MAYOR

Brian K. Grim

CITY ADMINISTRATOR

Jeff Rhodes

CITY SOLICITOR

Michael Scott Cohen

COUNCIL

Nicole Alt-Myers

Seth D. Bernard

David Caporale

Richard J. "Rock" Cioni

CITY CLERK

Marjorie A. Woodring

MINUTES

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

DATE 5/17/2016

***Pledge of Allegiance**

I. ROLL CALL

The meeting convened at 6:15 PM.

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

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Donald Dunne, Fire Chief; Captain Gregory Leake, CPD; Marjorie Woodring, City Clerk

II. CERTIFICATES, AWARDS AND PRESENTATIONS

(A) Recognition of Allegany High School students for their participation and advancement in the University of Maryland, Baltimore Campus (UMBC) Maryland History Day competition

Suzanne Wright, Chairwoman of the Historic Preservation Commission, discussed the purpose of the Maryland History Day competition sponsored by Maryland Humanities and described the selection process. Allegany High School teachers Tammy Twigg and Kimberly Sloane also spoke about the program and their students' involvement in the competition. The following individuals were presented Certificates of Recognition by the Mayor and City Council:

Allegany High School Instructor Kimberly Sloane for being selected the Patricia Behring Maryland High School History Day Teacher of the Year for 2016

Umailla Fatima, Melissa Magrath, and Barth Frankenberry, whose projects were selected to move on to the National History Day competition.

John Taube, Cosimos Cendo, and Christopher Reed whose projects were singled out for special recognition at Maryland History Day.

(B) Historic neighborhood research presentation by Youth Summit participants

Kathy McKenney, Historic Planner, advised that the Historic Preservation Commission and the City of Cumberland had created the first Youth Summit. The program had been funded by the MD Historical Trust's Certified Local Government subgrant and the City of Cumberland and had begun in the Fall of 2015. Ms. McKenney discussed the activities undertaken by the 8th grade student participants, including neighborhood site visits and a tour of the Footer Dye Works building. Each group of students then presented their research on Decatur Heights, The Dingle, Johnson Heights, and White Oaks. The students were presented a Certificate of Recognition and a book on local history from the Mayor and City Council. Students participating in the program included Samantha Adams, Nathan Ashby, Cyrrah Fisher, Keyaria Friend, Lillian McKenzie, Julie Persons, Peytyn Resseger, Garett Rugg, Emily Sponangle, John Toothaker, and Connor Ward.

(C) Presentation of the 2015 Annual Planning Commission Report by David Umling, City Planner

David Umling, City Planner, discussed the requirements for annual filing of a Planning Commission Report and reviewed key findings of the 2015 report. Mr. Umling stated that no building permits for new residences had been issued in 2015, 18 residential demolition permits to remove 20 residential units has been issued, an overall net housing stock decrease of 23 residential units had been experienced in 2015, and development patterns were supported by infrastructure improvements and were consistent with local and state plans. Mr. Umling advised that no major changes in current plans or the permitting process is necessary at this time.

III. DIRECTOR'S REPORT

(A) Police

1. Police Department monthly report for April 2016

Item Action: Approved

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

(B) Fire

1. Fire Department monthly report for April 2016

Item Action: Approved

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

(C) Administrative Services

1. Administrative Services monthly report for March, 2016

Item Action: Approved

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

IV. APPROVAL OF MINUTES

(A) Routine

1. Approval of the regular session minutes of May 3, 2016

Item Action: Approved

Motion to approve the minutes was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and

was passed on a vote of 5-0.

V. PUBLIC HEARINGS

(A) Public Hearing - to receive comment on the proposed amendment to Section 2.03 (22) of the City Code to modify the definition of a "Boarding House / Hostel" and to change the zoning areas in which boarding houses and hostels are permitted

Mayor Grim convened the public hearing at 6:49 PM.

Mr. Rhodes advised that the intent of the proposed changes was not to eliminate boarding houses or hostels, but to put them in more appropriate locations and require them to be smaller so as not to interfere with the neighborhoods.

David Umling, City Planner, discussed past incidents with boarding houses related to overcrowding. He advised that staff had prepared a Zoning Text Amendment to limit the maximum number of units and tenants to four, prohibit boarding houses in R-U and G-I Zones, and allow them in the B-H Zone. The amendment had been reviewed by the Planning and Zoning Commission and had conducted a public hearing on March 14, 2016. Mr. Umling reviewed the procedural history that would allow for adoption of the amendments.

Mayor Grim opened the floor for public comment. No comments were put forth.

The public hearing adjourned at 6:52 P.M.

(B) Public Hearing to receive comment on the proposed FY17 Constant Yield Tax Rate

Mayor Grim convened the public hearing at 6:52 P.M.

Mr. Rhodes discussed the purpose of the Constant Yield Tax Rate. He stated that the City had seen a slight increase in tax revenue this year and would have to decrease the tax rate in order to equal the revenue that had been received last year. He stated that the policy over the past several years has been to accept the increases and decreases as they come without adjusting the rate. Staff was therefore recommending that the City reject the Constant Yield and hold to its current tax rates.

Mayor Grim opened the floor for comment. He encouraged Council to accept staff's recommendation to reject the Constant Yield. No additional comment was put forth.

The public hearing adjourned at 6:54 P.M.

VI. UNFINISHED BUSINESS

(A) Ordinances

1. Ordinance *(2nd and 3rd readings)* - amending and supplementing Ordinance No. 3793, passed December 15, 2015, to increase the amount of the General Obligation Bonds and Bond Anticipation Notes to finance, reimburse, or refinance costs of the Maryland Avenue Redevelopment Project from $2,500,000 to an aggregate principal amount not to exceed $3,500,000 each

Mr. Rhodes reviewed the Bond Ordinance, advising that the additional funding was being sought to cover unexpected costs associated with the Maryland Avenue Redevelopment Project due to the pace of property acquisition and the fact that the City purchased many of the properties at costs in excess of their value.

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

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

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

ORDINANCE NO. 3795

(B) Charter Amendment Resolutions

1. Charter Amendment Resolution *(2nd and 3rd readings)* - to repeal and reenact Section 154 of the City Charter to increase the maximum threshold for local preference allowances to be 10% for businesses located in the city and 7% for businesses located in the county; clarifying the manner in which the preferences are implemented; and reducing the number of days required for public solicitation of bids

Mr. Rhodes reviewed the Charter Amendment Resolution advising that the proposed changes would increase the maximum thresholds for local preferences to 7% for County and 10% for City. An ordinance would be introduced at a later date to actually set the preferences at 5% for County businesses and 8% for City businesses.

SECOND READING: The Charter Amendment Resolution was presented in Title only for its second reading. The reading was interrupted and motion to suspend the reading and move to the third reading after comment was made by Councilwoman Alt-Myers, seconded by Councilman Caporale, and was passed on a vote of 5-0.

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

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

CHARTER AMENDMENT RESOLUTION NO. 144

VII. NEW BUSINESS

(A) Orders (Consent Agenda)

Item Action:

Mr. Rhodes reviewed each item on the Consent Agenda prior to vote and Mayor Grim entertained questions or comments.

Motion to withhold Item No. 5 and vote on it separately was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 5-0.

Motion to approve Consent Agenda Items 1,2,3,4 and 6 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 5-0.

Motion to approve Consent Agenda Item No. 5 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0 with Mayor Grim abstaining from vote.

1. Order authorizing the execution of an Art Easement Agreement with the Allegany County Commissioners regarding the placement of an art mural on the retaining wall on the western side of Canal Street; funding to be provided by CDBG and the Allegany Arts Council

ORDER NO. 25,974

2. Order authorizing the execution of Art Easement Agreements for the placement of art murals at 18-20 S. Mechanic Street, 55 Baltimore Street, and 42 Baltimore Street for a period of 5 years with options for renewal; funding to be provided by CDBG and the DDC

ORDER NO. 25,975

3. Order declaring City-owned property at 316 Baltimore Avenue to be surplus and accepting the proposal of adjacent property owners Edward M. and Frances L. Cook to purchase the lot for the assessed value of $1,500, and authorizing transfer to the Cooks after 20 days public notice

ORDER NO. 25,976

4. Order accepting the sole source proposal of Queen City Business Systems to provide maintenance for six (6) Minolta copiers for a period of six (6) month at a cost not to exceed $14,190

ORDER NO. 25,977

5. Order declaring certain City-owned parcels of land on Baltimore Avenue and N. Waverly Terrace to be surplus and authorizing conveyance of the properties to Cumberland Neighborhood Housing Services after 20-days public notice

ORDER NO. 25,978

6. Order authorizing acceptance of an additional award amount not to exceed $56,983.00 for Safe Streets Grant MDSS-2016-1405; authorizing use of these funds for 1) the sole source purchase of a Mobile Field Lab, MFL-3000 Drug Identification Unit in the amount of $13,975 from CODA Devices, and 2) the purchase of two (2) Automatic License Plate Readers (ALPR) in the amount of $33,336.00 from The Selex ES Company

ORDER NO. 25,979

VIII. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

Mayor Grim provided information on the induction of Joe Maphis into the Mountain Maryland Performing Arts Hall of Fame that weekend, and encourage all to attend the free concert Friday night and the Saturday evening ceremony.

IX. ADJOURNMENT

With no further business at hand, the meeting adjourned at 7:04 P.M.

Minutes approved on June 7, 2016

Mayor Brian K. Grim

ATTEST: Marjorie A. Woodring, City Clerk

Regular Council Agenda
May 17, 2016

Description

Recognition of Allegany High School students for their participation and advancement in the University of Maryland, Baltimore Campus (UMBC) Maryland History Day competition

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
May 17, 2016

Description
Historic neighborhood research presentation by Youth Summit participants

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

CITY OF
CUMBERLAND
MARYLAND

ENGINEERING DEPARTMENT

Inter-Office Memorandum

TO: Jeff Rhodes, City Administrator

FROM: David Umling, City Planner

DATE: March 15, 2016

RE: 2015 Planning Commission Annual Report

Sections 1-207 & 208 of the Land Use Article of the Annotated Code of Maryland requires that the City prepare and adopt a Planning Commission Annual Report, which must be adopted by the Planning Commission, presented to the Mayor and Council (which may authorize any changes to the City's development review process recommended in the report), submitted to the Secretary of the Maryland Department of Planning (MDP), and made available for public inspection. The law also requires that the report be adopted and submitted to MDP prior to July 1 of the following year.

Staff prepared the attached report (7 copies, 1 for the Mayor and each Council member, 1 for the City Clerk's official record, and 1 for the City Administrator) and presented it to the Planning Commission at its March 14, 2016 regular meeting. The Planning Commission voted unanimously at the meeting (2-0 in favor) to adopt the attached report. The report concludes that no changes to the City's Comprehensive Plan or review procedures are necessary. I am forwarding this report to you for the scheduling of a presentation to the Mayor and Council, prior to final submission to Secretary David Craig at MDP.

Please let me know when in April this report can be scheduled for presentation to the Mayor and Council. I would like to schedule this presentation for the same date as the public hearing for ZTA 15-01, the Boardinghouse Text Amendment. If you have any questions or concerns about it, please contact me. Thank you for your assistance.

Attachments

cc: Margie Eirich (via e-mail)

MAYOR
BRIAN K. GRIM

COUNCIL
NICOLE ALT-MYERS
SETH D. BERNARD
DAVID J. CAPORALE
DAVID F. KAUFFMAN

CITY ADMINISTRATOR
JEFFREY D. RHODES

CITY ENGINEER
JOHN J. DIFONZO P.E.

MEMBER MARYLAND
MUNICIPAL LEAGUE (MML)

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ANNUAL REPORT OF THE CUMBERLAND PLANNING COMMISSION

CY2015: January 1 – December 31, 2015

Adopted by the Cumberland Planning Commission on March 14, 2016

I. Introduction

The Land Use Article of the Maryland Annotated Code (formerly known as Article 66b) requires that every local Planning Commission prepare an Annual Report to assess development activity and public facility changes over the past year and assess their consistency with adopted plans for the local government, adjoining local governments, and state agencies that provide funding assistance for the City's public facility improvements. The reporting requirement were expanded in 2009 by the MD General Assembly to include requirements for local governments to establish a specific percentage goal to increase the percentage of new development located within the local government's Priority Funding Area and to report on a series of "performance measures" to demonstrate the community's progress in concentrating growth and development. An additional legislative change adopted in 2014 requires that a report on the implementation status of adopted Comprehensive Plan initiatives be included in an annual report not more than five years after adoption or update, which would be the 2018 Annual Report for the 2013 Comprehensive Plan. These new requirements are all codified in the Land Use Article. The new Law exempts municipalities from the additional (2009) reporting requirements where all of the land in the municipality is located within a Priority Funding Area and where the municipality issues fewer than 50 building permits for "new residential units" in the reporting year. According to a 2010 determination by the Maryland Department of Planning, eligibility for this reporting exemption is based on the actual number of permits issued regardless of the number of dwelling units that were permitted by each permit.

In Cumberland, all of the City's area is located within a Priority Funding Area. Consequently, the City is not required to establish a specific percentage goal to increase the percentage of new development located within the City's Priority Funding Area, in accordance with The Land Use Article. In regard to the second reporting exemption criterion, the City issued no building permits for new residential units in 2015. Therefore, the City is exempt from the additional reporting requirements added to the Land Use Article of the Maryland Annotated Code in 2009.

Once prepared by the Planning Commission, the report and its recommendations must be filed with and presented to the local Legislative Body, which may direct actions necessary "to insure the coordination of a viable planning and development process." Maryland Law also requires that the Annual Report be made available for public inspection, and that a copy must be mailed to the Secretary of the Department of Planning. This report shall fulfill the aforementioned Annual Report requirements for the City of Cumberland.

II. Development Activity

A. Construction & Occupancy Permits

To evaluate construction activity during 2015, staff reviewed all building, demolition, and occupancy permits issued over the calendar year. Permits issued for minor alterations, outbuildings (such as storage sheds or garages in support of an existing primary use structure), building additions (that did not result in new residential units or independent business spaces), and repairs were ignored in the analysis. Only building and occupancy permits that resulted in the construction or occupancy of new residential units or nonresidential units were included in the inventory. These permits represent development activity that added new capacity to the City, rather than building renovations and minor additions or changes in use from one commercial use to another.

When evaluating permit data, it is important to understand that a considerable time lag can occur between the issuance of a building permit to begin construction and an occupancy permit to occupy a completed building. This time lag can range from six months for a typical single family home when work begins at the start of the seasonal construction period to several years for a major project that is built in phases or is delayed by unanticipated site conditions, financing interruptions, or difficulties securing building supplies and/or unfavorable weather interruptions. Consequently, only a small number of the occupancy permits issued in any given fiscal year may be for buildings that received a building permit in the same fiscal year.

A tally of the 2015 permits that fall within these criteria shows that the City issued no building permits for new residential construction. This is an abrupt decrease of 10 building permits from the 2014 count, but is generally reflective of the varying low totals from the earlier years, where only 5 permits were issued in 2013 and 7 permits in 2012. The lack of any new residential building permits in 2015 can be attributed in large part to the contribution in recent years from large scale residential projects that had been approved prior to and during the recent economic recession. For example, 8 of the 10 new residential building permits issued in 2014 were for homes built in the Cornerstone Hill project off James Day Drive, which has now achieved build-out. Only 2 of the new residential building permits issued in 2014 were for individual infill lots. The construction of new single family dwelling units on individual lots represents only a small number of the overall residential building permits issued for new dwelling units in any of the prior several years. Now that the backlog of individual dwelling units approved in the larger residential development projects (Cornerstone Hill, Klots Mill, Penn Avenue, etc.) have been completed, the city's residential building permit activity is and will remain limited to individual single family homes until new larger residential development projects are proposed and approved. Consequently, the total reported value of the new residential unit building permits issued in 2015 was $0.

No building permits for multiple family dwellings were issued during 2015, 2014, 2013, or 2012. The lack of multifamily dwelling projects in recent years reflects a general saturation of the rental market resulting from a number of tax credit-subsidized projects that were built during the height of the recent Recession (2007-2010). These subsidies were offered to stimulate apartment construction as a way to

provide alternative affordable housing options for the growing number of homeowners displaced by foreclosure (due to sub-prime mortgage practices) during the Recession. However, the Recession-driven spike in foreclosures did not affect the Cumberland housing market to the same degree as other areas of the state because mortgage costs did not increase as rapidly as in other areas (relative to actual home values) and fewer homeowners in the local housing stock hold mortgages on their properties. Consequently, the sudden increase in apartment construction in a housing market with lower overall population growth and fewer homeowner displacements contributed to greater saturation of the rental market.

Only 2 occupancy permits were issued in 2015 for 2 new residential units, which is a steep decline from the 8 occupancy permits for 8 new residential units that were issued in 2014, and the 8 occupancy permits for 10 new residential units that were issued in 2013. All 8 occupancy permits in 2014 were issued for the units built in the Cornerstone Hill project, which reflects the influence the gradual build-out of the larger residential development projects on occupancy permit activity from prior years. This pattern represents a significant decline from the 28 residential occupancy permits issued in 2012. The general pattern in residential occupancy permits further reflects a fluctuating trend over earlier years, including 24 in 2009, 16 in 2010, 36 in 2011 and 28 in 2012.

These overall low permit figures continue to reflect the reduced level of development activity initially caused by the 2007 Economic Recession. Although the city appeared to experience a brief three-year recovery in residential building permit activity between 2009 and 2011, residential development activity has subsided over the past three years. As already noted, this reversal can be attributed in large part to the continued absence of multi-family development projects that helped buoy residential construction activity between 2009 and 2011. The relatively high number of occupancy permits issued for new residential units in 2012 and prior years reflected the gradual completion and occupancy of units in three large multi-family projects (the Cumberland Meadows apartment complex on Old Willowbrook Road, Cumberland Townhomes II on Pennsylvania Avenue, and the Cornerstone Hill project on James Day Drive) that were issued building permits during that earlier period. The steep decline in occupancy permits for new residential units further reflects the completion of the build-out process for those large projects.

The City's permit records also show that a total of 18 residential demolition permits (removing a total of 20 residential dwelling units from the housing stock) were issued in 2015. These figures represent a renewed growth in demolition permits issued in the past three years (12 residential demolition permits removing 14 dwelling units in 2014, 15 permits removing 15 residential units in 2013, and 19 permits removing 22 former residential units in 2012). When the number of residential units demolished in 2105 (20) are subtracted from the number of new residential units permitted for construction during the year (0), the City realized a net loss of 20 residential units. As long as the number of demolitions continues to exceed the number of new residential dwelling units constructed during each year, the overall pattern of housing stock decline is likely to persist.

The City also issued a total of 11 residential occupancy permits for conversion projects that resulted in an additional net removal of 3 residential dwelling units from the City's housing stock. When the

number of residential units gained or lost due to conversions of existing residential and commercial buildings is considered (-3 residential units), **the City's overall housing stock experienced a decrease of 23 residential units in 2015.** This net decrease is significantly greater than the net loss of 7 residential units in 2014 and 1 residential unit in 2013. Again, this decline can be expected to continue and grow until the city experiences some significant growth in residential subdivision and building permit activity.

Only two new building permits were issued in 2015 for new non-residential construction (the same number as was issued in 2014 and 2013). One of these permits was issued for a truck stop (travel plaza) and the other was for an adjoining hotel on Ali Ghan Road. The total value for new commercial construction in 2015 was $12,276,000.

The maps and tables provided at the end of this report show the property locations of the permits that were issued in 2015. All development activity occurred within the City's Priority Funding Area and in areas of the City that are currently served by adequate water and sewer.

B. Site Plans

A total of 3 major site plans were approved by the Planning Commission in 2015. These include two new hotels—a Sleep Inn hotel at the Loves' Travel Plaza on Ali Ghan Road, and a new Hampton Inn at 100 Welton Drive. The third major site plan was for the new Alleghany High School on Seton Drive, which will be built on the site of the former Sacred Heart Hospital complex. This is a marked increase in non-residential site plan approval activity over the previous three calendar years. The only major site plan approved in 2014 was a condominium plat for the Cumberland Arms Building at 64 Baltimore Street. The plat, submitted in 2013, did not result in any new construction and did not create any new building lots on the property. The plat only divided the existing building into two condominium units. No new minor site plans for new buildings were approved in 2014. Only one minor and one major site plan was approved in 2013. There were no major site plan submissions/approvals in 2012.

C. Subdivision Plats

No new major subdivisions (creating five or more new lots) were filed or approved in 2015, 2014, 2013, or 2012. However, the City approved one minor subdivision creating one new nonresidential lot at the Riverside Industrial Park on Kelly Road. No new minor subdivisions were filed or approved in 2014, 2013, or 2012.

III. Regulatory Amendments & Annexations

The Planning Commission reports that two regulatory actions were completed during 2015. The city completed adoption of the 2014 Comprehensive Rezoning (which included Zoning Ordinance and Subdivision Regulations Text Amendments and several Comprehensive Zoning Map Amendments). The Comprehensive Rezoning was initiated by the Planning Commission in 2014 and adopted by the Mayor and City Council on April 7, 2015. An additional Zoning Map Amendment (petitioned by a property owner at 208-210 Oldtown Road) was adopted by the Mayor and City Council in 2015. No other Zoning

Map Amendments, Zoning Text Amendments, or Subdivision Regulation Amendments, were adopted during the year. A review of these changes is provided below.

A. Comprehensive Plan Amendments

No new comprehensive plan amendments were adopted in 2015. However, the Planning Commission initiated an Economic Development Chapter Amendment to the 2013 Comprehensive Plan in 2015 that is scheduled for adoption by the Mayor and Council in early 2016. The nature of the amendment is to summarize economic development policy changes resulting from the 2014 Strategic Economic Development Plan and to recognize that document as a stand-alone supplement to the 2013 Comprehensive Plan. The original 2013 Comprehensive Plan update was completed on December 17, 2013 with the adoption of the City-Wide Element, which was the second and final volume of the plan. The City-Wide Element addressed the local issues and needs raised in the Neighborhood Element (which was adopted in 2012), contained the city's long-range planning and development policies, and also addressed the legal planning requirements of the Land Use Article of the Annotated Code of Maryland.

