



# Mayor and City Council of Cumberland

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

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

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## AGENDA

M&CC Regular Meeting  
57 N. Liberty St.

DATE: October 17, 2023

### OPEN SESSION – 6:15 PM

#### Pledge of Allegiance

#### Roll Call

#### Statement of Closed Meeting

#### Presentations

1. Presentation of an award to Dennis Bittinger in honor of 20 years of service on the Shade Tree Commission
2. Presentation of Employee Retirement Awards

#### Director's Reports

##### (A) Administrative Services

1. Administrative Services Monthly Report for September 2023

##### (B) Public Works

1. Maintenance Division Monthly Report for September 2023

##### (C) Fire

1. Fire Department Monthly Report for September 2023

##### (D) Police

1. Police Department Monthly Report for September 2023

#### Approval of Minutes

1. Approval of the Closed, Work and Regular Session Minutes of October 3, 2023, and the Closed and Work Session Minutes of October 10, 2023.

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

All public comments are limited to 5 minutes per person

### **Unfinished Business**

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

1. Ordinance 3966 (*2nd and 3rd Readings*) - authorizing the transfer of 102-104-106 Altamont Terrace to Abiye Williams for the purchase price of \$4,800

### **New Business**

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

1. Ordinance 3967 (*1st Reading*) - providing for the closure of an unnamed alley in the City of Cumberland running from Garden View Drive, bounded on both sides by property owned by Jimmie C. O'Neal
2. Ordinance 3968 (*1st Reading*) - providing for the closure of a right of way by the name of Orlando Street in the City of Cumberland which runs between Wiley Street and Garden View Drive and is bounded on both sides by property owned by Jimmie C. O'Neal
3. Ordinance 3969 (*1st Reading*) - to enact Section 22-12 of the Cumberland City Code pertaining to the prohibition of habitation in vehicles parked on public property and to amend Section 13-48(a) of the said code for the purpose of authorizing the towing of vehicles parked on public property for more than 24 hours after having been cited

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

1. Order 27,337 - lifting Section 11-113 of the City Code on October 27, 2023 from 5:00 PM through 11:00 PM to allow for the use of open containers of alcohol within certain areas of the downtown during the "Friday After Five" event; notwithstanding that open glass containers shall not be permitted
2. Order 27,338 - authorizing reappointments to the Administrative Appeals Board, Historic Preservation Commission and Housing Authority of Cumberland
3. Order 27,339 - authorizing the acceptance of the proposal from Percy Public Affairs, LLC to provide lobbying and government relations services in the amount not to exceed \$45,000 for the term November 1, 2023 through November 1, 2024
4. Order 27,340 - rescinding Order 27,334 dated October 3, 2023 and accepting the proposal from Long View Systems Corporation USA for equipment, installation and support of a Tenable system to better secure and monitor the City's water supply and Wastewater management IT systems, as well as general IT Networks, in the amount not to exceed \$53,471.16
5. Order 27,341 - declaring Cumberland Police Department Unit #16, a 2015 Ford Sedan, VIN# 1FAHP2MK2FG128011 to be surplus for sale or scrap
6. Order 27,342 - executing a Donation Agreement between the Mayor and City Council of Cumberland and Kim K. Gold and John D. Hendershot, Personal Representatives of the Estate of Leon L. Granoff, donation of the following four (4) parcels of real property to

the City: 305 Maryland Avenue (Tax ID No. 22-002678), Broadway, Lot B-6 (Tax ID No. 22-018396), Broadway, Lot B-8 (Tax ID No. 22-018345) and Rear Greene Street (Tax ID No. 06-030890)

- [7.](#) Order 27,343 - authorizing Change Order No. 1 to the Rehabilitation of Bridge A-C-06 Baltimore Street over Wills Creek (City Project 9-18-BR) with an increase of \$131,593.13 bringing the total contract price to an amount not to exceed \$4,836,503.38
- [8.](#) Order 27,344 - authorizing the execution of Change Order No. 2 to "Baltimore Street Access Project" (12-16-M) for the restoration of the existing building walls that became exposed after removal of existing masonry at both parklets in the amount of \$45,160, bringing the new contract amount not to exceed \$14,782,435
- [9.](#) Order 27,345 - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from L/B Water Service in the amount not to exceed \$62,533 for the entire fiscal year
- [10.](#) Order 27,346 - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from Core & Main LP in the amount not to exceed \$62,533 for the entire fiscal year
- [11.](#) Order 27,347 - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from CITCO Water in the amount not to exceed \$62,533 for the entire fiscal year
- [12.](#) Order 27,348 - authorizing the City Administrator to execute an agreement with the Cumberland Economic Development (CEDC) and 81 Baltimore Street, LLC allowing the City of Cumberland and the CEDC to locate surveillance system equipment within a leased room on the 4th floor and on the roof of the property at 81 Baltimore Street for an annual stipend of \$2,500 for a ten year term
- [13.](#) Order 27,349 - executing a Donation Agreement between the Mayor and City Council of Cumberland and Joseph A. Goetz, for the donation of the parcel of real property to the City at 111 South Street (Tax ID No. 04-023102)
14. Order 27,350 - authorizing the City Administrator to enter into a fixed price electricity supply agreement for a term up to three (3) years beginning in November of 2024 for City Assets in Maryland and Pennsylvania

### **Public Comments**

All public comments are limited to 5 minutes per person

### **Adjournment**

**File Attachments for Item:**

. Administrative Services Monthly Report for September 2023



# Administrative Services Monthly Report for September 2023

**October 17, 2023**

Honorable Mayor and City Council  
City Hall  
Cumberland, Maryland 21502

Dear Mayor and City Council Members:

The following report is submitted by the Department of Administrative Services for the month of September, 2023.

## **Information Technology Department**

September 2023

Johnna Byers, Director

### **Statistics**

138 new help desk requests  
136 help desk requests resolved

### **Activities**

Major department initiatives in the past month include:

- Assist with police mobile data terminal issues
- Assist with performing billings, etc. in new tax software
- Continue to assist police with body cam project including implementation
- Perform Google mail cleanup and archive
- Assist with Time and Attendance HR Project

## **Parks and Recreation**

September 2023

*Ryan Mackey, Director*

**Pavilion Reservations** and usage for the month of September: 21 reservations utilized pavilions,

**Sunday in the Park Concert series:** The Potomac Concert Band performed in the last concert of the season on Sunday September 4.

### **Baseball/ Softball League**

Fall Softball League Cumberland Girls League – Cavanaugh Field

Fall Baseball League Dapper Dan – Long Field and Al Abrams

**Soccer/Football League** play and practices for September:

The City of Cumberland provides fields for the following leagues:

JCP Soccer League Washington Middle, Braddock Middle and Calvary

AVID Soccer Club

Fort Hill Girls Soccer Practice

Cumberland Renegades Pee Wee Football

Adult flag football league

Travel Pee Wee Football tryouts at Mason Complex

### **Constitution Park Pool**

The pools last day was Labor day, the 4<sup>th</sup>. 500 People came to swim in September

**End of season wrap up** working to close seasonal programs and facilities.

Pool end of Season Data recorded. State Summer Day Camp Annual Report completed and submitted. Summer Feeding and Lunch program State Sponsor Review completed.

**Constitution Park Sign replacement project** – Work was completed and all signs are in place.

### **Meetings attended:**

Recreation Advisory Board Meeting – September 11

Meetings with seasonal employees- Pool manager, Day camp Director, (wrap up)

Park Maintenance review meeting

### **Upcoming:**

Recreation Advisory Board Meeting – October 2

Fall and Winter Activities

# Community Development Report

September 2023

*Kevin Thacker, Code Compliance Manager*

## CODE COMPLIANCE

### Noted Activity:

- Street Sweeps of Centre St. & Mechanic St., Baltimore Ave., Oldtown RD, Industrial Blvd. and Greene St. included 526 properties and verified 278 nuisance violations. 248 properties had no issues.

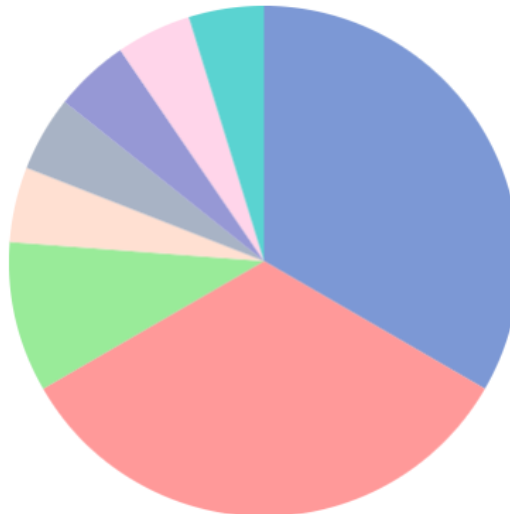
### Code Enforcement Activity:

44 new cases received – 21 of those are still open

21 violations were found

23 cases have been resolved

Open Date From: 09/01/2023  
Open Date To: 09/30/2023



Violations by Violation Type			
■	Dwellings, yards and lots to be kept clean	7	33.3%
■	Cutting of weeds	7	33.3%
■	Duties of owner and operator	2	9.5%
■	Good repair and safe condition	1	4.8%
■	Pest extermination	1	4.8%
■	Registration of agents	1	4.8%
■	Sanitary maintenance	1	4.8%
■	Standards for good repair and safe condition	1	4.8%

### Permits/Reviews & Rental Licenses:

47 Total Permits/Reviews were issued

32 Rental Inspections were completed

#### Building

Residential..... 0

Commercial..... 3

#### Miscellaneous

Residential .....5

Commercial .....2

#### Occupancy

Residential .....2

Commercial .....2

#### Signage

Commercial .....2

#### Electrical

Residential..... 1

Commercial..... 3

#### Plumbing

Residential .....1

Commercial .....1

#### Utility

Residential .....2

Commercial .....0

#### Demolition

Residential..... 1

Commercial .....2

#### Public ROW

..... 5

#### Rental Licenses

Residential .....36

#### Rental Inspections

Passed.....27

Failed .....5

**Plans, Reviews, Amendments and Appeals**  
 (ZA, RPR, SR, ZMA, ZTA, SRA)  
 (Zoning Board Appeal) Issued .....300.00

**Certificates of Appropriateness**  
 Issued.....14  
**Request for Change/Amendment**  
 Issued.....1

**Revenue from 'Issued' Permits/Reviews:**

Building Permits..... \$1418.25  
 Miscellaneous Permits..... 91.00  
 Occupancy Permits ..... 76.00  
 Sign Permits ..... 93.81  
 Utility Permits..... 8,291.54  
 Plan reviews, Amendments & appeals ..... 300.00  
 Zoning Classification Détermination (info request)..... 0.00  
 Municipal Infractions (citations)..... .00  
 Certificates of appropriateness..... 91.00  
 Rental Licenses (new & renewals ..... 7,836.50  
 Paid Rental Inspection Requests ..... 0.00  
**TOTAL ..... \$0.00**

Demolition Bonds Collected..... \$70,000.00

**Community Development Programs**

September 2023

*Lee Borrer, Senior Community Development Specialist*

CDBG August Draw Completed September 18, 2023

Community Development Block Grant (CDBG) Monthly Activity	Aug 2023 Report	Original Budget	Lifetime Funds Exp	Remaining Balance
Baltimore Street Redesign	2020	\$402,700.00	\$0.00	\$402,700.00
Const Pk Inclu Playground Ph 2 guard station	2020	\$37,184.62	\$37,184.62	\$0.00
AYEPS Youth Center Facil Rehab	2020	\$4,753.75	\$814.59	\$3,939.16
<b>2020 Grant Totals</b>		<b>\$444,638.37</b>	<b>\$37,999.21</b>	<b>\$406,639.16</b>
HRDC Rental Rehabilitation	2021	\$11,195.00	\$11,195.00	\$0.00
Admin	2021	\$89,789.16	\$89,789.16	\$0.00
Ind Cost	2021	\$9,477.00	\$9,477.00	\$0.00
Fair Housing	2021	\$8,037.87	\$8,037.87	\$0.00
YMCA GilcristHVA Repl Ph 2	2021	\$48,519.00	\$48,519.00	\$0.00
Targeted Foot & Bike Patrol	2021	\$3,959.57	\$3,959.57	\$0.00
2021 PI credits				\$0.00
(May 2 amend) incr. Long Term Prescript	2021	\$2,068.98		\$2,068.98
(May 2 amend) YMCA Trans Shelter 3 fl floor	2021	\$56,642.48		\$56,642.48

2021 Grant Totals		\$170,977.60	\$170,977.60	\$58,711.46
2022 PI credits in 2021 EN Year	2022 hud yr			\$2,068.98
Balt Street Redesign	2022	\$188,384.50	\$0.00	\$188,384.50
South Street project break away	2022	\$48,007.50	\$48,007.50	\$0.00
AYEP Youth Center Rehab	2022	\$10,000.00	\$8,426.54	\$1,573.46
Admin	2022	\$101,000.00	\$77,223.84	\$23,776.16
Ind Cost	2022	\$16,000.00	\$11,184.60	\$4,815.40
FH	2022	\$13,000.00	\$8,687.00	\$4,313.00
Jane's Place Inc.	2022	\$5,000.00	\$5,000.00	\$0.00
Gilchrist Security for Transi Housing	2022	\$30,820.00	\$6,227.00	\$24,593.00
2022 Grant Totals	2022	\$412,212.00	\$164,756.48	\$247,455.52
July 2022 program income		\$4.61	2021 IDIS	
Aug 2022 program income		\$4.61	2021 IDIS	
September 2022 program income		\$2,059.76	2021 IDIS	
October 2022 program income		\$23.94	begin 2022 PI	
November 2022 program income		\$11.86	2022 IDIS	
December 2022 program income		\$19.24	2022 IDIS	
Total			Total All Yrs	\$714,875.12
Total PI to 2022 EN begins Oct 2022 drw		\$55.04		
Aug CDBG 2023 Report	9/18/23			
Balances:	Year	IDIS grant rpt		
\$406,639.16	2020	\$406,639.16		
\$58,711.46	2021	\$59,011.46	PI counted twice	
\$247,510.56	2022	261,108.35	\$55.04 PI just added since October draw	
		PI		
\$465,350.62	OLD 20 21			
\$712,861.18	Total All			

Regular CDBG: 2 projects open in 2020 -\$406,639

2 projects open in 2021-\$58,711 (recently re-allocated)

6 projects open in 2022-\$247,510

Project Name	Amount Funded	Expended	Funds Remain	IDIS #	
CV HRDC Emergency Assistance	\$24,992.05	\$24,992.05	\$0.00	1757	CV20.003
CV Associated Charities Emergency Homeless Prevention	\$7,614.48	\$7,614.48	\$0.00	1763	CV20.005
CV Hazard Pay Relief Program	\$55,000.00	\$55,000.00	\$0.00	1762	CV20.002
CV Broadband & Technology Accessibility	\$109,155.60	\$102,137.60	\$7,018.00	1758	CV20.004
CV YMCA Gym Roof	\$40,600.00	\$40,600.00	\$0.00	1787	CV20.008
CV Constitution Park Trails	\$14,153.74	\$0.00	\$14,153.74		CV20.010
CV FCRC COVID/Crisis Hotline/HEPA needs	\$84,544.00	\$50,682.47	\$33,861.53	1788	CV20.009

<b>CV Constitution Park Playground</b>		<b>\$63,300.40</b>	\$0.00	<b>\$63,300.40</b>		CV20.011
<b>TOTAL CV1</b>		<b>\$399,360.27</b>	\$281,026.60	<b>\$118,333.67</b>		
	<b>B20MW24001 Award</b>	<b>\$476,251.00</b>				
	<b>Total</b>	<b>\$399,360.27</b>	<b>\$281,026.60</b>	<b>\$236,667.34</b>		
<b>CV3 AYEP Youth Center Rehabilitation</b>		<b>\$190,050.73</b>	\$143,483.73	<b>\$46,567.00</b>	1764	CV20.006
<b>CV3 YMCA Transitional Housing Sanitizer</b>		<b>\$6,750.00</b>	\$6,750.00	<b>\$0.00</b>	1765	CV20.007
<b>TOTAL CV3</b>		<b>\$196,800.73</b>	\$150,233.73	<b>\$46,567.00</b>		
	<b>B20MW24001 Award</b>	<b>\$119,910.00</b>				
	Sub Recipient					
Updated	9/18/23 post August 2023 draw					

Both sources CV1 and CV3                      \$596,161.00 \$431,260.33     \$164,900.67

72.33957438

CDBG CARES ACT funds: 11 total projects, 1 project canceled, 5 projects completed, 5 projects underway-3 of which will be completed by December 31, 2023  
 \$596,161 awarded, \$164,900 balance, 72% expended

ARPA Funds: YMCA ARPA Bus project completed, the balance of Jane's Place, Inc. funds estimated to be expended by December 31, 2023

### Historic Planning/Preservation

September 2023

*Ruth Davis-Rogers, Historic Planner/Preservation Coordinator*

In addition to serving the public and answering daily questions and inquires I did the following:

#### Historic Preservation Commission Meeting (HPC)

- Prepared COA's for HPC Meeting which was held Sept. 13th.
- Reviewed and administered Certificate of Appropriateness permits

#### Meetings & Events

- Attended DDC Meeting
- Attended M&CC Meeting
- Attended Allegany College of Lifelong Learning class
- Attended various dept. meetings
- Held Public Outreach Meetings on Cumberland Historic Preservation Plan
- Gave presentation about Historic Preservation at the *Monthly Luncheon for Remarkable Women!*

#### Grants, Tax Credits and Section 106 reviews

Administered/managed funding/grants for:

- Residential Accessibility Improvement Program
- Roof Replacement Program
- Executed Grant Reports
- Conducted Section 106 Reviews (as needed) for various projects.
- Answered questions (as needed) regarding tax incentives from both current and potential building owners.

**Other**

- Participated and represented the city of Cumberland at Heritage Days
- Organized and held, in partnership with Allegany Historical Society, Slate Repair Workshop
- Participated on team for Dragon Boat Race

**Comptroller's Office**  
Financial Activity Report  
September 2023  
Mark Gandolfi, City Comptroller

**Cash Flow:**

Attached for your review is a Cash Flow Summary for the month of September 2023.

On September 1, 2023, the City had a cash balance of \$13.2 million (\$11.0 million invested in a value money market program and \$2.2 million participating in a sweep program at First United Bank. Receipts exceeded disbursements by \$1.1 million resulting in a cash balance of \$14.2 million at September 30, 2023 (\$11.5 million invested in a value money market program and \$2.7 million participating in a sweep program at First United Bank).

As of September 30<sup>th</sup>, the significant tax receivable balances are reflected in the table below.

Taxes receivable (General Fund)						\$ 5,128,512
	Beg Balance	New Billings	Adjustments/ Abatements	Collections	Bad Debt	Ending Balance
FY 2024	\$ 6,526,302	\$ 803,731	\$ 53,633	3,491,381	\$ -	\$ 3,892,285
FY 2023	879,334	11	627	142,932	-	737,040
FY 2022	311,485	-	-	25,097	-	286,388
FY 2021	45,270	-	-	2,247	-	43,023
FY 2020	55,518	-	-	56	-	55,462
FY 2019	24,650	-	-	56	-	24,594
FY 2018	34,822	-	-	48	-	34,774
FY 2017	14,161	-	-	87	-	14,074
FY 2016	11,437	-	-	-	-	11,437
FY 2015	11,026	-	-	44	-	10,982
FY 2014	7,270	-	-	-	-	7,270
FY 2013	2,980	-	-	-	-	2,980
FY 2012	2,538	-	-	-	-	2,538
Prior FY's	5,665	-	-	-	-	5,665
	<u>\$ 2,149,431</u>	<u>\$ 803,742</u>	<u>\$ 54,260</u>	<u>\$ 3,661,948</u>	<u>\$ -</u>	<u>\$ 5,128,512</u>

The current year tax receivable balance is comprised of the following:

Real property (non-owner occupied)	\$1,758,750
Personal Property	715,675
Real Property (semiannual payments)	1,417,860
Real Property (Half Year)	-
	<u>\$3,892,285</u>

The City's liquidity position continues to be strong as illustrated in the following cash and investments table. Restricted cash and investments are comprised primarily of invested American Rescue Plan Act (ARPA) funds received in advance and bond proceeds restricted to associated capital projects and expenditures.

**Cash and Investment Summary**

**September 30, 2023**

	Cash	Investments
Beginning Balance	\$ 13,157,914	\$ 29,333,624
Add:		
Cash Receipts	7,690,635	132,751
Investment Transfer	-	-
Less:		
Disbursements	6,669,698	-
Investment Transfer	-	-
Ending Balance	\$ 14,178,851	\$ 29,466,375
Restricted	\$ 2,582,400	\$ 10,257,813



The table below illustrates cash restrictions and restricted investments associated with specific expenditures and/or capital projects.

<b>Restricted Cash</b>				
	<b>9/1/2023</b>	<b>Increase</b>	<b>Utilization</b>	<b>9/30/2023</b>
Police Seizures	\$ 80,854	\$ 20	\$ 1,284	\$ 79,590
Bowers Trust	80,325	300	-	80,625
National Opioid Settlement	44,740	-	-	44,740
GOB 21	844,590	3,157	126,798	720,949
ARPA	180,033	673	-	180,706
Capital Projects	1,364,442	5,095	-	1,369,537
Demolition & Fiscal Agent Bonds	105,353	900	-	106,253
	<b>\$ 2,700,337</b>	<b>\$ 10,145</b>	<b>\$ 128,082</b>	<b>\$ 2,582,400</b>
<b>Restricted Investments</b>				
	<b>9/1/2023</b>	<b>Increase</b>	<b>Utilization</b>	<b>9/30/2023</b>
DDC	\$ 4,504	\$ 21	\$ -	\$ 4,525
GOB 21	3,642	16	-	3,658
ARPA	10,203,454	46,176	-	10,249,630
	<b>\$ 10,211,600</b>	<b>\$ 46,213</b>	<b>\$ -</b>	<b>\$ 10,257,813</b>

Increases to GOB21, ARPA, Capital Projects, Bowers Trust and DDC are interest earnings.

Capital Projects are CSX funding for Fayette St. and Cumberland St. bridge replacements.

DDC restricted investment was funded through donations and is restricted for the purpose of maintenance of the Wes Han Fountain.

GOB21 is the FY21 general obligation bond issuance restricted for scheduled capital projects and equipment.

National Opioid Settlement is for opioid intervention in Cumberland.

### **Capital Projects and Associated Debt:**

The tables below illustrate undrawn Maryland CDA bond proceeds and unused general obligation bond proceeds (GOB21) as well as the accumulated debt and grant proceeds for the Decatur Street waterline and the Combined Sewer Overflow (CSO) projects.

<b>Available Bond Proceeds</b>				
	<b>9/1/2023</b>	<b>Increase</b>	<b>Utilization</b>	<b>9/30/2023</b>
CDA 2019	\$ 29,651	\$ -	\$ -	\$ 29,651
CDA 2021	4,233,695	-	67,108	4,166,588
CDA 2023	2,574,356	-	228,638	2,345,718
GOB 21	848,231	-	123,624	724,607
	<b>\$ 7,685,933</b>	<b>\$ -</b>	<b>\$ 419,370</b>	<b>\$ 7,266,563</b>
<b>Decatur Street Project</b>				
	<b>9/1/2023</b>	<b>Increase</b>	<b>Utilization</b>	<b>9/30/2023</b>
MWQFA Series 2022A	\$ -	\$ -	\$ -	\$ -
MWQFA Series 2022B	-	-	-	-
Decatur Street Grants	-	-	-	-
	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>CSO Projects</b>				
	<b>9/1/2023</b>	<b>Increase</b>	<b>Utilization</b>	<b>9/30/2023</b>
Evitts Creek Phase 3 Debt	\$ 2,297,851	\$ -	\$ -	\$ 2,297,851
Evitts Creek Phase 3 Grant	5,418,560	-	-	5,418,560
Evitts Creek Phase 4 Debt	3,550,900	-	-	3,550,900
Grit Removal and UV Disinfection	4,445,000	-	-	4,445,000
78" Pipeline Debt	19,941,232	-	-	19,941,232
78" Pipeline Grant	46,338,060	-	-	46,338,060
	<b>\$ 81,991,603</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 81,991,603</b>

CDA 2021 utilization of \$67K includes \$2K toward the McMullen Street bridge design, \$2K toward the fire house engine exhaust system, \$3K toward police patrol vehicles, \$2K toward the City Hall elevator upgrades and \$58K toward the Public Safety Building elevator upgrades. CDA 2023 utilization of \$228K includes \$15K toward police patrol vehicles, \$3K toward a Water Treatment Plant push camera, \$25K toward the fire house engine exhaust system, \$31K for IT hardware, \$35K toward the Wastewater Treatment Plant influent screen, \$100K for Wastewater Treatment Plant roofing, and \$19K for Wastewater Treatment Plant ammonia nitrate probes. GOB21 utilization of \$124K includes \$125K toward the Baltimore Street bridge and \$2K toward the Baltimore Street Access project; reduced by \$3K interest earned.

Remaining CDA 2019 funds are allocated to SCADA upgrades (\$30K). Remaining CDA 2021 funds are primarily allocated to the Baltimore Street Access project (\$1.58M), fuel pump replacement (\$350K), elevator modifications (\$227K), cross connections/hydrants valves (\$211K), Fort Hill Reservoir cover replacement (\$213K), 5-ton dump truck (\$160K), and Constitution Park infrastructure (\$105K). Remaining GOB21 funds are primarily allocated to the Baltimore Street bridge replacement (330K), the Baltimore Street Access project (277K), and the Cole Street Valve Equipment (\$50K). Remaining CDA 2023 funding consists primarily of ambulances (\$385K), a 5-ton dump truck (\$190K), water filtration building design (\$500K), influent screen construction (\$177K), and wastewater plant roof replacements (\$242K).

