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

AGENDA

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

DATE 3/15/2016

***Pledge of Allegiance**

I. ROLL CALL

II. PROCLAMATIONS

(A) Proclaiming the month of April, 2016 as Fair Housing Month

(B) Proclaiming the month of March, 2016 to be National Kidney Month

III. CERTIFICATES, AWARDS AND PRESENTATIONS

(A) Certificate to recognize George Franklin, Cumberland native, as a participant in The Transplant Games and as the longest surviving African American kidney transplant recipient

(B) Presentation of the 2015 Officer of the Year Award to PFC Justin W. Gordon

(C) Oath of Office to be taken by Patrolmen Jacob Martel, Tyler Cheng, and Joseph Ashby

(D) Update from Sandi Saville, Chairwoman of the Downtown Development Commission, on the new signage murals to be installed in Cumberland Historic City Center

(E) Update from Donnelle Keech of the Nature Conservancy and Paul Eriksson, Natural Resource Technician for the City, on the forest management plan for the Lake Gordon and Lake Koon properties

IV. DIRECTOR'S REPORT

(A) Police

1. Police Department monthly report for February, 2016

(B) Fire

1. Fire Department monthly report for February, 2016

(C) Public Works

1. Maintenance Division monthly report for February, 2016

2. Engineering Division monthly report for February, 2016

V. APPROVAL OF MINUTES

(A) Routine

1. Approval of the regular session minutes of January 19 and February 2, 2016

(B) Administrative / Executive

1. Approval of the closed session minutes of February 2, 2016

VI. UNFINISHED BUSINESS

(A) Orders

1. Order appointing Council members and designated staff and representatives to various boards and commissions

VII. NEW BUSINESS

(A) Orders (Consent Agenda)

1. Order authorizing the abatement of taxes and utilities due on certain City-owned properties

2. Order approving the execution of Lease Agreements with Mark's Daily Grind, Inc., Shafco T/A City Lights American Grill and Bar, and The New Creamery LLC for the use of public space for outdoor dining and entertainment purposes

3. Order authorizing the execution of a Lease Agreement with R&M Variety Store LLC, located at 100 Baltimore Street, to allow for the use of the public right-of-way on Centre and Baltimore Streets to sell merchandise for the period April 1, 2016 through August 15, 2016

4. Order authorizing the execution of a Memorandum of Understanding ("MOU") with the Board of County Commissioners of Allegany County for the contract of Shirley A. Wade to provide part-time clerical services for the Allegany County Narcotics Task Force (C3IN)

5. Order authorizing the Chief of Police to execute a Memorandum of Understanding with Allegany College of MD to formalize mutual cooperation related to reporting and responding to crimes occurring on property owned or managed by ACM or involving ACM-affiliated persons within the CPD's jurisdiction

6. Order approving an amendment to the Grant Agreement with the MD Department of Planning for cultural programming in the Canal Place Heritage Area to redirect unused funding for Canal Fest in the amount of $1,100 to the Youth Summit Program

7. Order authorizing the execution of Change Order No. 2 to the "Sodium Hypochlorite Conversion Project (5-13-WFP)" with Hickes Associates, Inc. for the installation of 8

expansion loops at the amount of $1,454.87 and reimbursement for concrete testing at the amount of ($1,500.00), decreasing the contract price by ($45.13), and bringing the new contract price to $388,409.19. Zero calendar days will be added to the project.

8. Order authorizing the execution of a Collective Bargaining Agreement with AFSCME Local #553, effective March 1, 2016 through February 28, 2021, and automatically renewable year-to-year unless either party provides proper written notice of the desire to do otherwise

9. Order lifting the provisions of Section 11-113 of the City Code to allow open containers of alcohol in designated areas of the downtown mall for Cumberland Comes Alive! events on Friday evenings in June, July and August, and on Saturday evening, September 17, 2016 for the Roaring 20's Event; notwithstanding that open glass containers shall not be permitted

10. Order approving the use of $19,600 in Neighborhoods Restoration Funding, supported by the Community Legacy Program, for the demolition of 316 Baltimore Avenue, and accepting the bid of Kiddy's Contracting, LLC for the demolition of this property in the estimated amount not to exceed $19,600

VIII. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

IX. ADJOURNMENT

Regular Council Agenda
March 15, 2016

Description
Proclaiming the month of April, 2016 as Fair Housing Month

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland

~ MARYLAND ~

Proclamation

WHEREAS, *the City of Cumberland is proud to join the U. S. Department of Housing and Urban Development in celebrating the forty-seventh anniversary of the Fair Housing Act of 1968; and*

WHEREAS, *the 1968 Fair Housing Act, which guarantees the right of all Americans to dwell in the neighborhood of their choice, is one of the most important components of our national civil rights policy; and*

WHEREAS, *although this non-discriminatory policy is the law of the land, its proper enforcement requires the continued cooperation of all levels of government as well as the real estate and homebuilding industries, and private citizens; and*

WHEREAS, *throughout Maryland, this spirit of cooperation is being provided through the efforts of our state, federal and local governments and with the support of countless community and nonprofit organizations; and*

WHEREAS, *equal housing opportunity has a dramatic impact on school integration and the acceptance and understanding of ethnic and racial diversity; and*

WHEREAS, *promoting equal housing opportunity is essential to our larger mission of promoting justice in all areas of life for all citizens.*

Now, Therefore, the Mayor and City Council of Cumberland,
do hereby proclaim the month of April 2016 in the City of Cumberland as

"FAIR HOUSING MONTH"

Given under our Hands and Seals this 15th Day of March, in the Year 2016, with the Corporate Seal of the City of Cumberland Hereto Attached, Duly Attested by the City Clerk.

ATTEST:

Marjorie A. Woodring
City Clerk

MAYOR AND CITY COUNCIL OF CUMBERLAND

Brian K. Grim
Mayor

Regular Council Agenda
March 15, 2016

Description
Proclaiming the month of March, 2016 to be National Kidney Month

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland

~ MARYLAND ~

Proclamation

WHEREAS, *there are an estimated 26 million Americans with kidney disease, most of whom do not know they have it; and*

WHEREAS, *major risk factors for kidney disease include diabetes, high blood pressure, a family history of kidney failure and age over 60 years; and*

WHEREAS, *untreated kidney disease can lead to kidney failure; and*

WHEREAS, *it is therefore critical that attention be brought to this often overlooked but increasingly common disease; and*

WHEREAS, *the National Kidney Foundation, as a leading organization dedicated to the awareness, prevention and treatment of kidney disease, has called on all Americans to take care of their kidneys and get tested if at risk for kidney disease.*

Now, Therefore, the Mayor and City Council of Cumberland,
in recognition of this important health observance, do hereby proclaim the month of March 2016 in the City of Cumberland as

"NATIONAL KIDNEY MONTH"

Given under our Hands and Seals this 15th Day of March, in the Year 2016, with the Corporate Seal of the City of Cumberland Hereto Attached, Duly Attested by the City Clerk.

ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

Marjorie A. Woodring
City Clerk

Brian K. Grim
Mayor

Regular Council Agenda
March 15, 2016

Description

Certificate to recognize George Franklin, Cumberland native, as a participant in The Transplant Games and as the longest surviving African American kidney transplant recipient

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland

~ MARYLAND ~

CERTIFICATE OF RECOGNITION

The Mayor and City Council of the City of Cumberland

do hereby recognize

GEORGE FRANKLIN

for being the longest surviving African-American kidney transplant recipient, having received his transplant forty years ago, and for honorably representing the City of Cumberland in The Transplant Games, an Olympic-style competition among transplant recipients and donors.

On behalf of the citizens of Cumberland, I hereby present this Certificate of Recognition in honor of this great achievement.

GIVEN UNDER OUR HANDS AND SEALS THIS 15TH DAY OF MARCH, IN THE YEAR TWO THOUSAND AND SIXTEEN, WITH THE CORPORATE SEAL OF THE CITY OF CUMBERLAND HERETO ATTACHED.

MAYOR BRIAN K. GRIM

Item # 3

Regular Council Agenda
March 15, 2016

Description
Presentation of the 2015 Officer of the Year Award to PFC Justin W. Gordon

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
March 15, 2016

Description
Oath of Office to be taken by Patrolmen Jacob Martel, Tyler Cheng, and Joseph Ashby

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
March 15, 2016

Description

Update from Sandi Saville, Chairwoman of the Downtown Development Commission, on the new signage murals to be installed in Cumberland Historic City Center

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
March 15, 2016

Description

Update from Donnelle Keech of the Nature Conservancy and Paul Eriksson, Natural Resource Technician for the City, on the forest management plan for the Lake Gordon and Lake Koon properties

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
March 15, 2016

Description
Police Department monthly report for February, 2016

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland Department of Police

Monthly Report

February 2016

City of Cumberland Department of Police

Monthly Report

February 2016

Part 1 Crimes for the Month

	2015	2016		2015	2016		2015	2016		2015	2016
Aggravated Assaults	1	2	B & E (All)	18	17	Murder	0	1	Rape	0	0
Robbery	3	10	Theft - Felony	1	6	Theft - Vehicle	1	5			

Selected Criminal Complaints for the Month

	2015	2016		2015	2016		2015	2016		2015	2016
Theft - Misdemeanor	25	25	Theft - Petty	24	32	Domestic Assaults	23	21	CDS	40	69
Disturbances	133	141	DOP/Vandalism	32	25	Indecent Exposure	1	3	Sex Off - Other	5	6
Suicide	0	0	Suicide - Attmpt.	0	1	Tampering M/V	0	0	Abuse - Child	1	1
Trespassing	10	12	Assault on Police	1	2	Assault Other	29	30			

Selected Miscellenous Incidents for the Month

	2015	2016		2015	2016		2015	2016		2015	2016
Alcohol Volations	2	5	Juvenile Compl.	4	13	Missing Persons	4	5	School Resource	61	77
School Threat	0	1	Sex Off. Regist.	16	18	Truancy	5	6	Death Investigation	5	7

Selected Traffic Incidents for the Month

	2015	2016		2015	2016		2015	2016		2015	2016
DWI	5	14	Hit & Run	19	27	M/V Crash	64	83	Traffic Stop	367	441

Selected Service Calls for the Month

	2015	2016		2015	2016		2015	2016		2015	2016
Alarms	43	42	Assist Motorist	42	29	Check Well-Being	54	84	Foot Patrol	4	33
Assist Other Agency	50	61	Bike Patrol	0	0	Special Events	7	9	Suspicious Activity	72	57

Arrests Totals for the Month

	2015	2016		2015	2016		2015	2016		2015	2016
M/V Citations	52	77	M/V Warnings	298	352	Adult Crim.	122	162	Juvenile Crim.	25	23

	2015	2016
Total Incidents Reported :	**1,651**	**1,983**

Charles Hinnant - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

FEBRUARY 2016

SWORN PERSONNEL: 51 SWORN OFFICERS

Administration	6 officers
Squad 1A	9 officers
Squad 1B	8 officers
Squad 2A	8 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: 210 HOURS — YEAR TO DATE (beginning 7/1/15): 1411 HOURS

SICK TIME USED: 240 HOURS — YEAR TO DATE (beginning 7/1/15): 1852 HOURS

OVERTIME REPORT

OVERTIME WORKED: 584 HOURS — YEAR TO DATE (beginning 7/1/15): 3821 HOURS

HOSPITAL SECURITY: 145 HOURS — YEAR TO DATE (beginning 7/1/15): 900 HOURS

COURT TIME WORKED: 111 HOURS — YEAR TO DATE (beginning 7/1/15): 547 HOURS

TRAINING REPORT

22 OFFICERS TRAINED FOR 408 HOURS — YEAR TO DATE (beginning 7/1/15) 2774 HOURS

CPD ACTIVITY
OUTSIDE CPD JURISDICTION

FEBRUARY 2016

On 2/13/16 a CPD canine team assisted the Allegany County Sheriff's Office in the area of the Potomac Industrial Park with a report of a man walking along the railroad tracks and firing a gun. The subject was located and taken into custody without incident.

On 2/2/16 CPD patrol units responded to the area of Nave's Crossroad for a report of a disturbance. Units eventually located the disturbance in the Park-n-Ride just outside the City limits. CPD officers handled the investigation until Sheriff's Deputies arrived and took over.

CUMBERLAND POLICE DEPARTMENT

Warrant Fugitive Initiative

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

CPD	7 arrests	6 warrants served	1 criminal summons served
ACSO	4 arrests	6 warrants served	
MSP	0 arrests	0 warrants served	
FPD	0 arrests	0 warrants served	
C3I	2 arrests	2 warrants served	
C3IN	0 arrests	0 warrants served	
OTHER	0 arrests	0 warrants served	
TOTALS	**13 arrests**	**14 warrants served**	**1 criminal summons served**

Of these, Detective David Broadwater arrested 13 people, served 14 warrants, and 1 criminal summons.

He opened 11 "Fugitive" investigations, 2 Assist Other Agency cases, and made arrests in 6 existing cases, for a total of 19 cases generated for the month.

SIGNIFICANT CASES:

1.) On 02/11/2016 Detective Broadwater received information on a suspect who was wanted in the State of Pennsylvania since 2002 for several counts of aggravated assault involving a victim who had been shot in the chest, but survived. The suspect has apparently been living in Cumberland since that time, assuming his brother's name and identity. Detective Broadwater confirmed the information with Pennsylvania authorities who recommended using extreme caution when dealing with the suspect, including using a SWAT, or entry team, if entering the suspect's residence because he was known to keep firearms with him at all times in the residence. Detective Broadwater set up surveillance on the suspect's residence. While doing so he observed the suspect leaving the residence in a vehicle. Detective Broadwater contacted CPD patrol officers for back-up and conducted a "routine" traffic stop so as not to alert the suspect. He was able to then take the suspect into custody before the suspect even realized what was really occurring, and just as patrol arrived on the scene.

2.) During February Detective Broadwater received a request for assistance in locating and apprehending a suspect from Baltimore who was wanted for Burglary and Assault. He obtained information and confirmed that the suspect was using a rental vehicle. On 02/19/2016 Detective Broadwater located that vehicle parked in front of a private residence. He set up surveillance on the vehicle and shortly after observed the suspect leave in the vehicle. With the assistance of CPD patrol officers, he conducted a stop and was able to take the suspect into custody.

3.) On 02/22/2016 Detective Broadwater received information on a couple, both of whom were wanted on outstanding warrants; he for Violation of Probation (original charge – Assault), and she for Failure to Appear (original charge – Driving While Suspended). Detective Broadwater set up surveillance on a residence where the couple was supposed to be staying. After a short period of time he observed the couple leaving the residence on foot. Detective Broadwater was able to take both suspects into custody at that time without incident.

FEBRUARY 2016

NOTES

Robberies went from 3 in 2015 to 10 in 2016

7 closed by arrest
2 suspended
1 open

OPEN

On 2/12/16, a 36-year-old victim pulled his car to the side of Arch Street to answer his cell phone. While he was parked, a suspect entered his passenger side door and demanded money and jewelry and fled the area. No leads.

SUSPENDED

On 2/23/16, officers responded to White Oaks Plaza for a theft. Upon arrival, a 32-year-old female gave conflicting stories of an incident including one where she claimed to have been robbed at knifepoint for prescription medications. Looks like a false report related to drug activity. Case suspended, UCR not cleared as unfounded, no charges filed for robbery or false report.

On 2/28/16, officers responded to N. Centre at Hanover for a report of a robbery. Upon arrival, a 22-year-old male victim reported that he had arranged for someone to meet him at this location to conduct a sale of a cell phone that was arranged on-line. The victim advised that a van pulled up and the occupants tried to kidnap him by forcing him into a van. The victim was able to flee when a suspect chased him, caught him, and went through his pockets. A witness observed him being chased and asking for help. The investigating officer felt that it was a false report. Case suspended, UCR not cleared, no charges filed.

ARRESTS

2/7/16 Armed Robbery, Pit-n-Go, Frederick Street
2/8/16 Armed Robbery, Wendy's, N. Centre Street
2/8/16 Armed Robbery, Circle K, Oldtown, Rd
2/8/16 Armed Robbery, 7-11, Maryland Ave
2/8/16 Armed Robbery, Pit-n-Go, Frederick Street
These cases were all cleared by the arrest of that mother and son team who lived on Columbia Street.

2/11/16 This case concerns that melee at the Girls Group Home where 4 juveniles were arrested for assaulting a staff member with metal pipes causing significant injuries, stealing the keys to the company vehicle, and escaping the home. The suspects quickly wrecked the car just outside the home, fled on foot, and were captured by CPD shortly after.

2/12/16 The 22 year old victim was at her home on Arch Street when a 27-year-old family member came into her home and punched her in the face, took money from her hand and fled. CPD located the suspect a short time later and arrested him for robbery.

Felony Thefts went from 1 in 2015 to 4 in 2016

On 2/22/16, a student living at Willow Woods reported their laptop computer valued at $1500 missing from their apartment. No leads, case suspended.

On 2/17/16, Officers responded to 440 N. Mechanic Street for a theft. Upon arrival, the complainant advised that her husband had passed away recently and she discovered $2000 in guitars missing from her home. Good suspect identified, case open.

2/17/16 Employee embezzlement at Sav a lot, Industrial Blvd. totaling $11,025.69. Good suspect exists and Martel was investigating. There is a note that the case was referred to C3I; however, no follow-up by them. I believe Martel is handling. Case still under investigation.

2/18/16 a Park Street resident refused to pay a company for a hearing aid valued at $4900 per their contract. The resident thought it was a free trial. Civil dispute over the contract. CPD recovered the merchandise. Case closed by exception.

Auto Thefts went from 1 in 2015 to 5 in 2016

2/25/16 2004 Ford Focus stolen from 800 block of Maryland Avenue. No leads, Case open.

2/20/16 A Henderson Avenue resident went to MVA to register a vehicle and it was listed as stolen out of WV. Case investigated and the one who possessed the vehicle currently had a bill of sale from another party. Vehicle seized and being held by tow company. Case investigated, it was stolen and recovered; however, the victim did not tell the WV police. Case closed.

2/15/16 Driver fled a traffic stop on Virginia Avenue. Investigation revealed that the car was stolen from the passenger's grandparents. Driver who fled was identified and located. Case closed by arrest X2.

2/11/16 Stolen MV entered for that Leslie Lane case mentioned above. Case closed by arrest X4.

2/10/16 Reported theft of a Bobcat valued at $37500 from the 200 block of N. Mechanic Street. Witness observed a vehicle taking the equipment. Case open.

DUI's this month went from 5 in 2015 to 14 in 2016 which is good

Hit and runs went from 19 to 27 and MVC went from 64 to 83, which is a significant. I attached the MVC report for February.

