



# Mayor and City Council of Cumberland

*Mayor* Raymond M. Morriss  
*Councilman* Richard J. "Rock" Cioni  
*Councilman* Eugene T. Frazier  
*Councilman* Joseph P. George  
*Councilwoman* Laurie P. Marchini

City Administrator Jeffrey F. Silka  
City Solicitor Michael S. Cohen  
City Clerk Marjorie A. Woodring

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## AGENDA

Regular M&CC Meeting  
City Hall, 57 N. Liberty St., Cumberland, MD

DATE: July 19, 2022

### **OPEN SESSION - 6:15 p.m.**

#### **Pledge of Allegiance**

#### **Roll Call**

#### **Statement of Closed Meeting**

1. Statements of closed meetings held July 12 and July 19, 2022

#### **Presentations**

1. Recognition of Firefighter Trey M. Corbin on his successful completion of Firefighter Recruit Training approved by the Maryland Fire and Rescue Institute

#### **Director's Reports**

##### **(A) Public Works**

1. Maintenance Division monthly report for June 2022

##### **(B) Fire**

1. Fire Department monthly report for June, 2022

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

1. Police Department monthly report for June, 2022

#### **Approval of Minutes**

1. Approval of the Closed Session Minutes of March 22 and 29, 2022, and the Regular Session Minutes of April 5, 2022

## New Business

### (A) Ordinances

- 1. Ordinance No. 3922 (*1st reading*)** - (ZTA #22-02) to amend the definition for the Residential-Office (R-O) Zoning District set forth in Section 25-101(b)(5) of the City Code and amend the Use Regulations Table set forth in Section 25-132 to include "Dwelling Units / Mixed Uses" as a permitted use in the R-O District
- 2. Ordinance No. 3923 (*1st reading*)** - accepting the bid from Kevin and Anita Thacker for the purchase of surplus properties at 7 and 9 Arch Street for the amount of \$100.00 and authorizing execution of a deed to effect the conveyance
- 3. Ordinance No. 3924 (*1st reading*)** - accepting the bid from Kevin and Anita Thacker for the purchase of surplus property at 105 Grand Avenue for the amount of \$100.00 and authorizing execution of a deed to effect the conveyance

### (B) Orders (Consent Agenda)

- 1. Order 27,038** - accepting the purchasing cooperative contract with Allegany County for unleaded gasoline and diesel fuel from Southern States Co-op, Inc. for an amount not-to-exceed \$325,000
- 2. Order 27,039** - approving a 2022-2023 Special Taxing District residential exemption of \$334.93 for 27 N. Centre Street
- 3. Order 27,040** - authorizing execution of Change Order No. 1 to the existing contract with Hite Associates, Inc. for the "WRF Head of Plant & Operations Building Roof Replacement Project (5-22-WFR)" for an increased amount not-to-exceed \$967.23, to address the replacement of plywood and fabrication of new exhaust flues
- 4. Order 27,041** - accepting the proposal of Gwin, Dobson and Foreman, Inc. for the "Repairs to Bridge A-C-01 McMullen Bridge - Engineering Services Contract (18-16-BR)" in the lump sum cost not-to-exceed \$42,812
- 5. Order 27,042** - accepting the bid of Casey Smith, LLC, dba ServicePro for the "2022 Residential Grass Mowing Project (2022-14-M)" in the amount not to exceed \$53,390 for the period 7/1/22 - 6/30/24 with the option for a 1-year extension
- 6. Order 27,043** - accepting the bid of Casey Smith, LLC dba ServicePro for the "2022 Non-Residential Grass Mowing Project (2022-15-M)" in the amount not to exceed \$41,000 for the period of 7/1/22 - 6/30/24, with the option for a 1-year extension
- 7. Order 27,044** - declaring certain City-owned properties to be surplus and authorizing them for public sale
- 8. Order 27,045** - authorizing execution of a Master Services Agreement with UPMC (University of Pittsburgh Medical Center) Benefit Management Services, Inc., to provide health management and wellness, and employee assistance products and services for City employees for a one-year term effective July 1, 2022, with provisions for automatic one-year renewals, at a per member monthly rate of \$2.25

9. **Order 27,046** – authorizing the appointment of Brian K. Plitnik to the Historic Preservation Commission for a 4-year term effective July 19, 2022, through July 19, 2026

**Public Comments**

All public comments are limited to 5 minutes per person

**Adjournment**

**File Attachments for Item:**

. Maintenance Division monthly report for June 2022



**MAINTENANCE DIVISION REPORT**  
**June 2022**

**Street Maintenance Report**

**Parks & Recreation Maintenance Report**

**Fleet Maintenance Report**

**Central Services Report**

**Arborist Report**

**PUBLIC WORKS/MAINTENANCE  
STREET BRANCH  
MONTHLY REPORT  
JUNE 2022**

- POTHoles AND COMPLAINTS
  - Patched potholes on 16 streets & 4 alleys using 13 tons of hot mix asphalt
  
- UTILITY HOLES
  - Completed 10 concrete utility holes for the Water Dept. using 4cy of concrete
  - Completed 1 asphalt utility hole for the Water Dept. using 2.5t of hot mix asphalt
  
- SIGN WORK/CURB PAINTING
  - Repaired 1 Street Name signs
  - Repaired 4 Traffic Control signs
  
- TREE & BRUSH WORK
  - Completed 7 work orders for tree & brush removal/trimming
  
- MISCELLANEOUS
  - Completed 54 Work Orders
  - Performed permanent patch repairs in the Public Safety parking lot
  - Cleaned Underpass, McMullen Bridge, Washington St. Bridge, Fayette St. Bridge, Cumberland St. Bridge 4 times.
  - Picked up 3 dead animals
  - Picked up trash/discarded items on 2 occasions
  - Cleaned Municipal Center shop once a week
  - Conducted monthly safety meeting
  - Set out & picked up traffic control for 2 events
  - Worked with RoadSafe, Inc. to paint yellow & white lines on city streets for 2 days
  - Worked overtime mowing & trimming @ parks

<b>STREET MAINTENANCE - JUNE 2022</b>		6/1-6/3	6/6-6/10	6/13-6/17	6/21-6/24	6/27-6/30	TOTAL
SERVICE REQUEST COMPLETED		6	13	21	6	8	54
PAVING PERFORMED	Tons						0
CONCRETE WORK	Cy					1cy	1cy
UTILITY HOLES REPAIRED	Water	2	4	4		1	11
	Sewer						0
	Cy	1cy	2cy	1cy			4cy
	Tons					2.5t	2.5t
POTHoles FILLED	Streets		5	11			16
	Alleys		3	1			4
	Days		2	3			5
	Cold Mix						0
	Tons		5t	8t			13t
PERMANENT PATCH	Cy						0
	Tons					9t	9t
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED			2		1	1	4
STREET NAME SIGNS REPAIRED/INSTALLED			1				1
HANDICAPPED SIGNS	Repaired						0
	Installed						0
	Removed						0
CURB PAINTING PERFORMED	Blue						0
	Yellow						0
	Red						0
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	Loads	0	4	5	3	2	14
	Miles	0	44	38	40	21	143
SWEEPER DUMPS HAULED TO LANDFILL	Tons			11.6t			11.6t
STREET MILLING	Days						0
CLEANED BALTIMORE ST. UNDERPASS	Days	1	1	1	1		4
TRAFFIC CONTROL	Events			1	1		2
SNOW REMOVAL	Days						0
CLEAN TRUCKS	Days			1		1	2
SHOVEL & SALT SIDEWALKS	Days						0
BRUSH REMOVAL/TREE WORK	Areas	1		3		3	7
CHECK DRAINS/CLEAR DEBRIS	Days			1		1	2
STREET TRACTOR MOWING	Days	1		1	4	2	8
HAUL/SPREAD MULCH	Days	1	1	2			4

Picked up trash/discarded furniture on 2 occasions

Picked up 3 dead animals

Performed preventative maintenance and cleaned Loader @ Municipal Center

Cleaned Municipal Center shop once a week

Conducted monthly safety meeting

Set out & picked up traffic control for 2 events

Worked OT mowing & trimming grass @ Parks

Worked with Line Painting company to paint yellow & white lines on city streets for 2 days

Completed permanent patch repairs in the Public Safety parking lot

**PUBLIC WORKS/MAINTENANCE  
PARKS & RECREATION  
MONTHLY REPORT  
JUNE 2022**

- Constitution Park , Mason's Complex and Area Parklets
  - Cleaned up garbage 3 times a week
  
- Washington Headquarters
  - Cleaned up garbage 5 times a week
  
- Parks & Parklets Mowing
  - Constitution Park
    - Mowed 17 days
  - Mason's Complex
    - Mowed 14 days
  - Parklets
    - Mowed 11 days
  
- Ball Fields
  - Flynn Field
    - Mowed 2 times
    - Drug 2 times
    - Lined 12 times
  - Northcraft Field
    - Mowed 3 times
    - Drug 2 times
    - Lined 2 times
  - Nonneman Field
    - Mowed 2 times
  - Cavanaugh Field
    - Mowed 3 times
    - Drug 2 times
    - Lined 13 times
  - Abrams Field
    - Mowed 2 times
    - Drug 2 times
    - Lined 11 times

- Long Field
  - Mowed 4 times
  - Drug 2 times
  - Lined 12 times
- JC Field
  - Mowed 3 times
  - Drug 2 times
  - Lined 2 times
- Bowers Baseball Field #1
  - Mowed 4 times
  - Drug 2 times
  - Lined 12 times
- Bowers Baseball Field #2
  - Mowed 4 times
  - Drug 2 times
  - Lined 12 times
- Galaxy Field
  - Mowed 4 times
  - Lined 4 times
- United Field
  - Mowed 3 times
- Nonneman Soccer Field
  - Lined 4 times
- Miscellaneous Work
  - Performed preventative maintenance on mowers, trimmers & blowers
  - Prepared feed & bedding for ducks & geese @ the Duck Pond
  - Cleaned & performed preventative maintenance on Park & Rec vehicles
  - Made repairs to bathrooms @ Mason's Complex & Constitution Park
  - Worked weekly OT for mowing & trimming
  - Worked weekend OT for trash pickup, pavilion readiness, concerts & movie
  - Performed pool maintenance several times a week
  - Removed several old wooden posts @ Constitution Park
  - Lowered & raised flags @ parks per Presidential orders on several occasions
  - Made repairs to benches @ Constitution Park

**FLEET MAINTENANCE  
MONTHLY REPORT  
JUNE 2022**

<b>DEPARTMENT</b>	<b>REPAIRS</b>
Central Services	6
Community Development	1
DDC	1
Engineering	1
Fire	14
Flood	2
MPA	0
P & R Maintenance	1
Police	24
Public Works	0
Sewer	16
Snow Removal	0
Street Maintenance	35
Water Distribution	29
WFP	5
WWTP	0
In House Fleet Maintenance Projects	30
Scheduled Preventative Maintenance	28
Field Service Calls	16
<b>Total Fleet Maintenance Projects</b>	<b>209</b>
Total Repair Orders Submitted	30
Fleet Maintenance Risk Management Claims	0

**CENTRAL SERVICES  
MONTHLY REPORT  
JUNE 2022**

- **City Hall:** Disinfecting the AHU's 1st a week because of COVID. Finished up the painting of the second floor conference room. Getting the carpet and material for the carpet replacement and ceiling tile in the second floor conference room.
- **Municipal Service Center:** Disinfecting the RTU's 1st a week because of COVID. Replaced the batteries in the UPS for the Data system. Removed a light pole in the lower parking lot where the new building is being put.
- **Public Safety Building:** Disinfecting the AHU's 1st a week because of COVID. Finished up installing the new electrical panel in the Fire Department garage area. (Pulled wire and terminated it.) Removed three old copiers for the basement that had been surplus and took to the scrape yard for the IT Department. Repair a circulating pump in the boiler room third floor for the heating baseboard system. Fire alarm panel maintenance, checking on a bad smoke detector. Replace a garage door receiver at the Fire Department.
- **Fire Stations #2:** Checked the A/C split units and cleaned the outside units to make sure working properly.
- **Canadian Hose House:** Check the Building twice a month to make sure that the boiler is working properly and that there are no water leaks.
- **Downtown Area & Mall:** Repaired a light pole that was failing over in the alley between Cbiz on the Mall. Repaired the electrical outlets on the upper Mall for the Farmers Market. Removed all the glass from the store front on the Centre St Parklet. Checked and removed trash on the Mall for DDC when their personal was off.
- **Traffic and Street Lights:** Monthly routine preventive maintenance on the 21 traffic control cabinets. Replaced some of the lighting conduit on Decatur Street while the contractor replacing the new water line had it opened up. (Section of pipe that had been in bad shape for a long time.) Annual traffic cabinet maintenance (Dust all the equipment and cob webs in the cabinets and vacuum all the debris for the bottom of the cabinet and make sure all the cooling fans are working.) Reported 7 street light to the power company to repair.

- **Parks areas:** Meet with the City engineer at Pavilion 1 & 2 at the park to go over electrical upgrade needed to be done over the summer months. Reset the VFD for the wading pool mushroom pump motor.
- **Sewer & Flood Department:** Worked on the two push cameras. Replacing the end connectors that the camera head screws on to. Turned all the high voltage off and made safe for the switch gear testing company (Camco) at the three Flood Control Pump Station.
- Load tested generators. June 30, 2022
- Monthly Safety Meeting – June 21, 2022
- PM's on all the pumps and motors at PSB, City Hall and MSC



## **ARBORIST REPORT JUNE 2022**

**June Tree Removals and Prunings** – Coordinated with Jason and Kenny. Sixty trees were removed 300 /50 feet of brush for new dump site at park with assistance of Adam and Randon from the Water Dept.

**June Tree Plantings** – Planted 50 trees and shrubs in park with caring sharing volunteers and grant from Potomac Edison.

**June Tree Complaints and Tree Issues** – Resolved and/or addressed 37 tree complaints and tree issues in June.

**2021 Fall Tree Pruning/Removal/Stump Grinding Contract** – Site visits to approve work done by Kiddy Contracting LLC, for tree removals, tree prunings and stump removals on the 2021 Fall Tree Pruning/Removal Contract. All trees have been pruned and removed. All stumps on the contract have been removed.

**Evitts Creek Watershed Timber Harvest** – ECWC 2021 Timber Harvest has been completed and cleaned up and mulched. Performance bond was released.