B. Zoning Text Amendments

One major Zoning Text Amendment was adopted by the Mayor and Council in 2015. The Comprehensive Rezoning package for the 2013 Comprehensive Plan was initiated by staff and the Planning Commission in 2014 and adopted by the Mayor and City Council on April 7, 2015. The comprehensive rezoning package includes a Comprehensive Zoning Text Amendment (ZTA 14-01), a Comprehensive Zoning Map Amendment (ZMA 14-01) and a Comprehensive Subdivision Regulations Text Amendment (SRA 14-01). No zoning text amendments were adopted in 2014, but two were adopted in 2011 and one was adopted in 2013. City staff initiated work on a second Zoning Text Amendment (15-01) regarding Boardinghouses, which was reviewed by the Planning Commission in December. Final adoption of this amendment will not occur until sometime in early 2016.

C. Zoning Map Amendments

The City adopted one Zoning Map Amendment (ZMA 14-01) as part of the 2014 Comprehensive Rezoning package. Several map amendments were made throughout the City to address implementation recommendations arising from the 2013 Comprehensive Plan. Finally, an additional RR-Rehabilitation and Redevelopment Floating Zone Map Amendment (ZMA 15-01) was adopted by the Mayor and City Council for a property at 208-210 Oldtown Road. The City adopted no new Zoning Map Amendments in 2014, 2013 or 2012.

D. Subdivision Regulations Amendments

The City adopted one Subdivision Regulations Amendment (SRA 14-01) in 2015 as part of the 2014 Comprehensive Rezoning package. A few minor text changes were adopted in response to implementation recommendations arising from the 2013 Comprehensive Plan. The City made no changes to the Subdivision Regulations in 2014, 2013, 2012 or 2011.

E. Annexations

No annexations were petitioned or adopted by the City in 2015. The City adopted two annexations in October 2014. The total area annexed was approximately 2.68 acres (the first parcel contained 2.13 acres and the second contained 0.55 acres). Both of these parcels are located along Ali Ghan Road and were incorporated into the Loves Travel Plaza landholding to become part of the commercial travel plaza that they are constructing. The annexed parcels have been zoned B-H (Highway Business) and were accepted by MDP as part of the city's Priority Funding Area. One additional annexation was approved in 2013 at the corner of Messick Road and Industrial Boulevard. No annexations were approved in 2012.

IV. Infrastructure Improvements/Extensions

A. Street Improvements

The City constructed no new public streets during 2015. All street improvements during the year involved surface restoration, reconstruction, and paving of existing streets. These paving projects are now governed by the City's Pavement Management System, which was completed in 2006. The Pavement Management System identified roughly $67,000,000 in street improvement needs, and the Mayor and Council approved two bonds (the first in 2009 and the second in 2015) to provide financing for the programmed street improvements.

The City continued work on a major street resurfacing/widening project (initiated in 2013) for significant portions of Baltimore Avenue (between the CSX railroad and Marion Street). The project also includes small sections of Front Street, Henderson Avenue, and Marion Street and is anticipated to be completed in 2016. Several minor ADA compliance improvements have been identified that must be undertaken before the project can be closed out.

Comprehensive patching work was continued in 2015 with financial assistance from MDOT on a number of city streets, including portions of Centre, Frederick, Bedford, and George Streets, as well as portions of the McMullen Bridge and some temporary work on Nemacolin Avenue. This patching work is intended to temporarily stabilize the travel surface until such time as funding can be committed to a more extensive street rehabilitation and resurfacing projects. The city is in the process of preparing an ARC grant application for funding to rehabilitate Mechanic Street from I-68 to Bedford Street, including ADA crossing improvements. Reconstruction of Chase Street, which was driven by a full water line replacement under the street to repair a leak, was initiated in 2014. Finally, some repaving, sidewalk, and bicycle improvements were made to Canal Street in 2015 in order to improve bicycle and pedestrian connections along the Great Alleghany Passage Trail.

The city also hired engineering/planning consultants for a CSX railroad bridge replacement (on Washington Street) and a proposed complete street redevelopment project for the Greene Street corridor between Baltimore Street and I-68. The Washington Street railroad bridge was reduced to

single-lane traffic in 2014, due to deterioration of the structure. The latter project, which is being funded by the Cumberland Area MPO, will encompass a full rehabilitation of the street, sidewalk (including ADA crossings), and streetscape improvements. The draft reports for the railroad bridge replacement study was presented to the Mayor and City Council in November 2015 and the Greene Street Plan is anticipated to be presented to the Mayor and City Council in early 2016.

Finally, the city continued working with SHA officials to redesign the Virginia Avenue/Industrial Boulevard intersection to alleviate traffic congestion and a lengthy traffic signal cycle length. The city concurred with SHA's preliminary design for the project in 2014, and SHA has initiated final engineering and design work.

B. Water Extensions

One major water line extension was undertaken in the City in 2015. A new 10-inch water main extension to the Loves' Travel Plaza was constructed along Ali Ghan Road. This project was financed by the project developer with ownership of the line granted to the City. The city completed a major water line replacement project along Chase Street in 2014 to repair several leaks. The City also completed replacement of 36-inch inlet and outlet valves at Fort Hill Reservoir in 2014.

The City also undertook several minor (routine maintenance) water line replacements in 2015 to upgrade aging lines. None of these replacement projects added any new capacity to the system, but are part of the City's ongoing efforts to target lines that may be in danger of failing.

C. Sewer Extensions/Improvements

No major sewer line extensions were undertaken by the City during 2015. A project to remove sludge and clean the anaerobic digester for the wastewater treatment plant is underway and a bid for the work is anticipated to be awarded and completed in 2016. The City continued its work to expand stormwater storage capacity as part of the Combined Sewer Overflow project (which involves the planned addition of a storage and handling facility at the City's Wastewater Treatment Plant). The city's work on the ENR treatment system upgrade was completed in 2011 and the city began conducting routine sampling and flow monitoring in 2012.

D. Other Public Facility Improvements

The lion's share of the City's other public facility improvements undertaken during 2015 were related to public recreation. These projects included the design of bikeway improvements for Mechanic and Centre Streets and a bike lane along Frederick Street, both of which will be funded through the new MD Bikeways program. The initiation of construction on these projects is planned to begin in 2016 once final design plan approval is issued by MDOT. The proposed bike lane on Frederick Street generated considerable neighborhood controversy, and the Mayor and Council decided in early 2015 to scale back the project to shared-lane facilities on both streets.

IV. Consistency Assessment

A. Consistency between Infrastructure Improvements & Development Activity

All of the development activity that was permitted and undertaken during 2015 occurred within the City's Priority Funding Area and in areas where adequate infrastructure capacity was determined to exist. All development activity also occurred within areas designated as Septic System Tier 1 (served by municipal sewer) on the City's adopted SB 236 Septic System Tier Map. This map appears as an appendix in the City's 2013 Comprehensive Plan.

Overall residential development activity during the year resulted in a net decrease of 23 units, which exceeded the net loss of 7 units in the previous year (2014). No new residential units were permitted for construction in 2015. The lack of any new major or minor subdivisions over the past few years suggests that the City can expect few residential building permits to be issued in outlying years. No new residential or commercial development permits were issued in the central business district during 2015.

B. Consistency with Adopted Plans

All development activity permitted in 2015 occurred in areas of the City where such activity was permitted by current zoning. These developments were approved as consistent with the 2013 Comprehensive Plan (conceptual future land use map), and were located within the City's Priority Funding Area. As part of the adopted 2013 Comprehensive Plan, the City established a desired population growth rate of up to 15% over a twenty-year planning horizon. The potential population impacts from development activity approved and permitted within the City during 2013 would not exceed that rate of growth.

The City's major infrastructure improvement projects undertaken in 2015 are all specifically recommended by or otherwise consistent with the City's Comprehensive Plan and supporting documents. These improvements resulted in little or no additional infrastructure capacity, which is commensurate with the level of development activity that occurred within the City in recent years.

C. Consistency with Adjoining Government Plans

In 2014, Allegany County completed the process of adopting a major update of its 2002 comprehensive plan. The development activity permitted in the City during 2015 was not incompatible with the County's new plan. Also, none of the development activity that did occur in the City in 2015 was adjacent to the County boundaries.

D. Consistency with State Financing Agency Plans

All of the major infrastructure improvement projects undertaken during 2015 involved State and/or Federal funding support, primarily the MD Department of the Environment (for the City's sewer improvement projects). These projects were determined to be in compliance in order to receive funding. All infrastructure improvements undertaken and development permits approved by the City in 2014 were located within the City's Priority Funding Area.

E. Consistency with Recommendations from Previous Annual Report

The last Annual Report prepared by the City's Planning Commission covered calendar year 2014. Many of the infrastructure projects undertaken in 2015 were continuations of projects discussed in the 2014 Annual Report. All projects undertaken during the year and all findings from this report are generally consistent with the previous report.

V. Conclusions & Recommendations

Based on this assessment, the City experienced a continued decrease in development activity from the 2014 report. The recent decline in building permits for new residential dwelling units from 7 in 2014 to none in 2015 is primarily due to the build-out of large residential development that had been approved in prior years. Judging from the lack of new residential subdivision activity, the City anticipates that this trend of low or no residential construction activity will continue in the immediate outlying years.

All development activity approved in Cumberland in 2015 was generally consistent with the City's 2013 Comprehensive Plan and supporting documents, the City's Zoning Ordinance and the applicable provisions of the County's plans. The major infrastructure projects undertaken by the City during the year were consistent with the City's plans, consistent with the demands created by the development permits that were issued, and consistent with the applicable requirements and plans of the applicable State financing agencies.

Consequently, staff has determined that no changes in the City's current policies or plans are needed in response to the activities permitted and undertaken by the City during 2016.

APPENDIX

2014 PERMIT DATA AND LOCATION MAPS

2015 Residental New Construction

Permit	RB#	Issue Dt	Job	Cost of Job	Applicant's Name	of Resi L	St No	Street Name	Map	Lot	Parcel
No New Residental Construction for 2015											

Total Applications	Total Construction Cost	Total No. of Units
0	$0	0

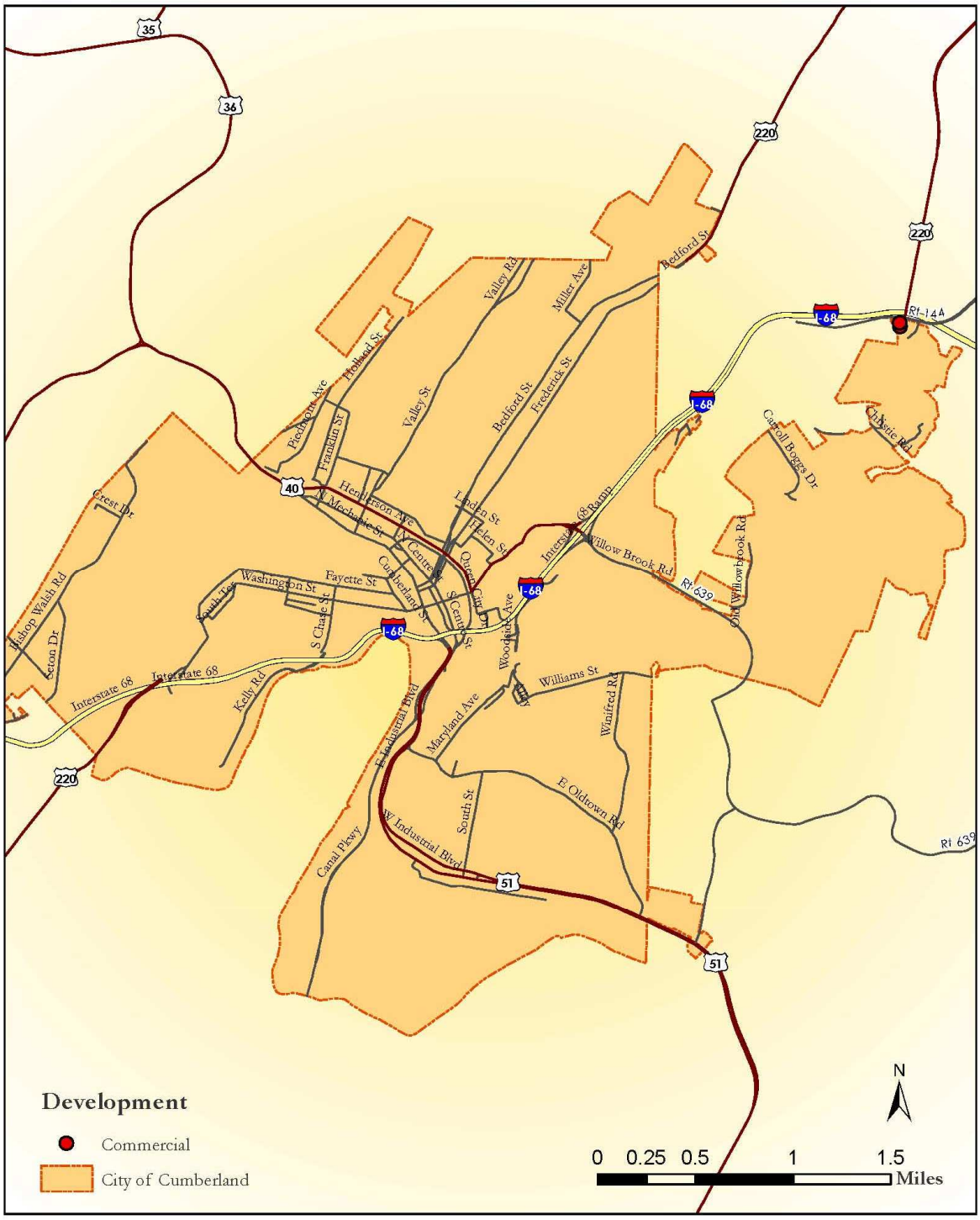
2015 Commercial New Construction

Permit	RB#	Issue Dt.	Job	Cost of Job	Applicant's Name	No. Units	St No.	Street Name	Map	Lot	Parcel
RB	1360	04/27/15	Commercial Bldg	$ 6,606,000.00	Loves Travel Stops & Country Store	1	13300	Ali Ghan Road	0016		0007
RB	1367	08/17/15	Commercial Hotel	$ 5,670,000.00	Loves Travel Stops - Sleep Inn Hotel	1	13300	Ali Ghan Road	0016		0007

Total Applications	Total Construction Cost	Total No. of Units
2	$ 12,276,000.00	2

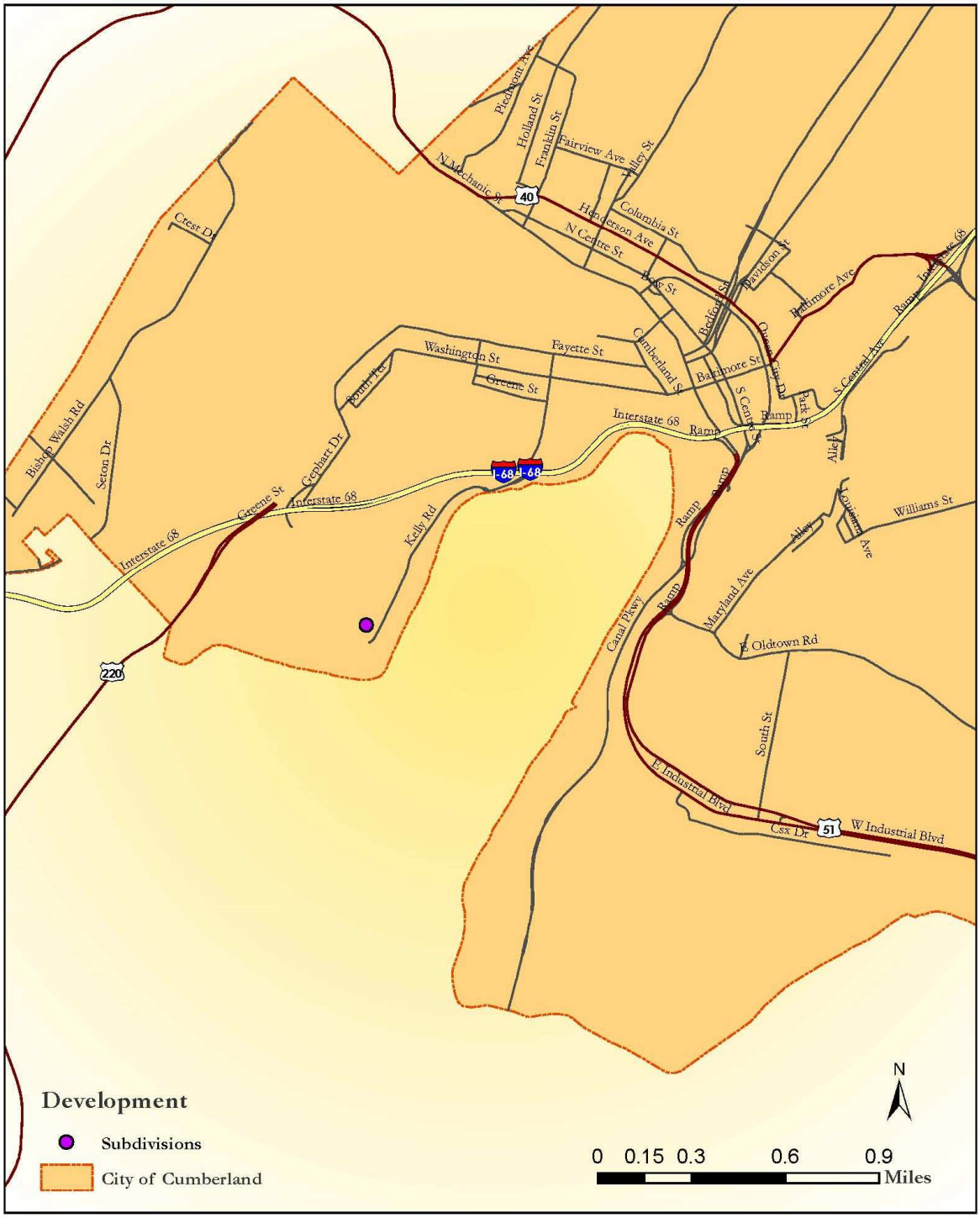
Single Commercial Use: 2

Permits for New Development



Site Plans Approved

Minor Subdivisions



2015 Demolition Applications

DP#	Issue Dt	Job	R or C	St. No.	Street Name	Resi U's	Map	Lot	Parcel ID#	Reason
447	02/06/15	Residential	Robert Fravel	443	Henderson Ave	1	0104	4	2054	Deteriorated
448	03/09/15	Residential	Mayor & City Council	450	Goethe St	1	0105	12	0110F	Blighted
449	03/09/15	Residential	Mayor & City Council	547	Eastern Ave	1	0105	258	0789	Blighted
452	05/12/15	Residential	City of Cumberland	7	Arch St	1	0111	221	1776	Blighted
453	05/12/15	Residential	City of Cumberland	9	Arch St	1	0111	221	1775	Blighted
454	05/19/15	Garage	Ernest Dolly	50	Oak St	1	0111		2263	Deteriorated
455	06/12/15	Residential	Miller Trucking & Exca	208	Roberts St	1	0113		0109	Deteriorated
456	06/09/15	Residential	Mayor & City Council	659	Greene St	1	0108		0902	Deteriorated
457	06/09/15	Residential	Mayor & City Council	661	Greene St	1	0108		0901	Blighted
458	06/19/15	Residential	Stan Boinovyc	117	Hanover St	1	0104	9	0049B	Deteriorated
459	06/23/15	Residential	Carl Belt		Fort Hill Ave	1	0105	400	0644	Fire
460	08/20/15	Residential	Carl Benson	210	Cole St	1	0102		0156G	Deteriorated
464	11/24/15	Residential	City of Cumberland	130	Columbia St	1	0104		2025	Blighted
465	10/16/15	Residential	Dalton Norris	23	Potomac St	1	0113	551-552-553	0141	Fire
466	12/01/15	Residential	Miller Trucking & Exca	242	Humbird St	2	0113	284, 283	0222	Blighed
467	12/01/15	Residential	City of Cumberland	443	Baltimore Ave	1	0105		0201	Blighted
468	12/16/15	Residential	City of Cumberland	604/606	Hill St	2	0102		1869	Blighted
469	12/01/15	Residential	City of Cumberland	547	Eastern Ave	1	0105	258	0789	Blighted
470	12/23/15	Residential	City of Cumberland	728	Baker St	1	0109	3 BLK B	2373	Blighted
450	05/19/15	Commercial	Chaney Construction	14-16	Lee Street	2	0106	24	0721	Creating new parking lot
451	04/20/15	Commercial	Brabson & Sons Demo	613	Elm St	1	0109		2310	Blighted
461	09/08/15	Commercial	Ritter & Paratore Contracting	100	Reynolds St	1	0105		7012G	Deteriorated
462	09/25/15	Commercial	Stan Boinovych	22	Valley St	1	0104		0777	Deteriorated