Regular Council Agenda
March 15, 2016

Description
Fire Department monthly report for February, 2016

Approval, Acceptance / Recommendation

☐ Budgeted

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

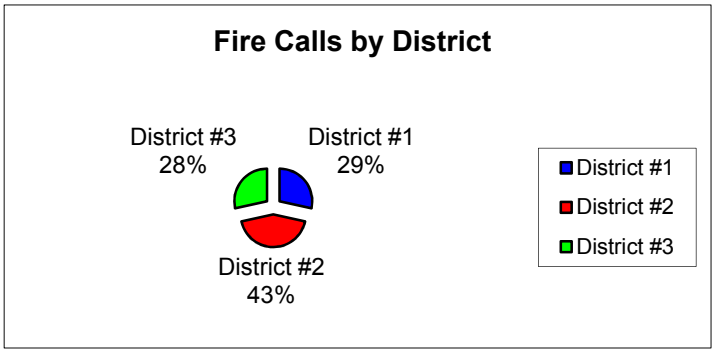
Value of Award (if applicable)

Source of Funding (if applicable)

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

Cumberland Fire Department Responded to 117 Fire Alarms:

Responses by District:	
District #1	33
District #2	50
District #3	33
Out of City	1
	117



Number of Alarms:	
First Alarms Answered	117

Calls Listed Below:	
Property Use:	
Public Assembly	9
Institutional	13
Residential	63
Industrial, Utility	1
Stores and Offices	6
Special Properties	25
	117

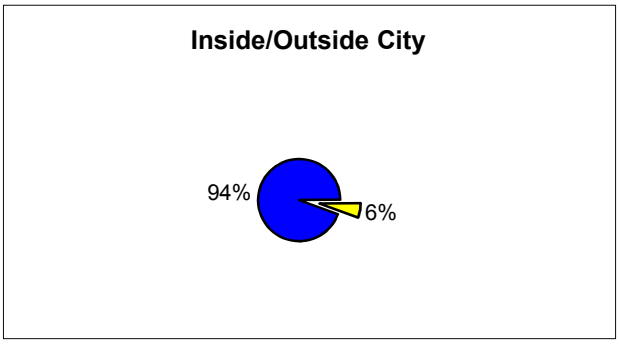
Type of Situation:	
Fire or Explosion	4
Overpressure	0
Rescue Calls	64
Hazardous Conditions	11
Service Calls	13
Special Incident Type	1
Good Intent	14
False Calls	10
	117

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in February:	$2,660.00
Total Fire Service Fees for Fire Calls Billed by MCA Fiscal Year to Date:	$20,850.00
Fire Service Fees for Fire Calls Paid in February:	$1,695.00
Total Fire Service Fees Paid in FY2016:	$7,405.00

Fire Service Fees for Inspections and Permits Billed in February:	$0.00
Fire Service Fees for Inspections and Permits Paid in February:	$50.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	$600.00

Cumberland Fire Department Responded to 419 Emergency Medical Calls:

In City Calls	395
Out of City Calls	24
Total	419



Cumberland Fire Department Provided 16 Mutual Aid Calls:

15	Mutual Aid Calls within Allegany County
1	Mutual Aid Calls outside of Allegany County
16	

Bowman's Addition VFD	1
Cresaptown VFD	2
District #16 VFD	5
Flintstone VFD	2
Frostburg Area Ambulance	1
LaVale Volunteer Rescue Squad	1
Tri-Towns Volunteer Rescue Squad	3
Hyndman Area Rescue Squad	1
	16

Cumberland Fire Department Provided 8 Medic Assist Calls:

6	Paramedic Assist Calls within Allegany County
2	Paramedic Assist Calls outside of Allegany County
8	

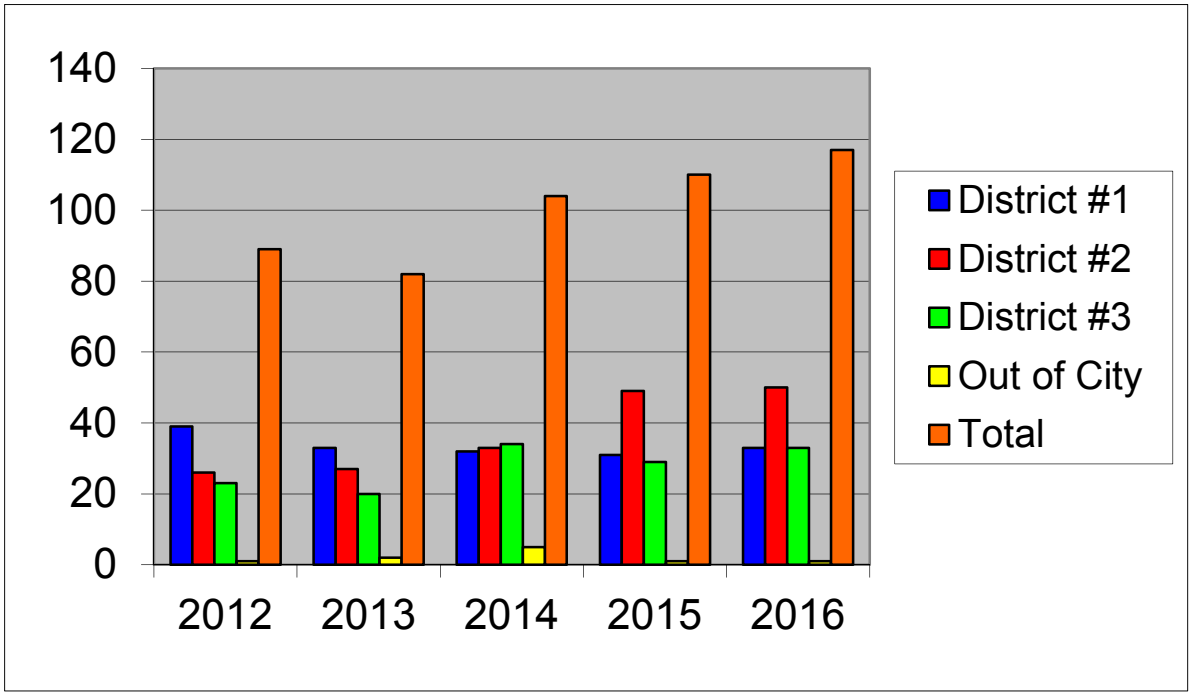
Bowman's Addition VFD	1
Cresaptown VFD	1
Flintstone VFD	1
LaVale Volunteer Rescue Squad	1
Oldtown VFD	1
Tri-Towns Volunteer Rescue Squad	1
Cumberland Valley EMS	1
Short Gap VFD	1
	8

Total Ambulance Fees Billed by Medical Claim-Aid for the month of February:	$158,246.00
Ambulance Fees Billed Fiscal Year to Date:	$1,008,592.12
Ambulance Fees Paid:	
Revenue Received in February:	$64,730.82
FY2016 Ambulance Fees Paid in FY2016:	$571,961.92
Total Ambulance Fees Paid in FY2016:	$728,266.87

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

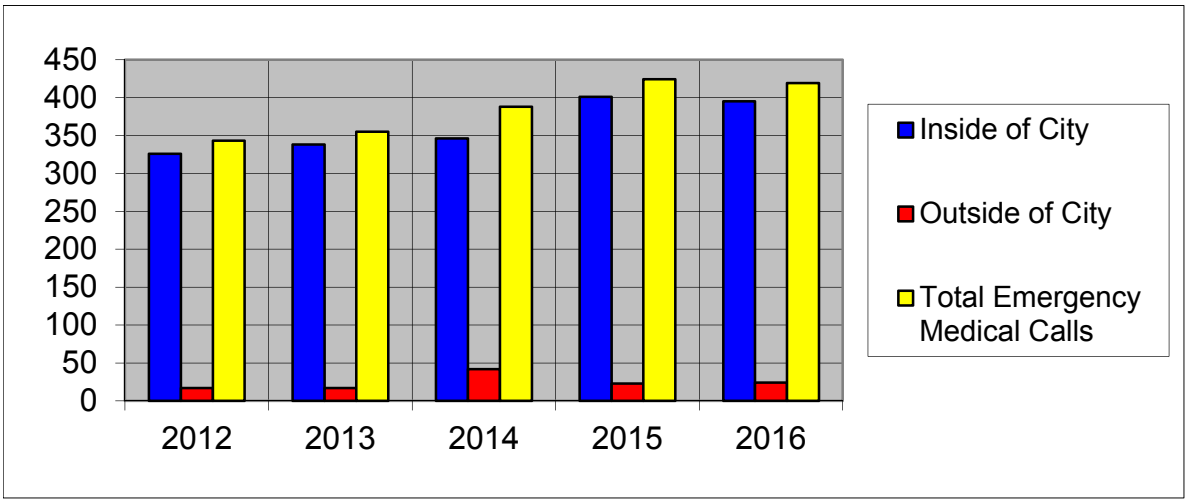
Fire Calls for the Month of February for a Five-Year Period

	2012	2013	2014	2015	2016
District #1	39	33	32	31	33
District #2	26	27	33	49	50
District #3	23	20	34	29	33
Out of City	1	2	5	1	1
Total	89	82	104	110	117



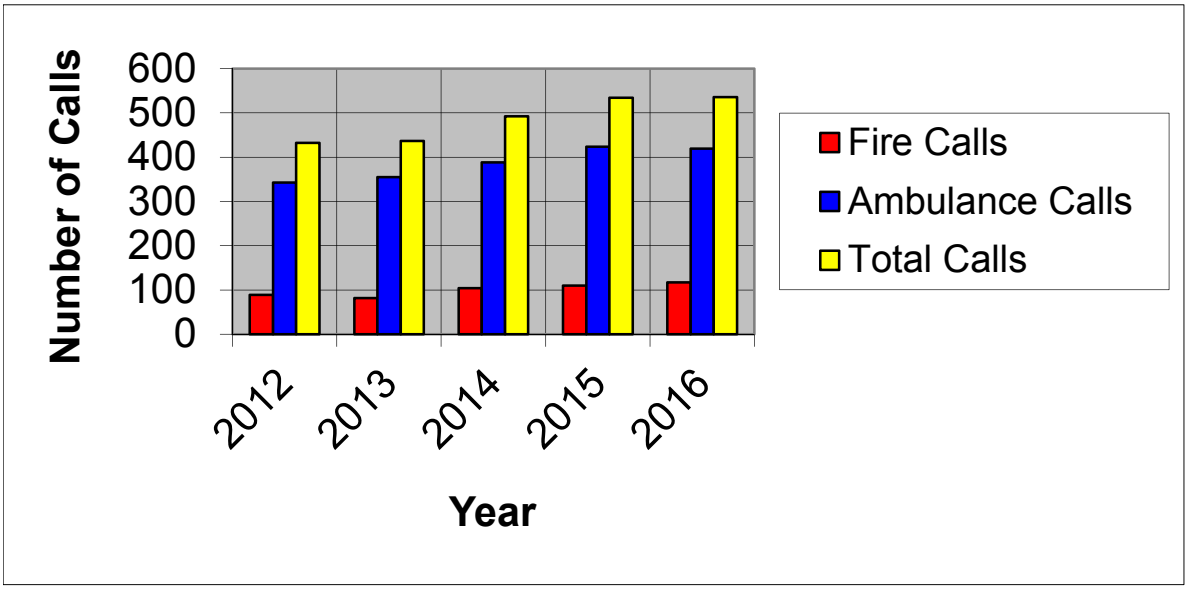
Ambulance Calls in the Month of February for a Five-Year Period

	2012	2013	2014	2015	2016
Inside of City	326	338	346	401	395
Outside of City	17	17	42	23	24
Total Emergency Medical Calls	343	355	388	424	419



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

	2012	2013	2014	2015	2016
Fire Calls	89	82	104	110	117
Ambulance Calls	343	355	388	424	419
Total Calls	432	437	492	534	536



Training

Training Man Hours: 365.60
Training Listed Below:

Safety Issues	10.00
Duties and Responsibilities	11.50
Risk Management	1.00
Aerial Operations	9.00
Apparatus Check Procedures	72.00
In-Service Inspections	0.00
Plan Review	3.60
Patient Assessment	39.00
CVA Emergencies	36.00
Cardiovascular System	14.00
12-Lead EKG	11.25
ACLS Recertification	3.00
Fire Behavior	5.50
Strategic and Tactical Operations	5.50
Post Incident Review	30.00
Annual Refresher	60.75
Physical Fitness	16.50
Ropes and Knots	8.00
Confined Space	18.00
EBSS Connection Practice	11
	365.60

Fire Prevention Bureau

Complaints Received	2
Conferences Held	58
Correspondence	13
Inspections Performed	6
Investigations Conducted	3
Plan Reviews	2
Pre-Plans by crews	6

Personnel

Nothing to report.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

Regular Council Agenda
March 15, 2016

Description
Maintenance Division monthly report for February, 2016

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

MAINTENANCE DIVISION REPORT

February 2016

Street Maintenance Report

Fleet Maintenance Report

PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
FEBRUARY 2016

- POTHOLES AND COMPLAINTS
  - Potholed 16 days using approximately 12 ton of cold mix.

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

- TRAFFIC CONTROL SIGNS/STREET NAME SIGNS
  - Installed/Repaired 7 Traffic Control Signs.
  - Installed 6 Handicapped Signs/ Removed 1 Handicapped Sign

- MISCELLANOUS
  - SNOW REMOVAL-10 days with 9 shifts of overtime.
  - Received 3” of snow and sleet/freezing rain.
  - Re-filled Salt Barrels 2 days.
  - Cleaned snow equipment 5 days.

STREET MAINTENANCE - FEBRUARY 2016		2/1-2/6	2/7-2/13	2/14-2/20	2/21-2/27	2/28-2/29	TOTAL
SERVICE REQUEST COMPLETED							0
PAVING PERFORMED	TONS						0
CONCRETE WORK	CY						0
UTILITY HOLES REPAIRED	WATER						0
	SEWER						0
	CY						0
	TONS						0
POTHOLES FILLED	STREETS						0
	ALLEYS						0
	DAYS	3	4	3	5	1	16
	Cold Mix	x	x	x	x	x	0
	TONS						0
PERMANENT PATCH	CY						0
	TONS						0
COMPLAINTS COMPLETED							0
	CY						0
	TONS						0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED					4	3	7
STREET NAME SIGNS REPAIRED/INSTALLED							0
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED							0
					4	2	6
						1	1
PAINTING PERFORMED	BLUE				4	2	6
	YELLOW						0
	RED				1	1	2
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	LOADS						0
	MILES						0
SWEEPER DUMPS HAULED TO LANDFILL	TONS						0
SALT BARRELLS - Set out/Re-Fill	DAYS	1		1			2
CLEANED BALTIMORE ST. UNDERPASS							0
CLEAN SNOW EQUIPMENT	Days	3		2			5
BRUSH REMOVAL/TREE WORK	Days					1	1
Check Drains/Clean Debris	DAYS	1					1
LEAF PICK UP	Loads						0

Snow Removal	**11-7**	**7-3**	**3-11**	**Sidewalks**	**Pre-treat**
02/01/16		snow removal		X	
02/02/16		snow removal			
02/08/16		set trucks up	2 trucks		
02/09/16	2 trucks	5 trucks	2 trucks		
02/10/16	2 trucks				
02/12/16			4 trucks		
02/13/16	3 trucks	5 trucks			
02/15/16	5 trucks	4 trucks	4 trucks		
02/16/16	3 trucks	7 trucks			
02/17/16				X	

Item # 10

Fleet Maintenance
February 2016

Total Fleet Maintenance Projects	**150**
Street Maintenance	24
Snow Removal	20
DDC	1
CPD	26
Water Distribution	16
P & R Maintenance	4
CFD	5
Sewer	7
Code Enforcement	8
Flood	0
PIP	0
WWTP	0
Engineering	3
Facility Maintenance	0
Fleet Maintenance	0
Central Services	0
Municipal Parking	0
Public Works	1
Water Filtration	0
Small Engine Repairs	0
Scheduled Preventive Maintenance	32
Field Service Calls	3
Total Work Orders Submitted	**39**
Risk Management Claims	**0**
Fork Lift Inspections	**0**

Regular Council Agenda
March 15, 2016

Description
Engineering Division monthly report for February, 2016

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 Division - Monthly Report

Capital Projects						February 29, 2016	
2009	12-09-T	Circulation, TAC Signing and Traffic Signal Studies	Three traffic related planning studies	Study	**UPDATE** - Allegany County Tourism has take the lead role in this project. A review meeting is planned for March 17, 2016. Staff will review plans and send comments in March, 2016 prior to the planned meeting.	JDF	3/9/2016
2009	22-09-M	Maryland Avenue Wall & Sidewalk Repairs	Replace of a portion of sidewalk and its supporting wall in the 900 Block of Maryland Avenue	Funding	**UPDATE -** The design work on this project will be finalized in March and if temporary easements can be obtained the project will be bid with construction taking place this summer. Another section of wall has failed a few houses north of this project. We hope that the extra work can be done under the same contract, but won't know that until we obtain bids.	JDF	3/9/2016
2010	01-10-WWTP	CSO Storage Facility At WWTP	CSO storage and handling facility in accordance with LTCP	Design	**UPDATE** This project was included in the Governor's proposed budget for FY'17. We hope to be able to bid the project near the end of FY'16 so that the project can be awarded in late summer or fall of 2016. This is an optimistic schedule.	JDF	2/10/2016
2011	24-11-W	Water Line Extension From MD 144 to Ali Ghan Shrine Club	Add water line supply as part of a proposed Love's Country Store Development.		**UPDATE** - This project is now complete, as-built drawings were submitted in early March, 2016.	JDF	3/9/2010
2011	25-11-SWM	25-11-SWM Love's Country Store and Travel Stop	SWM review for a proposed development	Construction	**NO CHANGE** - SWM as-builts received. Construction of Sleep Inn continues	PJD	2/29/2016
2012	2-12-M	Baltimore Avenue Improvements	Resurfacing of Baltimore Ave. from Front Street to Marion Street; with ADA and bicycle safety improvements, water main replacement (Goethe St to Marion St), and traffic safety improvements.	Construction	SHA material clearances have been finalized. SHA review of project sketch book (quantities) contiunes, and prepations of design waivers for ADA compliance contiues (required where the design or field changes did not meet the maximum State requirements, but meets the minum State requirements, and or the Federal requirments).The design waivers will be submitted in March, and the contract will be correcting several ADA copliance issues in March.	JRD	3/9/2016
2012	10-12-M	Bike Improvements on Mechanic and Centre St	Bike Lane Markings and Signs on Centre and Mechanic Sts from Henderson Ave to Harrison St	Design	NO CHANGE Center Street paving was included in CDBG funding package. The current plan is to mill and pave Centre Street and Valley Street under the IA Contract, then to install pavement markings and signs along with the Frederick Street / Bedford Street Bike Improvement Project. CDBG Funding and NEPA review has to be completed. CDBG Funds won't be approved until November, so this project will have to be put until spring of 2016. A grant amendment will be required for this project.	JDF	2/10/2016
2013	1-13-FPM	Misc Flood Control System Concrete Repairs	Repairs to various points of FCS system per USACOE inspection	Design	**NO CHANGE** - Final SWM submittal and O & M agreement approved. Specifications 90% complete. Design drawings approximately 80% complete.	PJD	2/29/2016
2013	4-13-SWM	Avirett Development at 12313 Messick Road	Development at Messick Road, north of the proposed Chessie Federal Credit Union site.	Design	**NO CHANGE** - Final SWM submittal and O & M agreement approved.	PJD	2/29/2016

Item # 11

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						February 29, 2016	
2013	5-13-WFP	Sodium Hypochlorite Conversion	Investigate feasibility of converting from usage of chlorine gas to sodium hypochlorite.	Construction	Corrective course of action established for plastic fittings failure completed, system being tested.	PJD	2/29/2016
2013	11-13-M	Frederick & Bedford Sts. Bike Lane Improvements	Proposed bicycle safety improvements; including, bike lanes along Frederick Street and Bedford Street from the Mechanic Street to the City Limits, where possible, and traffic calming	Design	State has requested some revisions, but in general the plans are approved and we need to bid the project. Paving repairs have been made on Frederick Street, which will allow for better lane markings near Decatur Street. Several pavement marking products are currently being reviewed, but the actual installation can not occur until warmer weather in 2016. The grant agreement will be amended to allow for the additional time required to get the project completed in 2016.	JDF	2/10/2016
2014	04-14-WWTP	Sludge Screening Study	Study to select the best alternative to keep rags out of the recently cleaned and modified digester because the modifications will make it impossible to	Study	**UPDATE-** Price proposal has been requested form the selected equipment supplier. A request for an MDE Permit has been submitted. As soon as we are sure funding is in place this project will be finalized for bidding.	JDF	3/9/2016
2014	05-14-M	Mill Grind, patch and Resurface Pavements in accordance with MD SHA Contract	Belt Contract to mill and pave	Construction	Piedmont Avenue and Ashland Avenue were paved in 2015. Greene Street paving will be planned when Belt Paving informs us that they can do paving work in the City.	JDF	3/9/2015
2014	10-14-M	Amtrak Station Streetscape Improvements - Baltimore Street Rail Connection	ADA improvements to curbs and sidewalks along Baltimore Street from George Street to Chessie System Railroad Tracks.	Design	Updates to the SHA specifications need to be inserted into the contract documents, and the documents resubmitted to SHA for final review and permission to bid the project.	JRD	3/9/2016
2014	10-14-M	Canal Street Rehabilitation Improvements	This project will make bicycle safety improvements to Canal Street.	Construction	Work is complete, however the contract is not yet complete. The City Bike Improvement was combined with a Canal Place Contract.	JDF	12/30/2015
2014	13-14-M	Mechanic Street Access Road Improvement Project	Repaving and ADA ramp improvements to the section Mechanic Street from I-68 to Bedford Street. Includes improvements to the block of Bedford Street from N. Centre to N. Mechanic Street and Baltimore Street to the Bridge.	Design	Progress meeting held 2/25/16. Design continues.	PJD	2/29/2016
2014	17-14-M	Demolition of East Side School		Construction	**NO CHANGE** - Work complete. Awaiting MDE review and permission to remove S&EC devices	PJD	2/29/2016
2014	18-14-SWM	New HS at site of SHH - SWM	SWM for new Allegany High School	Construction	Revised SWM plan reviewed and approved.	PJD	2/29/2016
2014	19-14-M	Greene Street Complete Street Plan	Planning Study for Greene Street	Planning	**UPDATE** - The Design Report from Alta Planning + Design was submitted and we are planning a very brief presentation to the mayor and City Council in April, 2016. The next step in this project will be to seek funding. We believe that several West Side Project could be combined into a single funding request. More on that as the other project reports are completed.	JDF	3/9/2015