The Decatur Street waterline project was funded with \$1.0 million in grants and \$1.7 million in loans with \$0.4 million of the loan amount being forgivable after 10 years. Construction was complete June 30, 2023. Final debt and grant draws were received in August 2023.

The following four projects are major upgrades to the combined sewer collection system. Evitts Creek Phase 3 is in the engineering phase with the necessary funding in place. Phase 3 project cost is estimated at \$7.5 million and is funded with \$5.4 million in grants and \$2.3 million in loan with \$1.1 million of the loan amount being forgivable. Phase 3 is on hold pending site access being granted by CSX. Evitts Creek Phase 4 is in the planning phase and has most of the funding in place. Phase 4 project cost is estimated at \$4 million and is funded with \$3.6 million in loan with \$1.5 million of the loan amount being forgivable. A water reclamation facility grit removal and UV disinfection project is in the planning phase with the necessary funding in place. The grit removal and UV disinfection project is projected to begin during FY25 at an estimated cost of \$4.4 million and is funded with \$4.4 million in loan with \$1.5 million of the loan amount being forgivable. The 78" pipeline project is pending Army Corp of Engineers approval and private property easement or acquisition and anticipated to begin construction during FY25 or FY26. The total estimated project cost is \$67 million and is substantially funded with \$46.3 million in grants and \$20.0 million in loan with \$3.0 million of the loan amount being forgivable.

### **COVID-19:**

The City received \$19,595,850 from the American Rescue Plan Act (ARPA). The U.S. Treasury guidance provides greater details on the eligible uses and priority of these funds. These are:

- Support public health expenditures
- Address negative economic impacts caused by the public health emergency
- Replace lost public sector revenue
- Provide premium pay for essential workers
- Invest in water, sewer, and broadband infrastructure

Available Funding (*as of September 30, 2023*):

Purpose	Awarded	Allocation				
		Budgeted	Allocated Interest Earned	Utilized Interest Earned	Utilized ARPA Budget	Remaining
American Rescue Plan Act (ARPA)	\$ 19,595,850					
Premium Pay		\$ 833,952			\$ 833,952	\$ -
Respond to the health emergency						
Community Programs						
Amphitheatre and Pavilion 1&2		\$ 174,350	\$ 1,824	\$ 1,824	\$ 174,350	\$ -
Pool Area		\$ 71,250	\$ 73,228	\$73,228	\$ 71,250	\$ -
Union Rescue Mission		\$ 749,000			\$ 749,000	\$ -
YMCA Bus Replacement		\$ 216,000			\$ 216,000	\$ -
DDC Assistance to Small Businesses		\$ 183,500			\$ 52,750	\$ 130,750
Promoting the Community		\$ 33,563			\$ 32,386	\$ 1,177
Janes Place for Abused Children		\$ 40,778			\$ 36,414	\$ 4,363
Community Development Property Improvement		\$ 264,960			\$ 103,618	\$ 161,342
Affordable Housing Assistance		\$ 410,516			\$ 122,589	\$ 287,927
Skate Park - Mason Rec Complex		\$ -	\$ -	\$ -	\$ -	\$ -
Duck Pond Remediation		\$ 16,844	\$ 11,621	\$ -	\$ -	\$ 16,844
City of Cumberland Signage		\$ -	\$ 69,676	\$ -	\$ -	\$ 69,676
PPE						
General		\$ 29,269			\$ 29,269	\$ -
Facilities and Equipment		\$ 22,216			\$ 22,216	\$ -
Prisoner Processing Improvements		\$ 176,200			\$ -	\$ 176,200
HVAC improvement at City Hall & Public Safety		\$ 1,300,000			\$ 4,950	\$ 1,295,050
Revenue Loss		\$10,000,000			\$ 7,074,957	\$ 2,925,043
Infrastructure Investments						
South End Water Main Replacement		\$ 2,000,000			\$ 116,326	\$ 1,883,674
Industrial Blvd Water Main		\$ 2,000,000			\$ -	\$ 2,000,000
Replace 4" Water Lines with 6" (City-Wide)		\$ 1,073,452			\$ 60,040	\$ 1,013,412
Unallocated		\$ -				\$ -
Unallocated Interest Earned						\$ 405,281
<b>Total:</b>	<b>\$ 19,595,850</b>	<b>\$19,595,850</b>	<b>\$156,347</b>	<b>\$75,051</b>	<b>\$ 9,700,068</b>	<b>\$ 10,370,739</b>

Respectfully submitted,

Jeffrey F. Silka  
City Administrator

*sln*

**File Attachments for Item:**

. Maintenance Division Monthly Report for September 2023

**MAINTENANCE DIVISION REPORT  
SEPTEMBER 2023**

**Street Maintenance Report**

**Parks & Recreation Maintenance Report**

**Fleet Maintenance Report**

**Central Services Report**

**PUBLIC WORKS/MAINTENANCE  
STREET BRANCH  
MONTHLY REPORT  
SEPTEMBER 2023**

- Potholes and Citizen Reports
  - 38 Service Requests Completed
  - 15 Streets and 4 Alleys Repaired
  
- Utility Hole Repairs
  - 19 Water Repairs
  - 5 Sewer Repairs
  - Material Totals:
    - 12 CY Concrete
    - 220 Tons Asphalt
  
- Tree Removal and Pruning
  - 16 hazard trees were removed.
  - 42 trees were trimmed
  - Resolved and/or addressed 43 tree complaints and tree issues.
  - Attended Trees and Parks Asset Management Seminar.
  - Performed Brush Removal at several locations throughout the city.
  
- Street Cleaning Operations
  - 41 Loads Collected
  - 20 Tons of Debris to Landfill
  - 555 Miles of Streets Swept
  
- Sign Work
  - 8 Traffic Control Sign Repaired / Installed
  - 15 Street Name Signs Repaired / Installed
  - 3 Handicap Signs Removed / Installed
  
- Miscellaneous
  - Traffic Set for 3 Events
  - Baltimore Street Underpass Cleaned 5x
  - Scratch Coating on The Following Streets
    - Third St
    - Cedar St
    - Springdale St
  - Street Cleanup Operations
    - Race St
    - Pennsylvania Ave
    - Grand Ave

**PUBLIC WORKS/MAINTENANCE  
PARKS & RECREATION  
MONTHLY REPORT  
SEPTEMBER 2023**

- Parks & Parklets Mowing
  - Parklets
    - Mowed 10 days
  - Park
    - Mowed 18 days
  - Mason Sports Complex
    - Mowed 16 days
  
- Ball Fields

Location	Mowed	Drug	Lined
Flynn	4	3	2
Northcraft	3		
Nonneman	3		
Cavanaugh	4	3	2
Abrams	3	1	
Long	3	2	2
JC	2		
Galaxy	5		4
Bowers	4		2

Miscellaneous

- Finalized Duck Pond Plans: Contract awarded to ServicePro
- Agreed to Final Contract with DuraEdge to renovate Flynn Field
- New Park trash cans delivered
- Pool Shut down began, Maintenance needs evaluated

**FLEET MAINTENANCE  
MONTHLY REPORT  
SEPTEMBER 2023**

<b>DEPARTMENT</b>	<b>REPAIRS</b>
Central Services	6
Community Development	3
DDC	2
Engineering	3
Fire	16
Fleet Maintenance	4
Flood	2
MPA	0
P & R Maintenance	14
Police	21
Public Works	1
Sewer	2
Snow Removal	0
Street Maintenance	34
Water Distribution	29
WFP	1
WWTP	8
In House Fleet Maintenance Projects	10
Scheduled Preventative Maintenance	20
Field Service Calls	4
<b>Total Fleet Maintenance Projects</b>	<b>180</b>
<b>Total Repair Orders Submitted</b>	<b>29</b>
<b>Fleet Maintenance Risk Management Claims</b>	<b>0</b>



## CENTRAL SERVICES MONTHLY REPORT SEPTEMBER 2023

- **City Hall**: Switched the lights around the outside of the building to purple for the month. Repaired the heating and cooling valve on the basement AHU. Worked on the chiller (keeps locking out for no reason).
- **Municipal Service Center**: PM on the main gate. Replaced a bad sensor on the RTU for the first floor. Checked and cleaned all the RTU's and split units.
- **Public Safety Building**: Worked on the Police garage door, replaced rollers and aligned the track. Repaired the second floor police female locker room shower that had no hot water. Replaced one of the condenser fan motors on the chiller. Replaced the cracked 4 inch sewer line in the Fire Department garage ceiling for the second floor locker rooms. Replaced batteries in the panic alarms buttons on the Police side. Met with the fire suppression contractor to look at the second floor Data room install. The new A/C split unit was installed in the second floor Data room.
- **Fire Stations #2**: Maintenance on the garage door. Checked on the sump pump in the basement that stopped working.
- **Fire Station #3**: Checked on the building for water leak for the last time.
- **Canadian Hose House**: Checked on the building for water leak for the last time.
- **Downtown Area & Mall**: Set up and took down the stage on Washington St. for Heritage Days. Helped with the traffic control clean up after Heritage Days. Set up the JEOPARDY board at the stage for Heritage Days. Picked up the trash in the Downtown trash can until the new DDC person started. Show the new DDC person what needed done around the Mall and Downtown area. Hung the Great Allegany Run banner on South Centre St. Picked up the DDC tractor and took it to the Service Center for maintenance.
- **Traffic and Street Lights**: Reported 15 street lights for the power company to repair. Put the traffic lights in and out of flash at Bridge Street and Green St, Maryland Ave. and Williams St., Park St. and Williams St., Johnson St. and Green St. for the gas line replacement many times also Baltimore St. and Mechanic St for the bridge construction. Power outage at Knox St traffic light (set up temp. stop signs). Located all the underground conduits at the Park St. and Williams St. traffic intersection for NPL. Repaired the Valley St Bridge light that were not working.

- **Parks areas:** Started getting the pool filter equipment ready for the winter. Got a quote for the repair of the slide motor and pump, baby pool mushroom motor and pump and all the other repairs need in the filter buildings at the pool.
- **Other:** Carver Building, started covering all the window with plywood to prevent anymore vandalism. Two new guys started in the department.
- Load tested generators. September 28, 2023
- Monthly Safety Meeting – September 21, 2023
- PM's on all the pumps and motors at PSB, City Hall and MSC

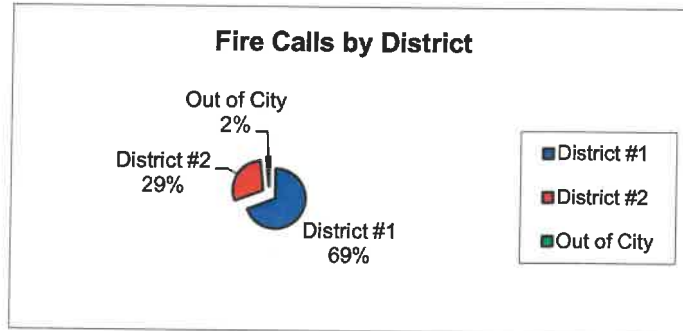
**File Attachments for Item:**

. Fire Department Monthly Report for September 2023

**REPORT OF THE FIRE CHIEF FOR THE MONTH OF SEPTEMBER, 2023**  
 Prepared for the Honorable Mayor and City Council and City Administrator

**Cumberland Fire Department Responded to 120 Fire Alarms:**

Responses by District:	
District #1	83
District #2	35
Out of City	<u>2</u>
	120



Number of Alarms:	
First Alarms Answered	120

Calls Listed Below:

Property Use:	
Public Assembly	6
Educational	4
Institutional	8
Residential	60
Industrial/Utility	1
Stores and Offices	7
Special Properties	<u>34</u>
	120

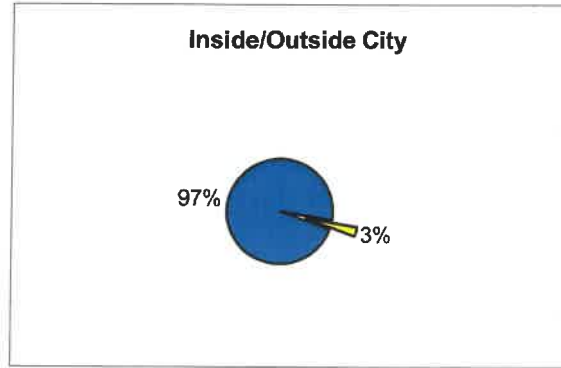
Type of Situation:

Fire or Explosion	4
Overpressure, Rupture	2
Rescue Calls	67
Hazardous Conditions	5
Service Calls	6
Good Intent Calls	18
False Calls	18
Severe Weather	<u>0</u>
	120

Total Service Fees for Inspections and Permits Billed in September:	\$100.00
Total Service Fees for Inspections and Permits Paid in September:	\$300.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$400.00
Total Fire Service Fees Billed by Medical Claim-Aid for September, 2023:	\$980.00
Total Fire Service Fees Paid in September, 2023:	\$551.76
Total Fire Service Fees for Fire Calls Paid in FY2024:	\$745.00

**Cumberland Fire Department Responded to 476 Emergency Medical Calls:**

In City Calls	462
Out of City Calls	14
Total	476



Total Ambulance Fees Billed by	
Medical Claim-Aid for September, 2023:	\$164,273.50
Ambulance Fees Billed Fiscal Year to Date:	\$353,618.50

Ambulance Fees Paid:	
Revenue Received in September:	\$98,075.32
FY2024 Ambulance Fees Paid in FY2024:	\$142,361.25
Total Ambulance Fees Paid in FY2024:	\$333,060.46
(Includes all ambulance fees, current and previous fiscal years, paid in FY2024.)	

Cumberland Fire Department provided 5 Paramedic Assist Calls:

0 Paramedic Assist Calls within Allegany County	
5 Paramedic Assist Calls outside of Allegany County	
	5

Fort Ashby, WV VFD	1
Ridgeley, WV VFD	1
Wiley Ford, WV VFD	3
	5

Cumberland Fire Department provided 9 Mutual Aid Calls:

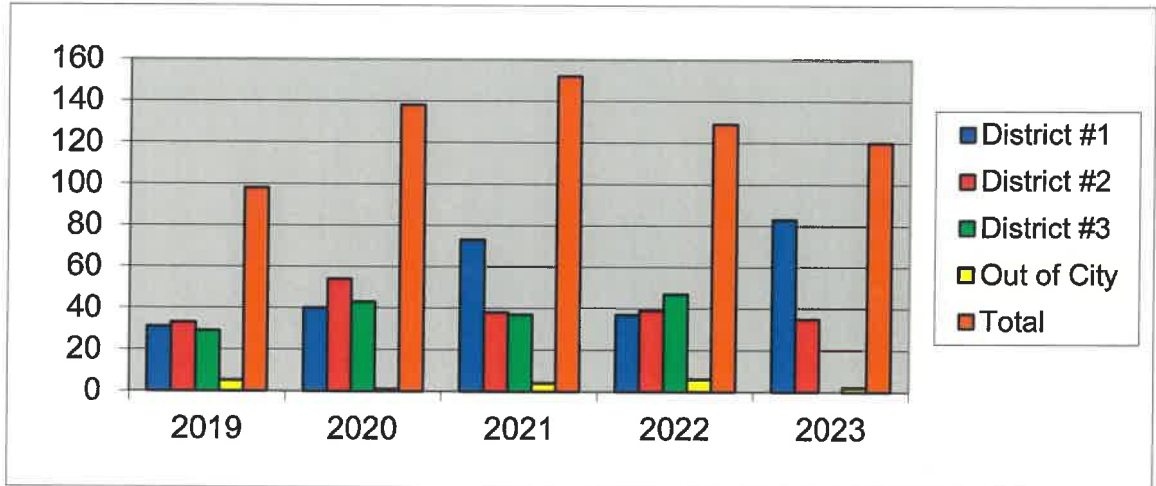
7 Mutual Aid Calls within Allegany County	
2 Mutual Aid Calls outside of Allegany County	
	9

Bowman's Addition VFD	5
Cresaptown VFD	2
	7

Ridgeley, WV VFD	1
Wiley Ford, WV VFD	1
	2

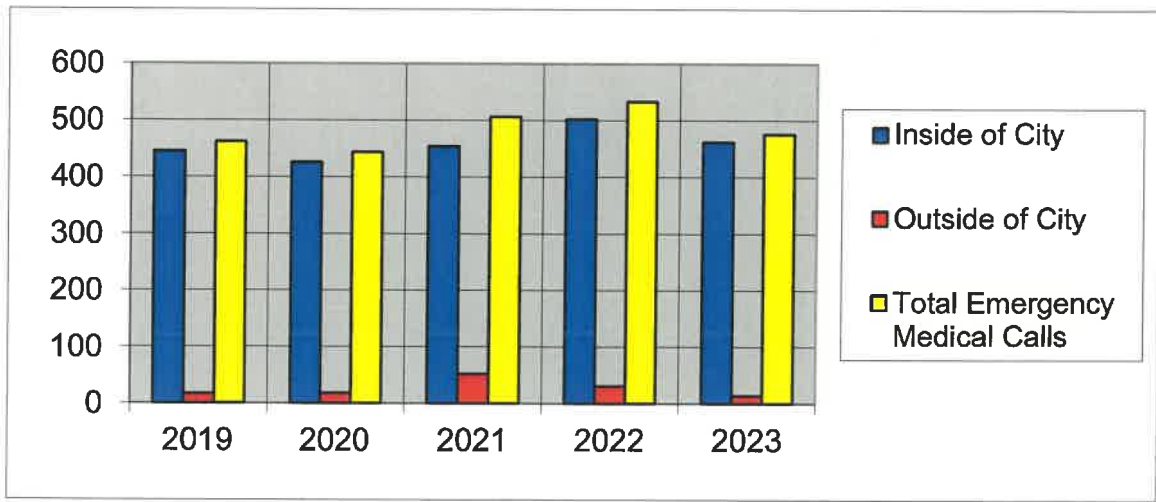
**Fire Calls in the Month of September for a Five-Year Period**

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
District #1	31	40	73	37	83
District #2	33	54	38	39	35
District #3	29	43	37	47	0
Out of City	<u>5</u>	<u>1</u>	<u>4</u>	<u>6</u>	<u>2</u>
Total	98	138	152	129	120



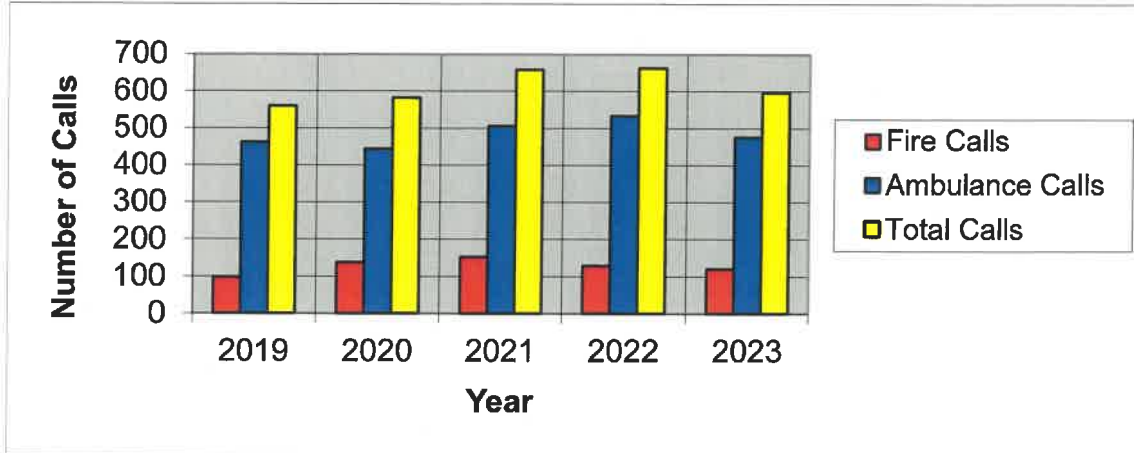
**Ambulance Calls in the Month of September for a Five-Year Period**

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Inside of City	445	426	454	502	462
Outside of City	<u>17</u>	<u>18</u>	<u>52</u>	<u>31</u>	<u>14</u>
Total Emergency Medical Calls	462	444	506	533	476



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

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Fire Calls	98	138	152	129	120
Ambulance Calls	462	444	506	533	476
Total Calls	560	582	658	662	596



**Training**

Training Man Hours: 306.5 man hours

- Ladders
- Truck #1
- Rescue #1
- Rope Rescue
- Hose Operations
- Paramedic Training
- Fire Officer I
- Firefighter I
- Recruit Academy
- Confined Space
- Rapid Intervention

**Fire Prevention Bureau**

Complaints Received	6
Conferences Held	12
Correspondence	65
Inspections Performed	6
Investigations Conducted	2
Plan Reviews	0
Public Education	1
Burning Permits	10

**Personnel**

Firefighter/Paramedic Robert R. Bower resigned on September 14, 2023.

Andrew T. Lenhart was hired as a Probationary Firefighter/EMT effective September 18, 2023.

Sara E. Gant was hired as a Probationary Firefighter/EMT effective September 19, 2023.

Ryan P. Woods was hired as a Probationary Firefighter/Paramedic effective September 30, 2023.

Statistics compiled by Julie A. Davis, Fire Administrative Officer



**File Attachments for Item:**

. Police Department Monthly Report for September 2023



# **City of Cumberland Department of Police**

**Monthly Report**

**September 2023**



# City of Cumberland Department of Police

## Monthly Report

### September 2023

#### Part 1 Crimes for the Month

	2022	2023		2022	2023		2022	2023		2022	2023
Aggravated Assaults	12	1	B & E (All)	8	13	Murder	0	0	Rape	4	4
Robbery	1	2	Theft - Felony	0	1	Theft - Vehicle	0	1			

#### Selected Criminal Complaints for the Month

	2022	2023		2022	2023		2022	2023		2022	2023
Theft - Misdemeanor	21	28	Theft - Petty	32	40	Domestic Assaults	20	19	CDS	27	28
Disturbances	145	155	DOP/Vandalism	21	23	Indecent Exposure	3	0	Sex Off - Other	5	6
Suicide	0	0	Suicide - Attmpt.	0	0	Tampering M/V	0	0	Abuse - Child	2	1
Trespassing	31	51	Assault on Police	6	3	Assault Other	46	41			

#### Selected Miscellenous Incidents for the Month

	2022	2023		2022	2023		2022	2023		2022	2023
Alcohol Volations	3	0	Juvenile Compl.	25	25	Missing Persons	8	8	School Resource	158	183
School Threat	1	0	Sex Off. Regist.	4	0	Truancy	0	0	Death Investigation	7	7

#### Selected Traffic Incidents for the Month

	2022	2023		2022	2023		2022	2023		2022	2023
DWI	8	11	Hit & Run	27	24	M/V Crash	61	57	Traffic Stop	408	510

#### Selected Service Calls for the Month

	2022	2023		2022	2023		2022	2023		2022	2023
Alarms	40	31	Assist Motorist	37	28	Check Well-Being	119	156	Foot Patrol	74	99
Assist Other Agency	83	75	Bike Patrol	0	0	Special Events	11	12	Suspicious Activity	95	98

#### Current Incident Status for the Month

	2022	2023		2022	2023		2022	2023		2022	2023
Open	17	92	Arrest	238	259	Closed	2304	2579	Suspended	68	50



# CUMBERLAND POLICE DEPARTMENT

## MONTHLY REPORT

September 2023

### SWORN PERSONNEL: 51 SWON OFFICERS

Administration	6 officers
Squad D1	8 officers
Squad N1	8 officers
Squad D2	8 officers
Squad N2	7 officers
C3I/C3IN	5 officers
School Resource	2 officers
Academy	7 recruits
Medical/Modified Duty	0 officers

### CIVILIAN EMPLOYEES: 7 full time, 8 part time

CPD Office Associate	1 full time
CPD Records Clerk	1 full time
CPD Records Clerk	0 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 full 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	2 part time

\*=Grant funded

\*\*=Shared costs with other agencies

### LEAVE REPORT

VACATION TAKEN: 531.25  
COMP TIME USED: 345.75  
SICK TIME USED: 98.5

YEAR TO DATE (beginning 07/01/23): 2,493.25  
YEAR TO DATE (beginning 07/01/23): 606.5  
YEAR TO DATE (beginning 07/01/23): 170.5

### OVERTIME REPORT

OVERTIME WORKED: 148.25  
HOSPITAL SECURITY: 80  
COURT TIME WORKED: 424

YEAR TO DATE (beginning 07/01/23): 254.25  
YEAR TO DATE (beginning 07/01/23): 259  
YEAR TO DATE (beginning 07/01/23): 840

**File Attachments for Item:**

1. Approval of the Closed, Work and Regular Session Minutes of October 3, 2023, and the Closed and Work Session Minutes of October 10, 2023.

# 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, October 3, 2023; 4:00 p.m.

The Mayor and City Council convened in public session followed immediately by a motion to close the meeting pursuant to Section 3-305 (b)(1)(i) and (7) of the General Provisions Article of the Annotated Code of Maryland to discuss Board and Commission appointments, and to also receive legal advice from the City Solicitor relative to proposed City legislation, the Rolling Mill project, and the trash and recycling contract.

**MOTION:** Motion to enter into Closed Session was made by Council Member Cioni, seconded by Council Member Marchini, and was passed on a vote of 4-0.

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

**ALSO PRESENT:** Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Michael Cohen, City Solicitor



# Mayor and City Council of Cumberland

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

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

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## Mayor and City Council of Cumberland

### WORK SESSION

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

Tuesday, October 3, 2023, 5:00 p.m.