Total Residential Structures	19
Total Garage	1
Total Commercial Structures	4

2015 Occupancy Permits

OP #	Issue Dt.	Applicant	Business	Action	St #	Dir	Street Name	Map	Lot	Parcel	Tax ID#
1814	01/29/15	Robin Emerick	Formal Request	Retail	441	N	Centre St	0104		7241B	05-013607
1815	01/23/15	Matt Burgmeier	Burgmeier Hauling	Storage	35	N	Lee Street	0106		7172	06-010113
1816	02/12/15	FR & Bill LLC	Puff n Stuff	Tabacco Sales	136A	N	Mechanic Street	0104		7106B	14-005463
1817	01/21/15	Michael McDonald	Allegany Motor Sports	Auto Sales/Service	205	N	Mechanic Street	0104	222	7139B	14-005250
1818	01/29/15	David Crowe	David Crowe	Res Convs Basement to Apt	1018		Shades Lane	0102	104-106	0119G	35-003116
1819	01/20/15	Heather Winters	Shear Bliss	Hair Salon	442	N	Centre St	0104		7199	05-018870
1821	01/20/15	Alleg Steel Bldg Systems	Office/Sales	Same	81		Baltimore St	0104		7229A	04-027329
1822	01/20/15	Dayna May	Aspired Property Mgmt	ConverS 2 units to SFD	182	N	Centre St	0104		0069B	14-003495
1823	01/29/15	Daniel VanMeter	T.K.O. Auto	Auto Sales	909		Virginia Ave	0113	486-487	7345	04-042921
1824	04/01/15	Christopher OJO	Christopher OJO	Office Space	66		Pershing St	0104		7213A	04-034171
1825	02/06/15	Jeannie Wilson	Cumberland Arms	Senior Residential	64		Baltimore St	0104	232-234	7229B	14-003177
1826	02/06/15	Phil Crippen	Luxury Leasing	Office Space	30	N	Mechanic St	0104		7097B	14-005749
1827	02/13/15	Timothy Martin	Gold Marlen	Pawn/Gun Shop	300		Beall St	0106	130	7205	06-039677
1828	02/26/15	Georg Lanigan	Rising Son Yoga	Studio/Gallery	109		Johnson St	0106	148	1327	06-029841
1829	02/17/15	Tammy Murray	Avalon Hair & Nail	Beauty Salon	434	N	Mechanic St	0104	258	7107	05-017376
1830	02/11/15	Fred Timbrook	City Reach Church of Cumb	Church	612		Greenway & **Brookfield**	0110	42689	7102A	04-016009
1831	04/01/15	ACRE LLC	ACRE LLC	Office Space	40	N	Centre St	0104		7204B	14-005927
1832	03/02/15	Jason Wolford	Jason Wolford Rentals	Office Space	168	N	Centre St	0104		7217B	14-003959
1833	01/06/15	Big Cove Properties	Big Cove Properties	ConverS 2 to 1 Unit	207		Central Ave	0105		0148	22-014005
1835	04/24/15	Brian Snurr	Snurr's Meat Co LLC	Butcher/Grocery Store	116		Oldtown Road	0109	44	2592	04-036255
1836	04/01/15	Jamie Crabtree	Auto Sales Detailing	Auto Sales	555	N	Mechanic St	0104	26-27	7139	05-011981
1837	04/13/15	Cumberland FF Local 1715	Cumberland FF Local 1715	Converstion Comm-Residen	123	S	Roberts St	0113	699-700	7370	04-026101
1838	04/13/15	Cumberland FF Local 1715	Cumberland FF Local 1715	Office/ Meeting Area	123	S	Roberts St	0113	699-700	7370	04-026101
1839	06/29/15	Tim Martin	Gold Martin Pawn	Pawn Shop	16		Valley St	0104		7136	05-026245
1840	05/18/15	Rommel Gaba	Residential	ConverS 2 to SFD	22		Boone St	0111	25	2024	04-021207
1841	04/20/15	David Cox	David Cox	Commercial Contractor Storage Yard			Lafayette Ave	0113	299	0582	04-040406
1842	04/24/15	David Cox	David Cox	Commercial Contractor Storage Yard			Lafayette Ave	0113	294-295	0581	04-040694
1843	04/24/15	Barbara Buckley	Residential	Converstion Trailer to SFD	12007		Old Willowbrook Road	0026	2	0139	22-002260
1844	05/26/15	Michael Williams	Williams Stain Glass	Stain Glass Shop	123		Baltimore St	0104		7006	22-002961
1845	05/18/15	Miranda Fitzwater	Fitzy's Nifty Nock	Retail Shop	31		Baltimore St	0104		7139A	04-025482

1846	07/28/15	Holly Bambino	Holly Bambino	Residential - New Rental	532		Washington St	0106		1003	06-015077
1847	06/19/15	FR & Bill LLC	Bill's Deli & Conv Store	Retail/Store	132	N	Mechanic St	0104		7106B	14-005463
1848	06/09/15	Hayden Ort-Ulm	Cornerstone Coffie	Manufacture/Sales	108		Green St	0106		7042	06-038972
1849	06/11/15	Maegan Booth	Dynamic Techx	Retail	234	N	Centre St	0104	18	7224B	14-004386
1851	07/13/15	Dianna Childers	Dianna Childers	Residential 2 -1 ConverS	312		Caroline St	0109	4-7	2811	04-047346
1852	07/13/15	Norman May	Diamond Bowling Lane	Change of Owners	224		Virginia Ave	0111	17	7267	04-027817
1856	08/03/15	Jennifer Beaudette	Jennifer Beaudette	Residental Conversation 3 Units to SFD	407		Bedford St	0102	17	1021F	23-008696
1857	01/07/16	Tim Mullaney	Residential	Conversion 2 units to SFD	521		Louisianna Ave	0109	8	2954	04-007557
1859	10/08/15	Tammy Deatlehauser	Tammy Deatlehauser	Massage Therapy Service	211		Virginia Ave	0111	12	7263	04-004132
1860	10/16/15	Les Laraway	The Oil Works	Garage/Office	1205		Oldtown Road	0112	10-11	7067	04-004760
1861	10/02/15	Christine Beesick	Chris's Paw Gone Cookies	Manufacture/Sales	601	E	First St	0111	6	1111	04-035518
1863	10/14/15	Mike Fetcher	Mike Fetcer	MD Agricultural Office	3		Pershing St	0104		7148A	04-044517
1864	10/23/15	Brian Wodaski	Brian Wodaski	Occupational Therapy	1005		Brown Ave	0108	5-6	0010	06-039693
1865	12/10/15	David Love	Azad's of Cumberland	Retail/Restaurant	35-37	N	Centre St	0104	7-8	7174B	14-004157
1866	11/09/15	Passarell Consulting	Passarell Consulting	Office Space	21	S	Liberty St	0104		7212A	04-044681
1867	11/05/15	Potomac Valley Sleep Ctr	Potomac Valley Sleep Ctr	Officer/Sleep Center	507	N	Centre St	0104		7248	05-015693
1868	11/19/15	Fox's Pizza Shop	Fox's Pizza Shop	Pizza Shop	517	N	Centre St	0104		7253	05-025966
1869	11/24/15	Family Salon	Family Salon	Beauty Salon	119	N	Centre St	0104		7181B	14-005129
1870	11/17/15	Loves Travel Stops	Loves Travel Stops	Auto Service Station	13300		All Ghan Road	0016		0007	22-011030
1871	12/10/15	Elizabeth Hackney	Frinze Lizzie	Retail Salon	167	N	Centre St	0104	85	7191	14-004939
1877	01/07/16	Paul Petre	Shades Lane Development	Fruit & Veg Stand	100		Welton Dr	0102	1	7015	35-004483
1878	12/29/15	John Wolford	Dawn's Family Practice	Medical Office	517		Oldtown Road	0111	9 116	7053	04-008421

Conversion	9
Commercial	41
Residential	2

2015 Subdivision Reviews

SPR #	Issue Dt.	Applicant's Name	Reason	St. No.	Street Name	Map #	Lot #	Parcel #	Tax ID #
76	3/23/2015	Coughenour Surveying	Minor Subdivision; Riverside Industrial Park - Section 1 Amended No. 2, Lot 2 & Section II, Amended Lot 14, Plat # 2312	701	Kelly Road	26		268	06-049281

Total: 1

2015 Site Plan Reviews

SPR #	Issue Dt.	Applicant's Name	Reason	St. No.	Street Name	Map #	Lot #	Parcel #	Tax ID #
76	3/23/2015	Coughenour Surveying	Major Site Plan Reciew for a three story hotel at the Love's 60+ acres site. Hotel will be 60' x 200' at 12,000 SP per floor totaling 36,000 SF. Land will be leaded. Building footprint, ingress/egress, stormwater management, off-street parking, and buffers are either shown on plans. Front elevation, color boards, etc. will be presented at the hearing.	701	Kelly Road	26		268	06-049281
77	5/11/2015	SPECS Consulting Engineers & Survey	Major Site plan for a proposed new high school complex accessed from Seton Drive and Bishop Walsh Road. Formerly "Sacred Heart Hospital Site". School will contain 145,442 gross square feet of floor area within an 82, 9721 square foot building. Footprint containing at least 39 classrooms, not including HVAC facilities, administrative offices, suditorium, gymnasium, and lunchroom. Portion of the building will be 3 stories tall. Proposed site is located within the R-O - Residential/Office Zone, and is permitted use within that zone. Proposed parking areas would consist of 224 wehicle spaces, several designed to be handicapped, car pool, and fuel efficient vehicles spaces. The parking area includes provisions for bicycle parking and racks. The site plan depicts one monument identification sign, which will be located at the Seton Drive entrance.	901	Seton Drive	107		7267	06-044492
80	10/19/2015	Matt Brewer	Major Site Plan for a proposed new 4-story Hampton Inn Hotel at 100 Welton Drive. The proposed site is located within the BC - Business/Commercial Zone and is permited use within that zone. The proposed parking area would consist of 78 vehicle spaces, 4 of which would be designated as handicapped parking space. The parking area also includes provisions for the required motorcycle and bicycle parking areas. The site plan depicts two (2) on-site signs, one located along Welton Drive and the other along the Interstte 68 frontage. The I68 sign required BOZA approval for height and sign area variance. The applicant has decided to withdraw the Welton Drive sign for later consideration under a separate future permit process. Conceptual stormwater approval was issued for the proposed hotel on August 25, 2015. the applicant sdubmitterd multiple variance request (ZA 128) on September 14, 2015, which was scheduled for the October 7, 2015 public hearing before the Board of Zoning Appeals. The proposed site plan was approved on October 19, 2015 by the BOZA.	100	Welton Drive	102	1	7015	35-004483
			TOTAL: 3						

Regular Council Agenda
May 17, 2016

Description
Presentation of the 2015 Annual Planning Commission Report by David Umling, City Planner

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

April 2016

City of Cumberland Department of Police

Monthly Report

April 2016

Part 1 Crimes for the Month

	2015	2016		2015	2016		2015	2016		2015	2016
Aggravated Assaults	7	4	B & E (All)	27	15	Murder	0	0	Rape	1	0
Robbery	4	2	Theft - Felony	5	4	Theft - Vehicle	3	2			

Selected Criminal Complaints for the Month

	2015	2016		2015	2016		2015	2016		2015	2016
Theft - Misdemeanor	39	26	Theft - Petty	46	37	Domestic Assaults	44	34	CDS	63	54
Disturbances	241	187	DOP/Vandalism	29	52	Indecent Exposure	1	2	Sex Off - Other	5	2
Suicide	0	0	Suicide - Attmpt.	2	2	Tampering M/V	0	0	Abuse - Child	2	1
Trespassing	26	15	Assault on Police	4	0	Assault Other	51	48			

Selected Miscellenous Incidents for the Month

	2015	2016		2015	2016		2015	2016		2015	2016
Alcohol Volations	5	6	Juvenile Compl.	19	34	Missing Persons	10	11	School Resource	65	86
School Threat	1	1	Sex Off. Regist.	31	30	Truancy	12	4	Death Investigation	1	4

Selected Traffic Incidents for the Month

	2015	2016		2015	2016		2015	2016		2015	2016
DWI	6	12	Hit & Run	34	28	M/V Crash	66	77	Traffic Stop	339	356

Selected Service Calls for the Month

	2015	2016		2015	2016		2015	2016		2015	2016
Alarms	62	45	Assist Motorist	38	28	Check Well-Being	89	84	Foot Patrol	33	22
Assist Other Agency	73	61	Bike Patrol	4	0	Special Events	2	6	Suspicious Activity	90	94

Arrests Totals for the Month

	2015	2016		2015	2016		2015	2016		2015	2016
M/V Citations	74	77	M/V Warnings	262	250	Adult Crim	166	158	Juvenile Crim	22	25

	2015	2016
Total Incidents Reported :	**2,242**	**2,146**

Charles Hinnant - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

APRIL 2016

SWORN PERSONNEL: 52 SWORN OFFICERS

Administration	6 officers
Squad 1A	9 officers
Squad 1B	8 officers
Squad 2A	9 officers
Squad 2B	9 officers
C3I/C3IN	6 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: 413 HOURS — YEAR TO DATE (beginning 7/1/15): 6788 HOURS

COMP TIME USED: 577 HOURS — YEAR TO DATE (beginning 7/1/15): 8016 HOURS

SICK TIME USED: 64 HOURS — YEAR TO DATE (beginning 7/1/15): 1999 HOURS

OVERTIME REPORT

OVERTIME WORKED: 363 HOURS — YEAR TO DATE (beginning 7/1/15): 4386 HOURS

HOSPITAL SECURITY: 40 HOURS — YEAR TO DATE (beginning 7/1/15): 1125 HOURS

COURT TIME WORKED: 108 HOURS — YEAR TO DATE (beginning 7/1/15): 778 HOURS

TRAINING REPORT

28 OFFICERS TRAINED FOR 384 HOURS — YEAR TO DATE (beginning 7/1/15) 4822 HOURS

CPD ACTIVITY
OUTSIDE CPD JURISDICTION

APRIL 2016

On 4/28/16, CPD CERT assisted C3IN with the execution of a search warrant in the Frostburg area which resulted in the seizure of illegal drugs, cash, and guns.

On 4/25/16, a CPD Canine team responded to the Cresap Mill Road area of Allegany County for a search. The subject was found by a neighbor.

On 4/11/16, Crisis Negotiators responded to the Sang Run Road area of Garrett County to assist MSP, McHenry, with an armed man who was barricaded inside of a residence. The suspected evaded capture and was located the next day.

On 4/8/16, CPD CERT assisted C3IN with the execution of a search warrant in the Rawlings area that resulted in the seizure of a quantity of illegal drugs.

On 4/7/16, CPD units assisted the Maryland State Police with an unruly prisoner at the Super 8 hotel in LaVale. CPD used our e-van for transport of the prisoner.

On 4/2/16, CPD Units responded to the area of Wood Street in Frostburg for a report of a large unruly crowd. CPD Units stood by in the area until the crowd dispersed.

CUMBERLAND POLICE DEPARTMENT

Warrant Fugitive Initiative

April 2016 totals for warrant initiative, broken down by agency:

CPD	0 arrests	0 warrants served
ACSO	1 arrest	1 warrant served
MSP	0 arrests	0 warrants served
FPD	1 arrest	1 warrant served
C3I	9 arrests	10 warrants served
C3IN	0 arrests	0 warrants served
OTHER	0 arrests	0 warrants served
TOTALS	**11 arrests**	**12 warrants served**

Detective David Broadwater arrested 11 people and served 12 warrants.

He opened 3 "Fugitive" investigations, 1 Assist Other Agency investigation, and made arrests in 5 existing cases, for a total of 9 cases generated for the month.

SIGNIFICANT CASES:

1.) On 04/08/2016 Detective Broadwater received a request for assistance from the Frostburg Police in locating and arresting a suspect wanted for 1st Degree Assault and related charges. Detective Broadwater was familiar with the suspect and members of his family. He was able to make contact with the suspect and convince him to surrender himself. He was placed under arrest on 04/12/2016 without incident.

2.) On 04/11/2016 Detective Broadwater arrested a suspect who was wanted for Attempted 1st Degree Murder, Conspiracy to Commit 1st Degree Murder, 1st Degree Assault, and related charges in connection with a shooting incident at Fort Cumberland Homes. The suspect had been eluding arrest for 2 weeks and had fled to West Virginia. Detective Broadwater made contact with the suspect's girlfriend and learned that she knew the suspect's whereabouts. As a result, Detective Broadwater was able to convince the suspect to surrender himself and was able to take him into custody without further incident.

Regular Council Agenda
May 17, 2016

Description
Police Department monthly report for April 2016

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

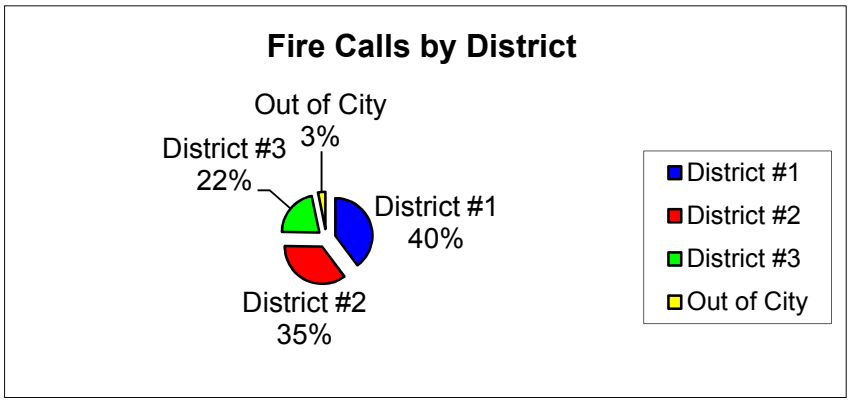
Source of Funding (if applicable)

REPORT OF THE FIRE CHIEF FOR THE MONTH OF APRIL 2016
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 93 Fire Alarms:

Responses by District:

District #1	37
District #2	33
District #3	20
Out of City	3
	93



Number of Alarms:

First Alarms Answered	93

Calls Listed Below:

Property Use:

Public Assembly	2
Educational	1
Institutional	5
Residential	44
Industrial, Utility	2
Stores and Offices	1
Special Properties	38
	93

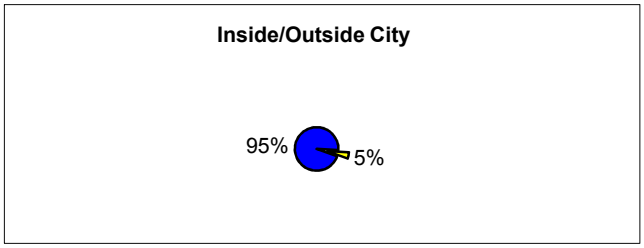
Type of Situation:

Fire or Explosion	11
Rescue Calls	49
Hazardous Conditions	11
Service Calls	2
Good Intent Calls	13
False Calls	7
	93

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in April:	$1,480.00
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid Fiscal Year to Date:	$24,270.00
Fire Service Fees for Fire Calls Paid in April:	$555.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	$7,975.00
Fire Service Fees for Inspections and Permits Billed in April:	$150.00
Fire Service Fees for Inspections and Permits Paid in April:	$150.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	$1,600.00

Cumberland Fire Department Responded to 429 Emergency Medical Calls:

In City Calls	409
Out of City Calls	20
Total	429



Total Ambulance Fees Billed by Medical Claim-Aid in April:	$179,333.95
Ambulance Fees Billed Fiscal Year to Date:	$1,379,673.05
Ambulance Fees Paid:	
Revenue Paid in April:	$96,624.47
FY2016 Ambulance Fees Paid in FY2016:	$776,994.20
Total Ambulance Fees Paid in FY2016:	$934,653.94

(Includes all ambulance fees, previous and current fiscal years, paid in FY2016.)

Cumberland Fire Department provided 7 Mutual Aid Calls:

6	Mutual Aid calls inside Allegany County
1	Mutual Aid calls outside of Allegany County
7	

Bowman's Addition VFD	3
Cresaptown VFD	1
Frintstone VFD	1
Oldtown VFD	1
	6
Ridgeley VFD	1
	7

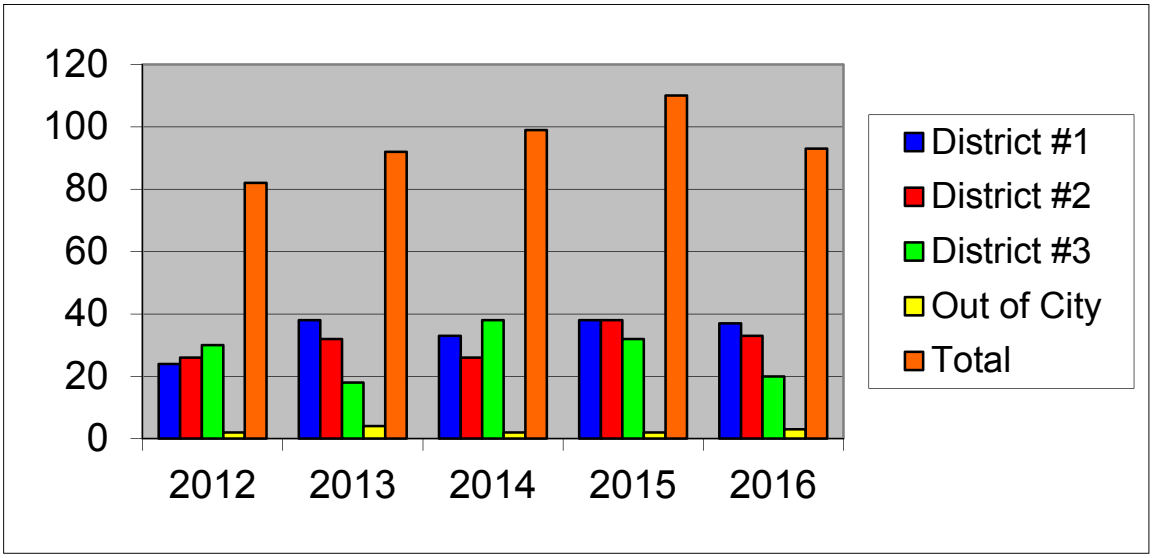
Cumberland Fire Department provided 13 Paramedic Assist Calls:

7	Paramedic Assist calls inside Allegany County
6	Paramedic Assist calls outside of Allegany County
13	

Bowman's Addition VFD	1
Cresaptown VFD	3
District #16 VFD	1
Ellerslie Vol. Ambulance Squad	1
LaVale Vol. Rescue Squad	1
	7
Fort Ashby VFD	1
Ridgeley VFD	4
Short Gap VFD	1
	13

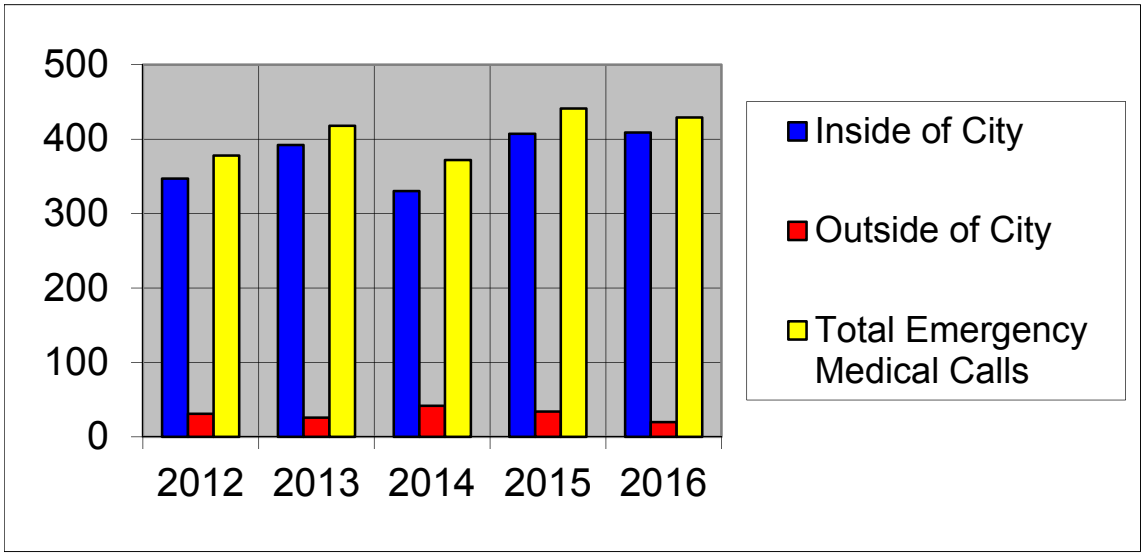
Fire Calls in the Month of April for a Five-Year Period