Item # 11

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						February 29, 2016	
2015	1-15-M	Maryland Smart Energy Communities 2015	Designation and Grant for energy reduction improvements. Also required 3 deliverables in 2015: Energy Reduction and Renewable Energy Policies, Energy Baseline, and an energy reduction plan.	Planning	**UPDATE** Quotes received from contractors for HVAC replacement at the admin building. Quotes to be submitted to MEA for approval to move forward. MEA application submitted February 5 for continuing energy reduction improvements and possible renewable energy projects to be completed in FY17.	RJK	3/2/2016
2015	9-15-M	Potomac River Walk	The Study Phase of this project is being done through the Cumberland MPO and consists of a Walk / Trail for pedestrians and bikes along the Potomac River between Wills Creek and the YMCA	Study	This project should become a Canal Place Project, but the City will have to be involved because the Flood Control Project. The MDOT Planning Funding may be turned over to Canal Place so that the preliminary study can get started and Canal Place is expected to find additional funding so the project can proceed to the design stage.	JDF	2/10/2016
2015	13-15-SWM	Sheetz Improvement at Greene Street - SWM	Complete revamp of the facility at Greene Street	Planning	**NO CHANGE** -SWM Site Development approved	PJD	1/31/2016
2015	14-15-SWM	Hampton Inn - Welton Drive	New Hampton Inn off Welton Drive	Planning	**NO CHANGE** - Awaiting Site Development Plan submittal	PJD	1/31/2016
2015	15-15-P	Mill Grind, patch and Resurface Pavements in accordance with MD SHA Contract	A similar contract had been awarded to Belt Paving in 2014, however Belt could not provide City work, so other paving contractors were asked to provide the work. Only IA Construction responded with a proposal	Construction	Paving of streets around old Memorial Hospital was done in October. Work on a portion of Centre Street, Frederick Street, Bedford Street, the McMullen Bridge, and George Street will take place in November. The northern portion of Centre Street, Valley Street will have to wait until spring because CDBG have not yet been authorized. Temporary work on Nemacolin Ave. was done before the plants, but Washington Street and other work will have to wait until next year. See separate page that shows 2015 paving.	JDF	12/30/2015
2015	16-15-M	2015 Fall Tree Removal	Hazard Tree Removal	Construction	**UPDATE** Contractor has removed trees will be returning to grind stumps.	PTE	3/9/2016
2015	18-15-S	CSO Water Quality Analysis	Base line data collection for analysis of future CSO needs after CSO Storage is on line.	Study	Study contract awarded to Whitman Requardt & Associates (WR & A), and they were notified to start work on 17 Dec 2015.	PJD	2/29/2016
2015	19-15-M	WWTP & Collection System Asset Management Plan	Development of an Asset Management Plan	Planning	**NO CHANGE** Awaiting GIS data (infrastructure counts) and Finance Dept spreadsheets.	RJK	12/30/2015
2015	21-15-M	Washington Street Lighting	Install decorative lighting along Washington Street	Design	**New Project -** This project was originated by the Neighborhood Association, however after they received State funding the City has agreed to take on the project and provide the necessary local funds to get it completed. We need to finalize the design and get conduit and light bases installed prior to paving Washington Street, which was included in the IA Paving contract and is hoped to be done early next year.	JDF	11/5/2015
2015	23-15-M	Flood Insurance Rate Map (FIRM) Modernization and Implementation	Update FIRMs and the Floodplain Ordinance, and conduct an outreach to the community to apprise landowners of the impact of those changes.	Planning	**NO CHANGE** - Received FEMA update letter 10 Dec 2015.The FIRM comment period is finished. Draft Model Ordinance customized for Cumberland in hand and being reviewed. For Allegany County, the current target for the effective date of DFIRM is Spring, 2017	PJD	2/29/2016

Item # 11

City of Cumberland, Maryland
Engineering Division - Monthly Report

Program Projects Update						February 29, 2016	
Order	**Department**	**Program/Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
	PUBLIC WORKS	Curbside Recycling	Curbside recycling program started in the City of Cumberland July 1, 2014	Ongoing	**UPDATE** News briefs periodically submitted to CTN. Generating another 20 Notify Me users!!! Also, Burgmeier's Hauling periodically has 3 different garbage trucks that collect both garbage and recycling. Here is a Notify Me sent just last week in regards to this: **DID YOU KNOW?** **Burgmeier's Hauling has a variety of split collection trucks in Cumberland. Each truck collects garbage and recycling in one stop!** **One style has the recycling collection compartment on the front side. Another style has BOTH compartments in the rear. A third style (shaped like a large dump truck) has compartments inside the truck for both garbage and recycling.**	RJK	2-Mar-16
	WWTP	Cumberland Pretreatment Program	City Ordinance No. 3251 regulates industrial and significant dischargers to Cumberland's sewer and POTW. There are 4 Significant Industrial Users (SIUs) permitted under this Ordinance. Program	Regulatory	**UPDATE** WMHS Industrial Permit is in the process of being renewed. Minimal changes expected.	RJK	2-Mar-16
	WWTP	POTW NPDES Permit	Requirements for compliance		**UPDATE** Biomonitoring was conducted the week of Feb 15. WWTP awaiting results at this time.	RJK	2-Mar-16
	WWTP/CSO	CSO Consent Decree Compliance Reporting	Reporting/Inspections	Semi-Annual/As Needed	**NO CHANGE** The City of Cumberland is limited annually to 23,000 gpd in connections (or about 92 new housing units). Any new large size developments shall undergo review from the Engineering Division for the need for approval for new connections.	RJK	4-Feb-16
	Watershed	Evitts Creek Steering Committee	Cross-jurisdictional committee working on source water protection efforts.		**NO CHANGE** The recreation subcommittee of the steering committee has been getting inquires about additional access of Evitts Creek Water Company property for disabled individuals as well as mountain bikes.	PTE	30-Dec-15
	STC	Shade Tree Commission	Care of trees along city rights of way and in parks.	NA	**UPDATE** Stump grinding by contractors; trees ordered for spring planting; Arbor Day at Constitution Park on April 28th.	PTE	9-Mar-16
	Evitts Creek Water Company	Forest Stewardship Plan (aka Resource Management Plan)	Management of the forested property around Lakes Gordon and Koon	NA	**NO CHANGE** The Forest Management Plan is in the analysis and writing stage.	PTE	9-Mar-16

Item # 11

Contract Paving Work in 2015

Project No. 15-15-P IA Construction Work in 2015

Street	Limits	Comments	Cost
Memorial Ave.	Douglas to Oldtown Rd		76,358.72
Warwick Ave.	Greenway to Douglas		28,045.52
Ridgewood	Warwick Ave. to Brookfield Ave.		43,723.48
Brookfiel Ave.	Kent to Greenway		41,448.07
Louisiana Ave.	Kent to ramp at Hilltop Dr.		29,774.17
Kent Ave.	Concrete to Louisana		21,775.21
Cecil Street	Greenway to Ridgeway		16,676.92
Gephart Dr	Fayette to end	Columbia Gas has paid a portion	43,169.07
Fredick Street	Henderson Ave to Decatur and McMullen Bridge approach		50,862.43
Bedford St	Queen City Dr. to Centre		16,355.41
George St	Buttler to Union (not Balt)		11,816.46
Centre St.	Bedford to QCD		44,824.69
Maryland Ave	E. side either side of Putnam		23,757.43
Patch on McMullen Bridge	Frederick Street and Bedford St Sides		7,904.09
Nemacolin Ave	BW to Richwood	Temporary job, to be done properly in 2016	10,713.49
TOTAL			**$ 467,205.15**

Project No. 5-14-M Belt Paving Work in 2015

Piedmont Avenue	Trost Ave to Zilhman Way		132,577.63
Ashland Ave.	Piedmont Ave. to Hilland Street		10,738.10
TOTAL			**$ 143,315.73**

Regular Council Agenda
March 15, 2016

Description
Approval of the regular session minutes of January 19 and February 2, 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
David F. Kauffman

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: 1/19/16

***Pledge of Allegiance**

I. ROLL CALL

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

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

II. CERTIFICATES, AWARDS AND PRESENTATIONS

(A) Vote on appointment of a new City Council member to fill the seat vacated by David F. Kauffman

Mayor Grim stated that the City had been fortunate to have five great candidates for the open Council seat. He reviewed the process that had taken place to solicit letters of interest for the position and the subsequent review of the candidates. He stated the City would be well-served by any of the five individuals who stepped forward and the Mayor and Council were appreciative of their desire to serve the citizens of Cumberland.

Mayor Grim opened the floor for a motion for appointment. Motion to appoint Richard J. "Rock" Cioni, Jr. was made by Councilman Bernard, seconded by Councilwoman Alt-Myers, and was passed on a vote of 4-0.

(B) State of the City address from Mayor Grim

Mayor Grim provided comments on the state of the City. (Copy attached.)

III. DIRECTOR'S REPORT

(A) Police

1. Police Department monthly report for December, 2015

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 4-0.

(B) Fire

1. Approval of the Fire Department monthly report for December, 2015.

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 4-0.

(C) Public Works

1. Maintenance Division monthly report for December, 2015

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 4-0.

IV. APPROVAL OF MINUTES

(A) Routine

1. Approval of the Regular Session Minutes of November 17 and December 1, 2015

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 4-0.

(B) Administrative / Executive

1. Closed meeting statement for the meetings of January 11 and January 12, 2016

Item Action: Approved

Motion to approve the closed meeting statements was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

V. NEW BUSINESS

(A) Orders (Consent Agenda)

1. Order accepting the sole source proposal of System Integration Technologies, Inc. to provide software upgrades on the SCADA system and other in-plant computers at the Wastewater Treatment Plant in an amount not to exceed $32,134.70

Mr. Rhodes provided background on each Consent Agenda item after which Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-6 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,921

2. Order accepting the bid of Alan Tye & Associates to supply one (1) four post mobile column vehicle

lift system for the Municipal Service Center for the amount of $43,788.00

Mr. Rhodes provided background on each Consent Agenda item after which Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-6 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,922

3. Order reappointing Dan Bowser from citizen-at-large representative to secondary representative on the Downtown Development Commission (DDC) through July 31, 2019, and appointing Dave Love as a primary representative, Rhiannon Morgret as a secondary representative through July 31, 2019, and Renee Butler as the citizen-at-large representative through July 31, 2017

Mr. Rhodes provided background on each Consent Agenda item after which Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-6 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,923

4. Order authorizing the execution of an MOU with the MD Department of Information Technology outlining terms for the construction of additional fiber optic network infrastructure in the city to interconnect with the existing statewide fiber network (OMBN) to serve the Municipal Service Center and the Wastewater Treatment Plant

Mr. Rhodes provided background on each Consent Agenda item after which Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-6 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,924

5. Order approving the donation of a deed for property and improvements at 229 Cecelia Street from the Estate of Rosemary T. Byrne

Mr. Rhodes provided background on each Consent Agenda item after which Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-6 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,925

6. Order authorizing the execution of an Encroachment Agreement with First Project, LLC, owner of 114 South Centre Street, to allow for the installation of a rear egress stairway from the third floor to the public right-of-way of Ash Alley, measuring 6' wide

Mr. Rhodes provided background on each Consent Agenda item after which Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-6 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,926

(B) Letters, Petitions

1. Letter from Megan Mertz, Race Director, requesting permission to hold the First Annual Mental Health Matters 5 Mile Run and 1.5 Milk Walk on May 28, 2016 at 8:30 a.m. in Cumberland

   The letter was acknowledged and entered into public record. The Mayor and City Council provided consensus to grant permission for the race.

2. Letter from Sharon and Mark Ellsworth, Race Directors, requesting permission to hold the 6th Annual Gulf War Memorial 5K Run on August 27, 2016 at 8:30 a.m. in Cumberland

   The letter was acknowledged and entered into public record. The Mayor and City Council provided consensus to grant permission for the race.

3. Letter from Sharon Ellsworth, Co-Race Director, requesting permission to hold portions of the Second Annual ACAS Howard's 25K Run, and Paws on the Pavement 5K, on August 21, 2016 at 7:00 a.m. in Cumberland

   The letter was acknowledged and entered into public record. The Mayor and City Council provided consensus to grant permission for the race.

VI. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

No public comments were offered at this time.

VII. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:38 p.m.

Minutes approved on _____

Brian K. Grim, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

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: 2/2/16

***Pledge of Allegiance**

I. ROLL CALL

The meeting convened at 6:30 P.M.

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

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

II. CERTIFICATES, AWARDS AND PRESENTATIONS

(A) Bi-annual update from the Cumberland Economic Development Corporation, presented by Executive Director Shawn Hershberger

Shawn Hershberger, Executive Director of the Cumberland Economic Development Corporation (CEDC), discussed the CEDC's progress on implementing the economic strategic plan for the City. He reviewed the process by which the CEDC was created, initiatives for market and asset development, marketing and outreach, and provided a review of the budget for the year to date.

III. DIRECTOR'S REPORT

(A) Public Works

1. Utilities Division & Central Services Monthly Report for December, 2015

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 December 15, 2015 and January 5, 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. NEW BUSINESS

(A) Orders (Consent Agenda)

1. Order authorizing the abatement of 2015-2016 taxes for City-owned properties at Bishop Walsh Road (No. 06-050301) in the amount of $8860.44 and Eleanor Terrace (No. 06-011853) in the amount of $1458.07.

Item Action: Approved

Mr. Rhodes reviewed each item on the Consent Agenda after which Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-3 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 5-0.

ORDER NO. 25,927

2. Order authorizing the execution of a Contract with the Cumberland Economic Development Corporation (CEDC) for the period 2/2/16 - 6/30/18, under which the CEDC shall provide project administration for a Leasehold Improvement Program to be funded through the Community Legacy Program in an amount not to exceed $100,000

Item Action: Approved

Mr. Rhodes reviewed each item on the Consent Agenda after which Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-3 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 5-0.

ORDER NO. 25,928

3. Order authorizing the execution of Amendment No. 1 to the MD Bikeways Grant Agreement with the MD Department of Transportation, originally approved July 7, 2015, to extend the term of the original agreement to August 15, 2016

Item Action: Approved

Mr. Rhodes reviewed each item on the Consent Agenda after which Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-3 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 5-0.

ORDER NO. 25,929

VI. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

No public comments were offered at this time.

Minutes approved on _____

Brian K. Grim, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

VII. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:43 p.m.

Regular Council Agenda
March 15, 2016

Description
Approval of the closed session minutes of February 2, 2016

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Mayor and City Council of Cumberland

Closed Session Minutes

City Hall, 57 N. Liberty Street, Cumberland, MD 21502
Second Floor Conference Room
Tuesday, February 2, 2016
5:30 p.m.

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

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Shawn Hershberger, Executive Director of the Cumberland Economic Development Corporation; Marjorie Woodring, City Clerk

MOTION: Motion to enter into closed session to discuss a real estate issue and to consult with legal counsel pursuant to the provision of the Annotated Code of Maryland, State Government Article, Section 10-508 (a) (3) and (7) was made by Councilman Caporale, seconded by Councilman Bernard, and was passed on a vote of 5-0.

AUTHORITY TO CLOSE SESSION:
Annotated Code of Maryland, State Government

- Section 10-508 (a) (3): To consider the acquisition of real property for a public purpose and matters directly related thereto;
- Section 10-508 (a) (7): To consult with counsel to obtain legal advice on a legal matter

TOPICS: Acquisition of real property, legal matter

Minutes approved on: _____

Brian K. Grim, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Regular Council Agenda
March 15, 2016

Description

Order appointing Council members and designated staff and representatives to various boards and commissions

Approval, Acceptance / Recommendation

This Order was tabled at the March 1, 2016 meeting. The appointment to the PHAA has been removed.

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** March 15, 2016

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

THAT, the following Council Members and staff be and are hereby appointed as designated City representatives and/or appointees to the following Boards and Commissions:

BOARD / COMMISSION	APPOINTEE	STATUS
Allegany County Museum	David Caporale	Council Representative
Allegany County Solid Waste Committee	Raquel Ketterman, Environmental Technician	Staff Representative
Blighted Property Committee	Brian Grim	Council Representative
Canal Place Preservation & Development Authority	David Caporale	Council Representative
Cumberland/Allegany County Industrial Foundation (CACIF)	Nicole Alt-Myers	Council Representative
Downtown Development Commission (DDC)	Brian Grim	Council Representative – Non-voting member
Evitts Creek Steering Committee	Brian Grim Seth Bernard	Council Representatives
Historic Preservation Commission	Seth Bernard	M&CC ex officio - Voting member
Human Relations Commission	Nicole Alt-Myers	Council Representative – Non-voting member
Human Resources Development Commission	Brian K. Grim	Council Representative
Let's Beautify Cumberland! Committee	Nicole Alt-Myers	Council Representative
Neighborhood Advisory Commission	Seth Bernard and Rock Cioni	Council Representatives – One (1) voting member
Parks & Recreation Board	Seth Bernard and Rock Cioni	Council Representatives – Non-voting
Planning & Zoning Commission	David Caporale	M&CC ex officio - Voting member
~~Potomac Highland Airport Authority~~	~~Rick Thayer~~	~~Citizen Representative~~
Tri-County Council of Western MD	Shawn Hershberger	Staff Representative
Western Maryland Scenic Railroad	Shawn Hershberger	Staff Representative

Strikethrough [---] indicates amended language

Tabled MAR - 1 2016

Passed _____

_____

Brian K. Grim, Mayor

Regular Council Agenda
March 15, 2016

Description
Order authorizing the abatement of taxes and utilities due on certain City-owned properties

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** March 15, 2016

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

THAT, the following taxes and utilities on certain City-owned properties be and are hereby abated:

ADDRESS	TAX ID	ABATEMENT
331 Fort Hill Ave.	22-010689	2010-2015 Taxes due - $1,412.00
513 Maryland Ave.	22-015516	Utilities due - $213.84 and adjust for $61 credit
404 Park Street	22-011022	2015 Taxes due - $323.41
111 Independence St.	05-016118	Utilities due - $703.53
423 Ascension St.	04-019563	Utilities due - $1,714.24
105 Fifth Street	04-038738	2015 Taxes due - $334.35
Pine Ave.	22-009672	2015 Taxes due - $93.64
Pine Ave.	22-009664	2013-2015 Taxes due - $1,949.15
349 Davidson St.	23-004046	2015 Taxes due - $52.13
602 Maryland Ave.	04-039742	2014-2015 Taxes due - $292.52 Utilities due - $213.00
214 Cecelia St.	22-008706	2015 Taxes due - $481.73
219 Cecelia St.	22-013696	2015 Taxes due - $422.85

_____

Mayor Brian K. Grim

Regular Council Agenda
March 15, 2016

Description

Order approving the execution of Lease Agreements with Mark's Daily Grind, Inc., Shafco T/A City Lights American Grill and Bar, and The New Creamery LLC for the use of public space for outdoor dining and entertainment purposes

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** ____March 15, 2016____

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

THAT, the Mayor be and is hereby authorized to execute Lease Agreements by and between the Mayor and City Council of Cumberland and Shafco T/A City Lights American Grill and Bar, Mark's Daily Grain, Inc., and The New Creamery, LLC to allow for the use of areas of public right-of-way in front of each establishment for outside café dining or entertainment purposes; and

BE IT FURTHER ORDERED, that the term of these agreements shall commence on April 1, 2016, and shall terminate on March 31, 2017, unless sooner terminated pas provided for by terms of the agreements.

_____

Brian K. Grim, Mayor

THIS LEASE AGREEMENT ("Lease") is made and executed this fourth day of March, 2016, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the "City") and **MARK'S DAILY GRIND, INC.** ("Leessee").

WHEREAS, Lessee operates a restaurant at 37 Baltimore Street, Cumberland, MD 21502;

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

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

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

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

1. **Demise**. The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee's restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of 15 feet and length of 31 feet, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the "Demised Premises") is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit 1. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

2. **Term.** The term of this lease shall commence on April 1, 2016 and shall terminate on March 31, 2017 unless sooner terminated as provided for herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Lessee:
Mark Rose
Mark's Daily Grind, Inc.
37 Baltimore Street
Cumberland, MD 21502

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

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

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

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

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

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

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

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

MAYOR AND CITY COUNCIL
OF CUMBERLAND

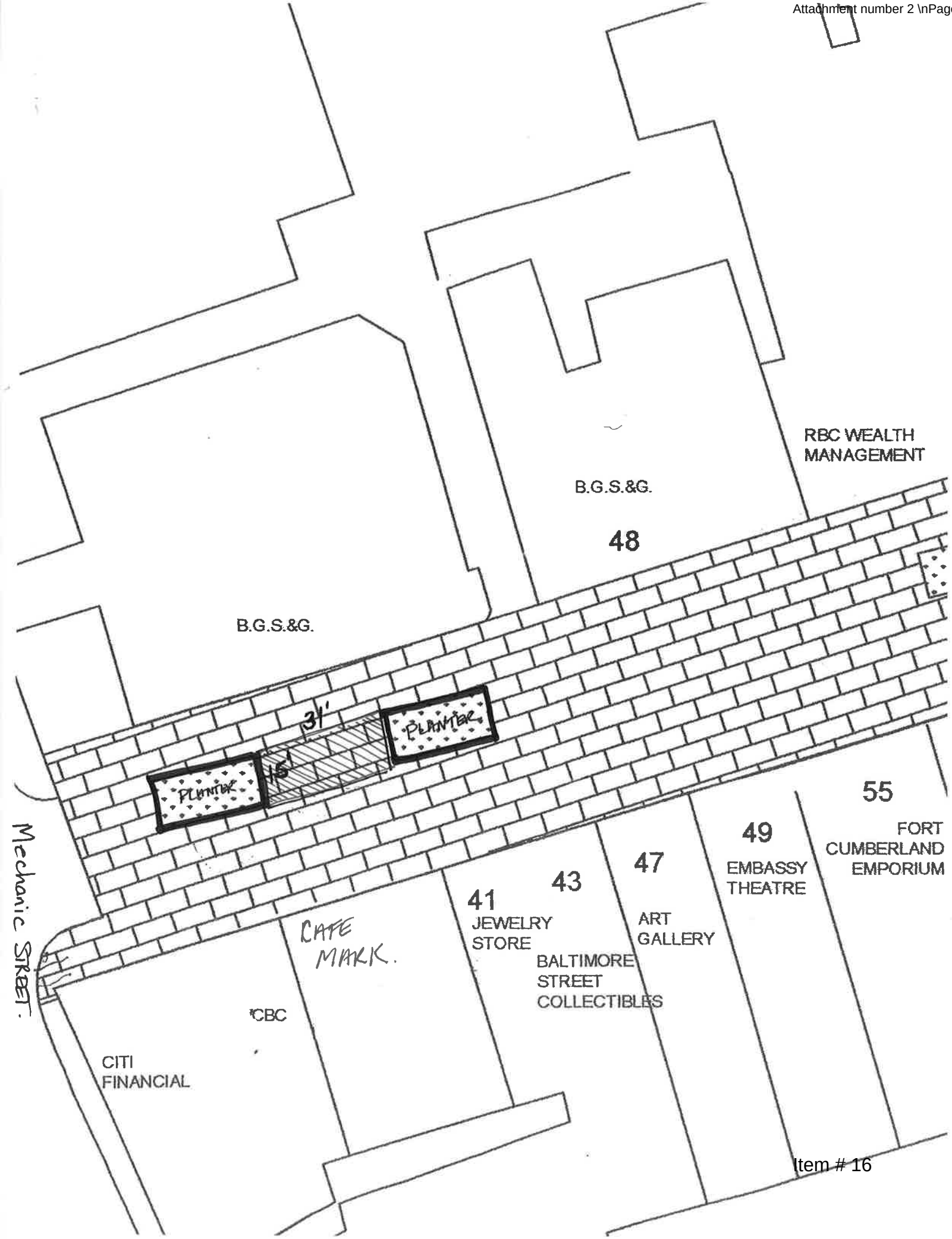
By: _____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring
City Clerk

_____
WITNESS

_____
LESSEE


RBC WEALTH MANAGEMENT
B.G.S.&G.
48
B.G.S.&G.
31'
PLANTER
15'
PLANTER
55
FORT CUMBERLAND EMPORIUM
49
EMBASSY THEATRE
47
ART GALLERY
43
BALTIMORE STREET COLLECTIBLES
41
JEWELRY STORE
CAFE MARK.
CBC
CITI FINANCIAL
Mechanic STREET.

