



# Mayor and City Council of Cumberland

*Mayor* Raymond M. Morriss  
*Councilman* Richard J. "Rock" Cioni  
*Councilman* Eugene T. Frazier  
*Councilman* James L. Furstenberg  
*Councilwoman* Laurie P. Marchini

City Administrator Jeffrey F. Silka  
City Solicitor Michael Scott Cohen  
City Clerk Allison K. Layton

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## AGENDA

M&CC Regular Public Meeting  
57 N. Liberty St.

DATE: March 05, 2024

### OPEN SESSION – 6:15 PM

#### Pledge of Allegiance

#### Roll Call

#### Presentations

1. Presentation of Employee Retirement Awards

#### Director's Reports

##### (A) Fire

1. Fire Department Monthly Report for January 2024

##### (B) Utilities - Flood, Water, Sewer

1. Utilities Division Water/Sewer/Flood Monthly Report for February 2024

#### Approval of Minutes

1. Approval of the Work Session Minutes of February 13, 2024, and the Closed, Work, and Regular Session Minutes of February 20, 2024

#### Public Hearings

1. A public hearing regarding the proposed wording changes to Article XIV (Sections 25-396 to 25-407) of the City's Zoning Ordinance (Chapter 25 of the City Code) which sets forth the City's Sign Control Provisions.
2. A public hearing to consider an Ordinance (Number 3973) authorizing the issuance and sale of general obligation debt in an aggregate principal amount not to exceed \$3,350,000 to be issued under the State of Maryland's Local Government Infrastructure Financing Program.

## **Public Comments – FOR AGENDA ITEMS ONLY**

All public comments are limited to 5 minutes per person

### **Unfinished Business**

#### **(A) Ordinances**

1. Ordinance 3972 (*2nd and 3rd readings*) - to repeal Article XIV of Chapter 25 of the City Code and to reenact it with amendments for the purpose of abrogating regulations which are not content neutral and to otherwise amend its terms
2. Ordinance 3973 (*2nd and 3rd readings*) - providing for the issuance and sale of an aggregate principal amount not to exceed \$3,350,000 of general obligation bonds of the Mayor and City Council of Cumberland

### **New Business**

#### **(A) Ordinances**

1. Ordinance 3974 (*1st reading*) - enacting Division 4 of Article V of the Code of the City of Cumberland entitled "Arts Commission" pertaining to the composition, terms of service and the general purpose of the Arts Commission
2. Ordinance 3975 (*1st reading*) - to repeal and reenact with amendments Article V of Chapter 15 of the City Code (Sections 15-80 to 15-90), inclusive, pertaining to parades and special events for the purpose of adding provisions for "small events", amending the definition of special events and making other minor changes

#### **(B) Orders (Consent Agenda)**

1. Order 27,411 - declaring certain City-owned properties to be surplus and authorizing them for sale
2. Order 27,412 - authorizing the execution of a Design Agreement with the United States Army Corps of Engineers outlining terms for the C&O Canal Rewatering Project (City Project 28-19-FPM) allowing the project to be designed and contract documents to be drafted, with City's contribution, after in-kind contributions, will be an amount not to exceed \$210,000
3. Order 27,413 - lifting the provisions of Section 11-113 of the City Code to allow open containers of alcohol within a defined area of the downtown mall for the Hooley Pub Crawl for the period of March 16, 2024 beginning at 12:00 p.m. and ending at 2:00 a.m. on March 17, 2024; notwithstanding, that open glass containers shall not be permitted

## **Public Comments**

All public comments are limited to 5 minutes per person

## **Adjournment**

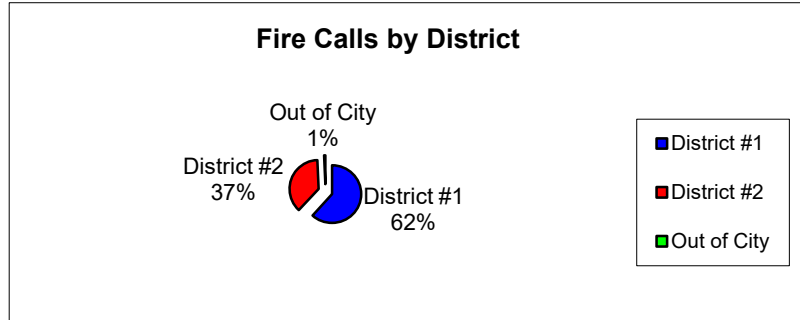
**File Attachments for Item:**

. Fire Department Monthly Report for January 2024

**REPORT OF THE FIRE CHIEF FOR THE MONTH OF JANUARY, 2024**  
**Prepared for the Honorable Mayor and City Council and City Administrator**

**Cumberland Fire Department Responded to 173 Fire Calls:**

Responses by District:	
District #1	107
District #2	65
Out of City	<u>1</u>
	173



Number of Alarms:  
 Regular Alarms Answered 173

Calls Listed Below:

Property Use:	
Public Assembly	7
Educational	3
Institutional	12
Residential	102
Stores and Offices	4
Storage	1
Basic Industry, Utility	7
Special Properties	<u>37</u>
	173

Type of Situation:

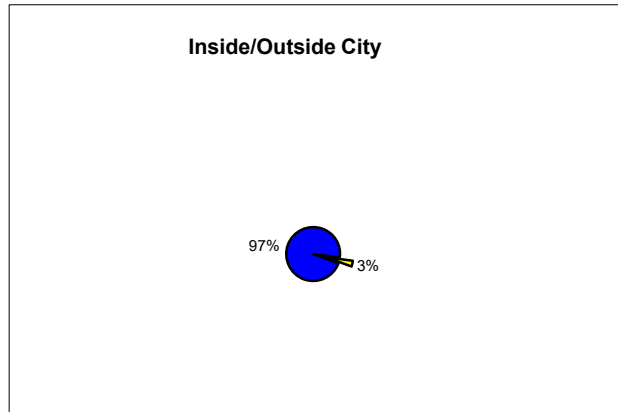
Fire or Explosion	3
Overpressure	2
Rescue Calls	92
Hazardous Conditions	20
Service Calls	17
Good Intent Calls	18
Severe Weather	1
False Calls	<u>20</u>
	173

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in January:	\$3,250.00
Total Fire Service Fees for Fire Calls Billed by MCA Fiscal Year to Date:	\$8,450.00
Fire Service Fees for Fire Calls Paid in January:	\$500.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$610.00
Total Fire Service Fees Paid in Fiscal Year 2024:	\$2,270.00

Fire Service Fees for Inspections and Permits Billed in January:	\$1,550.00
Fire Service Fees for Inspections and Permits Paid in January:	\$650.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$1,450.00

**Cumberland Fire Department Responded to 603 Emergency Medical Calls:**

In City Calls	582
Out of City Calls	<u>21</u>
Total	603



**Cumberland Fire Department Provided 17 Mutual Aid Calls:**

13 Mutual Aid calls within Allegany County	
<u>4 Mutual Aid calls outside of Allegany County</u>	
17	

Bowman's Addition VFD	8
Cresaptown VFD	3
Allegany Co. Emergency Services	<u>2</u>
	13

Ridgeley, WV VFD	3
Fort Ashby, WV VFD	<u>1</u>
	4

**Cumberland Fire Department Provided 4 Paramedic Assist Calls:**

0 Paramedic Assist calls within Allegany County	
<u>4 Paramedic Assist calls outside of Allegany County</u>	
4	

Fort Ashby, WV VFD	1
Ridgeley, WV VFD	2
Wiley Ford, WV VFD	<u>1</u>
	4

Total Ambulance Fees Billed by Medical Claim-Aid in January: \$190,936.66

Ambulance Fees Billed Fiscal Year to Date: \$1,121,124.92

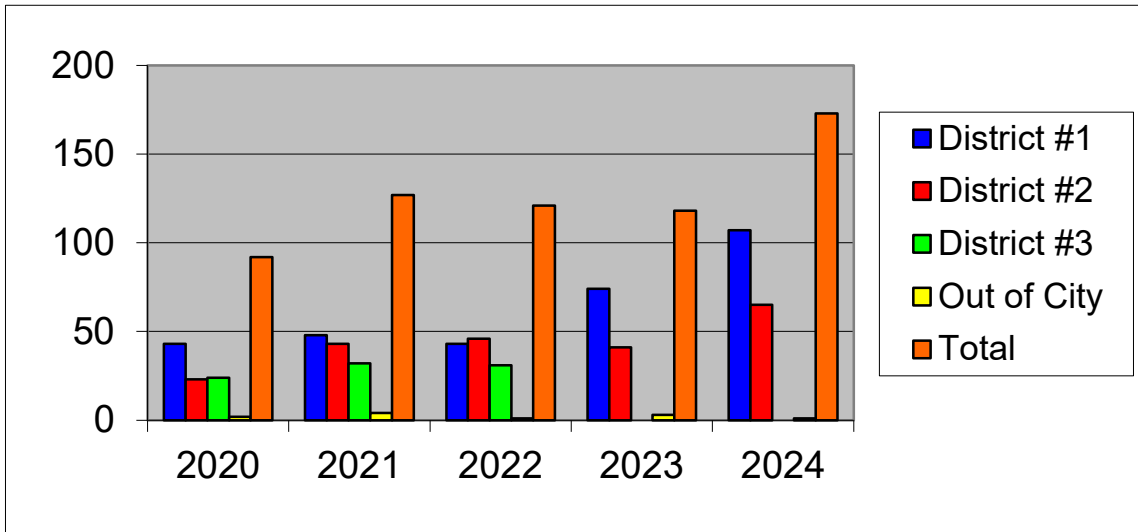
Ambulance Fees Paid: Revenue received in January: \$168,468.32

FY2024 Ambulance Fees Paid in FY2024: \$664,073.13

Total Ambulance Fees Paid in FY2024: \$872,550.89  
(All Ambulance Fees, current and previous fiscal years, paid in FY2024.)

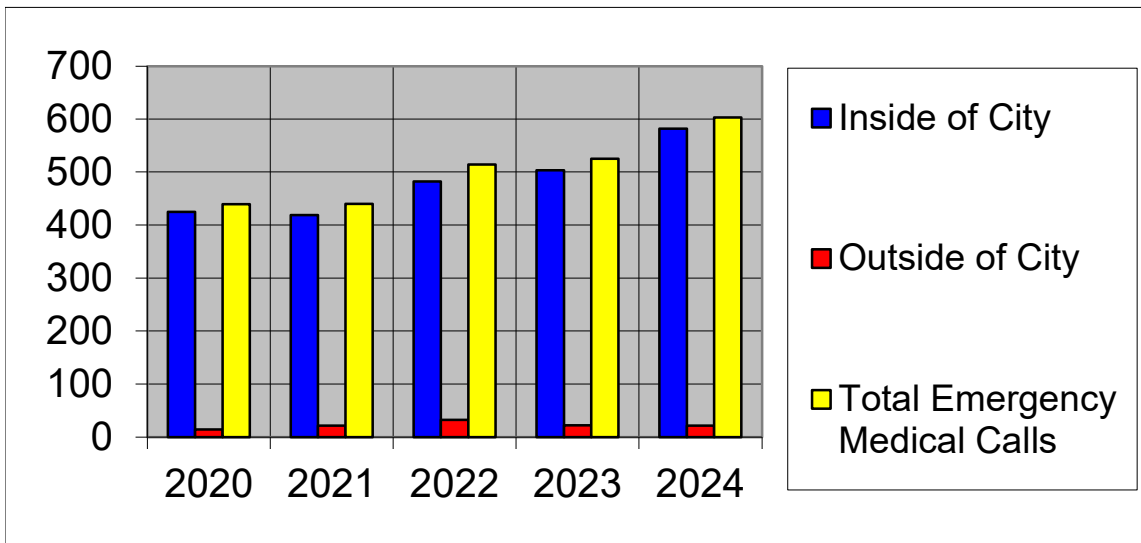
**Fire Calls In the Month of January For Five-Year Period**

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
District #1	43	48	43	74	107
District #2	23	43	46	41	65
District #3	24	32	31	0	0
Out of City	<u>2</u>	<u>4</u>	<u>1</u>	<u>3</u>	<u>1</u>
<b>Total</b>	<b>92</b>	<b>127</b>	<b>121</b>	<b>118</b>	<b>173</b>



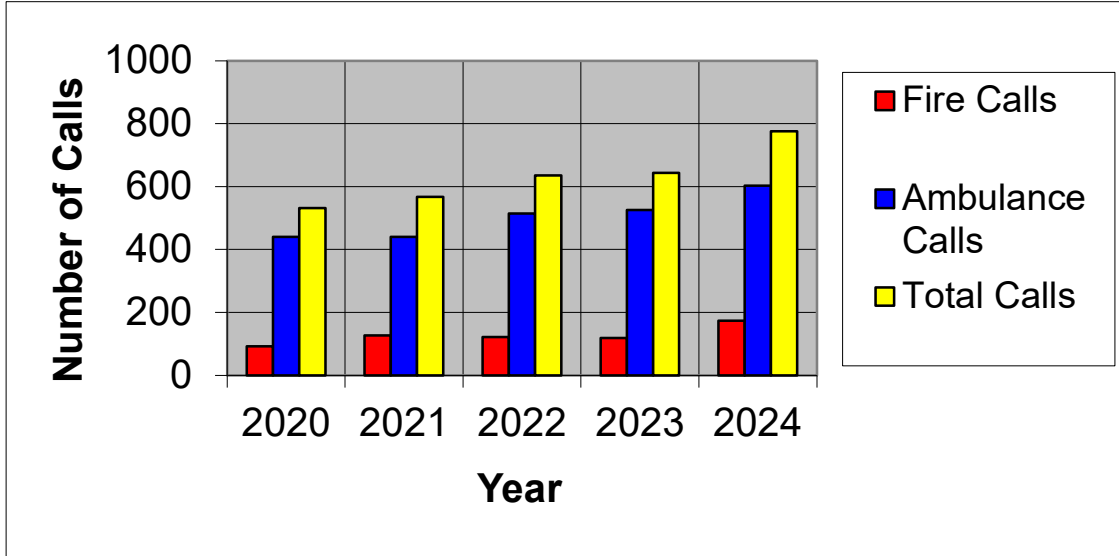
**Ambulance Calls in the Month of January for Five-Year Period**

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Inside of City	425	419	482	503	582
Outside of City	<u>14</u>	<u>21</u>	<u>32</u>	<u>22</u>	<u>21</u>
<b>Total Emergency Medical Calls</b>	<b>439</b>	<b>440</b>	<b>514</b>	<b>525</b>	<b>603</b>



**Fire and Ambulance Calls in the Month of January for Five-Year Period**

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Fire Calls	92	127	121	118	173
Ambulance Calls	440	440	514	525	603
<u>Total Calls</u>	532	567	635	643	776



**Training**

**615.5 man hours**

- FAST/SKED
- Fit Testing
- Swiftwater Rescue
- Fire Inspections
- Hazardous Materials
- Arizona Vortex
- CSX Pre-Plans
- Paramedic
- CERT Team
- Firefighter I

**Fire Prevention Bureau**

Investigations Conducted	2
Inspections Performed	29
Conferences Held	13
Complaints Received	1
Plan Reviews	2
Public Education	4
Correspondence	73
Burning Permits	6

**Personnel**

None

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

**File Attachments for Item:**

. Utilities Division Water/Sewer/Flood Monthly Report for February 2024



**Utilities Division Activity Report for February 24 WATER**

REQUEST	W/E 2/9/24	W/E 2/16/24	W/E 2/23/24	W/E 2/29/24	MONTHLY TOTALS
<b>Service Technicians</b>					
NON READS	21	58	49	60	188
FINAL READS & DEMOS	1	1	3	1	6
LEAK INVESTIGATIONS:turn off-on	15	3	10	11	39
METER/STOP INVESTIGATIONS	8	6	12	9	35
REPAIR WIRING/GET READING		2			2
ORANGE TAG FOR REPAIRS		9	3	1	13
RED/PINK TAG FOR SHUT OFF					0
RECONNECTS/TURN ONS	50	30	32	28	140
NONPMT/BAD CK/AGREEMENT SHUT OFFS	55	36	39	20	150
SUSPENDED ACCTS - RECHECKS		1			1
REPLACE/REPAIR METER/LID/VALVE					0
SVC SEPARATIONS/INVESTIGATIONS					0
INSTALL COUPLERS/PLUGS/LOCKS		1			1
NEW METER - Residential	5	1	1	3	10
METER FIELD TESTS - Residential					0
METER TESTS - Industrial					0
NEW METER - Industrial	1	1			2
HYDRANTS FLUSHED					0
PRESSURE CHECK/NO WATER/DIRTY WATER					0
MOVE METERS OUTSIDE	1	3	3	1	8
SP Change Outs/Repairs/Reactivates/Move	6	22	4	2	34
Replace/Reattach smartpoint antenna					0
INSULATE METER BOXES					0
FREEZE UPS-LEAKS/METERS & LINES					0
CCP - BACKFLOW/RETRO	1	3	3	1	8
HYDRANT/IRRIGATION METER					0
<b>Total</b>					<b>637</b>

<b>Pipe Technicians</b>					
LINE LOCATOR	98	75	104	41	318
TAPS SERVICED	15	10	3	7	35
LEAKS REPAIRED	2			1	3
TIED IN LINES - BALTIMORE ST @ QC DRIVE	12				12
TIED REHAB FIRST LINE BACK IN	4				4
MECHANIC - FLUSHED HYD 5 HRS AFTER FIRE	2				2
PATTERSON - PUMP MANHOLES FOR VALVES	4				4
CENTRE ST - TIED SERVICES TO 8"	8				8
CENTRE ST - DUG UP & PLUGGED 6"	4				4
N. CENTRE - REPLACED VALVE		3			3
KELLY RD - LEAK INVESTIGATION	4				4
DECATUR @ BALT - REPLACED VALVE		5			5
CENTRE ST - INSTALLED NEW BOXES		4			4
ABANDONED SVCS - 317/305/309 BEALL ST		3			3
DEXTER PL -REPLACED HYDRANT			4		4
TOOK HYD TO TRITON DOWNTOWN			1		1
132 MECH ST - TIED INTO 2" SETTER			4		4
DOWNTOWN-TURNED IN NEW 12/16/18" VALVE			4		4
DOWNTOWN - METER READS FOR BILLING			2		2
FLUSHED DEAD ENDS			8		8
26 MARION - REPAIRED VALVE BOX			2		2
330 DORN - REPAIRED VALVE BOX			2		2
INVESTIGATED LEAK - BROWN AVE TANK			4	7	11
FORT HILL BALL FIELD - SHUT OFF/LEAK				2	2
401 S CEDAR - REPLACED HYDRANT			3		3
SPERRY TERR - INVESTIGATED HYD LEAK				4	4
CLEANED WAREHOUSE				4	4
LEAK ON HYD - FAYETTE @ LUTEMAN				4	4
850 SPERRY TERR- REPLACED HYD & VALVE				4	4
COLD PATCHED SPERRY TERR				4	4
DOWNTOWN - MADE 2" TAP FOR TRITON				2	2

**Watershed**

430 Cumberland St - Cut in 5' piece @ 6" main/backfilled/cold mixed  
 Hauled shale from Pea Vine Run Rd to park fill site (several days)  
 Cut & removed downed trees & brush from fire road gate 14-1  
 Picked up trash on Lake Gordon Rd  
 Removed beaver dam  
 Looked at possibility of installing a 4" valve for the filter press  
 Graded dirt at park fill site  
 Cut brush - Davidson St 36" main  
 Picked up new dump in Somerset  
 Cleaned #379  
 Unloaded 16" valve @ pipe yard  
 Leak investigation - 36" main Davidson St (no leak)  
 Removed downed trees on Sierra Ln  
 Leak Investigation - 36" main Sierra Ln (no leak)  
 Leak Investigation - Willowbrook Rd (no leak)  
 Trimmed trees - Upper Eastman Rd  
 14225 Hazen Rd - water sample/not water issue but is a sewer issue  
 Delivered material to crew for flow test @ prison  
 Removed downed tree on Smousesmill Rd  
 Put in drainage ditch at shale pit  
 13508 Sentinel Ln - leak investigation  
 Removed downed trees on Golden Ln 36" main

<b>GRAND TOTAL</b>					<b>1111</b>
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# Sanitary Sewer Department Monthly Report



February 2024

Calls Answered:	12
Service Lines Opened:	6
Owner's Trouble:	5
Traced Lines/ mains	102
Flushed Mains	920'
Mains Repaired/ Replaced	4
Sewer Taps Installed	0
Cleaned Catch Basins	4
Cleanouts Installed	0
Televised Sewer Mains	3200'
Televised Sewer Lines	15 service Lines
Call Outs/ Overtime	6 call out. 21.5 Hrs
Weekly Check of Overflows, pits, etc....	12

Jeffrie Harden  
**Supervisor**

**Water Usage:**

	608	2,500	Gals.
Feb. 2024 *Vac-con In SilverSpring for Repairs	605	700	Gals.