	2012	2013	2014	2015	2016
District #1	24	38	33	38	37
District #2	26	32	26	38	33
District #3	30	18	38	32	20
Out of City	2	4	2	2	3
Total	82	92	99	110	93



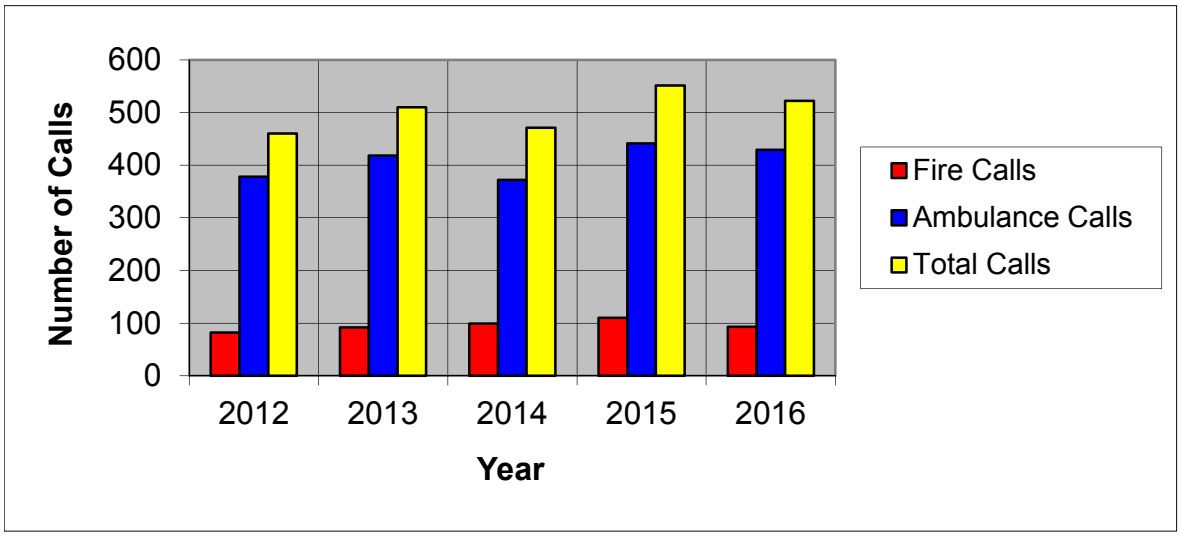
Ambulance Calls in the Month of April for a Five-Year Period

	2012	2013	2014	2015	2016
Inside of City	347	392	330	407	409
Outside of City	31	26	42	34	20
Total Emergency Medical Calls	378	418	372	441	429



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

	2012	2013	2014	2015	2016
Fire Calls	82	92	99	110	93
Ambulance Calls	378	418	372	441	429
Total Calls	460	510	471	551	522



Training

Training Man Hours:	**251.25**	
Training Listed Below:		
Hose Operations		36.00
SCBA Inspection and Care		12.00
Emergency Childbirth		45.00
Loads/Lifting and Carrying		11.00
Hose Lines		30.00
Street Locations		11.00
Physical Fitness		16.00
Ropes and Knots		10.00
High Angle Rescue		13.75
Amtrak Emergencies		66.50
		251.25

Fire Prevention Bureau

Complaints Received	3
Conferences Held	94
Correspondence	22
Inspections Performed	3
Investigations Conducted	6
Plan Reviews	9

Personnel

Nothing to report.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

Regular Council Agenda
May 17, 2016

Description
Fire Department monthly report for April 2016

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
May 17, 2016

Description
Administrative Services monthly report for March, 2016

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

MAYOR
Brian K. Grim

CITY ADMINISTRATOR
Jeffrey D. Rhodes

COUNCIL
Nicole Alt-Myers
Seth D. Bernard
David J. Caporale
Richard J. Cioni, Jr.

CITY SOLICITOR
Michael Scott Cohen

CITY CLERK
Marjorie A. Woodring

MINUTES

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

DATE: May 3, 2016

***Pledge of Allegiance**

I. ROLL CALL

.The public meeting commenced at 6:15 P.M.

PRESENT: David J. Caporale, Acting Mayor; Council Members Nicole Alt-Myers, Richard J. Cioni, Jr

ABSENT: Mayor Brian K. Grim, Councilman Seth Bernard

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Charles Hinnant, Chief of Police; Marjorie Woodring, City Clerk

II. CERTIFICATES, AWARDS AND PRESENTATIONS

(A) Presentation on the "Greene Street Plan" provided by Melissa Miklus, Design Associate with Alta Planning & Design

Prior to the presentation, John DiFonzo, City Engineer, provided an update on the waterline shutdown that was planned in the downtown area to accommodate a valve replacement project. Mr. DiFonzo advised that after further consideration, the work would now take place on Monday and Tuesday rather than on the weekend. The downtown area would be kept in service by way of temporary connections, though a few specific areas would still be shut down, including a small portion of Park Street around the Post Office. Mr. Rhodes stated that staff had worked very hard to keep as many customers as possible in water service. Other than the age of the entire water system, the fact that there were not enough working valves was a problem. This project would work towards correcting that situation and it was hoped that some valves would be replaced every year from now on.

Melissa Miklus, Designa Associate with Alta Planning & Design, provided a review of the Complete Streets Study of Greene Street that was prepared by her firm. The project was funded through the MD Department of Transportation and the Allegany County

Commissioners.

Ms. Miklus discussed that the purpose of the study was to determine how Greene Street could be made a "complete street" that was comfortable to walk down, felt safe for visitors and residents, and improved pedestrian usage, traffic circulation, green space, and economic development opportunities. She further discussed the visioning process used for the study, how the community was involved, and what should be preserved versus what needed changed. Short term and long term goals were discussed.

Key recommendations of the study were reviewed and included streetscape and sidewalk improvements, an enhancement of the Dingle intersection, enhancement of the "main street" to neighborhoods areas, shared lane markings for bicyclists, promotion of a walkable environment, enhancement of the historic character, redesign of the Blue Bridge intersection, redesign of the Washington/Greene/Baltimore Streets. intersection.

Ms. Miklus provided a breakdown of costs for various phases of the project and listed federal and local funding sources that could be utilized. She discussed the need to "tell the right story" to widen the scope of the project and heighten funding opportunities. If all recommendations of the study were undertaken, the estimated cost of the project would be $6,589,076.48.

Mr. Ken Wilmont stated that he was in favor of the use of roundabouts because they helped to conserve gas usage. He further suggested that power lines be re-established underground. He was not, however, in favor of trees along the street because they pushed up the sidewalks.

Mr. DiFozno noted that the full study would be made accessible to the public via the City's website. He stated the project was cost prohibitive for the City, but could be possible with the use of grant funding that was discussed.

(B) Discussion of 2016 Maryland Municipal League Legislative Initiatives by Councilwoman Alt-Myers

Councilwoman Nicole Alt-Myers provided a review of the 2016 initiatives undertaken by the Legislative Committee of the Maryland Municipal League. She discussed the committee's efforts to put in a bill to restore HUR's and the fact that the bill passed through to the Senate but did not make its way out of the House. A special work group would be established to further review this initiative over the summer. Additional legislative priorities focused on Program Open Space funding, and police cameras.

III. DIRECTOR'S REPORT

(A) Police

1. Police Department monthly report for March, 2016

Item Action: Approved

Motion to approve the report was made by Councilwoman Alt-Myers, seconded by Councilman Cioni and was passed on a vote of 3-0.

(B) Public Works

1. Utilities Division & Central Services monthly report for March, 2016

Item Action: Approved

Motion to approve the report was made by Councilwoman Alt-Myers, seconded by Councilman Cioni and was passed on a vote of 3-0.

IV. APPROVAL OF MINUTES

(A) Routine

1. Approval of the Regular Session Minutes of April 19, 2016

Item Action: Approved

Motion to approve the minutes was made by Councilwoman Alt-Myers, seconded by Councilman Cioni and was passed on a vote of 3-0.

2. Approval of the Work Session Minutes of April 19, 2016

Item Action: Approved

Motion to approve the minutes was made by Councilwoman Alt-Myers, seconded by Councilman Cioni and was passed on a vote of 3-0.

(B) Administrative / Executive

1. Approval of the Closed Session Minutes of March 15, 2016

Item Action: Approved

Motion to approve the minutes was made by Councilwoman Alt-Myers, seconded by Councilman Cioni and was passed on a vote of 3-0.

Closed Session - March 15, 2016

PRESENT: Brian K. Grim, President; Council Members Nicole Alt-Myers, Seth Bernard, David Caporale, Richard Cioni, Jr.; Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk

MOTION to enter into closed session to discuss board and commission appointments, personnel issues, and to obtian legal advice from the City Solicitor was made by Councilman Caporale, seconded by Councilwoman Alt-Myers, and was passed on a vote of 4-0.

AUTHORITY to closed the session was provided by Section 10-508 (a) (1) and (7) of the State Government Article of the Annotated Code of Maryland.

TOPICS: Board and commission appointments, personnel matters, union negotiations

V. NEW BUSINESS

(A) Ordinances

1. Ordinance *(1st reading)* - amending and supplementing Ordinance No. 3793, passed December 15, 2015, to increase the amount of the General Obligation Bonds and Bond Anticipation Notes to finance, reimburse, or refinance costs of the Maryland Avenue Redevelopment Project from $2,500,000 to an aggregate principal amount not to exceed $3,500,000 each

Mr. Rhodes stated that the Ordinance would authorize $1M in additional borrowing. He stated that the additional funding was needed because the rate at which the City had been able to acquire properties had been unanticipated, the City had spent an average of 30-40% extra on acquisition costs to help with relocation and hardship costs, and the City has not

been able to finalize arrangements with a couple funding partners that were expected to help with demolition costs. He stated that the additional borrowing would allow the project to move forward and with the additional funding in hand, demolition could begin in late June or early July.

FIRST READING: The Ordinance was presented in Title only for its first reading. Acting Mayor Caporale called for questions or comments.

Upon questioning from Mr. Marc Nelson, Mr. Rhodes advised that the projected cost for the entire project was approximately $4-5 M; the increased costs were attributable to the increase in payments for the properties, the rate at which the properties were acquired, and the fact that the expected funding partners had not come through yet; the current MOU with the developer stated that the land will be purchased from the City at a cost of $940,000; dialogue was continuing with PennTex but additional development interest was being shown by other sources; if the MOU were to expire and not be renewed, development interest would be opened to other sources.

Motion to approve the first reading and table for two weeks was made by Councilwoman Alt-Myers, seconded by Councilman Cioni, and was passed on a vote of 3-0.

(B) Charter Amendment Resolutions

1. Charter Amendment Resolution *(1st reading)* - to repeal and reenact Section 154 of the City Charter to increase the maximum threshold for local preference allowances to be 10% for businesses located in the city and 7% for businesses located in the county; clarifying the manner in which the preferences are implemented; and reducing the number of days required for public solicitation of bids

   Mr. Rhodes advised that the Charter Amendment would set maximum rate allowable for local preferences. Once the Charter Amendment was passed, an Ordinance would be introduced to set the actual percentages currently requested by the Mayor and Council of 5% for County businesses and 8% for City businesses.

   FIRST READING: The Charter Amendment Resolution was presented in Title only for its first reading. Acting Mayor Caproale called for questions or comments. Motion to approve the first reading and table for two weeks was made by Councilman Cioni, seconded by Councilwoman Alt-Myers, and was passed on a vote of 3-0.

(C) Orders (Consent Agenda)

Item Action:

Mr. Rhodes reviewed each item on the Consent Agenda prior to vote and Acting Mayor Caporale called for questions or comments. Motion to approve Consent Agenda Items 1-9 was made by Councilwoman Alt-Myers, seconded by Councilman Cioni and was passed on a vote of 3-0.

1. Order rescinding Order No. 25,865, passed August 18, 2015, accepting the proposal of Sage Policy Group to provide an Economic Feasibility Analysis & Plan for the City's Strategic Opportunity Sites in the amount of $50,000, to allow the CEDC to cover the cost of these services

   ORDER NO. 25,965

2. Order approving a Certificate of Satisfaction acknowledging that the indebtedness secured by a Covenants & Conditional Repayment Agreement regarding 401 Avirett Avenue made by Francis E. Jewell and dated February 20, 2004 has been fully paid and satisfied

ORDER NO. 25,966

3. Order accepting the proposal of Shaffer Construction Company, Inc. for the "Centre Street Parklet Renovations (Project No. 6-16-M)" in the estimated contract price of $83,006.10

ORDER NO. 25,967

4. Order authorizing the execution of an Inter-agency Agreement between the City of Cumberland and the Maryland Department of the Environment (MDE) to apply for and administer grant funds to hold an electronics recycling event in conjunction with Allegany County

ORDER NO. 25,968

5. Order approving the sole source proposal of Apparatus Repair and Engineering, Inc. for the rebuild of a Peerless backwash pump at the Water Filtration Plant, in the estimated lump sum price of $47,744.00

ORDER NO. 25,969

6. Order approving the waiver of the building permit fees associated with the construction of the new Allegany County Animal Shelter

ORDER NO. 25,970

7. Order approving a Certificate of Satisfaction acknowledging that the indebtedness secured by a Repayment Agreement / Promissory Note regarding 218 Williams Street made by Brian Miller and dated February 26, 2007 has been fully paid and satisfied

ORDER NO. 25,971

8. Order declaring certain City-owned vehicles and equipment to be surplus and authorized for sale or trade-in

ORDER NO. 25,972

9. Order approving the submission of a request to the Department of Housing and Community Development for 2016 CDBG entitlement funding in the amount of $730,431

ORDER NO. 25,973

VI. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

Marc Nelson, 113 Decatur Street, questioned several matters relating to the proposed Bond amendment for the Maryland Avenue Redevelopment Project. In response to questioning, Mr. Rhodes advised that demolition would commence in June or July regardless of whether all properties had been acquired; the current cost for acquisition and demolition was $3.5M; additional costs would be attributed to redevelopment costs and acquisition of additional properties that were not yet under contract; the agreed-to purchase price with PennTex Development for the land was $940,000 based on property value with all structures removed; the City planned to assume the cost of demolition because the project was a reinvestment in the community and provided a way to build the tax base. Mr. Nelson was advised that his request for a copy of the MOU with PennTax would need to be addressed to the Cumberland Economic Development Corporation.

VII. ADJOURNMENT

With no further business at hand, the meeting adjourned at 7:14 P.M.

Minutes approved on _____

Mayor Brian K. Grim _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Regular Council Agenda
May 17, 2016

Description
Approval of the regular session minutes of May 3, 2016

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
May 17, 2016

Description

Public Hearing - to receive comment on the proposed amendment to Section 2.03 (22) of the City Code to modify the definition of a "Boarding House / Hostel" and to change the zoning areas in which boarding houses and hostels are permitted

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
May 17, 2016

Description
Public Hearing to receive comment on the proposed FY17 Constant Yield Tax Rate

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED AN ORDINANCE AMENDING AND SUPPLEMENTING ORDINANCE NO. 3793, PASSED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND ON DECEMBER 15, 2015 AND EFFECTIVE ON JANUARY 14, 2016 ("ORDINANCE NO. 3793"), IN ORDER TO INCREASE THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE GENERAL OBLIGATION BONDS AND THE GENERAL OBLIGATION BOND ANTICIPATION NOTES AUTHORIZED TO BE ISSUED AND SOLD BY MAYOR AND CITY COUNCIL OF CUMBERLAND (THE "CITY") TO FINANCE, REIMBURSE OR REFINANCE COSTS OF THE MARYLAND AVENUE REDEVELOPMENT PROJECT IDENTIFIED IN ORDINANCE NO. 3793, TOGETHER WITH RELATED COSTS AND COSTS OF ISSUANCE, FROM AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000) TO AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED THREE MILLION FIVE HUNDRED THOUSAND DOLLARS ($3,500,000) EACH; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE SHALL BE LIBERALLY CONSTRUED; PROVIDING THAT THIS TITLE SHALL BE DEEMED A FAIR SUMMARY OF THIS ORDINANCE FOR ALL PURPOSES; AND OTHERWISE GENERALLY RELATING TO THE ISSUANCE, SALE, DELIVERY AND PAYMENT OF AND FOR ANY SUCH SERIES OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES.

Underlining = material added to the Ordinance as introduced
~~Strikethrough~~ = material deleted from the Ordinance as introduced

RECITALS

1. Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland and a municipality within the meaning of the Enabling Act and the Refunding Act identified herein (the "City"), is authorized and empowered by Sections 19-301 to 19-309, inclusive, of the Local Government Article of the Annotated Code of Maryland (previously codified as Sections 31 to 37, inclusive, of Article 23A of the Annotated Code of Maryland), as replaced, supplemented or amended (the "Enabling Act"), and Sections 81 and 82A of the Charter of the City of Cumberland, as replaced, supplemented or amended (the "Charter"), to borrow money for any proper public purpose and to evidence such borrowing by the issuance and sale of its general obligation bonds.

2. Pursuant to the authority of Sections 19-211 to 19-223, inclusive, of the Local Government Article of the Annotated Code of Maryland (previously codified as Section 12 of Article 31 of the Annotated Code of Maryland), as replaced, supplemented or amended (the "Bond Anticipation Note Enabling Act"), the City is authorized and empowered to issue general obligation bond anticipation notes in order to obtain interim financing prior to issuing any general obligation bonds authorized by the City.

3. The City has determined to undertake a public purpose project referred to by the City as the "Maryland Avenue Redevelopment Project", which involves the acquisition, demolition and improvement of certain properties in the general vicinity of Maryland Avenue and, in connection therewith, to finance, reimburse or refinance related costs of, as applicable, land and right-of-way acquisition and development; site and utility improvements; acquisition, demolition, removal, reconstruction, replacement, renovation, rehabilitation, construction, improvement,

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~~Strikethrough~~ = material deleted from the Ordinance as introduced

installation, and equipping activities and expenses and related activities and expenses; planning, design, architectural, engineering, feasibility, surveying, inspection, construction management, title search, acquisition closing costs, financial and legal expenses and other related activities and expenses; costs of issuance (which may include costs of bond insurance or other credit or liquidity enhancement); capitalized interest (whether or not expressly so stated); and any such costs which may represent the City's share or contribution to the financing or refinancing of such project, including, without limitation, costs contracted for by and/or paid through the Cumberland Economic Development Corporation (collectively, the "Project").

4. Pursuant to the authority of the Enabling Act, the Bond Anticipation Note Enabling Act and the Charter, as applicable, and Ordinance No. 3793, passed by the Mayor and City Council of the City (the "Mayor and City Council") on December 15, 2015 and effective on January 14, 2016 ("Ordinance No. 3793"), the City authorized (i) the issuance and sale from time to time, in one or more series, upon its full faith and credit, of its general obligation bonds in an aggregate principal amount not to exceed Two Million Five Hundred Thousand Dollars ($2,500,000) (collectively, the "Bonds") for the public purpose of financing, reimbursing or refinancing costs of any components of the Project, and (ii) the issuance and sale from time to time, upon its full faith and credit, of one or more series of its general obligation bond anticipation notes in an aggregate principal amount not to exceed Two Million Five Hundred Thousand Dollars ($2,500,000) (collectively, the "BANs") prior to and in anticipation of the sale of any series of the Bonds in order to finance or reimburse costs of the Project on an interim basis, pay costs and expenses in connection with the issuance, sale and delivery of the BANs, and, to the extent determined by the Mayor and City Council by resolution, pay capitalized interest on the BANs.

Underlining = material added to the Ordinance as introduced
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5. The City has determined that it may need to borrow more than Two Million Five Hundred Thousand Dollars ($2,500,000) in order to finance, reimburse or refinance Project costs on an interim and/or permanent basis, and desires to increase the maximum aggregate principal amount of the Bonds and the BANs authorized to be issued and sold for purposes of the Project.

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

SECTION 1. The Recitals to this Ordinance are deemed a substantive part of this Ordinance and incorporated by reference herein. Capitalized terms used in the Sections of this Ordinance that are not otherwise defined herein shall have the meanings given to such terms in the Recitals to this Ordinance.

SECTION 2. From and after the effective date of this Ordinance, subsection (a) of Section 3 of Ordinance No. 3793 shall be deleted in its entirety and inserted in place thereof shall be the following:

> "SECTION 3. (a) To evidence the borrowing and indebtedness authorized in Section 2 of this Ordinance, the City, acting pursuant to the authority of the Enabling Act and the Charter, hereby determines to issue and sell from time to time, in one or more series, upon its full faith and credit, its general obligation bonds in an aggregate principal amount not to exceed Three Million Five Hundred Thousand Dollars ($3,500,000) (collectively, the "Bonds"). Any series of the Bonds may consist of one or more bonds and any such bond may be issued in installment form and/or draw-down form."

