



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Seth D. Bernard
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilwoman Laurie P. Marchini

City Administrator Jeffrey D. Rhodes
City Solicitor Michael S. Cohen
City Clerk Marjorie A. Woodring

AGENDA

M&CC Regular Meeting
Videoconference

DATE: September 01, 2020

The public meeting portions of this agenda will be held remotely as a videoconference due to COVID-19 considerations.

I. CLOSED SESSION - 5:00 PM

- A. Convene in open session for the purpose of closing the meeting for an executive session pursuant to Sections 3-305(b) (9) and (14) of the Annotated Code of Maryland to discuss negotiations with the UFCW, Local 1994, representing members of the Cumberland Police Department, and to discuss matters regarding the award of a communications consulting contract.

To view the open portion of this meeting live, go to the City's website at www.ci.cumberland.md.us and access the public meetings link under the Government tab or go to Facebook and access the page Cumberland City Hall Livestream.

II. OPEN SESSION

- A. 6:15 PM - Reconvene in Open Session

To view the meeting live, go to the City's website at www.ci.cumberland.md.us and access the public meetings link under the Government tab or go to Facebook and access the page Cumberland City Hall Livestream.

To provide public comment during this video conference, go to <https://zoom.us> and enter the following:

Use Meeting ID (820 6432 0394) Password (612762)

To join by phone dial: (+1 301 715 8592); Meeting ID (820 6432 0394) Password (612762)

Citizens wishing to speak will be placed in a waiting room and will be called upon at the appropriate time.

Written public comment may also be made by emailing the City Clerk at margie.woording@cumberlandmd.gov. All electronic comments must be submitted by 2 PM on July 21, 2020. Comments received will be acknowledged during the public comment portions of the meeting.

III. Roll Call

IV. Statement of Closed Meeting

A. Summary Statement of closed meeting held September 1, 2020

V. Unfinished Business

(A) Ordinances

Ordinance 3875 (*2nd and 3rd readings*) - authorizing the terms for the conveyance of 27 Ridgeway Terrace to Greis Kaarvaliksen for the amount of \$1,500 and authorizing execution of a deed to effect the conveyance

VI. New Business

(A) Orders (Consent Agenda)

[Order](#) 26,699 - accepting the 2020 Analysis of Impediments to Fair Housing Choice in the City of Cumberland

[Order](#) 26,700 - declaring certain equipment and vehicles as surplus and authorizing them for sale

[Order](#) 26,701 - authorizing execution of an Easement Agreement with the Housing Authority of the City of Cumberland to grant the City a Permanent Easement and Revertible Easement regarding the prior construction of a water main through property owned by the Housing Authority in the vicinity of Banneker Gardens (Allegany County Land Records, Deed Liber 625, folio 207)

[Order](#) 26,702 - authorizing Change Order No. 2 to the contract with Casey Smith LLC dba/Service Pro for the Non-Residential Grass Mowing Contract (11-19-M) to add City-owned property at 322 S. Central Avenue for the increased amount of \$1,200, bringing the total yearly contract amount to \$42,360

[Order](#) 26,703 - authorizing Change Order No. 4 to the contract with Casey Smith LLC dba/Service Pro for the Residential Grass Mowing Contract (10-19-M) to add recently acquired property to the contract for the increased amount of \$1,800; bringing the total yearly contract amount to \$57,985

[Order](#) 26,704 - authorizing Change Order No. 2 to the contract with The EADS Group for the New Baltimore Street Town Center Project (12-16-M) for continued out-of-scope work based on Cochran Studio review for the increased amount of \$50,630; bringing the total estimated design cost to \$676,876.58

[Order](#) 26,705 - accepting the sole source proposal from Century Engineering to perform field work necessary to update the title research for the Evitts Creek Watershed in order to complete a boundary survey in the amount not-to-exceed \$45,000

Order 26,706 - authorizing payment to Michael S. Cohen, Assignee for the Purpose of Foreclosure, the amount of \$48,000 to effect the sale of 203 Baltimore Street, which was purchased by the City through public sale at the Circuit Court of Allegany County on October 18, 2019

VII. Public Comments

All public comments are limited to 5 minutes per person

VIII. Adjournment

File Attachments for Item:

Ordinance 3875 (*2nd and 3rd readings*) - authorizing the terms for the conveyance of 27 Ridgeway Terrace to Greis Kaarvaliksen for the amount of \$1,500 and authorizing execution of a deed to effect the conveyance

ORDINANCE NO. 3875

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO AUTHORIZE THE TERMS FOR THE CONVEYANCE OF 27 RIDGEWAY TERRACE, CUMBERLAND, MARYLAND TO GREIS KAARVALIKSEN AND TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 27 Ridgeway Terrace, Cumberland, Maryland (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 26,515, passed by the Mayor and City Council on September 3, 2019;

WHEREAS, as stated in the aforesaid Order, the City intended to sell the Property to Greis Kaarvaliksen for \$1,500.00; and

WHEREAS, the purpose of this Ordinance is to effect the aforesaid intent.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall sell the Property to Greis Kaarvaliksen for the sum of \$1,500.00 subject to the following terms and conditions:

- A. He shall pay all recordation and transfer taxes required to record the deed effecting the conveyance of the Property to him;
- B. He will pay the deed recordation fee charged by the court;
- C. He will pay the City and County real estate taxes due from the date of the deed through the remainder of the tax year and will assume

responsibility for the payment of those taxes thereafter;

- D. The Property will be transferred to him by means of a quitclaim deed containing no warranties or covenants of any kind;
- E. He shall pay the City's \$100.00 deed recordation fee;
- F. The conveyance shall be made by means of the deed attached hereto.