THIS LEASE AGREEMENT ("Lease") is made and executed this 1st day of March, 2016, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the "City") and **SHAFCO T/A CITY LIGHTS AMERICAN GRILL AND BAR** ("Lessee").

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

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

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

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

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

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

2. Term. The term of this lease shall commence on April 1, 2016 and shall terminate on March 31, 2017 unless sooner terminated as provided for herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Lessee:
Bill Shaffer
City Lights American Grill & Bar
59 Baltimore Street
Cumberland, MD 21502

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

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

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

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

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

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

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

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

MAYOR AND CITY COUNCIL
OF CUMBERLAND

By: _____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring
City Clerk

WITNESS

LESSEE

THIS LEASE AGREEMENT ("Lease") is made and executed this _____ day of _____, 2015, be and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the "City") and **THE NEW CREAMERY, LLC** ("Lessee").

WHEREAS, Lessee operates a restaurant at 108 W. Harrison Street, Cumberland, MD 21502;

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

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

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

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

1. **Demise**. The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee's restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of eight (8) feet and width of forty-two (42) feet, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the "Demised Premises") is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit I. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

2. **Term.** The term of this lease shall commence on April 1, 2016 and shall terminate on March 31, 2017 unless sooner terminated as provided for herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To the City:

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

To Lessee:

Linda Freas
The New Creamery LLC
108 W. Harrison Street
Cumberland, MD 21502

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

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

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

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

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

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

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

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

MAYOR AND CITY COUNCIL
OF CUMBERLAND

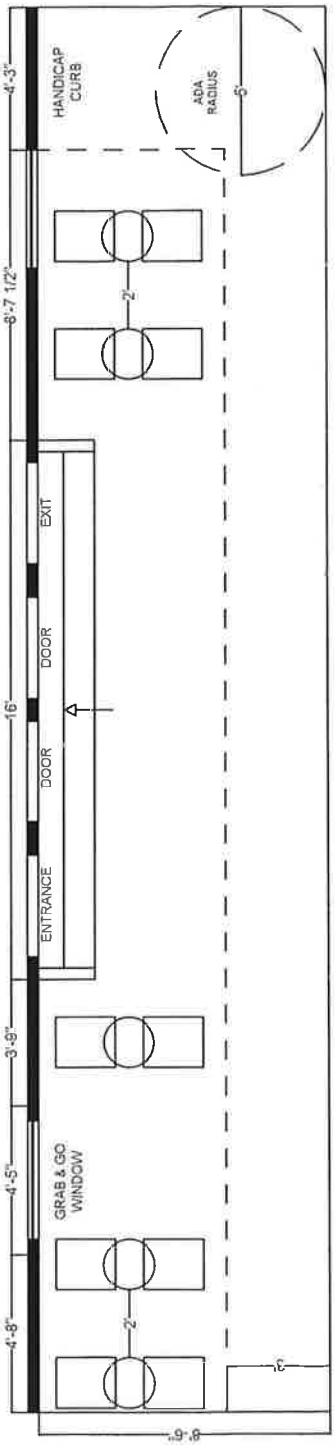
By: _____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring
City Clerk

_____ _____
WITNESS LESSEE

EXHIBIT I



QUEEN CITY CREAMERY: OUTDOOR SEATING AREA

SCALE: 3/16" = 1'-0"

NOTES
1.FURNITURE DIMENSIONS:
TABLES-18" ROUND
CHAIRS-18"x18"
2. FURNITURE WILL NOT BE PLACED IN FRONT OF ENTRANCE,GRAB & GO WINDOW OR HANDICAP CURB
3. HANDICAP CURB WILL NOT BE OBSTRUCTED
4. 36" WIDE ACCESSIBLE AREA FOR PEDESTRIANS

Regular Council Agenda
March 15, 2016

Description

Order authorizing the execution of a Lease Agreement with R&M Variety Store LLC, located at 100 Baltimore Street, to allow for the use of the public right-of-way on Centre and Baltimore Streets to sell merchandise for the period April 1, 2016 through August 15, 2016

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __March 15, 2016___

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

THAT, the Mayor be and is hereby authorized to execute a Lease Agreement by and between the Mayor and City Council of Cumberland and R&M Variety Store Limited Liability Company, located at 100 Baltimore Street, to allow for the use of public right-of-way adjacent to the business on Centre and Baltimore Streets to sell merchandise for the period April 1, 2016 through August 15, 2016, as further defined in said agreement.

_____

Brian K. Grim, Mayor

THIS LEASE AGREEMENT ("Lease") is made and executed this 24 day of Feb, 2016, be and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the "City") and **R&M VARIETY STORE LIMITED LIABILITY COMPANY** ("Lessee").

WHEREAS, Lessee operates a business at 100 Baltimore Street, Cumberland, MD 21502;

WHEREAS, the City maintains and/or owns the public right-of-way immediately in front of the business on Centre Street and Baltimore Street.

WHEREAS, Lessee wishes to expand its operation to include selling merchandise on a portion of the public right-of-way adjacent to its business; and

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

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

1. Demise. The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee's business, the area of which encompasses that portion of the right-of-way directly in front of the building along Baltimore Street to a depth of 6 feet and a length of 35 feet; the planter/stage area in front of the building which measures a depth of 15 feet and a length of 30 feet; an area along the Centre Street side of the planter/stage area which measures a depth of 2 feet and a length of 21 feet; the area along the side of the planter adjacent to the building which measures a depth of 4 feet and a length of 30 feet; the area on the opposite side of the planter which measures a depth of 2 feet and a length of 30 feet; the area on the south (Allegany Pawn) side of the fire lane measuring a depth of 6 feet and a length of 65 feet; and the area between both planters which measures a depth of 15 feet and a length of 52 feet. The aforesaid areas are hereinafter referred to collectively as the "Demised Premises" and are shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit 1. The Lessee shall not place goods in the fire lane or obstruct the right-of-way for pedestrians.

2. Term. The term of the lease for areas "A" and "B" shown on Exhibit 1 attached hereto shall commence on April 1, 2016 and shall terminate on August 15, 2016 unless sooner terminated as provided for hereinafter. The term of the lease for areas "C" and "D" shall commence on April 1, 2016 and shall terminate on June 15, 2016 unless sooner terminated as provided for hereinafter.

3. Use of Property. The Demised Premises shall be occupied and used by Lessee so as to provide for the retail sale of goods to Lessee's customers. Lessee agrees that, in its use of the Demised Premises, it will comply with all present and future valid local, state

and federal laws, ordinances, rules and regulations related to the occupancy or use of the Demised Premises.

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

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

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

7. **Plant Carts/Display Tables/Sales Displays.** Lessee shall be permitted to locate and use its plant carts, display tables and sales displays (collectively, the "Displays") within the area of the Demised Premises. No other items other than Displays and the goods offered for sale and displayed thereon and therein shall be permitted in the Demised Premises unless they are first approved by the City. The Displays, goods and other approved items may only be placed within the Demised Premises during the hours of operation of Lessee's business. At all other times, said Displays, goods and other approved items must be stored in a neat and orderly manner. All empty Displays must be stored inside Lessee's place of business.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Lessee:
Michael Knippenberg
R&M Variety Store Limited Liability Company
100 Baltimore Street
Cumberland, MD 21502

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

21. **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.

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

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

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

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

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

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

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL
OF CUMBERLAND

_____
Marjorie A. Woodring,
City Clerk

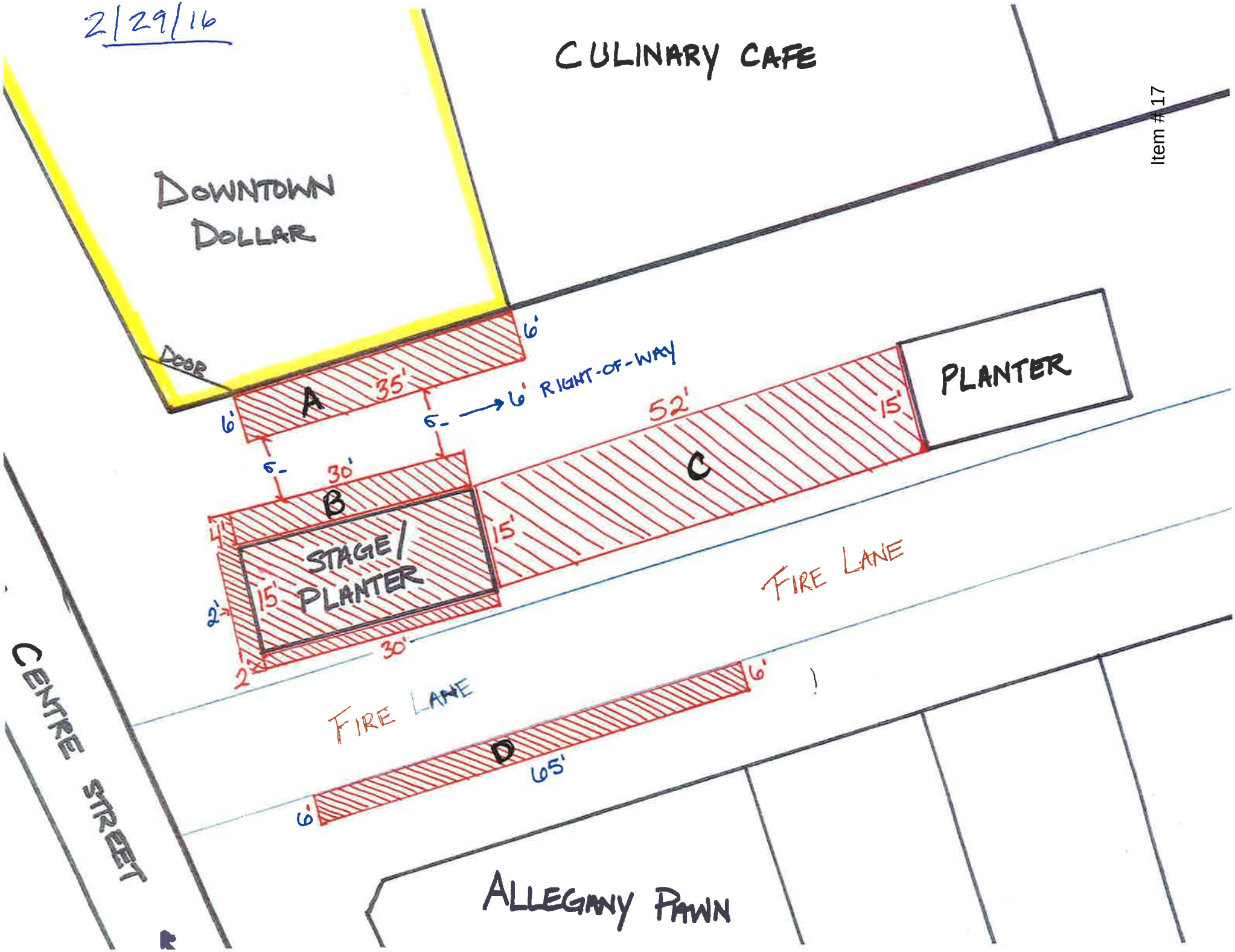
By: _____
Brian K. Grim, Mayor

R&M VARIETY STORE LIMITED LIABILITY COMPANY

_____

By: _____
Michael Knippenberg, Member

2/29/16


CULINARY CAFE
DOWNTOWN DOLLAR
DOOR
6'
A
35'
6'
6'
6' RIGHT-OF-WAY
52'
15'
PLANTER
C
30'
B
4'
STAGE/ PLANTER
15'
15'
2'
30'
2'
FIRE LANE
FIRE LANE
6'
D
65'
6'
CENTRE STREET
ALLEGANY PAWN

Regular Council Agenda
March 15, 2016

Description

Order authorizing the execution of a Memorandum of Understanding ("MOU") with the Board of County Commissioners of Allegany County for the contract of Shirley A. Wade to provide part-time clerical services for the Allegany County Narcotics Task Force (C3IN)

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** March 15, 2016

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

THAT, the Mayor be and is hereby authorized to execute a Memorandum of Understanding between the City of Cumberland and the Board of County Commissioners of Allegany County for the contract of Shirley A. Wade to provide clerical services for the Allegany County Narcotics Task Force (C3IN) as a part-time employee, working approximately twenty (20) hours per week.

_____

Mayor Brian K. Grim

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and executed on this 15th day of March, 2016, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND** (the "City) and the **BOARD OF COUNTY COMMISSIONERS OF ALLEGANY COUNTY, MARYLAND** (the "County").

RECITALS:

WHEREAS, the City and County contracted with Shirley A. Wade ("Wade") to provide clerical services for the Allegany County Narcotics Task Force ("C3IN") as a temporary employee, working approximately twenty hours per week;

WHEREAS, the City and the County will compensate Wade for her services at the rate of $20.87/hr., said compensation to be paid by the City directly to Wade;

WHEREAS, in that C3IN provides services that benefit the citizens of Allegany County as a whole, including, but not limited to, those who reside within the City of Cumberland, the City and the County have agreed to share equal responsibility for the payment of Wade's compensation; and

WHEREAS, the parties hereto are entering into this MOU for the purpose of formalizing their understandings regarding the foregoing.

WITNESSETH:

NOW THEREFORE, in consideration of the mutual covenants of the parties hereto set forth below and for other good and valuable consideration, the receipt and sufficiency of which both parties acknowledge, the parties hereto agree as follows:

1. The Recitals set forth above are not merely prefatory. They are incorporated by reference herein as though they were set forth in full herein, it being the intention of the parties that they form a part of this MOU.

2. The City will remit compensation directly to Wade for the services she provides as a temporary clerical employee at the rate of $20.87/hr. The County will reimburse the City for one-half (1/2) of all amounts paid to Wade as compensation, said reimbursement to be made no later than thirty (30) days from the date the City invoices the County therefor.

3. This MOU shall remain in full force and effect for so long as Wade provides clerical services for the benefit of C3IN; however, it may be terminated by either party hereto upon the provision of no less than thirty (30) days advance written notice to the other party. Said notice shall be provided to the City Administrator or the County Administrator, as the case may be.

4. This MOU is and shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns.

5. The laws and decisions of the State of Maryland shall govern and control the construction, enforceability, validity and interpretation of this MOU, and all other agreements, instruments, documents, exhibits, or schedules executed by the parties pertaining or relating to this MOU or the transactions contemplated herein.

IN WITNESS WHEREOF, the parties have executed this MOU on the date first set forth above.

WITNESS/ATTEST

MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND

_____
Marjorie A. Woodring, City Clerk

By:_____
Brian K. Grim, Mayor

BOARD OF COUNTY COMMISSIONERS OF ALLEGANY COUNTY, MARYLAND

_____

By:_____
Jacob C. Shade, Commissioner

_____

By:_____
William R. Valentine, Commissioner

_____

By:_____
Creade V. Brodie, Jr., Commissioner

Regular Council Agenda
March 15, 2016

Description

Order authorizing the Chief of Police to execute a Memorandum of Understanding with Allegany College of MD to formalize mutual cooperation related to reporting and responding to crimes occurring on property owned or managed by ACM or involving ACM-affiliated persons within the CPD's jurisdiction

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** March 15, 2016

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

THAT, the Chief of Police be and is hereby authorized to execute an operational Memorandum of Understanding by and between the Cumberland Police Department and Allegany College of Maryland (ACM) to formalize mutual cooperation related to reporting and responding to crimes occurring on property owned or managed by ACM and/or involving ACM-affiliated persons within the CPD's jurisdiction.

_____

Mayor Brian K. Grim

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN

Allegany College of Maryland
(Institution of Higher Education)

and

Cumberland Police Department
(Law Enforcement Authority)

This memorandum of understanding is between *Cumberland Police Department (CPD)* as the primary local law enforcement agency, and *Allegany College of Maryland (ACM)*, as the local college. The purpose of this partnership is formalize mutual cooperation related to reporting and responding to crimes occurring on property owned or managed by ACM and/or involving ACM-affiliated persons within the CPD's jurisdiction. Both CPD and ACM have provided input on each party's ability to participate in this Memorandum of Understanding. A collaborative relationship was agreed upon and each partner is aware of and agrees to the following:

I. Parties

Allegany College of Maryland:

ACM is a community college accredited by the Middle States Commission of Higher Education which serves credit and non-credit students and employs full- and part-time faculty and staff.

Cumberland Police Department

The fundamental mission of the Cumberland Police Department is to protect life and property, enforce the law in a fair and impartial manner, preserve the peace, order, and safety of the community we serve, safeguard the constitutional guarantees, and provide other police-related services as required by the community in a manner consistent with the values of a free society.

II. Scope

The purpose of this Memorandum is to establish procedures to be followed when certain specific incidents - described in Section IV below - occur on property owned or managed by ACM, at any ACM sponsored activity within the jurisdiction of CPD, and/or involving ACM students, faculty, staff, or persons deemed under the control of ACM.

It is further the purpose of this Memorandum to foster a relationship of cooperation and mutual support between the parties hereto as they work together to maintain the physical security and safety of ACM.

III. Legal Authority

Pursuant to the federal law (ie., Higher Education Act and the Crime Awareness and Campus Security Act (otherwise known as the Clery Act and its amendment the Violence Against Women Act)), ACM is required to engage in certain acts including the collection of data statistics, the issuance of Timely Warnings for certain acts, and the institution's response to

certain crimes. Pursuant to Maryland law (ie., Institutions of Higher Education – Sexual Assault – Policy and Survey), each institution of higher education in Maryland is required to enter a formalized agreement with the local law enforcement agency that complies with the relevant provisions of Title IX of the Education Amendments of 1972 and clearly states when a school will refer a matter to local law enforcement.

IV. Reporting Incidents to Law Enforcement

ACM strongly encourages the reporting of all crimes to local law enforcement.

A. Mandatory Reporting

1. ACM shall immediately report by the most expeditious means possible to CPD the occurrence of any of the following incidents: homicide, weapon, aggravated assault, child abuse, incest, kidnapping, missing student, arson, robbery, burglary, breaking and entering, theft of a motor vehicle, terroristic threats, riot, an offense for which registration is required, the purchase, consumption, possession or transportation of liquor or malt or brewed beverages by a person under 21 years of age, and the possession, use or sale of controlled substances or drug paraphernalia. Attempts, solicitation or conspiracy to commit any of the offenses shall also be reported. These offenses shall be used as described or defined in the Maryland Annotated Code.

2. Definitions
   a. As used in this Memorandum "weapon" shall include, but not be limited to, any knife, cutting instrument, cutting tool, nunchaku, firearm, shotgun, rifle, metal knuckles, billy club, blackjack, grenade, incendiary device and any other tool, instrument or implement capable of inflicting serious bodily injury. This reporting requirement does not apply to a weapon which is: (a) used, as part of an ACM-approved program, by an individual who is participating in the program; (b) a weapon on ACM property with the authorization of the College President or (c) law enforcement personnel.
   b. As used in this Memorandum, "controlled substance" shall include the possession, use or sale of controlled substances as defined in the act known as "*The Controlled Substance, Drug, Device and Cosmetic Act" (hereinafter "Drug Act*") including, but not limited to, marijuana, cocaine, crack cocaine, heroin, LSD, PCP, amphetamines, methamphetamine, steroids, and other substances commonly known as "designer drugs."
   c. Included in this reporting provision shall be the possession, use or sale of drug paraphernalia, as defined in the *Drug Act*, including, but not limited to, hypodermic syringes, needles and, depending on the circumstances, rolling papers, as well as all other equipment or materials utilized for the purpose of ingesting, inhaling, or otherwise introducing controlled substances into the body.

B. Discretionary Reporting

1. ACM may report to CPD the occurrence of any of the following incidents: simple assault, theft, trespassing, vandalism, and disorderly conduct. These terms are defined in the Annotated Code of Maryland.

2. With the consent of the complainant or upon a determination that the offense presents an ongoing risk to the safety of any person at ACM, ACM may report the occurrence of any of the following incidents: sexual violence (defined under Title IX regulations as rape, sexual assault, sexual battery, and sexual coercion), sexual harassment, gender-based harassment, sexual exploitation, sexual intimidation, stalking, domestic violence, and dating violence. (See ACM's Sexual Misconduct and Sex Discrimination Policy and related procedures for more information.) ACM will strongly encourage complainants to report these crimes, will assist complainants in making such reports, and will offer support and resources to complainants and witnesses.

3. Definitions of terms specific to Title IX are aligned with federal definitions and are contained in ACM's Sexual Misconduct and Sex Discrimination Policy.