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

**ALSO PRESENT:** Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Michael Cohen, City Solicitor; Ken Tressler, Director of Administrative Services; Brooke Cassell

**Media:** Teresa McMinn, Cumberland Times-News  
Kathy Cornwell, WCBC Radio

#### I. PUBLIC WORKS UPDATE

Brooke Cassell, Director of Public Works, provided a PowerPoint presentation along with her Public Works Department update. She advised on the completed and ongoing projects in the Water Department, Sewer Department and Flood Control, Forestry, Street Department/Parks & Rec Maintenance, Central Services, and Vehicle Maintenance. She advised on upcoming projects with the Water Department, Sewer Department, Flood Control Maintenance, Streets, and Central Services. The PowerPoint presentation went into detail about each update, and she included equipment updates. Ms. Cassell also provided a PowerPoint presentation on the Timber Harvest Activity Report.

Ms. Cassell answered questions from M&CC. She stated that the temporary patching done by the gas company on Greene Street will become a permanent patch shortly, but will be repaved next year in the Spring.

Ms. Cassell talked about the schedule for redoing the sidewalks dug up by the gas company, and said they should be done before Winter.



Ms. Cassell advised that they are not sure when the next timber sale will be, but said she hopes they can continue to work with Fire Chief Shannon Adams, Consultant Forester, and said he is very knowledgeable and helpful.

## **II. AGENDA REVIEW SEPTEMBER 19, 2023**

Mr. Silka advised that there were just two Orders he wanted to touch on – 27,335 and 27,336 regarding the Duck Pond in Constitution Park. He stated that the pond will transfer from a yucky water collection pond into a very nice water feature, with a walking track, plants, fencing, etc. He also said they will engage someone to redo the duck house to make it nicer, ultimately making this area multi-functional and visually superior.

Council Member Cioni wanted to discuss Order No. 27,333. Mr. Silka advised that this will reprogram some ARPA funds to allow for demolition assistance, also allowing for a \$10K match if someone wants to privately demolish a property.

Council Member Marchini wanted to discuss Order No. 27,329. Mr. Silka advised that this is basically housekeeping, saying this agreement had a finish date, and said this order will extend that.

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

Council Member Cioni advised that at the recent Parks & Rec meeting, the largest discussion was about getting a turf field at Bower Field (Mason Rec). He stated that he talked to Mr. Silka about this, and said Devin Burke and Ryan Mackey felt it was time for the City to have a facility like that, seeing as soccer continues to grow and have support. There was discussion about talking to members of the WMD Delegation about getting help from this legislative session, noting that after the skate park, that should be the next big deal for the City.

Mr. Cioni also asked if there was an answer yet for LBC, about getting lights at Giarritta Park and Veterans Park, along with No Loitering signs at Riverside. Mr. Silka asked to let staff do some research into estimates of costs, and where it can be programmed into the budget.

Council Member Furstenburg had nothing to report at this time.

Council Member Marchini listed events happening: Leadership Allegany Rising, November 9<sup>th</sup>; Winter Festival at Canal Place, December 2<sup>nd</sup> and 9<sup>th</sup>; Last Friday After Five is October 27<sup>th</sup>.

Ms. Marchini also talked about HPC members receiving training via Zoom, and mentioned the Discount Cards for Downtown, and where to get them. She stated that the Town Hall Meeting on September 27<sup>th</sup> was uneventful. The Barathalon was successful, thanks to Dan Bowser, and gave thanks to all that participated in the Dragon Boat Race, saying the Y raised more than \$40K from the event. The Councilwoman also mentioned that security lights are on downtown now, and said it makes a difference. She added for Shop Small Saturday this year they have lots of things planned.

Mayor Morriss discussed the recent visit to the Hagerstown skate park to take a good look at it, and said they got some knowledge from those in Hagerstown who helped with it. He stated that their community involvement was good, and said that skate parks are growing across the country.

There was discussion about Hagerstown's dog walking park, and it was noted that it gave them ideas for one here in the City, saying that the one in Constitution Park is not centrally located.

The Mayor discussed a couple ribbon-cuttings around town – said it's good to see new businesses opening up in the City. He mentioned that Peg McKenzie retired from the Chamber of Commerce, and said she had been there for over 30 years.

#### **IV. ADJOURNMENT**

With no further business at hand, the meeting adjourned at 5:47 p.m.

Respectfully Submitted,

Allison K. Layton  
City Clerk

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



# Mayor and City Council of Cumberland

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

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

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## MINUTES

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

DATE: October 03, 2023

### I. OPEN SESSION – 6:15 P.M.

### II. Pledge of Allegiance

### III. Roll Call

#### PRESENT:

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

Council Member Eugene T. Frazier was absent

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

### IV. Statement of Closed Meeting

Mayor Morriss announced that a closed session had been held on October 3, 2023 at 4:00 p.m., and read into the record a summary of that meeting, which is attached hereto and made a part of these minutes as required under Section 3-306 (c)(2) of the General Provisions Article of the Annotated Code of Maryland.

### V. Presentations

1. Certificate of Recognition presented to Josef Sneathen for the completion of his Eagle Scout project of building dug-outs at Holly Fields in LaVale.

Mayor Morriss read the Certificate of Recognition, and presented it to Josef Sneathen. Josef provided background and details on his project of building dugouts at Holly Fields for team protection and organization to benefit the players and coaches.

2. Certificate of Recognition presented to Mason Trub for the completion of his Eagle Scout project at Rose Hill Cemetery.

Mayor Morriss read the Certificate of Recognition, and presented it to Mason Trub. Mason provided background and details on his clean-up project of Rose Hill Cemetery and building a display case for maps and information.

3. Presentation of quarterly awards given in recognition of employee career milestones.

Supervisors provided background on each employee. If Supervisors were not in attendance, Mayor Morriss provided information about the employee.

5 Years:

Lloyd Huff (not in attendance); has been with the Sanitary Sewer Department since August 28, 2018.

Michael Hartman (not in attendance); has been with the Water Reclamation Facility since August 27, 2018 as a Tech II Operator, and is currently in training to become the future Lab Analyst.

Isaac Cessna (not in attendance); Chief Adams provided background on Mr. Cessna, who has been employed for 5 years with the Fire Department, and is currently a Firefighter/Paramedic.

Ethan Snyder (in attendance); employed for 5 years with the Fire Department. Chief Adams provided background, saying he was one of the senior Firefighter/Paramedics on his crew.

Joseph Tipton (not in attendance); employed with Water Distribution Department since August 13, 2018.

10 Years:

Garhet Dolly (in attendance); employed with Fleet Management Department since September 2013, is currently an Automotive Technician II.

Brian Broadwater (in attendance); employed with the Public Works Department since 2013, is currently Fleet Manager.

15 Years:

Nicholas Mazzone (in attendance); employed with the Police Department for 15 years, currently working as a Detective with the C3I unit.

Jeremy Hedrick (in attendance); employed with the Police Department for 15 years, currently assigned as a Patrol Corporal.

20 Years:

Christopher Golliday (not in attendance); employed with the Police Department for 20 years, currently assigned as the Accreditation Manager for the department and is also on the Tactical Team.

25 Years:

Ed Kenner (in attendance); employed with the Fire Department since September 1998, currently working as an Equipment Operator/EMT.

**VI. Approval of Minutes**

**Motion** to approve the minutes was made by Council Member Furstenberg, seconded by Council Member Cioni, and was passed on a vote of 4-0.

1. Approval of the Work and Regular Session Minutes of September 19, 2023

**VIII. Public Comments**

*No public comments*

All public comments are limited to 5 minutes per person

**IX. New Business**

**(A) Ordinances**

1. Ordinance 3966 (*1st reading*) - authorizing the transfer of 102-104-106 Altamont Terrace to Abiye Williams for the purchase price of \$4,800.

**FIRST READING:** The ordinance was submitted in title only for its first reading.

**Motion** to accept the first reading and table until next meeting was made by Council Member Marchini, seconded by Council Member Furstenburg, and was passed on a vote of 4-0.

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

Mr. Silka reviewed each item on the Consent Agenda, and Mayor Morriss called for questions or comments. **Motion** to approve each item was made by Council Member Furstenburg, seconded by Council Member Cioni, and was passed on a vote of 4-0.

**Order 27,328** - authorizing the Chief of Police to accept a Maryland Highway Safety Office grant for FY24 in the amount of \$3,000 for police overtime concentrating on DUI Reduction and Occupant Protection.

**Order 27,329** - approving Amendment No. 1 to the Cumberland Street Construction Agreement, between the Mayor and City Council of Cumberland and CSXT, dated November 5, 2019.

**Order 27,330** - authorizing the City Administrator to accept the sole source proposal from Cargill Incorporated to provide road salt for an amount not-to-exceed \$200,000 for the term September 1, 2023 through August 31, 2024, with pricing obtained through the statewide contract.

**Order 27,331** - authorizing the purchase of a new Ford F600 Pacific Tek Power Vac Truck from Infrastructure Solutions Group, Inc. for an amount not-to-exceed \$207,953.74, which is Virginia Sheriffs Association Contract #23-05-0713 pricing and is in accordance with City Code Sec. 2-171 (c).

**Order 27,332** - accepting the bid from Southern States Cooperative for the purchase of heating oil for the Water Reclamation Facility and the Water Filtration Plant, in the most current price (September 20, 2023) of \$77,337.50 for 23,000 gallons.

**Order 27,333** - approving the ARPA combined Affordable Housing Assistance and Property Improvement funding modification to allow for a demolition assistance match up to \$10,000 per property.

**Order 27,334** - accepting the proposal from Long View Systems Corporation USA for equipment, installation and support of a Tenable system to better secure and monitor the City's water supply and Wastewater management IT systems, as well as general IT Networks, in the amount not-to-exceed \$51,889.67.

**Order 27,335** - amending Order No. 26,961 dated February 15, 2022 by approving an increase of ARPA funding in the amount of \$16,844.41 toward the Duck Pond project and approving a \$16,844.41 reduction to funding previously allotted to Jane's Place.

**Order 27,336** - authorizing the Sole Source purchase of a professional service contract from ServicePro for improvements at the Duck Pond in Constitution Park in the amount not to exceed \$28,465.

## **X. Public Comments**

**Dave Biser, Long Drive, Cumberland**, spoke about the vagrancy problem in the City. He stated that he took photos of the area, especially at the Blue Bridge and at George Washington's Headquarters, and said the area smells of urine, with beer cans and trash strewn about. He stated that he has been threatened by a vagrant. He also talked about downtown store fronts where people are defecating. He suggested putting Barberry bushes around because they're thorny, as a deterrent, or another environmental redesign. He added that one of the guys at GW Headquarters only comes there for the free food from a church, and noted that the man had a \$500 bike, along with multiple Trek bikes, works, and is not homeless.

Mr. Biser also discussed the problems with Breezeline, and questioned why the City can't get Comcast or Xfinity. Mayor Morriss stated that if Mr. Biser can convince either of those companies to come to Cumberland, feel free, and added that any provider that wants to come to the City is welcome.

The Mayor stated that he was in agreement with Mr. Biser about the vagrancy, and said the City is examining the problem and is trying to come up with the best solutions. The Mayor also stated that they want to build the City up, and said he overheard a conversation of someone moving to WV from MD because he's tired of not seeing the results of the City growing.

**Heath Barnes, Mayor of Woodsboro, Maryland**, wanted to introduce himself to M&CC, and advise that he is running for Congress in District 6. He stated that he sees the struggles going on, and the economy affecting the small communities even more than the larger areas. He added that he grew up on dairy farms, is not a politician, nor born into privilege, and said anyone can do anything they want to in America.

All public comments are limited to 5 minutes per person.

**XI. Adjournment**

With no further business at hand, the meeting adjourned at 6:52 p.m.

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

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

ATTEST: Allison K. Layton, 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, October 10, 2023; 4:00 p.m.

The Mayor and City Council convened in public session followed immediately by a motion to close the meeting pursuant to Section 3-305 (b)(4) of the General Provisions Article of the Annotated Code of Maryland to discuss a proposal for a business to locate, expand, or remain in the City, with regard to the Messick Road property.

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

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

**ALSO PRESENT:** Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Michael S. Cohen, City Solicitor; Ken Tressler, Director of Administrative Services; Matt Miller, Executive Director-CEDC; Stu Czapski, Economic Development Specialist





# Mayor and City Council of Cumberland

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

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

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## Mayor and City Council of Cumberland

### WORK SESSION

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

Tuesday, October 10, 4:57 p.m.

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

**ALSO PRESENT:** Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Michael Cohen, City Solicitor; Ken Tressler, Director of Administrative Services; Matt Miller, Executive Director – CEDC; Stu Czapski, Economic Development Specialist

Media: Teresa McMinn, Cumberland Times-News

Kathy Cornwell, WCBC Radio

#### I. DOWNTOWN SURVEILLANCE PROJECT

Mr. Miller advised on the downtown surveillance project, saying Phase 1 is near completion with 9 cameras completed and the other 2 being installed this week. He said activation will be available by December.

Mr. Miller explained that Phase II will continue at the completion of Phase I, and said they have accumulated a list of 6 additional cameras. He provided specs and a map of the downtown, saying that those in red are already installed, those in blue are yet to be installed. He added that he believes he has enough funds to purchase all 6, but said they need to further vet for line of sight, electricity availability, and whether the building owner is willing. He said for all proposed sites, he has verbal agreements.

Mayor Morriss was pleased with the site locations, coverage in alleys, and on Mechanic Street – good locations. Mr. Miller stated that they worked directly with the Police Department to determine the most appropriate sites regarding effectiveness, and said it worked out perfectly.

Mr. Miller explained the technology and cost behind the surveillance system, and said if M&CC wants one on City Hall next year, the system is easy to expand.

## **II. DOWNTOWN COMPREHENSIVE PROGRAM**

Mr. Czapski advised on the Comprehensive Downtown Program updates, explaining that Phase I is facades, with 8 out of 25 completed and 2 having received the first draw. He said Phase II is residential, with 1 being complete and 1 having received the first draw. He added that they have given over \$174K of the \$350K allocated.

Mr. Czapski stated that for the Phase III Attraction Grant, 9 are working through the process, but said if all are in the primary district, there's only room for 10, so he can't say all 9 will qualify. He said the "new-hire" piece of the puzzle is the hardest to fulfill, and said at full completion it will still yield 30 new downtown jobs.

Mr. Miller stated that hours of operation was a point of contention. He said the CEDC wants businesses open 40 hours per week, and open when guests want to visit. He said he thinks the minimal investment is creating a significant yield.

Council discussed the grant program. Mr. Miller stated that this was the pilot program, the CEDC didn't have any mandates, and said they had to create their own, and figure out things for themselves. He added that some projects are easy to do, and said that the Baltimore Street construction crew has been working very well with them.

## **III. GENERAL CEDC UPDATES**

Mr. Miller advised that October 18<sup>th</sup> is Tech at the Gap, and said he is hosting a train ride on the WMSR. He said he will be riding back on the train and hosting a walking tour on the current state of the downtown to generate interest in the area.

Mr. Miller advised that Downtown Business Cards have been created, featuring discounts from 39 businesses. He stated that the CEDC is co-sponsoring the cards, and 100% of proceeds goes back into promotion of businesses in some way, shape, or form.

Mr. Miller mentioned that the CEDC has been working with Johnstown to share information, as Johnstown has a major street project coming up.

Mr. Miller advised that recently the CEDC co-hosted an I-68 regional economic development partnership luncheon meeting at City Lights with representatives from surrounding counties, toured the downtown construction site, and buildings currently under renovation. He added that they discussed finding grants and bringing the project to fruition.

## **IV. ADJOURNMENT**

With no further business at hand, the meeting adjourned at 5:30 p.m.

Respectfully Submitted,

Allison K. Layton  
City Clerk

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

**File Attachments for Item:**

1. Ordinance 3966 (*2nd and 3rd Readings*) - authorizing the transfer of 102-104-106 Altamont Terrace to Abiye Williams for the purchase price of \$4,800

**ORDINANCE NO. 3966**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF ABIYE WILLIAMS FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 102-104-106 ALTAMONT TERRACE, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, 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 102-104-106 Altamont Terrace, Cumberland, MD 21502 (the "Property");

**WHEREAS**, the Property was declared surplus under the terms of Order No. 27,225, passed by the Mayor and City Council on May 2, 2023;

**WHEREAS**, the Property was included in the solicitation for bids known as the "2023 GovDeals Online Auction for 102-104-106 Altamont Terrace" and received a bid for the purchase of the Property from Abiye Williams (the "Purchaser") for the sum of Four Thousand Eight Hundred Dollars (\$4,800.00), and staff is recommending that the Mayor and City Council accept the bid; 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 shall accept the bid of the Purchaser for the purchase of the Property for the sum of Four Thousand Eight Hundred Dollars (\$4,800.00) subject to the following terms and conditions:

- A. The Property 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;

- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashiers check or money order. A total of three (3) personal checks/cashiers checks/money orders must be presented to the City Clerk.
  - i. \$60.00 deed recordation fee made payable to "Circuit Court for Allegany County".
  - ii. The purchase price, pro-rated City real estate taxes and \$100.00 deed recordation service fee made payable "City of Cumberland".
  - iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".
- E. Cash will not be accepted. Improperly remitted payments will be returned.
- F. 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 the Purchaser's bid unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

G. The deed will be released for recordation upon the Purchaser's compliance with the foregoing provisions.

**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 terms and conditions;

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

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

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

# EXHIBIT A



## QUITCLAIM DEED

**THIS QUITCLAIM DEED**, made this 17th day of October, 2023, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **Abiye S. Williams** (the “Grantee”).

### WITNESSETH:

That for and in consideration of the sum of Four Thousand Eight Hundred Dollars (\$4,800.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the City does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, her personal representatives, heirs and assigns, forever in fee simple:

**First Parcel:** ALL that lot or parcel of ground lying at the corner of Altamont Terrace and Union Street in the City of Cumberland, Maryland and described as follows, to-wit:

**BEGINNING** for the same at the intersection of the southern most side of Union Street with the Easterly side of Altamont Terrace in said City and running thence with the South side of Union Street 76-1/2 degrees East 100 feet to an alley; thence with the West side of said Alley, South 13-1/2 degrees East 35 feet; thence South 76-1/2 degrees West 100 feet to Altamont Terrace; thence by a straight line to the place of **BEGINNING**.

**Second Parcel:** ALL that lot or parcel of ground lying on the East side of Altamont Terrace, fronting 41 feet on said Terrace and being all of Lot 2, and a part of Lot 3 of D. P. Miller's Subdivision, and being more particularly described as follows, to-wit:

**BEGINNING** for the same on the East side of Altamont Terrace at the end of a deed from David P. Miller and wife to William L. Rawlings, dated February 9, 1899 recorded in Liber T. L. No. 84, folio 556, one of the Land Records of Allegany County, Maryland; and running thence reversing the said third line of said Deed, North 75-1/2 degrees East 100 feet to the end of the second line of said deed to an alley; thence with the West side of said alley and parallel to said deed and to an alley; thence with the West side of said alley and parallel to said deed and to an alley; thence with the West side of said alley and parallel to Altamont Terrace North 13-1/2 degrees West 41 feet to the end of the third line of a deed from David P. Miller to Dr. J. Jones Wilson, dated October 28, 1898 and recorded in Liber T. L. No. 84, folio 346 of said Land Records; thence with said third line of said last named deed (reversed) South 75-1/2 degrees West 100 feet to Altamont Terrace;

thence with Altamont Terrace, South 13-1/2 degrees East to the place of **BEGINNING**.

**Third Parcel:** **ALL** that lot or parcel of land situate on the South side of Union Street in the City of Cumberland, Allegany County, Maryland, and being more particularly described as follows, to-wit:

**BEGINNING** for the same at a 1/2 point on the South side of Union Street, located North 75-1/2 degrees East 100 feet from the intersection of the Easterly side of Altamont Terrace with the Southerly side of Union Street; said point of beginning also at the end of the first line of a parcel of land conveyed by J. Jones Wilson to John H. B. Mahaney, by deed dated January 2, 1903 and recorded in Liber No. 92, folio 226, one of the Land Records of Allegany County, Maryland; and running thence with said side of Union Street, North 75-1/2 degrees East 14 feet to the end of the first line of the whole parcel of which this is a part as conveyed by Edward H. Welsh, et ux, to David P. Miller by deed dated January 11, 1897 and recorded in Liber 82, folio 169, one of the Land Records of Allegany County, Maryland; thence leaving Union Street, South 13 degrees East 76 feet; thence parallel with Union Street, South 75-1/2 degrees West 13 feet, more or less to the Southeasterly corner of the parcel conveyed by David P. Miller to John H. B. Mahaney by deed dated June 14, 1899, of recorded in Liber 86 folio 167, one of the Land Records; thence parallel with Altamont Terrace, North 15-1/2 degrees West 76 feet to the place of **BEGINNING**.

**IT BEING** the same property that was conveyed from Jason M. Bennett, Director of Finance, Allegany County, Maryland to Mayor and City Council of Cumberland by deed dated February 28, 2023 and recorded among the Land Records of Allegany County, Maryland in Book 2860, Page 162.

**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, her personal representatives, heirs and assigns, in fee simple forever.

In connection with the foregoing conveyance, the City and the Grantee covenant and agree as follows:

1. The Grantee shall secure the dwelling on the property by repairing or replacing its doors and locks, as needed, no later than one (1) month from the date of this deed.

2. Within two (2) months of the date of this deed, the Grantee shall perform the following repairs and maintenance to the reasonable satisfaction of the City: (a) clean up the exterior of the property to include mowing, weeding and trash removal; and (b) repair any exterior property maintenance issues not requiring a permit. Thereafter, the exterior of the property shall be maintained free of violations of the Cumberland City Code relative to the work described in this paragraph.

3. Within six (6) months of the date of this deed, the Grantee shall obtain all permits required for the rehabilitation of the dwelling.

4. Within twelve (12) months of the date of this deed, the Grantee shall perform the following repairs to and/or improvement of the dwelling: (a) repair or replace roof; (b) repair or replace windows and doors; (c) repair or replace exterior siding and trim; and (d) repair or replace porch, decking, railings, and stairs. Within that same time frame, the Grantee shall repair, replace, or remove any accessory structures. Thereafter, the exterior of the property shall be maintained free of violations of the Cumberland City Code relative to the work described in this paragraph.

5. The Grantee shall complete the rehabilitation of the interior of the said dwelling and obtain a permit for its occupancy no later than twenty-four (24) months from the date of this deed. If for any reason this provision cannot be satisfied the City of Cumberland needs to be informed in writing of the proposed change and solution for City review and approval.

6. The work described in paragraphs 1-5 shall be performed to the reasonable satisfaction of the City.

7. The City and its designees shall have the right to inspect the hereinbefore-described property from time to time in order to ensure that the work described in paragraphs 1 through 5 above is progressing and is being performed and completed in the manner described herein; provided, however, that the City shall endeavor to give the Grantee no less than seventy-two (72) hours advance notice of any such inspections. The Grantee shall fully cooperate with the City and its designees regarding the scheduling and conduct of the inspections.

8. Should the Grantee fail to comply with the terms and provisions of paragraphs 1-5 hereinbefore, the title to the real property and improvements conveyed by the terms of this deed shall immediately and without the necessity of any further action on the part of the City,

revert and revest in the City, and the Grantee shall lose and forfeit all of his/her/its/their rights, title and interest in and to the said property and to the improvements, fixtures, rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining, and the City shall have the right of re-entry to the said property. Further, the Grantee shall execute a deed effecting the conveyance of the hereinbefore-described property, improvements, fixtures, etc. to the City in the event the requirements set forth in paragraphs 1-5 above are not satisfied in a timely manner.

9. In furtherance of the terms and provisions set forth in the preceding section, the Grantee hereby grants the City Administrator (or acting or interim City Administrator) of the City the power and authority in her stead to execute and deliver a deed or deeds to the hereinbefore-described property to the City in the event the Grantee fails to comply with the terms and provisions set forth in paragraphs 1-5 hereinbefore and to perform any and all acts required to effect the conveyance of the hereinbefore-described property to the City.

10. The terms and provisions of paragraphs 8 and 9 are irrevocable; however, they shall expire four (4) years from the date of this deed. Those terms and provisions shall not be affected by the disability or incapacity of the Grantee.

11. If the requirements set forth in paragraphs 1- 5 above have been satisfied before the expiration date set forth in the preceding paragraph, upon the request of the Grantee, the City shall deliver a deed surrendering the rights of reverter described herein to the Grantee.

12. In the event the Grantee breaches the terms of the preceding numbered paragraphs, she shall be liable for the City's reasonable attorneys' fees and the costs it incurs as arising out of, as a result of, or as an incident to the breach.

13. If any clause or provision of the covenants and agreements set forth in the numbered and lettered paragraphs hereinbefore is illegal, invalid, or unenforceable under present or future laws in effect during the applicable time frames for the performance of the obligations set forth herein, then and in that event, it is the intention of the parties hereto that the remainder of the said covenants and agreements shall not be affected thereby; and it is also the intention of the City and Grantee that, in lieu of each clause or provision that is illegal, invalid, or unenforceable, there be

added a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

**WITNESS/ATTEST:**

**MAYOR AND CITY COUNCIL  
OF CUMBERLAND**

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

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

\_\_\_\_\_

\_\_\_\_\_ (SEAL)  
**Abiye S. Williams**

\_\_\_\_\_  
Grantee Witness #1

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Grantee Witness #2

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Address

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

**I HEREBY CERTIFY**, that on this \_\_\_\_ day of \_\_\_\_\_, 2023, 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 \$4,800.00 and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

**WITNESS** my hand and Notarial Seal.

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

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

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

**I HEREBY CERTIFY**, that on this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Abiye S. Williams**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

**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 3967 (*1st Reading*) - providing for the closure of an unnamed alley in the City of Cumberland running from Garden View Drive, bounded on both sides by property owned by Jimmie C. O'Neal



**ORDINANCE NO. 3967**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO PROVIDE FOR THE CLOSURE OF AN UNNAMED ALLEY RUNNING FROM GARDEN VIEW DRIVE NORTH APPROXIMATELY 120.03 FEET ON THE WEST SIDE AND 134.62 FEET ON THE EAST SIDE BOUNDED ON BOTH SIDES BY PROPERTY OWNED BY JIMMIE C. O'NEAL (ACQUIRED BY DEED FROM NESOR I, INC. DATED MARCH 21, 2007 AND RECORDED IN THE ALLEGANY COUNTY LAND RECORDS IN BOOK 1375, PAGE 281 AND BY DEED FROM JOHN W. YODER AND MICHELLE L. YODER DATED FEBRUARY 26, 2020 AND RECORDED AMONG THE AFORESAID LAND RECORDS IN BOOK 2537, PAGE 61, THE SAID UNNAMED ALLEY BEING CLOSED BEING LOCATED IN THE CITY OF CUMBERLAND, MARYLAND."