SECTION 2: AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute a deed conveying the Property to Kaarvaliksen 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 _____, 2020.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

NO TITLE SEARCH PERFORMED

THIS QUITCLAIM DEED, made this ____ day of _____, 2020, by and between **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation, party of the first part, and **GREIS KAARVALIKSEN**, party of the second part.

WITNESSETH:

NOW THEREFORE, that for and in consideration of the sum of One Thousand Five Hundred Dollars (\$1,500.00) and for the other good and valuable considerations described hereinafter, the receipt of all of which is hereby acknowledged, the party of the first part does hereby quitclaim to the party of the second part, his personal representatives, heirs and assigns, all of the party of the first part's right, title, interest and estate in and to the following described pieces or parcels of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL that lot or parcel of ground situate on the east side of Ridgeway Terrace in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 18 in Holzshu's Addition to Cumberland, said property also sometimes known and designated as No. 27 Ridgeway Terrace, Cumberland, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at a stake standing on the east side of Ridgeway Terrace, distant South 75 degrees East 40 feet from the end of the third line of the lot of ground conveyed to George M. Kring by deed recorded in Liber 74, folio 667, of the Land Records of Allegany County, Maryland, and running thence South 75 degrees East 150 feet; thence South 15 degrees West 50 feet; thence North 75 degrees West 150 feet to Ridgeway Terrace; and thence with said terrace, North 15 degrees East 50 feet to the beginning.

IT BEING the same property which was conveyed from David A. Goad, Sheriff of Allegany County, Maryland to Mayor and City Council of Cumberland by deed dated April 16, 2010 and recorded among the Land Records of Allegany County, Maryland in Book 1694, folio 501.

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 properties unto the party of the second part, his personal representatives, heirs and assigns in fee simple.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be executed in its name, under seal and duly attested, all on the day and date first above written.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring, City Clerk

By: _____(SEAL)
Raymond M. Morris, Mayor

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

I HEREBY CERTIFY, that on this _____ day of _____, 2020, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morris**, 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. He further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$1,500.00 and that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN

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

ORDER NO. 26,515

DATE: September 3, 2019

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

WHEREAS, the Mayor and City Council of Cumberland is the record owner of certain parcels of real property, together with the improvements thereon, which are known as 17 N. Waverly Terrace, 19 N. Waverly Terrace and 27 Ridgeway Terrace in Cumberland, MD (hereinafter referred to as the "Properties"), the Properties being more particularly described in the Land Records of Allegany County, Maryland as:

1. 17 N. Waverly Terrace – Book 2085, Page 40
2. 19 N. Waverly Terrace – Book 2289, Page 334
3. 27 Ridgeway Terrace – Book 1694, Page 501; and

WHEREAS, the Properties have been determined to be surplus properties by the Mayor and City Council of Cumberland;

IT IS, THEREFORE, ORDERED, by the Mayor and City Council of Cumberland, that:

1. The Properties are hereby declared to be surplus in accordance with the provisions of Section 1 of the Charter of the City of Cumberland; and
2. The Mayor and City Council of Cumberland intend to donate the Properties to Greis Kaarvaliksen; and
3. The after passage of twenty (20) days from the date of this Order and the passage of an Ordinance authorizing the execution of the Deed effecting the conveyance of the Properties, formal transfer of the Properties to Greis Kaarvaliksen may proceed.



Raymond M. Morriss, Mayor

APPROVED SEP - 3 2019

File Attachments for Item:

Order 26,699 - accepting the 2020 Analysis of Impediments to Fair Housing Choice in the City of Cumberland

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

ORDER NO. 26,699

DATE: September 1, 2020

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

THAT, the 2020 Analysis of Impediments to Fair Housing Choice in the City of Cumberland, which provides findings and a potential plan of action to determine how Community Development Block Grant Program (CDBG) funds can be leveraged to affirmatively further fair housing and to address impediments in Cumberland, be and is hereby accepted.

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 26,700 - declaring certain equipment and vehicles as surplus and authorizing them for sale

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

ORDER NO. 26,700

DATE: September 1, 2020

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 by offering them for sale through public bidding;

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:

<i>Unit #</i>	<i>Dept.</i>	<i>Year</i>	<i>Make</i>	<i>VIN</i>
9	Police	2004	FORD CROWN VICTORIA	2FAFP71W24X134541
6	Police	2004	DODGE DURANGO 4X4	1D4HB38N94F183189
8	Police	2006	FORD CROWN VICTORIA	2FAFP71W26X133621
21	Police	2006	CHEVROLET TRAILBLAZER	1GNDT13S662184635
26	Police	2006	FORD CROWN VICTORIA	2FAFP71W66X133623
33	Police	2004	FORD CROWN VICTORIA	2FAFP71W34X134547
39	Police	2002	FORD CROWN VICTORIA	2FAFP71W22X108163
112	Com. Dev.	2005	CHEVROLET TRAILBLAZER	1GNDT13S752262709
205	Street	2008	CHEVROLET 4X4 DUMP WITH PLOW & SPREADER	1GBJK34688E180216
225	Street	1991	FORD F-350 - BRINE TANK & SPRAYER	1FDJF37H6MNA40006
233	Street	2008	CHEVROLET SILVERADO CREWCAB	1GBHC33K78F185735
236	Street	1994	BOBCAT LOADER MODEL 753	512716136
503	P&R	1999	CHEVROLET K25000 4X4 PICKUP TRUCK	1GCGK29R8XF076658
504	Parks & Rec	1998	CHEVROLET ASTRO VAN	1GNDM19W0WB212226
535	Parks & Rec	1987	SNOWCO TRAILER	1S6-TUE4S-1-HA-000948
611	Sewer	2000	FORD F650 DUMP TRUCK	3FDNF6583YMA27767
612	Sewer	2006	CHEVROLET SILVERADO DUMP TRUCK W/PLOW	1GBJK34U16E142466
615	Sewer	1999	CHEVROLET CG21405 CARGO VAN	1GCGG25R9X1097314