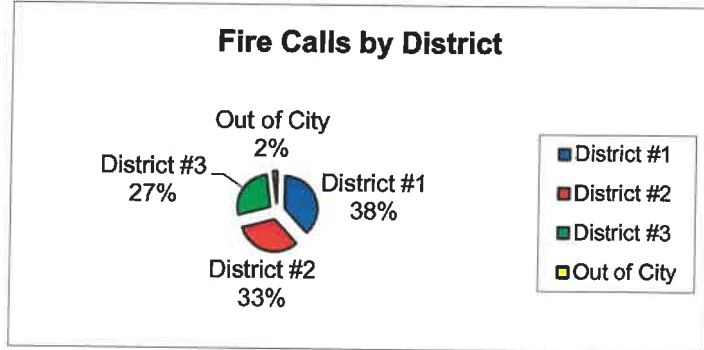
**File Attachments for Item:**

. Fire Department monthly report for June, 2022

**REPORT OF THE FIRE CHIEF FOR THE MONTH OF JUNE, 2022**  
**Prepared for the Honorable Mayor and City Council and City Administrator**

**Cumberland Fire Department Responded to 144 Fire Alarms:**

Responses by District:	
District #1	55
District #2	47
District #3	39
Out of City	3
	<u>144</u>



Number of Alarms Answered:	
First Alarms Answered:	143
Working Alarms Answered:	1
	<u>144</u>

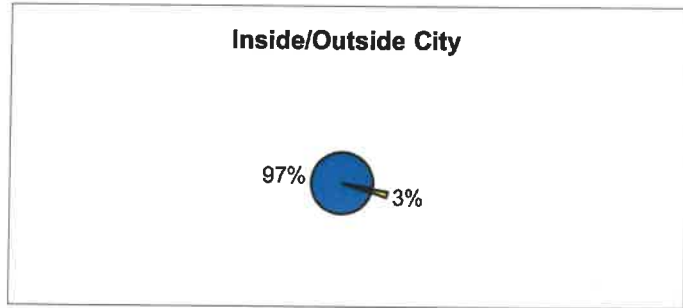
Calls Listed Below:	
Property Use:	
Public Assembly	6
Educational	0
Residential	69
Institutional	5
Special Properties	59
Industrial, Utility	0
Stores and Offices	5
	<u>144</u>

Type of Situation:	
Fire or Explosion	10
Overpressure	4
Rescue Calls	75
Hazardous Conditions	10
Service Calls	10
Good Intent Calls	12
Severe Weather	1
False Calls	22
	<u>144</u>

Fire Service Fees for Inspections and Permits Billed in June:	\$250.00
Fire Service Fees for Inspections and Permits Paid in June:	\$200.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$1,750.00

**Cumberland Fire Department Responded to 534 Emergency Medical Calls:**

In City Calls	517
Out of City Calls	17
<b>Total</b>	<b>534</b>



Total Ambulance Fees Billed by Medical Claim-Aid in June :	\$189,776.00
Ambulance Fees Billed Fiscal Year to Date:	\$1,711,215.09
Ambulance Fees Paid: Revenue received in June :	\$96,401.74
FY2022 Ambulance Fees Paid in FY2022:	\$1,092,629.43
Total Ambulance Transport Fees paid in FY2022: (All Ambulance Fees, previous and current fiscal years, paid in FY2022.)	\$1,287,332.80

**Cumberland Fire Department provided 6 Paramedic Assist Calls:**

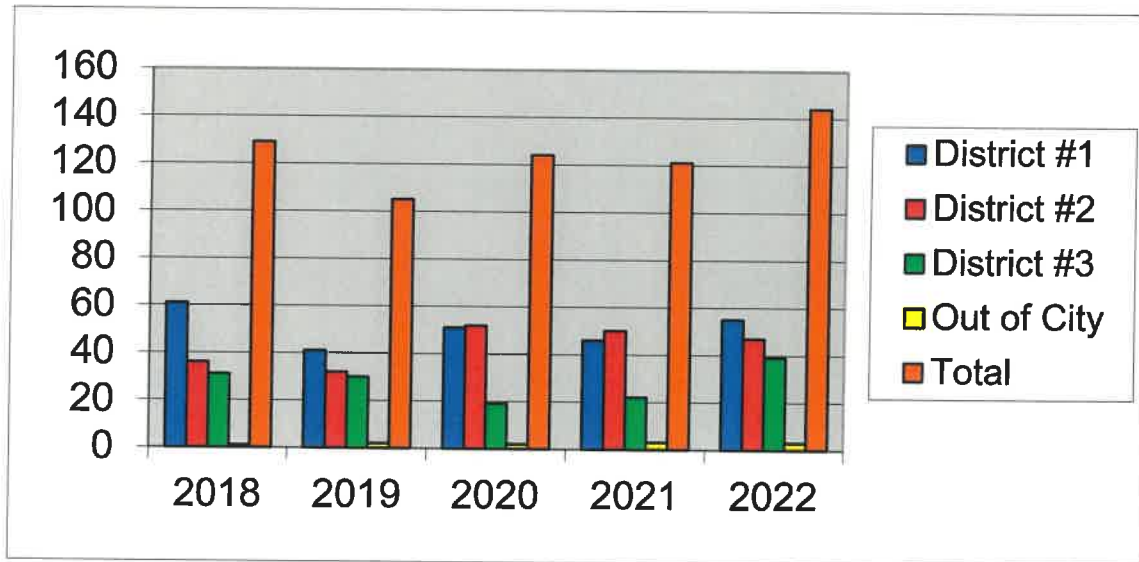
1 Paramedic Assist Calls within Allegany County	
Flintstone VFD	1
<hr/>	
2 Paramedic Assist Calls outside of Allegany County	
3	
Fort Ashby VFD, WV	1
Short Gap VFD, WV	1
	<hr/>
	2

**Cumberland Fire Department provided 14 Mutual Aid Calls:**

12 Mutual Aid Calls within Allegany County	
2 Mutual Aid Calls outside of Allegany County	
<hr/>	
14	
Bowman's Addition VFD	8
Cresaptown VFD	4
	<hr/>
	12
Ridgeley VFD, WV	2
	<hr/>
	2

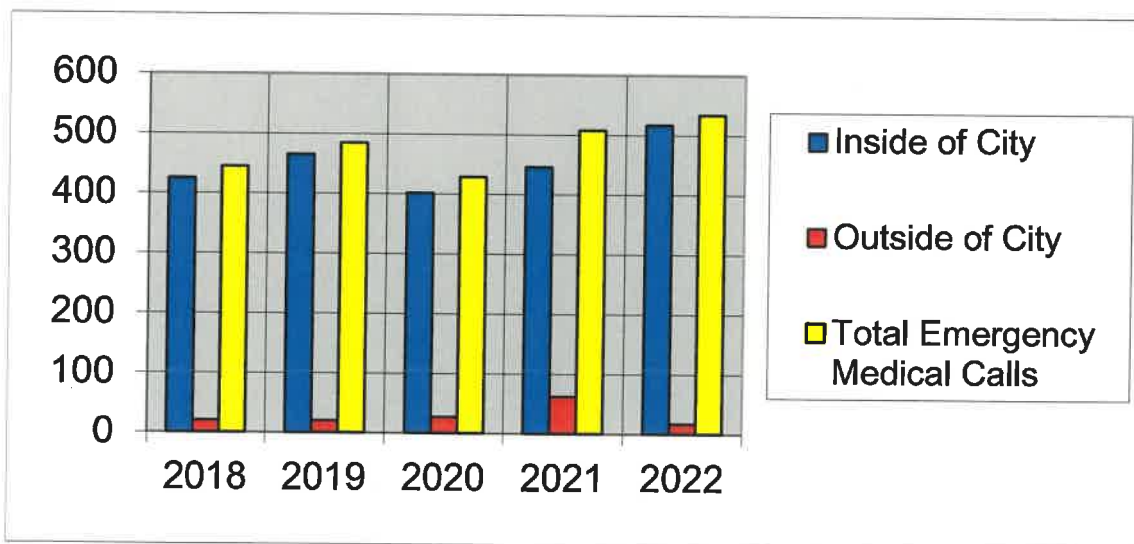
**Fire Calls in the Month of June for a Five-Year Period**

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
District #1	61	41	51	46	55
District #2	36	32	52	50	47
District #3	31	30	19	22	39
Out of City	1	2	2	3	3
<b>Total</b>	<b>129</b>	<b>105</b>	<b>124</b>	<b>121</b>	<b>144</b>



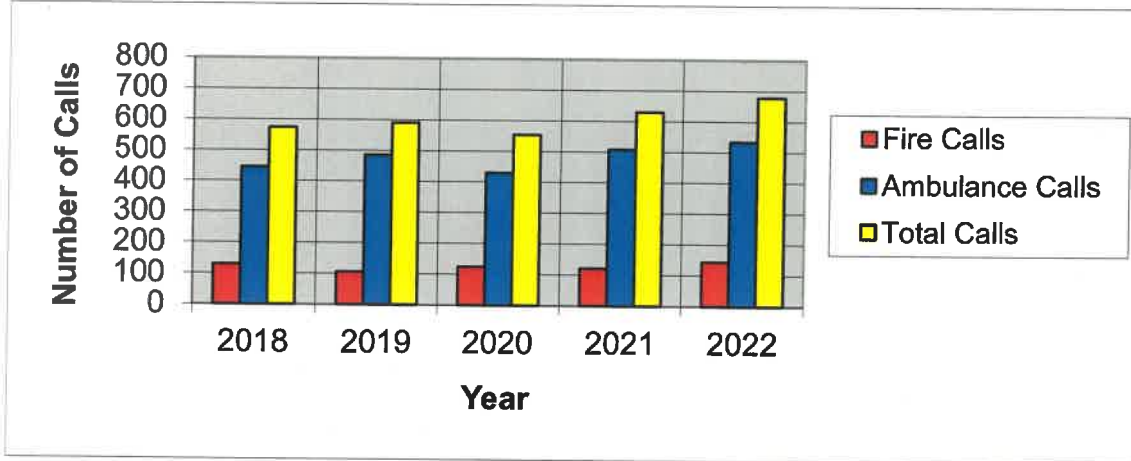
**Ambulance Calls in the Month of June for a Five-Year Period**

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Inside of City	425	465	402	446	517
Outside of City	20	20	27	62	17
<b>Total Emergency Medical Calls</b>	<b>445</b>	<b>485</b>	<b>429</b>	<b>508</b>	<b>534</b>



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

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Fire Calls	129	105	124	121	144
Ambulance Calls	445	485	429	508	534
Total Calls	574	590	553	629	678



**Training:**

Tabulations are not currently available.

**Fire Prevention Bureau:**

Burning Permits	7
Complaints	3
Conferences	14
Correspondences	41
Inspections	8
Investigations	3
Plan Reviews	4
Public Education	4

**Personnel:**

Nothing to report.



**File Attachments for Item:**

. Police Department monthly report for June, 2022





# **City of Cumberland Department of Police**

**Monthly Report**  
**June 2022**



# City of Cumberland Department of Police

## Monthly Report

### June 2022

#### Part 1 Crimes for the Month

	2021		2022			2021		2022			2021		2022	
Aggravated Assaults	10	0	B & E (All)	14	8	Murder	0	0	Rape	5	4			
Robbery	1	2	Theft - Felony	3	1	Theft - Vehicle	5	1						

#### Selected Criminal Complaints for the Month

	2021		2022			2021		2022			2021		2022	
Theft - Misdemeanor	20	23	Theft - Petty	13	17	Domestic Assaults	15	14	CDS	49	25			
Disturbances	150	182	DOP/Vandalism	30	27	Indecent Exposure	3	2	Sex Off - Other	2	1			
Suicide	0	2	Suicide - Attmp.	2	1	Tampering M/V	0	0	Abuse - Child	5	3			
Trespassing	23	27	Assault on Police	3	2	Assault Other	40	16						

#### Selected Miscellenous Incidents for the Month

	2021		2022			2021		2022			2021		2022	
Alcohol Volations	0	1	Juvenile Compl.	24	30	Missing Persons	6	4	School Resource	123	53			
School Threat	0	0	Sex Off. Regist.	5	5	Truancy	0	0	Death Investigation	7	8			

#### Selected Traffic Incidents for the Month

	2021		2022			2021		2022			2021		2022	
DWI	8	9	Hit & Run	29	18	M/V Crash	55	65	Traffic Stop	376	414			

#### Selected Service Calls for the Month

	2021		2022			2021		2022			2021		2022	
Alarms	49	33	Assist Motorist	31	34	Check Well-Being	130	137	Foot Patrol	72	50			
Assist Other Agency	57	71	Bike Patrol	26	10	Special Events	6	5	Suspicious Activity	82	74			

#### Current Incident Status for the Month

	2021		2022			2021		2022			2021		2022	
Open	29	81	Arrest	285	206	Closed	2234	1973	Suspended	83	49			



# City of Cumberland Department of Police

## Monthly Report

### June 2022

#### Arrests Totals for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
M/V Citations	73	66	M/V SERO	0	1	M/V Warnings	319	358	Arrest on View Adult	29	39
Arrest On Crim. Cit.	14	11	Arrest Summons	30	19	Arrest Warrant Adult	50	45	Adult Crim.	122	116
Arrest Summon (Chrg)	29	16	Arrest Warrant (Chrg)	11	15	Juvenile Crim.	13	3	Arrest on View Juv	10	2
Arrest Warrant JUV	0	1	Emer. Petition	68	35	Fingerprinting	1	1	RunAway & Miss Per.	5	6
Civil Citation	2	1									

**Total Incidents Reported :**
2021
2,631
2022
2,309

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**Chuck Ternent - Chief of Police**

# CUMBERLAND POLICE DEPARTMENT

## MONTHLY REPORT

June 2022

### SWORN PERSONNEL: 46 SWON OFFICERS

Administration	6 officers
Squad D1	8 officers
Squad N1	8 officers
Squad D2	7 officers
Squad N2	8 officers
C3I/C3IN	3 officers
School Resource	1 officer
Academy	2 recruits
Medical/Modified Duty	3 officers

### CIVILIAN EMPLOYEES: 6 full time, 7 part time

CPD Office Associate	1 full time
CPD Records Clerk	1full time
CPD Records Clerk	1 part time OPEN
MCIN Coordinator	1 full time*
CPD Patrol Assistant	1 full time
CPD Crime Analyst	1 full time*
CPD Maintenance	1 part time
C3IN Office Associate	1 part time**
C3I Office Associate	1 part time**
MPA Supervisor	1 part time
Parking Meter Supervisor	1 full time
Parking Enforcement	2 part time
Code Enforcement	1 part time

\*=Grant funded

\*\*=Shared costs with other agencies

### LEAVE REPORT

VACATION TAKEN: 1,455.5

COMP TIME USED: 254

SICK TIME USED: 146

YEAR TO DATE (beginning 07/01/21): 9,848.125

YEAR TO DATE (beginning 07/01/21): 2,202.25

YEAR TO DATE (beginning 07/01/21): 3,103.25

### OVERTIME REPORT

OVERTIME WORKED: 200

HOSPITAL SECURITY: 60

COURT TIME WORKED: 347

YEAR TO DATE (beginning 07/01/21): 2,263.75

YEAR TO DATE (beginning 07/01/21): 948.5

YEAR TO DATE (beginning 07/01/21): 3,421

**File Attachments for Item:**

1. Approval of the Closed Session Minutes of March 22 and 29, 2022, and the Regular Session Minutes of April 5, 2022

# 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, March 22, 2022; 3:00 p.m.

The Mayor and City Council convened into Closed Session from the Open Work Session at 3:00 p.m. for an executive session pursuant to Section 3-305 (b)(14) of the General Provisions Article of the Annotated Code of Maryland to discuss a bid proposal received for the redevelopment of 19 Frederick Street.

**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, Joseph George and Laurie Marchini.

**ALSO PRESENT:** Jeffrey Silka, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk

# 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, March 29, 2022; 3:00 p.m.

The Mayor and City Council convened into Closed Session from the Open Work Session at 5:45 p.m. for an executive session pursuant to Section 3-305 (b)(3) of the General Provisions Article of the Annotated Code of Maryland to discuss the Cumberland Economic Development Corporation's acquisition of a certain parcel of City-owned land.