C. Content of Reports

1. Upon notification of the incident to CPD, ACM shall provide as much information about the incident as possible. In no event shall the gathering of information unnecessarily delay notification.

    a. Whether the incident is in-progress or has concluded.
    b. Nature of the incident.
    c. Exact location of the incident.
    d. Number of persons involved in the incident.
    e. Names of the individuals involved if known
    f. Weapons, if any, involved in the incident.
    g. Whether the weapons, if any, have been secured and, if so, the custodian of the weapons.
    h. Injuries involved.
    i. Whether EMS or the Fire Department were notified.
    j. Identity of a designated college contact person.
    k. Identity of the witnesses to the incident, if any.
    l. All other such information as is known to the college which can be deemed relevant to the incident under investigation.

2. Additionally, upon request by CPD to respond to incidents described herein, ACM shall provide information about the college's physical plant including but not limited to campus maps, blueprints or floor plans of buildings; fire-alarm shutoff location and procedures; sprinkler system shutoff location and procedures; gas/utility line layouts and shutoff valve locations; and cable/satellite television shutoff location and procedures.

D. Timely Warnings

1. Pursuant to requirements of the Clery Act and in accordance with internal procedures, ACM shall issue Timely Warnings and other appropriate notifications as necessary.

V. Response by Law Enforcement

A. Respond to the scene in a timely manner as determined by the nature of the incident and the availability of law enforcement personnel.

B. Secure and control the scene as needed.

C. Provide/arrange for emergency medical treatment, if necessary.

D. Investigate all incidents in a manner consistent with the law as well as CPD policy, procedures, and best practices of law enforcement. The investigation of all reported incidents shall involve as little disruption of the college environment as is practicable.

E. To the extent provided for by applicable law and subject to all exceptions provided for therein, CPD assumes responsibility for the conduct of its officers in the performance of their official duties in the conduct of interviews, interrogations, searches, seizures of property, and arrests. ACM shall not interfere with the investigation and shall defer to the expertise of CPD on matters of criminal law and procedure, except as is necessary to protect an interest of ACM.

F. Refer investigations to other investigative units and/or law enforcement agencies if appropriate.

G. Inform designated ACM official(s) and complainants of the progress of the investigation to the extent possible and allowed for under applicable law.

H. Identify when possible those responsible for the commission of the reported incident and, where appropriate, apprehend and prosecute those individuals. Identification and apprehension procedures shall involve as little disruption of the college environment as is practicable.

I. Provide annual crime statistics to ACM in accordance with the Higher Education Act and the Crime Awareness and Campus Security Act (otherwise known as the Clery Act).

J. Nothing in this Memorandum shall be deemed to prevent ACM from conducting its own internal investigation pursuant to ACM policies and procedures including, but not limited to, the Sexual Misconduct and Sex Discrimination Policy, the Code of Student Conduct, and Human Resources policies.

VI. FERPA

Pursuant to the federal Family Educational Rights and Privacy Act as well as ACM policy, ACM may disclose personally identifiable information from an educational record of a student to CPD if a health or safety emergency exists and knowledge of that information is necessary to protect the health or safety of the student or other individuals. In determining whether a health or safety emergency exists, ACM may take into account the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals.

VII. Clery Compliance

ACM is responsible for collecting and reporting annual crime statistics to the Department of Education by October 15 each year pursuant to the Higher Education Act and the Crime Awareness and Campus Security Act (otherwise known as the Clery Act). ACM shall provide the data collection form as well as directions for completing the form to CPD in a timely manner. CPD shall provide the statistics in a timely manner.

VIII. Conflicts of Interest

The parties to this Memorandum recognize that in the event that an ACM employee, contractor, or other person acting on behalf of ACM is the subject of an investigation, a conflict of interest may exist between ACM and the adult suspect. Where the possibility of such a conflict exists, neither the individual that is the subject of the investigation nor any person acting as his/her subordinate or direct supervisor shall be present during CPD's interviews of suspects, victims, or witnesses by CPD. Furthermore, neither the individual who is the subject of the investigation, nor his/her subordinate(s) and/or direct supervisor(s) shall be informed of the contents of the statements made by suspects, victims or witnesses, except at the discretion of CPD or as otherwise required by law.

IX. Media Relations

The release of information concerning incidents reportable to CPD pursuant to the terms of this Memorandum shall be coordinated between ACM and CPD. When appropriate, a press release shall be issued. The parties shall release as much information as is allowable by law with due deliberation given to the integrity of any ongoing investigation, the need to limit disruptions to college functions, and the privacy of the students and staff involved.

X. General Provisions

A. This Memorandum is not intended to and does not create any contractual rights or obligations between ACM, CPD, any additional signatory authorities or entities, or their respective officer, employees, agents or representatives.

B. Nothing in this agreement shall be construed to void, amend, or alter any other contract, agreement, or service either party offers in its normal course of business and/or with other persons or entities.

C. The term of this Memorandum shall be the fiscal year, July 1 through June 30. This Memorandum shall become effective upon the date of its approval and execution by the parties hereto. Unless modified or terminated in accordance with the provisions of this document, this Memorandum shall be automatically renewed each fiscal year. It may be modified only upon the written consent of the parties, and each party to this Memorandum may withdraw its participation by providing thirty (30) days written notice to the other party.

D. In the event of changes in state or federal law which necessitate changes to this Memorandum, the parties shall collaborate to amend this Memorandum to assure compliance by the parties with state and federal requirements.

E. All parties to this Memorandum will communicate fully and openly with each other in order to resolve any problems that may arise in the fulfillment of the terms of this Memorandum.

F. Any provision of this Memorandum found, held, or deemed to be unenforceable, voidable, or void as contrary to law or public policy under applicable law shall be severed from the terms hereto and the remaining terms shall continue in full force subject to the limitations set herein.

In witness whereof, the parties sign this agreement acknowledging receipt of a fully executed original document and having the opportunity to review the document with legal counsel of their choice and without coercion or duress. We the undersigned approve the proposed project activities and cooperation, as outlined in this document. This Memorandum of Understanding may be reviewed periodically by each participating agency.

_____ _____

Charles H. Hinnant, Chief
Cumberland Police Department
20 Bedford Street
Cumberland, Md. 21502

Date

_____ _____

Dr. Cynthia Bambara, President
Allegany College of Maryland
12401 Willowbrook Rd. SE
Cumberland, Md. 21502

Date

Regular Council Agenda
March 15, 2016

Description

Order approving an amendment to the Grant Agreement with the MD Department of Planning for cultural programming in the Canal Place Heritage Area to redirect unused funding for Canal Fest in the amount of $1,100 to the Youth Summit Program

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** March 15, 2016

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

THAT, the Mayor be and is hereby authorized to execute an Amendment to the Grant Agreement with the MD Department of Planning for cultural programming in the Canal Place Heritage Area, originally approved November 17, 2015 by Order No. 25,902, to redirect unused funding for Canal Fest, in the amount of One Thousand, One Hundred Dollars ($1,100.00), to the Youth Summit Program.

_____

Mayor Brian K. Grim

Maryland Department of Planning
Maryland Historical Trust

Larry Hogan, Governor
Boyd Rutherford, Lt. Governor

David R. Craig, Secretary
Wendi W. Peters, Deputy Secretary

March 1, 2016

Dr. Jennifer Light
Downtown Manager
Mayor and City Council of Cumberland
57 North Liberty Street
Cumberland, MD 21502

RE: 2016 MHAA Grant - Canal Place Heritage Area Cultural Programming (FY2016)

Dear Dr. Light:

I am in receipt of your request for an amendment to your grant. I understand that due to some expenditures coming in under budget, you would like to amend the project budget to include a new event, the Youth Summit. As project work is still progressing in a satisfactory manner, the Maryland Historical Trust hereby approves an amendment to the "Canal Place Heritage Area Cultural Programming (FY2016)" grant project.

The amended Budget will be changed as follows:

		Applicant Proposed Match			
Work Item (Description)	**Grant Funds Requested**	**Applicant Proposed Cash Match**	**Applicant Proposed In-Kind Match**	**Other Project Costs**	**Total Project Cost**
Visual Arts Programming - AAC					
Art of Cumberland Exhibition	$1,500.00	$1,125.00	$375.00		$3,000.00
Heritage Area Quickdraw	$1,500.00	$1,125.00	$375.00		$3,000.00
Natural Resources Education	$2,000.00	$1,500.00	$500.00		$4,000.00
Musical Arts Programming - DDC					
Mountain Music Series	$4,000.00	$3,000.00	$1,000.00		$8,000.00
Red, White and Bluegrass	$800.00	$600.00	$200.00		$1,600.00
Heritage Programming - Canal Place					
CanalFest (came in under budget)	$900.00	$800.00	$225.00	$125.00	$2,050.00
History Comes Alive!	$1,500.00	$1,125.00	$375.00		$3,000.00

Item # 20

Heritage Programming - City of Cumberland					
Youth Summit (new event)	$1,100.00	$825.00	$275.00	$31,355.80	$33,555.80
TOTALS	**$13,300.00**	**$10,100.00**	**$3,325.00**	**$31,480.80**	**$58,205.80**
		Total Match	**$13,425.00**		

With the signature below, the Grant Agreement is amended as shown above. This amendment affects only the budget, as noted in Exhibit A of the Grant Agreement. All other terms and conditions in the Grant Agreement shall remain in full force and effect.

This letter will serve as the official amendment. If MAYOR AND CITY COUNCIL OF CUMBERLAND is in agreement, please sign below and return to me for our files.

Sincerely,

Jennifer Ruffner
Assistant Administrator, Maryland Heritage Areas Program

cc: Deidra Ritchie

Concurrence:

_____

MAYOR AND CITY COUNCIL OF CUMBERLAND
[*This amendment must be signed by a person legally authorized to sign contracts for the grantee]

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. 25,902 **DATE:** November 17, 2015

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

THAT, the Mayor be and is hereby authorized to execute a Grant Agreement with the MD Department of Planning to provide up to Thirteen Thousand, Three Hundred Dollars ($ 13,300.00) in funding for cultural programming in the Canal Place Heritage Area.

Brian K. Grim, Mayor

NOV 17 2015

Item # 20

Regular Council Agenda
March 15, 2016

Description

Order authorizing the execution of Change Order No. 2 to the "Sodium Hypochlorite Conversion Project (5-13-WFP)" with Hickes Associates, Inc. for the installation of 8 expansion loops at the amount of $1,454.87 and reimbursement for concrete testing at the amount of ($1,500.00), decreasing the contract price by ($45.13), and bringing the new contract price to $388,409.19. Zero calendar days will be added to the project.

Approval, Acceptance / Recommendation

It is the Engineering Department's recommendation to execute Change Order No. 2 to current City contract 5-13-WFP Sodium Hypochlorite Conversion project to decrease the project cost by $45.13.

☐ Budgeted

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

Value of Award (if applicable)

($45.13)

Source of Funding (if applicable)

002.299.XJ.63000

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** March 15, 2016

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

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 2 to City Project "Water Filtration Plant Sodium Hypochlorite Conversion" (5-13-WFP), Hickes Associates, Inc. 8253 Old Route 22, Alexandria, PA 16611, in the decreased amount of amount of Forty Five Dollars and Thirteen Cents ($45.13); and

BE IT FURTHER ORDERED, that Zero (0) calendar days will be added to the current contract.

_____

Brian K. Grim, Mayor

5-13-WFP	Contract Amount
Original Contract Amt.	**$367,403.00**
Change Order No. 1	$21,051.32
Contract Amt after CO 1	**$388,454.32**
Change Order No. 2	($45.13)
New Contract Amt.	**$388,409.19**

Funding: 002. 299. XJ.63000

CHANGE ORDER

Order No. Two (2)
Date: February 29, 2016
Agreement Date: June 16, 2015

NAME OF PROJECT: City Project No. 5-13-WFP Sodium Hypochlorite Conversion Project

OWNER: City of Cumberland

CONTRACTOR: Hickes Associates, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS: Installation of eight (8) expansion loops ($1,454.87) and reimbursement for concrete testing (-$1,500.00).

Justification: Refer attached.

CHANGE TO CONTRACT PRICE

Original CONTRACT PRICE	$367,403.00
Current CONTRACT PRICE adjusted by previous CHANGE ORDER	$388,454.32
The CONTRACT PRICE due to this CHANGE ORDER will be ~~(increased)~~ (decreased) by	($45.13)
The new CONTRACT PRICE including this CHANGE ORDER will be	$388,409.19

CHANGE TO CONTRACT TIME

The Contract Time will be ~~(increased) (decreased)~~ by 0 calendar days.

The date for completion of all work will be November 5, 2015.
(Date)

Requested by _____ (Owner) Date 3/10/16

Recommended by _____ THE EADS GROUP, INC. (Engineer) Date 2016-02-29

Accepted by _____ (Contractor) Date 3/3/16

Hickes Associates, Inc.
General, Mechanical & Electrical Contractors

8253 Old Route 22
ALEXANDRIA, PA 16611
(814) 669-4160
FAX (814) 669-4199
hickes1@comcast.net

February 23, 2016

The EADS Group
450 Aberdeen Drive
Somerset PA 15501

Attention: Josh Kalp

Re: Evitt's Creek
C.O. #6

Dear Sir:

As per your request our cost to add (8) expansion loops is $1,454.87 (ONE THOUSAND FOUR HUNDRED FIFTY-FOUR DOLLARS AND EIGHTY-SEVEN CENTS). Breakdown is as follows:

✓ McMaster Carr	$ 56.98
✓ McMaster Carr	$ 36.63
✓ Harrington Plastics	$ 271.49
✓ Labor (18 hrs. @ $50/hr.)	$ 900.00
Subtotal	**$1,265.10**
15% OH&P	**$ 189.77**
TOTAL	**$1,454.87**

Please contact our office if you have any questions regarding this quote.

If this quote is acceptable, please issue a change order.

Sincerely,
Hickes Associates Inc.

Jack D. Isett, Vice President

JDI:clr

Invoice Number	Invoice Date	Terms
030A5875	01/26/16	NET 30
		F.O.B. SHIPPING POINT

Order Number	Customer PO Number
03091056	EVITT'S C.O

Order Date	Ship Date	Ship Via
01/22/16	01/22/16	UPS GROUND

HARRINGTON
Industrial Plastics

PLEASE REMIT TO:
*** NEW REMIT TO ADDRESS ***
Harrington Industrial Plastics LLC
PO Box 638250
Cincinnati, OH 45263-8250
TEL 800-326-2029
FAX 410-379-8310

000087**0003**0003**AUTO**MIXED AADC 926

INVOICE

Bill to:
HICKES ASSOCIATES INCORPORATED
8253 OLD ROUTE 22
ALEXANDRIA PA 16611-2311

Ship to:
HICKES ASSOCIATES INCORPORATED
8253 OLD ROUTE 22
ALEXANDRIA, PA 16611

Customer No.	Territory	Freight Terms	Page #	Job No.
017145	304	CHRG INBOUND & OUTBOUND	1	

Product No./Description	WHSE	Order Quantity	Ship Quantity	Balance Due	List Price	Disc	Unit Price	Amount
8470-2750 1-1/2"IDx1-7/8"ODx3/16"W TUBING CLR PVC BRAIDFLEX 70N	022	50	50	0			3.65	182.50

A-15-110
Need P.O.

17757
2/15/16

WARRANTY DISCLAIMER. Harrington Industrial Plastics LLC (Harrington) makes no express or implied warranties, including those of merchantability or fitness for a particular purpose, with regard to goods and products not manufactured by Harrington. With regard to products manufactured by Harrington, Harrington warrants only that such products will be free of defects in material and workmanship for a period of one year from shipment date. Harrington makes no other express or implied warranties with respect to such goods. Any description of goods on the face of this document is for the sole purpose of identifying them and does not constitute a warranty of any kind.
ENTIRE AGREEMENT: The terms and conditions set forth in this invoice constitute the entire agreement between purchaser and Harrington and supersede any prior or contemporaneous representations or agreements, written or oral. No additional oral or written terms, including any attempts by purchaser to alter modify this invoice or any other document relating to this sale, shall become a part of this agreement without the express written consent of Harrington.

Subtotal	182.50
Tax	0.00
Freight & Handling	88.99
Total Due	271.49

McMASTER-CARR®

330-995-5500
330-995-9600 (fax)
cle.sales@mcmaster.com

Invoice

Purchase Order	EVITT'S C.O.
Total	$56.98
Invoice	48580139
Invoice Date	1/27/16
Payment Terms	2% 10, Net 30

Deduct $1.00 on merchandise if paid by 2/6/16

Billed to
HICKES ASSOCIATES INC
8253 OLD RTE 22
ALEXANDRIA PA 16611

Shipped to
Attention: Metz
Hickes Associates Inc
8253 Old Rte 22
Alexandria PA 16611

1770b
2/5/16

Mail Payment to
McMaster-Carr
PO Box 7690
Chicago IL 60680-7690

Your Account 46436901

Cindy placed this order.

Line		Product	Ordered	Shipped	Balance	Price	Total
1	48315K85	Barbed Dark Gray PVC Pipe Fitting, 1-1/2 Pipe Size, 1.650" OD, Coupling	6 Each	6	0	2.21 Each	13.26
2	5388K22	Worm-Drive Hose Clamp with Zinc Plated Steel Screw, 11/16" to 1-1/4" Clamp Diameter Range, 5/16" Band Width, Packs of 10	5 Packs	5	0	7.37 Per Pack	36.85

Merchandise	50.11
Shipping	6.87
Total	$56.98

Packing List	Shipped	Weight	Carrier	Tracking
6233321-01	1/27/16	3 lb	UPS Ground	1Z1800200328669340

-.110 for Broken Pipe

McMASTER-CARR®

330-995-5500
330-995-9600 (fax)
cle.sales@mcmaster.com

Invoice

Purchase Order	EVITT'S C.O.
Total	$36.63
Invoice	47670084
Invoice Date	1/19/16
Payment Terms	2% 10, Net 30

Deduct $0.60 on merchandise if paid by 1/29/16.

Billed to
HICKES ASSOCIATES INC
8253 OLD RTE 22
ALEXANDRIA PA 16611

Shipped to
Attention: Metz
Hickes Associates Inc
8253 Old Rte 22
Alexandria PA 16611

Mail Payment to
McMaster-Carr
PO Box 7690
Chicago IL 60680-7690

Your Account 46436901

Cindy placed this order.

Line		Product	Ordered	Shipped	Balance	Price	Total
1	5416K21	Worm-Drive Hose & Tube Clamp with 410SS Screw, 1-13/16" to 2-3/4" Clamp Diameter Range, 1/2" Band Width, Packs of 10	2 Packs	2	0	10.46 Per Pack	20.92
2	48315K85	Barbed Dark Gray PVC Pipe Fitting, 1-1/2 Pipe Size, 1.650" OD, Coupling	4 Each	4	0	2.21 Each	8.84

Merchandise	29.76
Shipping	6.87
Total	$36.63

Packing List	Shipped	Weight	Carrier	Tracking
5838946-01	1/19/16	3 lb	UPS Ground	1Z1800200328180448

NP

Item # 21

Josh Kalp

From: Hickes Associates <hickes1@comcast.net>
Sent: Wednesday, January 20, 2016 9:16 AM
To: Josh Kalp
Subject: RE: Evitt's Creek

Cindy/Jack

From: Josh Kalp [mailto:jkalp@eadsgroup.com]
Sent: Wednesday, January 20, 2016 9:02 AM
To: Hickes Associates
Cc: kdouglas@eadsgroup.com
Subject: RE: Evitt's Creek

Cindy,

We need a calculation to come up with the retainage amount. I am proposing the following. There are three items included on the punch list which have not been completed yet which includes concrete testing reports, soils compaction testing reports, and as-built drawings. Although the as-built drawings have been submitted, they have not yet been approved, I am waiting for the current fitting situation to be resolved until reviewing and subsequently approving the as-builts. I would be acceptable to a retainage of $6,000, calculated as follows:

1. Concrete Testing Reports - $1,000 x 1.5 = $1,500 (This would cover around 3 test, which seems about right)
2. Soils Testing Reports - $1,000 x 1.5 = $1,500 (None needed, because all fill under roadways were done with 2b stone) ($0.00)
3. As-Built Drawings - $2,000 x 1.5 = $3,000(Fitting situation is beyond the contract so we don't agree on this) ($0.00)

I don't have a real feel for what concrete and soils testing would actually cost, so I estimated. If you feel these figures are high, please provide me with actual quotations. Please let me know if this is acceptable. If so, please revise the application for payment and e-mail me another draft. I will then forward it to the City for their review.

Thanks,

Joshua G. Kalp, P.E.

The EADS Group, Inc.
Office Phone: 814-445-6551 x-157
Fax: 814-443-2748

From: Hickes Associates [mailto:hickes1@comcast.net]
Sent: Wednesday, January 20, 2016 8:31 AM
To: Josh Kalp
Subject: Evitt's Creek

Item # 21

Regular Council Agenda
March 15, 2016

Description

Order authorizing the execution of a Collective Bargaining Agreement with AFSCME Local #553, effective March 1, 2016 through February 28, 2021, and automatically renewable year-to-year unless either party provides proper written notice of the desire to do otherwise

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** March 15, 2016

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

THAT, the Mayor and City Council be and are hereby authorized to execute a Collective Bargaining Agreement by and between the Mayor and City Council of Cumberland and the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Local #553, to be effective March 1, 2016 through February 28, 2021; and

BE IT FURTHER ORDERED, that this agreement shall be automatically renewed from year-to-year thereafter unless either party shall give the other party written notice of the desire to terminate, modify, or amend the Agreement in the manner provided for in said Agreement.