705	WWTP	1993	FORD F-250 PICKUP 4x4	1FTHF26H5PLA39590
713	Cen. Serv.	1993	FORD F-250 W/PLATFORM LIFT	1FTHF26H3PLA39510
716	Cen. Serv.	2002	GMC SIERRA 4WD PICKUP	1GTEK19V32E181847
215LM	Parks & Rec		CUB CADET HEAVY-DUTY GT 2542	
Breaker	Street		HYDRAULIC BREAKER FOR SKID STEER	
Plow Blade	Street		PLOW BLADE FOR SKID STEER	
SP-1	Street		SWENSON ELECTRIC UNDER TAILGATE SALT SPREADER	1115-9273
SP-2	Street		SWENSON ELECTRIC UNDER TAILGATE SALT SPREADER	0215-50738
Street Trailer 1	Street		5'x12' UTILITY TRAILER	
Tank	Parks & Rec	2008	CUB CADET COMMERCIAL TANK 60"	2D288Z80045
Toro	Parks & Rec		Toro Z-Turn	

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 26,701 - authorizing execution of an Easement Agreement with the Housing Authority of the City of Cumberland to grant the City a Permanent Easement and Revertible Easement regarding the prior construction of a water main through property owned by the Housing Authority in the vicinity of Banneker Gardens (Allegany County Land Records, Deed Liber 625, folio 207)

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

ORDER NO. 26,701

DATE: September 1, 2020

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

THAT, the Mayor be and is hereby authorized to execute an Easement Agreement by and between the Mayor and City Council of Cumberland and The Housing Authority of the City of Cumberland granting the City a Permanent Easement and Revertible Easement regarding the construction of a water main through property owned by the Housing Authority in the vicinity of Banneker Gardens (Allegany County Land Records Deed Liber 625, folio 207).

Raymond M. Morriss, Mayor

THIS EASEMENT AGREEMENT (“Agreement”), made this ____ day of August, 2020, by and between **The Housing Authority of the City of Cumberland** (the “Owner”), a housing authority organized under the laws of the State of Maryland, and **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation.

WITNESSETH:

WHEREAS, the Owner owns the real property described in the deed from the City to the Owner dated March 21, 1995 and recorded among the Land Records of Allegany County, Maryland in Deed Liber 625, folio 207, the said real property hereinafter being referred to as the “Property”; and

WHEREAS, in connection with its conveyance of the Property to the Owner, the City intended to reserve an easement for the purposes described hereinafter, but it did not do so; and

WHEREAS, the City requires such an easement as the water main has been constructed and is in use.

NOW THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) paid by the City unto the Owner and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Owner does hereby grant, give and convey unto the City, its successors and assigns, the easements described hereinafter as follows:

1. **Permanent Easement.** The Owner grants, gives and conveys to the City, its successors and assigns, in perpetuity, an easement (referred to hereinafter as the “Permanent Easement”) over, in, across, through and under the portions of the Property designated as the Permanent Easement and Revertible Easement on the plat (the “Plat”) attached hereto and incorporated by reference herein as Exhibit A. The Permanent Easement is for the purpose of laying, constructing, operating, maintaining, removing, relocating, repairing and/or replacing the

aforesaid water line or lines and appurtenances thereto.

2. **Access Easement.** The Owner grants, gives and conveys to the City the rights and privileges of ingress, egress and regress over and upon the Property, in perpetuity, for the purpose of accessing the Permanent Easement.

Covenants and Agreements Applicable to Easements

The parties hereto covenant and agree that the following terms and provisions shall apply with respect to the easements hereinbefore granted (collectively, the "Easements"), the said covenants and agreements being deemed to touch and concern the land and run with it:

1. Upon the completion of construction activities in the area of the Easements, the City shall cause all construction debris to be removed from the Property and, subject to applicable law, shall cause the ground disturbed by the aforesaid construction activity to be reseeded, to the extent necessary, and contoured to flow with and match the surrounding area.
2. In the event it is necessary to alter or relocate the path of the water line(s) and appurtenances thereto in order to comply with applicable laws, regulations or permits or where conditions in the field or other conditions beyond the control of the City render it impractical or impossible to alter or relocate the line(s) and appurtenances thereto where shown on the Plat, the City shall have the right to relocate the Permanent Easement to a path which is as close as is practicable to its original location, due consideration being given to the Owner's desires with respect to the same. In the event it is necessary to alter the location of the Permanent

Easement, upon the request of the City, the Owner shall execute an amendment to this Agreement showing the manner in which it was relocated.

3. No buildings or structures of any kind shall be erected within the boundaries of the Permanent Easement except upon the written consent of the City.
4. The Owner shall not change the depth of cover in the Permanent Easement, conduct grading operations within the Permanent Easement or operate heavy machinery or equipment therein except upon the written consent of the City.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names and their seals hereunto affixed, all on the day and date first above written.