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

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

**ALSO PRESENT:** Jeffrey Silka, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk



# Mayor and City Council of Cumberland

*Mayor* Raymond M. Morriss  
*Councilman* Richard J. "Rock" Cioni  
*Councilman* Eugene T. Frazier  
*Councilman* Joseph P. George  
*Councilwoman* Laurie P. Marchini

City Administrator Jeffrey F. Silka  
City Solicitor Michael S. Cohen  
City Clerk Marjorie A. Woodring

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## MINUTES

M&CC Regular Public Meeting  
City Hall Council Chambers, 57 N. Liberty St., Cumberland

DATE: April 05, 2022

**I. OPEN SESSION – 6:15 p.m.**

**II. Pledge of Allegiance**

**III. Roll Call**

**PRESENT:**

Councilman Richard J. "Rock" Cioni  
Councilman Eugene T. Frazier  
Councilman Joseph P. George  
Councilwoman Laurie P. Marchini

Also Present: Jeffrey Silka, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk; Ken Tressler, Director of Administrative Services; Lee Borrer, Senior Community Development Specialist

**IV. Statement of Closed Meetings**

Mayor Morriss announced that Closed Sessions had been held on March 22, 2022 at 3:00 p.m., and on April 5, 2022 at 5:00 p.m., and read into the record summaries of those sessions which are 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. Presentations**

1. Presentation of a Certificate of Recognition to Brianna Lavelle, Fort Hill HS Freshman Wrestler, for her many tournament achievements in wrestling.

Mayor Morriss read the Certificate and presented it to Ms. Lavelle, congratulating her for her achievements in Fort Hill H.S. wrestling tournaments.



2. Quarterly presentation of awards to employees who have reached career milestones with the City of Cumberland.

Mayor Morriss read the list of recipients, noting that Michael Shaffer, 10 year recipient, was unable to attend.

Fire Chief Shannon Adams recognized Lt. Garrett Parsons and Capt. Cody Pearce, 15 years, both hired in February 2007, who both graduated from the Training Academy. He added that Lt. Parsons is currently in charge of turn-out gear, and said Capt. Pearce is heading up the Academy.

Mayor Morriss recognized Tom Tressler, 20 years, hired in Jan 2002 at WFP (worked 10 years there, transferred to Water Dist.) Highly skilled, jack of all trades. 20 years total.

Mayor Morriss also recognized Brian Emrick, 20 years, hired in March 2002, and was initially part of Property Improvement Program, and then transferred to General Services. The Mayor stated that Brian is involved in lot of projects in all City buildings, and is very well respected and reliable; truly a craftsman.

Fire Chief Adams recognized Chris Ratliff, 30 years, hired in March 1992, and rose in ranks to Firefighter, Lieutenant, Captain, and currently serves as the new Fire Marshall. Chief Adams stated that he and Chris have been friends a long time, and says Chris is one he relies on every day. Mayor Morriss stated that since he's gotten to know Chris, he's found that he is really a special man, and a real attribute to the CFD.

The Chief also recognized Tim Malone, 35 years, hired in March 1987, and said he came up through the ranks as Firefighter, equipment operator, and currently is a Lieutenant in the CFD. The Chief said Tim has been instrumental through the years keeping track of the Keybox system, as well as the department's Station 2.

Mayor Morriss recognized Diane Johnson, 40 years, hired in 1982 to the Parks and Recreation Department and worked her way up through the department having a variety of positions, to finally being the Director. The Mayor stated that Diane does a fabulous job and said they appreciate all she has done, adding that her job is very big since she is "the one" in that department. He also stated that Diane has been very instrumental in developing the City's 5-Year Strategic Plan.

Fire Chief Adams recognized Julie Davis, 45 years, hired in January 1977, said he has known her for 27 years, she is the one behind the scenes keeping the CFD going, and said that in the last 12 years of being downstairs in the department he has seen it daily. Chief Adams stated that he can't say enough about Julie. Mayor Morriss stated that Julie is probably one of the most important City employees, and remarked on how much she means to the Fire Department and the value that she brings keeping all the guys and everything together running smoothly.

## **VI. Proclamations**

1. Proclaiming April 5, 2022 as Cumberland Arbor Day

Mayor Morriss read the proclamation and advised that Wednesday, April 6<sup>th</sup> and Thursday, April 7<sup>th</sup> at Constitution Park the City is having a celebration of Arbor Day starting at 4:00 p.m.

2. Proclaiming the month of April in Cumberland as Fair Housing Month

Mayor Morriss read the proclamation and presented it to Lee Borrer, Senior Community Development Specialist.

**VII. Director's Reports**

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

**(A) Administrative Services**

1. Administrative Services monthly report for January 2022

**(B) Engineering**

1. Engineering Division monthly report for February, 2022

**VIII. Approval of Minutes**

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

1. Approval of the Work Session Minutes of November 16 and 23, 2021, and the Closed Session and Work Session Minutes of December 7, 2021, and the Special Public Meeting Minutes of March 29, 2022

**IX. Public Hearings**

1. Public Hearing to present project recommendations and receive comment on the Draft 2022 Community Development Block Grant (CDBG) Annual Action Plan.

Ms. Lee Borrer provided a PowerPoint presentation and gave background on the Community Development Block Grant funding, through HUD, for recommended projects in the City, advising that the goals and objectives followed were developed in 2020 for a 5-year plan. She mentioned the publication of recommended projects being in the Times-News on March 11<sup>th</sup>, and provided the list of projects, which are in the PowerPoint presentation. She also reviewed the application process which began in January, and said the timeline was also published in the Times-News, with the first public hearing in February. She added that the comment period goes through April 11<sup>th</sup>.

Hearing Convened: 6:52 p.m.

*There were no comments*

Hearing Adjourned: 7:02 p.m.

**X. New Business**

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

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

**Order 26,984** - approving a Special Taxing District residential exemption of \$334.93 for 27 N. Centre Street.

Mr. Silka advised that this exemption is for businesses downtown that are 50% or more residential use.

**Order 26,985** - approving the hiring of James T. Wilson as a construction inspector for the Decatur Street 24" Crosstown Water Main Replacement Project (31-17-W) to provide onsite technical advice on a day-to-day basis for the amount of \$32,000.

Mr. Silka advised that this onsite inspector will be paid \$25/hour for a total of 1280 hours for this project.

**Order 26,986** - authorizing the execution of a Memorandum of Understanding (MOU) with MDOT - SHA to award Transportation Alternatives Program (TAP) grant assistance in the amount of \$6,291,232.63, or 80% of eligible project costs, with a \$1,572,808.16 City match, to be used for the Baltimore Street Access Project.

Mr. Silka advised that this application allows the City to access the grant funding.

**Order 26,987** - approving the sole source purchase of 2 new Ford Escape SUVs from National Fleet Group for the not-to-exceed amount of \$59,777.48 using Sourcewell Contract No. 091521-NAF in accordance with City Code Section 2-171(c).

Mr. Silka advised that these vehicles are budgeted, with one being for the Public Property/Street superintendent, and the other for the Sewer Department superintendent.

**Order 26,988** - authorizing execution of a Contract of Sale with Steve and Wendy Herker for the sale of their property at 306 Fayette Street (*Allegany County Land Records, Book 2075 / Page 164*) to the City for the amount of \$125,000, authorizing acceptance of the deed, and granting the City Administrator and City Solicitor the authority to execute documents necessary for the transfer.

Mr. Silka advised that the City's control of this property is vital to the construction of the Fayette Street Bridge.

**Order 26,989** - accepting the recommendation from the Planning and Zoning Commission, dated March 28, 2022, to (1) approve a Zoning Text Amendment (ZTA #22-01) to amend the "Recreation, Amusement, Entertainment" section of the Use Regulations Table (Section 25-132) to define Fantasy Gambling as a permitted use in all city zones besides residential; (2) amend Section 11-132, entitled "Gambling," to support the proposed amendments to the Use Regulations Table; and (3) authorize the commencement of procedures to effect the amendments.

Mr. Silka advised that this will allow fantasy competitions and sports wagering at physical locations that was authorized through the referendum in November

2020, and said there will be 30 competitive licenses available within the state, with the City having no role or authority in granting the licenses. He added that this will go to a public hearing and ordinance as part of the process.

**Order 26,990** - appointing Joseph P. George to the Evitts Creek Steering Committee as the City Council representative effective April 5, 2022.

**XI. Public Comments**

*No public comments*

All public comments are limited to 5 minutes per person

**XII. Adjournment**

With no further business at hand, the meeting adjourned at 7:02 p.m.

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

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

ATTEST: Marjorie A. Woodring, City Clerk \_\_\_\_\_

**File Attachments for Item:**

. **Ordinance No. 3922** (*1st reading*) - (ZTA #22-02) to amend the definition for the Residential-Office (R-O) Zoning District set forth in Section 25-101(b)(5) of the City Code and amend the Use Regulations Table set forth in Section 25-132 to include "Dwelling Units / Mixed Uses" as a permitted use in the R-O District

**ORDINANCE NO. 3922**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, ENTITLED "AN ORDINANCE TO AMEND THE CITY OF CUMBERLAND ZONING ORDINANCE (I.E., CHAPTER 25 OF THE CODE) FOR THE PURPOSE OF AMENDING THE DEFINITION FOR THE RESIDENTIAL-OFFICE (R-O) ZONING DISTRICT SET FORTH IN SECTION 25-101(b) (5) OF THE CITY ZONING ORDINANCE AND THE USE REGULATIONS TABLE OF THE SAID ZONING ORDINANCE (SECTION 25-132 OF THE CITY CODE) TO INCLUDE "DWELLING UNITS/MIXED USES" AS A PERMITTED USE IN THE RESIDENTIAL OFFICE ZONING DISTRICT."

**WHEREAS**, Title 4, Subtitle 2 of the Land Use Article of the Annotated Code of Maryland grants the Mayor and City Council the power to enact a zoning ordinance, amend it from time to time, and provide for its administration and enforcement.

**WHEREAS**, presently "dwelling units/mixed uses" are not permitted in the Residential-Office (R-O) Zoning District.

**WHEREAS**, precluding the said use from being conducted in the R-O District is inconsistent with the purpose the R-O District is intended to serve, which, as stated in Section (b) (5) of the City Code, is "to provide areas appropriate for the harmonious mixing of residential and non-residential uses, and to provide for higher density residential development in a variety of housing types."

**WHEREAS**, City staff recommended that the Use Regulations Table of the Zoning Ordinance be amended by designating dwelling unit/mixed uses as permitted uses in the R-O District. It also recommended that the language in Section 25-101(b) (5) pertaining generally to the purposes the R-O District is intended to serve by adding the following language to the end of that subsection: "Dwelling units/mixed uses are consistent with this purpose and, perhaps, necessary for its fulfillment."

**WHEREAS**, the Mayor and City Council deem it necessary for the purpose of promoting the health, safety, morals, and/or general welfare of the City to amend the City of Cumberland Zoning Ordinance from time to time.

**WHEREAS**, the City of Cumberland Municipal Planning and Zoning Commission held a public hearing on the subject matter of this Ordinance on April 25, 2022, and determined that it should recommend that the Mayor and City Council pass an Ordinance adopting the amendments to the City of Cumberland Zoning Ordinance which were proposed by staff.

**WHEREAS**, notice of the time and place of the hearing was published in the Cumberland Times-News, a newspaper of general circulation in the City of Cumberland, once each week for two successive weeks (on April 11, 2022 and April 18, 2022), the first such notice having been published at least 14 days prior to the hearing, as required by Section 25-439(b).

**WHEREAS**, the Mayor and City Council held a public hearing regarding the subject matter of this Ordinance on July 5, 2022, having published notice of the time and place of the hearing together with a summary this Ordinance in the Cumberland Times-News, a newspaper of general circulation in the City of Cumberland, once each week for two successive weeks (on June 8, 2022 and June 15, 2022), the first such notice having been published at least 14 days prior to the hearing, as required by Section 25-437(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 subject to the amendment of the recommended language for Section 25-101(b)(5) from "Dwelling units/mixed uses are consistent with this purpose and, perhaps, necessary for its fulfillment" to "Dwelling units/mixed uses are consistent with this purpose."

**NOW, THEREFORE:**

**SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND**, that Section 25-101(b)(5) of the City Code is hereby amended to read as follows:

(5) *Residential-Office (R-O)*. The purpose of this district is to provide areas appropriate for the harmonious mixing of residential and non-residential uses, and to provide for higher density residential development in a variety of housing types. Dwelling units/mixed uses are consistent with this purpose.

**SECTION 2: AND BE IT FURTHER ORDAINED**, that the portion of the Use Regulations Table set forth in Section 25-132 of the City Code applicable to Zoning Ordinances is hereby amended as follows [NOTE: Bold print and highlighted provisions show the amendments to Section 25-132]:

USE REGULATIONS TABLE

<b>Key:</b> P Permitted Use C Conditional Use P* Permitted only within cluster developments (pursuant to Section 9)											
<b>USE DESCRIPTION</b>	<b>R-E</b>	<b>R-S</b>	<b>R-U</b>	<b>R-O</b>	<b>B-L</b>	<b>B-H</b>	<b>B-CBD</b>	<b>B-C</b>	<b>I-G</b>	<b>G-C</b>	<b>G-I</b>
<b>Residential</b>											
....											
<b>Dwelling units/mixed uses</b>				<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>		<b>P</b>	<b>P</b>
....											

**SECTION 3: AND BE IT FURTHER ORDAINED,** that this Ordinance shall take effect ten (10) days from the date of its passage.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

ATTEST:

\_\_\_\_\_  
Marjorie A. Woodring, City Clerk



**File Attachments for Item:**

. **Ordinance No. 3923** (*1st reading*) - accepting the bid from Kevin and Anita Thacker for the purchase of surplus properties at 7 and 9 Arch Street for the amount of \$100.00 and authorizing execution of a deed to effect the conveyance

**ORDINANCE NO. 3923**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT BID FOR THE PURCHASE OF TWO PARCELS OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 7 ARCH STREET AND 9 ARCH STREET AND TO AUTHORIZE THE CONVEYANCE OF THESE PROPERTIES TO KEVIN AND ANITA THACKER, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, AND TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

**WHEREAS**, Mayor and City Council of Cumberland is the fee simple owner of two certain parcels of real property located at 7 Arch Street and 9 Arch Street, Cumberland MD (the "Properties");

**WHEREAS**, the Properties were declared surplus under the terms of Order No. 25,850, passed by the Mayor and City Council on July 21, 2015;

**WHEREAS**, the Properties were included in the solicitation for bids known as the "2021 Request for Bids Surplus Properties Round I" but were not bid upon in the original solicitation for bids;

**WHEREAS**, the City has since received a bid for the Properties through the City's "Ongoing Surplus Property Sale" and staff is recommending that the Mayor and City Council award the bid for the properties known as 7 Arch Street and 9 Arch Street to Kevin and Anita Thacker ("Purchaser") for the amount of \$100.00 (One Hundred Dollars); and

**WHEREAS**, subject to the hereinafter set forth terms, the Mayor and City Council deem the acceptance of this bid to be in the City's best interests.