**WHEREAS**, the Mayor and City Council of Cumberland received a petition from Jimmie C. O'Neal, requesting the closure of an unnamed alley (the "Alley") generally described in the titling of this Ordinance.

**WHEREAS**, the recitations set forth in the titling of this Ordinance describe the location of the Alley being closed and, in that regard, they are incorporated by reference herein. Further, the plat attached hereto as **Exhibit A** and the metes and bounds description attached hereto as **Exhibit B** more particularly show the location of the Alley and its dimensions.

**WHEREAS**, the City Clerk served a personal notice in writing upon each of the property owners to be affected by the passage of the proposed Ordinance more than ten (10) days before the passage of this Ordinance. Since Jimmie C. O'Neal is the only individual who owns property abutting the Alley, he is the only individual who was provided with this notice.

**WHEREAS**, in the opinion of the Mayor and City Council of Cumberland, the public welfare and convenience require that the Alley be closed.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND AS FOLLOWS:**

**SECTION 1:** The Alley shown on the plat attached as **Exhibit A** and more particularly described in the metes and bounds description attached hereto as **Exhibit B** is closed. The Alley shall be conveyed from the City to Jimmie C. O'Neal as provided for hereinafter. This conveyance is subject to the easements, reservations and restrictions set forth in the **Exhibit C** attached hereto, which easements, reservations and restrictions shall be incorporated into the deed effecting the conveyance described in this Section.

**SECTION 2:** The Mayor and City Council of Cumberland shall ascertain whether any and what amount in value of damage shall be caused by the aforesaid closure for which

the owners or possessors of any property located along the Alley, or portions thereof, should be compensated, and shall assess and levy generally on the property of the persons benefitted by the closure of the street the whole or any part of the expense which shall be incurred in closing the same.

**SECTION 4:** The City Administrator or his designee shall submit a report to the City Clerk setting forth his findings regarding what amount of damages, if any, shall have been caused by the aforesaid closure of the portion of the road/alley described herein, and the names of the owners or possessors of such property along which said streets now pass, and the amount of damages for which they shall be compensated or benefits for which they shall be assessed, and whether said damages arising from the closure shall be assessed generally on the whole assessable property within the City of Cumberland or specially on the property of the person benefitted by the closure; and, in the event of any of said damages being assessed and levied in whole or in part on any property of the persons benefitted, the names of the owners of the property specially benefitted, with a description of said property by reference to the Land Records of Allegany County, and the amount so levied and assessed. The Mayor and City Council shall consider the matter of the City Administrator's report and shall make determinations regarding the subject matter of the report at a meeting held no sooner than fifteen (15) days after the date of the passage of this Ordinance.

**SECTION 5:** Any person feeling aggrieved or injured by the decision of said Mayor and City Council of Cumberland regarding the subject matter of the City Administrator's report shall have the right of an appeal to the Circuit Court at a trial by jury, as provided in Section 128 of the Charter of the City of Cumberland (1991 Edition), upon filing a written notice of appeal with the City Clerk within thirty (30) days after the Mayor and City Council of Cumberland shall have made their return.

**SECTION 6:** The benefits assessed by said Mayor and City Council of Cumberland shall be liens upon the property of the persons benefitted to the extent of such assessment, and shall be payable within sixty (60) days after the date of the meeting at which the Mayor and City Council of Cumberland makes its determinations regarding the subject matter set forth in the City Administrator's report, and the collection of the same shall be enforced by *scire facias* in the same manner as paving liens are collected by the Mayor and City Council; and a written record of the said Mayor and City Council's determinations shall be filed for record and reported in the Mechanics' Lien Record in the Clerk's Office in the Circuit Court for Allegany County, and the assessment therein shall be liens upon the properties respectively assessed from the time of such recording, such recording to be effected no sooner than the expiration of the aforesaid sixty (60) day period.

**SECTION 7:** Upon the collection of all benefits assessed and the payment of the damages ascertained, or the waiver of this provision by the parties interested, if applicable, the Alley shall be closed and the Mayor shall be empowered to execute the deed effecting the conveyance of the Alley to Jimmy C. O'Neal.

**SECTION 8:** This Ordinance shall take effect from the date of its passage.

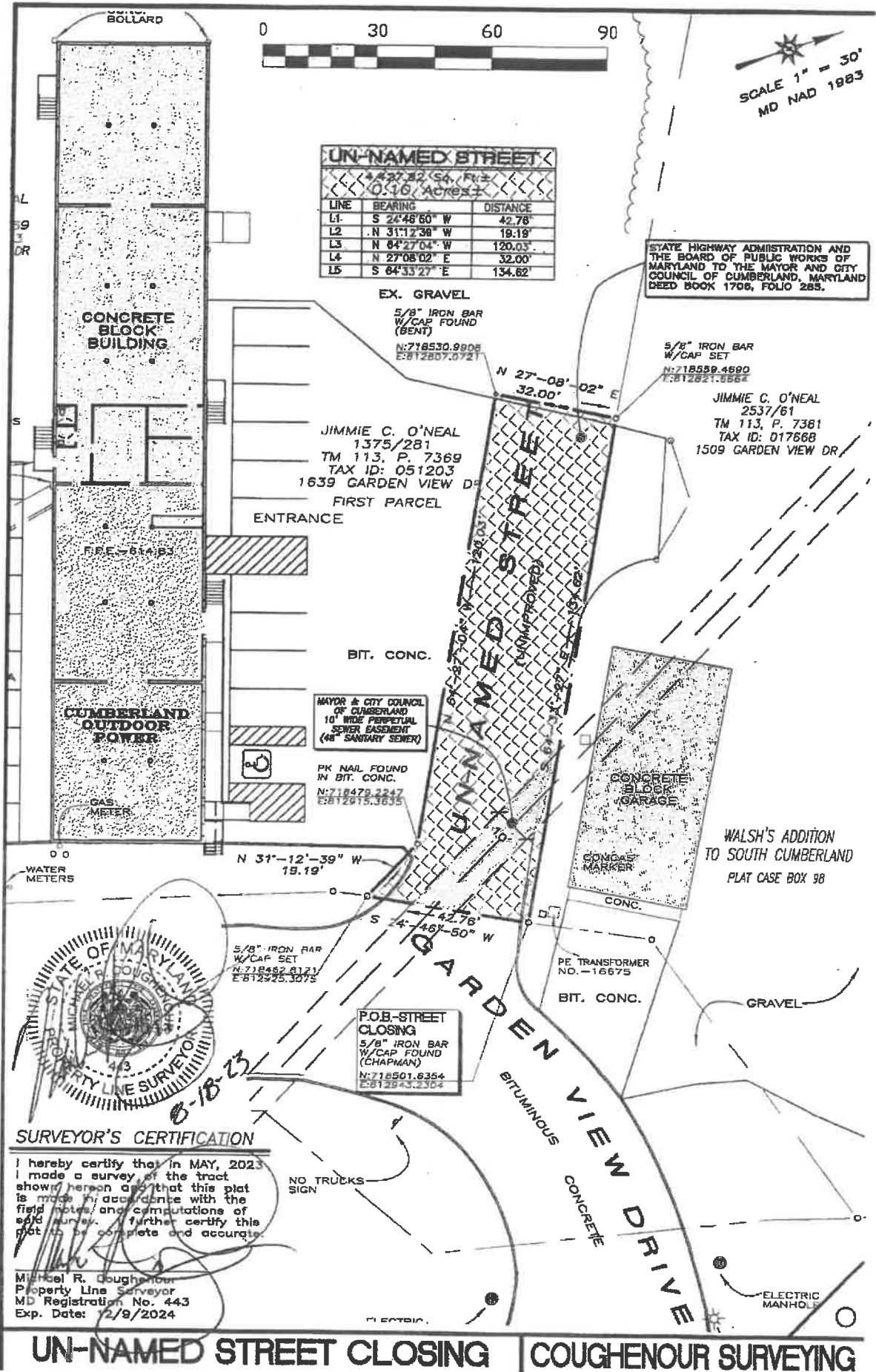
Passed the \_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

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

# EXHIBIT A



## EXHIBIT B

**ALL** that piece or parcel of land being all of an Un-named Street located at the intersection of Nature's Way and Garden View Drive found in Cumberland, Allegany County, Maryland

**BEGINNING** for the same at a 5/8 inch iron bar with cap found (Chapman) at the intersection of the Northerly limits of Natures Way and the Easterly limits of an Un-named Street; thence binding with the said Easterly limits of said Un-named Street

- 1) South 24 degrees 46 minutes 50 seconds West 42.76 feet to a 5/8 inch iron bar with cap set at the intersection of the Westerly limits of said Garden View Drive and the Southerly limits of said Un-named Street; thence binding with the said Southerly limits of said Un-named Street the next two bearings and distances
- 2) North 31 degrees 12 minutes 39 seconds West 19.19 feet to a pk nail found in bituminous concrete; thence
- 3) North 64 degrees 27 minutes 04 seconds West 120.03 feet to a 5/8 inch iron bar with cap found (bent) at the Southwesterly corner of said Un-named Street; thence binding with the Westerly limits of said Un-named Street
- 4) North 27 degrees 08 minutes 02 seconds East 32.00 feet to a 5/8 inch iron bar with cap set at the Northwesterly corner of said Un-named Street; thence binding with the Northerly limits of said Un-named Street
- 5) South 64 degrees 33 minutes 27 seconds East 134.62 feet to the point of beginning

Containing 4,427.82 square feet± or 0.10 acres± as surveyed by Coughenour Surveying November, 2022.

## EXHIBIT C

**SUBJECT, HOWEVER,** to an easement in favor of the City and public and private utilities, including, but not limited to, gas, electric and telephone service providers, for the full length and width of the right-of-way being closed, for any existing utility lines, for stormwater and surface drainage, and for the installation, inspection, operation, maintenance, repair, replacement and/or relocation of any utility lines and stormwater management and sediment and erosion control devices and improvements.

**FURTHERMORE,** it is a condition of the conveyance effected by this deed that the Grantee(s), his/her/their/its successors, and assigns, or other(s) to whom this and the other portions of this right-of-way being closed shall be conveyed, shall be allowed to use the surface of the land hereby conveyed; however, he/she/they/it shall not be permitted to place or erect structures or enclosures thereon without the written consent of the City, which consent may be granted or denied for any reason or no reason at all. The Grantee's/Grantees' use of the land conveyed by this deed shall not interfere with the ingress, egress or other actions of the City and public and private utilities, as are necessary or expedient regarding the installation, inspection, operation, maintenance, repair, replacement and/or relocation of the aforesaid utilities and appurtenances and improvements related thereto. Furthermore, no such structures or enclosures shall be located or constructed upon the land conveyed by this deed until plans therefor have been submitted to and approved by the City's Engineering Division. No work in the construction of such structures or enclosures or in the use of the surface shall injure or disturb the aforesaid utilities and appurtenances and improvements related thereto or in any way interfere with or adversely impact their operation or maintenance.

**FURTHERMORE,** the Grantee(s) shall not be permitted to grade the land conveyed under the terms of this deed and shall not be permitted to alter its surface, aside from filling potholes, except upon the written consent of the City, said consent not to be unreasonably withheld.

**FURTHERMORE,** if the Grantee(s) alter(s) the surface of the land hereby conveyed or its subsurface and the alterations result in the need to relocate public or private utilities' lines and/or other appurtenances and improvements related thereto, the Grantee(s) shall be liable for all costs thereof.

**FURTHERMORE,** the City, and public and private utilities, shall also have the right to enter upon the property hereby conveyed from time to time to remove, where necessary, such trees and other growths as may be required for the installation, inspection, operation, maintenance, repair, replacement and/or relocation of the aforesaid utility lines and stormwater management and sediment and erosion control devices and improvements related to the foregoing.

**IT IS UNDERSTOOD AND AGREED,** that the foregoing easements, covenants and restrictions shall be deemed to touch and concern the land, shall run with the land, shall inure to the benefit of the City and the other parties hereby benefited, and shall be binding upon the Grantee(s) and all future owners or possessors of all or any of the land hereby conveyed as well as their personal representatives, heirs, successors and assigns, and any and all persons and entities claiming through them.

**File Attachments for Item:**

. Ordinance 3968 (*1st Reading*) - providing for the closure of a right of way by the name of Orlando Street in the City of Cumberland which runs between Wiley Street and Garden View Drive and is bounded on both sides by property owned by Jimmie C. O'Neal

## ORDINANCE NO. 3968

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO PROVIDE FOR THE CLOSURE OF ORLANDO STREET, WHICH RUNS BETWEEN WILEY STREET AND GARDEN VIEW DRIVE AND IS BOUNDED ON BOTH SIDES BY PROPERTY OWNED BY JIMMIE C. O'NEAL (ACQUIRED BY DEED FROM NESOR I, INC. DATED MARCH 21, 2007 AND RECORDED IN THE ALLEGANY COUNTY LAND RECORDS IN BOOK 1375, PAGE 281), THE SAID ORLANDO STREET BEING LOCATED IN THE CITY OF CUMBERLAND, MARYLAND."

**WHEREAS**, the Mayor and City Council of Cumberland received a petition from Jimmie C. O'Neal, requesting the closure of Orlando Street.

**WHEREAS**, Orlando Street is shown on the plat attached hereto as **Exhibit A** and is more particularly described in the metes and bounds description attached hereto as **Exhibit B**.

**WHEREAS**, the City Clerk served a personal notice in writing upon each of the property owners to be affected by the passage of the proposed Ordinance more than ten (10) days before its passage. Since Jimmie C. O'Neal is the only individual who owns property abutting Orlando Street, he is the only individual who was provided with this notice.

**WHEREAS**, in the opinion of the Mayor and City Council of Cumberland, the public welfare and convenience require that Orlando Street be closed.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND AS FOLLOWS:**

**SECTION 1:** Orland Street, shown on the plat attached as **Exhibit A** and more particularly described in the metes and bounds description attached hereto as **Exhibit B**, is closed. Orlando Street shall be conveyed from the City to Jimmie C. O'Neal as provided for hereinafter. This conveyance is subject to the easements, reservations and restrictions set forth in the **Exhibit C** attached hereto, which easements, reservations and restrictions shall be incorporated into the deed effecting the conveyance described in this Section.

**SECTION 2:** The Mayor and City Council of Cumberland shall ascertain whether any and what amount in value of damage shall be caused by the aforesaid closure for which the owners or possessors of any property located along Orlando Street, or portions thereof, should be compensated, and shall assess and levy generally on the property of the persons benefitted by the closure of the street the whole or any part of the expense which shall be incurred in closing the same.

**SECTION 4:** The City Administrator or his designee shall submit a report to the City Clerk setting forth his findings regarding what amount of damages, if any, shall have



been caused by the aforesaid closure of the portion of the road/alley described herein, and the names of the owners or possessors of such property along which said streets now pass, and the amount of damages for which they shall be compensated or benefits for which they shall be assessed, and whether said damages arising from the closure shall be assessed generally on the whole assessable property within the City of Cumberland or specially on the property of the person benefitted by the closure; and, in the event of any of said damages being assessed and levied in whole or in part on any property of the persons benefitted, the names of the owners of the property specially benefitted, with a description of said property by reference to the Land Records of Allegany County, and the amount so levied and assessed. The Mayor and City Council shall consider the matter of the City Administrator's report and shall make determinations regarding the subject matter of the report at a meeting held no sooner than fifteen (15) days after the date of the passage of this Ordinance.

**SECTION 5:** Any person feeling aggrieved or injured by the decision of said Mayor and City Council of Cumberland regarding the subject matter of the City Administrator's report shall have the right of an appeal to the Circuit Court at a trial by jury, as provided in Section 128 of the Charter of the City of Cumberland (1991 Edition), upon filing a written notice of appeal with the City Clerk within thirty (30) days after the Mayor and City Council of Cumberland shall have made their return.

**SECTION 6:** The benefits assessed by said Mayor and City Council of Cumberland shall be liens upon the property of the persons benefitted to the extent of such assessment, and shall be payable within sixty (60) days after the date of the meeting at which the Mayor and City Council of Cumberland makes its determinations regarding the subject matter set forth in the City Administrator's report, and the collection of the same shall be enforced by *scire facias* in the same manner as paving liens are collected by the Mayor and City Council; and a written record of the said Mayor and City Council's determinations shall be filed for record and reported in the Mechanics' Lien Record in the Clerk's Office in the Circuit Court for Allegany County, and the assessment therein shall be liens upon the properties respectively assessed from the time of such recording, such recording to be effected no sooner than the expiration of the aforesaid sixty (60) day period.

**SECTION 7:** Upon the collection of all benefits assessed and the payment of the damages ascertained, or the waiver of this provision by the parties interested, if applicable, Orlando Street shall be closed and the Mayor shall be empowered to execute the deed effecting the conveyance of Orlando Street to Jimmy C. O'Neal.

**SECTION 8:** This Ordinance shall take effect from the date of its passage.

Passed the \_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

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



**EXHIBIT B**

**ALL** that piece or parcel of land being all of Orlando Street (40 feet) found between Garden View Drive and Wiley Street (20 feet) in Cumberland, Allegany County, Maryland

**BEGINNING** for the same at a 5/8 inch iron bar with cap set at the intersection of the Westerly limits of said Garden View Drive and the Northerly limits of said Orlando Street; thence binding with Garden View Drive

- 1) South 21 degrees 00 minutes 52 seconds West 40.17 feet to a 5/8 inch iron bar with cap set at the intersection of the Westerly limits of said Garden View Drive and the Southerly limits of said Orlando Street; thence binding with the said Southerly limits of Orlando Street
- 2) North 74 degrees 12 minutes 46 seconds West 229.72 feet to a 5/8 inch iron bar with cap set at the intersection of the said Southerly limits of Orlando Street and the Easterly limits of said Wiley Street; thence binding with the said Easterly limits of Wiley Street
- 3) North 12 degrees 37 minutes 58 seconds East 40.06 feet to a 5/8 inch iron bar with cap set at the intersection of the Northerly limits of said Orlando Street and the said Easterly limits of Wiley Street; thence binding with the said Northerly limits of Orlando Street
- 4) South 74 degrees 12 minutes 46 seconds East 235.58 feet to the point of beginning

Containing 9,306.01 square feet± or 0.21 acres± as surveyed by Coughenour Surveying November, 2022.

## EXHIBIT C

**SUBJECT, HOWEVER,** to an easement in favor of the City and public and private utilities, including, but not limited to, gas, electric and telephone service providers, for the full length and width of the right-of-way being closed, for any existing utility lines, for stormwater and surface drainage, and for the installation, inspection, operation, maintenance, repair, replacement and/or relocation of any utility lines and stormwater management and sediment and erosion control devices and improvements.

**FURTHERMORE,** the Grantee shall assume ownership of the sanitary sewer line that runs through the property hereby conveyed. He shall be responsible for its repair, maintenance, operation, relocation, replacement, removal, and all other responsibilities of ownership. The City shall have no responsibilities in regard to the foregoing. In all respects, the said sanitary sewer line shall be deemed to be a private sewer.

**FURTHERMORE,** it is a condition of the conveyance effected by this deed that the Grantee(s), his/her/their/its personal representatives, heirs, successors, and assigns, or other(s) to whom this and the other portions of this right-of-way being closed shall be conveyed, shall be allowed to use the surface of the land hereby conveyed; however, he/she/they/it shall not be permitted to place or erect structures or enclosures thereon without the written consent of the City, which consent may be granted or denied for any reason or no reason at all. The Grantee's/Grantees' use of the land conveyed by this deed shall not interfere with the ingress, egress or other actions of the City and public and private utilities, as are necessary or expedient regarding the installation, inspection, operation, maintenance, repair, replacement and/or relocation of the aforesaid utilities and appurtenances and improvements related thereto. Furthermore, no such structures or enclosures shall be located or constructed upon the land conveyed by this deed until plans therefor have been submitted to and approved by the City's Engineering Division. No work in the construction of such structures or enclosures or in the use of the surface shall injure or disturb the aforesaid utilities and appurtenances and improvements related thereto or in any way interfere with or adversely impact their operation or maintenance.

**FURTHERMORE,** the Grantee(s) shall not be permitted to grade the land conveyed under the terms of this deed and shall not be permitted to alter its surface, aside from filling potholes, except upon the written consent of the City, said consent not to be unreasonably withheld.

**FURTHERMORE,** if the Grantee(s) alter(s) the surface of the land hereby conveyed or its subsurface and the alterations result in the need to relocate public or private utilities' lines and/or other appurtenances and improvements related thereto, the Grantee(s) shall be liable for all costs thereof.

**FURTHERMORE,** the City, and public and private utilities, shall also have the right to enter upon the property hereby conveyed from time to time to remove, where necessary, such trees and other growths as may be required for the installation, inspection, operation, maintenance, repair, replacement and/or relocation of the aforesaid utility lines and stormwater management and sediment and erosion control devices and improvements related to the foregoing.

**IT IS UNDERSTOOD AND AGREED,** that the foregoing easements, covenants and restrictions shall be deemed to touch and concern the land, shall run with the land, shall inure to the benefit of the City and the other parties hereby benefited, and shall be binding

upon the Grantee(s) and all future owners or possessors of all or any of the land hereby conveyed as well as their personal representatives, heirs, successors and assigns, and any and all persons and entities claiming through them.

**File Attachments for Item:**

. Ordinance 3969 (*1st Reading*) - to enact Section 22-12 of the Cumberland City Code pertaining to the prohibition of habitation in vehicles parked on public property and to amend Section 13-48(a) of the said code for the purpose of authorizing the towing of vehicles parked on public property for more than 24 hours after having been cited

**ORDINANCE NO. 3969**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO ENACT SECTION 22-12 OF THE CUMBERLAND CITY CODE PERTAINING TO THE PROHIBITION OF HABITATION IN VEHICLES PARKED ON PUBLIC PROPERTY AND TO AMEND SECTION 13-48(a) OF THE SAID CODE FOR THE PURPOSE OF AUTHORIZING THE TOWING OF VEHICLES PARKED ON PUBLIC PROPERTY FOR MORE THAN TWENTY-FOUR (24) HOURS AFTER HAVING BEEN CITED FOR A VIOLATION OF SECTION 22-12."

WHEREAS, the City maintains parking lots, garages, and off-street parking for the purpose of providing parking for the public at large. It owns other properties which are open for the use of the public at large.

WHEREAS, such parking places and other City-owned public property are not intended to be used as places of residence.

WHEREAS, the use of public parking for habitation purposes reduces the number of spaces available for the use of the public at large. It also deters the public from parking at such places.

WHEREAS, the use of public parking and other public property for habitation purposes deters the public from using such locations for their intended purposes.

WHEREAS, other than recreational vehicles, vehicles are not designed to be used as places of habitation.

WHEREAS, the City has a camping ordinance (*see* Article IV of Chapter 15 of the City Code) that allows for camping in the City of Cumberland and prohibits camping in violation of its terms. The purpose of this Ordinance is to bar the use of vehicles for habitation purposes on all public property unless such habitation is permitted under the terms of the aforesaid camping ordinance.

WHEREAS, other than at permitted camping sites, there are no toilets or other sanitary facilities available and intended for the use of people living in their vehicles.

WHEREAS, the use of vehicles for habitation purposes can be a draw for vermin. Such use otherwise presents a public health hazard and is contrary to the public health, safety, and



welfare.

WHEREAS, the City has made a concerted effort to promote tourism and draw tourists to the area. Tourists generally use public parking, on-street and off-street, and their visits also involve sightseeing. Allowing habitation in vehicles at these locations detracts from the City's efforts to welcome them to the area.

NOW, THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that Section 22-12 of the City Code is hereby enacted. Its text is set forth in the Exhibit A attached hereto.

SECTION 2: AND BE IT FURTHER ORDAINED, that Section 13-48(a) of the City Code is amended to add a subsection (5) to its terms to read as follows:

.....

- (5) Cited for a violation of section 22-12(b) of the code which is not removed within twenty-four (24) hours after the issuance of the citation.

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

Passed this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

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

## EXHIBIT A

### **Sec. 22-12. - Habitation in vehicles parked on public property.**

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

“*Camper*” means a structure designed to be mounted to a motor vehicle and to provide facilities for human habitation or camping purposes.

“*House car*” means a motor vehicle originally designed or permanently or temporarily altered and equipped for human habitation, or to which a camper has been permanently or temporarily attached.

“*Human habitation*” means the use of a vehicle for a temporary or permanent residence.

“*Evidence of human habitation*” means evidence a vehicle is being used for human habitation, including activities such as sleeping, food preparation, storage of personal belongings and clothing, and/or any other activity where it reasonably appears, in light of all the circumstances, that a person or persons is using a vehicle as a temporary or permanent residence. The use of a vehicle for six (6) or more consecutive hours for eating, resting, recreating, and/or sleeping shall constitute human habitation for purposes of this section.

“*Recreational vehicle*” means a motor home, travel trailer, travel coach, truck camper, camping trailer, and any other vehicle that is designed for overnight recreational use or human habitation.