(Vac-con)Patterson Ave. requested by Water Department

(Vac-con) 535 Franks Ln . Requested by Water Department

628 Lincoln St. 5 foot of Lateral Sewer Line repair

49 Somerville Ave Water Dept. Struck sewer main Repairs completed

1822 Bedford St. Loose cover on Utility Hole

738 Fayette Basin Rebuild (Completed)



## **February 2024 Monthly Reort**

### **Flood Maintenance**

Test Run Pumps and Gates

Run Gate Operators

Check Sewage Regulators

Safety Meeting

Run Green St Pump

Clean all Storm Drains

Weekly Check of overflows

Viaduct, BullPin Mill Race

Snow removal

Wash Down CSO flumme

Pre & Post Storm Inspections

Remove Paint prep floors for  
Epoxy Coating (Pump Stations)  
(Incomplete)

**File Attachments for Item:**

1. Approval of the Work Session Minutes of February 13, 2024, and the Closed, Work, and Regular Session Minutes of February 20, 2024



# Mayor and City Council of Cumberland

*Mayor* Raymond M. Morriss  
*Councilman* Richard J. "Rock" Cioni  
*Councilman* Eugene T. Frazier  
*Councilman* James L. Furstenberg  
*Councilwoman* Laurie P. Marchini

City Administrator Jeffrey F. Silka  
City Solicitor Michael S. Cohen  
City Clerk Allison K. Layton

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## Mayor and City Council of Cumberland

### WORK SESSION

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

Tuesday, February 13, 2024; 4:00 pm

**PRESENT:** Mayor Raymond M. Morriss; Council Members: Richard Cioni, Eugene Frazier, James Furstenberg, Laurie Marchini.

**ALSO PRESENT:** Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Matt Miller, Executive Director – CEDC; Stu Czapski, Economic Development Specialist - CEDC

Media: Teresa McMinn, Cumberland Times-News

#### I. DOWNTOWN COMPREHENSIVE PROGRAM

Mr. Stu Czapski began with an update regarding the Downtown Comprehensive Investment Program. He discussed Phase I, the façade portion of the program, which had about \$400,000 to disburse. At this juncture, about half of the funds, \$190,981.93 have been disbursed. Out of 24 total properties, 11 are finished and three properties have received their first draw. The projects are continuing smoothly, however, a few of the properties must wait until the street is finished or further along to use lifts. The remaining \$213,668 of the funds have all been committed, however, there are a few projects that haven't used the total amount of funds which were awarded so those funds will be reappointed closer to the end of Phase I, as needed.

Mr. Czapski continued updating on the status of Phase II, Residential and Upper Story Development, and indicated that seven residential properties in total were awarded, with one that is complete and one that has received their first draw. This is done in two draws unless requested otherwise.

Mr. Czapski continued into an update on Phase III, Business Traction Grant, where there are a total of 12 businesses working through the process. Mr. Czapski mentioned that two of the 12 businesses may not qualify. Mr. Czapski restated the requirements to be eligible, which

were 1) had to have a lease of at least \$800 a month; 2) needed to be a full-time business (not seasonal); and 3) the business was required to create a minimum of 3 full time positions or 6 part time jobs in the City. He stated that it would be evaluated on a case-by-case basis for any combination of full and part time positions, as long as they meet the required 96 hours per week in total.

Councilwoman Laurie Marchini recalled Phase II having two arms to it, business attraction and technical assistance. Mr. Czapski replied that the technical assistance piece of grant was \$20,000. He is working on a \$5,000 grant for technical assistance portion.

Councilwoman Marchini clarifies that there is then \$15K left in the technology assistance part of Phase II, which is good to know for businesses possibly needing help with marketing assistance or website design.

Mr. Matt Miller mentioned that its typical with larger grant programs that a few of the projects won't finish out to the original amount they initially plan for, while Mr. Czapski explained that some projects went over budget, for example, such as windows ending up being more expensive than they originally thought due to historic requirements.

Councilwoman Marchini continued that the Historic Preservation Commission has not denied anyone, and has put in great efforts to work with everyone and Mayor Morriss followed up by mentioning that Historic Preservation is citizen friendly! Mr. Czapski added that one of the first things he does when dealing with people needing historic preservation assistance is to give them Ruth Davis-Rogers' card, and that everyone has been very happy with their dealings with her. Ongoing discussion pointed out that the new interest in our downtown is very exciting, and a few of the businesses downtown have coordinated their grand openings to coincide with the conclusion of the construction downtown.

Councilman Rock Cioni stated he is happy to see that The Allegany Arts Council was able to remain downtown, knowing that was very important to them. They will be located in the building next to Loft 129 when they have to move out of their current location on N. Centre St. Mr. Miller stated that the building wasn't for sale, but that the building's owner worked with them because they wanted to be downtown. He continued that that our interest was in keeping the Allegany Arts Council downtown in the Arts District and had looked at several different options. The Arts Council was leaning towards acquisition rather than a lease and it was a mutually beneficial opportunity to work with community partners like Mr. Larry Jackson (the building's owner).

## **II. DOWNTOWN SURVEILLANCE PROJECT**

Mr. Matt Miller provided an update on the surveillance project, indicating that things are moving right along, and hopefully after tomorrow, Phase I will be complete. Mr. Miller provided some photos of the actual camera locations of the Phase I cameras. They are mounted on buildings at 19 Frederick St., 49 N. Liberty St., 16 N. Liberty St., 9 N. Centre St., 44, 118 and 152 Baltimore St. There are two cameras placed on the Lila Building at 81 Baltimore St. and lastly on 19 S. Liberty St. Additionally, Mr. Miller provided some photos of the footage these cameras would actually be collecting when live. He's very happy with the photo coverage downtown.

Mr. Miller shared photos showing Phase I which indicates all cameras in red that have completed installation and are live and recording.



Mr. Miller shared photos showing Phase II which shares locations in yellow where work is hopeful, pending funding. The camera locations in these photos are numbered in order of priority, which was determined by the Police Department. Mr. Miller is awaiting more quotes and then will be able to assess the budget to determine which can proceed. ARK is working separately with the police department to overhaul their command center and where this footage will feed to. The cameras will be monitored in the Public Safety Building by the Police Department.

Rounding out Phase II, there are only two privately owned buildings in question that Mr. Miller is working on having the cameras installed on. The building owners are more friendly, and seem like they will be easy to work with. Mr. Miller indicated that the other two building locations are publicly owned structures, parking garages and with Council blessing will put cameras up on those structures. Once the pricing quote is received, it will help determine what of Phase II can be accomplished.

Councilman Eugene Frazier questioned if the recordings would start the next day, Mr. Miller replied that they are currently recording, but will not be live until tomorrow.

Mr. Miller indicated that Police Chief Chuck Ternent has been in contact with him about his excitement regarding the new surveillance cameras.

### **III. GENERAL CEDC UPDATES**

Mr. Miller gave an update on the Messick Road project reminding everyone that about two years ago, they jointly purchased a piece of property to develop as opportunity presented itself. They've been working closely with Century Engineering to finalize a conceptual plan. He continued that the next step was to clear timber off the land and was referred to Shannon Farrell, who is the Forestry Consultant the City utilizes. He's been working with Mr. Farrell closely and was provided an appraisal of the timber on the site. The appraisal came back at about \$24,000, which wasn't much and given that the interest was in clearing the land, they proposed a trade of services by having the contractor come in and clear the land in exchange for the timber.

It was put out to bid and yielded one response from Western MD Lumber who was willing to do it. As of last CEDC Board of Director's meeting on January 23<sup>rd</sup>, they entered in to a contract to move forward. Mr. Miller connected Western MD Lumber with engineers and will use the future intentions for the site and coincide with those plans to gain access to the property. The loggers will use their access points to clear a path to the top of the property, helping to gain access to the top of the property and have also agreed to create a landing site on the first pad side by clearing out and flattening the site.

Mr. Miller stated that then things would move to the second phase – earth movement. He's received an estimate from Century Engineers, and once the timber is cleared, he will be looking for grant funding to handle the excavation of the land. This would provide for a cleared site that can be accessed to show the potential it has, even if it is not 100% marketable.

Mr. Miller continued that they've entertained some interest in businesses locating on the site, two from in City limits and one from outside the City. This has only been through organic outreach and word of mouth, which definitely shows that the interest is there for this location.

**IV. ADJOURNMENT**

With no further business at hand, the meeting adjourned at 4:35 p.m.

Respectfully Submitted,

Allison K. Layton  
City Clerk

Minutes approved on: \_\_\_\_\_

# Mayor and City Council of Cumberland

## Closed Session Minutes

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

2<sup>nd</sup> Floor Conference Room

Tuesday, February 20, 2024; 4:00 p.m.

The Mayor and City Council convened in public session followed immediately by a motion to close the meeting pursuant to Section 3-305 (b)(1 and (7) of the General Provisions Article of the Annotated Code of Maryland to discuss the assignment, reassignment and performance of particular employees, the changes to the Code and Charter that could be necessary to effect the assignment and reassignment of those employees, and to obtain the advice of the City Solicitor regarding those and related matters.

**MOTION:** Motion to enter into Closed Session was made by Council Member Frazier seconded by Council Member Cioni, and was passed on a vote of 5-0.

**PRESENT:** Raymond M. Morriss, President; Council Members Richard Cioni, Eugene Frazier, Jimmy Furstenberg, and Laurie Marchini

**ALSO PRESENT:** Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk



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## Mayor and City Council of Cumberland

### WORK SESSION

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

Tuesday, February 20, 2024, 5:00 p.m.

**PRESENT:** Mayor Raymond M. Morriss; Council Members: Rock Cioni, Eugene Frazier, Jimmy Furstenberg, and Laurie Marchini

**ALSO PRESENT:** Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Chuck Ternent, Chief of Police; Greg Kerr, Representative of the Cumberland Skatepark Committee

**Media:** Greg Larry, Cumberland Times-News  
Kathy Cornwell, WCBC Radio

#### I. CUMBERLAND SKATEPARK UPDATE

Mr. Silka began the discussion with an update on the Skatepark – he’s been working with Mr. Greg Kerr and the Skatepark Committee and have a rendering of what the Skatepark would look like to show to the Mayor and Council. A community analysis was done to determine what community members wanted in a skatepark and the resulting rendering is where they landed. Mr. Silka reminded Council that this is a \$575,000 project, with \$325,000 coming from the City, \$250,000 coming from the County and with some of these funds being ARPA money, we need to get this under contract soon. To date, they have contracted with SPECS Engineering to do the site work and permit work, which will begin at about the end of March or Early April.

Mr. Silka shared the rendering with the Mayor and Council stating that what it shows is about \$494,000 in cost and invited Mr. Greg Kerr to speak about the rendering. Mr. Kerr explained that a lot of the features chosen were “street features” and were selected based on community desires/needs. They took the bowl out as it was a significant cost savings to go without it - it just wasn’t in the budget and they’d rather have a larger park than one large feature. Mr. Kerr continued that to make up for the loss of vertical by taking out the bowl, a half pipe was added at the bottom, running over 100 ft long. It would be about 10 feet at its highest spot going down to 5-6 feet and would work with skateboards, bikes and would be as accessible as possible.

Mr. Kerr continued to explain that the Pump track ran the perimeter of the park and would be quite large and that in terms of square foot price, it was currently sitting between \$30-\$35 per square foot, which is much better than the \$70 per square foot that it was two years ago. He indicated that there's been discussion that we are missing out on things, but we are actually getting more for our dollar with this design.

Mr. Kerr explained that Rampage Skate Shop out of Connecticut did the rendering, which may not have been as fancy as some with Google Earth overlays, but at the end, this was a nice rendering at a reasonable cost.

Councilman Cioni questioned how we would get on their waiting list and Mr. Silka replied that upon approval of engineering, we'd get permits and form a contract with Rampage contingent on engineering approval, which most likely would happen within the next three months. Mr. Silka continued that we'd also have to sign the contract with the County as we'd have to commit the ARPA money from the County.

Mr. Greg Larry from the Times-News questioned whether a contractor had been selected, and Mr. Silka responded that Rampage is both the designer and builder of the project, they are a sole source provider.

Mr. Silka reported that the momentum is building, the funding is in place and the design is done. He reiterated that the Gray area on the rendering design is not being built, but would be budget dependent or something for future expansion.

Mr. Kerr explained that the plan is during construction to start on tip and move down – as we go, if the gray part is in the budget, we will proceed, and if not, a good stopping point in design will be formed.

Councilman Cioni questioned if the site work would include the ability to add on and Mr. Silka responded that yes, we are not consuming the entire site, so there will be room for expansion.

Mr. Kerr explained that the floodplain is the biggest hurdle right now.

Mr. Larry asked if we'd see construction this summer to which Mr. Silka responded most likely early Fall, depending on the flood plain.

Mayor Morriss stated that he was not claiming knowledge, but listening to discussions, he thinks we are getting what the young people really want in a skatepark. It's good that we were able to get input from the community. He feels this looks like a very nice rendering and thanked Mr. Kerr for his work on this project.

## **II. ALLEGANY SCHOOL SITE GREENSPACE PROPOSAL**

Mr. Silka stated he's been working with the County on the development of the Allegany School site, and that they would like to have an expanded greenspace or park. The City owns a 3-acre site in blue (see drawing) and the developer would like to have permission to develop a park on the City's property, which would be a public park for the west side. Mr. Silka proposed doing an MOU to allow them to utilize the land to develop a public park. He explained it would be a joint venture in the design of the park, including pickleball. The development of the park would have switchbacks to the trail, so there would be trail access. The County wants the City's blessing for the developer to design, build and pay for the park, but the City would operate the park – it would

be a joint effort between the County and the City. Ultimately, they are looking for the OK to let the engineers start designing this.

The Mayor and City Council members were on board with allowing the architects begin the design phase for this park.

Mr. Silka reiterated that the land is not usable otherwise. He will advise the County that there is consensus to engage in the project.

### **III. AGENDA REVIEW 2/20/24**

Mayor Morriss went over the public meeting agenda. Councilman Cioni questioned the third Order on the agenda and Mr. Silka explained that we were abating taxes on these properties as they are all City owned properties. Councilwoman Marchini gave kudos to Chief Ternent for all the grant funding the police department has been obtaining.

### **IV. MAYOR AND CITY COUNCIL UPDATES**

Council Member Frazier had no update.

Council Member Furstenberg talked about attending the NAACP event this past Saturday with some staff from the Police Department as well as other Council members.

Council Member Cioni talked about the upcoming Parks & Rec board meeting on March 4 which he will be out of town for. He asked Chief Ternent to speak about the Opioid Restitution money.

Chief Ternent spoke of a meeting with Opioid Restitution committee members – the City is responsible for coming up with ideas of how to use the money, so they met to brainstorm ideas with Chief Ternent and Lieutenant Bonner. The ideas are due to county by March 1 and then the County will write the proposal.

Council Member Marchini advised that people would be seeing more signage around Baltimore and Liberty streets as traffic shirts. The parking moved on Baltimore St. Asked Council members to share that a lot of the businesses have back door access.

She continued that Groundhog Day was successful – there was even a featured clip on WMAR. She spoke of the Bar-athalon is coming this weekend from 12-4 on Saturday. The Hooley Pub Crawl is March 16<sup>th</sup> and the Hooley Plunge is March 2nd.

Marchini continued sharing that the Allegany High School's historical research class is doing their project on the history of the Baltimore Street area, which will be displayed at Allegany Museum. Ruth Davis-Rogers, the City's Historic Preservation Planner helped them get a grant from Preservation MD. IT will coincide with the opening of Baltimore Street.

The Main St. committees continue to meet and are productive and they will bring recommendations to Mayor and City Council, and she reminded Council that there needs to be follow up on high voltage chargers that were presented to them some time back.

Marchini reminded everyone to pick up yard signs to support downtown businesses from Melinda Kelleher.

Marchini continued that several of them had attended the Friends Aware 70th anniversary event that took place on Valentine's Day and she attended the Canal Place Bboard meeting for the discussion of Senator McKay's proposed legislation.

Marchini reminded everyone that there was trivia at JZ's on Wednesdays, which has been well attended.

Marchini detailed that Frazier, herself, Allison Layton and Ruth Davis-Rogers attended a Susan B. Anthony birthday party at Sandra Roeder's house. There were good discussions, also the anniversary of when her mom, the first female councilwoman declared her candidacy.

Mayor Morriss discussed the interesting progress in watching the construction on Baltimore Street. You can see the streetscape and pavers and it is neat to watch it come together and take shape, though it is a little bit of an adventure to drive. He continued that there are now 6-8 parking spots on Baltimore Street which gives people a chance to come down and park on that street for the first time in 50 years.

The Mayor reminded everyone that some businesses have access in the back but the sidewalks are open and every business is accessible. People can get everywhere they need to – and there have been some nice crowds. He finished by saying it is good to see everything coming along.

Councilwoman Marchini added that Ottaviani's has started serving brunch on Saturdays and Mayor Morris stated that it is sometimes difficult to get into the businesses, so that means they are busy and that is a good thing.

Mayor Morriss added that a Canal Place board meeting and Carver Center board meeting happened recently. The Carver Center Board is working on a strategic plan and will be reaching out for community input. He finished by saying that when it comes to the Carver Center – don't believe what you read on Facebook. While Congressman Trone got an earmark for the center, but there isn't access to the \$800,000 yet until the budget passes.

**V. ADJOURNMENT**

With no further business at hand, the meeting adjourned at 5:44 p.m.  
Respectfully Submitted,

Allison K. Layton  
City Clerk

Minutes approved on: \_\_\_\_\_



# Mayor and City Council of Cumberland

*Mayor* Raymond M. Morriss  
*Councilman* Richard J. "Rock" Cioni  
*Councilman* Eugene T. Frazier  
*Councilman* James L. Furstenberg  
*Councilwoman* Laurie P. Marchini

City Administrator Jeffrey F. Silka  
City Solicitor Michael Scott Cohen  
City Clerk Allison K. Layton

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## MINUTES

M&CC Regular Meeting  
57 N. Liberty St.

DATE: February 20, 2024

**I. OPEN SESSION – 6:15 p.m.**

**II. Pledge of Allegiance**

**III. Roll Call**

**PRESENT:**

Council Member Richard J. "Rock" Cioni  
Council Member Eugene T. Frazier  
Council Member James L. Furstenberg, III  
Council Member Laurie P. Marchini  
President Raymond M. Morriss

**Also Present:** Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk; Shannon Adams, Fire Chief; Chuck Ternent, Police Chief

**IV. Statement of Closed Meeting**

Mayor Morriss announced that a closed session had been held on February 20, 2024 at 4:00 p.m. and read into the record a summary of that meeting which is attached hereto and made a part of these minutes as required under Section 3-306 (c)(2) of the General Provisions Article of the Annotated Code of Maryland.

**V. Public Comment**

Mayor and Council approved the public comment from Girl Scout Troops 40048 and 10104 to take place out of order on the agenda. Kristen Evans, a troop leader introduced herself and indicated that the girls were here to remind Council of some issues they introduced back in October of 2021 and to also present some solutions. The girls are learning that if they see something they want to improve, they don't sit back, they take action. Groups of Girl Scouts presented posters showing the dangerous areas near Westside and Braddock Schools. Locations where there were no crosswalks, or



crosswalks but no signage to indicate school speed zones so people tend to drive very quickly. They had also prepared a poster showing some possible solutions, such as school zone signage, posting lower speed limits and signs that point at the crosswalks to make people more aware. CPD Officer Ashley Davis had met with the girls at school and spoke to suggest some places to have safer crosswalks and that the addition of signage with a lower speed limit in school zones may help.

Mayor Morriss thanked the girls for speaking up and indicated that he would have the Police and Engineering Departments look into ways to alleviate the issues. He invited Chief Ternent to speak and Ternent indicated there was a group that assesses school crossings every year.

## **VI. Director's Reports**

**Motion** to approve the reports was made by Council Member Frazier, seconded by Council Member Cioni, and was passed on a vote of 5-0.

### **(A) Administrative Services**

1. Administrative Services Monthly Report for January 2024

### **(B) Public Works**

1. Maintenance Division Monthly Report for January 2024

### **(C) Police Department**

1. Police Department Monthly Report for January 2024

### **(C) Utilities - Flood, Water, Sewer**

1. Utilities Division Flood/Water/Sewer Monthly Report for January 2024

## **VII. Approval of Minutes**

**Motion** to approve the minutes was made by Council Member Marchini, seconded by Council Member Furstenberg, and was passed on a vote of 5-0.

1. Approval of the Closed, Work, and Regular Session minutes of February 6, 2024

## **VIII. Public Comments – Agenda Items Only**

*There were no comments*

All public comments are limited to 5 minutes per person

## **IX. New Business**

### **(A) Ordinances**

1. Ordinance 3972 (1st reading) - to repeal Article XIV of Chapter 25 of the City Code and to reenact it with amendments for the purpose of abrogating regulations which are not content neutral and to otherwise amend its terms

**FIRST READING:** The ordinance was submitted in title only for its first reading. Motion to approve the 1st reading and table until the next meeting, was made by Council

Member Cioni, seconded by Council Member Furstenberg, and was passed on a vote of 5-0.

2. Ordinance 3973 (1st reading) - providing for the issuance and sale of an aggregate principal amount not to exceed \$3,350,000 of general obligation bonds of the Mayor and City Council of Cumberland

**FIRST READING:** The ordinance was submitted in title only for its first reading. Motion to approve the 1st reading and table until the next meeting, was made by Council Member Frazier, seconded by Council Member Marchini, and was passed on a vote of 5-0.

**(B) Orders (Consent Agenda)**

Mr. Silka reviewed each item on the Consent Agenda and Mayor Morriss called for questions or comments. **Motion** to approve each item was made by Council Member Frazier, seconded by Council Member Marchini, and was passed on a vote of 5-0.