**NOW, THEREFORE**

**SECTION 1:** BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council accept the bid of Kevin and Anita Thacker for the sum of \$100.00 (One Hundred Dollars) subject to the following terms and conditions:

- A. Purchaser shall pay all recordation and transfer taxes required to record the deed effecting the conveyance of the Property successfully bid upon;
- B. Each purchaser shall pay the \$60.00 deed recordation fee charged by the court.
- C. Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the tax year and will assume responsibility for the payment of those taxes thereafter. The amount of pro-rated City and County taxes will be conveyed to the purchaser and shall be paid by cashier's check, personal check, or money order.
- D. The Properties will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;
- E. The City will record the deed for the Purchaser, who in turn shall pay the City's \$100.00 deed recordation fee.
- F. The purchase price, the pro-rated City taxes, and the City's \$100.00 recording fee shall be paid by bank check, cashiers check or money order made payable to "City of Cumberland" and shall be hand-delivered or mailed to:

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

County taxes and County recording fees shall be paid by bank check, cashiers check or money order made payable to "Allegany County" and shall be hand-delivered or mailed to:

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

A purchaser's deed shall be released upon the payment of these sums and final recordation of the deed.

- G. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of a purchaser's bid, unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

**SECTION 2:** AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute and deliver deeds effecting the aforesaid conveyances subject to the aforesaid requirements;

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

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

ATTEST:

\_\_\_\_\_  
Marjorie A. Woodring, City Clerk

# EXHIBIT A

## QUITCLAIM DEED

**THIS QUITCLAIM DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **Mayor and City Council of Cumberland** (the “Grantor”), a Maryland municipal corporation, and \_\_\_\_\_ (the “Grantee”), \_\_\_\_\_, party of the second part.

### WITNESSETH:

That for and in consideration of the sum of \_\_\_\_\_ cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, \_\_\_\_\_ [personal representatives, administrators, heirs or successors] and assigns, forever in fee simple:

**IT BEING** the same property which was conveyed from \_\_\_\_\_ to the Grantor by deed dated \_\_\_\_\_ and recorded among the Land Records of Allegany County, Maryland in Book \_\_\_\_\_, Page \_\_\_\_\_.

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

**TO HAVE AND TO HOLD** the above-described property unto the Grantee, \_\_\_\_\_ [personal representatives, administrators, heirs or successors] and assigns in fee simple forever.

**PROVIDED, HOWEVER**, that this deed shall be null and void and of no force and effect if it is not recorded within ninety (90) days of its date.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL  
OF CUMBERLAND**

\_\_\_\_\_  
Marjorie A. Woodring, City Clerk

By: \_\_\_\_\_ (SEAL)  
Raymond M. Morriss, Mayor

**STATE OF MARYLAND,  
ALLEGANY COUNTY, TO WIT:**

I **HEREBY CERTIFY**, that on this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$\_\_\_\_\_ and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

**WITNESS** my hand and Notarial Seal.

\_\_\_\_\_  
**NOTARY PUBLIC**

**My Commission Expires:** \_\_\_\_\_

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

\_\_\_\_\_  
**MICHAEL SCOTT COHEN**

**File Attachments for Item:**

. **Ordinance No. 3924** (*1st reading*) - accepting the bid from Kevin and Anita Thacker for the purchase of surplus property at 105 Grand Avenue for the amount of \$100.00 and authorizing execution of a deed to effect the conveyance

**ORDINANCE NO. 3924**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT BID FOR THE PURCHASE OF A PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 105 GRAND AVENUE AND TO AUTHORIZE THE CONVEYANCE OF THIS PROPERTY TO KEVIN AND ANITA THACKER, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, AND TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

**WHEREAS**, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 105 Grand Avenue, Cumberland MD (the "Property");

**WHEREAS**, the Property was declared surplus under the terms of Order No. 26,899, passed by the Mayor and City Council on November 2, 2021;

**WHEREAS**, the Property was included in the solicitation for bids known as the "2021 Request for Bids Surplus Properties Round IV" but was not bid upon in the original solicitation for bids;

**WHEREAS**, the City has since received a bid for the Property through the City's "Ongoing Surplus Property Sale" and staff is recommending that the Mayor and City Council award the bid for the property known as 105 Grand Avenue to Kevin and Anita Thacker ("Purchaser") for the amount of \$100.00 (One Hundred Dollars); and

**WHEREAS**, subject to the hereinafter set forth terms, the Mayor and City Council deem the acceptance of this bid to be in the City's best interests.

**NOW, THEREFORE**

**SECTION 1:** BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council accept the bid of Kevin and Anita Thacker for the sum of \$100.00 (One Hundred Dollars) subject to the following terms and conditions:



- A. Purchaser shall pay all recordation and transfer taxes required to record the deed effecting the conveyance of the Property successfully bid upon;
- B. Each purchaser shall pay the \$60.00 deed recordation fee charged by the court.
- C. Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the tax year and will assume responsibility for the payment of those taxes thereafter. The amount of pro-rated City and County taxes will be conveyed to the purchaser and shall be paid by cashier's check, personal check, or money order.
- D. The Properties will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;
- E. The City will record the deed for the Purchaser, who in turn shall pay the City's \$100.00 deed recordation fee.
- F. The purchase price, the pro-rated City taxes, and the City's \$100.00 recording fee shall be paid by bank check, cashiers check or money order made payable to "City of Cumberland" and shall be hand-delivered or mailed to:

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

County taxes and County recording fees shall be paid by bank check, cashiers check or money order made payable to "Allegany County" and shall be hand-delivered or mailed to:

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

A purchaser's deed shall be released upon the payment of these sums and final recordation of the deed.

- G. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of a purchaser's bid, unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

**SECTION 2:** AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute and deliver deeds effecting the aforesaid conveyances subject to the aforesaid requirements;

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

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

ATTEST:

\_\_\_\_\_  
Marjorie A. Woodring, City Clerk

# EXHIBIT A

## QUITCLAIM DEED

**THIS QUITCLAIM DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **Mayor and City Council of Cumberland** (the “Grantor”), a Maryland municipal corporation, and \_\_\_\_\_ (the “Grantee”), \_\_\_\_\_, party of the second part.

### WITNESSETH:

That for and in consideration of the sum of \_\_\_\_\_ cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, \_\_\_\_\_ [personal representatives, administrators, heirs or successors] and assigns, forever in fee simple:

**IT BEING** the same property which was conveyed from \_\_\_\_\_ to the Grantor by deed dated \_\_\_\_\_ and recorded among the Land Records of Allegany County, Maryland in Book \_\_\_\_\_, Page \_\_\_\_\_.

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

**TO HAVE AND TO HOLD** the above-described property unto the Grantee, \_\_\_\_\_ [personal representatives, administrators, heirs or successors] and assigns in fee simple forever.

**PROVIDED, HOWEVER**, that this deed shall be null and void and of no force and effect if it is not recorded within ninety (90) days of its date.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL  
OF CUMBERLAND**

\_\_\_\_\_  
Marjorie A. Woodring, City Clerk

By: \_\_\_\_\_ (SEAL)  
Raymond M. Morriss, Mayor

**STATE OF MARYLAND,  
ALLEGANY COUNTY, TO WIT:**

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$\_\_\_\_\_ and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
**NOTARY PUBLIC**

My Commission Expires: \_\_\_\_\_

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

\_\_\_\_\_  
**MICHAEL SCOTT COHEN**

**File Attachments for Item:**

. **Order 27,038** - accepting the purchasing cooperative contract with Allegany County for unleaded gasoline and diesel fuel from Southern States Co-op, Inc. for an amount not-to-exceed \$325,000

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

ORDER NO. 27,038

DATE: July 19, 2022

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

**THAT**, the bid proposal from Southern States Cooperative, Inc., 811 N. Mechanic Street, Cumberland, MD 21502, to provide unleaded gasoline and diesel fuel to the City for Fiscal Year 2023 for an amount not-to-exceed Three Hundred Twenty-five Thousand Dollars and No Cents (\$325,000.00) be and is hereby accepted, and

**BE IT FURTHER ORDERED**, that, in accordance with City Code Section 2-171(c), this bid proposal shall piggyback off of the Allegany County Commissioner's FY23 Contract for Unleaded Gasoline and Ultra Low Sulfur Diesel Fuel with Southern States Cumberland Cooperative, authorized by the Allegany County Commissioners on June 23, 2022.

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**Raymond M. Morriss, Mayor**

Budget #: 001.141.03 (Inventory Gasoline) \$200,000.00

Budget #: 001.141.04 (Inventory Diesel) \$125,000.00

# Council Agenda Summary

Meeting Date: July 19, 2022

Key Staff Contact: Brian Broadwater

## *Item Title:*

Order Accepting the purchasing cooperative contract with Allegany County of Unleaded Gasoline and Diesel Fuel from Southern States Co-op, Inc., 811 North Mechanic Street, Cumberland, MD 21502 for an amount not to exceed \$325,000.

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

Requesting an order to accept the purchasing cooperative contract with Allegany County of Inventory Gasoline and Diesel Fuel from Southern States Co-op, Inc for an amount not to exceed \$325,000. We will be piggybacking off of the County Commissioners of Allegany County, Maryland Contract. This is in accordance with the City Code Section 2-171 (c) – Purchasing cooperatives, state and local government contracts (Piggybacking Contracts).

## *Amount of Award:*

\$325,000

## *Budget number:*

001.141.03 (Inventory Gasoline) \$200,000

001.141.04 (Inventory Diesel) \$125,000

## *Grant, bond, etc. reference:*

N/A

**MOTION**

By motion duly carried of the County Commissioners of Allegany County, Maryland, the following action was authorized as part of the Consent Agenda for the Thursday, June 23, 2022, public meeting:

Authorized the award for Unleaded Gasoline & Ultra Low Sulfur Diesel to Southern States Cumberland Co-op, Inc., 811 North Mechanic Street, Cumberland, MD 21502 in the amount of \$1,604,815.89.

VOTE:      yes      yes      yes  
                 JCS      CYB      D/C

**County Commissioners of Allegany County, Maryland**

**C E R T I F I C A T I O N**

I, Linda Simpson, Clerk to the County Commissioners, hereby certify that the above action of the Commissioners is a part of the formal, written record of the public meeting held on the 23<sup>rd</sup> day of June in the year 2022.

BY: Linda Simpson  
Linda Simpson,  
Clerk to the County Commissioners

S E A L

Dept.: AC Department of Public Works  
Account No.: 1465.8622  
Contact Person: Daniel S. DeWitt, P.E.





**ALLEGANY COUNTY**  
**DEPARTMENT OF PUBLIC WORKS**  
**ROADS DIVISION**

701 Kelly Road  
Cumberland, MD 21502  
(301) 777-5955 FAX (301) 777-1439

**BOARD OF COMMISSIONERS**

Jacob C. Shade, *President*  
Creade V. Brodie, Jr., *Commissioner*  
David J. Caporale, *Commissioner*

Jason Bennett, CPA, *County Administrator*  
Adam Patterson, P.E., *Director of Public Works*  
M. Scott Sweitzer, *Roads Superintendent*

June 29, 2022

Southern States Cumberland Cooperative  
Attn: Mr. Neal Cesna  
811 N. Mechanic Street  
Cumberland, MD 21502

Re: FY 23 Contract for Unleaded Gasoline and Ultra Low Sulfur Diesel Fuel

Dear Mr. Cesna,

I am pleased to advise you that the Allegany County Commissioners have accepted your bid proposal to provide fuel for fiscal year 2023 in accordance with the request for proposals issued in May 2022.

In accordance with the conditions set forth in the proposals, the invoices must follow requirements noted on page 6. Any deviations from the invoicing requirements must be approved by the Roads Superintendent, Scott Sweitzer. Please continue to coordinate with Mr. Brad Guthrie on fuel deliveries, etc. for the upcoming contract.

We look forward to a positive working relationship with your company during the coming year.

Sincerely,

Shelley Loibel  
Roads Office Manager

sl  
cc: file

**FUEL BID PROPOSAL SHEET**

Business Name: Southern States Cumberland Coop  
 Contact Person: Neal Cessna Title: Manager  
 Address: 811 N Mechanic St Cumberland, MD 21502  
 Phone: 301-722-3076 Fax: 301-724-2394  
 Email: neal.cessna@sscoop.com

I hereby submit the following bid in accordance with the special terms, conditions and specifications contained within this request on behalf of

Southern States Cumberland Coop  
 Business Name  Signature

**Tank Wagon Deliveries**

	A	B	C	D	E
Fuel Type	Average Daily Altoona OPIS Rack Price 6-7-22	Markup (4 Decimal Places)	Bid Price A + B	Estimated Quantity Gallons	Total C x D
1 Unleaded Gasoline (including State tax)	\$4.6131	\$0.0575	\$4.6706	164,200	\$766,912.52
2 Ultra Low Sulfur Diesel Fuel (excluding all taxes)	\$5.0530	\$0.0575	\$5.1105	164,150	\$838,888.57
<b>Grand Total (Total 1 + Total 2)</b>					<b>\$1,605,801.09</b>

*Basis of Award: Contract will be awarded based on lowest Grand Total submitted by a responsive, responsible bidder, taking into account local bid preference, as required.*

**Fuel Additives, Dyes, Federal and State Fees:**

1. HPFI Additive: \$ \_\_\_\_\_ per gallon
2. Winter Additive EC-1: \$ \_\_\_\_\_ per gallon
3. Federal Oil Spill Fee: \$ \_\_\_\_\_ per gallon
4. Federal LUST: \$ \_\_\_\_\_ per gallon
5. MD State Motor Fuel: \$ \_\_\_\_\_ per gallon
6. Md Oil Transfer Fee: \$ \_\_\_\_\_ per gallon

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of fuel source: Southern States Richmond  
Address of fuel source: 6606 W. Broad St, Richmond, VA 23230  
Contact Person: Tracy Amburgy  
Phone No.: 804-281-1382 Fax No.: 804-281-1362

2. Bid prices shall include all labor, material, supervision, and insurance necessary to provide and deliver fuels to various County agencies and municipalities specified herein. Tank Wagon deliveries will be required due to the storage tank capacities of each location.

3. The supplier shall not be permitted to sublet his or its contract without the prior written consent of the County.

4. All fuel delivered shall be metered from the delivery truck.

5. Bidders shall specify brand names and minimum octane or cetane ratings for all fuel to be supplied on their Bid Proposal. The same brand of fuel specified must be used throughout the life of the contract, unless otherwise approved by the County, College, Frostburg State University and City of Cumberland. The bidders may submit other pertinent information they feel will assist the County in determining the quality and character of the product being bid.

6. All bidders must complete and submit the attached Affidavit of Qualification to Bid.

7. **Unit prices bid for Ultra Low Sulfur Diesel Fuel shall not include Federal or State taxes. Unit prices bid for Unleaded Gasoline shall include current State taxes.** It will be the responsibility of the supplier or vendor to provide certification form for Federal Road Tax Exemption and it will be the responsibility of the supplier or vendor to apply for Federal Tax refund on Gasoline sold to the County. It is understood the County will execute any lawful Tax Exemption Certificates required by the vendor. Orders for fuel will be placed by individual County Departments, Allegany College of Maryland, Frostburg State University, and the City of Cumberland. All invoices shall be submitted and be itemized to clearly indicate the quantity and cost of each fuel delivered and shall be identified by delivery ticket number and delivery dates. Delivery tickets will not be accepted as invoices, but shall accompany invoices. All invoices should be mailed to the appropriate agency or department and shall be paid on a monthly basis.

8. The bid price for all fuel shall be the markup price (in cents per gallon, to a maximum of four (4) decimal places) for each type of fuel added to the listed OPIS rack average daily price (base price) as described herein.

The markup price stated on the Bid Proposal Page shall include all freight costs, overhead, profit and unloading of fuel into storage tanks at any of the locations outlined in the ***Participating Agencies General Information Section***. Any applicable taxes shall be itemized and billed as a separate item on invoices. The markup pricing shall remain firm for the duration of the contract.

