



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

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

DATE: October 05, 2021

OPEN SESSION - 6:15 p.m.

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

1. Summary Statement of the closed meeting held September 22, 2021

Proclamations

1. Proclaiming October 15, 2021 in the City of Cumberland as White Cane Awareness Day

Approval of Minutes

1. Approval of the Work and Regular Session Minutes of July 6, 2021, and the Work and Regular Session Minutes of July 20, 2021

New Business

(A) Resolutions

1. Resolution No. R2021-06 - granting a property tax credit for the Cumberland Outdoor Club for the tax year 2021-2022

(B) Ordinances

1. Ordinance No. 3901 (*1st reading*) - Accepting bids for the purchase of six (6) parcels of property offered for sale through the "2021 Request for Bids - Surplus Property Round III" bid process, and authorizing the Mayor to execute deeds effecting the transfer to the successful bidders

(C) Orders (Consent Agenda)

1. Order 26,881 - authorizing the Police Chief to accept an FY22 Maryland Highway Safety Office Project Agreement Traffic Safety Grant in the amount of \$3,000.00 for police OT, concentrating on DUI reduction and occupant protection
2. Order 26,882 - appointing Rhonda Roy to the Cumberland Housing Authority for a five (5) year term to be effective October 31, 2021 through October 31, 2026
3. Order 26,883 - authorizing the Mayor to accept a deed from Northbranch Properties LLC for a certain parcel of real estate to be used to relocate Riverside Avenue, and accepting said parcel of land into the City's infrastructure and declaring it to be public right-of-way
4. Order 26,884 - appointing Councilman Joe George as the ex-officio member to the Cumberland Planning and Zoning Commission
5. Order 26,885 - approving L/B Water Service, Inc. as the sole source vendor for the purchase of water meters and smartpoints for FY22 and approving FY22 purchases of this equipment in the amount not to exceed \$170,000
6. Order 26,886 - accepting the proposal from Kiddy's Contracting for the "2021 Fall Tree Removal, Pruning, Stump Grinding Project" (17-21-M) in the estimated unit price of \$43,750
7. Order 26,887 - authorizing the execution of Change Order No. 2 for the "Replacement of Bridge A-C-06 on Baltimore St. Over Wills Creek Project" (9-18-BR) to amend the original contract of cost share agreement with Allegany County Government for invoices pertaining to the Final Design Services, with the County paying MDOT directly and seeking reimbursement from the City for its cost share portion estimated at \$3,892.65. This Change Order will increase the total reimbursement request to \$123,647.25, which is 20% of the estimated project cost of \$618,236.26.
8. Order 26,888 - authorizing the Mayor to execute a letter to the US Army Corp of Engineers, Baltimore District, and the MD Department of the Environment, Water and Science Administration, advising that the City of Cumberland, for the purpose of the Potomac River Mitigation Bank Project, accepts the ownership of the Cumberland Dam under the Blue Bridge, to allow for the dam to be removed
9. Order 26,889 - appointing Jeffrey F. Silka as the City Administrator for the City of Cumberland effective November 1, 2021
10. Order 26,890 - authorizing execution of an Employment Agreement with Jeffrey Silka for the position of City Administrator to be effective November 1, 2021, for a 3-year term, with automatic one-year renewals thereafter, contingent upon terms of the agreement
11. Order 26,891 - declaring 130 Polk Street (Tax No. 14-001255) as surplus property and authorizing it for sale through a closed bid process

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

1. Proclaiming October 15, 2021 in the City of Cumberland as White Cane Awareness Day

City of Cumberland
- MARYLAND -

Proclamation

- WHEREAS,** *the white cane, which every blind citizen of our state of Maryland has the right to carry, demonstrates and symbolizes the ability to achieve a full and independent life and the capacity to work productively in competitive employment; and*
- WHEREAS,** *the white cane, by allowing every blind person to move freely and safely from place to place, makes it possible for the blind to fully participate in and contribute to our society and to live the lives they want; and*
- WHEREAS,** *every citizen should be aware that the law requires that motorists and cyclists exercise appropriate caution when approaching a blind person carrying a white cane; and*
- WHEREAS,** *Maryland state law also calls upon employers, both public and private, to be aware of and utilize the employment skills of our blind citizens by recognizing their worth as individuals and their productive capacities.*

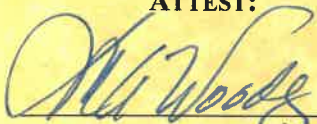
Now, Therefore, the Mayor and City Council of Cumberland,
do hereby proclaim October 15, 2021 to be

“White Cane Awareness Day”

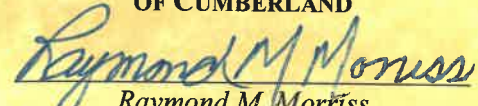
in the City of Cumberland, and do call upon our schools, colleges, and universities to offer full opportunities for training to blind persons; upon employers and the public to utilize the available skills of competent blind persons and to open new opportunities for the blind in our rapidly changing society; and upon all citizens to recognize the white cane as a tool of independence for blind pedestrians on our streets and highways.