WITNESS/ATTEST:


**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring,
City Clerk

By: _____ (SEAL)
Raymond M. Morriss, Mayor

**THE HOUSING AUTHORITY OF THE
CITY OF CUMBERLAND**

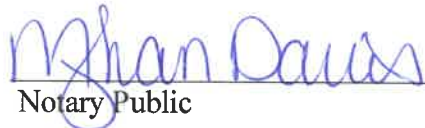


By:  _____ (SEAL)
Steven J. Kesner, President and Chief
Executive Officer

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

I HEREBY CERTIFY, that on this 11 day of August, 2020, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Steven J. Kesner**, known and/or satisfactorily identified to me, the President and Chief Executive Officer of the Housing Authority of the City of Cumberland and acknowledged the foregoing instrument to be the act and deed of The Housing Authority of the City of Cumberland and made oath that 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 \$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 is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.



Notary Public

My commission expires: April 21, 2024



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

I HEREBY CERTIFY, that on this _____ day of _____, 2020, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known and/or satisfactorily identified to me, the Mayor of Mayor and City Council of Cumberland, and acknowledged the foregoing instrument to be the act and deed of Mayor and City Council of Cumberland and made oath that he is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

Notary Public

My commission expires: _____

ATTORNEY CERTIFICATION

The undersigned hereby certifies that this instrument was prepared by or under the supervision the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

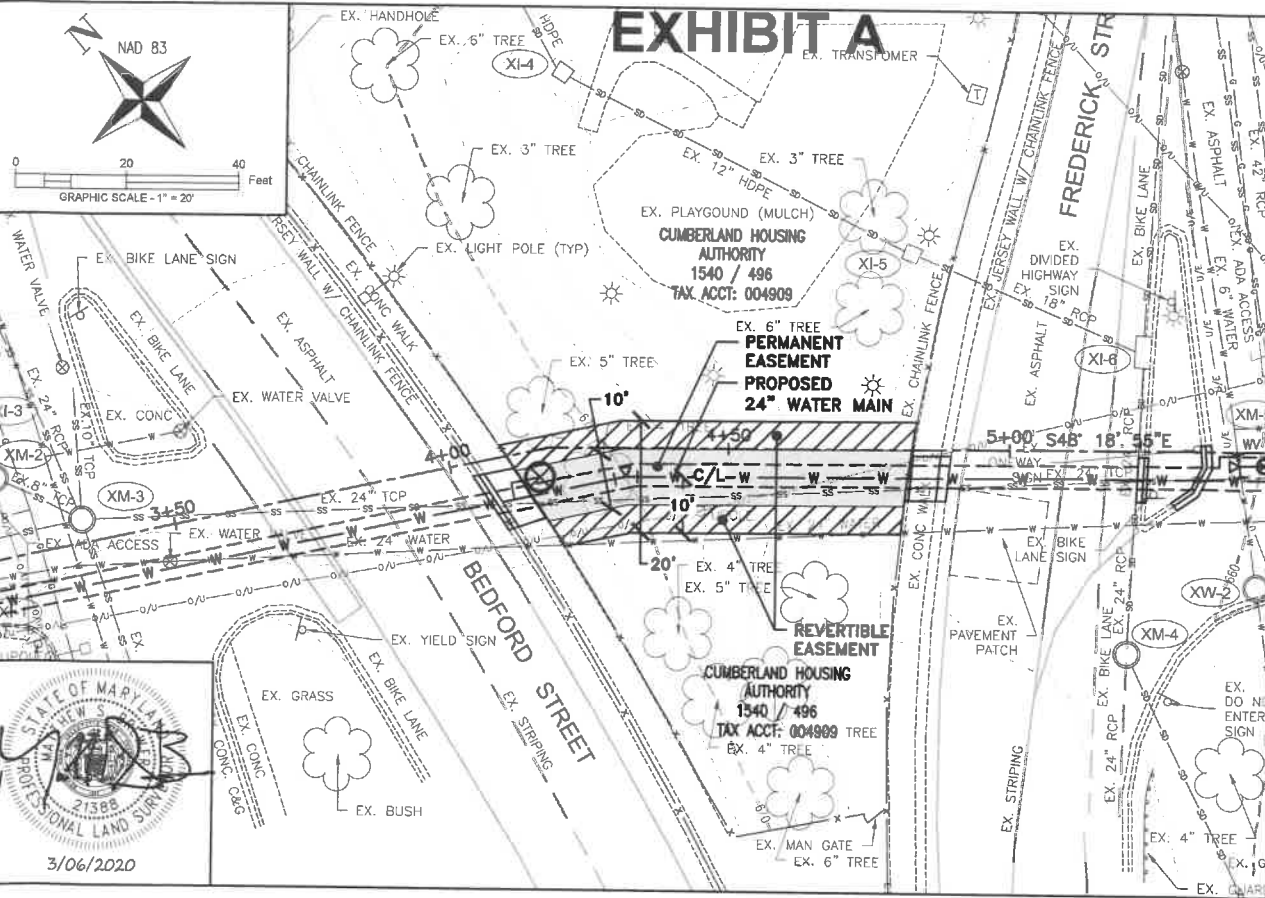


Michael Scott Cohen

EXHIBIT A

EASEMENT AGREEMENT - EXHIBIT A

made for
CUMBERLAND HOUSING AUTHORITY
 314 FREDERICK STREET, CITY OF CUMBERLAND
 ALLEGANY COUNTY
 MARYLAND



GRAPHIC SCALE - 1" = 20'



3/06/2020

SCALE: 1" = 20'	TAX MAP 104	PARCEL 702F	MARCH 06, 2020
CRD FILE: 19094	DRAWN: SM	APPROVED: MB	CHECKED: MB
PROJECT No. 2019094			