The base price shall be the Average Daily (Morning/10:00 a.m.) OPIS Altoona Rack Price on the day the order is delivered. It is the responsibility of the winning bidder to supply this rack price documentation with each invoice to ensure payment of each invoice for fuel. Adjustments in the base price, both increases and decreases, will be approved as documented with each invoice. Failure to submit this requested OPIS documentation may result in contract cancellation on the basis of nonperformance or default. **For bidding purposes, bidder shall include the Average Daily (Morning/10:00 a.m.) OPIS Altoona Rack Price documentation for June 7, 2022 as part of the bid submission.**

CITY OF  
**CUMBERLAND**  
MARYLAND

**DEPARTMENT OF PUBLIC WORKS**

July 7, 2022

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

Dear Mayor and City Council,

I recommend that we move forward with the purchasing cooperative contract of unleaded gasoline and diesel fuel from Southern States Co-op, Inc., 811 North Mechanic Street, Cumberland, MD 21502 for an amount not to exceed \$325,000.

We will be piggybacking off of the purchasing cooperative with the County Commissioners of Allegany County, MD fuel contract. Allegany County includes the City of Cumberland in their Request for Proposal for unleaded gasoline and diesel fuel. This is in accordance with the City Code Section 2-171 (c) – Purchasing cooperatives, state and local government contracts (Piggybacking Contracts). The total of \$325,000 includes unleaded gasoline in the amount of \$200,000 and \$125,000 for diesel fuel.

**MAYOR**  
RAYMOND M. MORRISS

**COUNCIL**  
RICHARD J. CIONI, JR.  
EUGENE T. FRAZIER  
JOSEPH P. GEORGE  
LAURIE P. MARCHINI

**CITY ADMINISTRATOR**  
JEFFREY E. SILKA

**PW OPERATIONS  
MANAGER**  
BROOKE CASSELL

Sincerely,



David Broadwater Jr  
Fleet Manager



MEMBER MARYLAND  
MUNICIPAL LEAGUE (MML)

215 BOWEN STREET, CUMBERLAND, MD 21502 [www.cumberlandmd.gov](http://www.cumberlandmd.gov)  
VOICE (301)759-6620 • FAX (301)759-6632 • TDD (800)735-2258

**File Attachments for Item:**

. **Order 27,039** - approving a 2022-2023 Special Taxing District residential exemption of \$334.93 for 27 N. Centre Street

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

ORDER NO. 27,039

DATE: July 19, 2022

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

**THAT**, the following Residential Exemption from the Special Taxing District Levy for the 2022-2023 tax year be and is hereby granted:

Property Owner	Tax Year / Account No.	Tax Year	Exemption Amt.
Saville, Sandra	27 N. Centre St. / 14-002618	2022-23	\$ 334.93

**BE IT FURTHER ORDERED**, that this exemption is hereby granted pursuant to the provisions of Section 236 of the City Charter.

---

**Raymond M. Morriss, Mayor**

**City of Cumberland  
SPECIAL TAXING DISTRICT REQUEST FOR EXEMPTION**

Tax Year 2022-2023

I, Sandra Saville request an exemption from the Special Taxing District Levy for property owned by me at: 27 N. Centre St.

My request is based upon the fact that:

50% **Residential** - this property, or portion thereof, is occupied and used by the owner for his or her residence;

\_\_\_\_\_ **Industrial** - this property, or portion thereof, is used solely for light manufacturing purposes, and qualifies for a similar exemption according to the tax provisions of Allegany County, Maryland.

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

Residential 50 %

Industrial \_\_\_\_\_ %

As to approved applications, the exemption shall be granted for all fiscal years falling within the calendar year preceding the date of the submission of the application for the exemption.

Signed: Sandra Saville  
Date: March 21, 2022

**For City use**

Tax Account No: 14 002618 4P

	Assessed Amount	Tax Amount
Original	146900	669.86
Exempt	73450	334.93
Billable	73450	334.93



**File Attachments for Item:**

. **Order 27,040** - authorizing execution of Change Order No. 1 to the existing contract with Hite Associates, Inc. for the "WRF Head of Plant & Operations Building Roof Replacement Project (5-22-WFR)" for an increased amount not-to-exceed \$967.23, to address the replacement of plywood and fabrication of new exhaust flues

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

ORDER NO. 27,040

DATE: July 19, 2022

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

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 1 to the original contract with Hite Associates, Inc., 11521 Milnor Avenue, Cumberland, MD, 21501 for the "WRF Head of Plant and Operations Building Roof Replacement Project" (5-22 WRF) in the increased amount not-to-exceed Nine Hundred Sixty-seven Dollars and Twenty-three Cents (\$967.23), bringing the total contract price to One Hundred Thirteen Thousand, Two Hundred Four Dollars and Eighty-two Cents (\$113,204.82).

---

**Raymond M. Morriss, Mayor**

	<b>Amount</b>
Original Contract Amount	\$112,237.59
Change Order No. 1	\$ 967.23
<b>New Contract Amount</b>	<b><u>\$113,204.82</u></b>

Budget: 003.399.TP15.62000

# Council Agenda Summary

Meeting Date: 7/19/2022

Key Staff Contact: Robert Smith, PE

***Item Title:***

Change Order #1 for WRF Head of Plant and Operations Building Roof Replacement

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

The City of Cumberland must amend the original contract with Hite Associates, Inc. in order to include an increase in contract price due to replacing plywood and fabricating new exhaust flues in the amount of \$967.23. This will bring the total contract price to \$113,204.81.

***Amount of Award:*** \$967.23

***Budget number:*** 003.399.TP15.62000

***Grant, bond, etc. reference:*** None



Derrick Grimm &lt;derrick.grimm@cumberlandmd.gov&gt;

**Re: FW: Hite Roofing inv 7512**

5 messages

**Robert Smith** <robert.smith@cumberlandmd.gov>

Wed, Jun 29, 2022 at 1:37 PM

To: Randy Rice &lt;rrice@thebeltgroup.com&gt;

Cc: Scott Rice &lt;SRice@thebeltgroup.com&gt;, Mark Farris &lt;mfarris@thebeltgroup.com&gt;, Derrick Grimm &lt;derrick.grimm@cumberlandmd.gov&gt;

Randy - Received. Did Hite use the \$3,000 allowance that was originally allotted for in the quote, in addition to the items in the attached invoice? Thanks.

**Robert Smith, P.E.**

Director of Engineering and Utilities

City of Cumberland

[57 N. Liberty Street](#)[Cumberland, MD 21502](#)

Office 301-759-6600

Direct 301-759-6601

Cell 301-268-1180

FAX 301-759-6608

email: [robert.smith@cumberlandmd.gov](mailto:robert.smith@cumberlandmd.gov)

On Tue, Jun 28, 2022 at 8:31 AM Randy Rice &lt;rrice@thebeltgroup.com&gt; wrote:

Bobby ,

Hope you had a great vacation.

Please see attached COR for replacing plywood and fabricating new exhaust flues.

If you should have any questions please call.

Randy S. Rice

Hite Associates, Inc.

President

P. O. Box 1273

Cumberland, MD 21501-1273

PH: (301) 729-0920

FAX: (301) 729-0163

CELL: (301) 707-6408

[rrice@thebeltgroup.com](mailto:rrice@thebeltgroup.com)

-----Original Message-----

From: Tammy Shockey &lt;tshockey@thebeltgroup.com&gt;

Sent: Tuesday, June 28, 2022 8:28 AM

To: Randy Rice &lt;rrice@thebeltgroup.com&gt;

Subject: Hite Roofing inv 7512

Tammy G. Shockey,

Administrative Assistant

THE BELT GROUP OF COMPANIES

P.O. Box 1210

Cumberland, MD 21501-1210

301-729-8900 ext. 600

301-729-0163 Fax

[tshockey@thebeltgroup.com](mailto:tshockey@thebeltgroup.com)

---

**2 attachments** **Hite inv 7512.pdf**  
227K **CTYCUMBLND-WastewaterTreatment-ShingleRoofing-WorkOrderPackage (1).pdf**  
92K

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**Randy Rice** <[rrice@thebeltgroup.com](mailto:rrice@thebeltgroup.com)>

Wed, Jun 29, 2022 at 1:59 PM

To: Robert Smith <[robert.smith@cumberlandmd.gov](mailto:robert.smith@cumberlandmd.gov)>Cc: Scott Rice <[SRice@thebeltgroup.com](mailto:SRice@thebeltgroup.com)>, Mark Farris <[mfarris@thebeltgroup.com](mailto:mfarris@thebeltgroup.com)>, Derrik Grimm <[derrik.grimm@cumberlandmd.gov](mailto:derrik.grimm@cumberlandmd.gov)>

Bobby ,

No we did not. The city would only owe the \$ 967.23.

I just showed the total cost.

Sorry for the confusion.

*Randy S. Rice***Hite Associates, Inc.****President**

P. O. Box 1273

Cumberland, MD 21501-1273

PH: (301) 729-0920

FAX: (301) 729-0163

CELL: (301) 707-6408

[rrice@thebeltgroup.com](mailto:rrice@thebeltgroup.com)

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**From:** Robert Smith <[robert.smith@cumberlandmd.gov](mailto:robert.smith@cumberlandmd.gov)>**Sent:** Wednesday, June 29, 2022 1:38 PM**To:** Randy Rice <[rrice@thebeltgroup.com](mailto:rrice@thebeltgroup.com)>**Cc:** Scott Rice <[SRice@thebeltgroup.com](mailto:SRice@thebeltgroup.com)>; Mark Farris <[mfarris@thebeltgroup.com](mailto:mfarris@thebeltgroup.com)>; Derrik Grimm <[derrik.grimm@cumberlandmd.gov](mailto:derrik.grimm@cumberlandmd.gov)>**Subject:** Re: FW: Hite Roofing inv 7512

This message was sent from outside the company.

[Quoted text hidden]

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**Robert Smith** <robert.smith@cumberlandmd.gov>

Thu, Jun 30, 2022 at 12:59 PM

To: Randy Rice <rrice@thebeltgroup.com>

Cc: Scott Rice <SRice@thebeltgroup.com>, Mark Farris <mfarris@thebeltgroup.com>, Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Randy - No worries. Please send me an invoice to pay the contract in full. Today would be ideal so I can possibly get it processed tomorrow.

Derrik - Please increase the PO to accommodate the additional \$967.23 and then place an order on the 7/19 agenda to get formal authorization. This won't hold up getting Hite paid in full. I spoke with Mark about this and he's okay with doing this.

Thanks.

**Robert Smith, P.E.**

Director of Engineering and Utilities

City of Cumberland

57 N. Liberty Street

Cumberland, MD 21502

Office 301-759-6600

Direct 301-759-6601

Cell 301-268-1180

FAX 301-759-6608

email: [robert.smith@cumberlandmd.gov](mailto:robert.smith@cumberlandmd.gov)

[Quoted text hidden]

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**Mark Farris** <mfarris@thebeltgroup.com>

Thu, Jun 30, 2022 at 2:07 PM

To: Robert Smith <robert.smith@cumberlandmd.gov>, Randy Rice <rrice@thebeltgroup.com>

Cc: Scott Rice <SRice@thebeltgroup.com>, Derrik Grimm <derrik.grimm@cumberlandmd.gov>

*Robert,*

*Is the attached all you need for invoicing?*

*Mark A. Farris*


**CEO/Sr. VP/General Counsel**

**THE BELT GROUP OF COMPANIES**

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[Quoted text hidden]

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 **Hite 7247-1-06302022140559.pdf**  
549K

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**Robert Smith** <robert.smith@cumberlandmd.gov>

Thu, Jun 30, 2022 at 3:12 PM

To: Mark Farris <mfarris@thebeltgroup.com>

Cc: Randy Rice <rrice@thebeltgroup.com>, Scott Rice <SRice@thebeltgroup.com>, Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Mark - Thanks. I'll work to get this processed tomorrow. Thanks.

Derrik - Let me know if you can't process this tomorrow and I'll get with Finance to get it done.

Thanks.

**Robert Smith, P.E.**

Director of Engineering and Utilities

City of Cumberland

[57 N. Liberty Street](#)

[Cumberland, MD 21502](#)

[Office 301-759-6600](#)

[Direct 301-759-6601](#)

[Cell 301-268-1180](#)

[FAX 301-759-6608](#)

[email: robert.smith@cumberlandmd.gov](mailto:robert.smith@cumberlandmd.gov)

[Quoted text hidden]

**INVOICE**

**Hite ROOFING**



Commercial and Industrial Roofing

**Hite Associates, Inc.**

**T/A Hite Roofing**

P.O. Box 1273

Cumberland, MD 21501-1273

Phone: 301-729-0920

Fax: 301-729-0163

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

**DATE:** June 27, 2022  
**INVOICE NO.:** 7512

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**TERMS - NET 15 days**

**INTEREST AT THE RATE OF 1-1/2% PER MONTH (ANNUAL RATE 18%) WILL BE CHARGED ON ALL BALANCES THAT BECOME 30 DAYS**

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RE: Hite Job #7247

To invoice for replacing sheets of 1/2" plywwod and fabricating/installing two (2) new flue pipes at WWTP.

**Labor**

**Week Ending 6/18/22**

Sheetmetal Foreman	8 hrs	@ \$	92.80	\$	742.40
Roofers (2)	12 hrs	@	73.30		879.60
<b>Total Labor</b>				\$	1,622.00

**Material**

84 Lumber	Inv. #929-552515	\$	270.23
	Inv. #929-552538		287.85

**STOCK -**

1/2" Plywood	12 shts	@ \$	40.00	\$	480.00
16 oz. Copper	2 shts	@	377.50		755.00
24 ga. Stainless Steel	1 sht	@	246.25		246.25

2,039.33

Overhead & Profit - 15% 305.90

MD Sales Tax - 6% Exempt

**Total Material** 2,345.23

**TOTAL AMOUNT DUE THIS INVOICE..... \$ 3,967.23**



**File Attachments for Item:**

. **Order 27,041** - accepting the proposal of Gwin, Dobson and Foreman, Inc. for the "Repairs to Bridge A-C-01 McMullen Bridge - Engineering Services Contract (18-16-BR)" in the lump sum cost not-to-exceed \$42,812

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

ORDER NO. 27,041

DATE: July 19, 2022

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

THAT, the proposal of Gwin, Dobson & Foreman, Inc., 3121 Fairway Drive, Altoona, PA, 16602 for City Project "Repairs to Bridge A-C-01 McMullen Bridge-Engineering Services Contract" (18-16-BR) in the lump sum cost not-to-exceed Forty-two Thousand, Eight Hundred Twelve Dollars and No Cents (\$42,812.00) be and is hereby accepted; and

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

---

**Raymond M. Morriss, Mayor**

Budget No. 115.99XE 630000

# Council Agenda Summary

Meeting Date: 7/19/2022

Key Staff Contact: Matt Idleman, PE

## ***Item Title:***

Award Repairs to Bridge A-C-01 McMullen Bridge – Engineering Services Contract

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

Award Repairs to Bridge A-C-01 McMullen Bridge – Engineering Services Contract to low responsive bidder, Gwin, Dobson & Foreman, Inc., in the lump sum cost of \$42,812.00.

Project involves design and development of construction documents and drawings for various repairs on McMullen Bridge, including: Replacement of Multiple sections of pedestrian sidewalk/walkway; Replacement of Roadway Joint Compression Seals; Repair of delaminated and loose concrete in the underside of the median walkway; repair of spalls in the median soffit, girders, interior faces of the parapets, and deck; Seal of cracks in the abutment stems, backwalls, wingwalls, and girders.