Underlining = material added to the Ordinance as introduced
~~Strikethrough~~ = material deleted from the Ordinance as introduced

SECTION 3. From and after the effective date of this Ordinance, subsection (a) of Section 6 of Ordinance No. 3793 shall be deleted in its entirety and inserted in place thereof shall be the following:

"SECTION 6. (a) Pursuant to the authority of the Bond Anticipation Note Enabling Act, the City is hereby authorized and empowered to issue and sell from time to time, upon its full faith and credit, one or more series of its general obligation bond anticipation notes in an aggregate principal amount not to exceed Three Million Five Hundred Thousand Dollars ($3,500,000) (collectively, the "BANs") prior to and in anticipation of the sale of any series of the Bonds in order to finance or reimburse costs of the Project on an interim basis, pay costs and expenses in connection with the issuance, sale and delivery of the BANs, and, to the extent determined by the Mayor and City Council by resolution, pay capitalized interest on the BANs. Any such series of the BANs may consist of one or more notes and any such note may be issued in installment form and/or draw-down form. Prior to the issuance, sale and delivery of each series of the BANs, the Mayor and City Council shall adopt a resolution or resolutions pursuant to the authority of the Bond Anticipation Note Enabling Act, the Charter and this Ordinance authorizing such series of the BANs and specifying, prescribing, determining or providing for the determination of, providing for, or approving or providing for the approval of, with respect to such series of the BANs, the types of matters, details, forms, documents or procedures and determinations specified to be made or addressed in Section 5 hereof with respect to each series of the Bonds, to the extent applicable with respect to such

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~~Strikethrough~~ = material deleted from the Ordinance as introduced

series of the BANs, and as otherwise may be authorized or required by applicable law. Unless the Mayor and City Council determines otherwise in a resolution providing for any series of the BANs, pursuant to the authority of the Bond Anticipation Note Enabling Act, each series of the BANs shall be sold by private negotiation due to the ability to time the market, negotiate terms and thereby achieve a beneficial interest rate or rates and other beneficial terms by undertaking a private sale, and the lower costs of issuance typically incurred with a negotiated sale."

SECTION 4. From and after the effective date of this Ordinance, Ordinance No. 3793 shall be amended and supplemented as provided herein, and all other terms and provisions of Ordinance No. 3793 shall otherwise remain in full force and effect.

SECTION 5. The provisions of this Ordinance shall be liberally construed in order to effectuate the transactions contemplated by this Ordinance.

SECTION 6. The title of this Ordinance shall be deemed to be, and is, a fair summary of this Ordinance for publication and all other purposes.

SECTION 7. This Ordinance shall become effective thirty (30) days after its passage pursuant to the provisions of Section 82A of the Charter, subject to the petition-to-referendum provisions of Section 82A(c) of the Charter.

[CONTINUED ON FOLLOWING PAGE]

Underlining = material added to the Ordinance as introduced
~~Strikethrough~~ = material deleted from the Ordinance as introduced

MAYOR AND CITY COUNCIL OF
CUMBERLAND

(SEAL)

_____
Brian K. Grim
Mayor

ATTEST:

_____
Marjorie A. Woodring, City Clerk

Introduced: _____, 2016

Passed: _____, 2016

Votes for passage:_____
Votes against passage: _____
Abstentions: _____

Effective: _____, 2016

#186791;10002.062

_____
Underlining = material added to the Ordinance as introduced
~~Strikethrough~~ = material deleted from the Ordinance as introduced

Regular Council Agenda
May 17, 2016

Description

Ordinance *(2nd and 3rd readings)* - amending and supplementing Ordinance No. 3793, passed December 15, 2015, to increase the amount of the General Obligation Bonds and Bond Anticipation Notes to finance, reimburse, or refinance costs of the Maryland Avenue Redevelopment Project from $2,500,000 to an aggregate principal amount not to exceed $3,500,000 each

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

CHARTER AMENDMENT RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY CONTAINED IN ARTICLE 11-E OF THE CONSTITUTION OF THE STATE OF MARYLAND AND SECTION 13 OF ARTICLE 23A OF THE ANNOTATED CODE OF MARYLAND ENTITLED "MUNICIPAL CORPORATIONS," AS SAID SECTION WAS ENACTED BY CHAPTER 123 OF THE ACTS OF THE GENERAL ASSEMBLY OF MARYLAND, 1955, ENTITLED "A RESOLUTION TO REPEAL AND REENACT WITH AMENDMENTS SECTION 154 OF THE CHARTER OF THE CITY OF CUMBERLAND, MARYLAND (1991 EDITION), PERTAINING TO PUBLIC BIDDING FOR THE PURPOSE OF INCREASING THE MAXIMUM ALLOWABLE PREFERENCES TO BUSINESSES LOCATED WITHIN THE CITY OF CUMBERLAND, MARYLAND AND ALLEGANY COUNTY, MARYLAND, CLARIFYING THE MANNER IN WHICH THE PREFERENCES ARE TO BE IMPLEMENTED, AND REDUCING THE REQUIRED NUMBER OF DAYS TO PUBLICLY ADVERTISE A SOLICITATION FOR BIDS."

SECTION 1: BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that Section 154 of the Charter of the City of Cumberland (1991 Edition) be repealed and reenacted with amendments to read as follows:

Section 154. Public bidding.

When competitive public bidding is required, the City Clerk, or other officer designated by the Mayor and City Council, shall solicit bids by advertising at least once within a seven (7) day period, in a publication of general circulation within the City. All bids shall be in writing and sealed and shall be opened by the City Clerk in public session of the Mayor and City Council.

The Mayor and City Council shall accept the lowest or best bid deemed to be reasonable, and in the best interests of the City, price, quality of goods, work or services, time of delivery, or completion, residency, and responsibility of bidders all being considered.

Notwithstanding the foregoing, unless a lower percentage for local businesses is established by ordinance, the Mayor and City Council shall extend a ten percent (10%) preference for businesses located within the City and a seven percent (7%) preference for businesses located within Allegany County, Maryland for all contracts that are completely funded by the City without contribution, in whole or in part, from any third parties. The preference shall be implemented by multiplying the applicable percentage by the lowest or best bid deemed to be reasonable and in the best interests of the City and subtracting the product from the applicable local bidder's bid. In order to be eligible for a preference provided for herein, a local bidder must certify under penalty of perjury that it qualifies as a local business. The preference is waived if the certification does not appear on the bid. Additional eligibility criteria may be established by ordinance.

The Mayor and City Council may reject any or all bids, may readvertise for new bids, and may postpone or abandon any purchase or work.

Nothing herein shall be construed to prohibit the City from performing any work or service with City personnel without the need to advertise for bids, or from performing such work or service after the rejection of bids.

The Mayor and City Council may adopt, by Ordinance, such rules, regulations and procedures as may be necessary for the implementation of the purchasing of supplies and contracting for services.

[Note: A text edited version showing the changes made is attached hereto as Exhibit A.]

SECTION 2: AND BE IT FURTHER RESOLVED, that the date of the passage of this Resolution is _____, 2016, and the amendment of the Charter of the City of Cumberland hereby enacted shall become effective on _____, 2016, unless a proper petition for a referendum hereon shall be filed as provided by Section 4-304 of the Local Government Article of the Annotated Code of Maryland. A complete and exact copy of this Resolution shall be continuously posted on the North Centre Street entrance of City Hall, Cumberland, Maryland, until _____, 2016, and the title of this Resolution shall be published in a newspaper of general circulation in the City of Cumberland no less than four times, at weekly intervals, before the aforesaid date.

SECTION 3: AND BE IT FURTHER RESOLVED, that the Mayor and City Council of Cumberland is hereby specifically directed to carry out the provisions of Section 2 hereof regarding the giving of notice by posting and publication of this Resolution, approving the same, and, as evidence of said compliance, the City Clerk shall cause to be affixed to this Resolution a certificate of the publication in the newspaper in which the summary of this Resolution (i.e., its title) shall have been published, and the Mayor, if there is no petition for referendum, shall declare the Charter Amendment made to be effective on the effective date herein provided for, which is _____, 2015, by affixing his signature hereto in the space provided below the effective date hereof.

SECTION 4: AND BE IT FURTHER RESOLVED, that if a proper petition for referendum on the Charter Amendment herein proposed is filed, the Mayor and other proper officials of the City of Cumberland shall comply with applicable law, including, but not limited to, Subtitle 3 of Title 4 of the aforesaid Local Government Article.

SECTION 5: AND BE IT FURTHER RESOLVED, that as soon as the Charter Amendment shall become effective, either as herein provided or following a referendum, the Mayor shall send separately, by registered mail, to the Secretary of the State of Maryland, the Maryland State Department of Assessments and Taxation and the Department of Legislative Reference of Maryland, a complete certified copy of the text of this Resolution, the date of the referendum, if any is held, a certificate showing the number of Councilpersons voting for and against it, and a report on the votes cast for or against the amendments hereby enacted at any referendum hereon, and the effective date of the Charter Amendment.

THIS RESOLUTION PASSED THIS ____ DAY OF _____, 2016.

_____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring, City Clerk

The Charter Amendment enacted by the aforegoing Resolution became effective this ____ day of _____, 2016.

_____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring, City Clerk

I HEREBY CERTIFY, that the aforegoing Resolution, amending the Charter of the City of Cumberland, Maryland, was passed the ____ day of _____, 2016, with ____ votes in affirmation and ____ votes in the negative.

_____
Marjorie A. Woodring, City Clerk

I HEREBY CERTIFY, that the aforegoing is a true and exact copy of the Charter Amendment Resolution No. _____ passed by the Mayor and City Council of Cumberland, Maryland, in Regular Session on the ____ day of _____, 2016.

I FURTHER CERTIFY, that there was no petition for a referendum on the proposed amendment filed within the required time, and therefore, the same became effective on the ____ day of _____, 2016.

_____
Marjorie A. Woodring, City Clerk

EXHIBIT A

[Note: Additions to the Charter are underscored and deletions are stricken through.]

Section 154. Public bidding.

When competitive public bidding is required, the City Clerk, or other officer designated by the Mayor and City Council, shall solicit bids by advertising at least ~~twice~~ once within a seven (7) day period, in a publication of general circulation within the City. All bids shall be in writing and sealed and shall be opened by the City Clerk in public session of the Mayor and City Council.

The Mayor and City Council shall accept the lowest or best bid deemed to be reasonable, and in the best interests of the City, price, quality of goods, work or services, time of delivery, or completion, residency, and responsibility of bidders all being considered.

Notwithstanding the foregoing, unless a lower percentage for local businesses is established by ordinance, the Mayor and City Council shall extend a ~~seven~~ ten percent (10%) preference for businesses located within the City and a ~~five~~ seven percent (7%) preference for businesses located within Allegany County, Maryland for all contracts that are completely funded by the City without contribution, in whole or in part, from any third parties. The ~~amount of the~~ preference shall be ~~equal to the amount of the percentage applied to~~ implemented by multiplying the applicable percentage by the lowest or best bid deemed to be reasonable and in the best interests of the City and subtracting the product from the applicable local bidder's bid. ~~If the bidder submitting the lowest or best bid is not a local business, and if a local business has also submitted such a bid, and, with the benefit of the preference, the local business's bid is equal to or less than the non-local bidder's bid, the City shall award the contract to the local business at its submitted bid price. The~~ In order to be eligible for a preference provided for herein, a local bidder ~~shall~~ must certify~~,~~ under penalty of perjury~~,~~ that it qualifies as a local business. The preference is waived if the certification does not appear on the bid. ~~For purposes of this section, the term "local business"~~ Additional eligibility criteria ~~shall be defined~~ may be established by ordinance.

The Mayor and City Council may reject any or all bids, may readvertise for new bids, and may postpone or abandon any purchase or work.

Nothing herein shall be construed to prohibit the City from performing any work or service with City personnel without the need to advertise for bids, or from performing such work or service after the rejection of bids.

The Mayor and City Council may adopt, by Ordinance, such rules, regulations and procedures as may be necessary for the implementation of the purchasing of supplies and contracting for services.

Regular Council Agenda
May 17, 2016

Description

Charter Amendment Resolution *(2nd and 3rd readings)* - to repeal and reenact Section 154 of the City Charter to increase the maximum threshold for local preference allowances to be 10% for businesses located in the city and 7% for businesses located in the county; clarifying the manner in which the preferences are implemented; and reducing the number of days required for public solicitation of bids

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:** __May 17, 2016__

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

THAT the Mayor be and is hereby authorized to execute an Art Easement Agreement by and between the Board of County Commissioners of Allegany County, Maryland and the Mayor and City Council of Cumberland for the placement of artwork on the retaining wall on the western side of Canal Street; and

BE IT FURTHER ORDERED, that this Agreement shall be for a period of five (5) years with provisions for automatic 5-year renewals;

BE IT FURTHER ORDERED, that funding for this project shall be provided by the Community Development Block Grant (CDBG) program and the Allegany Arts Council.

_____

Mayor Brian K. Grim

Funding: CDBG / Allegany Arts Council

ART EASEMENT AGREEMENT

THIS ART EASEMENT AGREEMENT ("Agreement"), effective April 5, 2016, is made by and between the **Board of County Commissioners of Allegany County, Maryland**, a body corporate and politic of the State of Maryland (the "Property Owner"), and the **Mayor and City Council of Cumberland**, a Maryland municipal corporation (the "City").

Recitals:

WHEREAS, the Property Owner owns the real property and the improvements thereon described in the deed from Maryland Transit Administration to The Board of County Commissioners of Allegany County Maryland dated May 8, 2003 and recorded among the Land Records of Allegany County, Maryland in Deed Liber 716, folio 896;

WHEREAS, a retaining wall located on the western side of Canal Street in the City of Cumberland, Allegany County, Maryland which runs from the intersection of Canal Street and Baltimore Street southward along Canal Street to the Western Maryland Rail Station, the said retaining wall and the land upon which it rests hereinafter being referred to as (the "Property"), is included within the metes and bounds description set forth in the above-referenced deed;

WHEREAS, the City desires to place a piece of publicly commissioned art described in the Exhibit A attached hereto (hereinafter referred to as the "Artwork") on the Property at the approximate location shown on the said Exhibit A;

WHEREAS, the Artwork is an interpretive mural measuring approximately 200' in length and 8' in height; and

WHEREAS, the Property Owner, in recognition of the aesthetic enhancement the Artwork will provide for its benefit as well as that of the citizens of the City of Cumberland and other passersby, is willing to allow the City an easement to display the Artwork on the Property and for the other purposes described hereinafter subject to the hereinafter set forth terms and conditions.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and the Property Owner agree as follows:

1. **Recitals.** The Recitals set forth above are not merely prefatory. They are incorporated by reference herein and form a part of this Agreement.

2. **Grant of Easement.** The Property Owner gives, grants and conveys to the City, its successors and assigns, an easement for the purpose of installing, repairing, maintaining, operating, exhibiting and removing the Artwork on the Property at the location described in the Recitals above or at such other locations on the Property as may be agreed upon by the Property

Owner and the City in writing. For the purpose of agreeing to an alternate location, the City designates the Executive Director of the City of Cumberland Downtown Development Corporation as its agent for the purpose of agreeing to alternate locations for the Artwork. It is understood and agreed that the City may elect to paint all or a portion of the retaining wall on the Property before installing the Artwork thereon.

3. **Term of Agreement.** This Agreement shall commence upon the effective date set forth in the introductory paragraph of this Agreement and shall continue for a period of five (5) years thereafter unless terminated sooner as provide in section 4. Unless terminated as provided in section 4, this Agreement shall automatically renew for successive five (5) year terms.

4. **Termination.**

4.1. Either party may terminate this Agreement effective the end of the initial term or any renewal term by providing the other party with written notice of the termination no later than thirty (30) days prior to the end of the then-current term.

4.2. This Agreement may be terminated by the Property Owner with the City's written consent upon the Property Owner's showing of any of the following: (i) that the Property is to be sold and the buyer requires removal of the easement as a condition of the purchase and sale; (ii) that financing secured by the Property is to be refinanced and the lender requires removal of the easement as a condition of the refinancing; (iii) that the Property is to be substantially remodeled or altered in a way that precludes the continued display of the Artwork at the location shown on the Exhibit A attached hereto; or (iv) that circumstances have materially changed and the continued existence of the easement substantially impedes the Property Owner's reasonable use and enjoyment of the Property. The City shall not unreasonably withhold consent to termination upon the Property Owner's satisfactory demonstration of any of the foregoing conditions of termination.

4.3. The City may terminate the easement at any time at its sole discretion upon 30 days written notice to the Property Owner. Should the City elect to exercise this right of termination, City expressly agrees and warrants that the Artwork shall be removed and the area where the Artwork was placed shall be restored to a reasonable facsimile of the condition it was in just prior to the placement of the Artwork thereon, except that the City shall not be required to restore ordinary wear and tear. Such removal shall occur within 60 days of the termination of the easement, unless this period is extended in writing by the parties.

5. **Maintenance and Removal of Artwork.** The City shall be responsible for the maintenance and repair of the Artwork during the term of this Agreement. In the event the Artwork is damaged during the term of this Agreement, the City reserves the right to replace it. Upon the expiration or termination of this Agreement, at its expense, the City shall remove the Artwork from the Property and restore the area where the Artwork was placed to a reasonable facsimile of the condition it was in just prior to the placement of the Artwork thereon, except that the City shall not be required to restore ordinary wear and tear. Such removal and restoration shall be effected no later than sixty (60) days from the date of the expiration or termination of this Agreement unless the parties agree in writing the written extension of this time frame. Removal of the Artwork, whether under this section or section 4.3 shall not include the removal

of any background paint on the retaining wall. However, the Property Owner shall have the right to require the City to repaint it with a solid color similar to the background paint.

6. **Property Owner's Covenants.** The Property Owner covenants with the City and agrees that:

(a) It will not permit any other works of art, billboards or other media to be displayed on the wall where the Artwork is displayed without the prior written approval of the City;

(b) It will not permit any shrubs, trees, vines, or other vegetation to be planted or grow on or around the Property which would obstruct or materially impair the visibility of the Artwork; and

(c) It will not permit any signs, billboards or structures to be erected or placed on or around the Property which would obstruct or materially impair the visibility of the Artwork.

7. **Right of Entry.** The City shall have the right to enter onto the Property for the purposes described in this Agreement.

8. **Assignment.** This Agreement shall not be subject to assignment except upon the written consent of the Property Owner.

9. **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.

10. **Maryland Law Applies.** This Agreement shall be governed and construed according to the laws of the State of Maryland without regard to principles of conflict of laws. Any litigation arising out of or concerning its terms shall be commenced in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and both parties waive the right to claim that such courts constitute inconvenient fora or improper venues.

11. **Binding Effect.** This Agreement shall be binding upon the parties hereto and, as applicable, each of their respective heirs, personal representatives, administrators, executors, successors and assigns as well as the Property Owner's successors in title. The covenants contained herein shall be deemed to touch, concern and run with the land of the Property.

12. **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.

13. **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 AGREEMENT. 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 AGREEMENT.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

15. Notices. All requests, approvals, consents, notices and other communications required to be given in writing under the terms hereof shall be properly given only if hand-delivered or delivered by United States Post Office or overnight courier and addressed as follows:

To the City:

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

To the Property Owner:

Board of County Commissioners of Allegany County, Maryland
701 Kelly Road
Cumberland, MD 21502
ATTN: County Administrator

Such requests, approvals, consents, notices and other communications shall be deemed to have been effected on the date of mailing if mailed or on the date of delivery if hand delivered.

16. Recordation. This Agreement may be recorded among the Land Records of Allegany County, Maryland. The party who records it shall bear the costs of recordation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above intending that it be an instrument under seal.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

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

_____
Marjorie A. Woodring,
City Clerk

BOARD OF COUNTY COMMISSIONERS OF ALLEGANY COUNTY, MARYLAND

By: _____ (SEAL)
Jacob C. Shade, President

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2016, 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 made oath that he is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 28 day of April, 2016, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Jacob C. Shade**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the President of the Board of County Commissioners of Allegany County, Maryland, a body corporate and politic of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Board of County Commissioners of Allegany County, Maryland and made oath that he is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

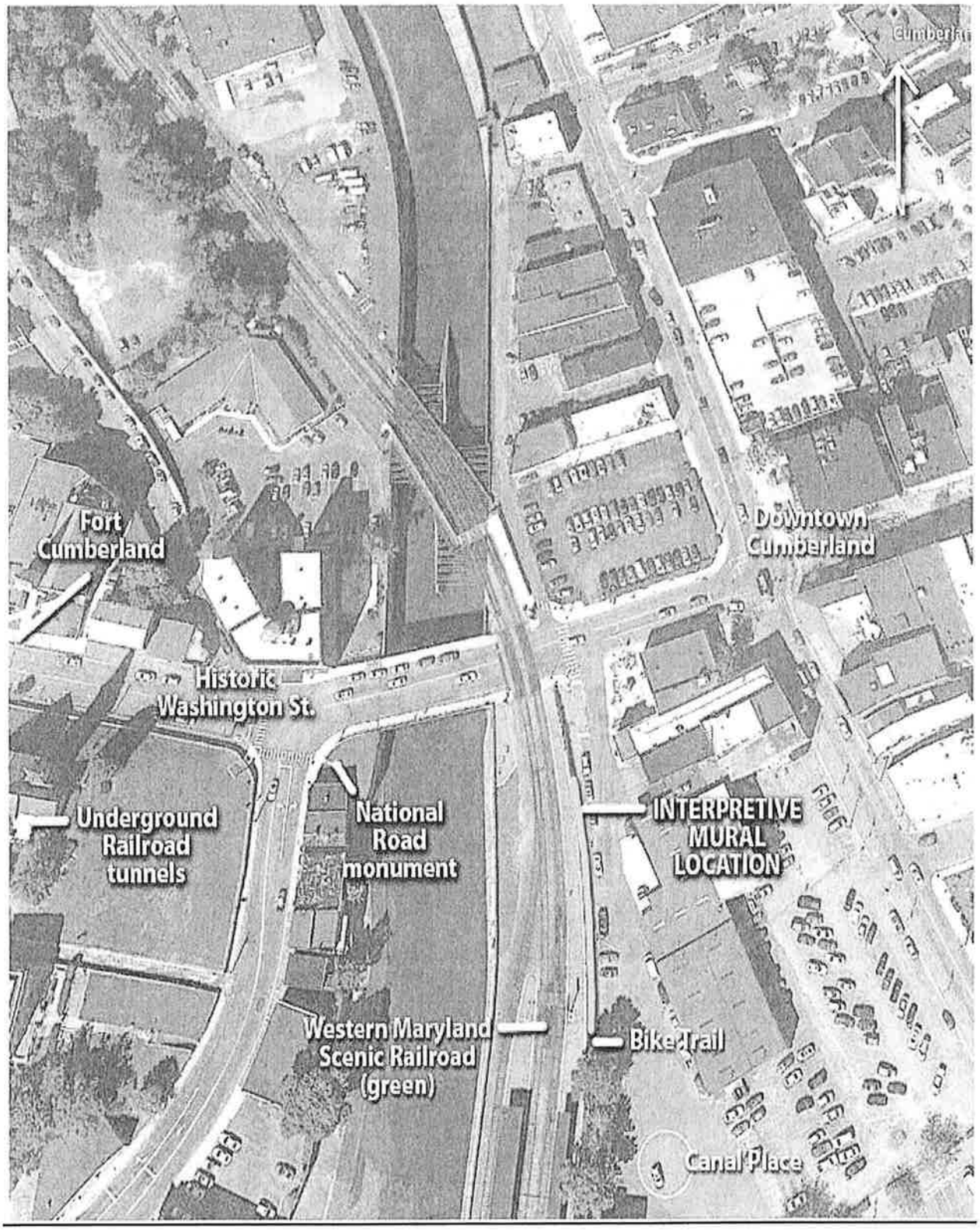
Linda A. Simpson
NOTARY PUBLIC

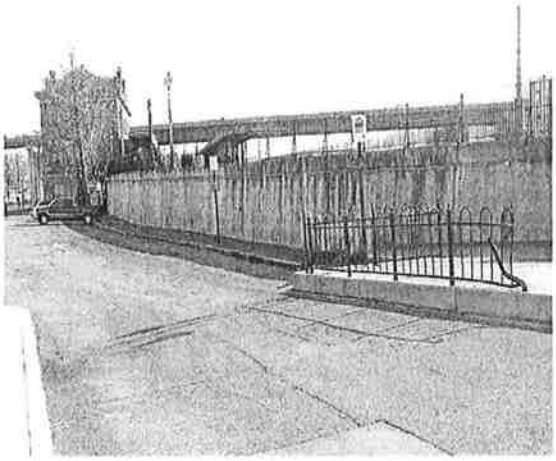
My Commission Expires: 10/12/16

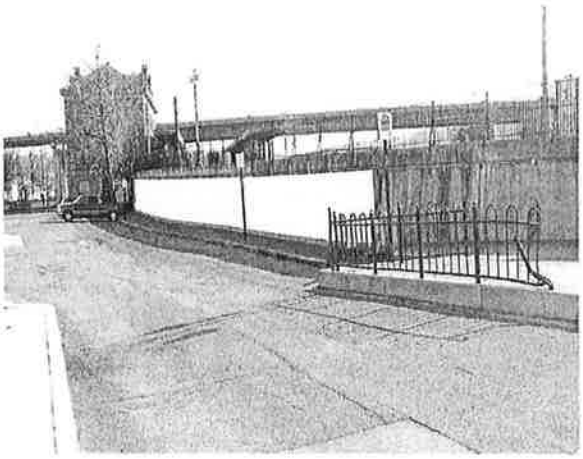
I HEREBY CERTIFY that the within and foregoing document was prepared by, or under the supervision of, the undersigned, a Maryland attorney, and that no title search was performed in connection with its preparation.