Surveyors | Engineers | Planners

Bennett Brewer & Associates, LLC
 23 East Main Street, Suite 200
 Potosi, MD 21132
 Phone 301-667-0494

File Attachments for Item:

. Order 26,702 - authorizing Change Order No. 2 to the contract with Casey Smtih LLC dba/Service Pro for the Non-Residential Grass Mowing Contract (11-19-M) to add City-owned property at 322 S. Central Avenue for the increased amount of \$1,200, bringing the total yearly contract amount to \$42,360

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

ORDER NO. 26,702

DATE: September 1, 2020

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

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 2 to the original contract with Casey Smith LLC dba ServicePro, 15707 Saint Patrick's Church Road, NW, Mount Savage, Maryland 21545 for City Project "Non-residential Grass Mowing" (11-19-M) to add City-owned property on 322 S. Central Avenue for the increased amount of One Thousand, Two Hundred Dollars and No Cents (\$1,200.00), bringing the current contract value to Forty One Thousand, Three Hundred Sixty Dollars and No Cents (\$41,360.00).

Raymond M. Morriss, Mayor

Casey Smith LLC dba ServicePro	Contract Price
Original Contract Price	\$38,400
Change Order No. 1	\$ 1,760
Change Order No. 2	\$ 1,200
New Contract Price	\$42,360

Budget - Parks Department 001.078.20100

City of Cumberland

Change Order Number: 2

Project: Non-Residential Grass Mowing Contract
City Project No.: 11-19-M
Purchase Order No.: 2021-139
Contractor: Service Pro
Vendor No.: 239

The Change Order modifies (adds or deletes work) the contract as follows:

Add / Delete	Unit	Est # of Cuttings	Cost Per Cutting	Description	Delete	Add
Mowing of City Owned Property Throughout the City of Cumberland						
Add	EA	20	\$60.00	322 S Central Ave		\$1,200.00
TOTALS					\$0.00	\$1,200.00

The Original Contract Sum was:

The Original Contract Sum was:	\$38,400.00
Previous Change Orders:	\$1,760.00
Contract Sum as a result of Previous Change Orders:	\$40,160.00
The Contract Sum increased/decreased by this Change Order:	\$1,200.00
The New Contract Sum as a result of this Change Order is:	\$41,360.00

Contract Time Change: No time added

Recommended by: *Derrid Dinn* 8/26/20
 Contract Admin Officer Date

Contractor: Service Pro

Accepted by: *Ralph [Signature]* 8/26/20
 Director of Engineering Date

Approved By: _____ Date
 City Administrator

Mayor and City Council Order Number Authorizing this Change Order: _____

Council Agenda Summary

Meeting Date: September 1, 2020

Agenda Item Number:

Key Staff Contact: Derrik Grimm

Item Title:

Change Order No 2 to Non-Residential Mowing Contract

Summary:

This change order is to add properties owned by the City at 322 S Central Ave. This property will now be part of the year 2 contract, carrying into year 3. This will add an additional \$1,200.00 to the current contract. The new contract value will be \$41,360.00. Original contract was approved with M&CC order no. 26,461, change order 1 was approved with M&CC Order no. 26,666.

Issues and Considerations:

<i>Fiscal Impact:</i>	
Is this item budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	001.078.20100
Value of award:	\$1,200.00 for project total \$41,360.00
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Match provisions:	Enter Text Here
Is this a sole source purchase? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	

File Attachments for Item:

. Order 26,703 - authorizing Change Order No. 4 to the contract with Casey Smith LLC dba/Service Pro for the Residential Grass Mowing Contract (10-19-M) to add recently acquired property to the contract for the increased amount of \$1,800; bringing the total yearly contract amount to \$57,985

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

ORDER NO. 26,703

DATE: September 1, 2020

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

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 4 to the current contract with Casey Smith LLC dba ServicePro, 15707 Saint Patrick's Church Road, NW, Mount Savage, MD, 21545, for City Project "2019 Residential Grass Mowing" (10-19-M) to add recently acquired properties to the contract for the increased amount of One Thousand, Eight Hundred Dollars and No Cents (\$1,800.00) for FY21, bringing the yearly contract amount to Fifty-Seven Thousand, Nine Hundred Eighty-Five Dollars and No Cents (\$57,985.00).

Raymond M. Morriss, Mayor

Casey Smith LLC dba ServicePro	Amount
Original Contract Amount	\$45,460.00
Change Order No. 1	\$ 975.00
Change Order No. 2	\$ 5,475.00
Change Order No. 3	\$ 4,800.00
Change Order No. 4	\$ 1,800.00
New Contract Amount	\$57,985.00

Budget - 001.078.20100

Council Agenda Summary

Meeting Date: September 1, 2020

Agenda Item Number:

Key Staff Contact: Derrik Grimm

Item Title:

Change Order No 4 to Residential Mowing Contract

Summary:

This change order is to add properties recently acquired by the City at various locations within City Limits. These will be added to the contract to allow mowing through the end of the FY. These properties will now be part of the year 2 contract, carrying into year 3. This will add an additional \$1,800.00 to the current contract. The new contract value will be \$57,985.00. Original contract was approved with M&CC order no. 26,462, change order 1 was approved with M&CC Order no. 26,564, change order 2 was approved with M&CC Order no. 26,634, and change order 3 was approved with M&CC Order no. 26,667.

Issues and Considerations:

<i>Fiscal Impact:</i>	
Is this item budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	001.078.20100
Value of award:	\$1,800.00 for project total \$57,985.00
If item is not budgeted, does the budget need to be appropriated? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Match provisions:	Enter Text Here

Is this a sole source purchase? Yes No (If so, attach department recommendation and approval from City Administrator.)