This project was advertised for bid on 6/6/22. Bids closed on 6/29/22, with three qualified bids being received. The low bidder was Gwin, Dobson & Foreman, Inc. with an acceptable bid of \$42,812.00. The other acceptable bids ranged from \$88,480.87 to \$103,258.00.

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

***Amount of Award:*** \$42,812.00

***Budget number:*** 115.99XE 630000

***Grant, bond, etc. reference:*** State Aid Funds



Matt Idleman <matt.idleman@cumberlandmd.gov>

---

## Re: McMullen Bridge Repairs - Engineering Services

1 message

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**Jeff Silka** <jeff.silka@cumberlandmd.gov>

Wed, Jul 6, 2022 at 2:00 PM

To: Matt Idleman <matt.idleman@cumberlandmd.gov>

Cc: Robert Smith <robert.smith@cumberlandmd.gov>, Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Yes, I approve.

**Jeffrey F. Silka**  
**City Administrator**  
**City of Cumberland**  
**57 N. Liberty Street**  
**Cumberland, MD 21502**  
**Office (301) 759-6424**  
**Cell (240) 609-9303**

On Wed, Jul 6, 2022 at 1:57 PM Matt Idleman <matt.idleman@cumberlandmd.gov> wrote:

Good afternoon Jeff,

The McMullen Bridge (carrying Bedford and Frederick Streets over Queen City, CSX, and Henderson) is in need of some concrete repairs. The City has obtained \$248,000 in State Aid funds to perform this work. One requirement of using State Aid funds is to have engineering services included in the project. In accordance with City Code Section 2-171, part g., a total of 6 qualified engineering firms were solicited for proposals. Three of the 6 provided proposals, Gwin Dobson and Foreman, RK&K, and WRA. Bobby and I thoroughly read through each proposal, and agree that all 3 firms are more than qualified to provide the requested services. We have worked with all of these firms in the past and know of their high quality work. Thus, we would like to select the most economical option, Gwin Dobson and Foreman, for \$42,812. Please let me know if you would like to review the proposals and I will bring them over. Otherwise, please advise if you approve of the selection of Gwin Dobson and Foreman.

Thanks,

**Matt Idleman, PE**

*Deputy Director of Engineering, City of Cumberland*

**O:** 301-759-6503 | **C:** 304-813-8535


57 N. Liberty St, Cumberland, MD 21502

PROJECT INFORMATION	
Project Title:	Repairs to Bridge A-C-01 McMullen Bridge
City Project:	18-16-BR
Contract Length:	90 Calendar Days

CERTIFIED COST PROPOSAL TABULATION									
PROPOSER			PROPOSER			PROPOSER			
Gwin Dobson and Foreman, Inc.			Rummel, Klepper, and Kahl LLP			Whitman, Requardt and Assoc. LLP			
3121 Fairway Drive Altoona, PA 16602			700 E. Pratt St. Baltimore, MD 21202			801 South Caroline St. Baltimore, MD 21231			
TASK NO.	DESCRIPTION OF BID	UNITS	QTY.	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Total Not To Exceed Fee	---	1	\$ 42,812.00	\$ 42,812.00	\$ 88,480.87	\$ 88,480.87	\$ 103,258.00	\$ 103,258.00
<b>TOTAL COST</b>				<b>\$</b>	<b>42,812.00</b>	<b>\$</b>	<b>88,480.87</b>	<b>\$</b>	<b>103,258.00</b>

GRADING MATRIX								
ITEM NO.	ITEM DESCRIPTION	MAX GRADE	Grade	Converted Percentage	Grade	Converted Percentage	Grade	Converted Percentage
1	Consultant's understanding fo the project	10	9	18.0%	10	20.0%	10	20.0%
2	References from clients on simliar projects	10	8	16.0%	10	20.0%	10	20.0%
3	Consultant's experience on similar work	10	10	20.0%	10	20.0%	10	20.0%
4	Consultant's staff experience	10	10	20.0%	10	20.0%	10	20.0%
5	Cost of project	10	10.0	20.0%	4.7	9.3%	2.9	5.9%
<b>TOTAL GRADE</b>				<b>94.0%</b>	<b>89.3%</b>	<b>85.9%</b>		

I HEREBY CERTIFY THE ABOVE IS A TRUE AND CORRECT SUMMARY OF THE PROPOSALS RECEIVED:

  
 \_\_\_\_\_  
 Matt Idleman, PE  
 Deputy Director of Engineering

**File Attachments for Item:**

. **Order 27,042** - accepting the bid of Casey Smith, LLC, dba ServicePro for the "2022 Residential Grass Mowing Project (2022-14-M)" in the amount not to exceed \$53,390 for the period 7/1/22 - 6/30/24 with the option for a 1-year extension

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

**ORDER NO. 27,042**

**DATE: July 19, 2022**

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

**THAT**, the bid of Casey Smith, LLC, dba ServicePro, 15707 Saint Patrick's Church Road, NW, Mount Savage, Maryland 21545, to provide services for the 2022 Grass Mowing Residential Contract (2022-14-M) be and is hereby accepted in the amount not to exceed Fifty-three Thousand, Three Hundred Ninety Dollars (\$53,390.00) for the contract period 7/1/22 – 6/30/24, with a one-year extension possible at the end of the initial contract period, and

**BE IT FURTHER ORDERED**, that all other bids be and are hereby rejected.

---

**Raymond M. Morriss, Mayor**

<b>Company</b>	<b>Bid Amount</b>
Casey Smith LLC dba ServicePro	\$53,390.00
Miller Trucking & Excavating, LLC	\$90,500.00

Budget No. 001.078.20100

# Council Agenda Summary

Meeting Date: 7/19/2022

Key Staff Contact: Matt Idleman, PE

***Item Title:***

Award 2022 Grass Mowing Residential Contract

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

Award 2022 Grass Mowing Residential Contract to the low responsive bidder Service Pro, LLC in the estimated unit price of \$53,390.00. One other bid was received by Miller Trucking in the amount of \$90,500.00. The contract period for this bid is July 1, 2022 to June 30, 2024 with a one year extension possible at the end of the initial contract period.

***Amount of Award:*** \$53,390.00

***Budget number:*** 001.078.20100

***Grant, bond, etc. reference:*** None



CITY OF  
**CUMBERLAND**  
 MARYLAND

PROJECT INFORMATION	
<b>Project Title:</b>	Residential Grass Mowing
<b>City Project:</b>	2022-14-M
<b>Contract Length:</b>	730 Calendar Days
BID OPENING	
<b>Date &amp; Time:</b>	June 15, 2022 2:30 PM EDT
<b>Location:</b>	Council Chambers, City Hall Cumberland, MD 21502

CERTIFIED BID TABULATION	
BIDDER	BIDDER
Casey Smith LLC DBA ServicePro	Miller Trucking and Excavating LLC
15707 Saint Patricks Church Rd NW Mount Savage, MD 21545	12007 Valley Road Cumberland, MD 21502

PART 1 BID				Casey Smith LLC DBA ServicePro		Miller Trucking and Excavating LLC	
BID ITEM NO.	LOCATION	UNITS	QTY.	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	659-661 Green Street	EA	20	\$ 35.00	\$ 700.00	\$ 50.00	\$ 1,000.00
2	North Brooke Avenue	EA	20	\$ 35.00	\$ 700.00	\$ 50.00	\$ 1,000.00
3	Dingle Area	EA	20	\$ 80.00	\$ 1,600.00	\$ 100.00	\$ 2,000.00
4	728 Baker Street	EA	20	\$ 35.00	\$ 700.00	\$ 100.00	\$ 2,000.00
5	800 Maryland Avenue	EA	20	\$ 28.00	\$ 560.00	\$ 50.00	\$ 1,000.00
6	Maryland Avenue Properties	EA	20	\$ 325.00	\$ 6,500.00	\$ 400.00	\$ 8,000.00
7	Virginia Avenue	EA	20	\$ 68.00	\$ 1,360.00	\$ 150.00	\$ 3,000.00
8	Pine Avenue @ Central Avenue	EA	20	\$ 40.00	\$ 800.00	\$ 50.00	\$ 1,000.00
9	471 Baltimore Avenue	EA	20	\$ 30.00	\$ 600.00	\$ 75.00	\$ 1,500.00
10	Baltimore Avenue / Goethe Street	EA	20	\$ 175.00	\$ 3,500.00	\$ 300.00	\$ 6,000.00
11	Baltimore Avenue Areas	EA	20	\$ 75.00	\$ 1,500.00	\$ 150.00	\$ 3,000.00
12	Mt Vernon / Baltimore Avenue Steps	EA	20	\$ 40.00	\$ 800.00	\$ 100.00	\$ 2,000.00
13	445 S Central Avenue	EA	20	\$ 40.00	\$ 800.00	\$ 75.00	\$ 1,500.00
14	Chestnut Street @ Independence Street	EA	20	\$ 35.00	\$ 700.00	\$ 50.00	\$ 1,000.00

CITY OF  
**CUMBERLAND**  
 MARYLAND

PROJECT INFORMATION	
<b>Project Title:</b>	Residential Grass Mowing
<b>City Project:</b>	2022-14-M
<b>Contract Length:</b>	730 Calendar Days
BID OPENING	
<b>Date &amp; Time:</b>	June 15, 2022 2:30 PM EDT
<b>Location:</b>	Council Chambers, City Hall Cumberland, MD 21502

CERTIFIED BID TABULATION	
BIDDER	BIDDER
Casey Smith LLC DBA ServicePro	Miller Trucking and Excavating LLC
15707 Saint Patricks Church Rd NW Mount Savage, MD 21545	12007 Valley Road Cumberland, MD 21502

15	111-113-115-117 Independence Street	EA	20	\$ 60.00	\$ 1,200.00	\$ 150.00	\$ 3,000.00
16	301-303-321 Columbia Street	EA	20	\$ 70.00	\$ 1,400.00	\$ 125.00	\$ 2,500.00
17	Liberty Gardens & Central Avenue	EA	20	\$ 50.00	\$ 1,000.00	\$ 100.00	\$ 2,000.00
18	453-455 S Central Avenue	EA	20	\$ 50.00	\$ 1,000.00	\$ 50.00	\$ 1,000.00
19	604-606 Hill Street	EA	20	\$ 45.00	\$ 900.00	\$ 50.00	\$ 1,000.00
20	331 Fort Hill Avenue	EA	20	\$ 20.00	\$ 400.00	\$ 100.00	\$ 2,000.00
21	Williams @ Old Williams Road	EA	20	\$ 50.00	\$ 1,000.00	\$ 100.00	\$ 2,000.00
22	114-116 Winton Place	EA	20	\$ 35.00	\$ 700.00	\$ 50.00	\$ 1,000.00
23	520 Baltimore Avenue	EA	20	\$ 35.00	\$ 700.00	\$ 50.00	\$ 1,000.00
24	325 Independence Street	EA	20	\$ 40.00	\$ 800.00	\$ 50.00	\$ 1,000.00
25	318-324 Estelle Street	EA	20	\$ 20.00	\$ 400.00	\$ 50.00	\$ 1,000.00
26	New Hampshire Avenue	EA	20	\$ 50.00	\$ 1,000.00	\$ 75.00	\$ 1,500.00
27	Seton Drive @ Bishop Walsh Road	EA	20	\$ 10.00	\$ 200.00	\$ 50.00	\$ 1,000.00
28	411 South Central Avenue	EA	20	\$ 25.00	\$ 500.00	\$ 50.00	\$ 1,000.00
29	215 Knox Street	EA	20	\$ 22.50	\$ 450.00	\$ 50.00	\$ 1,000.00
30	119 Pennsylvania Avenue	EA	20	\$ 35.00	\$ 700.00	\$ 50.00	\$ 1,000.00
31	307 Broadway Avenue	EA	20	\$ 20.00	\$ 400.00	\$ 50.00	\$ 1,000.00
32	7-9 Arch Street	EA	20	\$ 35.00	\$ 700.00	\$ 50.00	\$ 1,000.00
33	447-449 North Waverly Terrace	EA	20	\$ 45.00	\$ 900.00	\$ 75.00	\$ 1,500.00
34	443 Columbia Street	EA	20	\$ 35.00	\$ 700.00	\$ 100.00	\$ 2,000.00
35	107 Springdale Street	EA	20	\$ 22.50	\$ 450.00	\$ 50.00	\$ 1,000.00

CITY OF  
**CUMBERLAND**  
 MARYLAND

PROJECT INFORMATION	
<b>Project Title:</b>	Residential Grass Mowing
<b>City Project:</b>	2022-14-M
<b>Contract Length:</b>	730 Calendar Days
BID OPENING	
<b>Date &amp; Time:</b>	June 15, 2022 2:30 PM EDT
<b>Location:</b>	Council Chambers, City Hall Cumberland, MD 21502

CERTIFIED BID TABULATION	
BIDDER	BIDDER
Casey Smith LLC DBA ServicePro	Miller Trucking and Excavating LLC
15707 Saint Patricks Church Rd NW Mount Savage, MD 21545	12007 Valley Road Cumberland, MD 21502

36	109 Springdale Street	EA	20	\$ 22.50	\$ 450.00	\$ 50.00	\$ 1,000.00
37	222 Bond Street	EA	20	\$ 30.00	\$ 600.00	\$ 100.00	\$ 2,000.00
38	8 East Oldtown Road	EA	20	\$ 35.00	\$ 700.00	\$ 100.00	\$ 2,000.00
39	400 North Mechanic Street	EA	20	\$ 30.00	\$ 600.00	\$ 50.00	\$ 1,000.00
40	14 West First Street	EA	20	\$ 40.00	\$ 800.00	\$ 50.00	\$ 1,000.00
41	105 Grand Avenue	EA	20	\$ 40.00	\$ 800.00	\$ 50.00	\$ 1,000.00
42	417 Broadway Street	EA	20	\$ 35.00	\$ 700.00	\$ 50.00	\$ 1,000.00
43	471 Goethe Street	EA	20	\$ 35.00	\$ 700.00	\$ 75.00	\$ 1,500.00
44	802 Maryland Avenue	EA	20	\$ 28.00	\$ 560.00	\$ 50.00	\$ 1,000.00
45	309 Fayette Street	EA	20	\$ 35.00	\$ 700.00	\$ 50.00	\$ 1,000.00
46	804 Maryland Avenue	EA	20	\$ 28.00	\$ 560.00	\$ 50.00	\$ 1,000.00
47	406 Goethe Street	EA	20	\$ 30.00	\$ 600.00	\$ 50.00	\$ 1,000.00
48	412 Goethe Street	EA	20	\$ 30.00	\$ 600.00	\$ 50.00	\$ 1,000.00
49	409 South Central Avenue	EA	20	\$ 40.00	\$ 800.00	\$ 50.00	\$ 1,000.00
50	421 South Central Avenue	EA	20	\$ 45.00	\$ 900.00	\$ 75.00	\$ 1,500.00
51	421 Arch Street	EA	20	\$ 40.00	\$ 800.00	\$ 50.00	\$ 1,000.00
<b>PART 1 BID</b>				<b>\$</b>	<b>47,190.00</b>	<b>\$</b>	<b>82,500.00</b>