Given under our Hands and Seals this 5th Day of October, in the Year 2021,
with the Corporate Seal of the City of Cumberland hereto attached,
duly Attested by the City Clerk.

ATTEST:


Marjorie A. Woodring
City Clerk

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**


Raymond M. Morris
Mayor

File Attachments for Item:

1. Approval of the Work and Regular Session Minutes of July 6, 2021, and the Work and Regular Session Minutes of July 20, 2021

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, July 6, 2021
5:00 p.m.

PRESENT: Raymond M. Morriss, President; Council Members: Seth Bernard, Richard Cioni, and Eugene Frazier. Council Member Laurie Marchini was absent.

ALSO PRESENT: Ken Tressler, Interim City Administrator; Marjorie Woodring, City Clerk; Mike Cohen, City Solicitor; Mark Gandolfi, City Comptroller, Media

I. AGENDA REVIEW – JULY 6, 2021

Mayor Morriss reviewed the Agenda, went over the Director's Reports and Minutes up for approval, and called for any questions or comments. Being none, Mr. Tressler reviewed the Unfinished Business and New Business ordinances:

Unfinished Business:

Ordinance 3892 (2nd & 3rd Readings) - accepting bids for the purchase of eight (8) parcels of real property solicited through the 2021 Surplus Properties Round II Request for Bids and authorizing transfer of those properties to the successful bidders.

Mr. Tressler advised that there are two more properties that they are working on which have reverter clauses, and said they are not ready yet.

New Business:

Ordinance 3893 (1st Reading) – accepting the bid from Robert B. Williams for the purchase of 500 Kingsley Avenue for the amount of \$300, and authorizing conveyance of the property and execution of a deed to effect the conveyance.

Mr. Tressler advised this was a previously unbid-on property that they are recommending the bid be accepted.

Mr. Tressler reviewed all items on the Consent Agenda:

Order 26,822 – authorizing the Chief of Police to enter into a Memorandum of Understanding (MOU) with the Allegany County Health Department for grant funding in the amount of \$10,000.00, to be used to conduct drug interdiction events throughout the city in hopes of reducing the illicit supply of opioids into the City

Mr. Tressler advised that Chief Ternent will be at the M&CC public meeting to talk more about this Order.

Order 26,823 – accepting the bid of American Hardwood Industries, LLC for the "Evitts Creek Water Company 2021 Watershed Timber Sale" (7-21-WFP) in the lump sum amount of \$130,555.60.

Mr. Tressler advised they were really happy with receiving over \$130K for this 2nd watershed timber sale.

Order 26,824 – declaring City-owned property at 322 S. Central Avenue (Tax No. 22-00934) to be surplus and authorizing it for sale through a closed bid process after the passage of 20 (twenty) days from the date of this Order.

Order 26,825 – authorizing execution of a Loan Agreement with the Allegany Museum for the loan of the City of Cumberland Gateway to the West banner commemorating the City's Bicentennial.

Order 26,826 – declaring a 2000 Jeep Cherokee (VIN #1J4FF48S5YL217120) and two (2) MX-Pro R3 manual ambulance cots to be surplus equipment and authority them for sale or trade-in.

Mr. Tressler advised that there is no immediate plans for these items, and said they will go into the surplus holding area for the next vehicle/equipment sale.

Order 26,827 - appointing Garland Kearney, Sr., to the Housing Authority of the City of Cumberland to fill the remaining term of Robert Godfrey, to be effective July 6, 2021, through October 31, 2024.

Order 26,828 – declaring certain computer equipment and electronics to be surplus and authorizing them to be scrapped or e-cycled.

Mr. Tressler advised that this was a very long list of very old equipment, containing mostly old monitors, laptops, and desktops.

Order 26,829 – authorizing the City Comptroller to allocate the use of funding for revenue loss recovery in accordance with calculations provided by the Treasury Interim Final Rule, which governs the use of ARPA funds; and approving the allocation of \$1,224,869.64 in ARPA eligible revenue loss funding for Calendar Year 2020.