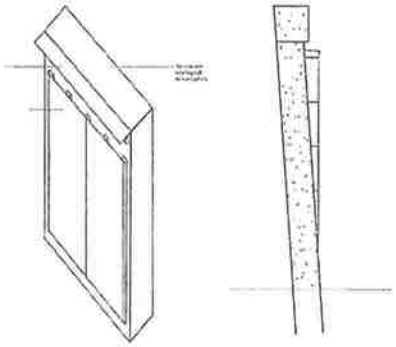
_____
MICHAEL SCOTT COHEN

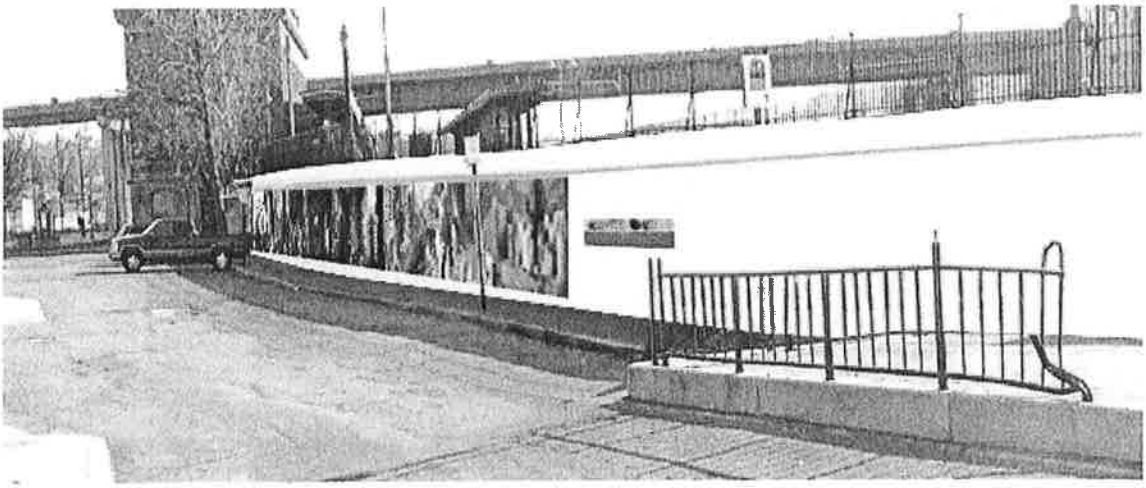
EXHIBIT A


Fort Cumberland
Historic Washington St.
Underground Railroad tunnels
National Road monument
Western Maryland Scenic Railroad (green)
Downtown Cumberland
INTERPRETIVE MURAL LOCATION
Bike Trail
Canal Place









Regular Council Agenda
May 17, 2016

Description

Order authorizing the execution of an Art Easement Agreement with the Allegany County Commissioners regarding the placement of an art mural on the retaining wall on the western side of Canal Street; funding to be provided by CDBG and the Allegany Arts Council

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

CDBG
Allegany Arts Council

ART EASEMENT AGREEMENT

THIS ART EASEMENT AGREEMENT ("Agreement"), effective May 17, 2016, is made by and between **CBIZ Insurance Services, Inc.** (the "Property Owner") and the **Mayor and City Council of Cumberland**, a Maryland municipal corporation (the "City").

Recitals:

WHEREAS, the Property Owner, as the successor to Beall, Screen, Garner & Geare, Inc., owns the real property and the improvements thereon located at 42 Baltimore Street, Cumberland, MD 21502 (the "Property") which is described in the deed from Wolf Realty Associates to Beall, Screen, Garner & Geare, Inc., dated March 2, 1988 and recorded among the Land Records of Allegany County, Maryland in Deed Liber 570, folio 198;

WHEREAS, the City desires to place a piece of publicly commissioned art described in the Exhibit A attached hereto (hereinafter referred to as the "Artwork") on the Property on the western wall of the structure on the Property in the approximate location shown on the said Exhibit A; and

WHEREAS, the Property Owner, in recognition of the aesthetic enhancement the Artwork will provide for its benefit as well as that of the citizens of the City of Cumberland and other passersby, is willing to allow the City an easement to display the Artwork on the Property and for the other purposes described hereinafter subject to the hereinafter set forth terms and conditions.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and the Property Owner agree as follows:

1. **Recitals.** The Recitals set forth above are not merely prefatory. They are incorporated by reference herein and form a part of this Agreement.

2. **Grant of Easement.** The Property Owner gives, grants and conveys to the City, its successors and assigns, an easement for the purpose of installing, repairing, maintaining, operating, exhibiting and removing the Artwork on the structure located on the Property (the "Building") at the location described in the Recitals above or at such other locations on the Property as may be agreed upon by the Property Owner and the City in writing. For the purpose of agreeing to an alternate location, the City designates the Executive Director of the City of Cumberland Downtown Development Corporation as its agent for the purpose of agreeing to alternate locations for the Artwork.

3. **Term of Agreement.** This Agreement shall commence upon the effective date set forth in the introductory paragraph of this Agreement and shall continue for a period of five (5) years thereafter unless terminated sooner as provide in section 4. Unless terminated as provided in section 4, this Agreement shall automatically renew for successive five (5) year terms.

4. **Termination.**

4.1. Either party may terminate this Agreement effective the end of the initial term or any renewal term by providing the other party with written notice of the termination no later than thirty (30) days prior to the end of the then-current term.

4.2. This Agreement may be terminated by the Property Owner with the City's written consent upon the Property Owner's showing of any of the following: (i) that the Property is to be sold and the buyer requires removal of the easement as a condition of the purchase and sale; (ii) that financing secured by the Property is to be refinanced and the lender requires removal of the easement as a condition of the refinancing; (iii) that the Property is to be substantially remodeled or altered in a way that precludes the continued display of the Artwork at the location shown on the Exhibit A attached hereto; or (iv) that circumstances have materially changed and the continued existence of the easement substantially impedes the Property Owner's reasonable use and enjoyment of the Property. The City shall not unreasonably withhold consent to termination upon the Property Owner's satisfactory demonstration of any of the foregoing conditions of termination.

4.3. The City may terminate the easement at any time at its sole discretion upon 30 days written notice to the Property Owner. Should the City elect to exercise this right of termination, City expressly agrees and warrants that the Artwork shall be removed and the area where the Artwork was placed shall be restored to a reasonable facsimile of the condition it was in just prior to the placement of the Artwork thereon, except that the City shall not be required to restore ordinary wear and tear. Such removal shall occur within 60 days of the termination of the easement, unless this period is extended in writing by the parties.

5. **Maintenance and Removal of Artwork.** The City shall be responsible for the maintenance and repair of the Artwork during the term of this Agreement. In the event the Artwork is damaged during the term of this Agreement, the City reserves the right to replace it. Upon the expiration or termination of this Agreement, at its expense, the City shall remove the Artwork from the Property and restore the area where the Artwork was placed to a reasonable facsimile of the condition it was in just prior to the placement of the Artwork thereon, except that the City shall not be required to restore ordinary wear and tear. Such removal and restoration shall be effected no later than sixty (60) days from the date of the expiration or termination of this Agreement unless the parties agree in writing the written extension of this time frame.

6. **Property Owner's Covenants.** The Property Owner covenants with the City and agrees that:

(a) It will not permit any other works of art, billboards or other media to be displayed on the wall where the Artwork is displayed without the prior written approval of the City;

(b) It will not permit any shrubs, trees, vines, or other vegetation to be planted or grow on the Building which would obstruct or materially impair the visibility of the Artwork, it being understood that the Property Owner does not own the plaza on the west side of the

Building and that lack of ownership may impair the Property Owner's ability to satisfy the obligation; and

(c) It will not permit any signs, billboards or structures to be erected or placed on the Building which would obstruct or materially impair the visibility of the Artwork.

7. **Right of Entry.** The City shall have the right to enter onto the Property weekdays from between 8:00 a.m. and 5:00 p.m. for any and all of the purposes described in this Agreement. It may enter onto the Property at such other times as the Property Owner may allow.

8. **Assignment.** This Agreement shall not be subject to assignment except upon the written consent of the Property Owner.

9. **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.

10. **Indemnification.** The City shall indemnify and hold the Property Owner harmless from and against any and all claims, damages, injuries or otherwise arising out of the installation, maintenance or removal of the Artwork or relating to the Artwork itself except to the extent that they arise from the negligence or intentionally wrongful acts of the Property Owner, its agents, employees or representatives.

11. **Maryland Law Applies.** This Agreement shall be governed and construed according to the laws of the State of Maryland without regard to principles of conflict of laws. Any litigation arising out of or concerning its terms shall be commenced in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and both parties waive the right to claim that such courts constitute inconvenient fora or improper venues.

12. **Binding Effect.** This Agreement shall be binding upon the parties hereto and, as applicable, each of their respective heirs, personal representatives, administrators, executors, successors and assigns as well as the Property Owner's successors in title. The covenants contained herein shall be deemed to touch, concern and run with the land of the Property.

13. **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.

14. **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 AGREEMENT. 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 AGREEMENT.**

15. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

16. **Notices.** All requests, approvals, consents, notices and other communications required to be given in writing under the terms hereof shall be properly given only if hand-delivered or delivered by United States Post Office or overnight courier and addressed as follows:

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

To the Property Owner:
CBIZ Insurance Services, Inc.
42 Baltimore Street
Cumberland, MD 21502
ATTN:_____

Such requests, approvals, consents, notices and other communications shall be deemed to have been effected on the date of mailing if mailed or on the date of delivery if hand delivered.

17. **Recordation.** This Agreement may be recorded among the Land Records of Allegany County, Maryland. The party who records it shall bear the costs of recordation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above intending that it be an instrument under seal.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

_____
Marjorie A. Woodring,
City Clerk

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

CBIZ INSURANCE SERVICES, INC.

Kim Dibble

By: Ware Grove (SEAL)

WARE GROVE, VICE PRESIDENT
printed name and title

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2016, 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 made oath that he is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF ~~MARYLAND,~~ OHIO
CUYAHOGA **~~ALLEGANY~~ COUNTY, TO WIT:**

I HEREBY CERTIFY, that on this 4th day of MAY, 2016, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared WAYNE GROVE, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the VICE PRESIDENT of CBIZ Insurance Services, Inc., a Maryland corporation, and acknowledged the foregoing to be the act and deed of the said corporation and made oath that he is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

Cheryl A. Hastwell
NOTARY PUBLIC

My Commission Expires: 1-21-17

NOTARIAL SEAL STATE OF OHIO

CHERYL A. HASTWELL
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Cuyahoga County
My Comm. Exp. 1/21/17

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

EXHIBIT A

ART EASEMENT AGREEMENT

THIS ART EASEMENT AGREEMENT ("Agreement"), effective April 5, 2016, is made by and between **David F. Romero and Margaret A. Romero** (the "Property Owners") and the **Mayor and City Council of Cumberland**, a Maryland municipal corporation (the "City").

Recitals:

WHEREAS, the Property Owners own the real property and the improvements thereon located at 55 Baltimore Street, Cumberland, MD 21502 (the "Property") which is described in the deed from Timothy J. Mullaney to David F. Romero and Margaret A. Romero, husband and wife, dated February 19, 2003 and recorded among the Land Records of Allegany County, Maryland in Deed Liber 714, folio 137;

WHEREAS, the City desires to place a piece of publicly commissioned art described in the Exhibit A attached hereto (hereinafter referred to as the "Artwork") on the Property on the southern wall of the structure on the Property in the approximate location shown on the said Exhibit A; and

WHEREAS, the Property Owners, in recognition of the aesthetic enhancement the Artwork will provide for its benefit as well as that of the citizens of the City of Cumberland and other passersby, is willing to allow the City an easement to display the Artwork on the Property and for the other purposes described hereinafter subject to the hereinafter set forth terms and conditions.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and the Property Owners agree as follows:

1. **Recitals.** The Recitals set forth above are not merely prefatory. They are incorporated by reference herein and form a part of this Agreement.

2. **Grant of Easement.** The Property Owners give, grant and convey to the City, its successors and assigns, an easement for the purpose of installing, repairing, maintaining, operating, exhibiting and removing the Artwork on the Property at the location described in the Recitals above or at such other locations on the Property as may be agreed upon by the Property Owners and the City in writing. For the purpose of agreeing to an alternate location, the City designates the Executive Director of the City of Cumberland Downtown Development Corporation as its agent for the purpose of agreeing to alternate locations for the Artwork.

3. **Term of Agreement.** This Agreement shall commence upon the effective date set forth in the introductory paragraph of this Agreement and shall continue for a period of five (5) years thereafter unless terminated sooner as provide in section 4. Unless terminated as provided in section 4, this Agreement shall automatically renew for successive five (5) year terms.

4. **Termination.**

4.1. Either party may terminate this Agreement effective the end of the initial term or any renewal term by providing the other party with written notice of the termination no later than thirty (30) days prior to the end of the then-current term.

4.2. This Agreement may be terminated by the Property Owners with the City's written consent upon the Property Owners' showing of any of the following: (i) that the Property is to be sold and the buyer requires removal of the easement as a condition of the purchase and sale; (ii) that financing secured by the Property is to be refinanced and the lender requires removal of the easement as a condition of the refinancing; (iii) that the Property is to be substantially remodeled or altered in a way that precludes the continued display of the Artwork at the location shown on the Exhibit A attached hereto; or (iv) that circumstances have materially changed and the continued existence of the easement substantially impedes the Property Owners' reasonable use and enjoyment of the Property. The City shall not unreasonably withhold consent to termination upon the Property Owners' satisfactory demonstration of any of the foregoing conditions of termination.

4.3. The City may terminate the easement at any time at its sole discretion upon 30 days written notice to the Property Owners. Should the City elect to exercise this right of termination, City expressly agrees and warrants that the Artwork shall be removed and the area where the Artwork was placed shall be restored to a reasonable facsimile of the condition it was in just prior to the placement of the Artwork thereon, except that the City shall not be required to restore ordinary wear and tear. Such removal shall occur within 60 days of the termination of the easement, unless this period is extended in writing by the parties.

5. **Maintenance and Removal of Artwork.** The City shall be responsible for the maintenance and repair of the Artwork during the term of this Agreement. In the event the Artwork is damaged during the term of this Agreement, the City reserves the right to replace it. Upon the expiration or termination of this Agreement, at its expense, the City shall remove the Artwork from the Property and restore the area where the Artwork was placed to a reasonable facsimile of the condition it was in just prior to the placement of the Artwork thereon, except that the City shall not be required to restore ordinary wear and tear. Such removal and restoration shall be effected no later than sixty (60) days from the date of the expiration or termination of this Agreement unless the parties agree in writing the written extension of this time frame.

6. **Property Owner's Covenants.** The Property Owners covenant with the City and agree that:

(a) It will not permit any other works of art, billboards or other media to be displayed on the wall where the Artwork is displayed without the prior written approval of the City;

(b) It will not permit any shrubs, trees, vines, or other vegetation to be planted or grow on the Property which would obstruct or materially impair the visibility of the Artwork; and

(c) It will not permit any signs, billboards or structures to be erected or placed on the Property which would obstruct or materially impair the visibility of the Artwork.

7. **Right of Entry.** The City shall have the right to enter onto the Property weekdays from between 8:00 a.m. and 5:00 p.m. for any and all of the purposes described in this Agreement. It may enter onto the Property at such other times as the Property Owners may allow.

8. **Assignment.** This Agreement shall not be subject to assignment except upon the written consent of the Property Owners.

9. **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.

10. **Maryland Law Applies.** This Agreement shall be governed and construed according to the laws of the State of Maryland without regard to principles of conflict of laws. Any litigation arising out of or concerning its terms shall be commenced in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and both parties waive the right to claim that such courts constitute inconvenient fora or improper venues.

11. **Binding Effect.** This Agreement shall be binding upon the parties hereto and, as applicable, each of their respective heirs, personal representatives, administrators, executors, successors and assigns as well as the Property Owners' successors in title. The covenants contained herein shall be deemed to touch, concern and run with the land of the Property.

12. **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.

13. **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 AGREEMENT. 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 AGREEMENT.**

14. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

15. **Notices.** All requests, approvals, consents, notices and other communications required to be given in writing under the terms hereof shall be properly given only if hand-

delivered or delivered by United States Post Office or overnight courier and addressed as follows:

To the City:

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

To the Property Owners:

Mr. & Mrs. David F. Romero
55 Baltimore Street
Cumberland, MD 21502

Such requests, approvals, consents, notices and other communications shall be deemed to have been effected on the date of mailing if mailed or on the date of delivery if hand delivered.

16. Recordation. This Agreement may be recorded among the Land Records of Allegany County, Maryland. The party who records it shall bear the costs of recordation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above intending that it be an instrument under seal.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

_____
Marjorie A. Woodring,
City Clerk

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

_____ (SEAL)
David F. Romero

_____ (SEAL)
Margaret A. Romero

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2016, 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 made oath that he is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2016, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **David F. Romero**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, and he acknowledged the foregoing instrument to be his act and deed.

WITNESS my hand and Notarial Seal.

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2016, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Margaret A. Romero**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, and she acknowledged the foregoing instrument to be her act and deed.

WITNESS my hand and Notarial Seal.

_____
NOTARY PUBLIC

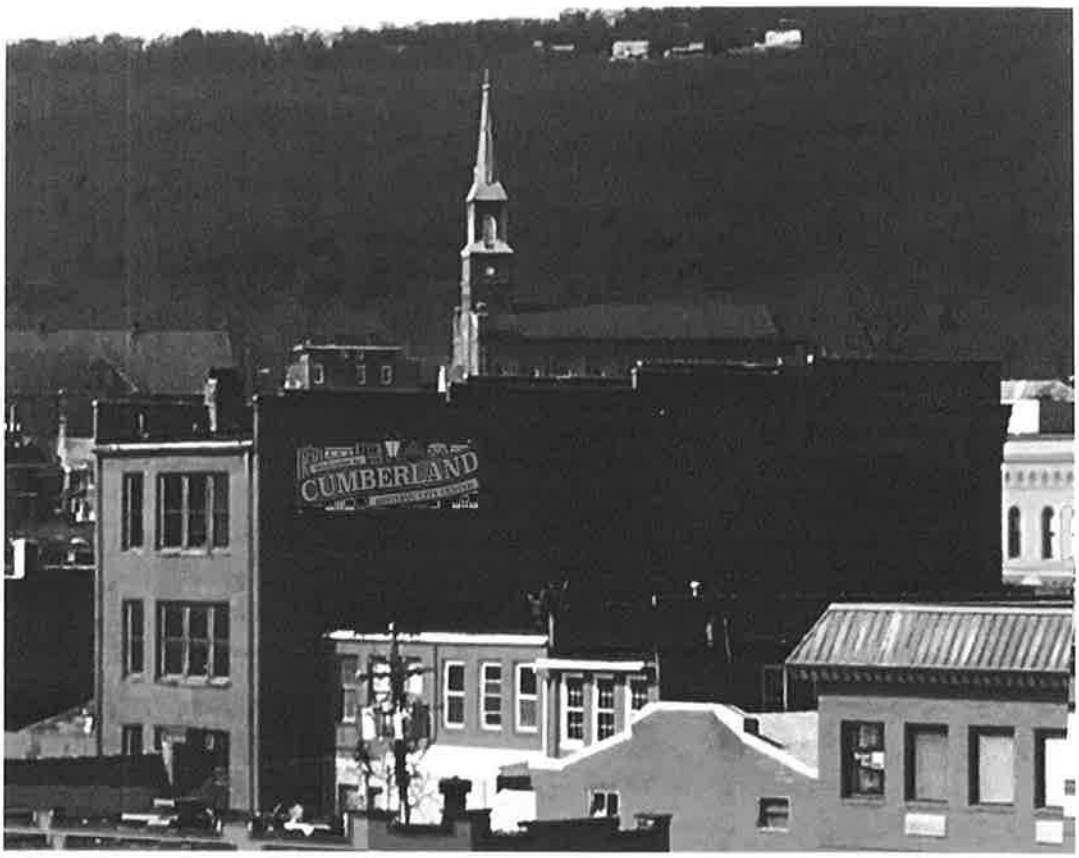
My Commission Expires: _____

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

EXHIBIT A



ART EASEMENT AGREEMENT

THIS ART EASEMENT AGREEMENT ("Agreement"), effective April 5, 2016, is made by and between **Edward C. Hedrick, Jr. and Andrea M. Hedrick** (the "Property Owners") and the **Mayor and City Council of Cumberland**, a Maryland municipal corporation (the "City").