Order 27,402 - authorizing the Chief of Police to enter in to a Memorandum of Understanding with the United States Department of Veterans Affairs, Martinsburg, WV, Care System which will formalize an existing relationship between the Cumberland Police Department and the United States Department of Veterans Affairs reinforcing interagency coordination, response and requests for assistance at the VA Community Based Outpatient Clinic in Cumberland, Maryland

Order 27,403 - authorizing amendments to two 2022 annual action plan projects and two 2023 annual action plan projects for the Community Development Block Grant Program

Order 27,404- authorizing the abatement of City Real Estate taxes and interest for 526 Broadway Circle (\$1933.20), 463 Goethe Street (\$3077.57) and 1034 Frederick Street (\$1,302.97)

Order 27,405 - authorizing the purchase of two (2) new International HV507 SFA 4WD trucks from Ascendance Truck Centers at a cost of \$126,090 for each truck, for a total amount not to exceed \$252,180

Order 27,406 - authorizing the purchase of two (2) new International HV507 SFA 4WD truck dump body, plow, and spreader upfits from Somerset Welding & Steel, Inc. at a cost of \$69,875 each, for a total amount not to exceed \$139,750

Order 27,407 - authorizing the purchase of four (4) new 2024 Ford F150 pickup trucks from Coccia Ford at a cost of \$45,195 each, for a total amount to exceed \$180,780

Order 27,408 - authorizing the Chief of Police to accept a FY24 Project Safe Neighborhoods Grant in the amount of \$116,330, which will be used to address violence in our communities through community bike patrols, community meetings and technology

Order 27,409 - authorizing the award to Ameri-Seal, LLC to provide mill, patch and paving work on Nemaocolin Avenue in the not to exceed amount of \$34,910.73

Order 27,410 - amending Order No. 27,297 originally approved on August 15, 2023, due to the purchase of an additional module at the request of the Water Department to handle service line inventory with an increased cost not to exceed \$250.00 from Link Computer Corporation bringing the new contract total to \$45,079.12

## **XII. Public Comments**

**Tracey Malloy, 811 Trost Avenue**, spoke about her trash pick up at her home. She indicates that Burgmeier's misses her trash at least 2-4 times per month. It is becoming habitual and she states that it is difficult to get through on the phone, and to get a supervisor at Burgmeier's on the phone is near impossible. Ms. Malloy indicates that there is never an apology for the inconvenience. When she did get a response from a supervisor, they indicated her trash was not out by 5 a.m., but she says that is incorrect because it is placed out the evening before and she has begun taking pictures of her trash when it is set out.

Mayor Morriss advised that they will have someone look into this and see what kind of resolution can be brought forth.

**Paul Kelly, 113 Stillwater Ct. Ridgeley, WV**, spoke about the Memorial Avenue project. He's here on behalf of the developer of the project, Zac Eliyasi and the real estate holding company, Al Lateef. They are requesting one more meeting with Mayor and Council regarding the stalled negotiations. He would like the opportunity to push past miscommunications and misunderstandings and open the conversation again surrounding the property, which has sat vacant for over 15 years. The project would involve a \$30 Million investment in our community, including 150 apartment units, 58 townhomes and 22 single family market rate housing units – yielding a \$50 million impact to our area and would be the largest housing project in our area in 80 years. Mr. Kelly quoted a study showing that 50% of our housing stock is over 80 years old and only 8 houses were built between 2015 and 2020. The project they brought to us checks all the boxes from the City's Comprehensive Housing Plan study. An additional study sponsored by the County showed the same findings. Mr. Kelly stated that this developer is bringing a shovel ready project for the City of Cumberland that meets all the compelling needs with the strategies that have been outlined by these studies. He is not sure what has broken down between the developer, Mayor and Council and Staff, but would like an opportunity to meet one more time. They have asked for three things: 1) to be involved in a public/private partnership, 2) for the City to contribute \$800,000 to the project so the \$1.5 Million from the George Edwards fund will not be lost and 3) a break from real estate taxes.

Mayor Morriss advised that they take the meeting request under consideration.

**Rufers Clark, 309 E. Oldtown Road**, spoke about an issue with neighbors and how they park their vehicles, which has been happening since January 31<sup>st</sup>. He states that the neighbor parks their vehicle in such a way that it is too far up and he is unable to make the turn out of his driveway, which makes him late for work. He has called the police regarding this instance and the neighbor moves once the squad car comes by. The Officer has stated that since there was no signage on the road regarding parking limitations that a citation was unable to be issued. Mr. Clark continued to describe an issue with the neighbor having multiple cats who relieve themselves in his yard. He says that Animal Control has not assisted.

Mayor Morriss advised that we will have the traffic group and police take a good look at this and see if parking signs will help the situation, or what else may be done. Chief Ternent also added that he had spoken to Mr. Clark on the phone and he has an officer assigned to the issue.

**Raven Sylvana, 708 Elm Street,** wanted to speak about poverty and homelessness and the drug problem in the City. He stated that a neighbor just died of an overdose and while he doesn't have the solution, he knows these people need help. He continued that from what I've been seeing just sitting in this meeting, there's a lot of money being spent on a lot of things and thought that maybe some could be used to help with the poor and homeless people. He feels there is not a lot of resources and support, leading some to fall into bad habits like crime and drugs. Mr. Sylvana thought it would be good to come here and raise some concerns and would like to work with people to go out and do something – wants to help get supplies to the homeless people and work with and volunteer. These are citizens of the town and cannot climb their own way up.

Councilman Cioni advised that he was just in a meeting today for a couple hours with Chief Ternent and others and while there are no concrete solutions, they were brainstorming ideas.

Mayor Morriss thanked Mr. Sylvana for coming and said that Mayor and Council sympathized with the plight and appreciated it when citizens come in to share their concerns.

All public comments are limited to 5 minutes per person

**XIII. Adjournment**

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

Minutes approved on \_\_\_\_\_

Raymond M. Morriss, Mayor \_\_\_\_\_

ATTEST: Allison K. Layton, City Clerk \_\_\_\_\_

**File Attachments for Item:**

1. Ordinance 3972 (*2nd and 3rd readings*) - to repeal Article XIV of Chapter 25 of the City Code and to reenact it with amendments for the purpose of abrogating regulations which are not content neutral and to otherwise amend its terms

**ORDINANCE NO. 3972**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, ENTITLED "AN ORDINANCE TO REPEAL ARTICLE XIV OF CHAPTER 25 OF THE CITY CODE AND TO REENACT IT WITH AMENDMENTS FOR THE PURPOSE OF ABROGATING REGULATIONS WHICH ARE NOT CONTENT NEUTRAL AND TO OTHERWISE AMEND ITS TERMS."

**WHEREAS**, Article XIV (Sections 25-396 to 25-407) of the City's Zoning Ordinance (Chapter 25 of the City Code) sets forth the City's Sign Control Provisions.

**WHEREAS**, some of the terms of the Sign Control Provisions are not content-neutral although applicable law generally requires that sign regulations may not restrict constitutionally-protected speech.

**WHEREAS**, City staff conducted a review of the Sign Control Provisions and determined that they should be rewritten for the reason set forth above and to otherwise update its terms to address the City's needs.

**WHEREAS**, the City of Cumberland Municipal Planning and Zoning Commission held two public hearings on the subject matter of this Ordinance on November 27, 2023, and January 22, 2024, and determined that it should recommend that the Mayor and City Council pass an Ordinance repealing the current Sign Control Provisions and adopting the new ones which are attached hereto as Exhibit A.

**WHEREAS**, the Mayor and City Council held a public hearing regarding the subject matter of this Ordinance on March 5, 2024, 2024, having published notice of the time and place of the hearing together with a summary of this Ordinance in the Cumberland Times-News, a newspaper of general circulation in the City of Cumberland, once each week for two successive weeks (on February 16, 2024, 2024 and February 23, 2024), the first such notice having been published at least 14 days before the hearing, as required by Section 25-439(f) of the City Code and Section 4-203(b) of the Land Use Article of the Annotated Code of Maryland.

**WHEREAS**, consistent with the recommendation of the Municipal Planning and Zoning Commission, the Mayor and City Council have determined that they should approve the said recommendations, repeal the City's current Sign Control Provisions and enact the new Sign Control Provisions set forth in the Exhibit A attached hereto.

**NOW, THEREFORE:**

**SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND,** that Article XIV of Chapter 25 of the City Code (Sections 25-396 to 25-407) is repealed and reenacted with amendments to read as is set forth in the Exhibit A attached hereto.

**SECTION 2: AND BE IT FURTHER ORDAINED,** that this Ordinance shall take effect ten (10) days from the date of its passage.

Passed this \_\_\_\_\_ day of \_\_\_\_\_,  
2024.

\_\_\_\_\_  
Raymond M. Morriss, Mayor

ATTEST:

\_\_\_\_\_  
Allison Layton, City Clerk

# **EXHIBIT A**



## ARTICLE XIV. SIGN CONTROL PROVISIONS

### Sec. 25-401. Purpose.

Signs perform an important function by identifying residences and businesses to pedestrians and motorists. The purpose of this article is to assist in promoting the public's health, safety, and general welfare, and to promote and preserve aesthetics through the control of signage within the city. This goal shall be achieved by reducing potential signage conflicts between pedestrian and vehicular traffic, preserving property values, preventing unsightly detrimental development that has a blighting influence upon residential, business, and industrial uses, and preventing signs from reaching such an excessive size that they obscure one another to the detriment of all concerned, and securing certain fundamentals of design for the city.

### Sec. 25-402. Applicability.

This article shall apply to all signs in the City unless they are exempted hereinafter or elsewhere in the city code. Signs may be placed, installed, erected, altered, maintained, used, removed, or moved, only in compliance with the provisions of this section and other regulations of the city relating to the placement, erection, alteration, maintenance, use, removal, or moving of signs and similar devices.

### Sec. 25-403. Rules of construction.

- (a) Signs which meet the definitions for multiple types of signs shall be subject to the requirements for each type of sign.
- (b) Whenever there are overlapping sign dimension requirements, the requirements for the specific type of sign shall take precedence over the requirements for a general category of signs.

### Sec. 25-404. Sign types; requirements.

The types of signs and the requirements applicable thereto are set forth below.

(a) *Awning/canopy signs.* Any sign painted on or attached to an awning or canopy. Awning/canopy signs shall be treated as wall signs, shall be subject to the requirement applicable to such signs, and shall be included in the overall area calculations for such signs. Signs may be attached flat against awnings or canopies made of rigid materials. They shall not project above the awning or canopy. Awnings and canopies of non-rigid materials (e.g., canvas) shall have signs only appliquéd or painted on them.

(b) *Election polling place signs.* Temporary signs at election polling locations may not exceed six (6) square feet in area per sign face. Such signs must be removed within twenty-four (24) hours of Election Day.

(c) *Electronic changeable copy sign.* A type of sign or portion thereof that is capable of displaying words, symbols or alphanumeric characters which are defined by a small number of matrix elements using different combinations of light emitting diodes (LEDs), fiber optics, light bulbs or other illumination devices that can be

electronically or automatically programmed and may be changed by remote or automatic means. All electronic changeable copy signs shall comply with the following minimum requirements:

- (1) Electronic changeable copy signs shall be permitted only as freestanding signs, low ground (monument) signs, or wall signs in those zoning districts where specifically permitted and only in full compliance with the applicable dimensions and height specified respectively for each type of sign within the applicable zone. However, not more than one (1) electronic changeable copy sign shall be permitted in any chosen form on an individual lot of record.
- (2) All electronic changeable copy signs shall be programmed to ensure that each individual display message shall remain in static (non-moving, non-scrolling, non-streaming video, or non-changing) display for not less than eight (8) consecutive seconds before transitioning to a different display message. Any background image accompanying a message shall remain static with the wording and shall not emulate any form of motion or movement. The transition between individual messages shall occur through a gradual fade out of the preceding message and a gradual fade in to the subsequent message with no image overlap of not less than two (2) consecutive seconds, resulting in a complete individual message cycle of not less than ten (10) consecutive seconds. No flashing or simulated animation of any message or portion thereof (with the limited exception of authorized time and temperature displays) shall be permitted on an electronic changeable copy sign. Any and all background or text color patterns associated with a display message shall remain static and unchanging during each message display cycle.
- (3) Where an electronic changeable copy sign shall include a time and temperature display, said time display shall be in numeric hours and minutes only (not utilizing an animated clock face), and said temperature display shall be in numeric Fahrenheit and/or Celsius readings only. The time and temperature messages shall be allowed to change only as necessary to ensure reading accuracy and may be displayed either as part of each static individual message or as separate messages in the display cycle. The time and temperature shall be displayed in a fixed location on the display area during each programmed display cycle.
- (4) The sign shall be equipped with photosensitive equipment that is programmed to automatically adjust the brightness and contrast of the sign in direct relation to the ambient outdoor illumination. Maximum brightness levels for electronic changeable copy signs shall not exceed five thousand (5,000) nits (a standard unit measure of luminance) when measured from the sign's face at its maximum brightness, during daylight hours, and five hundred (500) nits when measured from the sign's face at its maximum brightness between dusk and dawn, i.e., the time of day between sunrise and sunset.
- (5) All letters, numbers, or other typographical symbols displayed on an electronic changeable copy sign shall be of a size that is fully legible and distinctly discernible from any associated background image or colors by a person with 20-20 full-color visual acuity at a distance of not less than two hundred (200) feet from the sign.
- (6) Each electronic changeable copy sign shall be programmed or set in a manner such that the display will turn dark and emit no light or shut down in case of a malfunction.

(7) Prior to approval of a permit to install/erect an electronic changeable copy sign on a property, the property owner and the owner of the proposed sign (if they are not one and the same individual) shall sign an affidavit attesting to and affirming their full and complete understanding of the aforementioned specific requirements and their consent to remain in full compliance with them. An original of said affidavit shall be attached to the issued permit and retained in the city's files.

(d) *Flashing sign.* A sign, the illumination of which is not kept constantly in intensity at all times when in use, and which exhibits sudden or marked changes in lighting effects. Illuminated signs which indicate the time, temperature, date, or other similar information shall not be considered flashing signs.

(e) *Freestanding sign (pole or ground signs).* A sign which is not affixed to a building that is supported by, or suspended from a freestanding column or other support located in or upon the ground surface.

(f) *Illuminated sign.* A sign that has characters, letters, figures, designs, or outlines illuminated by electric lighting or luminous tubes as part of the sign. Illuminated signs are subject to the following requirements:

- (i) They shall be illuminated only with steady, stationary, shielded light sources directed solely onto the sign without causing glare. Light bulbs or lighting tubes used for illuminating a sign shall not be visible from adjacent public rights-of-way or residential properties.
- (ii) The intensity of sign lighting shall not exceed that necessary to illuminate and make legible a sign from the adjacent road or closest right-of-way. The illumination of a sign shall not be obtrusive to the surrounding area.
- (iii) Sign lighting shall be shielded so no direct light will shine on abutting properties or in the normal line of vision of the public using the streets or sidewalks.
- (iv) No flood or spotlights shall be mounted higher than twenty-five (25) feet above ground level.

(g) *Indirectly illuminated sign.* A non-flashing sign that is illuminated from an external artificial source. These signs must be arranged so that no direct rays of light are projected from the artificial source into residential properties or public streets.

(h) *Low ground sign.* Non-advertising, for identification purposes only. Unless otherwise specified in this article, low ground signs may only be used for identification (but not for advertising) purposes. Low ground signs may not exceed five (5) feet in height. The maximum permitted gross sign area per display face for an electronic changeable copy sign erected as a low ground sign shall not exceed thirty-two (32) square feet. Electronic changeable copy signs shall be prohibited as low ground signs in the Conservation Zone and the R-E (Estate Residential), R-S (Suburban Residential), and R-U (Urban Residential) Zones and on residential principal use properties within the R-O (Office/Residential) Zone

(i) *Marquee Sign:* A freestanding sign which utilizes changeable letters or copy. Marquee signs are subject to the following standards:

- (i) There shall be no more than one internally illuminated change-letter marquee sign per property.

- (ii) The area of a marquee sign shall not exceed forty-eight (48) square feet in copy area. Such a sign shall be incorporated into the main freestanding sign or may be wall-mounted.
- (iii) Letters or symbols shall not exceed twelve (12) inches in height.
- (iv) Any portion of a marquee sign incorporated into the main freestanding sign or building sign shall be treated as such and shall be included in the overall calculations for such sign.

(j) *Mobile sign.* A sign that is affixed to a vehicle in such a manner that the carrying of such sign or signs is no longer incidental to the vehicle's primary purpose, but becomes a primary purpose in itself, shall be considered a freestanding sign and, as such, shall be subject to the provisions regarding freestanding signs in the district in which such vehicle is located. No person owning, possessing or controlling a vehicle with a mobile sign attached may leave it within a public street, right-of-way, or other property for more than eight (8) hours at a time and may not return the vehicle to a location within 100 feet of the parking space for one (1) week after its removal. Notwithstanding the foregoing, vehicles with mobile signs attached hereto may not be parked on or in city-owned parking lots or garages. Vehicles with mobile signs affixed thereto which are illegally parked are subject to being towed and impounded as provided for in sections 13-38 and 13-49 of this code.

(k) *Neighborhood identification sign.* A sign intended to promote the identity of a neighborhood or other sub-area within the city that is posted by the city or with the approval of the zoning administrator. They are permitted in all neighborhoods but may not exceed thirty-two (32) square feet in area.

(l) *Occupant sign.* A sign bearing only the names and/or addresses of occupants or premises. See section 25-407(b)(3).

(m) *Projecting sign.* A sign which is attached to the structure wall and which extends perpendicular or at an angle from the plane of such wall. Such signs are subject to the following requirements.

- (i) The two sides of a projecting sign must be parallel and of the same dimensions back-to-back and shall not exceed twelve (12) inches in thickness and ten (10) square feet in area.
- (ii) A projecting sign shall be hung at right angles to the building and shall not project more than four (4) feet from the wall or surface to which it is mounted.
- (iii) Projecting or suspended signs shall have a minimum clearance of ten (10) feet above grade and shall not project into a vehicular public way.
- (iv) Projecting signs shall not interfere with normal pedestrian or vehicular traffic.

(n) *Rooftop signs.* No roof signs other than directional devices as may be required by the federal and state aviation authorities shall be placed, inscribed, or supported upon the roof or upon any structure that extends above the eaves of the roof of any building.

(o) *Sandwich/sidewalk sign.* An "A-frame" type sign that stands with self-supporting elements and is not permanently affixed to the ground. (7). One (1) on-premise sign is allowed in compliance with the following standards:

- (i) It may not stand higher than four (4) feet off the ground.
- (ii) It must have a surface area no greater than eight (8) square feet (per side).
- (iii) It must be constructed of durable materials.
- (iv) Its copy must be professionally prepared.
- (v) It must be removed from the street when the business is closed.
- (vi) It may not obstruct pedestrian traffic by more than twenty (20) percent of the width of any pedestrian right of way.
- (vii) It may not have wheels.

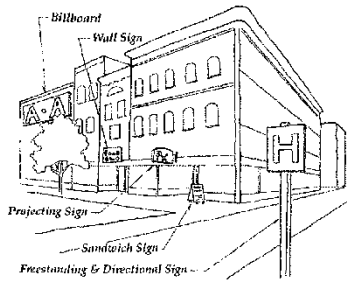
(p) *Temporary sign.* A sign that is intended to remain on the location where it is erected or placed for a period of not more than ninety (90) days. See section 25-407(b)(4). Although not mandated, the city requests that all election candidate's signs be removed no later than thirty (30) days after the date of an election.

(q) *Wall sign (parallel sign).* A sign attached to the wall of a structure with the face in a plane parallel to such wall, and not extending more than fifteen (15) inches from the face of such wall.

- (i) Wall signs shall not be mounted higher than the eave line or top of the parapet wall of the building and no portions of the sign shall extend beyond the ends of the wall to which it is attached.
- (ii) For each business on a separate property, wall-mounted signage for each street frontage is permitted with a maximum area of one (1) square foot of signage per one (1) lineal foot of street frontage of the building.
- (iii) Buildings that have multiple businesses accessed by *separate* entrances each business shall be permitted one (1) building sign for each street frontage with a maximum area of one (1) square foot of signage per one (1) lineal foot of street frontage of the building dedicated to that business.

(r) *Wall-painted signs.* A sign painted directly on the wall of a structure. See section 25-407(b)(6).

(s) *Window sign.* A sign affixed to or visible through a window of a building.



**Sec. 25-405. Prohibited signs in all districts.**

The following sign types are prohibited within all districts:

- (1) Signs which any way simulate official, functional, directional, or warning signs erected or maintained by the United States Government, the State of Maryland, county, or municipality thereof, or by any railroad, public utility, or similar agency concerned with the protection of public health or safety which are not authorized or constructed by the subject entity.
- (2) Banners, spinners, flags (excluding those described in section 25-407(a)(2)&(b)(1), pennants, or any similar moving object more than fifteen (15) square feet in size, whether containing a message or not, except for use during not more than four (4) special occasions in one (1) calendar year by a use located in the Local Business, Highway Business, Central Business, and Business-Commercial Districts for a period of not more than a total of twenty (20) days per calendar year or unless permitted as a temporary sign under section 25-404(p).
- (3) Flashing, blinking, twinkling, animated, or moving signs of any type, except for displays of time, temperature, date, and displays of similar information.
- (4) Signs placed, inscribed, or supported upon the roof or upon any structure that extends above the eaves of the roof of any building.
- (5) Signs, other than sandwich board/sidewalk signs, on mobile stands that can be moved from place to place.
- (6) Signs which emit smoke, visible vapors, or particles, sound, or odor.