Mr. Tressler advised that Mr. Gandolfi will talk more about this in the M&CC public meeting.

Order 26,830 - lifting the provisions of Section 11-113 of the City Code, entitled "Open Containers of Alcohol," in Constitution Park from 6:00 PM until 10:30 PM on Saturday, July 31, 2021, to accommodate the "Rock N Ribs in the Park" event; notwithstanding that open glass containers shall not be permitted.

Mr. Tressler advised that this will benefit the Food Bank and the Jaycees.

Order 26,831 – extending the current Collective Bargaining Agreements with the IAFF Local #1715 and the UFCW Local #1994 retroactively from July 1, 2021 through August 31, 2021

Mr. Tressler advised that they have an agreement with UFCW that was signed today, and will be on the next Regular M&CC meeting's agenda.

Order 26,832 - authorizing the Mayor to cast a vote on behalf of the Mayor and City Council to approve the Purdue Pharma, L.P. Bankruptcy Plan.

Mr. Tressler advised that this is related to the class action bankruptcy lawsuit, and said Purdue Pharma is just one of the companies being sued. He stated that they have a \$5B plan, and said the City will get a small fraction of that. Mr. Cohen advised that for this class action lawsuit, you either vote to approve the plan, or you're not part of the settlement, and stated that it makes no sense for the City to opt out since its such a small part. He added that it will be paid over a 9-year period, and will be given to the state for them to decide how it gets parceled out, and said at the end of the day, it's not going to be a significant windfall to the City.

II. LEGISLATIVE ISSUES

Mr. Cohen reviewed the memo that was sent out the day before. He advised that last year they talked about some legislative proposals for the state to consider regarding how the City should address matters pertaining to blighted property, particularly tax sales and sheriff's sales. Mr. Cohen advised that he came up with something new when Mr. Tressler took a look at tax sales overall, which are included in his updated memorandum of 7/5/21, and discussed all:

1. Treating local government municipal infraction liens like taxes for tax sale purposes.

Mr. Cohen advised that this would directly impact property owners and works to their detriment, and said there is not a high likelihood of this passing.

2. Eliminating the 6-month wait to file tax sale foreclosures.

Mr. Cohen advised that this would lessen time at a local level, that would enable the municipality to get a jump-start on blighted properties. He stated that foreclosure could possibly be instituted immediately, when properties are vacant, and said there's no reason to wait six months where they can fall into a more dilapidated condition.

3. Tax Sale Foreclosure Zombie Titles (Properties)

Mr. Cohen stated that this is really timely and a result of his conversation with Mr. Tressler about a significant number of large investors buying tax sale properties. Mr. Cohen discussed large investors who get to the point of the final order without ever transferring deeds, and then take a look at the properties to make the final decision to acquire. He said this results in "zombie" properties sitting there abandoned with essentially no owner. He also discussed a provision in the law regarding the certificate holder not taking a deed within 90 days of the final order. He added that when properties are sitting in limbo, there should be a way for the City to step in.

4. Disqualification/debarment of problem owners from buying properties as tax sale.

Mr. Cohen advised that this has to do with slum-lords bidding on properties in bad faith with no intention to do anything with them, other than renting them out to unsuspecting renters to take advantage of them. He advised that there are a

number of state-set criteria whereby bidders could be disallowed from bidding, and discussed knowing who in the area have bad reputations, and objective ways to determine how they can be excluded from acquiring new properties.

5. Section 14-811² (Properties which may be withheld from sale - unsafe or unfit for habitation)

Mr. Cohen advised the state passed this three years ago, allowing local governments to remove properties from tax sale, which he stated is not such a big deal. He advised that the certificate should be issued to the local government provided certain criteria are met.

6. Sheriff's sales

A. Adequacy of purchase price

Mr. Cohen advised that these properties can sometimes be picked up really cheaply, as no one comes to bid. He said the adequacy of the purchase price should be the basis for arguing that a sheriff's sale should not be ratified.

B. Disqualification/debarment of bidders

C. Good title/stripping of junior liens.

Mr. Cohen said there's no erasing of prior liens in a sheriff's sale, with the title being taken subject to all existing liens, which deters people from bidding. He advised that the idea is to have the same protocols in place regarding the stripping of junior liens, and said the extra delay is well worth it.