Recitals:

WHEREAS, the Property Owners own the real property and the improvements thereon located at 18-20 S. Mechanic Street, Cumberland, MD 21502 (the "Property") which is described in the deed from Edward C. Hedrick, Jr. to Edward C. Hedrick, Jr. and Andrea M. Hedrick, dated March 2, 2013 and recorded among the Land Records of Allegany County, Maryland in Book 1947, Page 76;

WHEREAS, the City desires to place a piece of publicly commissioned art described in the Exhibit A attached hereto (hereinafter referred to as the "Artwork") on the Property on the southern wall of the structure on the Property in the approximate location shown on the said Exhibit A; and

WHEREAS, the Property Owners, in recognition of the aesthetic enhancement the Artwork will provide for its benefit as well as that of the citizens of the City of Cumberland and other passersby, is willing to allow the City an easement to display the Artwork on the Property and for the other purposes described hereinafter subject to the hereinafter set forth terms and conditions.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and the Property Owners agree as follows:

1. Recitals. The Recitals set forth above are not merely prefatory. They are incorporated by reference herein and form a part of this Agreement.

2. Grant of Easement. The Property Owners give, grant and convey to the City, its successors and assigns, an easement for the purpose of installing, repairing, maintaining, operating, exhibiting and removing the Artwork on the Property at the location described in the Recitals above or at such other locations on the Property as may be agreed upon by the Property Owners and the City in writing. For the purpose of agreeing to an alternate location, the City designates the Executive Director of the City of Cumberland Downtown Development Corporation as its agent for the purpose of agreeing to alternate locations for the Artwork.

3. Term of Agreement. This Agreement shall commence upon the effective date set forth in the introductory paragraph of this Agreement and shall continue for a period of five (5) years thereafter unless terminated sooner as provide in section 4. Unless terminated as provided in section 4, this Agreement shall automatically renew for successive five (5) year terms.

4. **Termination.**

4.1. Either party may terminate this Agreement effective the end of the initial term or any renewal term by providing the other party with written notice of the termination no later than thirty (30) days prior to the end of the then-current term.

4.2. This Agreement may be terminated by the Property Owners with the City's written consent upon the Property Owners' showing of any of the following: (i) that the Property is to be sold and the buyer requires removal of the easement as a condition of the purchase and sale; (ii) that financing secured by the Property is to be refinanced and the lender requires removal of the easement as a condition of the refinancing; (iii) that the Property is to be substantially remodeled or altered in a way that precludes the continued display of the Artwork at the location shown on the Exhibit A attached hereto; or (iv) that circumstances have materially changed and the continued existence of the easement substantially impedes the Property Owners' reasonable use and enjoyment of the Property. The City shall not unreasonably withhold consent to termination upon the Property Owners' satisfactory demonstration of any of the foregoing conditions of termination.

4.3. The City may terminate the easement at any time at its sole discretion upon 30 days written notice to the Property Owners. Should the City elect to exercise this right of termination, City expressly agrees and warrants that the Artwork shall be removed and the area where the Artwork was placed shall be restored to a reasonable facsimile of the condition it was in just prior to the placement of the Artwork thereon, except that the City shall not be required to restore ordinary wear and tear. Such removal shall occur within 60 days of the termination of the easement, unless this period is extended in writing by the parties.

5. **Maintenance and Removal of Artwork.** The City shall be responsible for the maintenance and repair of the Artwork during the term of this Agreement. In the event the Artwork is damaged during the term of this Agreement, the City reserves the right to replace it. Upon the expiration or termination of this Agreement, at its expense, the City shall remove the Artwork from the Property and restore the area where the Artwork was placed to a reasonable facsimile of the condition it was in just prior to the placement of the Artwork thereon, except that the City shall not be required to restore ordinary wear and tear. Such removal and restoration shall be effected no later than sixty (60) days from the date of the expiration or termination of this Agreement unless the parties agree in writing the written extension of this time frame.

6. **Property Owner's Covenants.** The Property Owners covenant with the City and agree that:

(a) It will not permit any other works of art, billboards or other media to be displayed on the wall where the Artwork is displayed without the prior written approval of the City;

(b) It will not permit any shrubs, trees, vines, or other vegetation to be planted or grow on the Property which would obstruct or materially impair the visibility of the Artwork; and

(c) It will not permit any signs, billboards or structures to be erected or placed on the Property which would obstruct or materially impair the visibility of the Artwork.

7. **Right of Entry.** The City shall have the right to enter onto the Property weekdays from between 8:00 a.m. and 5:00 p.m. for any and all of the purposes described in this Agreement. It may enter onto the Property at such other times as the Property Owners may allow.

8. **Assignment.** This Agreement shall not be subject to assignment except upon the written consent of the Property Owners.

9. **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.

10. **Maryland Law Applies.** This Agreement shall be governed and construed according to the laws of the State of Maryland without regard to principles of conflict of laws. Any litigation arising out of or concerning its terms shall be commenced in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and both parties waive the right to claim that such courts constitute inconvenient fora or improper venues.

11. **Binding Effect.** This Agreement shall be binding upon the parties hereto and, as applicable, each of their respective heirs, personal representatives, administrators, executors, successors and assigns as well as the Property Owners' successors in title. The covenants contained herein shall be deemed to touch, concern and run with the land of the Property.

12. **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.

13. **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 AGREEMENT. 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 AGREEMENT.**

14. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

15. **Notices.** All requests, approvals, consents, notices and other communications required to be given in writing under the terms hereof shall be properly given only if hand-

delivered or delivered by United States Post Office or overnight courier and addressed as follows:

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

To the Property Owners:
Mr. & Mrs. Edward C. Hedrick, Jr.
305 Washington Street
Cumberland, MD 21502

Such requests, approvals, consents, notices and other communications shall be deemed to have been effected on the date of mailing if mailed or on the date of delivery if hand delivered.

16. **Recordation.** This Agreement may be recorded among the Land Records of Allegany County, Maryland. The party who records it shall bear the costs of recordation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above intending that it be an instrument under seal.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

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

_____
Marjorie A. Woodring,
City Clerk

Stacy S Nichols

Stacy S Nichols

_____ (SEAL)
Edward C. Hedrick, Jr.

_____ (SEAL)
Andrea M. Hedrick

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2016, 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 made oath that he is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 11th day of APRIL, 2016, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Edward C. Hedrick, Jr.**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, and he acknowledged the foregoing instrument to be his act and deed.

WITNESS my hand and Notarial Seal.

Stacey S Nichols
NOTARY PUBLIC

My Commission Expires: 11-20-18

STACEY S. NICHOLS
My Commission Expires
NOTARY PUBLIC
11-20-18
ALLEGANY COUNTY, MD

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 11th day of APRIL, 2016, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Andrea M. Hedrick**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, and she acknowledged the foregoing instrument to be her act and deed.

WITNESS my hand and Notarial Seal.

Stacey S Nichols
NOTARY PUBLIC

My Commission Expires: 11-20-18

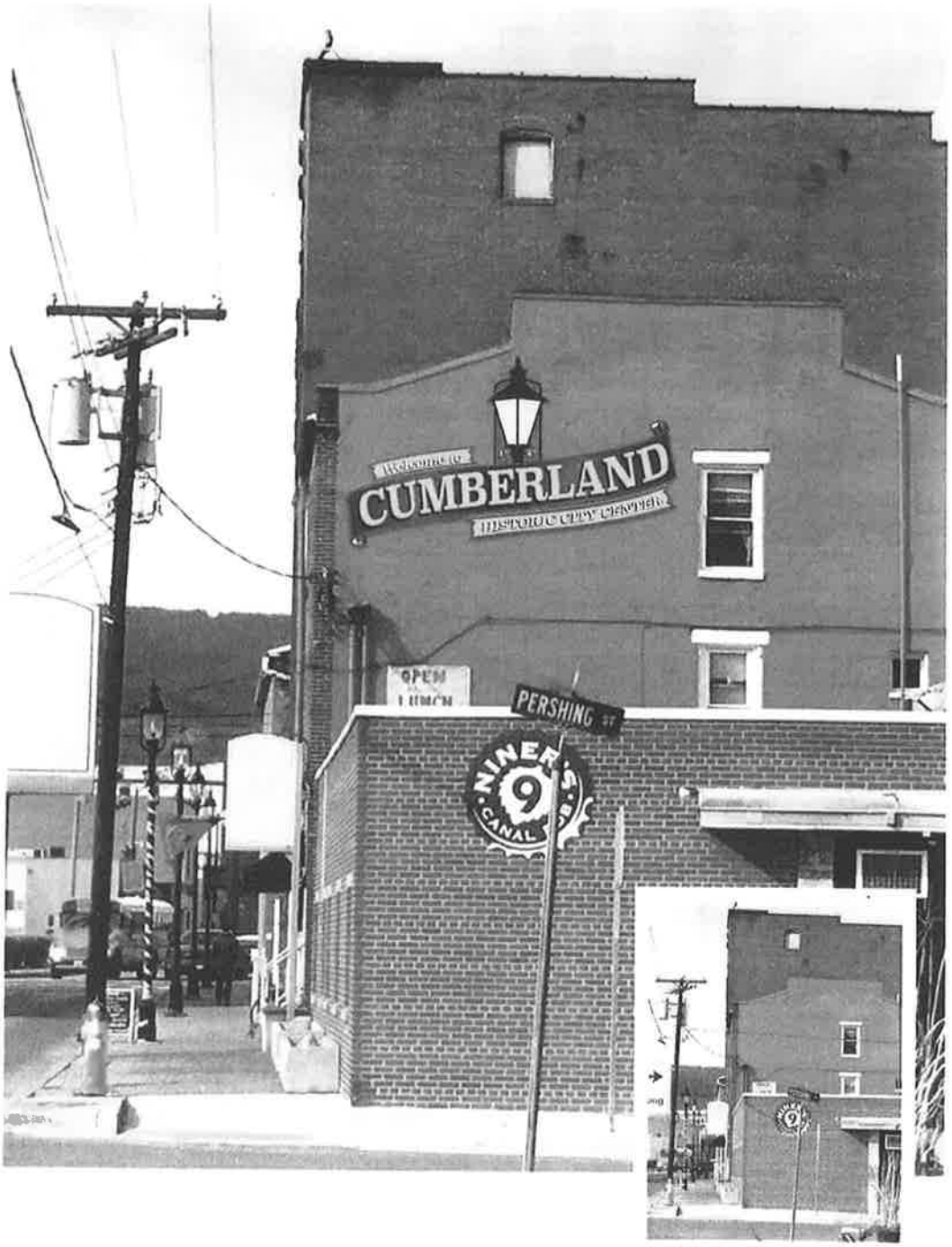
STACEY S. NICHOLS
My Commission Expires
NOTARY PUBLIC
11-20-18
ALLEGANY COUNTY, MD

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

EXHIBIT A


Welcome to
CUMBERLAND
HISTORIC CITY CENTER
OPEN
LUNCH
PERSHING ST
NINER'S
9
CANAL

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __May 17, 2016__

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

THAT the Mayor be and is hereby authorized to execute three (3) Art Easement Agreements for the placement of artwork as follows:

PROPERTY OWNERS	LOCATION
CBIZ Insurance Services, Inc.	42 Baltimore Street
David F. and Margaret A. Romero	55 Baltimore Street
Edward C. and Andrea M. Hedrick	18-20 S. Mechanic Street

BE IT FURTHER ORDERED, that this Agreement shall be for a period of five (5) years with provisions for automatic 5-year renewals; and

BE IT FURTHER ORDERED, that funding for this project shall be provided by the CDBG program and the Downtown Development Commission.

_____

Mayor Brian K. Grim

Funding: CDBG / DDC

Regular Council Agenda
May 17, 2016

Description

Order authorizing the execution of Art Easement Agreements for the placement of art murals at 18-20 S. Mechanic Street, 55 Baltimore Street, and 42 Baltimore Street for a period of 5 years with options for renewal; funding to be provided by CDBG and the DDC

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:** May 17, 2016

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

WHEREAS, the Mayor and City Council of Cumberland is the record owner of a certain parcel of real property together with the improvements thereon which are known as 316 Baltimore Avenue, Cumberland, MD 21502(hereinafter referred to as the "Property"), the Property being more particularly described in the Land Records of Allegany County, Maryland in Book 2168, Page 11, Tax Account No. 23-009633;

WHEREAS, the Property has been determined to be surplus property by the Mayor and City Council of Cumberland;

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

1. The Property is hereby declared to be surplus in accordance with the provisions of Section 1 of the Charter of the City of Cumberland;

2. **BE IT FURTHER ORDERED**, that the Mayor and City Council intend to sell the Property to adjacent property owners Edward M. and Frances L. Cook for the purchase price of $1,500 (One Thousand Five Hundred Dollars);

3. **BE IT FURTHER ORDERED,** that after passage of twenty (20) days from the date of this Order and the passage of an Ordinance authorizing the execution of the

Deed effecting the conveyance of the Property, formal transfer of the Property to Edward M. and Frances L. Cook may proceed.

_____

Mayor Brian K. Grim

Edward and Frances Cook
13 Decatur Street
Cumberland, MD 21502
March 22, 2016

Mayor Grim and City Council
57 North Liberty Street
Cumberland, MD 21502

Dear Mayor and City Council:

We are interested in buying the lot at 316 Baltimore Avenue. The lot is bounded on two sides by our property. We own the 314 Baltimore Avenue lot and our Decatur Street property backs onto Bellevue Street. The side of our carriage house is the boundary to the 316 Baltimore Avenue lot. The other two sides are public sidewalks and streets. We are interested in keeping the lot as green space. We think that the combining of the two lots will make a lovely green respite in this area.

Thank you.

Sincerely,

Edward M. Cook
Edward M. Cook

Frances L. Cook
Frances L. Cook

RCVD

CLERK'S OFFICE

2016MAR28 AM 9:49

Guide to searching the database

View Map | View GroundRent Redemption | View GroundRent Registration

Account Identifier: District - 23 Account Number - 009633

Owner Information

Owner Name:	MAYOR & CITY COUNCIL OF CUMB	**Use:**	EXEMPT
		Principal Residence:	NO
Mailing Address:	57 N LIBERTY ST CUMBERLAND MD 21502-	**Deed Reference:**	/02168/ 00011

Location & Structure Information

Premises Address:	316 BALTIMORE AVE CUMBERLAND 21502-0000	**Legal Description:**	316 BALTIMORE AVE LOT 4 24X70 21X73

Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0105	0002	0240F		0000				2015	Plat Ref:

Special Tax Areas:

Town: CUMBERLAND
Ad Valorem:
Tax Class:

Primary Structure Built	Above Grade Enclosed Area	Finished Basement Area	Property Land Area	County Use
			1,625 SF	

Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation

Value Information

	Base Value	Value As of 01/01/2015	Phase-in Assessments As of 07/01/2015	As of 07/01/2016
Land:	3,000	1,500		
Improvements	0	0		
Total:	3,000	1,500	2,500	1,500
Preferential Land:	0			0

Transfer Information

Seller: CUMBERLAND CHOICE RENTALS LLC	Date: 10/01/2015	Price: $0
Type: NON-ARMS LENGTH OTHER	Deed1: /02168/ 00011	Deed2:
Seller: VIGNOLA, DENISE LEBORNE	Date: 02/23/2006	Price: $0
Type: NON-ARMS LENGTH OTHER	Deed1: /01239/ 00281	Deed2:
Seller: CAMPBELL, TROY ET UX	Date: 01/23/2006	Price: $45,000
Type: ARMS LENGTH IMPROVED	Deed1: /01230/ 00401	Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2015	07/01/2016
County:	670	0.00	1,500.00
State:	670	0.00	1,500.00
Municipal:	670	0.00|1,500.00	0.00|1,500.00

Tax Exempt:
Exempt Class:

Special Tax Recapture: NONE

Homestead Application Status: No Application

Regular Council Agenda
May 17, 2016

Description

Order declaring City-owned property at 316 Baltimore Avenue to be surplus and accepting the proposal of adjacent property owners Edward M. and Frances L. Cook to purchase the lot for the assessed value of $1,500, and authorizing transfer to the Cooks after 20 days public notice

Approval, Acceptance / Recommendation

Mr. and Mrs. Cook are the only adjacent property owners to 316 Baltimore Avenue since it is a corner lot and they own the property on the other two adjacent sides. It is unlikely that the property has any development potential. The Cooks have offered the assessed land value of $1,500.

The property will be posted as surplus for 20 days, noting the City's intent to accept the offer of the Cooks for purchase. After that time, an Ordinance will be introduced to authorize transfer of the parcel to the Cooks.

☐ 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:** May 17, 2016

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

THAT, the sole source proposal of Queen City Business Systems, 505 National Highway, LaVale, MD 21502, to provide maintenance for 6 (six) Minolta copiers for a period of 6 (six) months be and is hereby accepted in the amount not to exceed $14,190 (Fourteen Thousand, One Hundred Ninety Dollars).

_____

Mayor Brian K. Grim

QUEEN CITY
BUSINESS SYSTEMS

Amy Everly
amye@qcbs.biz
1-800-638-4536
www.qcbs.biz

Canon SHARP

LaVale • Morgantown • Johnstown

April 13, 2016

City Of Cumberland

Option 1: *(Keep 14 existing units on Maintenance agreement)*

$2,365.00 per month includes 500,000 B&W pages and 250,000 Color pages per year. Overages bill at $.01 per page B&W and $.06 per page Color.

Option 2: *(Finance 8 units and retain 8 units, adding 2 units to fleet)*

*Muni lease $931.00 per month
Combined Master Maintenance Agreement $1,665.00 per month to include 500,000 B&W pages and 250,000 Color pages per year. Overages bill at $.009 per page B&W and $.05 per page Color. Total amount Monthly $2,596.00

Option 3: *(Finance 6 units; leave out Dam and Waste Water Treatment)*

**Muni lease $799.00 per month
Combined Master Maintenance Agreement $1665.00 per month to include 500,000 B&W pages and 250,000 Color pages per year. Overages bill at $.009 per page B&W and $.05 per page Color. Total amount Monthly $2,464.00

Current Monthly Lease Payment $4,925.00
*$2,329.00 *Monthly Savings on* Option 2
**$2,461.00 *Monthly Savings on* Option 3
*The Muni Lease is the financing of our bid price of $49,800.00 & the City takes ownership at lease end (60 Months)

Regular Council Agenda
May 17, 2016

Description

Order accepting the sole source proposal of Queen City Business Systems to provide maintenance for six (6) Minolta copiers for a period of six (6) month at a cost not to exceed $14,190

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:** May 17, 2016

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

WHEREAS, the Mayor and City Council of Cumberland is the record owner of certain parcels of real property together with the improvements thereon which are located in the Baltimore Avenue / N. Waverly Terrace area of Cumberland, MD 21502 (hereinafter referred to as the "Property"), the Property being more particularly described by Map/Parcel, Liber/folio, and physical description on the attached listing;

WHEREAS, the Property has been determined to be surplus property by the Mayor and City Council of Cumberland;

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

1. The Property is hereby declared to be surplus in accordance with the provisions of Section 1 of the Charter of the City of Cumberland;

2. **BE IT FURTHER ORDERED**, that the Mayor and City Council intend to transfer the Property to the Cumberland Neighborhood Housing Services for the purchase price of $0.00 (Zero Dollars);

3. **BE IT FURTHER ORDERED,** that after passage of twenty (20) days from the date of this Order and the passage of an Ordinance authorizing the execution of the Deed effecting the conveyance of the Property, formal transfer of the Property to Cumberland Neighborhood Housing Services may proceed.