“*Vehicle*” means a motor vehicle, camper, house car, recreational vehicle, or similar item, without regard to whether it is operable or registered.

(b) *Prohibited acts.* Except as may be permitted under sections 15-72 and 15-73 of the code, it shall be unlawful for any person to use, occupy, or permit the use or occupancy of any vehicle for human habitation on any public property, including, but not limited to, streets, alleys, other public rights-of-way, and city-owned parking lots and garages.

(c) *Towing and impoundment.* Vehicles remaining on public property for more than twenty-four (24) hours after the issuance of a citation under this section may be towed and impounded as provided for in sections 13-48 and 13-49 of this code.

(d) *Penalties.*

- (1) Any person who violates this section is guilty of an infraction and, for a first offense, shall be subject to a fine of two hundred fifty dollars (\$250.00). Except as otherwise provided in subsection (2), the fine shall be five hundred dollars (\$500.00) for a second offense.
- (2) *Subsequent offense within 24 hours.* Except as provided in subsection (3) any person who violates this section and is cited for such violation, and who within (24) hours after receiving such citation again violates this section, is guilty of a misdemeanor and shall be punished by a fine not exceeding one thousand dollars (\$1,000.00), by imprisonment for a term not exceeding ninety (90) days, or by both such fine and imprisonment.
- (3) *Third offense.* Any person who violates this section after having been convicted for a violation of this section on at least two (2) prior occasions within the five (5) year period preceding the most recent conviction shall be guilty of a misdemeanor and shall be punished by a fine not exceeding one thousand dollars (\$1,000.00), by imprisonment for a term not exceeding ninety (90) days, or by both such fine and imprisonment.

**File Attachments for Item:**

. Order 27,337 - lifting Section 11-113 of the City Code on October 27, 2023 from 5:00 PM through 11:00 PM to allow for the use of open containers of alcohol within certain areas of the downtown during the "Friday After Five" event; notwithstanding that open glass containers shall not be permitted

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

ORDER NO. 27,337

DATE: October 17, 2023

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

THAT, the provisions of Section 11-113 of the City Code, entitled "Open Containers of Alcohol," be and are hereby lifted for the "Friday After Five" event to be held October 27th, 2023 from 5:00 PM until 11:00 PM within the confines of the following area:

- Mechanic at Bedford Street south to Harrison Street;
- Harrison Street east to Queen City Drive;
- Queen City Drive north to Baltimore Street;
- Baltimore Street west to George Street;
- George Street north to Butler Alley;
- Butler Alley to Frederick and Bedford Streets by way of Centre Street;

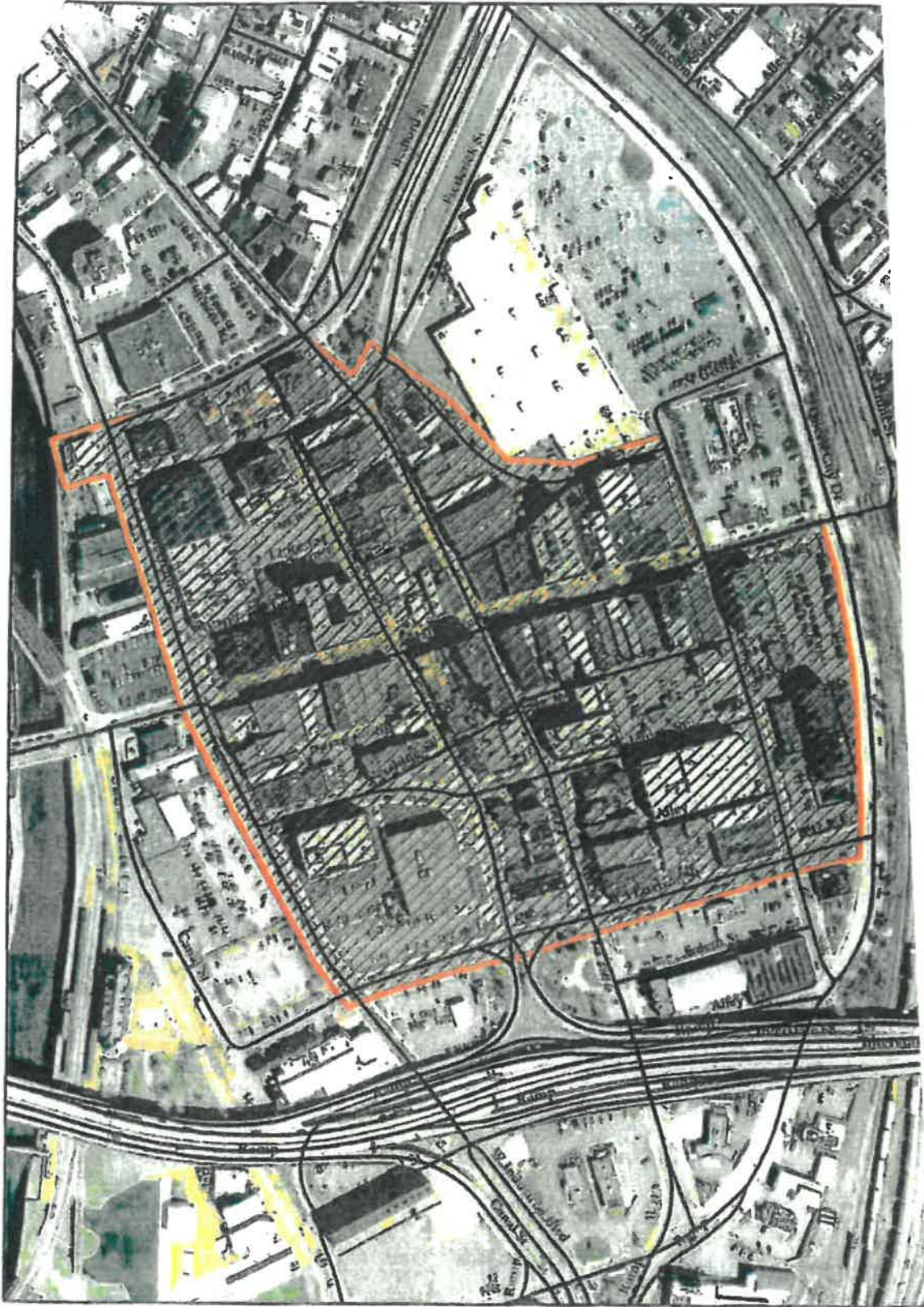
BE IT FURTHER ORDERED, that, notwithstanding the foregoing, open glass containers shall not be permitted in the area defined above and Section 11-113 (a) of the City Code shall remain in force and effect as to glass open containers of alcoholic beverages in that area.

---

**Raymond M. Morriss, Mayor**

**\*Map attached**

# Open Container Area



**File Attachments for Item:**

. Order 27,338 - authorizing reappointments to the Administrative Appeals Board, Historic Preservation Commission and Housing Authority of Cumberland

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

ORDER NO. 27,338

DATE: October 17, 2023

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

THAT, the following appointments and reappointments to boards and commissions be and are hereby approved:

<i>Board/Commission</i>	<i>Seat</i>	<i>Member</i>	<i>Term</i>
Administrative Appeals Board	1	Yvonne M. Perret	10/6/23 – 10/6/26
Administrative Appeals Board	4	Betsey Hurwitz-Schwab	9/30/23 – 9/30/26
Historic Preservation Commission	7	Lincoln Wilkins	10/6/23 – 10/6/26
Housing Authority	2	Sukh Gates	10/31/23 – 10/31/28

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



**File Attachments for Item:**

. Order 27,339 - authorizing the acceptance of the proposal from Percy Public Affairs, LLC to provide lobbying and government relations services in the amount not to exceed \$45,000 for the term November 1, 2023 through November 1, 2024

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

ORDER NO. 27,339

DATE: October 17, 2023

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

**THAT**, the proposal from Percy Public Affairs, LLC, 163 Waterfront Street, Suite 440, National Harbor, MD 20745, to provide lobbying and government relations services for the term of November 1, 2023 through November 1, 2024 be and is hereby accepted in the amount not-to-exceed Forty-Five Thousand Dollars and No Cents (\$45,000.00).

---

Raymond M. Morriss, Mayor



October 4, 2023

Via Email – [jeff.silka@cumberlandmd.gov](mailto:jeff.silka@cumberlandmd.gov)

Mr. Jeffry F. Silka, City Administrator  
The City of Cumberland  
57 N. Liberty Street, Cumberland, Maryland 21502

**RE: Contract Renewal of Government Relations Representation (2023-2024)**

Dear Mr. Silka:

Once again, Percy Public Affairs, LLC, is honored for the opportunity to be the government relations representative for the City of Cumberland, in Annapolis. During the 2023 legislative session, we witnessed new changes to the leadership and direction for the State of Maryland that will continue over the next four years. As these changes begin to shape budgetary and policy decisions for both state and local governments, PPA is prepared to serve as the “voice” for Cumberland, while continuing to advance the legislative interests and business developments on its behalf in Maryland.

The benefits that PPA clients enjoy are the firm’s strong relationships and experience within Maryland’s branches of government, on-duty, statewide availability and resources to fulfill all of our contractual obligations. We firmly believe the long-standing relationships that we have cultivated within the Executive Branch, the members and staff of the Maryland General Assembly, higher-education, and local elected officials and representatives establish an ongoing link between our Team and our clients.

We humbly submit this proposal for lobbying services to support your company’s priorities during the remainder of the calendar year and into 2024.

Should you or Mayor Morriss have any questions or concerns, I will be your primary point of contact moving forward. Please don’t hesitate to contact me at any time at [rich@percypublicaffairs.com](mailto:rich@percypublicaffairs.com) or my cell at 410-279-7684.

Thank you for your consideration and PPA is looking forward to partnering with the City of Cumberland.

Sincerely,

*Richard J. Reinhardt, II*

Richard J. Reinhardt, II, J.D.  
Partner

## Client Engagement

This Client Engagement Agreement (“Agreement”) formalizes the relationship between Percy Public Affairs LLC (PPA), having an address at **163 Waterfront Street, Suite 440, National Harbor, Maryland 20745** and the City of Cumberland, having an address at **57 N. Liberty Street, Cumberland, MD 21502 (“Client”)**.

PPA and Client may also be referred to herein as a “Party” or collectively as “Parties.” Client hereby engages PPA to provide lobbying and government relations services with the State of Maryland, its local governments, and school systems.

### **1. Terms and Definitions**

This Agreement is effective as of November 1, 2023 (the “Effective Date”) and continues through November 1, 2024 (the “Term”) or until either party terminates this relationship pursuant to Section 5 herein.

#### PPA Primary Point of Contact:

Name: Richard Reinhardt  
Email: [rich@percypublicaffairs.com](mailto:rich@percypublicaffairs.com)  
Phone: 410-279-7684 (work cell)  
Address: 163 Waterfront Street, Suite 440, National Harbor, Maryland 20745

#### Client Primary Point of Contact:

Name: Jeffrey F. Silka  
Position: City Administrator  
Email: [jeff.silka@cumberlandmd.gov](mailto:jeff.silka@cumberlandmd.gov)  
Phone: 301-759-6424 (o.) / 240-609-9303 (c.)  
Address: 57 N. Liberty Street, Cumberland, MD 21502

Client agrees to pay PPA monthly installments of **THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$3,750.00)** (the “Fee”) each with no interest, according to the terms set forth in Section 4 herein.

### **2. Client Goals**

Within one (1) month of the Effective Date, PPA and Client shall meet in person or via video or phone conference to discuss Client’s goals and engage in collaborative strategic planning. PPA and Client will discuss at this goal-setting meeting the goals and tactics that will be used to attain those goals together.

PPA understands that some matters discussed during the annual goal-setting meeting or otherwise disclosed by Client may include Client trade secrets and other proprietary information which Client prefers to keep confidential. It is Client’s sole responsibility to inform PPA if specific information discussed is to remain strictly confidential between Client and PPA. That information will be marked “Trade Secret” in PPA internal files to ensure all PPA employees keep these matters strictly confidential.

PPA will create a written annual strategic plan following the goal-setting meeting (the “Strategic Plan”). Client is encouraged to review the Strategic Plan carefully and provide feedback as soon as possible and from time to time if Client desires to make any changes therein. PPA will use the Strategic Plan to guide its advocacy on behalf of Client.

### **3. General Scope of Work**

#### *Ethics*

Upon Client’s signature of this Agreement, PPA will timely enroll its employed lobbyists, as required by law, as registered lobbyists for Client with the Maryland State Ethics Commission and other local governments’ ethics registration authorities, as necessary and appropriate. Registration is effective for the lobbying year, which for the State of Maryland, begins on November 1 of each year and terminates on October 31 of the following year (the “State Lobbying Year”).

If the Client - PPA relationship begins mid-State Lobbying Year, the registration will be effective for the remainder of the State Lobbying Year. If said relationship begins in the middle of any applicable local government registration term, the registration will remain effective for the remainder of that term. PPA will re-register members of its team for each State Lobbying Year and applicable local government lobbying term during the term of this Agreement on behalf of Client.

If Client or PPA discontinues this relationship, the registration(s) will remain active with the Maryland State Ethics Commission until the end of the State Lobbying Year or other applicable term unless Client expressly requests in writing their active termination.

The Maryland State Ethics Commission charges a fee of \$103 per lobbyist registration per client per year. Client will see this charge reflected on its billing invoice upon execution of this Agreement and in October of each year. Client retains all responsibility and liability for any and all applicable registrations required for all other employees and agents not employed by PPA. PPA prides itself on exceptional ethical standards and strictly complies with state and local regulations.

The Maryland State Ethics Commission requires Activity Reports for each registered lobbyist twice per lobbying year- due May 31 and November 30. PPA will be responsible for timely filing each of these Activity Reports for any and all of its employees registered for Client.

The Maryland State Ethics Commission requires Special Event Reports to be filed following any legislative meal or reception event. PPA will be responsible for timely filing any Special Activity report warranted by PPA’s advocacy efforts on behalf of Client.

#### *Communication*

Clear, open, frequent and candid communication is the key to any healthy relationship, including the one between Client and PPA. PPA will schedule regular status updates with Client, generally for up to one (1) hour every two (2) weeks by phone or video conference. During certain periods of significant activity which may include the annual Maryland General Assembly session from January to April (“Legislative Session”), these updates may be more frequent, and outside of the Legislative Session it may be appropriate to have less frequent meetings. At a minimum, primary points of contact for PPA shall attend these, with other representatives of PPA participating as necessary.

Email and phone communication is encouraged between Client and PPA between status updates and

as often as appropriate. PPA will make every effort to respond to any Client communication within twenty-four (24) hours.

If Client is unhappy with the performance or lack thereof by PPA or any of its employees, contractors or agents, Client should contact PPA's Founding Partner, Davion Percy, at [DPercy@percypublicaffairs.com](mailto:DPercy@percypublicaffairs.com) or by calling his cell at 301-257-7241.

If Client or Client's employees or agents interact with government officials independently of PPA, then PPA respectfully requests that Client communicate with PPA about those interactions, even if they are in a personal capacity outside of their official work or unrelated to the goals Client is working on with PPA, to maximize PPA's ability to represent Client.

### *Offense and Defense*

In addition to affirmative advocacy on legislative and procurement efforts, PPA shall review all state legislation and notify Client of any introduced legislation which may directly impact its work. Client is responsible for determining whether action should be taken on any proposed legislation and communicating such to PPA. Client may desire to determine in advance of the beginning of the state legislative session a process for determining in an expeditious manner whether Client will take a position on any relevant bills and what that position will be (options: Support, Support as Amended, Neutral/Monitor, Oppose.)

### *Scope of Engagement*

The following is a short list of specific legislative and executive branch advocacy that will continue for Client during our next year of representation:

- **Advocating before the Maryland General Assembly concerning the interests of the Client;**
- **Educating the new Administration and his staff, the Executive Branch, and members of the Maryland General Assembly of Client's legislative agenda and priorities and advancing them during the 90-day session;**
- **Cultivating new relations between the Client and members of the Maryland General Assembly and strengthening existing relations to create long-term and sustainable support and legislative "champions" to advance the Client's priorities and strategic plan for future years; and**
- **Other matters agreed to by the Client and PPA (collectively, the "Scope of Engagement") including other matters that may arise through the course of business in the general assembly.**

### *Services:*

During the Term, PPA will provide the following services ("Services") to the Client related to the Scope of Engagement:

- **Devise, implement, and coordinate a strategy for the enactment of the legislation (the "Bill" or "Bills") of interest to the Client;**
- **Meet with key stakeholders, including House and Senate leadership, respective committee members, executive branch officials, and other legislators of importance to advance the Client's legislative agenda;**

- **Attend relevant meetings and/or hearings either with representatives of the Client or on behalf of the Client;**
- **Develop client relationships with key interested parties in Annapolis and throughout the State;**
- **Conduct ongoing review and tracking of all legislation during the 2024 Legislative Session, and provide real-time updates on developments pertinent to the Scope of Engagement as well as conduct regularly scheduled check-ins;**
- **Assist the Client with developing a communication plan, collateral (one pager), and other documents. These materials will educate members (current and new) of the General Assembly about the Client's 2024 legislative agenda;**
- **Schedule specific meetings with the Legislative District representatives and the Western Maryland Delegations regarding the Client's priorities and seek their support;**
- **Provide the Client with the three major updates throughout the 90-day session (scheduled in late January, late February, and Mid-April) discuss the work plan, deliverables and accomplished milestones;**
- **Provide strategic and political advice when requested and within the law related to campaign activities, elections, fundraising requests, and related matters;**
- **Work to support/defeat legislation of interest;**
- **Assist the Client in preparing testimony, amendments, and assists in the drafting of legislation of interest to the Client;**
- **Administrative support for hearings including the distribution of testimony, signing up witnesses and other necessary paperwork; and**
- **Ethics compliance filings as required.**

#### *Political Contributions*

Political contributions are a part of lobbying. PPA lobbyists contribute personally to legislators with whom they have personal and professional relationships. Maryland law prohibits lobbyists from soliciting political contributions from clients or advising clients about political contributions unless the client requests such information. If Client desires advice about whether making political contributions would be beneficial to building relationships with key legislators, it should send that request to [rich@percypublicaffairs.com](mailto:rich@percypublicaffairs.com) and PPA will advise in writing.

#### **4. Fee and Payment**

Client understands that the nature of government affairs work is cyclical, with workload varying from week to week and month to month. PPA's Fee is not based on an hourly rate or tied to any one member of the team or another, as client success is not based on a set number of hours worked. PPA will always employ its best efforts to achieve Client's goals.

PPA shall invoice Client monthly for PPA services. Invoices are sent on the first day of the invoice month. Payment is due upon receipt of invoice.

Maryland law forbids contingency fees in lobbying and government affairs work. PPA is unable to contract for or accept any payment based upon any outcome.

**5. Termination**

Either party may terminate this relationship at any time and for any reason with thirty (30) days' prior written notice to the other party. Notice should be made in writing and sent to [rich@percypublicaffairs.com](mailto:rich@percypublicaffairs.com) with the subject line: "Termination of Relationship."

PPA internal files will not be transferred to Client. They will be retained for a period of years pursuant to state law and statute of limitations rules and thereafter destroyed by shredding or certified secure document destruction.

**6. Law & Venue**

Client and PPA agree that any dispute between them shall be resolved according to Maryland law through the Maryland court system.

**7. Severability**

If any section of this Agreement is found to be void or unenforceable, the remainder of the Agreement shall stand unimpeded.

**8. Entirety**

This Agreement represents the full agreement between PPA and Client. There are no oral agreements, other writings, or implied understandings between PPA, Client, or employees or agents of either PPA or Client relating to PPA's representation of Client for lobbying or government relations purposes.

**9. Counterparts**

Client and PPA may execute this Agreement in counterparts, sending the signed copy to the other party by email or U.S. Mail. This Agreement is effective as of the date set forth herein.

# # #

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date and year first above written.

**Percy Public Affairs, LLC**

By: *Richard J. Reinhardt, II* Date: 10/4/2023

Richard J. Reinhardt, II, *Partner*

**THE CITY OF CUMBERLAND**

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

Jeffrey F. Silka, *City Administrator*



**File Attachments for Item:**

. Order 27,340 - rescinding Order 27,334 dated October 3, 2023 and accepting the proposal from Long View Systems Corporation USA for equipment, installation and support of a Tenable system to better secure and monitor the City's water supply and Wastewater management IT systems, as well as general IT Networks, in the amount not to exceed \$53,471.16

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

ORDER NO. 27,340

DATE: October 17, 2023

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

**THAT**, Order No. 27,334 approved on October 3, 2023, be and is hereby rescinded due to a cost increase resulting from a change in the installation process; and

**BE IT FURTHER ORDERED THAT**, the proposal from Long View Systems Corporation USA, 555 17th Street, Suite 600, Denver CO 80202, for equipment, installation and support of a Tenable system to better secure and monitor the City's water supply and Wastewater management IT systems, as well as general IT Networks be and is hereby accepted in the amount not-to-exceed Fifty Three Thousand Four Hundred Seventy One Dollars and Sixteen Cents (\$53,471.16).

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**Mayor Raymond M. Morriss**

Budget: 001.034.48201, 001.034.30150, 001.034.20100

# Council Agenda Summary

Meeting Date: October 17, 2023

Key Staff Contact: Chip Watkins

***Item Title: City OT(Operational Technology) Security***

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

*This is a request to purchase equipment for a total amount of \$53,471.16 from LongView Systems. This system will allow us to better secure and monitor the city's Water Supply and Wastewater management IT systems, as well as general IT Networks. This was included in the overall IT requests for 2024 fiscal year funding. 3 bids were received and LongView Systems was the best price award. This includes installation and support on the items as well as Year 1 Maintenance and support fees.*

***Amount of Award: \$53,471.16***

***Budget number: multiple Budget line items – 001.034.48201,001.034.30150,001.034.20100***

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



# QUOTE

Long View Systems Corporation USA

555 - 17th Street, Suite 600  
Denver, CO 80202

Phone: 303.729.2200 | Fax: 303.292.2218 | Toll Free: 1.866.515.6900

Account Manager : Steve Griffin

Email : Steve.Griffin@lvs1.com

Phone : (214) 709-1928

Inside Rep : Jonathan Toh

Email : jonathan.toh@lvs1.com

Quote: 43237

Quote Date: Sep 29, 2023

Quote Expiry: Oct 29, 2023

Page: 1/2

**Bill To:**

Cumberland, City of (Maryland)  
57 N Liberty Street  
Cumberland , MD  
Attn: Chip Watkins  
Email: chip.watkins@cumberlandmd.gov  
Phone:

**Ship To:**

Cumberland, City of (Maryland)  
57 N Liberty Street  
Cumberland , MD  
Attn: Chip Watkins  
Email: chip.watkins@cumberlandmd.gov  
Phone:

Part Number	Description	Qty	Unit Price	Extended Price
<b>TENABLE QUOTE</b>				
<b>Term: 12 Months</b>				
TOT	Tenable.ot Assets: 100	1	\$5,489.14	\$5,489.14
TOT-TSC	Tenable.sc Companion License for Tenable.ot IP Bands: 100	1	\$0.00	\$0.00
TOT-TSC-STNDC	Standard Tenable.sc Console for Tenable.ot	1	\$0.00	\$0.00
TOT-CP	Tenable.ot Core Platform Hardware	1	\$5,922.35	\$5,922.35
TOT-CS	Additional Tenable.ot Configurable Sensor(s)	2	\$1,480.59	\$2,961.18
TSC	Tenable.sc - Scanner(s) Included - Annual Subscription	1	\$9,532.80	\$9,532.80
TSC-STNDC	Standard Tenable.sc console	1	\$0.00	\$0.00
TRG-TSC-ESS-SEAT	2 Day Seat - Access for 1 person to attend an available session of Tenable.sc Essentials	1	\$1,952.19	\$1,952.19
TRG-TOT-ESS-SEAT	2 Day Seat - Access for 1 person to attend an available session of Tenable.ot Essentials	1	\$1,952.19	\$1,952.19
SVC-TOT-QS-ONS	Quick Start Onsite Implementation for Tenable.ot - T&E to be billed seperately	1	\$17,260.36	\$17,260.36
FEES-TANDE-EXP	Travel and Expenses	1	\$2,741.82	\$2,741.82
SVC-ALL-HC-RMT	Health Check Remote	1	\$5,659.13	\$5,659.13
Quoted in USD.				

This document and the information contained herewith is confidential and cannot be provided to any parties other than Long View or persons employed by your organization without the express consent of Long View. Price and availability are subject to change and a restocking fee may be applied to returned goods. All goods are subject to the manufacturers' policies and warranties and all services are subject to the terms of the service provider. Long View makes no representations or warranties about any goods or services quoted herein. For additional information, please contact us at <http://www.longviewsystems.com/contact> or toll free at 1 (866) 515-6900. Payment by VISA or MasterCard will incur a 3% surcharge (plus tax) to be added to the invoice total. Applicable Sales and Use taxes will be calculated at time of invoice.



# QUOTE

Long View Systems Corporation USA

555 - 17th Street, Suite 600  
Denver, CO 80202

Phone: 303.729.2200 | Fax: 303.292.2218 | Toll Free: 1.866.515.6900

**Account Manager :** Steve Griffin

**Email :** Steve.Griffin@lvs1.com

**Phone :** (214) 709-1928

**Inside Rep :** Jonathan Toh

**Email :** jonathan.toh@lvs1.com

**Quote: 43237**

**Quote Date: Sep 29, 2023**

**Quote Expiry: Oct 29, 2023**

**Page: 2/2**

Sub-Total: \$53,471.16

Sales Tax: \*Applicable Sales and Use tax will be calculated at time of Invoice.