There was discussion about negligent owners, and not having an issue in the last two tax sales within the last three years. Mr. Tressler said that at this last tax sale there were 299 properties up for bid, with 101 being purchased, and 83 of those by tax sale investors. He said there was no sale in 2020, but stated that in 2017 and 2018 there were 16 and 17 certificates purchased, respectively, by investors, and advised that 9 are still out there with no taxes paid since then, with the county pulling them out of tax sale to start legal proceedings. Mr. Tressler stated that makes him pretty worried about these 83 properties now being purchased by the investors. He discussed the process necessary to complete the sale of properties, and said if nothing has been done between then and the next tax sale, there should be some way to tell the potential owners that they've lost their investment. Mayor Morriss stated that the amount of time they have needs to be reduced, with losing their rights within the year, not in two and a half years, and said they should have to start foreclosure procedures in maybe 90 or 180 days. Mr. Cohen stated that was never going to happen downstate, and added that it's unrealistic.

There was more discussion regarding the investors holding onto their certificates, with some being as long as 7 years, and no payments made. Mr. Cohen stated that these investors have taken these cases up to the point of final order in all of these instances. There was discussion about actuarial tables and the percentage of properties that will sell. Mr. Cohen explained how properties get flagged and not put back onto tax sale, and described a scenario explaining the time frame from sale to foreclosure, waiting until the last day to file, which could be 3 years down the

road, with no taxes paid, and at the end of 3 years, it gets sold again at tax sale, another six months for foreclosure, another 2 years to file, and on and on as time goes by.

Mr. Cohen discussed cases where the County has sold property that was previously sold at tax sale where foreclosure wasn't concluded, and said he would file a motion to strike the final order and dismiss the case, which gives them a clear run at the tax sale foreclosure. He said the problem is that this is the second round, and there has to be a better way, which is why he thinks the Zombie idea in his memo regarding including all liens is great. There was discussion about the next legislative breakfast, and sending the memorandum out to all the representatives right now, rather than waiting. Mayor Morriss advised he would get it to the MML legislative group as well, and said he thinks they will see it as a state-wide issue. Mr. Cohen stated to keep in mind that when making proposals it can be a big process to create legislation, and said the legislative staff will do the drafting to get it to the initial form to be presented to the legislators.

III. MAYOR AND CITY COUNCIL UPDATES

Councilman Bernard discussed the skate park project and advised that he met with the head of the steering committee, Cheyenne Jenkins. He said they had scouted out locations and stated that they wanted the location to be in Constitution Park. He mentioned the area across the road from the amphitheater that is owned by UPMC, and advised that Mr. Tressler will check on that. He also advised that Ms. Jenkins has spoken with Jake Shade, and said the County has promised most of the funding with an Open Space grant. Mr. Bernard also mentioned that Spawn Ranch, which did the Hagerstown skate park, if they can do it, will design the City skate park for free.

There was discussion on skate park fundraising and where the money needs to go. Mr. Tressler advised that the preference would be for them to hold onto the money, and said if they want to open a trust fund, they need to look at the legal aspects. Mayor Morriss advised that they need to set up a meeting with Mr. Gandolfi and Mr. Tressler about funding sources they can reach out to, and then to find the best way to set up an account. Mr. Bernard said the steering committee has an aggressive timeline, and wants the location hammered out by the end of the month. He added they want to brief M&CC on everything so they can apply for Open Space funding, which has a deadline sometime in August.

Councilman Cioni discussed the Splash Pad and reviewed his trip to Hagerstown to look at theirs, which he stated cost approximately \$200K, and said was a pretty simple design, but a very nice, well-used facility. He stated that having the splash pad inside the Constitution Park Pool, like Diane Johnson recommended, will save a lot of money and make it more doable. The Councilman suggested extending the pool area toward the day-camp to fit the splash pad in there, then have another entrance to the pool. He added that in Hagerstown, they have an \$80K contract with the YMCA for them to run the pool and provide staff. He added further that he had spoken to Let's Beautify Cumberland after the splash pad tour in Hagerstown, and said they showed interest in helping to look at areas in the park that they could beautify, as there is not sufficient staff on hand for that work.

Mayor Morriss agreed that LBC and volunteers can do certain things at the park, but said it's still incumbent on M&CC to have the master plan of what all the City wants to do - skatepark, splash pad, inviting picnic areas, pavilion updates, etc. He said that Constitution Park is an underutilized asset, and with some TLC it can be a great spot for the community.