_____

Mayor Brian K. Grim

AFSCME
LOCAL 553

COLLECTIVE BARGAINING AGREEMENT WITH

THE
MAYOR AND CITY COUNCIL
CUMBERLAND

March 1, 2016 through February 28, 2021

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P R E A M B L E

THIS AGREEMENT, MADE AND EXECUTED IN DUPLICATE, THIS 15th day of March, 2016, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND,** a municipal corporation of the State of Maryland, hereinafter known as "Employer," and the **AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL #553,** hereinafter referred to as "Union".

W I T N E S S:

WHEREAS, by Ordinance #2851 of the Mayor and City Council of Cumberland, dated July 17, 1979, the American Federation of State, County and Municipal Employees, AFL-CIO, Local #553, was designated as the exclusive collective bargaining agent for certain employees in the general trades and labor and clerical/technical classifications of the City of Cumberland; and

WHEREAS, the parties hereto have come to an agreement regarding wages, hours, working conditions and other conditions of employment.

NOW, THEREFORE, THIS AGREEMENT WITNESS:

That, in consideration of the premises and stipulations hereinafter set forth, the parties hereto covenant and agree as follows:

ARTICLE I
PURPOSE

SECTION 1: It is the purpose of this Agreement to promote harmonious relations, cooperation, and understanding between the City of Cumberland and the employees covered hereby, to strive for good collective bargaining procedures, and to establish the best standards of wages, hours, working conditions and other conditions of employment possible.

SECTION 2: Items not expressly contained in this Agreement will remain the prerogative of the Employer. All terms of this Agreement will be subject to applicable provisions of the Charter and Code of the City of Cumberland and all amendments thereto.

SECTION 3: Wherever in this Agreement masculine gender is used, it shall be deemed to include the feminine gender.

ARTICLE II
IMPASSE

As defined in the Article, an impasse occurs after both parties have considered the proposals and counterproposals of the other party in good faith and, despite honest and diligent efforts, cannot reach agreement on the subject being negotiated, or, if no later than two weeks prior to the expiration of the present agreement, either party concludes that a successor agreement is unlikely. The following procedures will be used to resolve impasses in negotiations between the Employer and the Union:

(a) If the Employer or the Union concludes that an impasse has been reached on a proposal which has been in negotiating process for no less than three (3) negotiating sessions, or fewer by mutual agreement, either party may refer the impasse by delivering a written statement of its position to the other party together with a written notice of intent to invoke the procedures (Notice) hereinafter set forth.

(b) Upon the issuance of the Notice either party may notify the Federal Mediation and Conciliation Service (FMCS) of this fact, in writing, and request mediation. Copies of this notification shall be transmitted to the other party.

(c) It shall be the function of the mediator to assist both parties without taking sides. The mediator shall make no public recommendations on the negotiation issues or public statements of finding of fact in connection with the performance of his service, nor any public statements evaluating the relative merits of the positions of the parties. The mediator shall not make public, confidential or other report concerning the issues, except by mutual agreement of the parties, or as required by the FMCS.

(d) Nothing in this Article will preclude either party from presenting, in the interest of reaching agreement, a proposal at any stage in the proceedings. By agreement, the parties may recall any referral at any stage in the proceedings.

(e) If mediation is unsuccessful, FMCS shall appoint a fact finder who shall conduct a hearing and make a written report and recommendation(s) within fifteen (15) days after the request for mediation. A copy of the report shall be sent to the employer and the Union. The entire mediation and fact-finding process will not exceed thirty (30) calendar days.

(f) The Employer and Union agree that the current agreement will continue in effect until both parties have acted upon the report. Any agreement, upon ratification, will be made retroactive to June 30, should that date have been passed.

ARTICLE III
UNION RECOGNITION & UNION SECURITY

SECTION 1:

(a) Employer recognizes Union Local #553, American Federation of State, County and Municipal Employees as the exclusive bargaining agent of the employees covered by this Agreement, which shall include all hourly-paid employees of the City of Cumberland in the General Trades and Labor, Clerical/Technical and Public Utilities classifications for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

(b) Employer agrees to furnish the Union with the titles of positions; rates of pay and job descriptions, when available, of all eligible employees. In addition, Union agrees to provide the Employer with a current copy of its Charter and By-laws, a current Membership Roster, and a current list of officers. All job titles that are represented by the bargaining unit shall be listed in Appendix 1 of this contract.

(c) It is the mutual desire of the Employer and the Union to foster harmonious relations, and, to this end, the Employer agrees that there shall be no lockout and the Union agrees that it will call no strike against the Employer.

(d) The Employer agrees that when a change in job description or a new job description is made that will affect a current member of the bargaining unit, the Employer will provide a draft copy of the proposed changes to the Union for its review and accept comments within 15 (fifteen) days.

SECTION 2: **Deduction of Union Dues.** The Employer agrees to a check-off system of Union dues. The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union.

SECTION 3: **Membership.** All employees covered by this Agreement shall become members of the Union upon completion of their probationary period.

ARTICLE IV
GRIEVANCES & ARBITRATION PROCEDURE

SECTION 1: **Settlement of Employee Grievances**. The Union and the Employer recognize their mutual responsibility for the prompt and orderly disposition of grievances of employees that arise under this agreement. To this end, the Union, the Employees, and the Employer agree that the provisions of this Article shall provide the means of settlement of grievances of employees. However, a grievance shall be considered to exist only when there is

a disagreement involving the interpretation, meaning or application of this Agreement. The purpose of this grievance procedure is a sincere desire by both parties to settle grievances in the shortest time possible and at the lowest level possible as to foster efficiency and employee morale. Any grievance or dispute that may arise shall be settled in the following manner.

SECTION 2: **Employee Representatives.** Employees appointed by the Union as union stewards, Union officers or AFSCME staff representative shall be recognized by the Employer as representatives of employees in the presentation and settlement of their grievances.

SECTION 3: **Procedural Steps**

►**Step 1:** Prior to writing a formal grievance, the Union Steward, or his designated assistant, and the President of the local Union, with the aggrieved employee, shall meet and discuss the grievance or dispute with the employee's immediate supervisor within five (5) working days of the date of the grievance or his knowledge of its occurrence. The immediate supervisor will render a decision, in writing, within three (3) working days of that meeting. If a satisfactory agreement is not reached, the employee may file a written grievance.

►**Step 2:** If the grievance has not been satisfactorily resolved at step one (1), the Union Steward, President of the Local Union, the Union Representative, and/or the aggrieved employee shall file with their next level of supervision within five (5) working days following receipt of the step one (1) response, a written grievance. That supervisor, along with appropriate staff, shall discuss the grievance with the aggrieved parties within five (5) working days of his receipt of the grievance. The supervisor shall respond in writing to the said appeal, within ten (10) working days following the discussion thereof.

►**Step 3:** If the grievance was not been satisfactorily resolved at step two (2), the Union Steward, President of the Local Union, the Union Representative, and the aggrieved employee shall file with the employee's next level of supervision within five (5) working days following receipt of the said response, a written notice of the appeal thereof. That supervisor, along with appropriate staff, shall discuss the grievance with the aggrieved parties within five (5) working days of his receipt of the notice of appeal. That supervisor shall respond in writing to the said appeal, within ten (10) working days following the discussion thereof.

►**Step 4:** If the grievance was not been satisfactorily resolved at step 3 (three), the Union Steward and the President of the Local Union, Union Representative,

and the aggrieved employee shall file with the City Administrator within five (5) working days following receipt of the said response, a written notice of the appeal thereof. The City Administrator, with appropriate supervisory staff, if applicable, shall discuss the grievance with the aggrieved parties within five (5) working days of his receipt of the notice of appeal. The City Administrator shall respond to the said appeal, within ten (10) working days following the discussion thereof.

►**Step 5:** If the grievance is still unresolved after Step four (4), either party may, by written notice to the other, request that the grievance be submitted to arbitration. Such request for arbitration must be made with ten (10) working days of the receipt of the response of the City Administrator, as outlined in Step four (4).

Only grievances involving breach, misinterpretation or improper application of agreement, termination of an employee, and citing specific section and article of contract, shall be eligible for submission to arbitration.

The Federal Mediation and Conciliation Service shall conduct such arbitration and such arbitrator as assigned by the FMCS shall hear the matter. The parties shall be bound by the usual procedure rules of the FMCS and all phases of the arbitration shall be conducted in accordance therewith. The arbitrator shall have the power to subpoena requested witnesses.

The arbitrator shall be requested to issue a decision within thirty (30) days following the conclusion of the hearing. The decision of the arbitrator shall be final and binding upon the parties and shall be enforceable in the Courts of the State of Maryland.

SECTION 3: **"Working days"** as set forth in the grievance steps shall be based on the City Hall working schedule.

SECTION 4: Time limits imposed by this Article may be extended by mutual agreement of the parties, in writing. Any grievance not appealed or answered at any step of the grievance procedure within the number of days specified shall be considered settled in favor of the employee if not answered by the Employer, and settled in favor of the Employer if not appealed by the aggrieved, as specified.

SECTION 5: Costs and expenses assessed by the arbitrator shall be paid in each case by the party who is unsuccessful in the arbitration procedure. Each party shall pay for its own counsel, if any. The arbitrator shall determine which of the parties was the successful party or whether specific proportions of the costs should be paid by each of the parties.

SECTION 6: Nothing herein shall be construed to deny the right of individual employees to present matters to the Employer on their own behalf.

SECTION 7: The Employer shall not discharge or discipline any employee without just cause. The Union shall have the right to take up discharge and discipline of an employee as a grievance procedure at step four (4). The Employer must notify the union of its intent to investigate an employee for any possible disciplinary action or any violation of city work rules; however, notification is not required for investigations concerning possible criminal activity. Any disciplinary action shall commence within five (5) days of the termination of the investigation.

> Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, suspension, demotion, discharge or an agreed upon discipline. Written notification shall be required for suspension, demotion, and discharge. Disciplinary action may be imposed upon an employee only for failing to fulfill adequately his/her responsibilities as an employee or for proper cause. Except for investigations concerning possible criminal activity as provided for in the preceding paragraph, the Union and employee must be notified of initiation of disciplinary action or the start of investigation and what the work rule is that may have been violated within five (5) days of discovery of the cause of such action. An investigation and any disciplinary action shall be completed within 45 calendar days of any violations or any reason to take disciplinary action; this time line may be mutually extended. A meeting will take place with the City Administrator, the Union President, or his designee and the appropriate employee's managers to discuss any pending discipline, but it shall remain that the City has the final decision. Any disciplinary action, other than termination, or measures imposed upon any employee may be processed as a grievance through the regular procedure. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before any other employees or the public.

ARTICLE V

UNION STEWARDS & UNION REPRESENTATION

SECTION 1: The Employer recognizes and shall deal with all of the accredited Union Stewards and the Union President in all matters relating to grievances and interpretation of this

Agreement. There shall be no more than one (1) Union Steward and one (1) Assistant Steward (to act on behalf of the Steward in his absence) for each fifteen (15) employees.

SECTION 2: A written list of the Union Stewards (such lists to outline the area to be represented by Stewards) shall be furnished to the Employer immediately after their designation, but no less frequently than annually, and the Union shall provide the Employer with updated lists promptly upon any changes of such Union Stewards.

SECTION 3: The appropriate Union Steward and the Union President, or in the event he is unavailable, the Union Vice President, shall be granted reasonable time off during working hours to investigate and settle grievances, upon notice in advance to, and with, the approval of their immediate supervisors. Such time off shall be arranged as soon as possible, and in such manner as to cause the least disruption of, or interference with, any operations involved.

SECTION 4: (Weingarten Rights) If an employee feels that a meeting with management may lead to any disciplinary action or if the meeting turns into an investigative interview, the union member shall have the right to have Union representation upon request. Management shall stop any meeting with the employee until Union representation can be arranged. If management continues the meeting, the employee has the right not to answer any questions.

ARTICLE VI
DISCRIMINATION

SECTION 1: The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination to age, sex, marital status, race, color, creed, national origin, political affiliation, disability, sexual orientation or gender identification. The Union and the Employer shall have equal responsibility for applying this provision of the Agreement.

SECTION 2: No employee eligible for membership shall in any manner be discriminated against, coerced, restrained or influenced on account of being a member of Local #553 or of being an officer therein. The Union agrees that no employee eligible for membership who elects not to become a member of the Union shall, in any manner, be discriminated against, coerced, restrained, or influenced.

ARTICLE VII
SENIORITY

SECTION 1:

(a) For all bargaining unit employees other than Clerical/Technical, branch seniority standing shall be granted. As of the date of this Agreement, the branches are (1) Water Distribution, (2) Vehicle Maintenance, (3) Central Services, (4) Street, (5) Wastewater Collection, (6) Technical Services, (7) Water Treatment Plant, (8) Wastewater Treatment Plant and (9) Parks and Recreation. The standing is to be determined on the basis of actual length of continuous service from the latest date of permanent employment with the Employer. Seniority shall begin as of the first day of probationary employment. Seniority shall not be assigned until after the satisfactory completion of the established probationary period, which shall be six (6) months unless extended by written agreement of the employee and the Employer, said extension not to exceed three (3) months.

Before appointment is made complete, a probationary employee may be discharged without the consent of the employee or bargaining unit; provided, however, that each probationary employee shall be reviewed at ninety (90) day intervals for permanent employment.

(b) For all Clerical/Technical bargaining unit members, seniority shall be based on City-wide standing to be determined on the basis of actual length of continuous service from the latest date of permanent employment with the employer. Seniority shall begin as of the first day of probationary employment. Seniority shall not be assigned until after the satisfactory completion of the probationary period, which shall be six (6) months.

(c) Before initial appointment is made complete, a probationary employee may be discharged without the consent of the employee or the bargaining unit; provided, however, that each probationer be reviewed at ninety (90) day intervals for permanent employment.

SECTION 2:

(a) In the case of promotions for all non-Clerical/Technical members, the employee promoted shall serve a "promotion probationary period," not to exceed twenty (20) working days in order for said promotion to become final.

(b) In the case of promotions for all Clerical/Technical members of the bargaining unit, the employee promoted shall serve a "promotion probationary period," not to exceed fifty (50) working days in order for said promotion to become final.

(c) Clerical/Technical employees may within fifty (50) working days of receiving a promotion voluntarily elect to re-claim their old positions. In recognition of such an event, it is agreed and understood that any employee(s) appointed to or promoted to a position vacated by an employee who in turn is promoted as specified above shall not be eligible for having their appointment or promotion considered final until the first promoted employee's promotion is determined final.

SECTION 3:

(a) Employees shall lose their seniority standing upon voluntary resignation from employment. An employee's seniority shall not be terminated because of authorized leave of absence or layoffs.

(b) Employees who voluntarily transfer to another branch shall go to the bottom of that branch's seniority list. In the event of a forced transfer or branch merger, City of Cumberland hire date (seniority) will determine seniority in that branch.

SECTION 4:

(a) In the case of reduction of force or elimination of a position, seniority for non-Clerical/Technical employees shall be governed by branch standing, with fitness and ability being equal, while seniority for Clerical/Technical employees shall be governed by city-wide standing, with fitness and ability being equal. Layoffs shall begin with those employees

having the least seniority, where there is a need to reduce the number of employees, with the following provisions:

(1) Trades and Labor employees shall be provided forty-eight (48) hours' notice of layoff;

(2) Clerical/Technical employees shall be provided twenty-four (24) hours' notice of layoff;

(3) Any employee scheduled for layoff may, within the designated time allotted above, claim any position in a similar or lower job that the employee has the ability to perform with minimal training that is occupied by an employee with less seniority, any original probationary position in his own branch, and, if none is available, then in any branch in the bargaining unit;

(4) Clerical/Technical employees must possess the ability, skills, knowledge, and qualifications as determined by the Employer and detailed in the specified job descriptions; and

(5) Employees shall be recalled according to standing in (a) above, in the inverse order of lay off. The employee shall return to work within seven (7) days of written notice of recall, said notice to be provided by certified mail and regular first class U.S. mail, to the last known filed address or forfeit his seniority rights.

(b) If a senior employee replaces a probationary employee under the provision of Section 4 (a) above, he shall serve a ninety (90) day probationary period in his new branch, during which time he shall be subject to recall to his former branch. If he is not recalled after said ninety (90) day period, then he shall be entered onto the seniority list of his new branch as of the date of his entry into said new branch. If his services are not satisfactory, he shall revert to furlough status without further rights under Section 4(a) in any other branch.

(c) Any employee exercising the replacement rights under Section 4(a) above, shall, if taking a probationary job in the same job classification, receive the same rate of pay as he was receiving in his former classification. If he takes a job in a classification in a lower pay scale, he shall receive the pay rate in that scale nearest to, but not higher than, his rate received in his former classification.

SECTION 5: The following Section 5 shall apply for all members of the bargaining unit other than Clerical/Technical:

(a) A form shall be posted by the Employer for those positions or jobs within the respective branch wherein training shall be deemed available by the Employer.

(b) Employees may voluntarily sign such form within their branch to signify their desire to be used for training and/or temporary assignment to those positions or jobs.

(c) The Employer shall select the most senior qualified employee for training and preparation for a period not to exceed six (6) months of time, unless adequate reasons exist to extend that period. Any extensions will first be discussed with the Union President or representative.

(d) When a vacancy occurs, the most senior qualified employee would have the option to make a lateral movement within the same job classification if the employee meets the qualifications. This lateral movement applies to permanent positions and is not intended for daily bumping.

(e) **Employees hired prior to July 1, 1996:** Employees serving in an acting capacity or an employee receiving a permanent promotion to a higher grade shall be placed in the same step in the higher grade as currently occupied by a Local 553 member.

Employees hired after July 1, 1996: An employee serving in an acting position or an employee receiving a promotion to a higher grade shall be placed in the same step of the higher grade.

(f) Temporary assignment shall be for a period of no longer than ninety (90) work days unless mutually agreed to by the parties.

(g) Any position that requires more than ninety (90) workdays of temporary assignment shall be considered an open position and be posted, except in those instances where positions are open because of employees being on approved leave.

SECTION 6: The following Section 6 shall apply for all Clerical/Technical members of the bargaining unit:

(a) The employer may make temporary assignments of employees to positions or jobs within the bargaining unit other than those they normally fill or perform in order to meet the requirements of the operation of the branch.

(b) All employees who have been temporarily assigned by their supervisor or, in his absence, by the senior ranking person at the job site, to work in a higher classification, shall receive one step in pay higher than is being currently received, or the minimum rate for the higher classification, whichever is greater.

SECTION 7:

(a) Notice of intent to fill all vacancies for positions in the bargaining unit not subject to reclassification or branch reorganization shall be posted on all employee bulletin boards within ten (10) days following the actual occurrence of the vacancy. Employees shall be given ten (10) working days' time in which to make application to fill the vacancy or to fill a new position being created.

(b) Assessment books will be maintained for Local 553 employees other than clerical/technical employees.

(c) An award shall be made to a non-Clerical/Technical member of the bargaining unit within ten (10) days following the deadline for application. An award shall be made within ten (10) days following the deadline for application to the applicant of the Clerical/Technical bargaining unit who has the necessary abilities, qualifications, and the greatest seniority. In the event there is a disagreement on any such award, an appeal may be made through the grievance procedure.

(d) The availability of Employer-supplemented training courses will be brought to the attention of the Clerical/Technical members of the bargaining unit and those members will be eligible to participate in said training. Length of service will be given consideration but will not be the sole determination in selecting candidates, the schedule of courses, etc.

(e) Newly created positions or vacancies are to be posted to include the type of work, place of work, rate of pay, hours of work and job title.

(f) If a position is vacated and not filled, then to the extent reasonably practicable, good faith efforts shall be made to divide the job tasks between multiple employees in the same branch.

SECTION 8: The agreed-to seniority lists shall be brought up-to-date on July 1st and January 1st of each year and posted on the employees' bulletin boards. Such lists shall contain

dates of hire, classification, and branch. Copies of the seniority lists shall be sent by mail to the Secretary and President of the Union.

SECTION 9: The Employer shall notify the local Union Secretary in writing of all new hires, terminations, lay-offs, and recalls at the end of each calendar month.

ARTICLE VIII
HOLIDAYS WITH PAY

SECTION 1: The following days shall be legal holidays:

- New Year's Day
- Martin Luther King's Birthday (Third Monday in January)
- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day (July 4th)
- Labor Day
- Columbus Day
- General Election Day
- Veteran's Day
- Thanksgiving Day and the following day
- Christmas Day
- Employee's Birthday

All shall be celebrated on such day as is legally designated therefor, except that an employee may take his birthday on any day within the week in which it falls, if work schedule permits. In addition to those holidays above, when Independence Day (July 4th), Christmas Day or New Year's Day fall on Tuesday, the preceding Monday shall be granted as a holiday; when Independence Day (July 4th), Christmas Day or New Year's Day fall on Thursday, Friday shall be granted as a holiday.

SECTION 2: Holidays falling on Saturday shall be observed on the preceding Friday, and holidays falling on Sunday shall be observed on the following Monday.

SECTION 3: For employees in a continuous work schedule, other than employees of the Wastewater Treatment Plant, Filtration Plant, and Water Servicemen, all holidays shall be granted as vacation days and taken in accordance with the usual branch procedure. Employees in a continuous operation at the Wastewater Treatment Plant, the Filtration Plant, and Water Servicemen, who are required to work on the day on which a holiday is observed, shall be paid time and one half (1/1/2) the regular rate for all hours worked in addition to holiday pay.

SECTION 4: Employees required to work on the day on which a holiday is observed shall be paid time and one half (1 ½) the regular rate for all hours worked in addition to holiday pay, except those included under Section 3 of this Article.