File Attachments for Item:

. Order 26,704 - authorizing Change Order No. 2 to the contract with The EADS Group for the New Baltimore Street Town Center Project (12-16-M) for continued out-of-scope work based on Cochran Studio review for the increased amount of \$50,630; bringing the total estimated design cost to \$676,876.58

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

ORDER NO. 26,704

DATE: September 1, 2020

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

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 2 to the current contract with The EADS Group for the New Baltimore Street Town Center Project (12-16-M) for continued out-of-scope work based on Cochran Studio project review for the increased amount of \$50,630 (Fifty Thousand, Six Hundred Thirty Dollars); bringing the total estimated design cost to \$676,876.58 (Six Hundred Seventy Six Thousand, Eight Hundred Seventy-Six Dollars and Fifty-Eight Cents).

Raymond M. Morriss, Mayor

EADS Original Award	\$ 314,796.53
Change Order No. 1	311,450.05
Change Order No. 2	50,630.00
Total Contract	\$676,876.58

Budget - 015.099.20100

14 July 2020

City of Cumberland
Attn: Mr. Robert Smith, Project Manager
57 N. Liberty Street
Cumberland, MD 21502

**CITY OF CUMBERLAND, ALLEGANY COUNTY, MARYLAND
BALTIMORE STREET HISTORIC TOWN CENTRE PROJECT
ENGINEERING SUPPLEMENT DUE TO REVISED PROJECT SCOPE**

Dear Mr. Robert Smith:

As we are eagerly anticipating the completion of design development for the redesign of Baltimore Street, we look to move forward efficiently and effectively. Through the struggles of the recent months, we have made all efforts possible to work with the City under the direction of Mayor and City Council for the continued advancement of this project. During this time, it was brought to our attention that Cochran Studio would be reintroduced into the project as a liaison to the City. It is our understanding they were instructed to review the plans, details, and specifications prepared by EADS and provide feedback to us to ensure the project will maintain the concept vision that was previously created by Cochran Studio and approved by Mayor and City Council. It was expressed to the City that this additional coordination effort was not within our scope of work and could potentially result in additional fees. Through Cochran's reviews and mark-ups, liberties were taken to further tweak the concept design and set forth new recommendations which deviated from the original concept approved by the City and for which EADS was charged with advancing to final design. Many of these changes resulted in EADS having to redo work. As we were directed to continue making progress toward the 90% submission, we were also tasked to evaluate the out of scope items proposed by Cochran for potential engineering conflicts. Appendix A provided herein is a detailed list of man hours and engineering services fees directly attributed to the recent changes made by Cochran Studio. These items are separated by items that have already been completed and items that have yet to be completed. We submit this supplement and detailed breakdown to the City of Cumberland for review and approval.

Please do not hesitate to contact me if you have any questions.

SUMMARY

EADS Site Engineering Services – Out of Scope Work (Completed to conform with Cochran Direction)	\$ 8,225.00
EADS Site Engineering Services – Out of Scope Work (To be Completed to conform with Cochran Direction)	+ 10,325.00
EADS Electrical Engineering Services Out of Scope Work (To be Completed to conform with Cochran Direction)	+ 32,080.00

TOTAL SUPPLEMENT AMOUNT.....\$ 50,630.00

Respectfully submitted,
The EADS Group, Inc.

Andrew M. Fedorko

By: Andrew M. Fedorko, P.E.

Approval of Supplement and Notice to Proceed with the Work

City of Cumberland Authorized Signature

Date

r:\2169 cumberland\17509 new baltimore st town center\01 admin\proposal\supplement\190530_baltimore street supplement.docx



APPENDIX A

Out of Scope Engineering Services - Previously Completed
(In Connection with Cochran Coordination During Design Phase)

Items

1. Review of Cochran's Supplemental Recommendations #1 (Provided May 4th) Included Comment Spreadsheet and Redlined 30% Submission Drawings – Steve, Andy, Greg
4 hrs – Steve, 1 hr – Greg, 2 hrs – Andy
2. Response to Comment Review (May 13th)
0.5 hrs - Andy
3. Conference Call with Greg, Andy, Steve, Bob, John (May 14th) – 10am to 11am regarding Cochran comments. It was requested an additional call be made to coordinated directly with William.
1 hr – Steve, 1 hr - Greg, 1 hr – Andy
4. Preparation of Fiber Optic Graphic, Waterfall step graphic for meeting (May 15th)
2 hr – Steve, 1 hr – Greg
5. Receive and Review the City's feedback for Cochran Comment Spreadsheet (May 19th)
2 hr – Steve
6. Receive and Review Meeting Agenda for Conference Call (May 22nd)
1 hr – Steve
7. Conference Call with Greg, Andy, Steve, Bob, William, Zolna, Al Key (May 22nd) – 11am to 2 pm
3 hrs – Steve, 3 hrs - Greg, 3 hrs - Andy
8. Prepare Fountain Plan Recommendation for rear access and building separation and provide to the City along with waterfall step graphic (May 22nd)
1 hr – Steve, 0.5 hrs - Greg
9. Revise Silva Cell layout as requested to maximize the number of cells used. (May 25 - May 27)
20 hrs – Steve
10. Revise paver border in plans, which were not clearly identified in the original recommendation package (May 25 - May 27)
4 hrs – Steve
11. Coordinate with Al Key to review new Silva Cell Layout (May 27)
2 hr - Steve
12. Coordination with Nathan Greise (Columbia Gas) for additional gas line relocation due to expansion of Silva Cells on Liberty Street (May 29)
1.5 hrs - Steve
13. Prepare graphics and coordinate with Pete Peterman (MD Broadband Co-Op) to verify that new Silva Cell layout is not intrusive to the current fiber optic layout. (June 3rd)
2 hrs – Steve
14. Review of Cochran's Supplemental Recommendations #3 (Provided June 17th)
3 hrs – Steve, 1 hr - Andy
15. Procurement and revision of round and box planter details included in Recommendation package #3, which EADS had already completed (June 25th)
1.5 hrs - Steve
16. Preparation of Site Work Supplement
5 hrs – Steve, 1 hr – Greg, 3 hrs - Andy
17. Preparation of Electrical Work Supplement
Mike \$1,450