Councilman Frazier advised on the scenic railroad, which is now running, and discussed the new CEO, saying he has some great ideas. He spoke about the Ice Cream Train that ran recently, at a

low cost, and said the railroad is trying to get the community involved more. The Councilman also discussed a meeting regarding concerts at Canal Place, and said next year they want to have a concert with a semi-well-known group once a month, with off-weeks scheduling free concerts with local talent. He discussed the maximum charge per ticket for the once-a-month concert as not more than \$25, generating up to \$75K from the concert which will help keep the concerts going. He added that another meeting will take place this coming Thursday.

There was discussion about the City taking the recommendation from the state to take over the CPPDA grounds, with Mayor Morriss advising that there is a task force, with Delegate Buckel, and said it's all a matter of what they decide and what the City is going to do. He also advised that there are different breakdowns of how the CPPDA can be divided, and said they'll just have to wait to see what the task force comes up with.

Councilman Frazier also advised that the HRDC will meet this Thursday, and said the HRC is getting ready for National Night Out coming up August 3rd. He also spoke about the Doors To Opportunity presentation and said they are working on getting donated doors for the display. He added that they will be meeting again next Monday.

Mayor Morris advised that he and Mr. Tressler had a meeting with Matt Miller and the Deputy Secretary of the DHCD from Annapolis over at the CEDC, and said it was a good conversation about potential housing things the City might do. The Mayor also advised on the work at the East Side School site, saying the work is continuing quickly, and added that underground piping has started. Mayor Morriss also mentioned LBC, and what a great job they did with the fireworks on Washington Street.

Mr. Cohen advised that there was another refinement to one of the legislative proposals that the wanted to add, and said he will get it to M&CC. He asked that it be emailed to the powers-that-be, or if they wanted to mail it he advised that he has a cover letter ready to share. Mayor Morriss advised that he will take care of communicating with the state official, and said they will get that going.

IV. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:04 p.m.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____



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

MINUTES

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

DATE: July 06, 2021

I. OPEN SESSION

1. 6:15 p.m. - Convene into Open Session

II. Pledge of Allegiance

III. Roll Call

PRESENT:

Councilman Seth Bernard
Councilman Richard Cioni
Councilman Eugene Frazier
President Raymond M. Morriss

Councilwoman Laurie P. Marchini was absent

Also Present: Ken Tressler, Interim City Administrator; Michael S. Cohen, City Solicitor; Marjorie A. Woodring, City Clerk; Mark Gandolfi, City Comptroller; Chuck Ternent, Chief of Police

IV. Proclamations

Mayor Morris read the proclamation and presented it to Police Chief Chuck Ternent, who provided information on the event, activities, and vendors. Mayor Morriss advised that the first Tuesday of August Mayor and City Council Public Meeting will be moved to Wednesday, August 4th, so that M&CC can attend the event. Chief Ternent discussed their partnership with the Salvation Army, and what a great asset they are to the community.

1. Proclaiming August 3, 2021 as National Night Out in Cumberland

V. Director's Reports

(A) Public Works

Motion to approve the report was made by Councilman Frazier, seconded by Councilman Cioni, and was passed on a vote of 4-0.

1. Maintenance Division monthly report for May, 2021

VI. Approval of Minutes

Motion to approve the minutes was made by Councilman Frazier, seconded by Councilman Bernard, and was passed on a vote of 4-0.

1. Approval of the Closed Session Minutes of April 27 and May 11, 2021, and the Regular Session Minutes of May 18, 2021

VII. Unfinished Business

(A) Ordinances

1. **Ordinance 3892** (*2nd and 3rd readings*) - accepting bids for the purchase of eight (8) parcels of real property solicited through the 2021 Surplus Properties Round II Request for Bids and authorizing transfer of those properties to the successful bidders

Mr. Tressler advised that 10 bids were accepted and the other 2 are rehab bids which will have reverter clauses so aren't ready yet.

SECOND READING: The ordinance was presented in title only for its second reading. The reading was interrupted and **motion** to suspend the second reading and move to the third was made by Councilman Bernard, seconded by Councilman Frazier, and was passed on a vote of 4-0.

The Mayor opened the floor for comments. Being none, the ordinance moved to its third reading.

THIRD READING: The ordinance was presented in title only for its third reading and was passed on a vote of 4-0.

VIII. New Business

(A) Ordinances

1. **Ordinance No. 3893** (*1st reading*) - accepting the bid from Robert B. Williams for the purchase of 500 Kingsley Avenue for the amount of \$300, and authorizing conveyance of the property and execution of a deed to effect the conveyance

Mr. Tressler provided background on the ordinance and said this was one of the properties that was not bid on in the original Surplus Sale II, and said once the sale is closed, they will accept bids on any remaining properties at any time. He added that staff is recommending acceptance of the bid of \$300.