**Sec. 25-406. Permits.**

- (a) *Generally.* With the exception of those signs listed in section 25-407, all signs shall require the issuance of a sign permit by the zoning administrator before erection or replacement. All signs must comply with the regulations contained in this article and elsewhere in the city code, regardless of whether a permit is required. No permit shall be required for a mere change of copy on a sign, the customary use of which involves frequent and periodic changes of copy.

- (b) *Applications.* Application for a sign permit shall be made to the zoning administrator on a form provided by the administrator's office and shall be accompanied by a filing fee established by the mayor and city council. The zoning administrator, or his/her authorized designee, shall review and approve, approve with conditions, or deny the permit request within fifteen (15) days of receipt of a complete submission.

**Sec. 25-407. Signs not requiring a permit. Signs which meet the standards set forth in Section 25-404.**

- (a) *Exempt signs.* The following types of signs are exempt from obtaining a permit:
- (1) Address/postbox numerals.
  - (2) Government signs, flags, and standards erected by the city, county, state, or federal government in furtherance of their governmental responsibility. Such signs, flags, and standards may include, but are not limited to, those used for community identity, to identify facility entrances and grounds, for special community events, and to provide direction to places of interest.
  - (3) Legal notices.
  - (4) Scoreboards.
- (b) *Provisionally exempt signs.* The following types of signs may be erected without a sign permit, provided that the standards of this section are met:
- (1) *Flags.* These shall be allowed subject to the following standards:
    - a. Flags of the United States of America, the state, the city, foreign nations having diplomatic relations with the United States, and any other flag adopted or sanctioned by an elected legislative body of competent jurisdiction. Such a flag shall not be flown from a pole more than thirty-five (35) feet in height.
    - b. Flags other than those prohibited under section 25-402 shall not be flown from a pole more than twenty-five (25) feet in height, but in no case shall the corporate flag be flown at a height greater than any flag identified in subsection (b)(2)a., located on the same parcel.
  - (2) *Fuel seller signs.* The maximum area for display signs at establishments selling fuel shall be twenty-four (24) square feet per sign face. One (1) such sign shall be allowed per arterial or major collector roadway frontage.
  - (3) *Occupant signs.* One (1) such sign shall be permitted to be constructed on the building face, with the area of said sign not to exceed one (1) square foot in area. In addition to this sign, one (1) freestanding occupant sign or low ground sign not exceeding four (4) square feet in area shall be allowed on each property, subject to provisions regarding such sign types contained in section 25-411 for residential and conservation districts, section 25-412 for the B-CBD, B-H, B-L, G-C, G-I, and B-C Districts, and section 25-413 for the I-G District.

- (4) *Temporary signs.* Signs set back 4 feet or less from the edge of a roadway or between the edge of a roadway and a sidewalk are exempt from permitting if they are no more than six (6) square feet in area and are placed at that location no sooner than sixty (60) days before a primary or general election and removed no later than thirty (30) days from the date of the election.
- (5) *Service entrance signs.* Service entrance signs are allowed provided they are not illuminated and do not exceed four (4) square feet.
- (6) *Wall painted signs.* These signs are allowed subject to all other applicable regulations but may not exceed fifty (50) percent of the allowable square footage that would otherwise be permitted.
- (7) *Window posters.* These include signs inside windows of buildings within commercial areas, provided that the sign area does not exceed twenty-five (25) percent of the individual glass area through which it is seen.

**Sec. 25-408. Nonconforming signs and sign structures.**

Signs existing at the time of passage of this article that do not conform to the requirements of this chapter or elsewhere in the code shall be considered nonconforming signs and, once removed, shall be replaced only with conforming signs. Non-conforming signs are subject to the following provisions:

1. Nonconforming signs shall be kept in good repair, including sign maintenance, repainting, and replacement of broken or deteriorated parts of the sign itself.
2. Change and modification. A nonconforming sign or sign structure shall be brought into conformity with this chapter if it is altered, reconstructed, replaced, expanded, or relocated. A mere change in copy is not an alteration or replacement for purposes of this subsection.
3. A non-conforming sign or sign structure shall be removed within thirty (30) days if the building containing the use to which the sign is accessory is demolished or destroyed to the extent that the sign or the location of the sign is damaged in any respect.



**Sec. 25-409. Sign size and area computation.**

- (a) The size of any sign shall be computed by multiplying its greatest height by its greatest length, exclusive of supporting structures unless such supporting structure is illuminated or is in the form of a symbol or contains advertising copy. In the case of signs that have no definable edges, such as raised letters attached to a building facade, the sign size shall be that area within a single continuous perimeter enclosing the extreme limits of the actual message or copy area.
- (b) The area of a sign shall be construed to include all lettering, wording, and accompanying designs and symbols, together with the background, whether open or enclosed, on which they are displayed.
- (c) Where the sign consists of individual letters or symbols attached to or painted on a surface, building, wall, or window, the area shall be considered to be that of the smallest rectangle which encompasses all of the letters and symbols.
- (d) In computing square foot area of a double-faced sign, only one (1) side shall be considered, provided both faces are identical. If the interior angle formed by the two (2) faces of the double-faced sign exceeds one hundred twenty (120) degrees, both faces shall be considered in calculating the sign area.

**Sec. 25-410. General sign regulations.**

- (a) No sign shall be erected containing information on it which states or implies that a property may be used for any purpose not permitted under the provisions of this chapter in the zone in which the property to which the sign relates is located.
- (b) No sign shall be so located or arranged that it interferes with traffic through glare, through blocking of reasonable sight lines for streets, sidewalks, or driveways, through confusion with a traffic control device (by reason of color, location, shape, or other characteristic), or through any other means.
- (c) All signs except temporary signs shall be constructed of durable material and kept in good condition and repair. Temporary signs need only be constructed of such material that is sufficiently durable to last in good condition and repair for the term of their use. Electrical signs shall be subject to the performance criteria of the Underwriters Laboratory, Incorporated or to applicable city codes, whichever is more stringent.
- (c) Only signs of a duly constituted governmental body, shall be allowed within street rights-of-way unless specifically authorized by other ordinances and regulations of the city.
- (d) If an establishment has walls fronting two (2) or more streets, the sign area for each street may be computed separately.
- (e) Any vehicle to which a sign is affixed in such a manner that the carrying of such sign or signs no longer is incidental to the vehicle's primary purpose, but becomes a primary purpose in itself, shall be considered a freestanding sign and, as such, shall be subject to the provisions regarding freestanding signs in the district in which such vehicle is located.

- (f) No sign in other than a residential or conservation district shall be located so as to face any residential or conservation district on the same side of the street on which the property bearing the sign fronts. This provision shall not apply to signs at right angles to the street line of such street.
- (g) The maximum permitted gross sign area per display face for an electronic changeable copy sign erected as a parallel or wall sign shall not exceed thirty-two (32) square feet.
- (h) Only one (1) on-premises sign with a maximum area of one hundred fifty (150) square feet may be erected which faces or is primarily intended to be visible from the National Freeway (Interstate 68). The height of on-premises freestanding signs adjacent to the National Freeway shall not exceed forty (40) feet or shall be no higher than the roadway elevation of the adjacent National Freeway.
- (i) No off-premises sign shall be erected closer than one hundred (100) feet from the edge of the paved roadway of the National Freeway (Interstate 68).
- (j) No sign, except a wall sign or projecting sign as defined herein, shall be permitted to have any portion thereof extending into the public right-of-way in excess of four (4) feet except as hereinafter modified and shall be at least ten (10) feet high above the pavement or ground.
- (k) All sign provisions of this chapter shall apply to smokestacks, water towers, and other similar structures.
- (l) No sign shall be placed on a property without the consent of the owner. Sec. 25-411. Signs in the residential districts and the conservation district.

No signs shall be permitted in the residential zoning districts and the Conservation District except as follows:

- (a) *On-premises signs.*
  - (1) Official traffic signs and other official federal, state, county, and city governmental signs.
  - (2) Neighborhood identification signs, pursuant to subsection 25-404(k).
  - (3) Occupant signs, pursuant to subsection 25-404(l) and 25-407(b)(3).
  - (4) Signs for bulletin or announcement boards for identification of permitted nonresidential buildings provided that the area of any such sign shall not exceed twenty (20) square feet. Not more than one (1) such sign shall be placed on each property.
  - (5) Temporary signs, pursuant to subsection 24-404(p) and 24-407(b)(4).
  - (6) Signs for identification of a permitted home occupation, provided that the area of any such sign shall not exceed four (4) square feet.
  - (7) Low ground signs, pursuant to subsection 25-404(h), except that electronic changeable copy signs shall be prohibited within the Conservation, R-E, R-S, and R-U Residential Zones and on residential principal use properties in the R-O (Office/Residential) Zone.

- (8) Freestanding signs, prohibited, except for low ground signs.
- (b) *Off-premises signs.*
  - (1) Official traffic signs and other official federal, state, county, and city governmental signs.
  - (2) Neighborhood identification signs, pursuant to subsection 25-404(k).
  - (3) Temporary signs, pursuant to subsection 25-404(p) and 25-407(b)(4).

**Sec. 25-412. Signs in the B-CBD, B-H, B-L, G-C, G-I, and B-C Districts.**

No signs shall be permitted in the B-CBD, B-H, B-L, G-C, G-I, and B-C Districts except as follows:

- (a) *On-premises signs.*
  - (1) Official traffic signs and other official federal, state, county, and city governmental signs.
  - (2) Neighborhood identification signs, pursuant to subsection 25-404(k).
  - (3) Occupant signs, pursuant to subsection 25-404(l) and 25-407(b)(3).
  - (4) Temporary signs, pursuant to subsection 25-404(p) and 25-407(b)(4).
  - (5) Signs for identification of a permitted home occupation, provided that the area of any such sign shall not exceed four (4) square feet.
  - (6) Low ground signs, pursuant to subsections 25-404(h), provided:
    - a. Low ground signs shall be located not less than four (4) feet from the property line and shall not be sited within a clear sight triangle as required by section 25-135. The city engineer may authorize a low ground sign to be placed within a clear sight triangle where special circumstances exist, such as (but not necessarily limited to) intersections of one-way streets, where traffic sight visibility at the intersection would not be impeded or compromised in any way by the placement of a low ground sign within the required clear sight triangle.
    - b. The maximum sign area for a low ground sign shall be thirty-two (32) square feet and not more than five (5) feet in height at any point on the sign face.
    - c. Low ground signs may only be illuminated indirectly as specified in subsection 25-404(h). Indirect illumination for a low ground sign shall be accomplished through properly shielded and directed lights located on the ground near the base of the sign.
    - d. Special provisions for low ground signs within the G-C and G-I Zones.

1. One (1) low ground sign shall be allowed as a replacement for each freestanding sign permitted under subsection (a)(8). For every low ground sign approved for a property, the number of freestanding signs that may be permitted on the property shall be reduced by one (1). If a low ground sign is desired on a property where the maximum number of freestanding signs already exists, at least one (1) of the existing freestanding signs on the property must be removed before the requested low ground sign may be erected.
2. The immediate areas surrounding a low ground sign shall be landscaped with natural vegetation that will not obscure the sign when mature and will not exceed thirty (30) inches in height at maturity when located within either a clear sight triangle or four (4) feet of the property line. The highest point of a low ground sign shall be not more than five (5) feet above the natural grade of the site prior to any alteration of the ground level to support natural landscaping under and around the sign.
3. Up to, but not more than, a continuous area of eight (8) square feet on the face of any low ground sign may be used for copy. Said signs may not be illuminated.

(6) Wall and projecting signs, provided:

- a. Signs attached to a main wall of a principal building shall not project more than four (4) feet therefrom and no portion shall be less than ten (10) feet and no more than twenty-five (25) feet above basic grade. If not projecting more than five (5) inches from a wall of a building, no portion shall be less than seven and one-half (7-1/2) feet above the grade.
- b. The total area of all signs shall not exceed twenty-five (25) percent of the area of the building face (including window and door area and cornices) to which they are attached. In no case, however, shall the total area of all signs exceed one hundred (100) square feet.
- c. Permanent window signs shall be considered parallel signs and included in this computation but shall nevertheless not exceed twenty-five (25) percent of the total window area on each street.
- d. In the case of a shopping center, a group of stores, or other business uses on a lot held in single or separate ownership, the provisions of this section relating to the total area of signs permitted on a premise shall apply with respect to each building, separate store, or similar use. Only parallel signs shall be permitted for the individual establishments. However, the total area permitted to be covered by a sign shall not exceed fifteen (15) percent of the area of the building face.
- e. Wall or parallel signs shall be permitted on a side or rear wall only if such wall abuts a street, driveway or parking area and shall not distract from the architectural features of the structure as so approved by the zoning administrator. The maximum size shall be limited to twenty (20) percent of the total sign area permitted and shall not be more than twenty-five (25) feet above the basic grade.

(8) Freestanding signs.

- a. Shall be limited to one (1) except for an establishment which fronts on two (2) or more streets in which case a sign may be erected in each yard fronting on a street.
- b. No portion of any such sign shall be less than ten (10) or more than forty (40) feet above the ground except such signs described in subsections d. and e. below.
- c. The area of any freestanding sign, except such signs as described in d. and e. below, shall not exceed one (1) square foot for each two (2) feet of lineal lot frontage or fifty (50) square feet, whichever is smaller.
- d. No sign shall be located beyond the rear or side wall of the main building when the rear or side property line on which it is situated abuts a residential or conservation district, except signs that convey information such as parking, entrances, and traffic flow directions. The area of one (1) side of any such sign shall not exceed eight (8) square feet. The name of the business located on the premises may appear on such signs.
- e. No portion of a shopping center freestanding sign shall be less than twenty (20) or more than forty (40) feet above the ground. The area of any one (1) side of such sign shall not exceed one hundred fifty (150) square feet. The location and orientation of such sign shall be shown on the development plan.
- f. In the case of a shopping center, the number of its freestanding signs shall be according to the following schedule: Parking facilities for one hundred (100) to five hundred (500) cars, one (1) freestanding sign shall be allowed. For every additional increment of five hundred (500) parking spaces, one (1) additional freestanding sign is permitted. At no time shall there be more than four (4) freestanding signs per shopping center.
- g. In the case of a group of business uses other than a shopping center, on a lot held in single or separate ownership, a single freestanding sign, including individual signs identifying different establishments, may be erected on a common backing provided that the total area on one (1) side of the sign does not exceed one hundred (100) square feet. The structural backing for all such signs shall be uniform and no sign may extend, in any direction, beyond the outside edge of the backing. No portion of any such backing shall be less than five (5) feet or more than twelve (12) feet above the ground.

(b) *Off-premises signs.*

- (1) Official traffic signs and other official federal, state, county, and city governmental signs.
- (2) Neighborhood identification signs, pursuant to subsection 25-404(k).
- (3) Temporary signs, pursuant to subsection 25-404(p) and 25-407(b)(4).
- (4) Off-premises commercial advertising signs shall be permitted only in the B-H (Highway Business) and B-C (Business-Commercial) Districts. Such signs shall comply with the following standards:

- a. All wall and projecting signs shall not exceed two (2) square feet for each foot of length of the front building wall or length of that portion of such wall which is devoted to such establishments or three hundred seventy-five (375) square feet, whichever is smaller. Said signs are permitted on a side or rear wall only if such wall abuts a street, driveway, or parking area. No sign shall be more than twenty-five (25) feet above the basic grade.
  - b. Freestanding signs shall not exceed one (1) square foot of sign area for each two (2) feet of lot frontage or three hundred seventy-five (375) square feet, whichever is smaller. Not more than one (1) such sign shall be placed on property in single and separate ownership unless such property fronts on more than one (1) street, in which case one (1) such sign may be erected on each street frontage.
  - c. No sign shall be more than twenty-five (25) feet above the basic grade. No sign shall be located beyond the side property line upon which it is situated where it abuts a residential district.
- (c) *Special provisions for signs in the G-C and G-I Districts.* In addition to the signage provisions set forth in this section, those portions of section 25-141 related to signage in the gateway (G-C and G-I) districts also apply.

**Sec. 25-413. Signs in the I-G District.**

No signs shall be permitted in the I-G District except as follows:

- (a) *On-premises signs.*
  - (1) Official traffic signs and other official federal, state, county, and city governmental signs.
  - (2) Neighborhood identification signs, pursuant to subsection 25-404(k).
  - (3) Occupant signs, pursuant to subsection 25-404(l) and 25-407(b)(3).
  - (4) Temporary signs, pursuant to subsection 25-404(p) and 25-407(b)(3).
  - (5) Low ground signs, pursuant to subsection 25-404(i).
  - (6) Wall and projecting signs, providing:
    - a. Signs shall not exceed two (2) square feet for each foot of length of the front building wall or length of that portion of such wall which is devoted to such establishment or three hundred seventy-five (375) square feet, whichever is smaller.
    - b. Signs are permitted on a side or rear wall only if such wall abuts a street, driveway, or parking area.

- c. No sign shall be more than twenty-five (25) feet above the basic grade, nor shall be closer than one hundred (100) feet to residential area.
  - d. No sign shall project higher than the roof line.
- (7) Freestanding signs, providing:
- a. Shall not exceed one (1) square foot of sign area for each two (2) feet of lot frontage or three hundred and seventy-five (375) square feet, whichever is smaller.
  - b. Not more than one (1) free standing sign shall be placed on a property unless it fronts on more than one (1) street, in which case one (1) such sign may be erected on each street frontage. In addition, one (1) freestanding sign, indicating the name of an industrial park and the industries within, may be erected along each highway on which the park fronts. The location and design of such signs shall be subject to review and approval by the planning commission.
  - c. No sign shall project higher than the roof line. No sign shall be located beyond the rear or side wall of the main building when the rear or side property line upon which it is situated abuts a residential district.

(b) *Planned industrial park sign requirements.*

- (1) One (1) sign, indicating the name of the industrial park and the industries therein, may be erected along each highway on which the development fronts. Such sign may be freestanding or attached to a wall or fence. Plans showing the proposed location and design of such sign shall be subject to approval by the planning commission.
- (2) Identification signs for individual industries shall be permanently attached to the building and shall preferably be part of the architectural design of a building. One (1) sign may be placed on the front, sides, or rear of a building or on all sides, provided the area conforms with the formula established in subsection (a)(7)a.
- (3) One (1) freestanding sign may be used only when an industry comprises a group of buildings. Such sign shall neither extend into any minimum required yard nor rise above the roof line of adjacent buildings. The sign shall not exceed the area derived from the formula established in subsection (a)(7)a.
- (4) A temporary sign not to exceed one hundred fifty (150) square feet may be erected during construction within the rear half of required yards facing upon streets. The purpose of such a sign is to identify the industry that will occupy the lot and the organizations or persons concerned with its construction. A temporary use permit shall be obtained from the office of the zoning administrator. Temporary signs shall be removed within thirty (30) days following completion of construction.

**File Attachments for Item:**

2. Ordinance 3973 (*2nd and 3rd readings*) - providing for the issuance and sale of an aggregate principal amount not to exceed \$3,350,000 of general obligation bonds of the Mayor and City Council of Cumberland



**ORDINANCE NO. 3973**

**MAYOR AND CITY COUNCIL OF CUMBERLAND  
INFRASTRUCTURE BONDS, 2024 SERIES A**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED AN ORDINANCE OF MAYOR AND CITY COUNCIL OF CUMBERLAND, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND (THE “ISSUER”), PROVIDING FOR THE ISSUANCE AND SALE OF AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED THREE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS (\$3,350,000.00) OF GENERAL OBLIGATION BONDS OF MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, TO BE KNOWN AS THE “MAYOR AND CITY COUNCIL OF CUMBERLAND INFRASTRUCTURE BONDS, 2024 SERIES A” (OR BY SUCH OTHER OR ADDITIONAL DESIGNATION OR DESIGNATIONS AS REQUIRED BY THE COMMUNITY DEVELOPMENT ADMINISTRATION IDENTIFIED HEREIN, THE “BONDS”), TO BE ISSUED AND SOLD PURSUANT TO THE AUTHORITY OF SECTIONS 4-101 THROUGH 4-255 OF THE HOUSING AND COMMUNITY DEVELOPMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED, FOR THE PURPOSE OF PROVIDING ALL OR A PORTION OF THE FUNDS NECESSARY FOR (I) FINANCING, REIMBURSING AND/OR REFINANCING COSTS OF THE PROJECTS GENERALLY IDENTIFIED HEREIN AS (A) OFFICE EQUIPMENT AND INFORMATION TECHNOLOGY IMPROVEMENTS, EQUIPMENT AND SOFTWARE, (B) NEW AND/OR REPLACEMENT VEHICLES AND VEHICLE IMPROVEMENTS/EQUIPMENT, (C) FACILITY AND INFRASTRUCTURE IMPROVEMENTS, (D) STREET IMPROVEMENTS, AND/OR (E) WATER SYSTEM, SEWER SYSTEM AND FLOOD CONTROL IMPROVEMENTS AND EQUIPMENT, (II) FUNDING A PORTION OF A CAPITAL RESERVE FUND AND/OR OTHER RESERVES, AND/OR (III) PAYING OR REIMBURSING ISSUANCE AND OTHER COSTS RELATED TO THE BONDS; PROVIDING THAT THE BONDS SHALL BE ISSUED UPON THE FULL FAITH AND CREDIT OF THE ISSUER; PROVIDING FOR THE DISBURSEMENT OF THE PROCEEDS OF THE SALE OF THE BONDS AND FOR THE LEVY OF ANNUAL TAXES UPON ALL ASSESSABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE ISSUER FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY SHALL RESPECTIVELY MATURE OR COME DUE; PROVIDING FOR THE FORMS, TENOR, DENOMINATIONS, MATURITY DATE OR DATES AND OTHER PROVISIONS OF THE BONDS; PROVIDING FOR THE SALE OF THE BONDS; AND PROVIDING FOR RELATED PURPOSES, INCLUDING, WITHOUT LIMITATION, THE METHOD OF FIXING THE INTEREST RATE OR RATES TO BE BORNE BY THE BONDS, THE APPROVAL, EXECUTION AND DELIVERY OF DOCUMENTS, AGREEMENTS, CERTIFICATES AND INSTRUMENTS, AND THE MAKING OF OR

Underlining = Indicates material added by amendment after introduction

~~Strike through~~ = Indicates material deleted by amendment after introduction

PROVIDING FOR THE MAKING OF REPRESENTATIONS AND COVENANTS CONCERNING THE TAX STATUS OF INTEREST ON THE BONDS.