SUBTOTAL.....\$8,225



Out of Scope Engineering Services – To Be Completed
(In Connection with Cochran Coordination During Design Phase)

Site Work: Although parklet detailing was not completed at the time of the recent redesign of the parklets by Cochran, we had plans developed based on the original Cochran Concept Design. The redesigns require EADS to redo work previously completed.

1. Mechanic Street Parklet Redesign - Includes relocation of Trees, Silva Cells, Pathway Light and power pedestal layout, Sunami Tensile Structure locations, and layout of curvilinear curbing and pathways, additional plantings in bedding areas.
24 hours – Steve
4 hours – Greg
2. Liberty Street Parklet Redesign - Redesign of Fountain to separate from buildings, provide rear access, and coordinate with Watercraft for the necessary modifications. Modify Proposed Reference Drawings for design layout changes. Redesign Silva Cell layout configuration, piping tie ins, and curb support for circular tree pits in Utility Plans. Modification of cost estimate. Evaluating existing and proposed utilities for design conflicts. Design of waterfall footing and accounting for building clearances.
42 hours – Steve
8 hours – Todd
6 hours – Greg
3. Centre Street, Liberty Street, and CBIZ Alley
 - a. Graphic depiction of paver modification from 8"x8" to 6"x6" pavers.
2 hours – Steve
 - b. Utility investigation and placement of light standards along Centre and Liberty Street.
8 hours – Steve

SUBTOTAL.....\$10,325

Electrical Work:

1. Review of Cochran's Supplemental Recommendations #2 (Provided May 13th) Included Cost Estimate of Waterfall, Lighting Changes, Waterfall Drawings, Revised Lighting Layout Options.
3.5 hrs – Steve, 2 hr – Greg, 2 hrs – Andy
2. Coordination with Mike McLucas to prepare a price proposal for lighting plan modifications (May 21st) **4 hrs – Steve**
3. Review Lighting Layout Options with Greg and contact the City to explain the changes made by Cochran and the resulting electrical changes. (May 28) **2.5 hrs – Steve, 1 hr - Greg**
4. Reduction of 16' poles to 12' poles - **\$590**
5. Modify 16' light standards in the Mechanic Street Parklet to be pathway lights - **\$5,782**
6. Elimination of 2 full sized poles in CBIZ Alley – **\$2,242**
7. Revision of Liberty Street Parklet to only include 12' light pole – **\$2,242**
8. Relocating existing Liberty and Centre Street light poles locations and adding additional lighting poles on the opposite side of each street – **\$8,732**
9. Removal of the Duplex at the top of all light poles - **\$2,006**
10. Providing the dimming feature to all sidewalk lighting (except pathway lights) - **\$7,198**

SUBTOTAL.....\$32,080

TOTAL..... \$50,630



Council Agenda Summary

Meeting Date: September 1, 2020

Agenda Item Number:

Key Staff Contact: Robert Smith, Derrik Grimm

Item Title:

Change Order No 2 with The EADS Group for the New Baltimore Street Final Design.

Summary:

The City's design consultant, the EADS Group, has request an increase in their engineering fees as permitted per our contract. Cochran Studio was reintroduced to the project as a liaison to the City under the understanding they would review the plans, details, and specifications prepared by EADS and provide feedback to ensure the project will maintain the concept vision. EADS expressed to the City that this additional coordination effort was not within their scope of work. Through Cochran's reviews, there was further deviation from the original concept design approved by the Mayor and City Council. Most of these deviations resulted in EADS having to redo work. The value of the original contract was finalized in September of 2017 for a total estimated cost of \$314,796 with M&CC Order 26,197. This was amended with M&CC Change Order 26,506 when The Cochran study was provided to EADS which increased the scope of work and the contract was increased \$311,450. EADS is requesting an increase of \$50,630 due to continued out of scope work from working with Cochran Studio. This will bring the total estimated design cost to \$676,876.58.

Issues and Considerations:

City Engineer to execute the agreement for change in work to add the additional fees and time to the current contract. The redesign work performed under this change order will provide a project construction savings over \$130,000 in material cost.

<i>Fiscal Impact:</i>	
Is this item budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	115.099M.20100
Value of award:	\$50,630
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Match provisions:	Enter Text Here
Is this a sole source purchase? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	

File Attachments for Item:

. Order 26,705 - accepting the sole source proposal from Century Engineering to perform field work necessary to update the title research for the Evitts Creek Watershed in order to complete a boundary survey in the amount not-to-exceed \$45,000

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

ORDER NO. 26,705

DATE: September 1, 2020

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

THAT, the sole source proposal from Century Engineering, 1- North Third Street, Oakland, MD 21550, to perform field work necessary to update the title research for the Evitts Creek Watershed in order to complete a boundary survey be and is hereby accept in the amount not-to-exceed \$45,000 (Forty-Five Thousand Dollars).