SECTION 5: Should a holiday fall during an employee's vacation period, he shall receive an extra vacation day.

SECTION 6: All members of the bargaining unit shall enjoy equal opportunity to participate in any holiday benefit at least equal to those presently realized, as negotiated or given to other bargaining units of the City. The members of the bargaining unit will not suffer a reduction in holiday benefits in the event that reduction takes place in another bargaining unit. This Section shall be of no further force and effect effective March 1, 2019.

ARTICLE IX
VACATIONS

SECTION 1: It shall be the policy of the Employer that vacations are necessary to the health and wellbeing of all its employees and that time off shall be taken by every employee, except in unavoidable emergencies.

(a) **Hired prior to July 1, 1996.** Members of the bargaining unit hired prior to July 1, 1996 shall earn and ultimately be entitled to receive thirty (30) working days of vacation with pay based on the following schedule:

- Vacation shall be adjusted to July 1 next following employment in probationary status at the rate of 5/12 day for each month, or portion thereof, worked in the current fiscal year. Said vacation shall be taken during the next fiscal year.
- When an employee is hired in the period January 1 to June 30, he shall earn five (5) days of vacation during the first fully completed fiscal year. When an employee is hired in the period July 1 to December 31, he shall begin earning vacation at the rate of ten (10) days during the first fully completed fiscal year.

■ Second Fiscal Year……	10 days
■ Third through Fourth Fiscal Year…….	15 days
■ Fifth through Ninth Fiscal Year……	20 days
■ Tenth through Twenty-fourth Fiscal Year…	25 days
■ Twenty-five years and above……	30 days

(b) **Hired after July 1, 1996.** Retroactive to the first day of probationary employment, members of the bargaining unit hired after July 1, 1996 shall earn and ultimately be entitled to receive twenty-five (25) working days of vacation, with pay, based on the following schedule:

- Vacation shall be adjusted to July 1 next following employment in probationary status at the rate of 5/12 day for each month or portion thereof worked in the current fiscal year. Said vacation shall be taken during the next fiscal year.
- Employees hired in the period from January 1 to June 30shall earn five (5) days of vacation during the first fully completed fiscal year. Employees hired in the period from July 1 to December 31shall earn vacation at the rate of ten (10) days during the first fully completed fiscal year.

■ Second Fiscal Year…….	10 days

- Third through Fourth Fiscal Year…… 15 days
- Fifth through Ninth Fiscal Year 20 days
- Tenth Fiscal Year and above…….. 25 days

SECTION 2:

(a) Pay for all vacations will be based on the rate of pay for the employee at the time of vacation. A ten (10) day notice to the supervisor (*except in an unanticipated emergency),* is required for five (5) or more consecutive working days vacation, and in accordance with annual vacation scheduling per branch procedures For less than five (5) consecutive working days' vacation, a twenty-four (24) hour notice is required (*except in an unanticipated emergency*). An employee may use more than a full week's vacation as follows:

(1) In any fiscal year, up to ten (10) days may be used in increments of one-day-at-a-time, or any combination thereof, provided five (5) of the ten (10) days may be utilized in two (2) increments of four (4) hours each.

(b) For Clerical/Technical members of the bargaining unit, the following shall apply:

(1) Upon prior notice to the Supervisor (*except in an unanticipated emergency)* and in accordance with annually established branch procedures, a Clerical/Technical employee may use vacation by taking increments of no less than one (1) hour at a time.

(2) Vacation notice requirements shall be arranged by each branch for employees in said branch covered under this Agreement, and such notice requirement shall be propagated within fifteen (15) days of the start of the fiscal year. Approval of requested vacation shall not be unreasonably withheld.

SECTION 3: Vacation preference shall be determined on the basis of branch seniority.

SECTION 4: Any reservation costs incurred by employees through rescheduling their vacations by the Employer will be reimbursed, provided the costs are substantiated.

SECTION 5: Any employee required to return to work while on vacation shall be compensated for time actually worked at time and one half (1 ½) the regular rate, and all days worked shall be rescheduled as designated in Section 2.

SECTION 6: Employees leaving the service shall be reimbursed for all accrued vacation to which they were entitled during the current year in accordance with the schedule (*See Fringe Benefits Booklet).*

SECTION 7:

(a) Clerical/Technical members of the bargaining unit may carry up to five (5) working days of vacation time into the next fiscal year.

(b) Clerical/Technical members of the bargaining unit do not receive parity with regard to vacation schedules.

SECTION 8: When employees who are regularly scheduled to work the "3-11" or "11-7" shift are on vacation, their rate concerning shift differential will not be reduced while on vacation.

ARTICLE X
SICK LEAVE

SECTION 1: Sick leave shall be earned at the rate of one and one-quarter (1 ¼) days per month for each month of employment and cumulative in an unlimited amount.

SECTION 2:

(a) Sick leave shall be granted to an employee when incapacitated by sickness or for medical examination or treatment.

(b) Clerical/Technical members of the bargaining unit, if necessary, shall be eligible to use up to two (2) hours for a physician, dental and/or optical appointment, which time shall not be charged to sick or other leave. Verification of the appointments and

attendance there (*should include the time required)* shall be supplied by the employees to their supervisors.

SECTION 3:

(a) Members of the bargaining unit will be required to produce a doctor's certificate when off work for more than two (2) days in order to be paid for use of sick leave. Management may require that the employee produce a doctor's certificate for less than two (2) days if it appears that the employee is abusing sick leave.

(b) Should any employee of the bargaining unit be absent four (4) times or more during any fiscal year, a doctor's certificate will be required for the fifth absence and each absence thereafter; except that an employee producing a doctor's certificate for a bona fide medical appointment shall not have such use of sick leave accounted against the aforementioned four absences. Employees must inform their supervisors of the length of time they will be off work – "if known." The doctor's certificate will state the employee's fitness for duty.

(c)

1. Until June 30, 2016, the membership will have the ability to sell-back three (3) days of pay from their sick leave if no time is used in a rolling twelve-month period. If any sick leave is used, then the three-day sell-back will not occur until the employee has completed twelve months without use of sick leave. The Non-Clerical/Technical employees will be allowed up to two (2) hours for medical appointments that are charged to sick leave that will not affect the sell-back.
2. Effective July 1, 2016, for each quarter an Employee does not utilize sick leave or workers' compensation, he/she shall be entitled to one day's pay as a bonus. Employees who do not utilize sick leave or workers' compensation during the course of a fiscal year shall be entitled to an additional day's pay as a bonus. Bonuses under this section shall be paid within 45 days after the bonus period.

(d) The Non-Clerical/Technical employees will be allowed up to two (2) hours for medical appointments that are charged to sick leave that will not affect the bonus.

(e) Employees may not claim sick leave while on scheduled vacation leave.

SECTION 4: In the case of an extended sickness where an employee has exhausted accumulated sick leave, all unused vacation time must be taken. At the end of this time, if the employee is still away from the job because of sickness, a request for leave of absence due to illness shall be made and may be granted by the City Administrator for a period not to exceed one (1) year.

SECTION 5: A list of the applicable branch's employees shall be posted annually, designating the employee's names and accumulated sick leave.

SECTION 6: In addition, employees shall be entitled to receive payment of up to, but not to exceed, 86 days of unused sick leave accumulated to their credit at the time of retirement from City employment with four (4) months prior notice of retirement date. Everyone else will be pro-rated. Exceptions may be granted on a case-by-case basis by the City Administrator.

ARTICLE XI
OTHER LEAVE

SECTION 1: Beginning with the first day of permanent employment, an employee shall be entitled to leave, with pay, because of death in the family. There shall be no accumulation of such leave.

- Five (5) working days shall be granted in the death of spouse, child, stepchild, stepparent, grandchild, and parent of the employee.
- Three (3) working days shall be granted in the death of a brother, sister, mother-in-law, father-in-law, grandparent, half brother or half sister, step brother and step sister.
- One (1) working day for attendance at the funeral shall be granted in the death of a grandparent, brother, or sister of the employee's current legal spouse; this provision shall also apply if the spouse is deceased and the employee has not remarried.

SECTION 2: In addition, an employee shall be entitled to leave in the event of an unexpected emergency arising within the immediate family, as well as emergencies pertaining to stepchildren and grandchildren. Said leave shall not exceed five (5) days in any one (1) fiscal year and, when taken, shall be charged to the employee's sick leave for that fiscal year. For the purpose of this Section, the term "immediate family" is defined as the spouse, son, daughter, mother, or father of the employee.

SECTION 3: There shall be allowed during any given year a period of two (2) days leave, chargeable to sick leave, for the purpose of allowing a member of the bargaining unit to act as a pall bearer for a relative. Said leave may be taken in one-half (1/2) or one (1) day increments, not to exceed one (1) day for any given situation. Use of sick leave in this manner will not count against the sick leave bonus provided for in Article X, Section 3(d).

SECTION 4: Employees who sustain injuries while in the employ of the City of Cumberland shall receive their regular rate during the period of temporary total disability, not to exceed one (1) year. The Employer reserves the right to void this Section in the event that a Wage Continuation Insurance Program is instituted. Further, the Employer shall be responsible to pay employees only the amount necessary to equal 100% of the employee's net and/or take home pay. Pay shall be calculated by taking the employee's base hourly rate times 80 hours, less applicable taxes.

SECTION 5: The Employer recognizes it is the obligation for every citizen to serve as a juror when called upon to do so and, therefore, employees called for jury service or subpoenaed as a witness will be granted leave with full pay.

SECTION 6: Starting July 1, 2016, employees shall have one (1) personal day per fiscal year commencing the fiscal year after their date of hire. Personal days will not carry over from year to year. Employees must give their branch managers no less than twenty-four (24) hours advance notice of the use of personal days.

In addition to the personal days provided for in the first paragraph of this section, employees hired in fiscal year 2015 or earlier shall be deemed to have accrued two (2)

personal days through the end of fiscal year 2016. Employees hired in fiscal year 2016 shall be deemed to have accrued one (1) personal day through the end of fiscal year 2016. The accrued personal days addressed in this paragraph must be used by June 30, 2018 or they will be deemed to have been waived.

ARTICLE XII
MILITARY TRAINING LEAVE

Employees will be provided the same Active Duty for Training Leave as is provided to other City employees pursuant to the Active Duty for Training part of the Military Service Section of the City of Cumberland Employee Handbook (and or the leave that Employer otherwise is required by law to provide for active military training).

ARTICLE XIII
MILITARY SERVICE

Employees will be provided the same active military service leave as is provided to other City employees pursuant to the Active Military Service part of the Military Service Section of the City of Cumberland Employee Handbook (and or the leave that Employer otherwise is required by law to provide for active military service.

ARTICLE XIV
LEAVES OF ABSENCE

SECTION 1: An employee may, upon application in writing, be granted a leave of absence, without pay, and not to exceed one (1) year, for the reason of personal illness, illness in the immediate family, disability, or for the purpose of furthering the employee's education or training.

SECTION 2: Notwithstanding other provisions of this Agreement, any employee elected or appointed as an employee of the Union shall be granted a leave of absence, without pay, for the term of the election or appointment to his office or any extension thereof.

SECTION 3: Leave of absence with pay for up to eight (8) man days per fiscal year shall be granted for members to attend and serve as delegates to conventions and other organization conferences related to t heir Union. In the fiscal year within which the American Federation of State, County and Municipal Employees (AFSCME) holds its international meeting, leave allowable under this Section shall be increased from eight (8) man days to thirteen (13) man days for purposes of attending said international meeting. Also, union officials may request additional days for training seminars.

SECTION 4: Pregnancy leave shall be governed by current federal legislation.

SECTION 5: Seniority shall accumulate during all leaves of absence. In addition to accruing seniority while on leave of absence granted under the provision of this Agreement, employees shall be returned to the position they held in the branch at the time the leave of absence was requested. However, if an employee is returning from an educational leave during which the employee has acquired the qualifications for a higher-rated position in the bargaining unit, the employee may be returned to the higher-rated position under the following conditions:

- the position became or remained open during the employee's leave and it is still open at the time the employee returns from leave; and
- the employee requests assignment to the higher rated position within ten (10) days after returning from an educational leave; and
- the employee has greater seniority than other qualified employees requesting assignment to the position.

ARTICLE XV
HOURS OF WORK

SECTION 1: The regular hours of work each day shall be consecutive.

SECTION 2: The workweek shall consist of five (5) consecutive eight (8) hour days, except for employees in continuous operations.

SECTION 3: Eight (8) consecutive hours of work within the 24-hour period beginning at the time designated by each branch and mutually agreed upon by the Union will constitute a regular work day.

SECTION 4: Eight (8) consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work in a regular work shift, and each work shift shall have a regular starting and quitting time.

SECTION 5: A work schedule showing the employee's shift, work days and hours shall be posted on each branch bulletin board at all times.

SECTION 6: Except for emergency situations, work schedules shall not be changed unless the Union and the Employer discuss the changes.

SECTION 7:

1. The following Section 7-1 shall apply to members of the bargaining unit other than Clerical/Technical:

(a) A morning break of fifteen (15) minutes is formally established. Such breaks shall be taken on the job site, with one person obtaining coffee, etc. During severe weather, breaks may be taken at nearby restaurants/coffee shops.

(b) A lunch period for all employees shall consist of forty (40) minutes between 11:55 a.m. and 12:35 p.m. Lunch shall be taken by the daylight shift. The second and third shifts shall take a forty (40) minute lunch period in accordance with past practice. Lunch may be taken at the job site or the nearby restaurants. During severe weather or emergency

situations, when crews are compelled to go to the warehouse, adequate travel time will be given so that the employee may have a full, forty (40)minute lunch period.

2. Clerical/Technical members of the bargaining unit shall be granted a lunch period of 60 minutes, as scheduled by the departmental supervisor.

3. The following shall apply to all members of the bargaining unit:

(a) An employee required to work more than three (3) hours beyond his regular shift will be given time off for a meal period, not to exceed one half (1/2) hour, without loss of pay. A meal allowance, not to exceed Eight Dollars ($8.00) shall be given to each employee on the next pay check following the period of working overtime.

(b) If an employee is called into work after the end of his shift, he shall be entitled to a meal break after four (4) hours of work and a meal allowance, not to exceed Eight Dollars ($8.00).

(c) An employee called in one (1) hour or more prior to the regular work shift shall be given a meal allowance. However, if an employee is called in three (3) hours or more prior to the regular work shift, he shall be given one half (1/2) hour off for meal period, without loss of pay, in addition to the regularly scheduled meal break. A meal allowance in the amount of Eight Dollars ($8.00) shall be given to such employee for each meal, except that at the time of the second meal, such employee shall be given the option of returning home in lieu of a meal allowance for that meal.

(d) Employees called out to work on a non-work day (*i.e. Saturday, Sunday or holiday)* will be entitled to a one half (1/2) hour meal after completing five (5) hours of work. Employees who are prescheduled eight (8) hours or more in advance shall provide their own lunches.

SECTION 8:

(a) Any employee who is called to work outside of his regular shift shall receive pay at the rate of time and one half (1 ½) his regular hourly rate for such time worked, or a minimum of four (4) hours of straight time pay, whichever is greater. If the called time work assignment and employee's regular shift overlap, the employee shall be paid the call time rate of time and one half (1 ½) until he/she completes two and one half (2 ½) hours of work. The employee shall then be paid for the balance of his/her regular work shift at the regular rate. Nothing herein shall be construed to mean compound of overtime.

(b) Employees who are called to work outside of their regular shifts shall receive pay at the rate of time and one half (1 ½) their regular hourly rates for such time worked, or a minimum of four (4) hours of straight time pay, whichever is greater. In addition to overtime pay at the rate of one and one half (1 ½), employees who are called out (*non-scheduled overtime)* for a period that exceeds two and one half (2 ½) hours will receive, in addition to the one and one half (1 ½) times pay, one half (1/2) hour straight time as "reporting-in" compensation. The employee must report to work within one half (1/2) hour from callout to receive one half (1/2) hour compensation.

ARTICLE XVI
OVERTIME

SECTION 1: Time and one half (1 ½) the employee's hourly rate of pay shall be paid for work under any of the following conditions:

- all work performed in excess of eight (8) hours in any workday;
- all work performed on Saturdays, except where this is a scheduled day of work;
- all work performed before or after any scheduled work shift.

SECTION 2:

(a) Double-time shall be paid for all work on Sunday, except when Sunday is a scheduled day of work.

(b) No employee shall be permitted to work more than sixteen (16) hours in any one (1) calendar day.

(c) Time and one half (1 ½) shall be paid for the sixth (6th) consecutive workday and double-time for the seventh (7th) consecutive workday within a work week, i.e., Sunday – Saturday.

(d) Double-time shall be paid if an employee is required to work more than sixteen (16) straight hours, which is limited to emergency operations.

SECTION 3: Overtime work shall be distributed equally to employees working within the same job classification in the branch. The distribution of overtime shall be equalized over

each six-month period, beginning on the first day of the calendar month following the effective date of this Agreement, or on the first day of any calendar month this Agreement becomes effective. On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification with the least number of overtime hours credit at that time. If this employee does not accept the assignment, the employee with the next fewest number of overtime hours credit shall be offered the assignment. This procedure shall be followed until the required number of employees has been selected for the overtime work. A record of the overtime hours worked by each employee shall be posted monthly on the branch bulletin board.

SECTION 4: Overtime shall be scheduled in a manner that will provide equal opportunity for all eligible non-probationary employees who are qualified to perform the work. Qualified probationary employees shall be asked to work overtime only after all qualified members of the Union have been asked to work. Each branch shall maintain an overtime roster by seniority, in descending order. An employee who declines the offered overtime, shall be considered to have worked the overtime offered. Employees who are not available for overtime due to illness, vacation, or excused absence shall not be considered to have worked the available overtime and shall be given priority until hours of overtime missed have been worked.

Employees who have vacations scheduled for periods of time which include their regular shifts and extra days they are not regularly scheduled to work shall notify their supervisors in writing of the inclusive dates of their vacations or they shall be deemed eligible for overtime during the period of time they are on vacation outside of their regular shifts.

SECTION 5: Overtime work shall be voluntary, except in an unexpected emergency. There shall be no disciplinary action against any employee who declines to work voluntary overtime, except he shall be posted, without pay, for the number of hour's overtime equivalent to that which he would have worked, but refused.

SECTION 6: ***Compensatory Time.***

(a) In lieu of receiving overtime pay, am employee may elect to earn compensatory time at the rate of one and a half (1 ½) hours for every hour of overtime worked or double time for double time hours worked..

(b) An employee can accumulate up to eighty (80) hours of compensatory time.

(c) Such compensatory time shall be scheduled in accordance with normal branch procedures for the scheduling of vacation.

(d) Employees unable to schedule compensatory time off may elect to be paid for all or a portion of their accumulated compensatory time at their straight time rate.

(e) Compensatory time may only be used in hourly increments.

SECTION 7: ***Compensatory Time for Snow and Ice Control Operations.*** In carrying out snow and ice control operations, the Employer recognizes, as specified in Section 2 of this Article, that no employee shall be permitted work more than sixteen (16) hours in any one calendar day; however, in order to carry out its operations and responsibilities in providing service to the citizens of Cumberland, the Employer shall be able to draw upon personnel from other branches only after those employees assigned to the Street branch have worked.

ARTICLE XVII
SAFETY & HEALTH

SECTION 1:

(a) The Employer and the Union shall cooperate in the enforcement of safety. Should an employee feel that his/her work requires him/her to be in an unsafe or unhealthy situation, the applicable branch supervisor shall immediately consider the matter. If the matter is not adjusted satisfactorily, the grievance shall be processed according to the grievance procedure.

(b) The Employer agrees to grant time off to any employee designated as a member of the Safety Committee for the purpose of attending training programs related to safety, subject to the final approval of the supervisor.

(c) Management can modify schedules once a month as necessary to maximize attendance for Safety Meetings.

SECTION 2: No employee shall be required to operate or use any machine, vehicle, pneumatic or electric tool, or other equipment that is known to be unsafe at the time of assignment or which, in the opinion of the immediate supervisor, becomes unsafe during its operation.

ARTICLE XVIII
BULLETIN BOARDS

The Employer agrees to provide reasonable bulletin board space, labeled with the Union's name, on which notices of official Union matters may be posted by the Union.

ARTICLE XIX
HEALTH & WELFARE

SECTION 1: At the beginning of the probationary period, an employee and family shall be eligible for medical and hospital insurance coverage with a portion of the premium paid by the Employer. If this medical and hospital insurance coverage is desired, the employee must make application therefore in the Human Resources Office thirty (30) to sixty (60) days prior to start of employment.

Premium for such coverage will continue to be paid for a period not to exceed six (6) months during leaves of absence without pay, granted for personal illness. All employees with two (2) or more years of continuous service shall receive paid hospital and medical insurance premium coverage for twelve (12) months during leaves of absence without pay, granted for personal illness. The payment of premiums provided for herein is subject to the premium split provisions set forth in the following section of this Agreement.

SECTION 2: All employees are entitled to Medical and Hospital Insurance coverage with premiums paid by the City of Cumberland based on table below. The employee may choose from the following categories: Individual, 2 Party, and Family.

Insurance Premiums

HIGH OPTION	City Percentage	AFSCME Percentage
Individual	85%	15%
2 Party	85%	15%
Family	85%	15%

LOW OPTION	City Percentage	AFSCME Percentage
Individual	97%	3%
2 Party	97%	3%
Family	97%	3%

The same percentage co-pay will be applied to premiums for the term of this agreement.