RECITALS

**WHEREAS**, Mayor and City Council of Cumberland (the “Issuer”) is a municipal corporation of the State of Maryland organized under a charter (the “Charter”) adopted in accordance with Article XI-E of the Constitution of Maryland and operating under the Charter and other applicable law; and

**WHEREAS**, Sections 4-101 through 4-255 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended (the “Act”), authorize the Community Development Administration (the “Administration”), a governmental unit in the Division of Development Finance of the Department of Housing and Community Development, a principal department of the government of the State of Maryland, to provide financial assistance to political subdivisions and municipal corporations to finance, among other things, infrastructure projects and to establish a capital reserve fund in connection therewith; and

**WHEREAS**, pursuant to the authority of the Act, the Issuer has determined to issue its general obligation bonds in one or more series in the aggregate principal amount not to exceed Three Million Three Hundred Fifty Thousand Dollars (\$3,350,000.00) (the “Bonds,” as defined herein) for the purpose of providing all or a portion of the funds necessary for (i) financing, reimbursing and/or refinancing all or a portion of the costs of the Project (as defined in Section 1(a) hereof), (ii) funding a portion of a capital reserve fund and/or other reserves required by the Administration under the Program identified below, and/or (iii) paying or reimbursing issuance and other costs related to the Bonds; and

**WHEREAS**, the Issuer proposes to issue and sell the Bonds to the Administration, in connection with the Local Government Infrastructure Financing Program of the Administration (the “Program”); and

**WHEREAS**, it is the intention of the Issuer by this Ordinance to provide for the issuance and sale of the aforementioned Bonds and to obtain a loan or loans from the Administration pursuant to the Program (collectively, the “Loan”); and

**WHEREAS**, the Issuer intends to authorize the execution and delivery of the Bonds and all other documents, agreements, certificates and other materials related to the issuance, sale and delivery of the Bonds and the Loan; and

**WHEREAS**, the Administration intends to issue one or more series of its Local Government Infrastructure Bonds to finance the Loan and other loans to be financed pursuant to the Program.

Underlining = Indicates material added by amendment after introduction

~~Strike through~~ = Indicates material deleted by amendment after introduction

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

**Section 1. Authorization, Terms, Form of Bonds.**

(a) Mayor and City Council of Cumberland (the “Issuer”) shall borrow upon its full faith and credit and shall issue and sell upon its full faith and credit an aggregate principal amount not to exceed Three Million Three Hundred Fifty Thousand Dollars (\$3,350,000.00) of its general obligation bonds, to be issued pursuant to the authority of Sections 4-101 through 4-255 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended (the “Act”), to be known as the “Mayor and City Council of Cumberland Infrastructure Bonds, 2024 Series A” (or by such other or additional designation or designations as required by the Administration (as defined below) prior to issuance, including, without limitation, to identify separate series or subseries (collectively, the “Bonds” and, individually, a “Bond”). The proceeds from the sale of the Bonds shall be used for the public purpose of providing all or a portion of the funds necessary for (i) financing, reimbursing and/or refinancing all or a portion of the costs of certain projects identified as follows: (A) office equipment and information technology improvements, equipment and software (including, without limitation, computers, scanners, switches, and servers), (B) new and/or replacement vehicles (including, without limitation, patrol vehicles (including sport utility vehicles), administration vehicles, utility vehicles, light and heavy duty trucks, and ambulances, and equipment for any of the foregoing) and vehicle improvements/equipment for use by various City departments, including the Police, Fire, Street, Central Services, Water Distribution, and Sanitary Sewer Departments, (C) facility and infrastructure improvements (including, without limitation, wastewater treatment plant roof replacements/improvements and HVAC improvements), (D) street improvements (including, without limitation, paving/repaving and traffic control improvements), and/or (E) water system, sewer system and flood control improvements and equipment (including, without limitation, valve equipment, anthracite and sand filter media, SCADA system equipment and improvements, water main replacements, aeration return lines, sewer lining, flood gates, canal rewatering, and anaerobic digester improvements), together with, in each such case as is applicable with respect to the project components described in clauses (i)(A) through (E), the acquisition or payment for, improved or unimproved land, necessary property rights and equipment, related site and utility improvements, related planning, study, design, architectural, engineering, document development, bidding, permitting, acquisition, demolition, removal, construction, reconstruction, expansion, rehabilitation, renovation, repair, construction management, inspection, installation, improvement, furnishing and equipping expenses and other related expenses, paving, repaving, sidewalk, curb, gutter and drain work, landscaping, and functionally related activities necessary at the locations or facilities at or near which such undertakings occur, administrative, financial and legal expenses, and related or similar costs, and any such costs that may represent the Issuer’s share or contribution to such undertaking (collectively, the “Project”), (ii) funding a portion of a capital reserve fund and/or other reserves required by the Community Development Administration (the “Administration”) under the Program identified in subsection (b) below, and/or (iii) paying or reimbursing issuance and other costs related to the Bonds. Notwithstanding the foregoing description of the Project, the Mayor of the Issuer (the “Mayor”), in consultation with the City Administrator of the Issuer (the “City Administrator”), any other appropriate officials of the Issuer,

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and the Administration, is hereby authorized and empowered, on behalf of the Issuer, to determine prior to the sale of the Administration's Bonds (as defined in subsection (c) below) not to apply proceeds of the Bonds to finance, reimburse or refinance costs of any one or more components of the Project due to tax, budgetary or other considerations, including, without limitation, because the Mayor and City Council of the Issuer, the governing body of the Issuer (the "Mayor and City Council"), has determined not to finance, reimburse or refinance the costs of any particular contemplated project or because of other moneys becoming available for application to any of the purposes described in clauses (i) – (iii) above.

(b) The Bonds shall be issued as one or more fully registered bond certificate(s) in the aggregate principal amount not to exceed Three Million Three Hundred Fifty Thousand Dollars (\$3,350,000.00) payable to the Administration as the registered owner thereof. The Bonds shall be issued in such aggregate principal amount or such lesser aggregate principal amount as determined by the Mayor pursuant to subsection (g) below, which shall be equal to the aggregate principal amount of the loan or loans to the Issuer from the Administration (collectively, the "Loan") under the Local Government Infrastructure Financing Program of the Administration (the "Program").

(c) The Bonds shall be dated as of the date of issue, or as of such other date as is specified by the Administration; shall be numbered from R-1 upward or as otherwise required by the Administration; shall be initially registered in the name of the Administration or its designee; shall bear interest from the date of issuance of the Local Government Infrastructure Bonds issued by the Administration (the "Administration's Bonds"), payable semiannually on April 1 and October 1 or on such other days as the Administration may require in connection with the Program, at such annual rate or rates and be payable in annual principal installments at the designated office of the Administration or of the trustee for the Administration's Bonds.

(d) The Bonds shall bear interest at an aggregate rate or rates of interest for a total interest cost (expressed as a yield) not to exceed (1) 3.80 percent for a loan with a maturity of five years or fewer, (2) 3.90 percent for a loan with a maturity in excess of five years but no more than ten years, (3) 4.50 percent for a loan with a maturity in excess of ten years but no more than fifteen years, and (4) 5.00 percent for a loan with a maturity in excess of fifteen years but no more than twenty years, the actual rate or rates of interest to be borne by the Bonds to be determined and established by the Mayor acting pursuant to Section 1(g) of this Ordinance.

(e) The Bonds shall be in substantially the form set forth on Exhibit A attached hereto and made a part hereof, which form, together with all of the covenants and conditions therein contained, is hereby adopted by the Issuer as and for the form of obligation or obligations to be incurred by the Issuer and such covenants and conditions are hereby made binding upon the Issuer, including the promise to pay therein contained.

(f) The Bonds are to be issued in connection with the Program in order to provide all or a portion of the funds needed to (i) finance, reimburse and/or refinance all or a portion of the costs of the Project, (ii) fund a portion of a capital reserve fund and/or other reserves required by

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the Administration under the Program, and/or (iii) pay or reimburse costs of issuance and other related costs of the Bonds. Under the Program, the Issuer will enter into a Repayment Agreement and a Pledge Agreement with the Administration (respectively, the “Repayment Agreement” and the “Pledge Agreement”). The Issuer also will execute and deliver in connection with the issuance of the Bonds and the Program any additional documents, agreements, instruments and certificates requested by the Administration (which, together with the Repayment Agreement and the Pledge Agreement, are herein referred to as the “Program Documents”). The Program Documents shall be in such forms and shall contain such terms and conditions as shall be approved by the Mayor and/or the City Administrator as further provided in this Ordinance and as shall be acceptable to, and otherwise approved by, the Administration.

(g) Because this Ordinance is being passed before the details have been finalized for the financing pursuant to which the Administration will issue the Administration’s Bonds (the “Administration Financing”) that will fund the Loan to the Issuer under the Program, the Mayor is hereby authorized to make such changes to the amount and form of the Bonds, including insertions therein or additions or deletions thereto, as may be necessary or appropriate to conform the terms of the Bonds to the terms of the financing to be provided to the Issuer under the Program. Without limiting the foregoing, it is presently contemplated that the Loan will be in an amount not to exceed \$3,350,000.00 in aggregate principal amount hereby authorized, subject to final approval by the Administration; accordingly, the Mayor is specifically authorized: (i) to make changes to the aggregate principal amount of the Bonds in order to reflect the final aggregate principal amount of the Loan, not to exceed \$3,350,000.00 as approved by the Administration and accepted by the Issuer, (ii) with the assistance of the City Administrator and the Comptroller of the Issuer (the “Comptroller”), to determine the amortization term(s) of the Bonds taking into account the useful lives of the various components of the Project, not to exceed the maximum maturity as set forth in subsection (d) above, and (iii) to authorize and approve an interest rate or rates and payment schedule(s) reflecting the principal and interest payments with respect to the Bonds but not to exceed the maximum total interest cost to be borne by the Bonds for the applicable term(s) as set forth in subsection (d) above.

(h) This borrowing is in conformance with and does not exceed any and all applicable debt limitations under the Charter of the Issuer (the “Charter”).

(i) Certain provisions of this Section 1 are subject to the provisions of Section 14(c) of this Ordinance.

**Section 2. Execution and Completion of Documents.** The Bonds, the Repayment Agreement and the Pledge Agreement shall be executed on behalf of the Issuer by the manual or facsimile signature of the Mayor, and the seal of the Issuer shall be affixed thereto or reproduced thereon and attested by the manual signature of the City Clerk of the Issuer (the “City Clerk”). The other Program Documents shall be executed on behalf of the Issuer by the Mayor and/or the City Administrator. In the event any official whose signature appears on any of the Bonds or the Program Documents shall cease to be an official prior to the delivery of the Bonds or the Program Documents, or, in the event any official whose signature appears on any of the Bonds or the

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Program Documents becomes an official after the date of the issue, the Bonds or the Program Documents shall nevertheless be valid and binding obligations of the Issuer in accordance with their terms. The Mayor is hereby authorized, empowered and directed to complete the applicable form(s) of the Bonds and to make modifications, deletions, corrections or other changes thereto in any manner which the Mayor, in the Mayor's discretion, shall deem necessary or appropriate in order to complete the issuance and sale of the Bonds, as will not alter the substance thereof. The Mayor is hereby authorized, empowered and directed to complete the forms of the Repayment Agreement and the Pledge Agreement and to make modifications, deletions, corrections or other changes thereto in any manner in which the Mayor, in the Mayor's discretion, shall deemed necessary or appropriate in order to complete the execution and delivery of the Repayment Agreement and the Pledge Agreement in accordance with the provisions of this Ordinance, as will not alter the substance thereof. Either or both of the Mayor and the City Administrator is hereby authorized, empowered and directed to complete the applicable forms of the other Program Documents and to make modifications, deletions, corrections or other changes thereto in any manner which such official(s), in the discretion of such official(s), shall deem necessary or appropriate in order to complete the execution and delivery of the other Program Documents in accordance with the provisions of this Ordinance, as will not alter the substance thereof. The execution and delivery of the Bonds, the Repayment Agreement and the Pledge Agreement by the Mayor and the execution and delivery of the other Program Documents by the duly authorized applicable official(s) provided for in this Section 2 shall be conclusive evidence of such official's or officials' approval of the forms and substance thereof. To the extent appropriate, additional officials of the Issuer and counsel to the Issuer may be signatories to the Program Documents with respect to facts, representations, certifications, covenants and agreements within the scope of their respective responsibilities or authority. Certain provisions of this Section 2 are subject to the provisions of Section 14(c) of this Ordinance.

**Section 3. Registration of Bonds.** The City Clerk shall act as registrar for the Bonds and shall maintain registration books for the registration and registration of transfer of the Bonds; provided that, if at any time the registrar of the Bonds needs to take any action in such capacity, the position of the City Clerk is vacant or in the absence, disability or unavailability of the incumbent City Clerk, the authority to act as registrar for the Bonds shall be exercised in the following order of priority: (i) first, by any Assistant City Clerk of the Issuer appointed in accordance with the Charter (an "Assistant City Clerk"), (ii) second, if there is no incumbent Assistant City Clerk or in the absence, disability or unavailability of any Assistant City Clerk, the City Administrator, (iii) third, if the position of the City Administrator is vacant or in the absence, disability or unavailability of the City Administrator, by any acting or interim City Administrator of the Issuer selected in accordance with the Charter, and (iv) fourth, if there is no incumbent acting or interim City Administrator of the Issuer selected in accordance with the Charter or in the absence, disability or unavailability of any such incumbent official, by the Director of Administrative Services of the Issuer (the "Director of Administrative Services"). No security or bond shall be required of any of the officials identified in this Section 3 in the performance of the duties of registrar for the Bonds.

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The Issuer may deem and treat the person in whose name any Bond shall be registered upon the books of the Issuer as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, and interest on such Bond and for all other purposes.

**Section 4. Prepayment.** The Bonds are being issued in connection with the Program and will secure payment of the Administration's Bonds, which are being issued by the Administration to provide funds to purchase the Bonds from the Issuer, among other purposes. The Repayment Agreement limits the right of the Issuer to prepay the Bonds in accordance with restrictions upon the right of the Administration to redeem the Administration's Bonds. Accordingly, the Issuer may prepay the Bonds only in accordance with the provisions of the Repayment Agreement and the terms governing prepayments as set forth in the Bonds.

**Section 5. Replacement of Mutilated, Lost, Stolen, or Destroyed Bonds.** In case any Bond shall become mutilated or be destroyed, lost or stolen, the Issuer may cause to be executed and delivered a new Bond of like series or subseries, date and tenor and bearing the same or a different number, in exchange and substitution for each Bond mutilated, destroyed, lost or stolen, upon the owner paying the reasonable expenses and charges of the Issuer in connection therewith and, in the case of any Bond being destroyed, lost or stolen, upon the owner filing with the Issuer evidence satisfactory to it that such Bond was destroyed, lost or stolen, and furnishing the Issuer with indemnity satisfactory to it. Any Bond so issued in substitution for a Bond so mutilated, destroyed, lost or stolen: (i) may be typewritten, printed or otherwise reproduced in a manner acceptable to the Administration, and (ii) shall constitute an original contractual obligation on the part of the Issuer under this Ordinance whether or not the Bond in exchange for which said new Bond is issued shall at any later date be presented for payment and such payment shall be enforceable by anyone, and any such new Bond shall be equally and proportionately entitled to the benefits of this Ordinance with all other like Bonds, in the manner and to the extent provided herein.

**Section 6. Use of Proceeds.** The proceeds of the Bonds shall be held and invested by the Administration in its sole discretion and shall be:

(a) Administered and disbursed by the Administration pursuant to the Repayment Agreement. The proceeds of the Bonds shall be used, when and as required, to pay Development Costs (as defined in the Repayment Agreement).

(b) After the Project has been completed and all Development Costs in connection therewith have been paid, any balance of the proceeds of the sale of the Bonds held by the Administration under the Repayment Agreement may be applied to the next principal installment or installments coming due, payment of interest on the Bonds or prepayment of the Bonds, as permitted by the Administration.

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**Section 7. Covenants.** The Issuer covenants with the Administration and for the benefit of the Administration and the owners from time to time of the Bonds that so long as the Bonds or installments of principal thereunder shall remain outstanding and unpaid:

(a) The Issuer will duly and punctually pay, or cause to be paid, to the Administration or its designee the principal of the Bonds, premium (if any) and interest accruing thereon, at the dates and places and in the manner mentioned in the Bonds from unlimited ad valorem taxes in the event that available funds are inadequate to make such payment.

(b) The Issuer covenants that so long as any of the Bonds are outstanding and not paid, unless other funds are available for payment of principal of, premium, if any, and interest on the Bonds, it shall levy annually, in the manner prescribed by law, ad valorem taxes on all real and tangible personal property within its corporate limits subject to assessment for unlimited taxation in rate and amount sufficient to provide for the payment of the principal of and interest on the Bonds as the same become due and payable; and in the event that the revenues available from the taxes so levied in any fiscal year shall prove inadequate for the above purposes, the Issuer shall levy additional taxes in the succeeding fiscal year to make up such deficiency; and the full faith and credit and the unlimited taxing power of the Issuer are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Bonds as the same become due.

(c) The Issuer will promptly provide to the Administration (or to any person designated by the Administration) all financial information and operating data concerning the Issuer as may be required by the Administration in its discretion in order for the Administration to comply with the requirements of Rule 15c2-12 of the United States Securities and Exchange Commission, as in effect from time to time, applicable to the Administration's Bonds.

**Section 8. Ordinance a Contract.** The provisions of this Ordinance shall constitute a contract with the purchasers and owners from time to time of the Bonds, and this Ordinance shall not be repealed, modified or altered in any manner materially adverse to the Administration and/or the interests of such purchasers or owners while the Bonds or any portion thereof remain outstanding and unpaid without the consent of the owners of the Bonds and the Administration.

**Section 9. Pledge of Local Government Payments.** As contemplated and authorized by Section 4-229(b) of the Act, the Issuer hereby pledges, assigns and grants a lien and a security interest to the Administration, its successors in trust and assigns, in all right, title and interest of the Issuer in and to the Local Government Payments (as defined in the Pledge Agreement), now or hereafter acquired, (i) to secure payment of the principal of, premium, if any, and interest on the Bonds and any other Local Obligations (as defined in the Pledge Agreement) issued and to be issued from time to time by the Issuer under the Program and (ii) to provide for deposits to the capital reserve fund securing the Bonds and/or other reserves required under the Program the amount of the Issuer's portion of any deficiency in such capital reserve fund or such other reserves as the Administration shall require, all as more fully set forth and provided in the Pledge Agreement.

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**Section 10. Purchase Price of Bonds.** The Bonds shall be sold for cash in accordance with the terms and provisions of this Ordinance at par, or if premium or discount is permitted by law, at such premium or discount as is agreed to with the Administration in accordance with the terms and provisions of this Ordinance, and as authorized by Section 4-229(a) of the Act.

**Section 11. Sale of Bonds.** The Bonds shall be sold to the Administration under the Program at private sale, as authorized by Section 4-229(a) of the Act.

**Section 12. Authority to Take Action; Publication and Public Hearing.**

(a) To the extent not otherwise expressly provided for herein, the appropriate officials and employees of the Issuer are hereby authorized and directed to do all acts and things required of them by the provisions of this Ordinance, for the full, punctual and complete performance of all the terms, covenants and provisions of the Bonds, the Program Documents and this Ordinance and to do and perform all acts and to execute, seal and deliver all documents or instruments of writing which may be necessary or desirable to carry out the full intent and purpose of this Ordinance and the Program Documents.