_____

Mayor Brian K. Grim

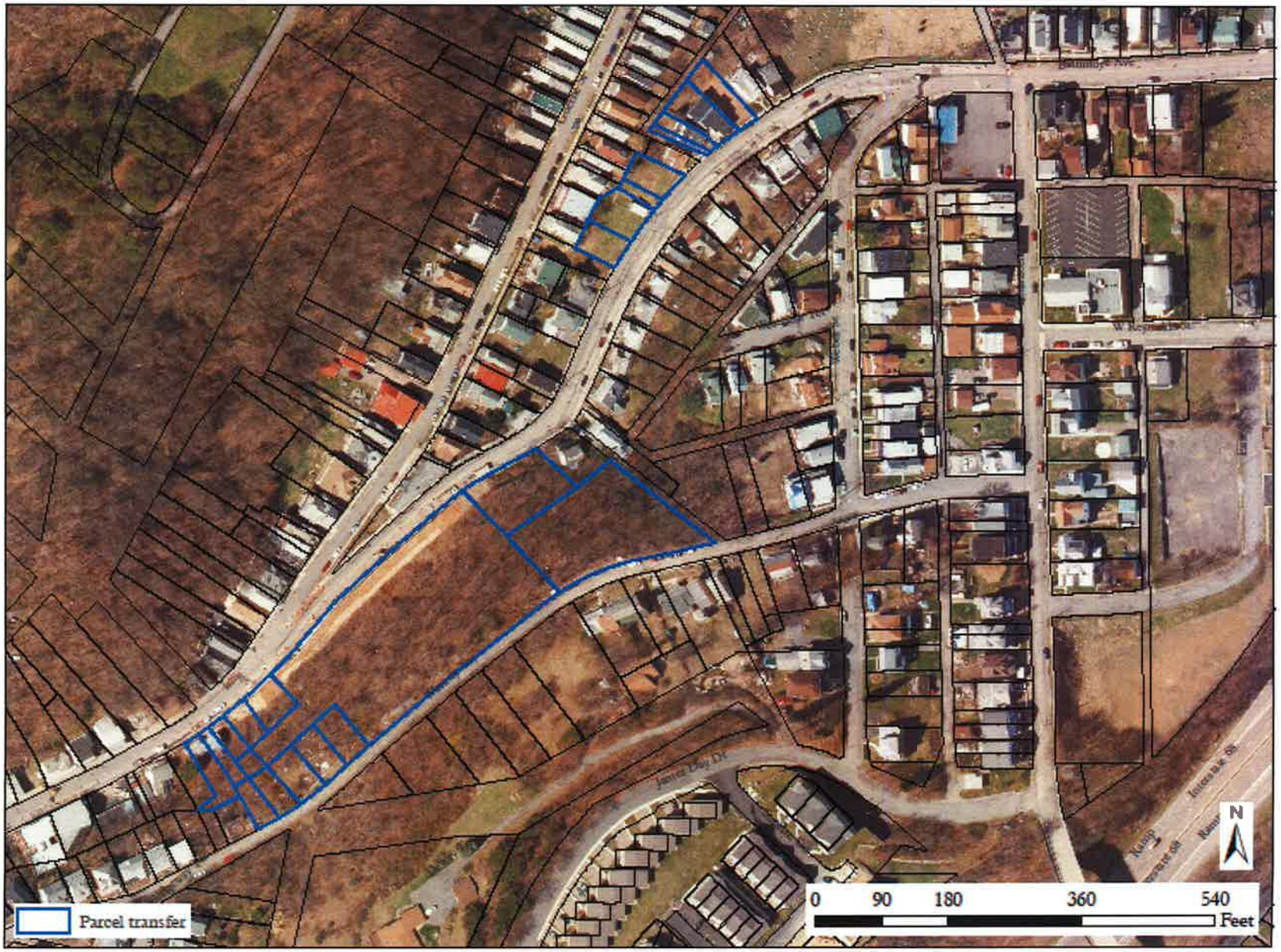
May 17, 2016

Proposed transfer to Cumberland Neighborhood Housing Services:

BALTIMORE AVE. PROJECT

Map	Parcel	Tax ID #	Liber / Folio	Description
105	0020	2-2007254	640/471	400-402 Waverly Terrace
105	0194	2-2012940	2050/077	345 Baltimore Avenue
105	0193	2-2007513	2050/077	343 Baltimore Avenue
105	0020	2-2007262	647/088	406 N. Waverly Terrace
105	0026	2-2009931	576/155	314 Waverly Terrace
105	0196E	2-2016776	1991/112	351 Baltimore Avenue
105	7096E	2-2007149	1991/112	E/S Baltimore Avenue
105	0019	2-2007246	647/088	410 Waverly Terrace
105	0022	2-2005626	659/524	324 N. Waverly Terrace
105	0023	2-2008927	659/524	320-322 N. Waverly Terrace
105	0021	2-2003496	629/550	RR 324 N. Waverly Terrace
105	195	2-2003011	710/659	347 Baltimore Avenue
105	0057F	2-3011719	2052/418	474-476 Baltimore Avenue
105	0031F	2-3011433	1768/134	470 Baltimore Avenue
105	0063F	2-3005999	721/804	458-460 Baltimore Avenue
105	0030F	2-3014130	2054/494	472 Baltimore Avenue
105	0061F	2-3012774	721/815	464 Baltimore Avenue
105	0056F	2-3014114	1938/426	478-480 Baltimore Avenue
105	0064F	2-3011999	2118/278	454-456 Baltimore Avenue
105	0201	2-2012533	2174/109	443 Baltimore Avenue
105	0062F	2-3004178	721/804	462 Baltimore Avenue
105	0197	2-2007157	1991/112	E/S Baltimore Avenue
105	7098	2-2016784	1991/112	.08A E/S Baltimore Avenue
105	0198	2-2007173	1991/112	E/S Baltimore Avenue
105	0199	2-2007130	1991/112	RR 351 Baltimore Avenue
105	0200	2-2007181	1991/112	427 Baltimore Avenue

Baltimore Ave Transfer



Baltimore Ave Transfer

Regular Council Agenda
May 17, 2016

Description

Order declaring certain City-owned parcels of land on Baltimore Avenue and N. Waverly Terrace to be surplus and authorizing conveyance of the properties to Cumberland Neighborhood Housing Services after 20-days public notice

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:** May 17, 2016

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

THAT, the Chief of Police be and is hereby authorized to accept an additional award amount not to exceed $56,983.00 (Fifty Six Thousand, Nine Hundred Eighty-Three Dollars) for Safe Streets Grant MDSS-2016-1405; and

BE IT FURTHER ORDERED, that these funds shall be used for the sole source purchase of a Mobile Field Lab, MFL-3000 Drug Identification Unit with pharmaceutical and narcotic libraries in the amount of $13,975.00 (Thirteen Thousand, Nine Hundred Seventy-five Dollars) from CODA Devices, 7283 Hwy 42, Suite 102-125, Raleigh, NC 27603; and

BE IT FURTHER ORDERED, that these funds shall be used for the purchase of two (2) Automatic License Plate Readers (ALPR's) from The Selex ES Company, 205 H Creek Ridge Road, Greensboro, NC 27406, in the amount not to exceed $33,336.00 (Thirty-three Thousand, Three Hundred Thirty-six Dollars); and

BE IT FURTHER ORDERED, that all other bids received for the ALPR's be and are hereby rejected.

_____

Mayor Brian K. Grim

Order of Bids for ALPR

The Selex ES Company	$33,336.00
Major Police Supply	$35,290.00
Mobile-Vision, Inc.	$42,171.50

GRANT: MDSS-2016-1405

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

May 9, 2016

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

Dear Mr. Rhodes:

The Cumberland Police Department is requesting authorization to make a sole source purchase in the amount of $13,975.00, to purchase a Mobile Field Lab, MFL-3000 Drug Identification Unit, including pharmaceutical and narcotic libraries, to include a 2 year standard warranty on the unit and one year warranty on library software.

On April 12, 2016, the Safe Streets Initiative grant was awarded an additional $56,983.00 for the purchase of equipment under grant award MDSS-2016-1405. The Mobile CDS Lab manufactured by the Centice Corporation was suggested and authorized by the Governor's Office of Crime, Control, and Prevention.

This drug analysis system (MFL-3000 series) identifies drugs within 30 seconds of analysis in a simple three step process. The device scans a substance using a laser which then rapidly generates a unique chemical "fingerprint". Centice then compares that fingerprint against its databases of 3,800+ prescription drugs, narcotics, cutting agents and synthetics to quickly and accurately identify it.

*This is a **sole source** because the Centrice Corporation has the largest industry pharmaceutical and narcotic library nationally and the only company that can identify a vast number of Federal Drug Administration-approved prescription drugs and identify those drugs considered within a specific "Schedule" by the U.S. Drug Enforcement Agency. Additionally, Centice Corporation delivers the only Raman spectrometer system in the world using the Centice patented 'Coded Aperture' design which enables larger target area analysis for homogeneous analysis, faster data acquisition for quick response times and a more reliable spectrometer that does not rely on moving apertures or mechanical components.*

The MSL-3000 includes most comprehensive options and identifies over 3,800 substances from the illicit and pharmaceutical Libraries combined with a rugged, portable design. This product does not require any consumables with the utilization of laser measuring the spectral fingerprint of the drug sample and compares it to the internal library. The MSL-3000 produces instant reports that can be stored or easily sent to prosecutors for search and arrest warrants. Reports and unit usage history are stored indefinitely and can be shared via web email or through a USB interface.

The use of the MSL-3000 mobile drug identification unit will provide a vital resource to investigators in the field working the current drug issues plaguing the City of Cumberland and surrounding area.

I request the Cumberland Police Department be approved to utilize Safe Streets grant funding, in the amount of $13,975.00 to purchase the MSL-3000 Mobile CDS Lab. There is no cost to the City of Cumberland, the Cumberland Police Department, or any of its agencies in C3I/N.

Thank you for your attention in this matter.

Charles H. Hinnant
Chief of Police

Approved:

Jeffrey D. Rhodes
Acting City Administrator

Selex ES
A Finmeccanica Company
Doing business as elSAG North America

205 H Creek Ridge Road
Greensboro, NC 27406
Tel: 1.877.773.5724
Fax: 1.336.379.7164

DUNS#: 198749777
FED TAX ID: 980353098

QUOTE

Prepared By: Jim Craige jim.craige@selex-es.us
Phone:

Please include the quote number on your purchase orders and email them to sales@elsag.com for processing

Quote#: 11908.1
Quote Date: 4/20/2016
Funding Source:
Quote Expiry Date: 7/19/2016
Grant Details:
Requested Delivery Date:
Payment Method:
Rate Sheet: Base Price

Terms: Net 30 days from date of shipment. If installation is required then Net 30 days from the Installation Date. Elsag agrees not to ship equipment until an Installation Date is agreed upon by the Parties. All orders shipped FOB Greensboro

Contracts: No Contract Used

Comments: Configured for a Ford Interceptor Sedan. Two M6 Two camera systems. MD Protocols.

Bill To:	Cumberland Police Department - MD 20 Bedford Street Cumberland, MD 21502-2303 United States	Ship To:	Cumberland Police Department - MD 20 Bedford Street Cumberland, MD 21502-2303 United States

Product Qty	Product/Service	Unit Price	Amount
2	140012 - ELSAG Plate Hunter M6-2	$11,500.00	$23,000.00
	(2) 421774 - M6 Trunkbox, 1-2 Cameras (2) 410917 - Garmin GPS Antenna (2) 410052 - Ethernet Cable Shielded 25 ft (1) 413032 - M6 Trunkbox mounting plate (2) 421803 - M6 Cam 12mm 740nm (2) 421813 - M6 Magnet Multi-Mount (2) 412519-12 - 12ft Flat Transportable Camera Cable (2) 421804 - M6 Cam 16mm 740nm (2) 421813 - M6 Magnet Multi-Mount (2) 412519-12 - 12ft Flat Transportable Camera Cable (2) 412713 - M6 Perm Power Cable, No Opus (2) 412995 - Packing Foam Insert (2) 510033-CSC - Car System Version 6.X - EOC Connected		
1	210020 - Tech Dispatch	$1,250.00	$1,250.00
2	510322-5.X - EOC Operation Center License 5.X	$1,275.00	$2,550.00
2	520001-Mobile 2 - 1 Year Standard Hardware & Software Extended Warranty Two Camera System *Volume Discount*	$1,720.00	$3,440.00 *($172.00)*
2	520001-Mobile 2 - 1 Year Standard Hardware & Software Extended Warranty Two Camera System *Volume Discount*	$1,720.00	$3,440.00 *($172.00)*

Product Qty	Product/Service	Unit Price	Amount
Subtotals	Goods & Services Sub-total (Pre-tax): Contract Items Goods & Services Sub-total (Pre-Tax): Non Contract Items		$0.00 $33,336.00
Upfront	Goods & Services Sub-total (Pre-tax):		$33,336.00
Tax	Tax Exempt		$0.00
Total	Goods & Services Total:		$33,336.00

Selex ES
A Finmeccanica Company

Purchasing Terms and Conditions

Unless the Purchase Order is pursuant to a State or Federal cooperative purchasing agreement, or a separately executed Master Agreement, these Terms and Conditions supersede and replace any prior estimate, offer, quote, agreement, understanding or arrangement whether written or oral between the parties. If there is a discrepancy, please contact your account manager for correction.

These Terms and Conditions may not be changed or modified unless in writing and signed by authorized representative of Selex ES, Inc. Selex ES, Inc. will not be bound by any terms of Buyer's purchase order unless expressly agreed to in writing and signed by an authorized representative of Selex ES, Inc.

Shipment and Delivery. All orders shipped FOB Greensboro.

For purchases of Products that require installation: Unless otherwise agreed to by the Parties, Supplier agrees not to ship Product until an Installation date is scheduled.

Title. Ownership of and Title to the Products shall transfer to the Customer upon shipment. All intellectual property rights, including without limitation, patents and /or the relevant applications, in or relating to the Products, to the Documentation and to the Software are and shall remain the property of the Supplier or its licensors. **Refer to the Selex ES Software License Agreement documentation provided with the shipment.**

Payment Terms. Supplier shall invoice Customer no later than sixty (60) calendar days after shipment of the Products and/or performance of any Work or Services. Payment is due Net 30 days.

Warranty. One year of warranty, 24 hour telephone support, and initial training are included your purchase. Refer to the Selex ES Warranty Coverage documentation as provided. EXCEPT AS SET FORTH IN THIS AGREEMENT AND IN THE SELEX ES WARRANTY COVERAGE DOCUMENTATION, SUPPLIER MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED RELATING TO SUPPLIER'S PRODUCTS OR SERVICES.

FORCE MAJEURE. Either Party shall be excused for delays in delivery or in performance where such delay is directly due to act of God, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, or other similar causes beyond such Party's reasonable control. Such Party shall promptly give written notice to the other Party specifying the nature and probable extent of such delay. The Parties shall then immediately attempt to determine what fair and reasonable extension of schedules may be necessary. The parties agree to use their best efforts to mitigate the effects of the delay.

Selex ES

A Finmeccanica Company

April 28, 2016
David Goad
Safe Streets Coordinator
Cumberland Police Department

Subject: Sole Source Letter

Mr Goad

Thank you for your interest in purchasing the Selex-ES License Plate Reader System. Selex-ES is the sole provider of LPR equipment that is compatible with the Maryland Coordination and Analysis Center LPR system that will provide your equipment with the back end data management.

Please do not hesitate contact me if you should need additional information.

Thank you,

Jim Craige

Law Enforcement Systems
Field Operations Manager, Mid-Atlantic
Selex ES, A Finmeccanica Company

205 H Creek Ridge Rd
Greensboro, NC 27406 United States
Main: +1 336-379-7135
Toll Free: +1 866-967-4900
Mobile: +1 703-217-3926
www.selex-es.us
www.elsag.com

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

May 9, 2016

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

Dear Mr. Rhodes:

The Cumberland Police Department is requesting authorization to purchase two Automatic License Plate Readers (ALPR's) in the amount of $33,336.00 from The Selex ES Company.

Under the city's purchasing guidelines three bids were obtained from the following companies; Selex ES, General Sales Administration, and L3 Mobile Vision, Inc.

On April 12, 2016, the Safe Streets Initiative grant was awarded an additional $56,983.00 for the purchase of equipment under grant award MDSS-2016-1405. The Automatic License Plate Readers from the Selex ES Company are the lowest bid price and the same models currently being used by the Cumberland Police Department. These units are highly recommended by the Maryland State Police given the ability to link these units with Amber Alerts and the Maryland Coordinating and Analysis Center.

I request the Cumberland Police Department be approved to utilize Safe Streets grant funding, in the amount of $33,336.00 to purchase 2 Automatic License Plate Reader Units. There is no cost to the City of Cumberland, the Cumberland Police Department, or any of its agencies.

Thank you for your attention in this matter.

Charles H. Hinnant
Chief of Police

Approved:

Jeffrey D. Rhodes
Acting City Administrator

General Sales Administration

47 N. Dell Avenue
Kenvil, NJ 07847
Phone (800) 666-4472 Fax (973) 584-5022

5/6/2016

Cumberland Police Department
20 Bedford Street
Cumberland, MD 21501

REF: Two 3M 2-Camera Mobile ALPR system

Mr. Goad,

Major Police Supply thanks you for the opportunity to provide you with a quote for two 2-camera Mobile Law Enforcement Automated License Plate Recognition (ALPR) Systems. This quote also includes the BOSS Backend Software, integrated Bing mapping, Pagis in-car software, 4 ALPR cameras, two GPS units, trunk mounting hardware, installation and a two years of warranty coverage (one included plus one additional).

Key points about 3M in the ALPR market:

- For more than 20 years 3M's focus is specializing in Automatic License Plate Recognition technology and is considered by many as the industry pioneer in this market.
- As an Original Equipment Manufacturer, 3M, manufactures, and develops their own hardware and software – and control the quality and support of their products from start to finish.
- 3M offers an ALPR "back-end" analysis software package (BOSS) that provides data-mining of "historic" license plate information obtained and stored from all deployed mobile (and fixed) systems within your department.

Proposal

Stock Number	Qty	Description	Unit Price	Total Price
75-0302-2001-8	2	**SLATE-810-LE-S** - Two Camera Mobile Law Enforcement Package including 810nm illumination, SupeRex processor, camera cable/connector(s), GPS module, PAGIS software, PIPS ALPR/OCR Engine, and Client/Server architecture.	$13,400.00	$26,800.00
75-0302-1802-0	4	**Trunk Mount** - Generic mounting assembly for mounting ALPR camera to vehicle trunk.	$475.00	$1,900.00
75-0302-3113-0	1	**BOSS-Admin** – Back Office Server Software with 3 concurrent user license	$995.00	$995.00

General Sales Administration

47 N. Dell Avenue
Kenvil, NJ 07847
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		(one admin and two users).		
75-0302-1924-2	1	**BOSS-Map** – Integrated MS live earth map engine.	$795.00	$795.00
75-0302-3684-0	1	**Extended Hardware Warranty 2** – Cost to extend hardware warranty for one additional year for a two cameras ALPR system.	$1,300.00	$1,300.00
75-0302-1942-4	1	**Extended BOSS Warranty** – Cost to extend BOSS software warranty for one additional year.	$300.00	$300.00
MP-Install	2	**MPS-SRVC-FLDENGR** Installation of ALPR system, software installation and training.	$1,600.00	$3,200.00
		TOTAL		**$35,290.00**

Scope of Work:

Our quote ***includes*** installation. During that time, our system will be installed in your designated vehicle by our installer.

NOTE 1: Only one copy of BOSS-ADMIN System Software is required to support a combination of one or more mobile and/or fixed mobile systems (up to 1,000 separate ALPR mobile or fixed systems), therefore additional vehicles or fixed cameras will not require item 2 above.

NOTE 2: The BOSS software requires a Microsoft SQL database to house both system and license plate data. Microsoft SQL Express can be used at no additional cost, but has a 10GB storage limit (approx. 400,000 license plate reads). If your agency has a full Microsoft SQL Server License, BOSS integrates with it and the only limit to data storage would be the amount of server hard disk space available.

NOTE 3: The system requirements for use with the BOSS Back Office Software System are:

- Intel Xeon quad-core CPU at 1.8 GHz
- Minimum: Microsoft Windows Server 2003
- Recommended: Microsoft Windows Server 2008 or 2012 Standard Edition
- 8 GB of RAM Minimum - 16 GB Recommended
- SCSI or SAS hard drives at 10,000 RPM
- 500GB of hard drive space per ALPR unit.
- Minimum: Microsoft SQL Server Express (free)
- Recommended: Microsoft SQL Standard 2005/2008/2012

General Sales Administration

47 N. Dell Avenue
Kenvil, NJ 07847
Phone (800) 666-4472 Fax (973) 584-5022

If a dedicated server is needed for this application, we can provide a quote based on the following expectations:

- Number of PAGIS vehicles and/or fixed cameras
- Average number of reads per day/month
- Retention period
- BOSS utilization (precise queries or broad queries to browse data)
- Future growth expectations and desire for scalability

NOTE 3: All 3M equipment hardware and software is covered by a one-year parts and labor warranty. Extended warranty agreements are available for the system after the original one-year warranty expires. These agreements supply the end user with upgrades and improvements to our OCR engine for enhanced plate detection capabilities and software upgrades sold by 3M.

Extended Warranty costs per year	Unit Cost
75-0302-3684-0 – 2 camera hardware warranty extension.	$1,300.00
75-0302-1942-4 – Boss Software warranty extension	$300.00

NOTE 4: If you are running NetMotion for your MDC, you will need version 6.5 or higher with the Policy Manager License (extra add-on license above and beyond the standard NetMotion server license offered by NetMotion). Refer to NetMotion Tech Note # 2200.

NOTE 5: MDT Minimum Requirements:

These are minimum specifications provided by the manufacturer.

- 2.0 GHz AMD or Intel Processor with 4GB of Memory with 128MB available for PAGIS.
- Windows XP Pro with Service Pack2 or later or Windows 7.
- Available 10/100 Ethernet Port and USB Port (1.1 or higher - 2.0 preferred).
- 15 GB available space on the hard drive.
- XVGA screen with minimum of 800x600 screen resolution. Touch screen preferred.
- Wireless connectivity

NOTE 5: 3M manufactures ALPR camera mounts for the following light bars:

- Federal Signal Legend
- Federal Signal Legend Hotfoot
- Federal Signal Arjent
- Federal Signal Vista
- Federal Signal Raydian
- Federal Signal Raydian Hotfoot
- Federal Signal Valor Bar
- Whelan (all models except Justice)

General Sales Administration

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- Whelan Justice (different bracket needed than other Whelan models)
- Code 3
- Tomar
- Sabre

Please let me know if you have any questions or require any additional information.

Michael Hinchcliff
Technology Sales
Major Police Supply
Phone: 443-844-9715
Email: mhinchcliff@majorpolicesupply.com

Regular Council Agenda
May 17, 2016

Description

Order authorizing acceptance of an additional award amount not to exceed $56,983.00 for Safe Streets Grant MDSS-2016-1405; authorizing use of these funds for 1) the sole source purchase of a Mobile Field Lab, MFL-3000 Drug Identification Unit in the amount of $13,975 from CODA Devices, and 2) the purchase of two (2) Automatic License Plate Readers (ALPR) in the amount of $33,336.00 from The Selex ES Company

Approval, Acceptance / Recommendation

See attached correspondence from Chief Hinnant.

☐ Budgeted

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

Value of Award (if applicable)

Additional award of $56,983.00

Purchase of Mobile Field Lab: $13,975.00
Purchase of Automatic License Plate Reader: $33,336.00

Source of Funding (if applicable)

Safe Streets Grant MDSS-2016-1405