CITY OF  
**CUMBERLAND**  
 MARYLAND

PROJECT INFORMATION	
<b>Project Title:</b>	Residential Grass Mowing
<b>City Project:</b>	2022-14-M
<b>Contract Length:</b>	730 Calendar Days
BID OPENING	
<b>Date &amp; Time:</b>	June 15, 2022 2:30 PM EDT
<b>Location:</b>	Council Chambers, City Hall Cumberland, MD 21502

CERTIFIED BID TABULATION	
BIDDER	BIDDER
Casey Smith LLC DBA ServicePro	Miller Trucking and Excavating LLC
15707 Saint Patricks Church Rd NW Mount Savage, MD 21545	12007 Valley Road Cumberland, MD 21502

PART 2 BID				
BID ITEM NO.	EST. # OF PROPS	LOT SIZE	UNITS	QTY.
1	9	1 - 7,500 SF	EA	20
2	1	7,501 - 15,000 SF	EA	20

Casey Smith LLC DBA ServicePro		Miller Trucking and Excavating LLC	
UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
\$ 30.00	\$ 5,400.00	\$ 100.00	\$ 2,000.00
\$ 40.00	\$ 800.00	\$ 300.00	\$ 6,000.00
<b>\$ 6,200.00</b>		<b>\$ 8,000.00</b>	

**PART 2 BID**

Casey Smith LLC DBA ServicePro		Miller Trucking and Excavating LLC	
Bid	✓	Bid	✓
AoQtB	✓	AoQtB	✓
LPC	County	LPC	County
ARVF	✓	ARVF	✓
<b>\$ 53,390.00</b>		<b>\$ 90,500.00</b>	

**TOTAL BID**

I HEREBY CERTIFY THE ABOVE IS A TRUE AND CORRECT SUMMARY OF THE PROPOSALS RECEIVED:

  
 Matt Idleman, PE

Deputy Director of Engineering

**File Attachments for Item:**

. **Order 27,043** - accepting the bid of Casey Smith, LLC dba ServicePro for the "2022 Non-Residential Grass Mowing Project (2022-15-M)" in the amount not to exceed \$41,000 for the period of 7/1/22 - 6/30/24, with the option for a 1-year extension

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

**ORDER NO. 27,043**

**DATE: July 19, 2022**

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

**THAT**, the bid of Casey Smith, LLC, dba ServicePro, 15707 Saint Patrick’s Church Road, NW, Mount Savage, Maryland 21545, to provide services for the 2022 Grass Mowing Non-Residential Contract (2022-15-M) be and is hereby accepted in the amount not-to-exceed Forty-one Thousand Dollars and No Cents (\$41,000.00) for the contract period 7/1/22 – 6/30/24 with a one-year extension possible at the end of the initial contract period, and

**BE IT FURTHER ORDERED**, that all other bids be and are hereby rejected.

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**Raymond M. Morriss, Mayor**

<b>Company</b>	<b>Bid Amount</b>
Casey Smith LLC dba ServicePro	\$41,000.00
Miller Trucking & Excavating, LLC	\$73,500.00
Grizzly Grimm’s Lawn Care	\$49,200.00

Budget No. 001.078.20100

# Council Agenda Summary

Meeting Date: 7/19/2022

Key Staff Contact: Matt Idleman, PE

***Item Title:***

Award 2022 Grass Mowing Non-Residential Contract

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

Award 2022 Grass Mowing Non-Residential Contract to the low responsive bidder Service Pro, LLC in the estimated unit price of \$41,000.00. Two other bids were received Miller Trucking and Grizzly Grimm's Lawn Care in the amount of \$73,500.00 and \$49,200.00, respectively. The contract period for this bid is July 1, 2022 to June 30, 2024 with a one year extension possible at the end of the initial contract period.

***Amount of Award:*** \$41,000.00

***Budget number:*** 001.078.20100

***Grant, bond, etc. reference:*** None

CITY OF  
**CUMBERLAND**  
MARYLAND

PROJECT INFORMATION	
<b>Project Title:</b>	Non-Residential Grass Mowing
<b>City Project:</b>	2022-15-M
<b>Contract Length:</b>	730 Calendar Days
BID OPENING	
<b>Date &amp; Time:</b>	June 15, 2022 2:30 PM EDT
<b>Location:</b>	Council Chambers, City Hall Cumberland, MD 21502

CERTIFIED BID TABULATION		
BIDDER	BIDDER	BIDDER
Casey Smith LLC DBA ServicePro	Benjamin Grimm DBA Grizzly Grimm's Lawn Care	Miller Trucking and Excavating LLC
15707 Saint Patricks Church Rd NW Mount Savage, MD 21545	12607 McDonald Road SE Cumberland, MD 21502	12007 Valley Road Cumberland, MD 21502

PART 1 BID				Casey Smith LLC DBA ServicePro		Benjamin Grimm DBA Grizzly Grimm's Lawn Care		Miller Trucking and Excavating LLC	
BID ITEM NO.	LOCATION	UNITS	QTY.	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	McMullen Bridge / Giaritta Park	EA	20	\$ 325.00	\$ 6,500.00	\$ 400.00	\$ 8,000.00	\$ 400.00	\$ 8,000.00
2	High Bedford Street	EA	20	\$ 150.00	\$ 3,000.00	\$ 160.00	\$ 3,200.00	\$ 175.00	\$ 3,500.00
3	Chamber of Commerce & City Hall	EA	20	\$ 55.00	\$ 1,100.00	\$ 80.00	\$ 1,600.00	\$ 100.00	\$ 2,000.00
4	Lamont Street	EA	20	\$ 125.00	\$ 2,500.00	\$ 160.00	\$ 3,200.00	\$ 250.00	\$ 5,000.00
5	Queen City Drive	EA	20	\$ 198.00	\$ 3,960.00	\$ 160.00	\$ 3,200.00	\$ 250.00	\$ 5,000.00
6	Ridgedale Reservoir and Pump Station	EA	20	\$ 225.00	\$ 4,500.00	\$ 240.00	\$ 4,800.00	\$ 400.00	\$ 8,000.00
7	Oldtown Road @ White Oaks Plaza	EA	20	\$ 45.00	\$ 900.00	\$ 40.00	\$ 800.00	\$ 100.00	\$ 2,000.00
8	Public Safety Building	EA	20	\$ 150.00	\$ 3,000.00	\$ 80.00	\$ 1,600.00	\$ 250.00	\$ 5,000.00
9	Memorial Hospital Campus	EA	20	\$ 250.00	\$ 5,000.00	\$ 320.00	\$ 6,400.00	\$ 500.00	\$ 10,000.00
10	Memorial Hospital Parking Areas	EA	20	\$ 30.00	\$ 600.00	\$ 40.00	\$ 800.00	\$ 100.00	\$ 2,000.00
11	Fort Hill Reservoir	EA	20	\$ 90.00	\$ 1,800.00	\$ 160.00	\$ 3,200.00	\$ 200.00	\$ 4,000.00
12	East Side School	EA	20	\$ 50.00	\$ 1,000.00	\$ 240.00	\$ 4,800.00	\$ 100.00	\$ 2,000.00
13	411 Frederick Street (fire house)	EA	20	\$ 45.00	\$ 900.00	\$ 40.00	\$ 800.00	\$ 150.00	\$ 3,000.00
14	Viaduct Area (between Mechanic and Centre Street)	EA	20	\$ 65.00	\$ 1,300.00	\$ 40.00	\$ 800.00	\$ 200.00	\$ 4,000.00
15	Seneca Water Tank and Pump Station	EA	20	\$ 40.00	\$ 800.00	\$ 40.00	\$ 800.00	\$ 75.00	\$ 1,500.00
16	600 Fayette Street	EA	20	\$ 12.00	\$ 240.00	\$ 20.00	\$ 400.00	\$ 50.00	\$ 1,000.00
17	Queen City Drive (Part 2)	EA	20	\$ 115.00	\$ 2,300.00	\$ 160.00	\$ 3,200.00	\$ 175.00	\$ 3,500.00
18	New Baker Street Property	EA	20	\$ 80.00	\$ 1,600.00	\$ 80.00	\$ 1,600.00	\$ 200.00	\$ 4,000.00

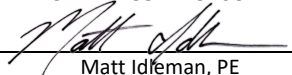


PROJECT INFORMATION	
<b>Project Title:</b>	Non-Residential Grass Mowing
<b>City Project:</b>	2022-15-M
<b>Contract Length:</b>	730 Calendar Days
BID OPENING	
<b>Date &amp; Time:</b>	June 15, 2022 2:30 PM EDT
<b>Location:</b>	Council Chambers, City Hall Cumberland, MD 21502

CERTIFIED BID TABULATION		
BIDDER	BIDDER	BIDDER
Casey Smith LLC DBA ServicePro	Benjamin Grimm DBA Grizzly Grimm's Lawn Care	Miller Trucking and Excavating LLC
15707 Saint Patricks Church Rd NW Mount Savage, MD 21545	12607 McDonald Road SE Cumberland, MD 21502	12007 Valley Road Cumberland, MD 21502

BID SUMMARY					
Casey Smith LLC DBA ServicePro		Benjamin Grimm DBA Grizzly Grimm's Lawn Care		Miller Trucking and Excavating LLC	
Bid	✓	Bid	✓	Bid	✓
AoQtB	✓	AoQtB	✓	AoQtB	✓
LPC	County	LPC	County	LPC	County
ARVF	✓	ARVF	✓	ARVF	✓
<b>TOTAL BID</b>		<b>\$ 41,000.00</b>	<b>\$ 49,200.00</b>	<b>\$ 73,500.00</b>	

I HEREBY CERTIFY THE ABOVE IS A TRUE AND CORRECT SUMMARY OF THE PROPOSALS RECEIVED:

  
 Matt Idfeman, PE  
 Deputy Director of Engineering

**File Attachments for Item:**

. Order 27,044 - declaring certain City-owned properties to be surplus and authorizing them for public sale

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

**ORDER NO. 27,044**

**DATE: December 7, 2021**

**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. 13 West Clement Street | Tax ID No. 04-025865 |
| 2. 222 Pear Street        | Tax ID No. 05-008832 |
| 3. 802 Maryland Avenue    | Tax ID No. 04-025393 |
| 4. 420 Pine Avenue        | Tax ID No. 22-010549 |
| 5. 842 Gephart Drive      | Tax ID No. 06-012744 |
| 6. 846 Gephart Drive      | Tax ID No. 06-043402 |
| 7. 619 Greene Street      | Tax ID No. 06-036457 |
| 8. 435 Columbia Street    | Tax ID No. 05-006287 |
| 9. 409 S. Central Avenue  | Tax ID No. 22-015141 |
| 10. 421 Arch Street       | Tax ID No. 04-039009 |
| 11. 406/408 Goethe Street | Tax ID No. 23-007320 |
| 12. 412 Goethe Street     | Tax ID No. 23-012677 |

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 27,045 - authorizing execution of a Master Services Agreement with UPMC (University of Pittsburgh Medical Center) Benefit Management Services, Inc., to provide health management and wellness, and employee assistance products and services for City employees for a one-year term effective July 1, 2022, with provisions for automatic one-year renewals, at a per member monthly rate of \$2.25

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

ORDER NO. 27,045

DATE: July 19, 2022

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

THAT, the Mayor be and is hereby authorized to execute a Master Services Agreement by and between the Mayor and City Council of Cumberland and UPMC (University of Pittsburgh Medical Center) Benefit Management Services, Inc., d/b/a WorkPartners to provide health management and wellness, and employee assistance products and services for City employees for a one- year term, effective July 1, 2022, with provisions for automatic one-year renewals; and

**BE IT FURTHER ORDERED**, that services shall be provided at a per member per month rate of \$2.25.

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**Raymond M. Morriss, Mayor**

## MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (“Agreement”) is made this July 1, 2022 (“Effective Date”), by and between UPMC Benefit Management Services, Inc. d/b/a WorkPartners (hereinafter “WorkPartners”) and City Council of Cumberland (hereinafter “City”). WorkPartners and City shall sometimes be individually referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, WorkPartners offers its Life Solution services, including health management and wellness and employee assistance products and services to employers; and

WHEREAS, City is an employer that desires to purchase such Services from WorkPartners.

NOW, THEREFORE, the Parties hereto, intending to be legally bound hereby, covenant and agree as follows:

### 1. TERM AND TERMINATION

- 1.2. **TERM.** The initial term of this Agreement shall be for a period of one (1) year, commencing on Effective Date (hereinafter “Initial Contract Period”). Thereafter, this Agreement shall be automatically renewed for successive renewal terms of one (1) year (each a “Renewal Contract Period”), subject to the termination provisions set forth in this Section 1, unless either Party provides notice of non-renewal at least sixty (60) days prior to the end of the Initial Contract Period or any subsequent Renewal Contract Period. Fees for the services provided hereunder may increase annually. In the event of a fee increase, WorkPartners shall notify City, in writing, at least ninety (90) days prior to the end of the Initial Contract Period or a Renewal Contract Period and shall provide City with the relevant fee/reimbursement information.
- 1.3. **TERMINATION WITHOUT CAUSE.** Neither party shall terminate this Agreement during the Initial Contract Period except for cause as defined in Section 1.3 below. After the Initial Contract Period, either Party shall have the right to terminate this Agreement, with or without cause, by providing sixty (60) days advance written notice to the other Party of its intent to terminate this Agreement.
- 1.4. **TERMINATION FOR CAUSE.** For purposes of this Agreement, “for cause” shall mean: (1) a material breach of any obligation, term or condition of this Agreement, if such breach is not cured within thirty (30) days following written notice of breach and demand for cure; (2) immediately upon notice of insolvency, receivership, bankruptcy assignment for the benefit of creditors or dissolution of a Party; or (3) immediately upon the occurrence of a Payment Default, as that term is defined in Section 3.3.

2. **OBLIGATIONS OF WORKPARTNERS.** WorkPartners shall provide to City the Services selected for purchase by City in Exhibit(s) Q, and further described in any applicable Statements of Work attached hereto or subsequently mutually executed by the Parties (hereinafter, the “Services”).
  
3. **OBLIGATIONS OF CITY.**
  - 3.1. City shall be solely responsible for determining eligibility for the Services set forth herein. Eligible persons as determined by City are referred to in this Agreement as Members. City shall provide current eligibility reports to WorkPartners, which shall include any change in membership. Per Member per month (“PMPM”) charges shall be calculated based upon the eligibility reports. If at any time City fails to submit such eligibility reports, PMPM charges shall be based upon the most recent eligibility report in WorkPartners’ possession and adjustments shall be made upon receipt of a more current eligibility report.
  - 3.2. City shall be responsible for the design of its employer-sponsored wellness program(s), including all determinations regarding incentives that City may offer to Members for participating in certain wellness activities. City shall be solely responsible for compliance with all laws and regulations applicable to employer-sponsored wellness programs including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended by the Affordable Care Act, the Americans with Disabilities Act, and the Genetic Information Nondiscrimination Act of 2008.
  - 3.3. Upon expiration of the Initial Contract Period and each Renewal Contract Period, City shall, within 30 days of said expiration, submit to WorkPartners an updated census, upon which future reimbursement for services shall be based.
  - 3.4. The failure of City to make any payment due hereunder within fifteen (15) days of the date on which such payment is due shall constitute a “Payment Default” and shall entitle WorkPartners to exercise its termination rights under Sections 1.2 and 1.3 above.
  