(b) As required by the Act, prior to the issuance of the Bonds, the Issuer shall publish in a newspaper of general circulation in the jurisdiction of the Issuer a notice of the proposed issuance of the Bonds, which notice shall include the proposed amount of the issue, the nature of the projects to be financed or refinanced, the time and place of the public hearing, the name of the person(s) and address of the place where written comments may be sent, and the Issuer shall hold a public hearing on the proposed issuance of the Bonds. Such actions may be (or have been) taken prior to or simultaneously with the passage of this Ordinance.

(c) The Issuer shall comply with any publication and/or posting requirements set forth in the Charter that are determined to be applicable to this Ordinance.

**Section 13. Tax Matters**

(a) Any one or more of the Mayor, the City Administrator, the Treasurer of the Issuer (the "Treasurer") and/or the Comptroller shall be the officers of the Issuer responsible for the issuance of the Bonds within the meaning of the Arbitrage Regulations (defined herein). Any one or more of the Mayor, the City Administrator, the Treasurer and/or the Comptroller shall also be the officers of the Issuer responsible for the execution and delivery (on the date of issuance of the Bonds) of a certificate of the Issuer (the "Section 148 Certificate") which complies with the requirements of Section 148 ("Section 148") of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations thereunder (the "Arbitrage Regulations"), and such official or officials are hereby directed to execute the Section 148 Certificate and to deliver the same to the Administration on the date of the issuance of the Bonds. The Section 148 Certificate may be contained within any of the Program Documents at the discretion of the Administration.

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(b) The Issuer shall set forth in the Section 148 Certificate its reasonable expectations as to relevant facts, estimates and circumstances relating to the use of the proceeds of the Bonds, or of any monies, securities or other obligations to the credit of any account of the Issuer which may be deemed to be proceeds of the Bonds pursuant to Section 148 or the Arbitrage Regulations (collectively, “Bond Proceeds”). The Issuer covenants that the facts, estimates and circumstances set forth in the Section 148 Certificate will be based on the Issuer’s reasonable expectations on the date of issuance of the Bonds and will be, to the best of the certifying official’s or officials’ knowledge, true and correct as of that date.

(c) The Issuer covenants and agrees with each of the holders of any of the Bonds that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use of the Bond Proceeds which would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 and the regulations thereunder that are applicable to the Bonds on the date of issuance of the Bonds and that may subsequently lawfully be made applicable to the Bonds.

(d) The Issuer further covenants that it shall make such use of the proceeds of the Bonds, regulate the investment of the proceeds thereof, and take such other and further actions as may be required to maintain the excludability from gross income for federal income tax purposes of interest on the Bonds. All officials, officers, employees and agents of the Issuer are hereby authorized and directed to take such actions, and to provide such certifications of facts and estimates regarding the amount and use of the proceeds of the Bonds, as may be necessary or appropriate from time to time to comply with, or to evidence the Issuer’s compliance with, the covenants set forth in this Section.

(e) Any one or more of the Mayor, the City Administrator, the Treasurer and/or the Comptroller, on behalf of the Issuer, may make such covenants or agreements in connection with the issuance of Bonds issued hereunder as such official(s) shall deem advisable in order to assure the registered owners of such Bonds that interest thereon shall be and remain excludable from gross income for federal income tax purposes, and such covenants or agreements shall be binding on the Issuer so long as the observance by the Issuer of any such covenants or agreements is necessary in connection with the maintenance of the exclusion of the interest on such Bonds from gross income for federal income tax purposes. The foregoing covenants and agreements may include such covenants or agreements on behalf of the Issuer regarding compliance with the provisions of the Code as such applicable identified official(s) shall deem advisable in order to assure the registered owners of such Bonds that the interest thereon shall be and remain excludable from gross income for federal income tax purposes, including, without limitation, covenants or agreements relating to the investment of the proceeds of such Bonds, the payment of rebate (or payments in lieu of rebate) to the United States, limitations on the times within which, and the purpose for which, such proceeds may be expended, or the use of specified procedures for accounting for and segregating such proceeds. Such official(s) may also make on behalf of the Issuer any elections, designations or determinations authorized or permitted by the Code or the Arbitrage Regulations.

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#### **Section 14. Effective Date; Miscellaneous.**

(a) Notwithstanding the provisions of Section 82A(b)(3) of the Charter, pursuant to Section 4-232(c) of the Act, this Ordinance shall take effect from the date of its passage by the Mayor and City Council and its approval by the Mayor, and it is the intent hereof that the laws of the State of Maryland shall govern its construction and the construction of the Bonds. Any copy of this Ordinance duly certified by the City Clerk, any Assistant City Clerk or the City Administrator, or any such official's successor in office, shall constitute evidence of the contents and provisions hereof.

(b) Subject to the provisions of subsection (c) below, which subsection (c) shall control over the provisions of this subsection (b) in applicable circumstances, any reference to an official of the Issuer in this Ordinance shall be deemed to include any such official serving in an "acting" or "interim" capacity (e.g., the Acting City Administrator of the Issuer or the Interim City Clerk of the Issuer). Any reference to an official of the Issuer in this Ordinance shall be deemed to include references to such official if generally known by another title; titles of officials as used in this Ordinance correspond generally to the titles used in the Charter or the City Code of the Issuer (the "City Code").

(c) (i) It is the intention of the Mayor and City Council that, with respect to the authority granted solely to the Mayor pursuant to Sections 1 and 2 of this Ordinance, if there is a vacancy in the position of the Mayor or in the absence, disability or unavailability of the Mayor, such authority shall be exercised in the following order of priority: (A) first, by any Acting Mayor of the Issuer appointed by the City Council of the Issuer in accordance with the Charter (the "Acting Mayor"), (B) second, if no Acting Mayor has been appointed or in the absence, disability or unavailability of any incumbent Acting Mayor, by the City Administrator, and (C) third, if the position of the City Administrator is vacant or in the absence, disability or unavailability of the City Administrator, by any acting or interim City Administrator designated or appointed in accordance with the Charter.

(ii) It is the intention of the Mayor and City Council that if the position of the City Clerk is vacant or in the absence, disability or unavailability of the City Clerk, the authority to attest to the affixed or reproduced seal of the Issuer on the Bonds, the Repayment Agreement or the Pledge Agreement shall be exercised in the following order of priority: (A) first, by any Assistant City Clerk, (B) second, if no Assistant City Clerk has been appointed or in the absence, disability or unavailability of any Assistant City Clerk, by the City Administrator, (C) third, if the position of the City Administrator is vacant or in the absence, disability or unavailability of the City Administrator, by any acting or interim City Administrator of the Issuer designated or appointed in accordance with the Charter, and (D) fourth, if no acting or interim City Administrator of the Issuer has been designated or appointed in accordance with the Charter or such incumbent official is absent, disabled or unavailable, by the Director of Administrative Services; provided that, the City Administrator or any acting or interim City Administrator of the Issuer may not both execute any of the Bonds, the Repayment Agreement or the Pledge Agreement in accordance with

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Section 14(c) of this Ordinance and attest to the seal of the Issuer affixed to or reproduced on such Bonds, such Repayment Agreement or such Pledge Agreement.

(d) Notwithstanding the foregoing provisions of this Ordinance, but subject to the provisions of subsection (c) above, which subsection (c) shall control over the provisions of this subsection (d) in applicable circumstances, in the event the position of any official who is referred to by title in this Ordinance is vacant at the time any action authorized to be taken by such official in accordance with the provisions of this Ordinance shall occur, and no person has been appointed to such position (including in an acting or interim capacity) and is incumbent in such position, references in this Ordinance to such official shall be deemed to refer to any other appropriate official of the Issuer charged with such responsibilities under the Charter or the City Code or, to the extent not so provided for in the Charter or the City Code, as designated by the Mayor and City Council by motion or other appropriate action, including, without limitation, any applicable “deputy,” “associate,” or “assistant” official. Written evidence of any such designation shall be provided to the Administration. Notwithstanding the foregoing sentence, in the event two or more officials are charged with responsibility for taking any actions in accordance with the provisions of this Ordinance and only one such position is filled at the applicable time, any such action may be taken solely by the remaining official. References in this Ordinance to the term “official” shall be construed to include “employee” where applicable.

(e) References in this Ordinance to the phrases “to finance,” “to pay” or “to fund” or similar phrases shall be deemed to refer to and include “to reimburse” or “to refinance” or similar phrases.

(f) References in this Ordinance to the phrase “including” and similar phrases shall be deemed to refer to and include “including, but not limited to,” “including, without limitation,” or similar phrases.

(g) To the extent not paid from proceeds of the Bonds, the Issuer shall pay costs of issuance relating to the Bonds from other available sources. References in this Ordinance to “costs of issuance” or “issuance costs” of the Bonds shall be deemed to include the costs of issuance or issuance costs of the Administration’s Bonds allocable to the Issuer in accordance with the Program. The Mayor and City Council expressly acknowledges the obligation of the Issuer to pay the allocable fees of the Administration’s bond counsel in the event the Issuer withdraws from the Program.

(h) The proceeds of the Bonds, including any premium of the Administration’s Bonds that may be allocated to the Issuer, are hereby appropriated for purposes of the Project and the other purposes specified in this Ordinance.

(i) Any actions taken by officials of the Issuer in connection with the Issuer’s anticipated participation in the Program prior to the effective date of this Ordinance are hereby ratified, confirmed and approved.

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(j) The title of this Ordinance shall be deemed to be, and is, a fair summary of this Ordinance for all purposes.

(k) Pursuant to Section 4-232(b) of the Act, this Ordinance shall be subject to petition to referendum by the qualified voters of the Issuer in accordance with Section 82A(c) of the Charter provided that the petition is filed not later than 20 days after this Ordinance is passed by the Mayor and City Council. The provisions of Section 82A(c) of the Charter allowing for a referendum petition to be filed within 30 days following passage of a bond ordinance shall be disregarded and the provisions of Section 4-232(b) of the Act shall control the period in which any referendum petition must be filed.

(l) The Mayor's signature on this Ordinance constitutes and signifies his approval of this Ordinance as required by Section 4-232(a)(1)(ii) of the Act.

(m) The provisions of this Ordinance shall be liberally construed in order to effectuate the transactions contemplated hereby.

MAYOR AND CITY COUNCIL OF  
CUMBERLAND

(SEAL)

\_\_\_\_\_  
Raymond M. Morriss  
Mayor

ATTEST:

\_\_\_\_\_  
Allison K. Layton, City Clerk

Introduced: \_\_\_\_\_, 2024

Passed: \_\_\_\_\_, 2024

Effective: \_\_\_\_\_, 2024

Exhibit A. – Form of Bond

#234178;10002.080

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**United States of America  
State of Maryland  
Mayor and City Council of Cumberland  
Infrastructure Bond, 2024 Series [A]**

No. R-\_\_\_\_\_ \$ \_\_\_\_\_

Mayor and City Council of Cumberland, a municipal corporation duly organized and existing under the Constitution and laws of the State of Maryland (the “Issuer”), hereby promises to pay to the

Maryland Community Development Administration

or its registered assigns, the principal amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), plus interest on each unpaid principal installment at rates per annum resulting in the total interest cost (“TIC”) (expressed as a yield) set forth on Exhibit A attached hereto, in lawful money of the United States of America, as follows: (a) interest on the outstanding and unpaid principal of this bond shall be due and payable in semiannual payments commencing on \_\_\_\_\_, 20\_\_, and continuing on the first day of [October] and [April] in each year thereafter until final maturity; and (b) principal of this bond shall be paid commencing on \_\_\_\_\_ and on \_\_\_\_\_ in each year thereafter until final maturity in the aggregate amount of principal installments as set forth on Exhibit A. Payment of the principal hereof and the interest due hereon shall be made by check mailed to the address of the registered owner of this bond as shown on the registration books maintained by the Issuer, or in such other manner and to such other address as the registered owner of this bond may designate. If any payment of the principal of or interest on this bond shall be due on a day other than a Business Day (defined herein), such payment shall be made on the next Business Day with like effect as if made on the originally scheduled date. A “Business Day” is any day other than a Saturday, Sunday or legal holiday in the State of Maryland observed as such by the Issuer.

In the event any payment hereon (whether principal, interest or both) is not paid when due and payable, such payment shall continue as an obligation of the Issuer and shall bear interest until paid at the rate or rates of interest borne by this bond.

This bond, designated as “Mayor and City Council of Cumberland Infrastructure Bond, 2024 Series [A]” (this “Bond”), is a general obligation of the Issuer, and has been duly issued by the Issuer for the purpose of providing all or a portion of the funds necessary for (i) financing, reimbursing and/or refinancing all or a portion of the costs of certain projects identified as follows:

Underlining = Indicates material added by amendment after introduction  
~~Strike through~~ = Indicates material deleted by amendment after introduction

(A) office equipment and information technology improvements, equipment and software (including, without limitation, computers, scanners, switches, and servers), (B) new and/or replacement vehicles (including, without limitation, patrol vehicles (including sport utility vehicles), administration vehicles, utility vehicles, light and heavy duty trucks, and ambulances, and equipment for any of the foregoing) and vehicle improvements/equipment for use by various City departments, including the Police, Fire, Street, Central Services, Water Distribution, and Sanitary Sewer Departments, (C) facility and infrastructure improvements (including, without limitation, wastewater treatment plant roof replacements/improvements and HVAC improvements), (D) street improvements (including, without limitation, paving/repaving and traffic control improvements), and/or (E) water system, sewer system and flood control improvements and equipment (including, without limitation, valve equipment, anthracite and sand filter media, SCADA system equipment and improvements, water main replacements, aeration return lines, sewer lining, flood gates, canal rewatering, and anaerobic digester improvements), (ii) funding a portion of a capital reserve fund and/or other reserves required by the Administration, and/or (iii) paying issuance and other costs related to this Bond. Unless paid from other sources, the Issuer covenants that so long as any portion of this Bond is outstanding and not paid, it shall levy annually, in the manner prescribed by law, ad valorem taxes on all real and tangible personal property within its corporate limits subject to assessment for unlimited taxation in rate and amount sufficient to provide for the payment of the principal of and interest on this Bond as the same become due and payable.

This Bond is issued pursuant to the authority of Sections 4-101 through 4-255 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended, Sections 81 and 82A of the Charter of the Issuer, and Ordinance No. \_\_\_\_\_ of the Issuer passed by the Mayor and City Council of the Issuer on \_\_\_\_\_, 2024 and effective on \_\_\_\_\_, 2024 (the “Ordinance”). The full faith and credit of the Issuer are hereby irrevocably pledged to the payment of the principal of this Bond and the interest to accrue hereon.

This Bond is issued in connection with the Local Government Infrastructure Financing Program of the Community Development Administration, a governmental unit in the Division of Development Finance of the Department of Housing and Community Development, a principal department of the government of the State of Maryland (the “Administration”). This Bond is subject to the terms and conditions of the Repayment Agreement dated as of \_\_\_\_\_, 2024, between the Issuer and the Administration (the “Repayment Agreement”).

This Bond is subject to prepayment by the Issuer to the extent provided in the Repayment Agreement.

Notice of prepayment shall be given, the date of prepayment determined, and all prepayments of this Bond shall be applied in accordance with the provisions of the Repayment Agreement.

The Issuer may treat the person in whose name this Bond is registered as the absolute owner hereof, whether or not this Bond shall be overdue, for the purpose of receiving payment thereof

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and for all other purposes whatsoever, and shall not be affected by any notice to the contrary, except as provided below.

This Bond is assignable and upon such assignment the assignor shall promptly notify the Issuer by certified mail, and the assignee shall surrender this Bond to the Issuer for transfer on the registration records and verification of the portion of the principal amount hereof and interest hereon paid or unpaid, and every such assignee shall take this Bond subject to such condition. In connection with any transfer of this Bond, the Issuer may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such transfer and any reasonable fees or expenses of the Issuer incurred in connection with such transfer.

Principal of this Bond is paid in annual installments and this Bond is subject to partial redemption without any notation of such payment being made on this Bond or the surrender of this Bond for cancellation and the issuance of a new Bond or Bonds in the amount of the unpaid principal hereof. Accordingly, the outstanding principal of this Bond may be less than the stated face amount hereof and any purchaser or transferee of this Bond should contact the Issuer and the prior owner of this Bond to ascertain the outstanding face amount hereof.

As declared by Section 4-231(c) of the Housing and Community Development Article of the Annotated Code of Maryland, as amended, this Bond shall have and possess all the attributes of negotiable instruments as provided in Section 19-224 of the Local Government Article of the Annotated Code of Maryland, as amended. This Bond is issued with the intent that the laws of the State of Maryland shall govern its construction.

No recourse shall be had for the payment of the principal of, the interest on, or for any claim based hereon or on the Ordinance against any elected or appointed official or employee, past, present or future of the Issuer or any agency thereof; and any such recourse, claim or liability is expressly waived by acceptance by the owner of the delivery of this Bond.

It is hereby certified and recited that each and every act, condition and thing required to exist, to be done, to have happened and to be performed precedent to and in the issuance of this Bond does exist, has been done, has happened and has been performed in full and strict compliance with the Constitution and laws of the State of Maryland, the Charter of the Issuer and the proceedings of the Issuer.

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IN WITNESS WHEREOF, Mayor and City Council of Cumberland has caused this Bond to be signed in its name by the manual or facsimile signature of its [Mayor] and its corporate seal to be affixed hereto and attested by the manual signature of the [City Clerk], as of \_\_\_\_\_, 2024.

(SEAL)

ATTEST:

MAYOR AND CITY COUNCIL OF  
CUMBERLAND

\_\_\_\_\_  
[City Clerk]

By: \_\_\_\_\_  
[Mayor]

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BOND PAYMENT SCHEDULE

[Repayment Schedule to be Inserted.]

Each installment of Principal and Interest or Interest alone shall be the aggregate of amounts set forth in this Exhibit A for the date of such payment as shown under the heading designated “[Total].”

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**File Attachments for Item:**

. Ordinance 3974 (*1st reading*) - enacting Division 4 of Article V of the Code of the City of Cumberland entitled "Arts Commission" pertaining to the composition, terms of service and the general purpose of the Arts Commission

**ORDINANCE NO. 3974**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED “AN ORDINANCE TO ENACT DIVISION 4 OF ARTICLE V OF THE CODE OF THE CITY OF CUMBERLAND TO BE ENTITLED ‘ARTS COMMISSION’ PERTAINING TO THE COMPOSITION, TERMS OF SERVICE AND GENERAL PURPOSE OF THE ARTS COMMISSION.”

**WHEREAS**, the Mayor and City Council recognize the important role of art in the cultural enrichment of City residents, the aesthetic quality of the City’s physical environment, and in the City’s community character and civic identity;

**WHEREAS**, public art enhances publicly owned places and contributes a sense of ownership and community pride in public facilities and spaces for City residents;

**WHEREAS**, the establishment of an Arts Commission will further the city’s goal of incorporating art into City-owned public places and encouraging public programs to promote the visual, literary and performing arts; and

**WHEREAS**, the establishment of an Arts Commission will not interfere with the Allegany Arts Council’s fulfillment of its obligations under the terms of an Arts & Entertaining Districts Operating Support Letter of Agreement FY2022 between the City and the Allegany Arts Council regarding the Arts and Entertainment District, which obligations include developing, promoting and supporting diverse artistic and cultural centers so as to preserve a sense of place, provide unique local experiences, attract tourism, and spur economic revitalization and neighborhood pride.

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that Division 4 of Article V of the Code of the City of Cumberland be and it is hereby enacted, henceforth to read as follows:

**DIVISION 4. – ARTS COMMISSION**

**Sec. 2-246. – Created.**

There is hereby created a commission to be known and designated as the “Arts Commission.”

**Sec. 2-247. – Purpose.**

The primary purpose of the Arts Commission is to identify and actively encourage the development and sustainability of the established and recognized art district by serving as the City's primary resource in matters of public art and culture, as provided for in this chapter.

**Sec. 2-248. – Members**

- (a) The Arts Commission shall be composed of no more than ten (10) members. Six (6) of the members shall be members at large appointed by the mayor and city council, at least one (1) of whom must be a member of the city council or a city employee. The other four (4) members shall be selected by the following entities from their membership, officers, or members of their boards of directors:
  - (i) The Allegany Arts Council;
  - (ii) The Downtown Development Commission;
  - (iii) The Historic Preservation Commission; and
  - (iv) The Canal Place Heritage Area.

In the event one (1) of the foregoing entities fails to submit the name of a prospective member within two (2) weeks of a written request from the city, the mayor and city council may make that appointment on that occasion.

- (b) Initially, the four (4) non-at-large members shall serve three (3) year terms, three (3) at-large members shall serve two (2) year terms, and three (3) at-large members shall serve one (1) year terms. Thereafter, members shall serve for three (3) years.
- (c) Notwithstanding anything herein to the contrary, members shall serve until their successors are appointed.
- (d) In selecting members of the arts commission, the appointing entities shall consider appointing, but shall not be required to appoint, artists, art gallery curators and others engaged in the creation and display of artwork, and those employed in the arts entertainment field.
- (e) Vacancies caused by death, resignation, or otherwise shall be filled for the unexpired term in the same manner as original appointments are made.

- (f) Arts Commission members serve at the pleasure of the mayor and city council. By a majority vote, and for any reason or no reason at all, the mayor and city council may remove any member without regard to who appointed that individual.
- (g) Members of the Arts Commission must reside in the city, work in the city, or own a business or property in the city.
- (h) Members of the Arts Commission shall serve without compensation.