Raymond M. Morriss, Mayor

Budget: 002-220-45701



10 NORTH THIRD STREET
OAKLAND, MARYLAND 21550
PHONE: 301 334 2090
800 318 6867
FAX: 301 334 2305

August 18, 2020

Anita Simmons
City Forester
57 N. Liberty Street
Cumberland, MD 21502

REF: Property Line Survey Proposal for Evitt's Creek Survey

Ms. Simmons:

For your project, Century must update the title research and continue the field work. The field work includes finding and/or setting property corners for both tracts. The deliverable for the project would be four mylar sets of plats as well as digital plats (*.pdf document format).

The total for all of this work is \$45,000. The field work should be completed when the foliage is off for winter and the plats completed after the field work is complete. We anticipate that the plats will be completed and provided to you before May 1, 2021.

We will begin as soon as you authorize us to do so. If you have any questions or comments, contact us.

Respectfully submitted,
Century Engineering, Inc.

Aaron J. Teets

Aaron J. Teets, P.E., Prof.L.S.



Derrick Grimm <derrick.grimm@cumberlandmd.gov>

Sole Source Request - Watershed Boundary Survey

2 messages

Derrick Grimm <derrick.grimm@cumberlandmd.gov>
To: Jeff Rhodes <jeff.rhodes@cumberlandmd.gov>
Cc: Robert Smith <robert.smith@cumberlandmd.gov>

Wed, Aug 26, 2020 at 1:30 PM

Mr. Rhodes,

I've attached the quote from Century Engineering, Inc. to perform the field work necessary to update the title research for the Evitts Creek watershed in order to complete the boundary survey. I am requesting permission to sole-source this repair to Century Engineering, Inc. for the purposes of continuing the past work that Century had done for us/Western PA Conservancy before the survey was paused in 2010. The amount will not exceed \$45,000.00 and the work is estimated to be completed before May 1, 2021. If you concur, I will advise Century of our intentions to get an order on the M&CC agenda on 9/1/20.

Thank you for your time and consideration,

--

Derrick Grimm

Contracts Admin. Officer

57 N. Liberty Street

Cumberland, MD, 21502

Direct: 301-759-6600

Fax: 301-759-6608

Email: derrick.grimm@cumberlandmd.gov

**PRP Evitts Creek.pdf**
90K

Jeff Rhodes <jeff.rhodes@cumberlandmd.gov>
To: Derrick Grimm <derrick.grimm@cumberlandmd.gov>
Cc: Robert Smith <robert.smith@cumberlandmd.gov>

Thu, Aug 27, 2020 at 9:33 AM

Yes, I approve.

Jeffrey D. Rhodes
City Administrator
City of Cumberland, Maryland
301-759-6424

Council Agenda Summary

Meeting Date: September 1, 2020
Agenda Item Number: 26-20-WFP
Key Staff Contact: Robert Smith, Derrick Grimm

Item Title:

Evitt's Creek Watershed Boundary Survey

Summary:

Evitt's Creek Watershed Boundary Survey. Century Engineering will update the title research and continue the field work which includes finding and/or setting property corners for both tracts. The deliverable for the project would be four mylar sets of plats as well as digital plats. Estimated completion will be May 1, 2021. Project cost \$45,000.00.

Issues and Considerations:

None.

<i>Fiscal Impact:</i>	
Is this item budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	002.220 45701
Value of award:	\$45,000.00
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Match provisions:	
Is this a sole source purchase? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	

File Attachments for Item:

. Order 26,706 - authorizing payment to Michael S. Cohen, Assignee for the Purpose of Foreclosure, the amount of \$48,000 to effect the sale of 203 Baltimore Street, which was purchased by the City through public sale at the Circuit Court of Allegany County on October 18, 2019

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

ORDER NO. 26,706

DATE: September 1, 2020

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

THAT, the City Comptroller be and is hereby authorized to make payment to Michael S. Cohen, Assignee for the Purpose of Foreclosure, the amount of \$48,000.00 (Forty-Eight Thousand Dollars) to effect the sale of 203 Baltimore Street, Cumberland, which was purchased by the City through public sale at the Circuit Court of Allegany County on October 18, 2019.

Raymond M. Morriss, Mayor

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

MICHAEL SCOTT COHEN, ET AL. :

Assignees :

vs. : CASE NO. C-01-CV-18-000454

JAMES L. MCKENZIE :

Defendant :

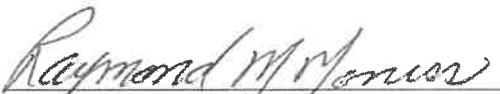
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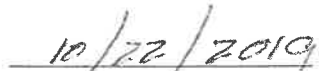
AFFIDAVIT BY PURCHASER(S)

The undersigned hereby affirms under the penalties of perjury that he provided bidding instructions to Assignee Michael Scott Cohen who attended the public sale held herein of the property, 203 Baltimore Street, Cumberland, MD 21502, which was held on October 18, 2019 at 11:00 a.m., and that to the best of his/her/their information, knowledge and belief:

- (1) by bid made by him and pursuant to his instructions, the property was bought by Mayor and City Council of Cumberland as principal;
 - (2) that no others were interested in said sale as principals;
 - (3) that he did not directly or indirectly discourage anyone from bidding on said property;
- and
- (4) that the bid price of \$48,000.00 was the successful bid.

The undersigned solemnly declares and affirms under the penalties of perjury that the contents of the foregoing paper are true to the best of his/her knowledge, information and belief.


Raymond M. Morris, Mayor,
Mayor and City Council of Cumberland


Date