SECTION 3: The Employer further agrees to provide major medical insurance coverage and to provide life insurance coverage in an amount of not less than Ten Thousand Dollars ($10,000.00) for each employee.

SECTION 4: The City further agrees to provide prescription drug program coverage for the employee, either full time or retired under the age of Medicare eligibility and any family members for whom coverage is elected in accordance with Section 2 of this Article. Employer further agrees to provide any prescription drug program coverage provided to other City employees to Employees on the same terms and conditions as such benefit is provided to other City employees. The Employer shall continue the current prescription drug program benefits amounts or the next lowest/comparable prescription program available from the carrier, if the current program is no longer available from this carrier.

SECTION 5: In conjunction with the Employer's policy to pay that portion of the premium for health and hospitalization insurance premiums for retired employees of Local #553, the following understanding shall prevail:

- Upon the death of retired employees whose premiums were being provided by the Employer and who were providing coverage to their spouses at their expense, those spouses may continue on the Employer's group hospitalization insurance program at their expense until the they reach the age of 65. The intent of this provision is to allow for insurance coverage for the spouse in the event of death of the employee prior to the spouse's eligibility for Medicare coverage. Any subsequent changes in Medicare eligibility dates (*i.e. increase or decrease in the eligibility age)* shall amend the maximum age for the insurance coverage set forth above.

All employees shall enjoy equal opportunity to participate in the health insurance program maintained by the Employer for its employees who are not in the Union on the same terms and conditions as such insurance is made available to those employees who are not in the Union.

SECTION 6: Retired employees who are not Medicare eligible will be provided the opportunity to continue participation in the Medical and Hospital Insurance Coverage paying the same percentage of the premium as an individual member would be paying if retired from the City by October 1, 2003. The additional cost for either a 2-party or family plan will be paid by the retiree. If the employee retires after October 1, 2003, the City shall contribute a monthly total of $225.00 to the individual's premium with the cost difference between the 2-party and family plan being paid by the individual. The $225.00 shall increase by the cost of living percentage provided in Article XXII of this agreement. Those employees who are unable due to either not enough years of service or age by October 1, 2003 but would be able to do so by April 1, 2004 shall be able to participate in the pre-October 1, 2003 co-pay scenario by filing a letter by October 1, 2003 in the Human Resources Office stating their intent to retire on a date certain but no later than April 1, 2004.

SECTION 7: An employee shall be eligible for reimbursement of up to Two Hundred Dollars ($200.00) for eyeglasses. Said payment shall apply to the cost of frames and lenses

only (*not eye examinations)* and shall require presentation of an invoice for reimbursement. It shall occur no more frequently than once per fiscal year, unless existing glasses become broke in a work-related accident, as certified by the employee's supervisor. All other aspects of the existing eyeglass policy of the Employer do apply.

Each member of Local #553 shall be granted a shoe allowance in the amount, not to exceed $150.00, per twelve-month period to be provided by the Employer for the purchase of OSHA ANSI Z41 PT91 safety shoes by the employee. Said shoes shall be in accordance with City Policy and worn by the employee during the performance of his/her job duties.

SECTION 8: In the event any employee of the bargaining unit wishes to participate in Union-sponsored Dental Programs via payroll deductions, the Employer is agreeable to process said payroll deductions provided said deductions (contributions) are not a violation of any law, ordinance, or regulation. The following understanding is specified:

(a) continued capacity of the Employer's payroll system to accommodate the additional deduction.

(b) said deductions, along with Union dues, must be a specific dollar amount as opposed to a percentage of salary.

(c) said amounts, once arranged in the program, shall be changed no more frequently than once per year.

(d) That the Employer assumes no responsibility, liability, or is in any way obligated to the above-mentioned programs other than processing a payroll deduction.

SECTION 9: If formed, the City and AFSCME agree to participate in a "Health Coalition" with other collective bargaining units to study plan design in an effort to reduce the overall cost of health insurance to the City and its participating employees. The City and AFSCME agree to reopen the discussion on health insurance and rates prior to each year of this agreement.

ARTICLE XX
VISITATION

Officers or accredited representatives of the Union shall, upon request by the Union, be admitted to the property of the Employer during working hours, at a mutually agreed upon time, for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in the adjusting of grievances. As a matter of courtesy, each Union representative shall notify the applicable branch supervisor of visitations. The Employer agrees that during working hours, on Employer's premises, and without loss of pay, Union representatives shall be allowed to:

(a) post Union notices;
(b) attend negotiating meetings;
(c) transmit communications authorized by the local Union or its officers to the Employer or his representatives; and
(d) consult with branch supervisors, local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.

ARTICLE XXI
WORKING CONDITIONS

SECTION 1: If any employee is required to wear a uniform, the Employer shall furnish protective clothing, or any type of protective device as a condition of employment such uniforms, protective clothing or protective device, without cost to the employee. The Employer shall pay the cost of maintaining the uniform or protective clothing in proper working condition. The Employer agrees to furnish and maintain rain gear and gloves to all employees when necessary. The Employer agrees to maintain safe and sanitary lock rooms, lavatories and shower facilities. Employees shall take proper care of all City uniforms and equipment. Those employees furnished uniforms or safety clothing shall perform on the job with the issued clothing.

SECTION 2: Any employees who suffer loss or damage to their personal clothing due to conditions directly connected to their work shall report the damage or loss immediately to their supervisor. All claims shall be investigated thoroughly by the supervisor before any claim is approved for payment. Employee shall be reimbursed for such losses or damages if their claims are approved. All other personal items such as watches, rings, etc., shall be exempt from claims for loss or damage.

SECTION 3: Coveralls shall be provided for all members of blacktop crews, tarring crews, mechanics, mechanic helpers, the sweeper crew (*two employees),* and the Sanitary Sewer and Water Distribution employees, if requested by the employee.

ARTICLE XXII
SALARY & WAGE RATES

SECTION 1: Salary rates agreed upon shall be designated by appropriate ordinances.

SECTION 2: The Employer shall pay all employees bi-weekly.

SECTION 3: Effective the date of this Agreement, employees covered by this Agreement shall receive a two-percent (2%) cost of living adjustment, said cost of living adjustment to be applied after the longevity step increases provided for in Section 6(b) of this Article are applied. Effective the one (1) year anniversary of this Agreement, said employees shall receive a two percent (2%) cost of living adjustment. Effective the two (2) year anniversary of this Agreement, said employees shall receive a two percent (2%) cost of living adjustment. The Employer shall not be deemed to have violated any parity provisions in this Agreement by providing cost of living adjustments and/or stipends equaling up to two percent (2%) per year to the employees of any or all of the other bargaining units in the Employer's fiscal years 2017, 2018 and/or 2019.

SECTION 4: Employees who actually work the 3-11 shift shall be paid a shift differential of $0.75 per hour and those who work the 11-7 shift shall be paid a shift differential of $1.05 per hour.

SECTION 5: For those employees who are required to have a C.D.L., the Employer will pay the difference between the cost of C.D.L. renewal and the cost of a regular license renewal.

SECTION 6: **Longevity Steps.** Employees' salaries and wages shall be subject to augmentation as provided for in the longevity table set forth below. No other longevity steps shall be provided. The increases shall commence being paid upon the applicable employment anniversary. For example, an employee entitled to a longevity step increase upon the anniversary of his fifth year of service shall receive that increase upon the commencement of the fifth year of his employment with the City.

# YRS OF SERVICE	5	10	15	20	25
$ INCREASE IN SALARY/WAGES	$625.00	$625.00	$625.00	$625.00	$625.00

SECTION 7: Upon the request of the Union, said request to be made in writing no later than 120 days prior to the end of the third and fourth year of this Agreement as applicable, the parties will hold reopener negotiation sessions to address the issue of wages and economics for the fourth and fifth year of the Agreement. The reopener session for the shall begin no later than ninety (90) days prior to the commencement of the fourth or fifth year, as applicable, and shall conclude no later than fifteen (15) days prior to the commencement of the applicable year.

SECTION 8: **Parity.**

(a) **Parity.** If all of the members of any bargaining unit other than the Union receive a cost of living adjustment or stipend in excess of those provided for in Section 3 of this Article, the members of the Union shall be entitled to no less than the same cost of living adjustment or stipend. For the purpose of this section and Section 3 of this Article only, Employer's non-union employees shall be deemed to be a bargaining unit. Effective February 28, 2019, this Section 8(a) shall be of no further force and effect.

(b) **Dismissal of Parity Pay Lawsuit.** The Union initiated a lawsuit against Employer in the Circuit Court for Allegany County, Maryland in *American Federation of State, County and Municipal Employees Local 553 v. City of Cumberland, Maryland*, Case No. 01-C-15-042289 predicated upon a violation of the parity provisions relative to "wage enhancements" set forth in an alleged agreement dated December 2009 between the Union and the Employer. Upon the execution of this Agreement, the Union shall cause this lawsuit to be dismissed with prejudice. Further, the Union agrees that there have been no breaches of that alleged agreement as of the date of this Agreement and it waives and releases any and all claims, grievances, actions, causes of action, suits at law or in equity, of whatsoever kind or nature, arising out of or in any way related to the aforesaid alleged agreement. Further, the alleged agreement shall be of no further force and effect.

ARTICLE XXIII
TRAVEL ALLOWANCE

An employee shall be reimbursed for the use of their personal automobile at the current rate established by the Internal Revenue Service, upon prior approval by the supervisor.

ARTICLE XXIV
CONTRACTING & SUBCONTRACTING OF PUBLIC WORKS

During the term of this Agreement, the Employer shall not contract out or subcontract any public work presently performed by employees covered by this Agreement that would cause their displacement. The Employer shall give sixty (60) days prior notification to bargaining unit representatives of an actual proposal to retain services of contractors to perform bargaining unit work that would result in displacement of employees covered by this Agreement.

ARTICLE XXV
PARKING

SECTION 1: During normal working hours, the Clerical/Technical employees shall be guaranteed free parking on a City-owned lot .

ARTICLE XXVI
MANAGEMENT & RESPONSIBILITY

SECTION 1: It is recognized that the management of the City of Cumberland, the control of its properties, and the maintenance of order and efficiency is solely a responsibility of the City. Accordingly, the City retains the right, including but not limited thereto, to select and direct the working forces; to hire, suspend or discharge for just cause; assign, promote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work or for other legitimate reasons; to decide the number and location of its facilities, stations, etc.; to determine the work to be performed within the unit, maintenance and repair, the amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and control of equipment and materials; to purchase services of others, contract or otherwise,

except as they may be otherwise specifically limited to this Agreement; and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

SECTION 2: Management will make available such agreed upon training courses as are needed to reasonably ensure that the Employees have the skills to perform their job effectively and efficiently.

ARTICLE XXVII
RETIREMENT & DEFERRED COMPENSATION

The Employer and the Union agree to maintain deferred compensation through the City's current plan. The Employer agrees to pay the contribution allowing the Union members to participate in the Alternative Contributory Pension System (ACPS) effective July 1, 2006 and the Union agrees that each member shall pay the required employee contribution.

ARTICLE XXVIII
TERMINATION, CHANGE OR AMENDMENT

SECTION 1: This Agreement shall become effective on March 1, 2016 and remain in full force and effect until February 28, 2021. It shall be automatically renewed from year-to-year thereafter unless either party shall give the other party written notice of desire to terminate, modify, or amend this Agreement. Such notice shall be given the other party in writing by Certified Mail not less than one hundred twenty (120) days prior to the end of the fiscal year the Contract is in effect.

SECTION 2: It is further understood that this Agreement can only be added to, amended, or modified by a document in writing signed on behalf of the parties hereto by their duly authorized officers and representatives.

ARTICLE XXIX
INVALIDATION

Should any article, section, or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specific in the decision; provided, however, that upon such a decision the parties agree, as soon as practical, to negotiate a substitute for the invalidated article, section, or portion thereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 15th day of March, 2016.

MAYOR AND CITY COUNCIL OF CUMBERLAND

_____
Brian K. Grim
Mayor

_____
Nicole Alt-Meyers
Councilwoman

_____
Seth D. Bernard
Councilman

_____
David Caporale
Councilman

_____
Richard Cioni
Councilman

ATTEST:

_____
Marjorie A. Wooding
City Clerk

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO, LOCAL # 553

_____
Richard Mellott, President

_____
William Bauman, Vice-President

_____
William Patch, Negotiation Team

_____
Carroll Braun, Council #67
Business Representative

ATTEST:

_____
Brian Broadwater, Secretary

Regular Council Agenda
March 15, 2016

Description

Order lifting the provisions of Section 11-113 of the City Code to allow open containers of alcohol in designated areas of the downtown mall for Cumberland Comes Alive! events on Friday evenings in June, July and August, and on Saturday evening, September 17, 2016 for the Roaring 20's Event; notwithstanding that open glass containers shall not be permitted

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** ___March 15, 2016_____

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

THAT the provisions of Section 11-113 of the City Code, entitled "Open Containers of Alcohol," be and are hereby lifted from 5:00 PM until 10:00 PM on the following Fridays in 2016:

June 3, 17, 24;

July 1, 8, 15, 22;

August 5, 12, 19, 26;

and on Saturday, September 17, 2016 for the Roaring 20's Event; and

BE IT FURTHER ORDERED, that these provisions shall be lifted only within the areas designated on the attached map, that being the Downtown Mall (Baltimore Street) between Centre and Liberty Streets with an extended walkway extending to 49 Baltimore Street; and

NOTWITHSTANDING THE FOREGOING, open glass containers shall not be permitted in the area defined above.

_____

Brian K. Grim, Mayor

CUMBERLAND
DOWNTOWN DEVELOPMENT COMMISSION
A Main Street Maryland Community

March 10, 2016

Mayor & Council
City of Cumberland
City Hall, 57 N. Liberty Street
Cumberland, MD 21502

Dear Mayor & Council:

On behalf of the Downtown Development Commission, I would like to respectfully request the following:

- The alcohol open container area be extended on
  - (11) Fridays: June 3, 17, 24 July 1, 8, 15, 22, August 5, 12, 19, 26
  - (1) Saturday: September 17 for Roaring 20s Event
    from 5:00 pm until 10:00 pm in the area represented by blue on the map.

We will require <u>all</u> open containers must be in plastic or aluminum.

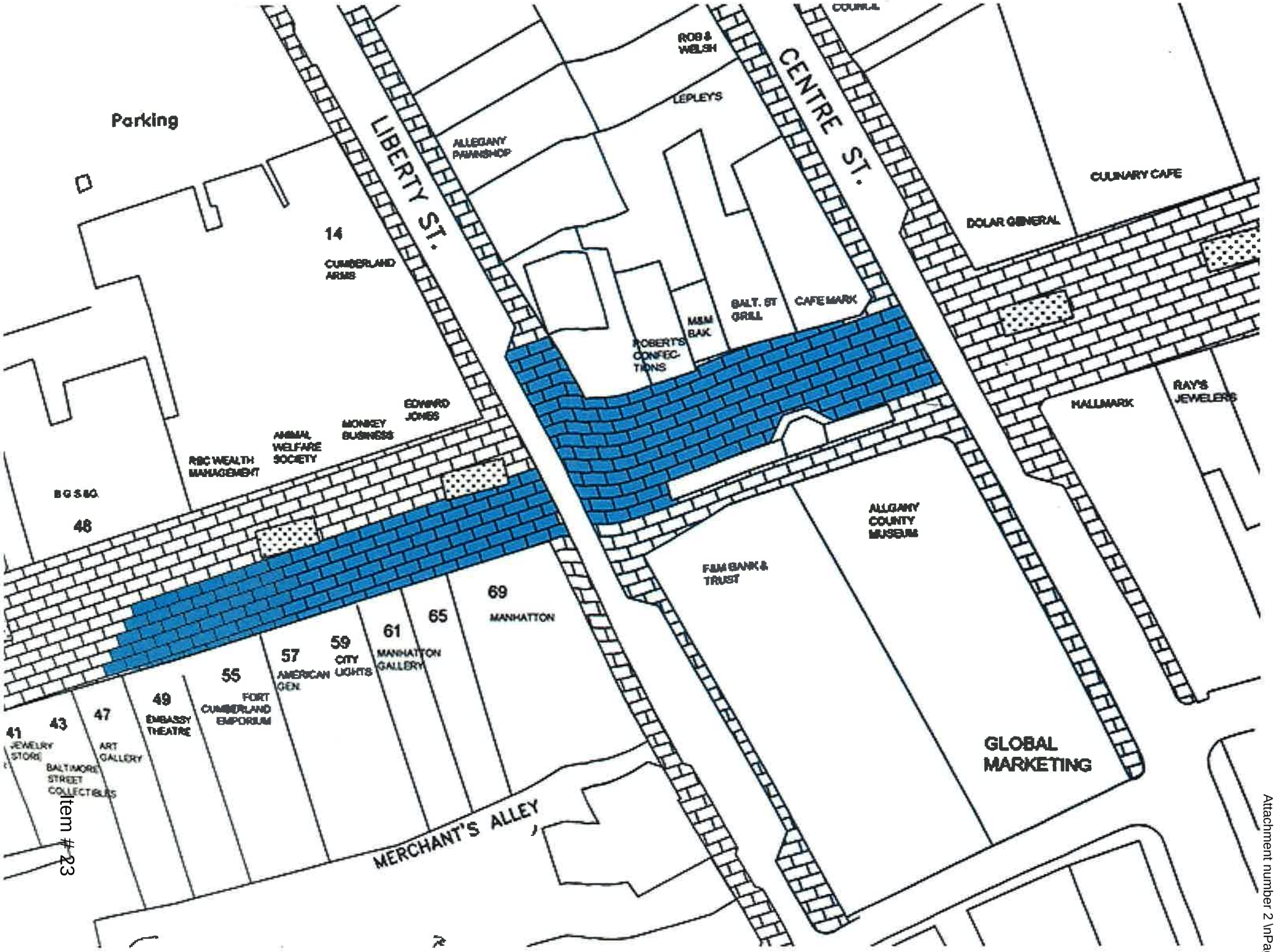
This request is made in cooperation and with guidance from Chief Hinnant and Captain Leake of the Cumberland City Police Department.

The goal of this commission is to create a positive experience in downtown and this request would enhance the entertainment experience.

Respectfully,

Steven Leyh
Downtown Promotions Director

Downtown Development Commission
City Hall - 57 North Liberty Street
Cumberland, Maryland 21502
301-759-6443


Parking
LIBERTY ST.
CENTRE ST.
MERCHANT'S ALLEY
ALLEGANY PAWNSHOP
ROB & WELSH
LEPLEY'S
COUNCIL
CULINARY CAFE
DOLAR GENERAL
14
CUMBERLAND ARMS
BALT. ST GRILL
CAFE MARK
M&M BAK
ROBERT'S CONFEC-TIONS
RAY'S JEWELERS
HALLMARK
EDWARD JONES
MONKEY BUSINESS
ANIMAL WELFARE SOCIETY
RBC WEALTH MANAGEMENT
B G S &O.
48
ALLGANY COUNTY MUSEUM
F&M BANK & TRUST
69
MANHATTON
65
61
MANHATTON GALLERY
59
CITY LIGHTS
57
AMERICAN GEN
55
FORT CUMBERLAND EMPORIUM
49
EMBASSY THEATRE
47
ART GALLERY
43
41
JEWELRY STORE
BALTIMORE STREET COLLECTIBLES
GLOBAL MARKETING

Item # 23

Regular Council Agenda
March 15, 2016

Description

Order approving the use of $19,600 in Neighborhoods Restoration Funding, supported by the Community Legacy Program, for the demolition of 316 Baltimore Avenue, and accepting the bid of Kiddy's Contracting, LLC for the demolition of this property in the estimated amount not to exceed $19,600

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** March 15, 2016

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

THAT, the award of Nineteen Thousand Six Hundred Dollars ($19,600.00) in Neighborhoods Restoration Funding, supported through the Community Legacy Program in partnership with the Cumberland Neighborhood Housing Services, be and is hereby approved to support the demolition of 316 Baltimore Avenue; and

BE IT FURTHER ORDERED, that the bid of Kiddy's Contracting, LLC for the demolition of 316 Baltimore Avenue be and is hereby accepted in an estimated amount not to exceed Nineteen Thousand Six Hundred Dollars ($19,600.00).

_____

Mayor Brian K. Grim

Funding:
Community Legacy 114 199AF 201

DEPARTMENT OF COMMUNITY DEVELOPMENT

TO: MAYOR AND CITY COUNCIL

JEFF RHODES, MARGIE WOODRING

FROM: KATHY MCKENNEY

SUBJECT: NEIGHBORHOOD RESTORATION RECOMMENDATION

DATE: 3/9/16

CC: JAY OLIVER

A total of $85,000 was awarded to the City of Cumberland by the Maryland Department of Housing and Community Development's Community Legacy program to fund the Neighborhoods Restoration program, a program in partnership with Cumberland Neighborhood Housing Services. The program is designed to assist in the acquisition and/or demolition of properties with the overall goal of reducing blight and restoring pride in Cumberland's neighborhoods. Community Development Staff has targeted 316 Baltimore Avenue for demolition. The property at 316 Baltimore Avenue is currently owned by the Mayor and City Council. According to the terms of the Community Legacy funding, the proposed demolition of each structure required the completion of compliance reviews that include reviews by the Maryland Historical Trust and Maryland Codes Office. These reviews are complete.

Community Development staff has obtained estimates for the demolition of this structure from Kiddy's Contracting LLC. This company has been working regularly with the City of Cumberland for blight removal. The company has provided the following "not to exceed" estimate:

- 316 Baltimore Avenue $19,600.00

The Community Legacy fund that should be used for this project is 114 199AF 201. Please let me know if I can answer any questions.