**Sec. 2-248. - Powers, duties and responsibilities.**

- (a) The Arts Commission shall advise the mayor and city council on matters pertaining to artwork. The term “artwork” as used in this division shall include, without limitations, paintings, murals, stained glass, sculptures, bas-reliefs, monuments, fountains, arches or other structures of a permanent or temporary character intended for ornament or commemoration or any such graphic display as may be incorporated into the design and construction of improvements deemed to illustrate historical, tribal, cultural or artistic impression on public and private property in the City of Cumberland Arts and Entertainment District.
- (b) The Art Commission shall be responsible for:
  - 1. Establishing criteria for the implementation of its obligations;
  - 2. Identifying projects that could benefit from artists’ involvement;
  - 3. Recommending artists to be commissioned to create artwork which is consistent with the venue, community standards, and plans of the city;
  - 4. Providing advice to the mayor and city council regarding the maintenance of public artwork;
  - 5. Advising the mayor and city council on artwork that could be placed on city property, public spaces, or private property which can be viewed by the public in the City of Cumberland Arts and Entertainment District;
  - 6. Reviewing and making recommendations to the mayor and city council on the placement, display, and maintenance of artwork acquired or to be acquired by the city;
  - 7. Providing public information about artwork in the city and art-related activities in or affecting the city;

8. Serving as the “point of contact” for individuals and groups to bring their concerns and ideas regarding public artwork to the city;
6. Exploring, promoting and encouraging arts-related projects and events in the city; and
7. Performing such other duties as directed by the mayor and city council from time to time.

**Sec. 2-249. – Officers, meetings, etc.**

- (a) The arts commission shall be organized by the election of a chairperson, vice chairperson, and secretary. It shall adopt written bylaws or rules and regulations for the conduct of its business, including, but not limited to, the appointment and terms of service of the chairperson, vice chairperson and secretary, the removal of members from those offices, notice for meetings, and other matters pertaining to the scheduling and conduct of regular and special meetings, and other protocols and procedures for the conduct of their meetings.
- (b) The Arts Commission shall meet no less frequently than once quarterly.
- (c) Annually, the Arts Commission shall submit a written report to the mayor and city council, covering its activities for the past year and its plans for the forthcoming year. Such report shall be submitted between July 1 and July 31.

SECTION 2: AND BE IT FURTHER ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that this Ordinance shall take effect from the date of its passage.

Passed this \_\_\_\_\_ day of February, 2024.

\_\_\_\_\_  
Raymond M. Morris, Mayor

ATTEST:

\_\_\_\_\_  
Allison Layton, City Clerk

**File Attachments for Item:**

. Ordinance 3975 (*1st reading*) - to repeal and reenact with amendments Article V of Chapter 15 of the City Code (Sections 15-80 to 15-90), inclusive, pertaining to parades and special events for the purpose of adding provisions for "small events", amending the definition of special events and making other minor changes



**ORDINANCE NO. 3975**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, ENTITLED "AN ORDINANCE TO REPEAL AND REENACT WITH AMENDMENTS ARTICLE V OF CHAPTER 15 OF THE CITY CODE, I.E., SECTIONS 15-80 TO 15-90, INCLUSIVE, PERTAINING TO PARADES AND SPECIAL EVENTS, FOR THE PURPOSE OF ADDING PROVISIONS FOR "SMALL EVENTS", AMENDING THE DEFINITION OF SPECIAL EVENTS TO INCLUDE EVENTS INVOLVING THE AMPLIFICATION OF SOUND, MAKING MINOR NON-SUBSTANTIVE CHANGES, AND MAKING OTHER CHANGES CONSISTENT WITH THE FOREGOING."

WHEREAS, the City's Parades and Special Events Ordinance (Article V of Chapter 15 of the City Code) does not include provisions for the permitting of small events;

WHEREAS, in creating small events as a new category of events requiring a permit, the Mayor and City Council hope to facilitate the process of approving events to be held by non-profit entities and community groups;

WHEREAS, as currently drafted, the Parades and Special Events Ordinance (to be renamed the Parades, Special Events and Small Events Ordinance) does not address the amplification of sound; and

WHEREAS, the Mayor and City Council have determined that it is in the best interest of the public at large for the City to take into account the effect amplified sound will have upon persons and businesses within hearing distance of a parade or special event.

NOW THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that Sections 15-80 to 15-90 of the Code of the City of Cumberland (1991 Edition) are hereby repealed and reenacted with amendments and shall read as is set forth in the Exhibit A attached hereto. [NOTE: A text-edited version of the changes made is attached hereto as Exhibit B.]

SECTION 2: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this \_\_\_\_ day of March, 2024.

\_\_\_\_\_  
Raymond M. Morriss, Mayor

ATTEST:

\_\_\_\_\_  
Allison Layton, City Clerk

# **EXHIBIT A**

PART II - CUMBERLAND CITY CODE  
Chapter 15 - PARKS AND RECREATION  
ARTICLE V. PARADES, SPECIAL EVENTS AND SMALL EVENTS

ARTICLE V. PARADES, SPECIAL EVENTS AND SMALL EVENTS

**Sec. 15-80. Applicability; short title.**

The terms of this article shall apply to parades, special events and small events, as indicated hereinafter. The short title of this article shall be the Parades, Special Events and Small Events Ordinance.

**Sec. 15-81. Definitions.**

As used in this article, the following definitions apply:

*Parade* means any parade, march, race or procession upon any street, excluding:

- (1) Funeral processions;
- (2) Students going to and from school classes or participating in educational activities, providing such conduct is under the immediate direction and supervision of the proper school authorities; and
- (3) Governmental agencies acting within the scope of their functions.

*Permit* means a permit for a parade, special event or small event.

*Small event* means any activity held on city property (i) that is hosted by a non-profit entity or a community group, (ii) that is not promoted by a third party without the use of a third-party promoter, (iii) that does not involve the sale of food, alcohol, merchandise or anything else, (iv) which does not involve the amplification of sound through a loudspeaker, microphone, or any other device or instrument which amplifies sound, and (v) which does not require any overtime work by city employees. Activities organized by the downtown development commission within its special taxing district are excluded from this definition.

*Special event* means any activity held on city property (i) which is expected to draw a crowd in excess of fifty (50) people, (ii) which involves the sale of food, alcohol, merchandise, or anything else, (iii) which involves the erection or placement of a stand, tent, platform or other structure, or (iv) which involves the amplification of sound through a loudspeaker, microphone, or any other device or instrument which amplifies sound. Activities organized by the downtown development commission within its special taxing district are excluded from this definition.

**Sec. 15-82. Permit required.**

No person shall organize, hold or start a parade, special event or small event without a permit. A violation of this provision shall constitute a municipal infraction, punishable by a fine of five hundred dollars (\$500.00). Each day a violation occurs shall constitute a separate offense.

**Sec. 15-83. Compliance with laws and regulations.**

A permit applicant shall be responsible for ensuring that the parade, special event or small event is conducted in compliance with all permit requirements and conditions and with all applicable laws, ordinances, rules, and regulations. The applicant shall also be responsible for securing any permits which

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may be required by other governmental agencies for the conduct of the parade, special event or small event and the activities associated therewith.

**Sec. 15-84. Application.**

- (a) A person desiring a permit for a parade, special event or small event shall file an application with the city clerk on forms provided by such officer. Such application shall be filed not less than thirty (30) days before the date proposed for the parade, special event or small event.
- (b) The application for a permit shall include the following information:
  - (1) The name, address, telephone number and e-mail address of the person organizing the parade, special event or small event and who will be responsible for its conduct;
  - (2) If the parade, special event or small event is proposed to be conducted for, on behalf of or by an organization, the name, address, telephone number and e-mail address, as applicable, of the headquarters of the organization and the same information for the individual officer who will be responsible for its conduct;
  - (3) The date the parade, special event or small event will be conducted;
  - (4) As to a parade, the route to be traveled, the starting point and the termination point, the location of any assembly area, and whether the parade will occupy all or only a portion of the width of the streets proposed to be traversed;
  - (5) As to a special event or small event, the boundaries of the location where it will be held and a sketch showing the location of any stands, tents, platforms and other structures that will be erected or placed on site;
  - (6) As applicable, the approximate number of persons and vehicles that are expected to be present and, as to vehicles, the number and types thereof;
  - (7) The hours the parade, special event or small event will start and terminate;
  - (8) The time at which the units/facilities of the parade, special event or small event will begin to be assembled and when their disassembly will be completed;
  - (9) Any additional information that the city clerk deems to be reasonably necessary for the city administrator to make a fair decision regarding whether a permit should be issued; and
  - (10) Whether a waiver of the insurance requirements set forth in section 15-88 is being requested and, if so, a statement describing which of those requirements should be waived and the good cause that serves as the basis for the request.
- (c) For good cause shown and to the extent practicable, the city administrator, may waive the thirty-day requirement of subsection (a).

**Sec. 15-85. Fees.**

- (a) *Permit fee.* A nonrefundable permit fee of one hundred fifty dollars (\$150.00) shall be paid upon submission of a permit application for a parade or special event. A nonrefundable permit fee of twenty-five dollars (\$25.00) shall be paid upon the submission of a permit application for a small event.
- (b) *Payment of overtime/compensatory time.* Upon consultation with the police, fire and street departments, the city administrator shall estimate the overtime/compensatory time and other costs the city is likely to incur as a result of the conduct of the parade or special event and, unless waived by the city council or by the city administrator as provided for in subsection (d), those estimated

costs shall be paid before a permit is issued. Unless the aforesaid waiver is granted, the permit applicant shall be liable for the actual costs of the parade or special event which exceed the estimated costs and shall pay those costs within fifteen (15) days of the date of the submission of an invoice therefor. Notwithstanding the foregoing, there shall be no charge for the first eight (8) hours of overtime/compensatory time paid by the city for work performed by personnel from each of the departments previously mentioned herein. A small event may not require any overtime or compensatory time for city employees. If they do, the city administrator, police chief or either of their designees may revoke the permit

- (c) *Exemptions from payment.* The South Cumberland Business and Civic Association's annual Halloween parade and Heritage Days are exempt from the requirements of subsection (b).
- (d) *Cost payment waivers.* The city administrator shall have the authority to waive the requirements of subsection (b) upon consideration of the following criteria:
  - (1) The applicant's ability to pay the costs;
  - (2) Whether the event will be held if the applicant is required to pay the costs;
  - (3) The number of persons expected to be in attendance;
  - (4) Whether alcohol will be provided;
  - (5) The extent to which the event is disruptive to the normal flow of vehicular and pedestrian traffic on city sidewalks, roads and other rights of way;
  - (6) The extent to which residents' use of or access to city-owned property is impeded; and
  - (7) The location, duration, time and date of the parade or special event.

The city administrator may not consider the expected content of the speech associated with the parade, special event or small event in determining whether a waiver should be granted.

#### **Sec. 15-86. Standards for permit issuance.**

A permit shall be issued when, upon consideration of the application and such information as may otherwise be obtained, and after consultation with the police, fire and street departments, the city administrator finds it is likely that:

- (a) The conduct of the parade, special event or small event will not substantially interrupt the safe and orderly movement of traffic contiguous to the parade route or the location of the special event or small event;
- (b) The set up for and conduct of the parade, special event or small event will not require the diversion of so great a number of police officers or fire department personnel as to impair the city's ability to provide adequate police and fire protection elsewhere in the city;
- (c) The set up for and conduct of the parade, special event or small event will not require the diversion of so great a number of street department staff that they shall be precluded from performing their normally assigned duties;
- (d) The conduct of such parade, special event or small event will not interfere with the movement of firefighting and emergency medical services equipment in route to or from a fire or emergency; and
- (e) As to a parade, it is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays.

### **Sec. 15-87. Permit conditions.**

- (a) *Standard conditions.* All permits are subject to the following standard conditions with or without further notification:
- (1) If vehicles will be loading, unloading or parking on the pedestrian mall, the applicant must obtain permission and a sign from the downtown development commission at least ten (10) days in advance of the parade, special event or small event.
  - (2) Compliance with the insurance requirements set forth in this article is mandatory.
  - (3) At events where the consumption of alcohol is permitted, no glass beverage containers shall be permitted unless approved by the city council.
  - (4) The applicant shall indemnify and hold the city harmless from any and all claims, actions, suits, procedures, costs, fines expenses, damages and liabilities, including, but not limited to, attorneys' fees, court costs and litigation expenses arising out of, as an incident to or as a result of the conduct of a parade, special event or small event except for those caused by the grossly negligent or intentionally harmful acts of the city's representatives or employees.
  - (5) The applicant must comply with all city, county, state and federal laws, rules, regulations and ordinances, including, but not limited to, those pertaining to the issuance of permits other than a permit issued under the terms of this article of the code. The issuance of a permit is not a substitute for or evidence of compliance with the foregoing.
- (b) *Optional conditions.*
- (1) If deemed necessary because of the nature of a parade, special event or small event or because of a failure on the part of organizers to restore or clean up after the conduct of a previously conducted parade, special event or small event, the city administrator may require the applicant to post a bond to cover the projected costs of restoration and cleanup.
  - (2) Upon the advice of department heads and the downtown development commission, if the parade, special event or small event travels through or is within the downtown development commission's special taxing district, the city administrator may impose such other conditions as are reasonably necessary for the safety, health and general welfare of the public.

### **Sec. 15-88. Insurance requirements.**

The applicant shall be responsible for obtaining and maintaining comprehensive general public liability insurance covering personal injury and property damage in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate and shall furnish the city with a certificate of insurance evidencing the procurement of the coverage required hereunder and proof that the premium has been paid no later than ten (10) days prior to the date of the parade, special event or small event. Each policy shall provide that it shall not be subject to cancellation, material change, or non-renewal without at least fifteen (15) days' prior written notice to the city. Each policy shall name "Mayor and City Council of Cumberland" as an additional insured. The city administrator may waive or modify these requirements on a case-by-case basis upon consideration of the following criteria:

- (1) The applicant's ability to pay the premium;
- (2) Whether the event will be held if the applicant is not granted a waiver or modification;
- (3) The extent to which the parade, special event or small event is expected to expose the city to liability beyond that which exists on a day-to-day basis;
- (4) Whether alcohol will be provided; and

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- (5) Any other factors which relate solely to whether and how much insurance coverage should be required.

**Sec. 15-89. Notice of denial.**

If an application for a permit is denied, the city administrator shall send written notice of the denial to the applicant by mail or e-mail no later than fourteen (14) days after the date of the filing of the application and the production of all of the information required by section 15-84.

**Sec. 15-90. Revocation.**

The city administrator may revoke a permit issued in accordance with this article for good cause shown, including, but not limited to, the applicant's failure to comply with the requirements of this article.



# **EXHIBIT B**

PART II - CUMBERLAND CITY CODE  
Chapter 15 - PARKS AND RECREATION  
ARTICLE V. PARADES ~~AND~~, SPECIAL EVENTS AND SMALL EVENTS

ARTICLE V. PARADES, ~~AND~~ SPECIAL EVENTS AND SMALL EVENTS

**Sec. 15-80. Applicability; short title.**

The terms of this article shall apply to parades, ~~and~~ special events and small events, as indicated hereinafter. The short title of this article shall be the Parades, ~~and~~ Special Events and Small Events Ordinance.

**Sec. 15-81. Definitions.**

As used in this article, the following definitions apply:

*Parade* means any parade, march, race or procession upon any street, excluding:

- (1) Funeral processions;
- (2) Students going to and from school classes or participating in educational activities, providing such conduct is under the immediate direction and supervision of the proper school authorities; and
- (3) Governmental agencies acting within the scope of their functions.

*Permit* means a permit for a parade, ~~or~~ special event or small event.

*Small event* means any activity held on city property (i) that is hosted by a non-profit entity or a community group, (ii) that is not promoted by a third party without the use of a third-party promoter, (iii) that does not involve the sale of food, alcohol, merchandise or anything else, (iv) which does not involve the amplification of sound through a loudspeaker, microphone, or any other device or instrument which amplifies sound, and (v) which does not require any overtime work by city employees. Activities organized by the downtown development commission within its special taxing district are excluded from this definition.

*Special event* means any activity held on city property (i) which is expected to draw a crowd in excess of fifty (50) people, ~~or~~ (ii) which involves the sale of food, alcohol, ~~or merchandise~~ merchandise, or anything else, ~~or~~ (iii) which involves the erection or placement of a stand, tent, platform or other structure, or (iv) which involves the amplification of sound through a loudspeaker, microphone, or any other device or instrument which amplifies sound. Activities organized by the downtown development commission within its special taxing district are excluded from this definition.

**Sec. 15-82. Permit required.**

No person shall organize, hold or start a parade, ~~or~~ special event or small event without a permit. A violation of this provision shall constitute a municipal infraction, punishable by a fine of five hundred dollars (\$500.00). Each day a violation occurs shall constitute a separate offense.

**Sec. 15-83. Compliance with laws and regulations.**

A permit applicant shall be responsible for ensuring that the parade, ~~or~~ special event or small event is conducted in compliance with all permit requirements and conditions and with all applicable laws,

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ordinances, rules, and regulations. The applicant shall also be responsible for securing any permits which may be required by other governmental agencies for the conduct of the parade, ~~or~~ special event or small event and the activities associated therewith.

#### **Sec. 15-84. Application.**

- (a) A person desiring a ~~parade/special event~~ permit for a parade, special event or small event shall file an application with the city clerk on forms provided by such officer. Such application shall be filed not less than thirty (30) days before the date proposed for the parade, ~~or~~ special event or small event.
- (b) The application for a permit shall include the following information:
- (1) The name, address, telephone number and e-mail address of the person organizing the parade, ~~or~~ special event or small event and who will be responsible for its conduct;
  - (2) If the parade, ~~or~~ special event or small event is proposed to be conducted for, on behalf of or by an organization, the name, address, telephone number and e-mail address, as applicable, of the headquarters of the organization and the same information for the individual officer who will be responsible for its conduct;
  - (3) The date the parade, ~~or~~ special event or small event will be conducted;
  - (4) As to a parade, the route to be traveled, the starting point and the termination point, the location of any assembly area, and whether the parade will occupy all or only a portion of the width of the streets proposed to be traversed;
  - (5) As to a special event or small event, the boundaries of the location where ~~it~~ the special event will be held and a sketch showing the location of ~~the any~~ stands, tents, platforms and other structures that will be erected or placed on site;
  - (6) As applicable, the approximate number of persons and vehicles that are expected to be present and, as to vehicles, the number and types thereof;
  - (7) The hours the parade, ~~or~~ special event or small event will start and terminate;
  - (8) The time at which the units/facilities of the parade, ~~or~~ special event or small event will begin to be assembled and when their disassembly will be completed;
  - (9) Any additional information ~~which that~~ the city clerk ~~shall find~~ deems to be reasonably necessary for the city administrator to make a fair decision regarding whether a permit should be issued; and
  - (10) Whether a waiver of the insurance requirements set forth in section 15-88 is being requested and, if so, a statement describing which of those requirements should be waived and the good cause ~~which that~~ serves as the basis for the request.
- (c) For good cause shown and to the extent practicable, the city administrator, may waive the thirty-day requirement of subsection (a).

#### **Sec. 15-85. Fees.**

- (a) *Permit fee.* A nonrefundable permit fee of one hundred fifty dollars (\$150.00) shall be paid upon submission of a permit application for a parade or special event. A nonrefundable permit fee of twenty-five dollars (\$25.00) shall be paid upon the submission of a permit application for a small event.

- (b) *Payment of overtime/compensatory time.* Upon consultation with the police, fire and street departments, the city administrator shall estimate the overtime/compensatory time and other costs the city is likely to incur as a result of the conduct of the parade or special event and, unless waived by the city council or by the city administrator as provided for in subsection (d), those estimated costs shall be paid before a permit is issued. Unless the aforesaid waiver is granted, the permit applicant shall be liable for the actual costs of the parade or special event which exceed the estimated costs and shall pay those costs within fifteen (15) days of the date of the submission of an invoice therefor. Notwithstanding the foregoing, there shall be no charge for the first eight (8) hours of overtime/compensatory time paid by the city for work performed by personnel from each of the departments previously mentioned herein. A small event may not require any overtime or compensatory time for city employees. If they do, the city administrator, police chief or either of their designees may revoke the permit
- (c) *Exemptions from payment.* The South Cumberland Business and Civic Association's annual Halloween parade and Heritage Days are exempt from the requirements of subsection (b).
- (d) *Cost payment waivers.* The city administrator shall have the authority to waive the requirements of subsection (b) upon consideration of the following criteria:
- (1) The applicant's ability to pay the costs;
  - (2) Whether the event will be held if the applicant is required to pay the costs;
  - (3) The number of persons expected to be in attendance;
  - (4) Whether alcohol will be provided;
  - (5) The extent to which the event is disruptive to the normal flow of vehicular and pedestrian traffic on city sidewalks, roads and other rights of way;
  - (6) The extent to which residents' use of or access to city-owned property is impeded; and
  - (7) The location, duration, time and date of the parade or special event.

The city administrator may not consider the expected content of the speech associated with the parade, ~~or~~ special event or small event in determining whether a waiver should be granted.