**Total: \$53,471.16**

**Currency: USD**

## Quote Approval

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

This document and the information contained herewith is confidential and cannot be provided to any parties other than Long View or persons employed by your organization without the express consent of Long View. Price and availability are subject to change and a restocking fee may be applied to returned goods. All goods are subject to the manufacturers' policies and warranties and all services are subject to the terms of the service provider. Long View makes no representations or warranties about any goods or services quoted herein. For additional information, please contact us at <http://www.longviewsystems.com/contact> or toll free at 1 (866) 515-6900. Payment by VISA or MasterCard will incur a 3% surcharge (plus tax) to be added to the invoice total. Applicable Sales and Use taxes will be calculated at time of invoice.

**File Attachments for Item:**

. Order 27,341 - declaring Cumberland Police Department Unit #16, a 2015 Ford Sedan, VIN# 1FAHP2MK2FG128011 to be surplus for sale or scrap

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

ORDER NO. 27,341

DATE: October 17, 2023

WHEREAS, the Mayor and City Council of Cumberland is the record owner of certain vehicles and equipment that have been determined to be of no further value to the City; and

WHEREAS, the Mayor and City Council desire to dispose of said vehicles and equipment;

**IT IS THEREFORE ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, THAT,** the following vehicles and equipment are hereby declared to be surplus property and authorized for sale, trade in or scrap:

<i>Unit</i>	<i>Department</i>	<i>Vehicle</i>	<i>VIN / Serial No.</i>
16	Police	2015 Ford Sedan	1FAHP2MK2FG128011

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**Raymond M. Morriss, Mayor**

# Council Agenda Summary

Meeting Date: October 17, 2023

Key Staff Contact: Lt. Eric Bonner

***Item Title:*** Surplus 2015 Ford Sedan

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

*Recommendation to declare Cumberland Police Department Unit #16 (2015 Ford Sedan, Vin# 1FAHP2MK2FG128011) surplus for sale or scrap.*

***Amount of Award:***

***Budget number:***

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



**File Attachments for Item:**

. Order 27,342 - executing a Donation Agreement between the Mayor and City Council of Cumberland and Kim K. Gold and John D. Hendershot, Personal Representatives of the Estate of Leon L. Granoff, donation of the following four (4) parcels of real property to the City: 305 Maryland Avenue (Tax ID No. 22-002678), Broadway, Lot B-6 (Tax ID No. 22-018396), Broadway, Lot B-8 (Tax ID No. 22-018345) and Rear Greene Street (Tax ID No. 06-030890)

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

ORDER NO. 27,342

DATE: October 17, 2023

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

**THAT** the Mayor be and he is hereby authorized to execute a Donation Agreement by and between the Mayor and City Council of Cumberland (the “City”) and Kim K. Gold and John D. Hendershot, Personal Representatives of the Estate of Leon L. Granoff, (the “Donors”) for the Donors’ donation of the following four (4) parcels of real property to the City:

305 Maryland Avenue, Cumberland, MD 21502  
Tax ID No. 22-002678  
Allegany County Land Records Book 1217, Page 481

Broadway, Lot B-6, Cumberland, MD 21502  
Tax ID No. 22-018396  
Allegany County Land Records Book 1224, Page 154

Broadway, Lot B-8, Cumberland, MD 21502  
Tax ID No. 22-018345  
Allegany County Land Records Book 1225, Page 568

Rear Greene Street, Cumberland, MD 21502  
Tax ID No. 06-030890  
Allegany County Land Records Book 1221, Page 395.

**BE IT FURTHER ORDERED**, that the City shall accept the deed effecting the transfer of said properties, provided the contingencies in the Donation Agreement are satisfied. The City Administrator and City Solicitor, jointly and severally, shall have the authority to determine whether those contingencies have been met.

**BE IT FURTHER ORDERED**, that the City Administrator and City Solicitor are jointly and severally granted the authority to grant extensions of time for the date of settlement and execute and to deliver such documents as are necessary to facilitate or effect the closing for the subject property.

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**Raymond M. Morriss, Mayor**

## DONATION AGREEMENT

**THIS DONATION AGREEMENT** (“Agreement”), is made by and between **Kim K. Gold and John D. Hendershot, Personal Representatives of the Estate of Leon L. Granoff**, late of Los Angeles County, California, (“Donors”) and the **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and is effective upon the date of its completed execution, which date is hereinafter referred to as the “Effective Date”.

### RECITALS

**WHEREAS**, Leon L. Granoff is the record title holder of the parcels of real property together with the improvements thereon, if any, described as follows and hereinafter collectively referred to as the “Property”:

305 Maryland Avenue, Cumberland, MD 21502  
Tax ID No. 22-002678  
Allegany County Land Records Book 1217, Page 481

Broadway, Lot B-6, Cumberland, MD 21502  
Tax ID No. 22-018396  
Allegany County Land Records Book 1224, Page 154

Broadway, Lot B-8, Cumberland, MD 21502  
Tax ID No. 22-018345  
Allegany County Land Records Book 1225, Page 568

Rear Greene Street, Cumberland, MD 21502  
Tax ID No. 06-030890  
Allegany County Land Records Book 1221, Page 395

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

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

### WITNESSETH:

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

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

2. **Donation.** Subject to the terms and conditions of this Agreement, Donors agree to donate the Property together with the buildings and improvements thereon, if any, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining to the City, and the City agrees to accept that donation. The closing for the donation shall be held (or the delivery of the deed shall be effected) no later than one hundred twenty (120) days from the Effective Date unless said time frame is extended by written agreement of the parties. The City Solicitor and City Administer are empowered by the City to execute agreements to extend this one hundred twenty (120) day period.

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

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

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

4.2. **Tenants.** Donors shall deliver the Property to the City free of tenants or inhabitants of any kind, with all of any such individuals' personal property and belongings having been removed. Donors shall be responsible for legally evicting any tenants who may have been leasing the Property. Notwithstanding the foregoing, in addition to cancelling this Agreement for failure to satisfy the contingencies set forth in this section, the City shall have the right to compel Donors to evict tenants and inhabitants and the date for closing shall be extended to forty-five (45) days after the date the court enters an order in any court proceedings initiated to enforce Donors' obligations set forth in this Section 4.2 or forty-five (45) days after the date tenants and inhabitants have vacated the Property, whichever is last to occur. If the City fails to initiate court proceedings within thirty (30) days of the date scheduled for closing, the City shall forfeit the right to enforce Donors' obligations as set forth in this Section 4.2.

4.3. **Utilities.** Donors shall be responsible for the termination of all utility services to the Property.

4.4. **Walkthrough.** Settlement shall be contingent upon the City's performance of a walk-through inspection of the Property within 48 hours prior to settlement in order to confirm that the Property will be delivered to the City in

accordance with the terms of Section 4.2 of this Agreement. The City shall have the right to waive this contingency and proceed to settlement without conducting the said inspection.

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

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

7. **Possession.** Donors agree to give possession and occupancy of the Property to the City upon the completion of closing.

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

9. **Representations and Warranties.** As of the date of the closing contemplated hereby and as to the period of time during which Donors held title to the Property, Donors warrant that he/she/it/they has/have, by acts or omission or commission, not subjected the Property (including land, surface water, ground water, and improvements) to contamination, including (i) any hazardous waste, underground storage

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

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

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

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

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

**12. Breach of Agreement and Default.** The City and the Donors are required and agree to make full settlement in accordance with the terms of this Agreement and acknowledge that failure to do so constitutes a breach hereof. If the City fails to make full settlement or is in default due to its failure to comply with the terms, covenants and conditions of this Agreement, Donors may pursue any legal or equitable rights which may be available to her. If Donors fail to make full settlement or is in default due to his/her/its/their failure to comply with the terms, covenants and conditions of this Agreement, the City is entitled to pursue such rights and remedies as may be available, in law or in equity, including, without limitation, an action for specific performance of this Agreement.

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

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

15. **Notices.** Any notice, request, demand, approval or consent given or required to be given under this Agreement shall, except as otherwise expressly provided herein, be in writing and shall be deemed to have been given when emailed at the e-mail addresses stated below.

To Donors:

Kim K. Gold  
14 Sunnyfield Dr.  
Rolling Hills Estates, CA 90274  
*kimiegold@gmail.com*

To the City:

Jeffrey Silka  
City Administrator  
City of Cumberland  
57 N. Liberty Street  
Cumberland, MD 21502  
*jeff.silka@cumberlandmd.gov*

with a copy to:

Michael Scott Cohen, City Solicitor  
213 Washington Street  
Cumberland, Maryland 21502  
*mike@msclawllc.com*

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

17. **Invalidity.** If any provision or part of any provision contained in this Agreement shall be found for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions or the remaining part of any effective provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality, or unenforceability.

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

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

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

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

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

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

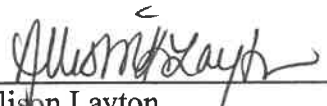
24. **Signing by Electronic Means.** Each of the parties hereto expressly authorizes and agrees to sign email and/or other electronically transmitted copies or counterparts of this Agreement except by facsimile transmission. Said electronically transmitted signed copies or counterparts shall have the same binding effect as would a signed original Agreement or counterpart once delivered to the other party.

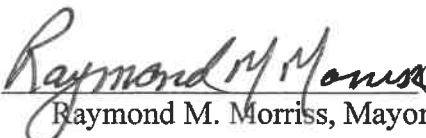


IN WITNESS WHEREOF, the parties have duly executed this Donation Agreement as of the dates set forth below with the specific intention that it constitute an instrument under seal.

WITNESS/ATTEST:


MAYOR AND CITY COUNCIL  
CUMBERLAND

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

By:  (SEAL)  
Raymond M. Morriss, Mayor

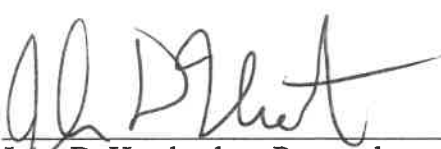
\_\_\_\_\_  
Date

  
\_\_\_\_\_

 (SEAL)  
Kim K. Gold, Personal Representative of the  
Estate of Leon L. Granoff

6/1/2023  
\_\_\_\_\_  
Date

  
\_\_\_\_\_

 (SEAL)  
John D. Hendershot, Personal  
Representative of the Estate of Leon L.  
Granoff

5/30/2023  
\_\_\_\_\_  
Date

STATE OF CALIFORNIA, COUNTY OF Los Angeles, TO WIT:

I HEREBY CERTIFY, that on this 1st day of June, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Kim K. Gold**, Personal Representative of the Estate of Leon L. Granoff, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, and did acknowledge that she, being authorized to do so, executed this instrument for the purposes therein stated.

WITNESS my hand and Notarial Seal.

Beverly Collins  
NOTARY PUBLIC

My Commission Expires: 7-15-2025



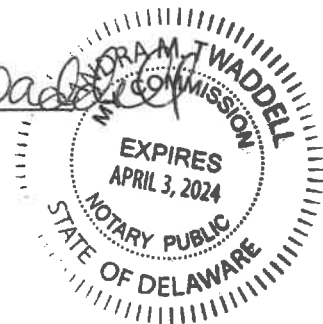
STATE OF Delaware, COUNTY OF New Castle, TO WIT:

I HEREBY CERTIFY, that on this 30th day of May, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **John D. Hendershot**, Personal Representative of the Estate of Leon L. Granoff, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, and did acknowledge that he, being authorized to do so, executed this instrument for the purposes therein stated.

WITNESS my hand and Notarial Seal.

Sandra M. Twaddell  
NOTARY PUBLIC

My Commission Expires: April 3, 2024



STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morris**, Mayor of Mayor and City Council of Cumberland, known to me and did acknowledge that he, being authorized to do so, executed this instrument for the purposes therein stated.

WITNESS my hand and Notarial Seal.

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

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

Attorney Certification

I hereby certify that I am an attorney authorized to practice law in the State of Maryland and that I prepared this instrument.



---

Michael Scott Cohen

**THIS DEED**, made this 30<sup>th</sup> day of May, 2023, by and between **Kim K. Gold and John D. Hendershot, Personal Representatives of the Estate of Leon L. Granoff**, late of Los Angeles County, California, (“Grantors”) and **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corp.

**WHEREAS**, the said Leon L Granoff departed this life on or about October 19, 2011;

**WHEREAS**, in Los Angeles Superior Court Case No, BP 131573, Grantors were appointed personal representatives of the Estate of Leon L. Granoff, and were authorized to sell or dispose of any real estate owned by the decedent; and

**WHEREAS**, it is the intention and desire of the Grantors, to convey the hereinafter-described real estate to the City in accordance with the laws of the State of Maryland.

**WITNESSETH:**

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$ 10.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the Grantors do hereby give, grant, bargain and sell, release, convey and confirm unto the City, its successors and assigns, all that lot, piece or parcel of ground lying and being in the County of Allegany, State of Maryland, described as follows, to wit:

**PARCEL ONE – 305 Maryland Avenue, Cumberland, MD 21502 – Tax ID No. 22-002678**

**ALL** that lot or parcel of ground situated in the City of Cumberland, Allegany County, Maryland, on the Westerly side of Maryland Avenue near its intersection with Ann Street, and described as follows:

**BEGINNING** for the same at a point on the Westerly side of Maryland Avenue distant 25 feet measured in a Southerly direction along the Westerly side of said Maryland Avenue from its intersection with the Southerly side of Ann Street as now marked by the corner of the brick walls of the brick building belonging to John Hopcraft; and running thence with the Westerly side of Maryland Avenue, South 12 degrees 40 minutes East 18.4 feet to the center of the division wall between House No. 21 on the lot hereby conveyed and the adjoining

House No. 23, Maryland Avenue; thence through the center of the division wall and the same extended, South 77 degrees 50 minutes West 100 feet to an alley; and with it, North 12 degrees 40 minutes West 17.5 feet to intersect a line drawn at right angles to Maryland Avenue from the place of beginning, thence reversing said intersecting line, North 77 degrees 20 minutes East 100 feet to the place of **BEGINNING**, having a premise address of 305 Maryland Avenue.

**IT BEING** the same property conveyed from Jerry L. Frantz, Director of Finance, Allegany County, Maryland to Leon L. Granoff by deed dated December 1, 2005, and recorded among the Land Records of Allegany County, Maryland in Book 1217, Page 481.

**PARCEL TWO –Broadway, Lot B-6, Cumberland, MD 21502 – Tax ID No. 22-1018396**

**ALL** that lot and parcel of ground lying and being in Winner Bowman's Subdivision of land in the City of Cumberland, Maryland, known and designated on the Plat of said Subdivision as Lot B-6, and described by metes and bounds as follows:

**BEGINNING** at a point on the Northerly side of Broadway Street at the end of a line drawn North 71 degrees and 7 minutes East 68 feet from the intersection of the Northerly side of said Street with the Easterly side of an 8 foot walk, said point being also the end of the first line of B4, and running thence with the Northerly side of said Street North 71 degrees 7 minutes East 34 feet; then North 18 degrees 53 minutes West 50 feet to a point on the Southerly line of B5; then with a part of the said Southerly line of B3 and with a part of the Southerly line of B3 South 71 degrees 7 minutes West 34 feet to the end of the second line of B2; then with said second line reversed South 18 degrees 53 minutes East 50 feet to the place of **BEGINNING**.

**IT BEING** the same property conveyed from Jerry L. Frantz, Director of Finance, Allegany County, Maryland to Leon L. Granoff by deed dated December 22, 2005, and recorded among the Land Records of Allegany County, Maryland in Book 1224, folio 154.

**PARCEL THREE –Broadway, Lot B-8, Cumberland, MD 21502 – Tax ID No. 22-018345**

**ALL** that lot and parcel of ground lying and being in Winner Bowman's Subdivision of Reinhart & Chaney's Addition to the City of Cumberland, Maryland, known and designated on the Plat of said Subdivision as Lot B-8, and described by metes and bounds as follows:

**BEGINNING** at a point on the Northerly side of Broadway Street at the end of a line drawn North 71 degrees and 7 minutes East 102 feet from the intersection of the Northerly side of said Street with the Easterly side of an 8 foot walk, said point being also the end of the first line of B6, and running thence with the

Northerly side of said Street North 71 degrees 7 minutes East 34 feet; then North 18 degrees 53 minutes West 50 feet to a point on the Southerly line of B7; then with the Southerly line of B7, and a part of the Southerly line of 85 South 71 degrees 7 minutes West 34 feet to the end of the second line of B6, then with said second line reversed, South 18 degrees 53 minutes East 50 feet to the place of **BEGINNING**.

**IT BEING** the same property conveyed from Jerry L. Frantz, Director of Finance, Allegany County, Maryland to Leon L. Granoff by deed dated December 22, 2005, and recorded among the Land Records of Allegany County, Maryland in Book 1225, folio 568.

**PARCEL FOUR – Rear Green St., Cumberland, MD 21502 – Tax ID No. 06-030890**

**ALL** those two lots or parcels of ground situated in the Cumberland Development Company's Ridgedale Addition to the City of Cumberland, in Allegany County, Maryland, known and designated as Lots Nos. 33 and 34 of Block 33 as shown on the Plat and table of courses of distances of said Addition as recorded among the Land Records of Allegany County, Maryland in Liber L. L. S. No. 123, folio 1, reference to which said plat and table of courses and distances is hereby made for a more particular description of each of said lots.

**IT BEING** the same property conveyed from Jerry L. Frantz-Director of Finance, Allegany County, Maryland to Leon L. Granoff by deed dated December 8, 2005, and recorded among the Land Records in Book 1221, Page 395.

**SUBJECT TO** all outconveyances, agreements, rights of way, easements and other matters of record.

**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 City, its successors and assigns, in fee simple forever.

**WITNESS** the hand and seal of the said Grantors the day and year first above written.

WITNESS:

[Signature]

[Signature] (SEAL)  
Kim K. Gold, Personal Representative of the Estate  
of Leon L. Granoff

STATE OF CALIFORNIA, COUNTY OF Los Angeles, TO WIT:

I HEREBY CERTIFY, that on this 1st day of June, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Kim K. Gold**, Personal Representative of the Estate of Leon L. Granoff, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, and did acknowledge that she executed the same for the purposes therein contained and that he is duly authorized to sign this instrument; and she further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$0.00 and that the net proceeds of the sale payable to Grantors was \$0.00.

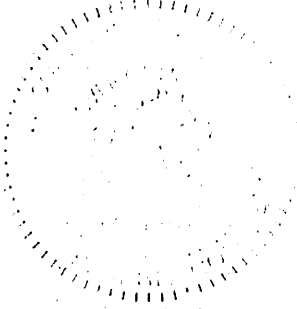
WITNESS my hand and Notarial Seal.

[Signature]  
NOTARY PUBLIC

My Commission Expires:

7-15-2025





201103 V183/78  
 UNITED STATES POSTAL SERVICE  
 1:00 PM EST  
 1:00 PM EST  
 1:00 PM EST

*Handwritten text, possibly a name or address, written vertically.*

*Faint, mostly illegible handwritten text covering the right side of the page.*



WITNESS:

Rudolf Koch

John D. Hendershot (SEAL)  
John D. Hendershot, Personal Representative of the  
Estate of Leon L. Granoff

STATE OF Delaware, COUNTY OF New Castle, TO WIT:

I HEREBY CERTIFY, that on this 30<sup>th</sup> day of May, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **John D. Hendershot**, Personal Representative of the Estate of Leon L. Granoff, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, and did acknowledge that he executed the same for the purposes therein contained and that he is duly authorized to make this authorization; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$0.00 and that the net proceeds of the sale payable to Grantors was \$0.00.

WITNESS my hand and Notarial Seal.

Sandra M. Twaddell  
NOTARY PUBLIC

My Commission Expires:

4/3/2024



I HEREBY CERTIFY that the within and foregoing document was prepared by, or under the supervision of, the undersigned, a Maryland attorney.

Michael Scott Cohen  
MICHAEL SCOTT COHEN

**File Attachments for Item:**

. Order 27,343 - authorizing Change Order No. 1 to the Rehabilitation of Bridge A-C-06 Baltimore Street over Wills Creek (City Project 9-18-BR) with an increase of \$131,593.13 bringing the total contract price to an amount not to exceed \$4,836,503.38

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

ORDER NO. 27,343

DATE: October 17, 2023

**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, with Carl Belt, Inc., 11521 Milnor Avenue, Cumberland, MD, 21502, due to issues that have arisen including the repair of diamondback signal fiber, water main work, additional concrete and flagging for the Rehabilitation of Bridge A-C-06 Baltimore Street Over Wills Creek(City Project 9-18-BR), in an increased amount of One Hundred Thirty One Thousand Five Hundred Ninety Three Dollars and Thirteen Cents (\$131,593.13), bringing the total contract price not to exceed to Four Million Eight Hundred Thirty Six Thousand Five Hundred Three Dollars and Thirty Eight Cents (\$4,836,503.38).

---

**Raymond M. Morriss, Mayor**

Original Contract Price	\$4,704,910.25
Change Order No. 1	\$131,593.13
<b>Total Contract Price after CO 1</b>	<b>\$4,836,503.38</b>

Budget: 115.099Y.63000

# Council Agenda Summary

Meeting Date: 10/17/2023

Key Staff Contact: Robert Smith, P.E.

***Item Title:***

Change Order No. 1 to Rehabilitation of Bridge A-C-06 Baltimore Street Over Wills Creek, 9-18-BR

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

This change order is for various issues that have arisen during construction which include, but are not limited to the following: repair of diamondback signal fiber, water main work, additional concrete, and flagging in the amount of \$131,593.13. This results in an overall increase of \$131,593.13 with the new contract value now being \$4,836,503.38.

***Amount of Award:*** \$131,593.13

***Budget number:*** 115.099Y.63000

***Grant, bond, etc. reference:*** City Funds, Federal Highway Bridge Program Funds

SHA Contract AL4992M2												
FAP No. STBG-210-1(23)E												
Rehabilitation of Bridge No. A-C-06 Baltimore Street over Wills Creek												
City Project No. 9-18-BR												
Craft or Description	Unit	Quantity	Unit Price	Sub Cost	Hourly Rate	Equipment	Unit Cost	Materials	Labor Cost/HR	Labor W/Burden		
Excavation and Assistance to Install New Water Valve at the Intersection of Baltimore and Green Streets												
3/28/2023												
General Foreman	HR	8							\$ 87.35	\$	698.80	
General Labor Foreman	HR	8							\$ 87.81	\$	702.48	
Laborer Foreman	HR	8							\$ 75.11	\$	600.88	
Carpenter	HR	8							\$ 71.93	\$	575.44	
Operator	HR	16							\$ 80.53	\$	1,288.48	
Laborer	HR	8							\$ 61.31	\$	490.48	
Laborer/Flagger	HR	16							\$ 61.31	\$	980.96	
Teamster	HR	16							\$ 65.94	\$	1,055.04	
<b>Equipment</b>												
Excavator Cat 305	HR	6			\$ 55.00	\$ 330.00						
Excavator W/Hoeram Cat 305	HR	8			\$ 110.00	\$ 880.00						
Skidsteer W/Wheelsaw	HR	2			\$ 65.00	\$ 130.00						
Pickup	HR	4			\$ 40.00	\$ 160.00						
Rollback	HR	2			\$ 80.00	\$ 160.00						
Triaxle Dump Truck	HR	8			\$ 70.00	\$ 560.00						
Single Axle Dump Truck	HR	6			\$ 65.00	\$ 390.00						
Traffic Control Equipment	HR	8			\$ 5.00	\$ 40.00						
<b>Material</b>												
3/29/2023												
General Foreman	HR	8							\$ 87.35	\$	698.80	
General Foreman OT Rate	HR	2.5							\$ 113.03	\$	282.58	
General Labor Foreman	HR	8							\$ 87.81	\$	702.48	
General Labor Foreman OT Rate	HR	2.5							\$ 113.09	\$	282.73	
Laborer Foreman	HR	8							\$ 75.11	\$	600.88	
Laborer Foreman OT Rate	HR	2.5							\$ 94.61	\$	236.53	
Carpenter	HR	8							\$ 71.93	\$	575.44	
Carpenter OT rate	HR	2.5							\$ 92.97	\$	232.43	
Operator	HR	16							\$ 80.53	\$	1,288.48	
Operator OT Rate	HR	2.5							\$ 105.89	\$	264.73	
Laborer	HR	8							\$ 61.31	\$	490.48	
Laborer OT Rate	HR	4.5							\$ 77.42	\$	348.39	
Laborer/Flagger	HR	16							\$ 61.31	\$	980.96	
Laborer/Flagger OT Rate	HR	5							\$ 77.42	\$	387.10	
Teamster	HR	8							\$ 65.94	\$	527.52	
Teamster OT Rate	HR	2.5							\$ 82.89	\$	207.23	





# INVOICE

1630 Greig Park Court  
St. Louis, MO 63116

Invoice # **S594994**  
Invoice Date **3/31/23**  
Account # **153289**  
Sales Rep **MARK STERLING**  
Phone # **304-263-6986**  
Branch # **514** **Marlinsburg, WV**  
Total Amount Due **\$11,526.71**

9013 1 AR 0.507 P0200 10300 010507640505 S2 P8009185 00020002



CARL BELT INC  
PO BOX 1210  
CUMBERLAND MD 21501-1210

Shipped to:  
CARL BELT INC  
REHAB OF BRIDGE #A-C-06  
BALTIMORE ST PROJ AL49902M2  
CUMBERLAND, MD

### CUSTOMER JOB- REHAB REHAB/BRIDGE

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
3/29/23	3/30/23	4250-010	REHAB/BRIDGE	REHAB		CORE & MAIN LP	S594994

Product Code	Description	Ordered	Shipped	B/O	Price	UM	Extended Price
51147571LA	14 7571 MJ RW GV DI OL ON L/AC AWWA GATE VALVE DI EPOXY C-550 604067014112	1	1		10874.25000	EA	10,874.25

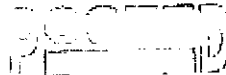
VENUE CORE AL# 700  
RECEIVED

### APPROVALS/REVISIONS

Clerical Accuracy Check J  
Compared to PO AL  
Project Manager Approval \_\_\_\_\_

APR 10 2023

JOB 4250 COST 261650  
DUE DATE \_\_\_\_\_ DISC \_\_\_\_\_



Visit [coreandmain.com](http://coreandmain.com) for a current Web form.