4. **COMPENSATION.** As compensation for the Services chosen by City and provided hereunder by WorkPartners pursuant to this Agreement, City agrees to pay those fees set forth in Exhibit(s) Q or any Statement of Work attached hereto or subsequently executed by the parties. Invoices for fees shall be submitted to City on a monthly basis. Undisputed invoices shall be paid within thirty (30) days of receipt by City. With respect to disputed invoices, City shall pay the undisputed portions within thirty (30) days of the date of receipt and shall within that same period provide WorkPartners written notice of any dispute regarding such invoice. WorkPartners shall be responsible for the withholding and/or payment, as the case may be, of any taxes relative to the compensation paid hereunder and City shall not be responsible for the withholding of any taxes.



1. **RELATIONSHIP OF THE PARTIES.** The sole relationship between WorkPartners and City with respect to this Agreement shall be that of independent contractors. Nothing in this Agreement shall constitute or be construed to be or create an arrangement of agency, association, partnership or joint venture between WorkPartners and City.
  
6. **SUBCONTRACTING.** The Services to be performed by WorkPartners under this Agreement may be performed wholly or in part through subsidiaries or affiliates of WorkPartners or by other third parties. In providing the Services, WorkPartners shall have the right to engage the services of therapists or counselors as WorkPartners deems necessary to enable WorkPartners to perform the Services under this Agreement. Such professionals shall include licensed psychologists (Ph.D.), social workers (MSW) and counselors who have a master's degree in a mental health discipline and a minimum of three (3) years' experience in their respective fields.
  
7. **PRACTICE OF MEDICINE.** City acknowledges that WorkPartners does not practice medicine and that the Services provided hereunder are for informational purposes only.
  
8. **INDEMNIFICATION.**
  - 8.1. City shall indemnify, defend and hold harmless WorkPartners, its parent and affiliates, and their directors, officers, employees, and agents from and against any and all expenses (including reasonable attorneys' fees) or liability paid or incurred in connection with any injuries, damages, and actual or threatened claims, actions, suits or proceedings, whether civil, criminal, administrative, investigative or other (collectively "Claims"), to the degree such Claims relate to the acts or omissions of the City or its personnel in connection with this Agreement or its obligations hereunder.
  
  - 8.2. Information obtained by WorkPartners in the course of providing counseling and consultation services hereunder shall be confidential and shall not be provided to City or used in connection with City employees' employment or disciplinary matters. To the extent City shall implement a mandatory referral process, City shall indemnify, defend and hold harmless WorkPartners, its directors, officers, employees and agents from and against any and all liability, claims, demands or expenses (including attorney's fees) arising from information provided by WorkPartners to City in connection with such required referral mechanism. "Expenses" shall include fees and expenses of counsel, and "liability" shall include amounts of judgments, excise taxes, fines, penalties, and amounts paid in settlement.
  
9. **CONFIDENTIALITY**

- 9.1. WorkPartners shall comply with all applicable state and federal laws governing the confidentiality of medical or behavioral health records including, but not limited to, the Mental Health Act and the Health Insurance Portability and Accountability Act. City shall under no circumstances make any demand upon WorkPartners to provide City with any confidential information or protected health information of Members.
- 9.2. In the course of performing its duties and obligations under the Agreement, a Party may have access to, among other things, confidential information proprietary to the other Party (“Confidential Information”). A Party shall not use Confidential Information received from the other Party for any purpose other than as permitted under the Agreement, and each Party shall hold the Confidential Information received from the other Party in confidence with at least the same degree of care it uses to protect its own confidential information of similar sensitivity and importance, and in any event, not less than a reasonable degree of care. The receiving Party shall not use, directly or indirectly, any Confidential Information in connection with or for the purpose of competing with the disclosing Party in the disclosing Party’s line of business. Access to the Confidential Information shall be on a “need to know” basis and shall be limited to those persons who are bound in writing to the receiving Party by confidentiality obligations at a minimum as restrictive as the terms of this Agreement.
- 9.3. Unless required by law, WorkPartners shall not sell, transfer or divulge or make available to any party other than City (excluding WorkPartners’ subsidiaries, affiliates and third party subcontractors providing Services under this Agreement and which are subject to confidentiality obligations as set forth in Section 9.2) any information that WorkPartners acquires about City, its employees or other persons utilizing the Services provided hereunder. Likewise, City shall not sell, transfer or divulge or make available to any party other than WorkPartners any information that City acquires about WorkPartners, its employees or other persons utilizing the Services provided hereunder.

**10. INSURANCE.** City shall maintain comprehensive general and/or excess liability insurance covering bodily injuries and property damages sustained to property of WorkPartners and its employees, and any vendors of WorkPartners while performing services at City’s facilities. City shall maintain throughout the term of this Agreement and any renewals thereof, General Liability Insurance and Workers’ Compensation Insurance in the following amounts:

**10.1. City Insurance**

**10.1.1. Commercial General Liability**

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products Completed Operations
- \$1,000,000 Personal and Advertising Injury
- \$300,000 Fire Damage (leased premises)

10.1.2. **Worker's Compensation**

Coverage A:	Statutory (State of PA)
Coverage B (Employer's Liability):	\$1,000,000 Each Accident
	\$1,000,000 Disease – Policy Limit
	\$1,000,000 Disease – Each Employee

10.2 WorkPartners shall maintain throughout the term of this Agreement and any renewals thereof, the following insurance coverage and minimum limits, all or any part of which may be self-insured:

10.2.1 **Commercial General Liability**

\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$1,000,000 Products Completed Operations  
\$1,000,000 Personal and Advertising Injury  
\$300,000 Fire Damage (leased premises)

10.2.2 **Worker's Compensation**

Coverage A:	Statutory (State of PA)
Coverage B (Employer's Liability):	\$1,000,000 Each Accident
	\$1,000,000 Disease – Policy Limit
	\$1,000,000 Disease – Each Employee

10.2.3 **Managed Care Errors & Omissions Liability**

\$1,000,000 each claim  
\$2,500,000 annual aggregate

11. **GOVERNING LAW.** This Agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the Commonwealth of Pennsylvania. The Parties hereby consent to the jurisdiction of the state and federal courts located in Allegheny County, Pennsylvania, and agree that such courts shall be the sole and exclusive venue for any litigation or other proceeding between the Parties that may be brought or arise out of or in connection with or by reason of this Agreement.
12. **ASSIGNMENT.** City may not assign this Agreement or its rights or obligations hereunder without the express prior written consent of WorkPartners.
13. **NOTICES:** All notices which either Party is required or may desire to give to the other under, or in conjunction with, this Agreement shall be in writing, and shall be deemed to have been duly given upon receipt, if delivered in person or sent by facsimile to the Party named below, or

three (3) business days after it is deposited in the United States mail, if by certified or registered mail, postage prepaid, return receipt requested, or the next business day, if it is transmitted by Federal Express or similar overnight delivery service, addressed as follows:

If to City: City Council of Cumberland  
57 N Liberty Street  
Cumberland, MD 21502  
Attn: Jeff Silka, City Administrator

If to WorkPartners: UPMC Benefit Management Services, Inc. d/b/a WorkPartners  
600 Grant Street, 8<sup>th</sup> Floor  
Pittsburgh, PA 15219  
Attn: David Weir, President

With a copy to: Chief Legal Officer  
UPMC Insurance Services Division  
U.S. Steel Tower, 55<sup>th</sup> Floor  
600 Grant Street  
Pittsburgh, PA 15219

or to such other address(es) or person(s) as may be designated by the Parties from time to time in accordance with the provisions of this Section 13.

14. **WAIVER OR BREACH.** The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
15. **FORCE MAJEURE.** Except with respect to payment obligations, neither Party shall be responsible for any failure to perform due to unforeseen circumstances or to causes beyond its reasonable control including, but not limited to, acts of God, war, riot, acts or attempted acts of terrorism, embargoes, acts of civil or military authorities, fire, floods, accidents, shortages of personnel or facilities, fuel, labor or failures of contractors.
16. **SEVERABILITY.** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
17. **MULTIPLE COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one agreement.
18. **ENTIRE AGREEMENT.** This Agreement together with any schedules, exhibits or statements of work attached hereto constitutes the entire Agreement between the Parties. No oral statements or prior written material not specifically incorporated herein shall be of any force

and effect and no modifications or amendments to this Agreement shall be recognized unless incorporated herein by amendment, agreed to and signed by both Parties, such amendment(s) to become effective on the date stipulated in such amendment(s).

**IN WITNESS WHEREOF**, the Parties have executed the Agreement as of the Effective Date.

**City Council of Cumberland**

**UPMC Benefit Management Services, Inc.  
d/b/a WorkPartners**

By: \_\_\_\_\_

\_\_\_\_\_

Ray Morris

David M. Weir

Title: Mayor

Title: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT Q  
STATEMENT OF WORK  
EMPLOYEE ASSISTANCE SERVICES FOR CITY**

This Life Solutions Services Statement of Work (“SOW”) is entered pursuant to the Master Services Agreement (“Agreement”) between WorkPartners and City Council of Cumberland (“City”) dated July 1, 2022. The Effective Date of this SOW shall be July 1, 2022.

**Services identified herein are included in the PMPM fees set forth below unless otherwise specified.**

**Per Member Per Month Rate - \$2.25/PEPM**

For a period of one year from the Effective Date (“First Year”), as reimbursement for the services provided hereunder by WorkPartners, City agrees to pay for services based upon a population of 260, a total of **\$7,020** per year, at a **monthly** rate of **\$585**.

1. WorkPartners provides a comprehensive approach that includes these Member-centric programs and services. Interactive Online Tools are available 24 hours a day, 7 days a week. All calls are answered “live” 24 hours a day, 7 days a week, 365 days per year. A licensed professional is always available. Messages can be left related to scheduling and changing appointments, and calls will be returned the following business day between 8 AM and 5 PM.
  - 1.1. **Assessment, Brief Counseling/Coaching and/or Referral.** Up to **six (6)** telephone and/or in-person sessions per issue/concern. Professional counselors provide confidential assessment, coaching/counseling services for Members and referrals to resources for a wide range of everyday life issues including family/relationship concerns, work/career challenges, stress, making health changes, managing anxiety and depression, and alcohol/drug abuse.
  - 1.2. **RxWell:** An app that can be downloaded on a smartphone that uses cognitive behavioral interventions to treat anxiety, depression, and stress. Brief skill building modules and techniques gives participants the tools to cope with problems and feel better about their lives.
  - 1.3. **Manager/Supervisor Training.** As part of the implementation process and once annually for the length of the contract WorkPartners provides one supervisory training to familiarize supervisors with the Life Solutions services and the manner in which Life Solutions supports them in their role of managing performance. Additional trainings are available to address workplace behavior which impacts productivity. See the **Trainings and Workshop** Section for the number of hours available beyond implementation that are covered in this Agreement.

- 1.4. **On-line Work-Life Resources.** A secure Work-Life portal provides a web-based library of articles and tips, surveys, ready documents, self- search locators and resource links in five core areas of interest – family and care giving, emotional wellbeing, health and wellness, working smarter and daily living - in one easy to navigate site.
- 1.5. **Personalized Work-Life Services.** Professional Work-Life consultants are available to Members via telephone and email. The consultant conducts customized research-based services on an individual’s specific needs in the areas of child and elder care, adoption and education resources, financial and legal matters and daily living concerns. Included is a 30-minute free legal consultation with an attorney and a 25% discount on hourly fees for subsequent meetings. Also included is consultation with a financial professional regarding budgeting, debt management and other financial concerns. Information gathered based on the customized as well as legal and/or financial consultation is provided to the individual via phone, mail or email as preferred.
- 1.6. **Life Solutions Orientation.** As part of the implementation process and once annually for the length of the contract WorkPartners provides a Life Solutions Member orientation. Depending on location and City request, the orientation will be provided online or on-site. The orientation includes a review of the purpose of Life Solutions services, scope of services, access options, eligibility requirements and the opportunity to ask questions.
- 1.7. **Trainings and Workshops.** Education and wellness workshops provide Members and managers with information on issues related to health and wellness. Workshops include topics on stress management, achieving work-life balance, substance abuse, dealing with change, and enhancing interpersonal relationships. City has purchased **three (3)** hours of on-site services annually for use as Trainings/Orientations/ Workshops/Critical Incidents and are included in the reimbursement rate set forth in this Agreement. Additional hours of training are available at \$200 per hour. Additional hours for health and benefit fair attendance are available at \$100 per hour. On-site Critical Incident support services are available at \$200.00 per hour.
- 1.8. **Disruptive Event Management.** In the wake of a natural or human disaster or traumatic incident, LifeSolutions staff is available to provide effective, timely, and ongoing telephone consultation to managers and leaders and on-site and/or virtual support for individuals directly affected. Trained crisis professionals use a resilience-based model that can mitigate stress related symptoms that often occur after disruptive events. See the **Trainings and Workshop** Section for the number of hours available to use for on-site or virtual services in this Agreement.
- 1.9. **Manager/Supervisor Consultation.** Unlimited telephone consultation is available 24/7 for managers, supervisors and Human Resources professionals. Issues include performance management, difficult or sensitive Member situations, workplace crises

and traumatic events and strategic initiatives. On-site consultation for managers, leaders and HR related to workplace initiatives to support City health and productivity goals is available at \$200 per hour.

- 1.10. **Policy Development.** Life Solutions provides consultation on the development of EAP and Wellness related policies including Drug Free Workplace, Workplace Violence, Fitness for Duty, Tobacco Cessation and Performance Management.
- 1.11. **Promotional Materials.** WorkPartners will collaborate with City to develop a communication strategy to raise awareness, promote behavior change and encourage Member participation. Standard marketing materials are available. They include fliers, educational articles, posters, email and call blasts. ***Custom marketing services are available on a fee for service basis and are subject to mutually agreed upon documentation and City's prior written approval.***
2. **Account Management and Program Consultation.** A designated account manager is assigned to City. This account manager partners with the City to understand the organization's culture and people issues, build and maintain Life Solutions program awareness strategies, learn workplace engagement and productivity goals and link Life Solutions services to those goals, address questions and coordinate service delivery.
3. **Analytics.** WorkPartners will report the findings on participation rates, outcomes and the satisfaction of participants who engage in Life Solutions programs and services to City. All reports containing Personal Health Information will be provided in aggregate form and will not contain Member-specific information. WorkPartners shall provide to City semi-annual and annual reports regarding the program services provided. Reports may be provided at other intervals based on City need, as agreed on between the parties. ***Customized reports are available for additional fees based on complexity and preparation time required.***
4. **Production Costs.** Expenses incurred from the use of third-party vendors for webinar and video production are subject to mutually agreed upon fee structure and subject to City's prior written consent. The expenses, if any, will be billed directly to City.



IN WITNESS WHEREOF, the Parties have executed this Statement of Work as of the Effective Date.

**City Council of Cumberland**

**UPMC Benefit Management Services, Inc.  
d/b/a WorkPartners**

By: \_\_\_\_\_

\_\_\_\_\_

Ray Morris

David M. Weir

Title: Mayor \_\_\_\_\_

Title: President \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**File Attachments for Item:**

. Order 27,046 - authorizing the appointment of Brian K. Plitnik to the Historic Preservation Commission for a four-year term effective July 19, 2022 through July 19, 2026

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

ORDER NO. 27,046

DATE: July 19, 2022

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

**THAT**, Brian K. Plitnik be and is hereby appointed to the Historic Preservation Commission for a four-year term (Seat 6) effective July 19, 2022 through July 19, 2026.

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**Raymond M. Morriss, Mayor**