#### **Sec. 15-86. Standards for permit issuance.**

A permit shall be issued when, upon consideration of the application and such information as may otherwise be obtained, and after consultation with the police, fire and street departments, the city administrator finds it is likely that:

- (a) The conduct of the parade, ~~or~~ special event or small event will not substantially interrupt the safe and orderly movement of traffic contiguous to the parade route or the location of the special event or small event;
- (b) The set up for and conduct of the parade, ~~or~~ special event or small event will not require the diversion of so great a number of police officers or fire department personnel as to impair the city's ability to provide adequate police and fire protection elsewhere in the city;
- (c) The set up for and conduct of the parade, ~~or~~ special event or small event will not require the diversion of so great a number of street department staff that they shall be precluded from performing their normally assigned duties;
- (d) The conduct of such parade, ~~or~~ special event or small event will not interfere with the movement of firefighting and emergency medical services equipment in route to or from a fire or emergency; and

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- (e) As to a parade, it is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays.

**Sec. 15-87. Permit conditions.**

- (a) *Standard conditions.* All permits are subject to the following standard conditions with or without further notification:
- (1) If vehicles will be loading, unloading or parking on the pedestrian mall, the applicant must obtain permission and a sign from the downtown development commission at least ten (10) days in advance of the parade, ~~or~~ special event or small event.
  - (2) Compliance with the insurance requirements set forth in this article is mandatory.
  - (3) At events where the consumption of alcohol is permitted, no glass beverage containers shall be permitted unless approved by the city council.
  - (4) The applicant shall indemnify and hold the city harmless from any and all claims, actions, suits, procedures, costs, fines expenses, damages and liabilities, including, but not limited to, attorneys' fees, court costs and litigation expenses arising out of, as an incident to or as a result of the conduct of a parade, ~~or~~ special event or small event except for those caused by the grossly negligent or intentionally harmful acts of the city's representatives or employees.
  - (5) The applicant must comply with all city, county, state and federal laws, rules, regulations and ordinances, including, but not limited to, those pertaining to the issuance of permits other than ~~a parade and special events~~ a permit issued under the terms of this article of the code. The issuance of ~~a a parade and special events~~ permit is not a substitute for or evidence of compliance with the foregoing.
- (b) *Optional conditions.*
- (1) If deemed necessary because of the nature of a parade, ~~or~~ special event or small event or because of a failure on the part of organizers to restore or clean up after the conduct of a previously conducted parade, ~~or~~ special event or small event, the city administrator may require the applicant to post a bond to cover the projected costs of restoration and cleanup.
  - (2) Upon the advice of department heads and the downtown development commission, if the parade, ~~or~~ special event or small event travels through or is within the downtown development commission's ~~its~~ special taxing district, the city administrator may impose such other conditions as are reasonably necessary for the safety, health and general welfare of the public.

**Sec. 15-88. Insurance requirements.**

The applicant shall be responsible for obtaining and maintaining comprehensive general public liability insurance covering personal injury and property damage in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate and shall furnish the city with a certificate of insurance evidencing the procurement of the coverage required hereunder and proof that the premium has been paid no later than ten (10) days prior to the date of the parade, ~~or~~ special event or small event. Each policy shall provide that it shall not be subject to cancellation, material change, or non-renewal without at least fifteen (15) days' prior written notice to the city. Each policy shall name "Mayor and City Council of Cumberland" as an additional insured. The city administrator may waive or modify these requirements on a case-by-case basis upon consideration of the following criteria:

- (1) The applicant's ability to pay the premium;
- (2) Whether the event will be held if the applicant is not granted a waiver or modification;

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- (3) The extent to which the parade, ~~or~~ special event or small event is expected to expose the city to liability beyond that which exists on a day-to-day basis;
  - (4) Whether alcohol will be provided; and
  - (5) Any other factors which relate solely to whether and how much insurance coverage should be required.

**Sec. 15-89. Notice of denial.**

If an application for a permit is denied, the city administrator shall send written notice of the denial to the applicant by mail or e-mail no later than fourteen (14) days after the date of the filing of the application and the production of all of the information required by section 15-84.

**Sec. 15-90. Revocation.**

The city administrator may revoke a permit issued in accordance with this article for good cause shown, including, but not limited to, the applicant's failure to comply with the requirements of this article.

**File Attachments for Item:**

. Order 27,411 - declaring certain City-owned properties to be surplus and authorizing them for sale

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

ORDER NO. 27,411

DATE: March 5, 2024

WHEREAS, the Mayor and City Council of Cumberland is the record owner of certain parcels of property identified herein; and

WHEREAS, the Mayor and City Council have determined that these properties are no longer needed for any public use and will be offered for sale to the general public;

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

1. The following properties are hereby declared to be surplus in accordance with the provisions of Section 1 of the Charter of the City of Cumberland:

- |                      |                      |
|----------------------|----------------------|
| 1. 463 Goethe Street | Tax ID No. 23-010119 |
| 2. 469 Goethe Street | Tax ID No. 23-011948 |
| 3. 111 South Street  | Tax ID No. 04-023102 |

2. After the passage of twenty (20) days from the date of this Order, the Mayor and City Council may pass an Ordinance authorizing the execution of a deed effecting the conveyance of any or all of the properties to a purchaser, and the City may proceed with the transfer of any or all of the properties in accordance with the terms of said Ordinance

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**Raymond M. Morriss, Mayor**



**File Attachments for Item:**

. Order 27,412 - authorizing the execution of a Design Agreement with the United States Army Corps of Engineers outlining terms for the C&O Canal Rewatering Project (City Project 28-19-FPM) allowing the project to be designed and contract documents to be drafted, with City's contribution, after in-kind contributions, will be an amount not to exceed \$210,000

**- Order -**  
*of the*  
**Mayor and City Council of Cumberland**  
MARYLAND

ORDER NO. 27,412

DATE: March 5, 2024

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

**THAT**, the Mayor be and is hereby authorized to execute a Design Agreement by and between the United States Army Corps of Engineers (USACE) and the Mayor and City Council of Cumberland outlining terms for the C&O Canal Rewatering Project (City Project 28-19-FPM) allowing the project to be designed and contract documents to be drafted; and

**BE IT FURTHER ORDERED**, that the City's contribution to the design agreement, after in-kind contributions will be an amount not to exceed Two Hundred Ten Thousand Dollars and No Cents (\$210,000.00).

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**Raymond M. Morriss, Mayor**

Budget: 003.399.FC2.63000

# Council Agenda Summary

Meeting Date: 3/5/2024

Key Staff Contact: Robert Smith, P.E.

## ***Item Title:***

Design Agreement for the C&O Canal Rewatering, City Project 28-19-FPM

## ***Summary of project/issue/purchase/contract, etc for Council:***

The City of Cumberland would like to enter into a design agreement with the United States Army Corps of Engineers (USACE) for the C&O Canal Rewatering project. This agreement will allow the project to be designed and contract documents to be drafted.

The project entails re-excavation, reconstruction, and rewatering a section of approximately 0.85 miles of the northern terminus of the historic C&O Canal in Cumberland, Maryland.

Per this agreement, the design costs are projected to be \$4,367,290, with the USACE's share of costs to be \$2,838,739 (65%), and the City of Cumberland's costs to be \$1,528,551. However, of the City's \$1,528,551 cost, in-kind contributions are permitted up to the amount of \$1,318,551, which means the City's actual cost of the design agreement will be \$210,000.

The City of Cumberland has the right to void the agreement for any reason and at any time.

The project is budgeted for this fiscal year, and utilizes City Funds.

***Amount of Award:*** \$210,000.00

***Budget number:*** 003.399.FC2.63000

***Grant, bond, etc. reference:*** City Funds

DESIGN AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
CITY OF CUMBERLAND  
FOR  
DESIGN  
FOR THE  
CUMBERLAND FLOOD MITIGATION PROJECT a.k.a.  
CHESAPEAKE & OHIO CANAL REWATERING PROJECT

THIS AGREEMENT is entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for Baltimore District (hereinafter the "District Commander") and the City of Cumberland (hereinafter the "Non-Federal Sponsor"), represented by the Mayor.

WITNESSETH, THAT:

WHEREAS, construction of the Cumberland Flood Mitigation Project (a.k.a. Chesapeake and Ohio Canal Rewatering Project) was authorized by Section 580 of the Water Resources Development Act (WRDA) of 1999, P.L. 106-53; and,

WHEREAS, on May 15, 2003 a Project Cooperation Agreement was signed to rewater an approximately .25 mile section of the northern terminus of the historic C&O Canal at Cumberland, Maryland, which constitutes Phase 1 of the project; and

WHEREAS, Phase 1 of the project has been completed, and is operated and maintained by the National Park Service. Additional appropriations have been provided to move forward with the remainder of the authorized project, which includes re-excavation, reconstruction, and rewatering an additional .85 mile of the historic C&O Canal; and,

WHEREAS, prior to execution of a Project Partnership Agreement for the remainder of the authorized project, it is necessary for the parties to update the cost estimates, update the environmental and National Historic Preservation Act compliance, and complete the design for the remainder of the authorized project; and,

WHEREAS, Federal funds were provided in Public Law 117-103 to initiate design of the historic C&O canal rewatering project;

WHEREAS, Section 103 of the Water Resources Development Act of 1986, as amended (33 U.S.C. 2213), specifies the cost-sharing requirements applicable to construction of the Project, and Section 105(c) of the Water Resources Development Act of 1986 (33 U.S.C. 2215(c)), provides that the costs of design shall be shared in the same percentages as construction of the Project;

WHEREAS, based on the Project's primary purpose of flood risk management, the parties agree that the Non-Federal Sponsor shall contribute 35 percent of the design costs under this Agreement; and

WHEREAS, the Government and Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

## ARTICLE I - DEFINITIONS

A. The term "Project" means the remainder of the work necessary to complete rewatering of the approximately .85 mile section of the historic Chesapeake & Ohio Canal, as generally described in the Chesapeake and Ohio Canal National Historic Park, Cumberland Maryland, Rewatering Design Analysis, dated February 1998.

B. The term "Design" means any preconstruction planning, engineering and design work required to verify the engineering feasibility and constructability of the project, develop and complete the design of the project, and is further defined in the Project Management Plan for the Project.

C. The term "design costs" means the sum of all costs that are directly related to the Design and cost shared in accordance with the terms of this Agreement. Subject to the provisions of this Agreement, the term shall include the Government's costs for engineering and design, including economic, real estate, and environmental analyses, preparation of an Engineering Documentation Report, a safety assurance review, if required, and supervision and administration; and the Non-Federal Sponsor's creditable costs for in-kind contributions, if any. The term does not include any costs for dispute resolution; participation by the Government and Non-Federal Sponsor in the Design Coordination Team to discuss significant issues and actions; audits; betterments; or the Non-Federal Sponsor's cost of negotiating this Agreement.

D. The term "HTRW" means hazardous, toxic, and radioactive wastes, which includes any material listed as a "hazardous substance" (42 U.S.C. 9601(14)) regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675) and any other regulated material in accordance with applicable laws and regulations.

E. The term "in-kind contributions" means those creditable materials or services provided by the Non-Federal Sponsor that are identified as being integral to Design of the Project by the Division Commander for North Atlantic Division (hereinafter the "Division Commander"). To be integral, the material or service must be part of the work that the Government would otherwise have undertaken for Design of the Project. In-kind contributions also include any investigations performed by the Non-Federal Sponsor to identify the existence and extent of any HTRW as required for Design of the Project.

F. The term “betterment” means a difference in the Design of the Project that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to Design of the Project.

G. The term “fiscal year” means one year beginning on October 1<sup>st</sup> and ending on September 30<sup>th</sup> of the following year.

## ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR

A. In accordance with Federal laws, regulations, and policies, the Government shall conduct the Design using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

B. The Non-Federal Sponsor shall contribute 35 percent of design costs in accordance with the provisions of this paragraph.

1. The Non-Federal Sponsor shall be responsible for undertaking any investigations that the Government determines are required for Design of the Project to identify the existence and extent of any HTRW.

2. After considering the estimated amount of credit for in-kind contributions, if any, that will be afforded in accordance with paragraph C. of this Article, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor to meet its cost share for the initial fiscal year of the Design. No later than 60 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government in accordance with Article III.C.

3. No later than August 1<sup>st</sup> prior to each subsequent fiscal year of the Design, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later than September 1<sup>st</sup> prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article III.C.

C. The Government shall include in design costs and credit towards the Non-Federal Sponsor’s share of such costs, the cost of in-kind contributions performed by the Non-Federal Sponsor that are determined by the Government to be integral to Design of the Project. Creditable in-kind contributions may include costs for engineering, design, and supervision and administration, but shall not include any costs associated with betterments. Such costs shall be subject to audit in accordance with Article VII to determine reasonableness, allocability, and

allowability, and crediting shall be in accordance with the following procedures, requirements, and limitations:

1. As in-kind contributions are completed and no later than 60 calendar days after such completion, the Non-Federal Sponsor shall provide the Government appropriate documentation for the Government to determine the costs that are creditable to the Non-Federal Sponsor's share of design costs. Failure to provide such documentation in a timely manner may result in denial of credit. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees.

2. No credit shall be afforded for the following: interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; the value of in-kind contributions obtained at no cost to the Non-Federal Sponsor; any items provided or performed prior to the effective date of this Agreement unless covered by an In-Kind Memorandum of Understanding; any items not identified as integral in the integral determination report; or costs that exceed the Government's estimate of the cost for such in-kind contributions.

3. No reimbursement will be provided for any in-kind contributions that exceed the Non-Federal Sponsor's share of the design costs under this Agreement.

D. To the extent practicable and in accordance with Federal laws, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on contract solicitations prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Project. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

F. In addition to the ongoing, regular discussions between the parties regarding Design delivery, the Government and the Non-Federal Sponsor may establish a Design Coordination Team to discuss significant issues or actions. Neither the Government's nor the Non-Federal Sponsor's costs for participation on the Design Coordination Team shall be included in the design costs. The Non-Federal Sponsor's costs for participation on the Design Coordination Team shall be paid solely by the Non-Federal Sponsor without reimbursement or credit.

G. The Non-Federal Sponsor may request in writing that the Government include betterments in the Design of the Project. Each request shall be subject to review and written approval by the Division Commander. If the Government agrees to such request, the Non-Federal Sponsor, in accordance with Article III.F., must provide funds to cover the difference in

the costs for design of such work, as determined by the Government, in advance of the Government performing the work.

H. If the Government and Non-Federal Sponsor enter into a Project Partnership Agreement for construction of the Project, the Government shall include the design costs in the calculation of construction costs for the Project in accordance with the terms and conditions of the Project Partnership Agreement.

### ARTICLE III - PROVISION OF NON-FEDERAL COST SHARE

A. As of the effective date of this Agreement, design costs are projected to be \$4,367,290, with the Government's share of such costs projected to be \$2,838,739, and the Non-Federal Sponsor's share of such costs projected to be \$1,528,551, which includes creditable in-kind contributions projected to be \$1,318,551 and the amount of funds required to meet its cost share projected to be \$210,000. Costs for betterments are projected to be \$0. These amounts are estimates subject to adjustment by the Government, after consultation with the Non-Federal Sponsor, and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

B. The Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated design costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable in-kind contributions; and the estimated remaining cost of the Design.

C. The Non-Federal Sponsor shall provide to the Government required funds by delivering a check payable to "FAO, USAED, Baltimore District (E1)" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of the design costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of the design costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional funds.

E. Upon completion of the Design and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar



days of written notice from the Government, shall provide the Government with the full amount of such additional funds by delivering a check payable to “FAO, USAED, Baltimore District (E1)” to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. Should the final accounting determine that the Non-Federal Sponsor has provided funds in excess of its required amount, the Government shall refund the excess amount, subject to the availability of funds or if requested by the Non-Federal Sponsor, apply the excess amount towards the non-Federal share of the cost of construction of the Project in the event a Project Partnership Agreement is executed for the Project. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of design costs, including contract claims or any other liability that may become known after the final accounting.

F. If the Government agrees to include betterments on the Non-Federal Sponsor's behalf, the Government shall provide written notice to the Non-Federal Sponsor of the amount of funds required to cover such costs. No later than 30 calendar days after receipt of such written notice, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government through either payment method specified in Article III.E. If at any time the Government determines that additional funds are required to cover any such costs, as applicable, the Non-Federal Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Government. If the Government determines that funds provided by the Non-Federal Sponsor exceed the amount required for the Government to complete such work, the Government shall refund any remaining unobligated amount.

#### ARTICLE IV - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate Design unless the Assistant Secretary of the Army (Civil Works) determines that continuation of the Design is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the Project.

B. If the Government determines at any time that the Federal funds made available for the Design are not sufficient to complete such work, the Government shall so notify the Non-Federal Sponsor in writing within 30 calendar days, and upon exhaustion of such funds, the Government shall suspend Design until there are sufficient Federal funds appropriated by the Congress and funds provided by the Non-Federal Sponsor to allow Design to resume.

C. In the event of termination, the parties shall conclude their activities relating to the Design and conduct an accounting in accordance with Article III.E. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay costs of termination, including any costs of resolution of contract claims and contract modifications.

D. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this

Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

#### ARTICLE V - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from the Design, except for damages due to the fault or negligence of the Government or its contractors.

#### ARTICLE VI - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

#### ARTICLE VII - MAINTENANCE OF RECORDS AND AUDIT

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Design. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits for the Design shall not be included in design costs.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the Non-Federal Sponsor's request, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The Non-Federal Sponsor shall pay the costs of non-Federal audits without reimbursement or credit by the Government.

## ARTICLE VIII - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

## ARTICLE IX - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:

Mayor  
City of Cumberland  
57 N. Liberty St.  
Council Chambers  
Cumberland, MD 21502

If to the Government:

District Commander  
U.S. Army Corps of Engineers, Baltimore District  
2 Hopkins Plaza,  
Baltimore, MD 21201

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

## ARTICLE X - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

## ARTICLE XI - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

CITY OF CUMBERLAND

BY: \_\_\_\_\_  
ESTHER S. PINCHASIN  
Colonel, U.S. Army  
District Commander

BY: \_\_\_\_\_  
RAYMOND MORRIS  
Mayor  
City of Cumberland

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CERTIFICATE OF AUTHORITY

I, \_\_\_\_\_, do hereby certify that I am the principal legal officer for the City of Cumberland, that the City of Cumberland is a legally constituted public body with full authority and legal capability to perform the terms of the Design Agreement between the Department of the Army and the City of Cumberland in connection with the Cumberland Flood Mitigation Project a.k.a. Chesapeake & Ohio Canal Rewatering Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Design Agreement, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this Design Agreement on behalf of the City of Cumberland acted within his statutory authority.


IN WITNESS WHEREOF, I have made and executed this certification this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
**Michael Scott Cohen, Esquire**  
**City Solicitor**

**NON-FEDERAL SPONSOR'S  
SELF-CERTIFICATION OF FINANCIAL CAPABILITY  
FOR AGREEMENTS**

I, Mark Gandolfi, do hereby certify that I am the Chief Financial Officer of the City of Cumberland (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the Cumberland Flood Mitigation Project a.k.a. Chesapeake & Ohio Canal Rewatering Project; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under the Design Agreement.

IN WITNESS WHEREOF, I have made and executed this certification this 12th day of October, 2023.

BY:  \_\_\_\_\_

TITLE: Comptroller \_\_\_\_\_

DATE: 10/12/2023 \_\_\_\_\_

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
**RAYMOND MORRIS**  
**MAYOR, CITY OF CUMBERLAND**

DATE: \_\_\_\_\_

CERTIFICATION OF LEGAL REVIEW

The Design Agreement for the design of the Cumberland Flood Mitigation Project, Cumberland, Maryland has been fully reviewed by the Office of Counsel, U.S. Army Engineer District, Baltimore, Maryland, and is legally sufficient.

DIGGS.FRANCINE.  
CHAMBERS.1287  
363245  
Francine C. Diggs  
District Counsel

Digitally signed by  
DIGGS.FRANCINE.CHAMBERS.  
1287363245  
Date: 2023.11.30 14:53:49  
-05'00'

DATE: 11-30-2023



**File Attachments for Item:**

. Order 27,413 - lifting the provisions of Section 11-113 of the City Code to allow open containers of alcohol within a defined area of the downtown mall for the Hooley Pub Crawl for the period of March 16, 2024 beginning at 12:00 p.m. and ending at 2:00 a.m. on March 17, 2024; notwithstanding, that open glass containers shall not be permitted

**- Order -**  
*of the*  
**Mayor and City Council of Cumberland**  
MARYLAND

ORDER NO. 27,413

DATE: March 5, 2024

**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 for the **Hooley Pub Crawl** beginning on March 16, 2024 at 12:00 p.m. through 2:00 a.m. on March 17, 2024, within the confines of the following areas:

- Mechanic at Bedford Street south to Wineow Street;
- Wineow Street to Winston Street to Centre Street;
- Centre Street to Harrison Street
- Harrison Street East to Queen City Drive
- Queen City Drive north to Baltimore Street;
- Baltimore Street west to George Street;
- George Street north to Butler Alley;
- Butler Alley to Centre Street;
- Centre Street from Frederick Street north to 171 North Centre Street
- Bedford Street from Centre Street to Mechanic St.
- Extension off of Queen City Drive to Queen City Pavement/Gulf Memorial Drive.

Notwithstanding the foregoing, open glass containers shall not be permitted in the area defined above and Section 11-113 (a) of the City Code shall remain in force and effect as to glass open containers of alcoholic beverages in that area.

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**Raymond M. Morriss, Mayor**

**\*Map attached**