Online ADVANTAGE Pay Online Process Billing Invoice Billing Signed Print/Email

Send payment to the address on our invoice. For more information, contact your account manager. Our toll-free helpline is available 24/7.

Freight	Delivery	Handling	Restock	Misc.	Subtotal:	10,874.25
					Other:	0.00
					Tax:	652.46
					Invoice Total:	\$11,526.71

Terms: NET 30  
Ordered By: DAVE

This transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: <http://hand.coreandmain.com/>.









SHA Contract AL499ZM2												
FAP No. 518G-210-1(23)E												
Rehabilitation of Bridge No. A-C-06 Baltimore Street over Willis Creek												
City/Project No. 9-18-BR												
Craft or Description	Unit	Quantity	Unit Price	Sub Cost	Hourly Rate	Equipment	Unit Cost	Materials	Labor Cost/HR	Labor W/Burden		
<b>Excavation and Assistance to Install New Water Valve at the Intersection of Baltimore and Green Streets</b>												
<b>7/24/2023</b>												
Operator	HR	8							\$ 80.53	\$	644.24	
Laborer	HR	8							\$ 51.31	\$	490.48	
<b>Equipment</b>												
Excavator PC 138	HR	8			\$ 65.00	\$ 520.00						
<b>Material</b>												
<b>7/25/2023</b>												
Operator	HR	8							\$ 80.53	\$	644.24	
Laborer	HR	8							\$ 61.31	\$	490.48	
Teamster	HR	7							\$ 65.94	\$	461.58	
<b>Equipment</b>												
Excavator PC 138	HR	4			\$ 65.00	\$ 260.00						
Excavator W/Hoeram Cat 305	HR	4			\$ 110.00	\$ 440.00						
Triaxle Dump Truck	HR	7			\$ 70.00	\$ 490.00						
<b>Material</b>												
<b>7/28/2023</b>												
Operator	HR	8							\$ 80.53	\$	644.24	
Laborer	HR	8							\$ 61.31	\$	490.48	
Teamster	HR	8							\$ 65.94	\$	527.52	
<b>Equipment</b>												
Excavator Cat 305	HR	8			\$ 55.00	\$ 440.00						
Triaxle Dump Truck	HR	8			\$ 70.00	\$ 560.00						
<b>Material</b>												
CR-6 Stone	TON	39.82	\$ 13.25					\$ 527.62				
<b>Total</b>												
				\$ -		\$ 2,710.00		\$ 527.62			\$ 4,393.26	\$ 7,630.88
											\$ 4,393.26	Total Labor
											\$ 527.62	Total Material
											\$ 2,710.00	Total Equipment
											\$ -	Total Subcontractor
											\$ 31.66	Sales Tax
											\$ 7,662.53	Sub Total
											\$ 878.65	O&P Labor
											\$ 105.52	O&P Material
											\$ -	O&P Subcontractor
											\$ 8,646.71	Total Additional Work







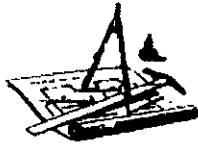
CHANGE ORDER No. D-1220156-50

Comparison of Bid Drawing Set Provided to High Steel in August 2022, Title Block Date of May 2021, to High Steel Structures, LLC Approved Shop Drawing Set

**Additional Engineering, Labor, and Material Resulting From an Increase in the Utility Roller Assembly Size.**

- Top Chord of twelve crossframes, CF1 - CF8, has Increased in size from L4x4x3/8 to L8x4x1/2.
- Design original had utility rollers attached directly to the diaphragm flange. A welded plate needed to be added to accommodate the bridge skew.

\$2,300.00	- Lanco Drafting change order nos. 1 and 2
\$1,354.69	- Additional shop labor and handling, 12.75 hours
<u>\$2,558.84</u>	- Additional material
\$6,213.53	- Subtotal



# Lancaster County Drafting Service Company

1860 Charter Lane • Suite 101 • P.O. Box 10451  
Lancaster, PA 17605-0451  
Phone (717) 291-2259 • Fax (717) 295-9156

Date: 3-1-23

## CHANGE ORDER #1

Customer: High Steel  
Job No.: MD-1220156A-1&2

- Extra work due to contractor request for increased roller hanger assembly size.
- Recalculate vertical location of Water Main based on increased size of Roller Hangers.  
(Confirming fit between Crossframe members.)
  - Increase hole spacing in Crossframe top chord. (Dwg 20: CF1 – CF8)  
(Top Chord member will need to increase in size. Design original was L4x4x3/8 and will now need to be L8x4x1/2. Top Chord was increased once but is now again of insufficient width.)
  - Increase hole spacing in Diaphragm Flange Conn. (Dwg 18: D1,D5,D7 & Dwg 19: D2,D6,D8)  
(Design original had Roller attached directly to the Diaphragm Flange. Plate was added to incorporate the bridge skew. Proposed Plate is now of insufficient size to accommodate increased hole spacing.)
  - Re-detail Diaphragm parts on Job Standard Drawing (Dwg. M1: m1b,m1c)
  - Recreate shop downloaded cutting data. (DXF files)
  - Coordination of above changes to design and shop details including RFI's if required.

For the additional price of: \$1,900.00

Lanco Drafting  
By: Shawn Getz



# Lancaster County Drafting Service Company

1860 Charter Lane • Suite 101 • P.O. Box 10451  
Lancaster, PA 17605-0451  
Phone (717) 291-2259 • Fax (717) 295-9156

Date: 3-24-23

## CHANGE ORDER #2

Customer: High Steel  
Job No.: MD-1220156A-1&2

Extra work due to additional contractor change to roller hanger assembly size.

Reduce hole spacing in Crossframe top chord. (Dwg 20: CF1 – CF8)

Reduce hole spacing in Diaphragm Flange Conn. (Dwg 18: D1,D5,D7 & Dwg 19: D2,D6,D8)

Change Diaphragm parts on Job Standard Drawing (Dwg. M1: m1b,m1c)

Recreate shop downloaded cutting data. (DXF files)

For the additional price of: \$400.00

Lanco Drafting  
By: Shawn Getz





# DIAMONDBACK SIGNAL

(410) 795-9601

4/13/2023

PAGE 1 OF 1

## CONFIDENTIAL ENGINEER'S ESTIMATE & MATERIAL LIST

RAILROAD: ( BELT CONSTRUCTION) WESTERN MARYLAND SCENIC RR

LOCATION; BALTIMORE STREET  
DOT# 832 215W, MP. 165.90  
CUMBERLAND, ALLEGAANY CO., MD  
PHASE 1

PROJECT: TEMPORARY REMOVE SIGNAL #3

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FIELD MATERIAL DESCRIPTION	SUPPLIER	QUANTITY
Misc. (Tags, Term., Eyes, & Etc.)	Safetran	1 lt.

---

## ESTIMATE SUMMARY

TOTAL MATERIAL	\$	2,538.00
INSTALLATION - LABOR	\$	1,638.00
EQUIPMENT	\$	435.00
TEST & PLACE "IN SERVICE"	\$	-
MOBILIZATION	\$	450.00
* TOTAL PROJECT COST	=	\$ 5,061.00

- \* PRICE VALID FOR 60 DAYS FROM DATE OF QUOTE
- \* Project is Subject to Diamondback Signal Terms and Conditions
- \* SALES TAX, IF APPLICABLE, MUST BE ADDED AND DOES NOT INCLUDE POWER COMPANY LINE DROP CHARGE, IF ANY.

Craft or Description	Unit	Quantity	Unit Price	Sub Cost	Hourly Rate	Equipment	Unit Cost	Materials	Labor Cost/HR	Labor W/Burden	
SHA Contract AL4992M2											
FAP No. STBG-210-1(23)E											
Rehabilitation of Bridge No. A-C-06 Baltimore Street over Wills Creek											
City Project No. 9-18-BR											
Replacement of Cable Lines for Railroad Signals											
General Foreman	HR	4							\$ 87.35	\$ 349.40	
Equipment											
Material											
<b>Subcontractor</b>											
Diamond Back Signal	LS	1	\$ 17,115.00	\$ 17,115.00							
Total				\$ 17,115.00		\$ -		\$ -		\$ 349.40	\$ 17,464.40
										\$ 349.40	Total Labor
										\$ -	Total Material
										\$ -	Total Equipment
										\$ 17,115.00	Total Subcontractor
										\$ -	Sales Tax
										\$ 17,464.40	Sub Total
										\$ 69.88	O&P Labor
										\$ -	O&P Material
										\$ 855.75	O&P Subcontractor
										\$ 18,390.03	Total Additional Work

# DIAMONDBACK SIGNAL

(410) 795-9601

5/2/2023

PAGE 1 OF 1

## CONFIDENTIAL ENGINEER'S ESTIMATE & MATERIAL LIST

RAILROAD: ( BELT CONSTRUCTION ) WESTERN MARYLAND SCENIC RR

LOCATION: BALTIMORE STREET  
DOT# 832 215W, MP. 165.90  
CUMBERLAND, ALLEGAANY CO., MD

PROJECT: TEMPORARY SIGNAL CABLE REMOVAL AND REPLACED DAMAGED CABLES TO SIGNAL #2

---

FIELD MATERIAL DESCRIPTION	SUPPLIER	QUANTITY
5 Cond. #6 UG Cable (Signals)	Okonite	250 ft.
7 Cond. #14 UG Cable (Signals)	Okonite	250 ft.
5 Cond. #9 UG Cable (Signals)	Okonite	250 ft.
Misc. (Tags, Term., Eyes, & Etc.)	Safetran	1 lt.

---

## ESTIMATE SUMMARY

TOTAL MATERIAL	\$	10,636.00
SHIPPING	\$	1,064.00
INSTALLATION - LABOR	\$	4,095.00
EQUIPMENT	\$	870.00
TEST & PLACE "IN SERVICE"	\$	-
MOBILIZATION	\$	450.00
* TOTAL PROJECT COST	=	\$ 17,115.00

- \* PRICE VALID FOR 60 DAYS FROM DATE OF QUOTE
- \* Project is Subject to Diamondback Signal Terms and Conditions
- \* SALES TAX, IF APPLICABLE, MUST BE ADDED AND DOES NOT INCLUDE POWER COMPANY LINE DROP CHARGE, IF ANY.

SHA Contract AL4992M2												
FAP No. 5T1BG-210-1(23)E												
Rehabilitation of Bridge No. A-C-06 Baltimore Street over Wills Creek												
City Project No. 9-18-BR												
Craft or Description	Unit	Quantity	Unit Price	Sub Cost	Hourly Rate	Equipment	Unit Cost	Materials	Labor Cost/HR	Labor W/Burden		
<b>Railroad Signal Contractor to Reset and reprogram signals upon completion</b>												
<b>Reset Signals</b>												
General Foreman	HR	4							\$ 87.35	\$ 349.40		
Carpenter	HR	2							\$ 71.93	\$ 143.86		
Operator	HR	2							\$ 80.53	\$ 161.06		
Laborer	HR	2							\$ 61.31	\$ 122.62		
<b>Equipment</b>												
Petbone Forklift	HR	2			\$ 80.00	\$ 160.00						
<b>Material</b>												
<b>Subcontractor</b>												
Diamond Back Signal	LS	1	\$ 21,442.00	\$ 21,442.00								
<b>Total</b>				\$ 21,442.00		\$ 160.00		\$ -		\$ 776.94	\$ 22,378.94	
										\$ 776.94	Total Labor	
										\$ -	Total Material	
										\$ 160.00	Total Equipment	
										\$ 21,442.00	Total Subcontractor	
										\$ -	Sales Tax	
										\$ 22,378.94	Sub Total	
										\$ 155.39	O&P Labor	
										\$ -	O&P Material	
										\$ 1,072.10	O&P Subcontractor	
										\$ 23,606.43	Total Additional Work	

# DIAMONDBACK SIGNAL

(410) 795-9601

4/13/2023

PAGE 1 OF 1

## CONFIDENTIAL ENGINEER'S ESTIMATE & MATERIAL LIST

RAILROAD: ( BELT CONSTRUCTION) WESTERN MARYLAND SCENIC RR

LOCATION: BALTIMORE STREET  
DOT# 832 215W, MP. 165.90  
CUMBERLAND, ALLEGAANY CO., MD  
FINAL PHASE

PROJECT: REPLACE SIGNAL #1 AND SIGNAL #3 INSTALL ALL SIGNAL CABLES

---

FIELD MATERIAL DESCRIPTION	SUPPLIER	QUANTITY
Reprogramming Tiefenbach Wheel Detector System Complete	Tiefenbach	1 ea.
Fill	Local	2 lt.
Misc. (Tags, Term., Eyes, & Etc.)	Safetran	1 lt.

---

## ESTIMATE SUMMARY

TOTAL MATERIAL	\$	10,223.00
INSTALLATION - LABOR	\$	4,914.00
EQUIPMENT	\$	2,305.00
TEST & PLACE "IN SERVICE"	\$	1,500.00
TRAVEL, LIVING, & MISC. EXPENSE	\$	<u>2,500.00</u>
* TOTAL PROJECT COST	=	\$ 21,442.00

- \* PRICE VALID FOR 60 DAYS FROM DATE OF QUOTE
- \* Project is Subject to Diamondback Signal Terms and Conditions
- \* SALES TAX, IF APPLICABLE, MUST BE ADDED AND DOES NOT INCLUDE POWER COMPANY LINE DROP CHARGE, IF ANY.



STATE HIGHWAY  
ADMINISTRATION

**CHANGE ORDER  
CONSTRUCTION**

Authorization C.O. No. \_\_\_\_\_  
 Contract No. AL499ZM2 C.W.S. No. \_\_\_\_\_  
 Date 09/07/23 District 6 Request No. 2  
 Total Amount 131593.13 Work/Calendar Days 0  
 Project No. AL499ZM2 FAP No. STBG-210-1(23)E  
 Additional Federal Project Nos. \_\_\_\_\_ Amount \_\_\_\_\_

Request is hereby made (1) for funds to do the following Additional Work as an estimated cost as set forth below, and/or (2) to extend the time of completion of this Contract the number of days indicated below:

Project Description: Rehabilitation of Bridge NO. A-C-06 Baltimore Street Over Wills Creek  
 Route: \_\_\_\_\_  
 Location: Cumberland, MD  
 Project Limits: Baltimore Street from Greene Street to Mechanic Street

Participation in cost by others (except Design Consultant)  Yes  No OOC Control Number: \_\_\_\_\_ Signature: \_\_\_\_\_  
 PCS Control Number: \_\_\_\_\_  
 Third Party Name \_\_\_\_\_ Amount \_\_\_\_\_ Notified \_\_\_\_\_ District Engineer Only  
 Approved: \_\_\_\_\_ Deputy Administrator  
 (Must sign if participation cost by others is YES)  
 Potential Consultant Liability  Yes  No  
 (If Yes, identify and attach applicable cost items.)  
 Approved: \_\_\_\_\_ Administrator  
 (all developer and local government agreements over \$100,000)

		Work/Calendar Days
Original Contract Amount	<u>4704910.25</u>	<u>485</u>
Authorized Redlines to date	<u>0</u>	<u>0</u>
Total of Authorized COs	<u>0</u>	<u>0</u>
Total of Unauthorized COs	<u>0</u>	<u>0</u>
Redlines this CO	<u>0</u>	<u>0</u>
Amount of this CO	<u>131593.13</u>	<u>0</u>
Total COs	<u>131593.13</u>	<u>0</u>
Percent of Original Contract	<u>2.80</u>	<u>0</u>
Authorized Contract Amount	<u>4704910.25</u>	<u>485</u>

**CONTRACTOR'S ACCEPTANCE**  
 THE TERMS AND CONDITIONS OF THIS CHANGE ORDER, INCLUDING THE AMOUNT AND THE TIME CONTAINED HEREIN, CONSTITUTE A FULL ACCORD AND SATISFACTION BY THE ADMINISTRATION AND THE CONTRACTOR FOR ALL COSTS AND TIME OF PERFORMANCE RELATED TO THE ACTIONS DESCRIBED OR REFERENCED HEREIN, INCLUDING BUT NOT LIMITED TO, DELAY AND IMPACT COSTS RESULTING FROM THIS CHANGE ORDER. EXCEPT AS AMENDED HEREIN, ALL PROVISIONS OF SAID CONTRACT REMAIN IN FULL FORCE AND EFFECT.

Date	Contractor	Title
Company: _____		
Approved: _____	Approved: _____	Approved: _____
Date _____ Assistant Director Office of Finance and Information Technology	Date _____ Director - Office of Construction (Up to 25% or 100 Days / \$750,000 whichever is less)	
Approved: _____	Approved: _____	Approved: _____
Date _____ District Engineer (Up to 10% or 50 Days / \$500,000 whichever is less)	Date _____ Deputy Administrator (Over 25% of up to 200 Days / \$1,000,000 whichever is less)	

Acknowledged: \_\_\_\_\_  
 Date \_\_\_\_\_ Administrator  
 (Over \$1,000,000 or 200 Days)





**STATE HIGHWAY ADMINISTRATION**

**CHANGE ORDER COST ESTIMATE - OOC025**

Clear Form

Contract No: AL499ZM2

FAP No: STBG-210-1(23)E

Date: 09/07/2023

**EXPLANATION OF CHANGE ORDER** (Provide a synopsis of the Change Order including the following information)

Copy & Paste this into MCMAN

**1. Describe the scenario that led to this change and explain the necessity for amending the contract:**

ITEM 4020.A: The Top Flange of the End Diaphragms and the Outstanding Legs of the Top Chords of Crossframes are not of Sufficient width to incorporate the hole pattern required for the supports as designed. New members with adequate top flanges had to be incorporated into the bridge.

ITEMS 4021.A & 4022.A: It was assumed the signal masts foundations would be significantly deeper than the plan excavation due to their height and mechanical equipment. In the field, it was determined that the bottom of the masts were at a higher elevation than the excavation and would be compromised during construction.

ITEM 4023.A: While attempting to shutdown the 14" water main in Phase 1, it was determined that the 14" isolation valve would not hold. The contractor needed to replace this valve in order to remove the water main under the bridge deck.

ITEM 4024.A: During Phase 1, it was determined that the 14" water main in the bridge approach was cracked and causing wet conditions in the excavation. The contractor excavated the trench for the new main under a force account at the direction of the City Engineer.

ITEM 4025.A: The boring log for the project inaccurately described the existing subgrade conditions of the site. At locations as shallow as 18", there were abandoned portions of previous concrete bridge abutments that required extensive hammering adjacent to both the east and west abutments.

ITEM 1033.A: As part of the specifications, Columbia Gas had to perform work in the area in order to get their main attached to the bridge. Prime Contractor Carl Belt facilitated the maintenance of traffic in order to safely get Columbia Gas's material to the site.

ITEM 5009.A: The drawings called for a full depth asphalt to be installed between the trench drain and the railroad crossing panels. The width between the trench drain and panels was 20"-24" and would be difficult to get proper compaction. At the direction of the City Engineer, this was replaced with reinforced concrete and the price was determined by adjusting Item 5008 from the contract documents. This item was determined by extending item 5008 from 8" to 12". The new item is 50% larger in thickness. The unit cost for item 5009A was determined by multiplying item 5008 (\$175.50) by 150% which equates to \$263.25.

**REASON:** (Select all that apply)

- Redline Revision No:
- District Change Order
- Other:
- Changes
- Variation in Estimated Quantities
- Disputes/Claims

**ENTITLEMENT JUSTIFICATION:**

**2. Select the scope of compensation for this specific Change Order:**

Money

**3. What justifies the additional cost and/or time?**

Items were out of scope but required in order to facilitate completing the work.

**4. Select how the impacts should be allocated:** (Select all that apply)

- State
- Federal
- Third Party
- Local
- Utility
- Other:

**5. Is there a possibility for a subsequent Change Order due to this issue?**

- Yes
- No

**DISCOVERED BY:** Dave Snyder/Paul Beitzel

**Discovery Date:** 3/1/2023

**ENGINEER'S COST ESTIMATE:**

**Date:**

**ENGINEER'S TIME ESTIMATE:** 0

**Type:** Calendar Days

**CONTRACTOR'S SUBMITTAL: Total(\$):** 131593.13

**Date Received:**

**PRICE BREAKDOWN:**  See Attachments (Optional)

**--Upload Attachment(s) Here--**

**TYPE OF VARIANCE:** (Select all that apply)

Bid Unit Price

Current Cost

Comprehensive Breakdown

Small Quantity

Force Account

Special/Difficult Conditions

See Independent Engineer's Estimate

Specification:

**EXPLANATION OF VARIANCE:**

6. Explain why the Contractor's Price Breakdown differs from the Engineer's Estimate:

7. Explain what condition caused the New Item Cost to be more than the Price Index Average:

8. Explain what was missing and/or different from a Redline Engineer's Estimate:

Not part of a Red Line Revision.

**NEGOTIATIONS:**

**Date Began:**

**Date Complete:**

**NEEDS FHWA CONCURRENCE:**

Yes

No

**TIME EXTENSION:**

Yes

No

**Number of Days:**

Calendar Days:0

Working Days:

Compensable:

Non-Compensable:



**File Attachments for Item:**

. Order 27,344 - authorizing the execution of Change Order No. 2 to "Baltimore Street Access Project" (12-16-M) for the restoration of the existing building walls that became exposed after removal of existing masonry at both parklets in the amount of \$45,160, bringing the new contract amount not to exceed \$14,782,435

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

ORDER NO. 27,344

DATE: October 17, 2023

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

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 2 with Triton Construction, PO BOX 1360, 1944 Winfield Road, Saint Albans, WV 25177, for the restoration of the existing building walls that became exposed after removal of existing masonry at both parklets for Baltimore Street Access Project (City Project 12-16-M), in the amount of Forty Five Thousand One Hundred Sixty Dollars and No Cents (\$45,160.00), in order to meet the new requirements of the project, bringing the new contract value not to exceed Fourteen Million, Seven Hundred Eighty Two Thousand, Four Hundred Thirty-five Dollars and No Cents (\$14,782,435.00).

---

**Raymond M. Morriss, Mayor**

Triton Construction	<i>Contract Price</i>
Original Contract Price	\$14,638,500.00
Change Order No. 1	\$98,775.00
Change Order No. 2	\$45,160.00
<b>Total Contract Value after CO 2</b>	<b>\$14,782,435.00</b>

Budget: 115.099M.6300T – City Funds

# Council Agenda Summary

Meeting Date: 10/17/2023

Key Staff Contact: Matt Idleman, P.E.

***Item Title:***

Change Order No. 2 to Baltimore Street Access Project, 12-16-M

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

This change order is for restoration of the existing buildings walls that become exposed after removal of existing masonry and other existing features at both parklets in the amount of \$73,000.00 in order to meet the new requirements of the project. The original items will be deleted from the project in order to replace with this current proposal for restoration which amounted to \$27,840.00 worth of materials and work that will not be needed to be used due to this change order. This results in an overall increase of \$45,160.00 with the new contract value now being \$14,782,435.00.

***Amount of Award:*** \$45,160.00

***Budget number:*** 115.099M.6300T

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



PO BOX 905 NITRO, WV 25143  
P (304) 755-1401 F (304) 755-1404

September 14th , 2023

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

Attn: Robert Smith  
Director of Engineering and Utilities - City of Cumberland

Re: Baltimore Street Access Project

City Contract/ MDSHA Contract No. 12-16-M AL624B51  
CHANGE ORDER #2

Mr. Smith,

Please consider this letter as a change order proposal for Building Restoration work at the Mechanic St. Parklet and Liberty St. Parklet. Triton is requesting pay item 4001 be removed and replaced with a new LUMP SUM pay item due to the change in scope of work for the building restoration.

**1 – Building Restoration LUMP SUM . The proposed cost is \$73,000.**

Your consideration with regard to this matter is greatly appreciated. If you have any questions or comments regarding this matter, feel free to contact me at (304) 676-4235.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tyler K. Mazer", with a long horizontal line extending to the right.

Tyler K. Mazer  
Triton Construction, Inc.

**File Attachments for Item:**

. Order 27,345 - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from L/B Water Service in the amount not to exceed \$62,533 for the entire fiscal year



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

ORDER NO. 27,345

DATE: October 17, 2023

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

THAT, L/B Water Service, Inc., 550 S. High Street, Selinsgrove, PA 17870 is hereby approved as a sole source vendor for the purchase of Meter Setters, Meter Boxes and Frost Free Lids for FY24; and

**BE IT FURTHER ORDERED**, that FY24 purchases from L/B Water Service, Inc. for Meter Setters, Meter Boxes and Frost Free Lids shall not exceed Sixty Two Thousand Five Hundred Thirty Three Dollars and No Cents (\$62,533.00).

---

**Raymond M. Morriss, Mayor**

Budget: 002.220.39300 Water Meters and Fittings

# Council Agenda Summary

Meeting Date: October 17, 2023

Key Staff Contact: Marty Watts, Water Distribution Superintendent

## *Item Title:*

Order to Allow the Sole Source Purchases of Meter Setter's, Meter Boxes and Frost Free Lids from L/B Water Service, Inc. Selinsgrove, PA, 17870. In the amount not to exceed \$62,533 for an Entire Fiscal Year.

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

Requesting an order to allow sole source purchases of water meter setter's, meter boxes and frost-free lids from L/B Water Service in the amount not to exceed \$62,533 for the entire fiscal year. With the market still in flux from COVID, the water meter setter's, meter boxes and frost-free lids that the city must use have a very long lead time. We as the city have to stay in the proverbial "line" so we have a steady flow of materials coming in. These items are a standing order with all of our suppliers. These items are used not only for our mandated cross connection program, but for any water meter replacement that is outside of the home. Water meters are a large part of our city's revenue, without being able to have the materials on hand or the availability to get them quickly could play a role in our monthly revenue.

## *Amount of Award:*

**\$62,533**

## *Budget number:*

**002.220 39300 Water Meters and Fittings**

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



Allison Layton &lt;allison.layton@cumberlandmd.gov&gt;

**Fw: M&CC Agenda Sole Source Request**

1 message

marty.watts@cumberlandmd.gov &lt;marty.watts@cumberlandmd.gov&gt;

Thu, Oct 12, 2023 at 4:13 PM

To: Allison Layton &lt;allison.layton@cumberlandmd.gov&gt;

**Marty Watts**  
Superintendent  
City of Cumberland  
Water Department  
215 Bowen St.  
Cumberland, MD 21502  
Phone (301-759-6621)  
Cell (240-362-8017)  
marty.watts@cumberlandmd.gov

Begin forwarded message:

On Thursday, October 12, 2023, 10:09 AM, Jeff Silka &lt;jeff.silka@cumberlandmd.gov&gt; wrote:

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

On Thu, Oct 12, 2023 at 10:07 AM Marty Watts &lt;marty.watts@cumberlandmd.gov&gt; wrote:

Good Morning Jeff,

Would you please approve these sole source requests for purchasing the setter's and boxes for our water meters. Mark has asked me to do this for these items to make sure we always have all of our bases covered.

----- Forwarded message -----

From: **Marty Watts** <marty.watts@cumberlandmd.gov>  
Date: Tue, Oct 10, 2023 at 3:00 PM  
Subject: M&CC Agenda Sole Source Request  
To: Allison Layton <allison.layton@cumberlandmd.gov>

--

**Marty Watts**  
Water Superintendent  
City of Cumberland  
215 Bowen St.  
Cumberland, MD 21502

**301-759-6621 (Office)**  
**240-362-8017 (Cell Phone)**  
**marty.watts@cumberlandmd.gov**

--

**Marty Watts**  
Water Superintendent  
City of Cumberland  
215 Bowen St.  
Cumberland, MD 21502  
**301-759-6621 (Office)**  
**240-362-8017 (Cell Phone)**  
**marty.watts@cumberlandmd.gov**

**File Attachments for Item:**

. Order 27,346 - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from Core & Main LP in the amount not to exceed \$62,533 for the entire fiscal year

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

ORDER NO. 27,346

DATE: October 17, 2023

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

THAT, Core & Main LP, PO Box 28330, St. Louis, MO 63146 is hereby approved as a sole source vendor for the purchase of Meter Setters, Meter Boxes and Frost Free Lids for FY24; and

**BE IT FURTHER ORDERED**, that FY24 purchases from Core & Main LP for Meter Setters, Meter Boxes and Frost Free Lids shall not exceed Sixty Two Thousand Five Hundred Thirty Three Dollars and No Cents (\$62,533.00).

---

**Raymond M. Morriss, Mayor**

Budget: 002.220.39300 Water Meters and Fittings

# Council Agenda Summary

Meeting Date: October 17, 2023

Key Staff Contact: Marty Watts, Water Distribution Superintendent

## *Item Title:*

Order to Allow the Sole Source Purchases of Meter Setter's, Meter Boxes and Frost Free Lids from Core & Main LP St. Louis MO 631456 (Martinsburg, WV branch). In the amount not to exceed \$62,533 for an Entire Fiscal Year.

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

Requesting an order to allow sole source purchases of water meter setter's, meter boxes and frost-free lids from Core & Main LP in the amount not to exceed \$62,533 for the entire fiscal year. With the market still in flux from COVID, the water meter setter's, meter boxes and frost-free lids that the city must use have a very long lead time. We as the city have to stay in the proverbial "line" so we have a steady flow of materials coming in. These items are a standing order with all of our suppliers. These items are used not only for our mandated cross connection program, but for any water meter replacement that is outside of the home. Water meters are a large part of our city's revenue, without being able to have the materials on hand or the availability to get them quickly could play a role in our monthly revenue.

## *Amount of Award:*

**\$62,533**

## *Budget number:*

**002.220 39300 Water Meters and Fittings**

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



Allison Layton &lt;allison.layton@cumberlandmd.gov&gt;

**Fw: M&CC Agenda Sole Source Request**

1 message

marty.watts@cumberlandmd.gov &lt;marty.watts@cumberlandmd.gov&gt;

Thu, Oct 12, 2023 at 4:13 PM

To: Allison Layton &lt;allison.layton@cumberlandmd.gov&gt;

**Marty Watts**  
Superintendent  
City of Cumberland  
Water Department  
215 Bowen St.  
Cumberland, MD 21502  
Phone (301-759-6621)  
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**Jeffrey F. Silka, ICMA-CM**  
City Administrator  
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Date: Tue, Oct 10, 2023 at 3:00 PM  
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--

**Marty Watts**  
Water Superintendent  
City of Cumberland  
215 Bowen St.  
Cumberland, MD 21502



**301-759-6621 (Office)**  
**240-362-8017 (Cell Phone)**  
**marty.watts@cumberlandmd.gov**

--

**Marty Watts**  
Water Superintendent  
City of Cumberland  
215 Bowen St.  
Cumberland, MD 21502  
**301-759-6621 (Office)**  
**240-362-8017 (Cell Phone)**  
**marty.watts@cumberlandmd.gov**

**File Attachments for Item:**

. Order 27,347 - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from CITCO Water in the amount not to exceed \$62,533 for the entire fiscal year

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

ORDER NO. 27,347

DATE: October 17, 2023

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

THAT, CITCO Water, PO Box 632059, Cincinnati, OH 45263 is hereby approved as a sole source vendor for the purchase of Meter Setters, Meter Boxes and Frost Free Lids for FY24; and

**BE IT FURTHER ORDERED**, that FY24 purchases from CITCO Water for Meter Setters, Meter Boxes and Frost Free Lids shall not exceed Sixty Two Thousand Five Hundred Thirty Three Dollars and No Cents (\$62,533.00).

---

**Raymond M. Morriss, Mayor**

Budget: 002.220.39300 Water Meters and Fittings

# Council Agenda Summary

Meeting Date: October 17, 2023

Key Staff Contact: Marty Watts, Water Distribution Superintendent

## *Item Title:*

Order to Allow the Sole Source Purchases of Meter Setter's, Meter Boxes and Frost Free Lids from CITCO Water, Cincinnati, OH 45263 (Morgantown WV Branch). In the amount not to exceed \$62,533 for an Entire Fiscal Year.

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

Requesting an order to allow sole source purchases of water meter setter's, meter boxes and frost-free lids from CITCO Water in the amount not to exceed \$62,533 for the entire fiscal year. With the market still in flux from COVID, the water meter setter's, meter boxes and frost-free lids that the city must use have a very long lead time. We as the city have to stay in the proverbial "line" so we have a steady flow of materials coming in. These items are a standing order with all of our suppliers. These items are used not only for our mandated cross connection program, but for any water meter replacement that is outside of the home. Water meters are a large part of our city's revenue, without being able to have the materials on hand or the availability to get them quickly could play a role in our monthly revenue.

## *Amount of Award:*

**\$62,533**

## *Budget number:*

**002.220 39300 Water Meters and Fittings**

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



Allison Layton &lt;allison.layton@cumberlandmd.gov&gt;

**Fw: M&CC Agenda Sole Source Request**

1 message

marty.watts@cumberlandmd.gov &lt;marty.watts@cumberlandmd.gov&gt;

Thu, Oct 12, 2023 at 4:13 PM

To: Allison Layton &lt;allison.layton@cumberlandmd.gov&gt;

**Marty Watts**  
Superintendent  
City of Cumberland  
Water Department  
215 Bowen St.  
Cumberland, MD 21502  
Phone (301-759-6621)  
Cell (240-362-8017)  
marty.watts@cumberlandmd.gov

Begin forwarded message:

On Thursday, October 12, 2023, 10:09 AM, Jeff Silka &lt;jeff.silka@cumberlandmd.gov&gt; wrote:

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

On Thu, Oct 12, 2023 at 10:07 AM Marty Watts &lt;marty.watts@cumberlandmd.gov&gt; wrote:

Good Morning Jeff,

Would you please approve these sole source requests for purchasing the setter's and boxes for our water meters. Mark has asked me to do this for these items to make sure we always have all of our bases covered.

----- Forwarded message -----

From: **Marty Watts** <marty.watts@cumberlandmd.gov>  
Date: Tue, Oct 10, 2023 at 3:00 PM  
Subject: M&CC Agenda Sole Source Request  
To: Allison Layton <allison.layton@cumberlandmd.gov>

--

**Marty Watts**  
Water Superintendent  
City of Cumberland  
215 Bowen St.  
Cumberland, MD 21502

**301-759-6621 (Office)**  
**240-362-8017 (Cell Phone)**  
**marty.watts@cumberlandmd.gov**

--

**Marty Watts**  
Water Superintendent  
City of Cumberland  
215 Bowen St.  
Cumberland, MD 21502  
**301-759-6621 (Office)**  
**240-362-8017 (Cell Phone)**  
**marty.watts@cumberlandmd.gov**

**File Attachments for Item:**

. Order 27,348 - authorizing the City Administrator to execute an agreement with the Cumberland Economic Development (CEDC) and 81 Baltimore Street, LLC allowing the City of Cumberland and the CEDC to locate surveillance system equipment within a leased room on the 4th floor and on the roof of the property at 81 Baltimore Street for an annual stipend of \$2,500 for a ten year term

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

ORDER NO. 27,348

DATE: October 17, 2023

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

**THAT**, the City Administrator be and is hereby authorized to execute an agreement with the Cumberland Economic Development Corporation (CEDC) and 81 Baltimore Street, LLC, allowing the City of Cumberland and the CEDC to locate surveillance system equipment within a leased room on the 4<sup>th</sup> floor and on the roof of the property at 81 Baltimore Street for an annual stipend of Two Thousand Five Hundred Dollars and No Cents (\$2,500) for a ten (10) year term; and

**BE IT FURTHER ORDERED**, that upon expiration of the ten (10) year term, the stipend will continue annually until otherwise renegotiated by the property owner and/or the City of Cumberland.

---

**Raymond M. Morriss, Mayor**



**SECURITY CAMERA EQUIPMENT LOCATION AGREEMENT AND**  
**CONSENT**

I, \_\_\_\_\_, am the owner of all that real property known and designated as \_\_\_\_\_ (the “Property”), and I hereby grant a license and consent to the placement of security cameras on my Property by CUMBERLAND ECONOMIC DEVELOPMENT CORPORATION (“CEDC”), a Maryland corporation having its principal place of business at 3 Pershing Street, Suite 105, Cumberland, Allegany County, Maryland 21502.

CEDC has requested permission to locate surveillance system equipment (the “equipment”) within a room located on the 4<sup>th</sup> floor named, for these purposes, the “Technology/Equipment Room” and the roof of the Property to promote public safety. In return, the City of Cumberland has agreed to provide an annual stipend of \$2,500 for ten (10) years which will begin on the date this contract has been fully executed. Upon expiration of the 10-year term, the stipend will continue annually until otherwise renegotiated by the property owner and/or the City of Cumberland.

As the owner of the Property it is my desire to grant a license and to consent to the placement of the equipment on my Property, subject to the following:

1. I consent to the placement of the surveillance equipment on or within the Property at such location and such manner as I, the CEDC and/or its contractors agree. The equipment shall consist of, but may not be limited to, the following items:

- Remote Monitoring Workstation

- 24” Monitor
- NVR/Server
- 10 Port Network Switch
- 38 Space Rack
- 24 Port Patch Panel
- Display Rack
- Antenna
- Heavy Duty Mast

2. I understand and agree that the installation, maintenance and security of the equipment shall be at the sole cost and expense of CEDC.

3. I reserve the right to withdraw consent for the placement of the equipment, at any time. In order to withdraw consent, I agree to provide CEDC or the City of Cumberland with a period of not less than thirty (30) days after written notice to the CEDC or the City of Cumberland by me of the withdrawal of my consent for the removal of the equipment. In the event I withdraw consent for the placement of the equipment, all equipment installed within the property and associated with this agreement must be removed at the sole cost of the CEDC and/or City of Cumberland within thirty (30) days of written notice of withdrawal.

4. The CEDC and/or City of Cumberland reserves the right to withdraw participation in this agreement, and any obligation therein, at any time. In order to

withdraw, the CEDC and/or City of Cumberland must provide the property owner with a period of not less than thirty (30) days after written notice to the property owner by the CEDC and/or City of Cumberland of the withdrawal of their participation. In the event the CEDC and/or City of Cumberland withdraw, all equipment installed within the property and associated with this agreement must be removed at the sole cost of the CEDC and/or City of Cumberland within thirty (30) days of written notice of withdrawal.

5. I acknowledge and agree that the equipment is the sole and separate property of CEDC and the City of Cumberland and that either party may remove the equipment at any time.

6. The permission by me and this consent includes a grant to CEDC and/or The City of Cumberland, its agents, servants, and contractors, to enter on the Property for the purposes related to the installation, maintenance, or removal of the equipment.

7. Once installed, I agree to grant the CEDC and/or The City of Cumberland, or their agents access to the building and the equipment for use and/or maintenance of the equipment as needed.

8. I agree that I will not intentionally damage or destroy the equipment, or any equipment associated with the Cameras, as installed, and that I will notify CEDC or the City of Cumberland promptly in the event that I become aware of damage to the Equipment.

9. I acknowledge and agree that the required power to properly operate the equipment will be the full responsibility of the property owner.

10. In the event that the equipment would need to be reoriented within the agreed upon space, or relatively close proximity thereof, due to renovation or reorientation of the building layout, I agree to notify the CEDC/City of Cumberland thirty (30) days prior to any construction taking place and will allow them to consult with a professional installation company, at the sole cost of the CEDC/City of Cumberland, in order to conduct any such relocation effort of the equipment.

11. As a tenant of the property, the City of Cumberland must provide proof of insurance of at least One Million Dollars (\$1,000,000) in coverage naming “81 Baltimore Street, LLC” as an additional insured on the insurance declaration page.

WITNESS the hands and seals of the parties hereto this \_\_\_\_ day of \_\_\_\_\_, 2023.

WITNESS:

PROPERTY OWNER

\_\_\_\_\_ By \_\_\_\_\_ (SEAL)

ATTEST:

CUMBERLAND ECONOMIC  
DEVELOPMENT CORPORATION

\_\_\_\_\_ By \_\_\_\_\_ (SEAL)  
Secretary Matthew Miller,  
Executive Director & President

ATTEST:

CITY OF CUMBERLAND

\_\_\_\_\_  
Secretary

By \_\_\_\_\_ (SEAL)  
Jeffrey Silka,  
City Administrator

**File Attachments for Item:**

. Order 27,349 - executing a Donation Agreement between the Mayor and City Council of Cumberland and Joseph A. Goetz, for the donation of the parcel of real property to the City at 111 South Street (Tax ID No. 04-023102)

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

ORDER NO. 27,349

DATE: October 17, 2023

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

THAT the Mayor be and is hereby authorized to execute a Donation Agreement by and between the Mayor and City Council of Cumberland the ("City") and Joseph A. Goetz and Brenda K. Goetz ("Sellers") for the Sellers' donation of the parcel of real property and the improvements thereon, if any, to the City which are described as follows:

111 South Street  
Tax ID No. 04-023102  
Land Records Deed Liber 487, folio 806

**BE IT FURTHER ORDERED**, that the City shall accept the deed effecting the transfer of said property, provided the City Administrator or City Solicitor determine that the contingencies in the Donation Agreement have been met; and

**BE IT FURTHER ORDERED**, that the City Administrator and City Solicitor are jointly and severally granted the authority to grant extensions of time for the date of settlement and execute and deliver such documents as are necessary to facilitate or effect the closing for the subject property.

---

Raymond M. Morriss, Mayor

## DONATION AGREEMENT

**THIS DONATION AGREEMENT** ("Agreement") is made by and between **Joseph A. Goetz and Brenda K. Goetz, his wife, (the "Goetzes") and Mayor and City Council of Cumberland (the "City")**, a Maryland municipal corporation, and is effective upon the date of its completed execution (the "Effective Date").

### RECITALS

**WHEREAS**, the Goetzes own the parcel of real property together with the improvements thereon, if any, located at 111 South Street, Cumberland, MD 21502 (the "Property"), identified as Allegany County, Maryland Tax Id. No. 04-023102 and more particularly described in the deed recorded in Land Records of Allegany County, Maryland at Deed Liber 487, folio 806; and

**WHEREAS**, the Goetzes have offered to donate the Property to the City as they no longer wish to retain ownership of it, and the City has agreed to accept that donation subject to the terms and conditions set forth hereinafter.

### WITNESSETH:

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

1. **Recitals.** The Recitals set forth above are not merely introductory. They are incorporated by reference in and form a part of this Agreement.
2. **Donation.** Subject to the terms and conditions provided for herein, the Goetzes agree to donate the Property together with the buildings and improvements thereon, if any, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining to the City and the City agrees to accept that donation. The closing for the donation shall be held no later than sixty (60) days from the Effective Date unless said time frame is extended by written agreement of the parties.
3. **Estate/Condition.** The Property shall be conveyed to the City in fee simple and in "AS IS" condition. The conveyance shall be effected by means of a deed containing covenants of special warranty and further assurances. Said deed shall be delivered to the City at closing.
4. **Contingencies.** Closing and the City's acceptance of the deed for the Property shall be subject to the following contingencies:



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

4.2. **Tenants.** The Goetzes shall deliver the Property to the City free of tenants or inhabitants of any kind, with all of any such individuals' personal property and belongings having been removed. The Goetzes shall be responsible for legally evicting any tenants who may have been leasing the Property. Notwithstanding the foregoing, in addition to cancelling this Agreement for failure to satisfy the contingencies set forth in this section, the City shall have the right to compel the Goetzes to evict tenants and inhabitants and the date for closing shall be extended to forty-five (45) days after the date the court enters an order in any court proceedings initiated to enforce the Goetzes' obligations set forth in this Section 4.2 or forty-five (45) days after the date tenants and inhabitants have vacated the Property, whichever is last to occur. If the City fails to initiate court proceedings within thirty (30) days of the date scheduled for closing, the City shall forfeit the right to enforce the Goetzes' obligations as set forth in this Section 4.2.

4.3. **Utilities.** The Goetzes shall be responsible for the termination of all utility services to the Property.

4.4. **Walkthrough.** Settlement shall be contingent upon the City's performance of a walk-through inspection of the Property within 48 hours prior to settlement in order to confirm that the Property will be delivered to the City in accordance with the terms of Section 4.2 of this Agreement. The City shall have the right to waive this contingency and proceed to settlement without conducting the said inspection.

5. **Risk of Loss.** The Property shall be held at the risk of the Goetzes until legal title has passed to the City.

6. **Possession.** The Goetzes agree to give possession and occupancy of the Property to the City upon the completion of closing.

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

8. **Representations and Warranties.** As of the date of the closing contemplated hereby and as to the period of time during which the Goetzes held title to the Property, the Goetzes warrant that the Property (including land, surface water, ground water, and improvements) have, by acts or omission or commission, not subjected the Property to contamination, including (i) any hazardous waste, underground storage tanks, petroleum, regulated substances or used oil as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.) as amended, or by any regulations

promulgated thereunder; (ii) any hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, et seq.) as amended, or by any regulations promulgated thereunder (including, but not limited to, asbestos and radon); (iii) any oil, petroleum products and their byproducts as defined by the Maryland Natural Resources Code, § 8-411(a)(3) as amended, or by any regulations promulgated thereunder; (iv) any hazardous substance as defined by the Maryland Health Environmental Code, Title 7, Subtitle 2, as amended or by any regulations promulgated thereunder; (v) any substance the presence of which on, in or under the Property, is prohibited by any law similar to those set forth above; and (vi) any other substance which by law, regulation, or ordinance requires special handling in its collection, storage, treatment or disposal. Notwithstanding the foregoing, if, subsequent to the date of the execution of this Agreement and prior to closing, the Goetzes disclose an environmental condition on the Property to the City, the City shall have the option to take title to either or both of the Property, waiving and releasing its rights with respect to the aforesaid representations and warranties as to the matters so disclosed, or it may decline to take title to either or both of the Property without incurring any liability or obligations as a result of said declination.

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

10. **Real Estate Taxes.** The City will abate all City real estate taxes presently due on the Property. It will also pay the County real estate taxes to the extent they are not abated.

11. **Breach of Agreement and Default.** The City and the Goetzes are required and agree to make full settlement in accordance with the terms of this Agreement and acknowledge that failure to do so constitutes a breach hereof. If the City fails to make full settlement or is in default due to its failure to comply with the terms, covenants and conditions of this Agreement, the Goetzes may pursue any legal or equitable rights which may be available to them. If the Goetzes fail to make full settlement or are in default due to their failure to comply with the terms, covenants and conditions of this Agreement, the City shall be entitled to pursue such rights and remedies as may be available, in law or in equity, including, without limitation, an action for specific performance of this Agreement.

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

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

14. **Notices.** Any notice, request, demand, approval, or consent given or required to be given under this Agreement shall, except as otherwise expressly provided

herein, be in writing and shall be deemed to have been given when mailed by United States certified mail, postage prepaid, return receipt requested or by overnight mail courier or by hand delivery at the address stated below.

To the Goetzes:

Mr. & Mrs. Joseph A. Goetz  
200 E. Elder Street  
Cumberland, MD 21502

To the City:

Jeffrey F. Silka  
City Administrator  
City of Cumberland  
57 N. Liberty Street  
Cumberland, MD 21502

with a copy to:

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

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

**16. Invalidity.** If any provision or part of any provision contained in this Agreement shall be found for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions or the remaining part of any effective provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality, or unenforceability.

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

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

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

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

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties have duly executed this Donation Agreement as of the dates set forth below.

WITNESS/ATTEST:

Craig Wadams

Joseph A. Goetz  
Joseph A. Goetz

Oct. 13, 2023  
Date

\_\_\_\_\_

Brenda K. Goetz *Deceased 2018*

\_\_\_\_\_  
date

**MAYOR AND CITY COUNCIL  
CUMBERLAND**

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

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

\_\_\_\_\_  
date

**THIS DEED**, made this 18<sup>th</sup> day of May, 2023, by and between **Joseph A. Goetz**, (the “Grantor”), and **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation.

**WITNESSETH:**

That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor hereby grant, bargain and sell, release, confirm and convey unto the City, its successors and assigns:

ALL that lot, piece or parcel of ground situate, lying and being on the Westerly side of South Street, in the City of Cumberland, Allegany Cunt, Maryland, comprising a part of Lot No. 60 in the Highland Addition to Cumberland, a Plat of which said Addition is recorded in Deed Liber 78, folio 272, one of the Land Records of Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at a stake standing at the end of 10 feet on the first line of Lot No. 60 in said Addition, said stake standing also on the Easterly side of a 12 foot alley, and running thence with the remainder of the first, all of the second, and part of the third lines of said Lot No. 60 (1) North 14 degrees 02 minutes East 30 feet; then (2) South 75 degrees 58 minutes East 114.38 feet to the West side of South Street; and with it (3) South 13 degrees 20 minutes West 30 feet to a stake; and then by a new division line (4) North 75 degrees 58 minutes West 114.815 feet to the place of BEGINNING.

**IT BEING** the same property described in the deed from James W. Ash, Jr. to the Grantor dated August 10, 1976 and recorded in the Land Records of Allegany County, Maryland in Deed Liber 487, folio 806.

**SUBJECT TO** all outconveyances, agreements, rights of way, easements and other matters of record.

**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 City, its successors

and assigns in fee simple forever.

AND the said Grantor for themselves and their personal representatives, heirs and assigns do hereby warrant specially the title to the above-described property and covenant that they will execute such other and further assurances of the same as may be requisite or necessary.

WITNESS the hands and seals of the Grantor the day and year first above written.

WITNESS:

[Signature]

Joseph A. Goetz (SEAL)  
Joseph A. Goetz

\_\_\_\_\_

\_\_\_\_\_ (SEAL) J.A.G.  
Brenda K. Goetz - Deceased 2018

STATE OF MARYLAND,  
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 18th day of May, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Joseph A. Goetz**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, and did acknowledge that he executed the same for the purposes therein contained; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$0.00; and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the Grantor are residents of the State of Maryland.

WITNESS my hand and Notarial Seal.

[Signature]  
NOTARY PUBLIC

My Commission Expires: 10/4/2025

**I HEREBY CERTIFY** that the within and foregoing document was prepared by, or under the supervision of, the undersigned, a Maryland attorney.

\_\_\_\_\_  
Michael Scott Cohen



**File Attachments for Item:**

. Order 27,350 - authorizing the City Administrator to enter into a fixed price electricity supply agreement for a term up to three (3) years beginning in November of 2024 for City Assets in Maryland and Pennsylvania

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

ORDER NO. 27,350

DATE: October 17, 2023

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

**THAT**, the City Administrator be and is hereby authorized to enter into a fixed price electricity supply agreement for the City's electric accounts in Maryland (Potomac Edison/First Energy accounts) for up to a three (3) year term beginning in November 2024, pending final review of pricing and contract documents by the City Administrator and City Staff; and

**BE IT FURTHER ORDERED**, that the City Administrator be and is hereby authorized to enter into a fixed price electricity supply agreement for the City's electric accounts in Pennsylvania (West Penn accounts) for up to a three (3) year term beginning in November 2024, pending final review of pricing and contract documents by the City Administrator and City Staff; and

**BE IT FURTHER ORDERED**, that the Mayor and/or City Administrator be and are hereby authorized to execute all documentation necessary to finalize an agreement for this procurement of electricity.

---

**Raymond M. Morriss, Mayor**