FIRST READING: The ordinance was presented in title only for its first reading. **Motion** to approve the first reading and table until next meeting was made by Councilman Frazier, seconded by Councilman Bernard, and was passed on a vote of 4-0.

(B) Orders (Consent Agenda)

Mr. Tressler reviewed each item on the Consent Agenda, and Mayor Morriss called for questions or comments. **Motion** to approve all items was made by Councilman Bernard, seconded by Councilman Frazier, and was passed on a vote of 4-0.

Order 26,822 - authorizing the Chief of Police to enter into a Memorandum of Understanding (MOU) with the Allegany County Health Department for grant funding in the amount of \$10,000.00, to be used to conduct drug interdiction events throughout the city in hopes of reducing the illicit supply of opioids into the City.

Chief Ternent advised that the Police Department normally gets this grant every year as well as their partnering agencies, and said they do interdictions together to stop the flow of drugs into the community, using both overt and covert operations.

Order 26,823 - accepting the bid of American Hardwood Industries, LLC for the "Evitts Creek Water Company 2021 Watershed Timber Sale" (7-21-WFP) in the lump sum amount of \$130,555.60.

Mr. Tressler advised that this is the second timber sale and said there were five bidders, with American Hardwood being the high bidder.

Order 26,824 - declaring City-owned property at 322 S. Central Avenue (Tax No. 22-00934) to be surplus and authorizing it for sale through a closed bid process after the passage of 20 (twenty) days from the date of this Order.

Mr. Tressler advised that they plan to put this property in Surplus Sale III.

Order 26,825 - authorizing execution of a Loan Agreement with the Allegany Museum for the loan of the City of Cumberland Gateway to the West banner commemorating the City's Bicentennial.

Order 26,826 - declaring a 2000 Jeep Cherokee (VIN #1J4FF48S5YL217120) and two (2) MX-Pro R3 manual ambulance cots to be surplus equipment and authorizing them for sale or trade-in.

Order 26,827 - appointing Garland Kearney, Sr., to the Housing Authority of the City of Cumberland to fill the remaining term of Robert Godfrey, to be effective July 6, 2021, through October 31, 2024.

Order 26,828 - declaring certain computer equipment and electronics to be surplus and authorizing them to be scrapped or e-cycled.

Mr. Tressler advised that there was quite a long list of basically obsolete electronic equipment.

Order 26,829 - authorizing the City Comptroller to allocate the use of funding for revenue loss recovery in accordance with calculations provided by the Treasury Interim Final Rule, which governs the use of ARPA funds; and approving the allocation of \$1,224,869.64 in ARPA eligible revenue loss funding for Calendar Year 2020.

Mr. Gandolfi advised that one of the four pillars of ARPA is revenue loss, and said there were specific calculations for determining revenue loss recovery. He advised that they have gone through the calculations, and said the fiscal health of local government is extremely important relative to the longevity of employment as well as services provided. He stated that this funding will become revenue in FY21, with the next valuation date being December 31, 2021. He added that the funds will become unassigned fund balance eventually, with opportunities resulting from them being unassigned. Mr. Gandolfi advised that the DDC, MPA, and General Fund all benefit from this \$1.2M, with additional funding from the \$20M left to be allocated at a later time. Mr. Tressler said they were extremely happy to see the final ruling, and stated that they didn't expect to see nearly this amount of revenue loss.

Order 26,830 - lifting the provisions of Section 11-113 of the City Code, entitled "Open Containers of Alcohol," in Constitution Park from 6:00 PM until 10:30 PM on Saturday, July 31, 2021, to accommodate the "Rock N Ribs in the Park" event; notwithstanding that open glass containers shall not be permitted.

Mr. Tressler advised that this event benefits the Western Maryland Food Bank and the Jaycees.

Order 26,831 - extending the current Collective Bargaining Agreements with the IAFF Local #1715 and the UFCW Local #1994 retroactively from July 1, 2021 through August 31, 2021.

Mr. Tressler advised that they got a signed agreement from the UFCW today, and said it will be up for approval on the next meeting. He added that they have been making good progress with the IAFF, saying they will have their first vote, and they will come back and let M&CC know. Mr. Tressler stated that he feels pretty good about the union negotiations.

Order 26,832 - authorizing the Mayor to cast a vote on behalf of the Mayor and City Council to approve the Purdue Pharma, L.P. Bankruptcy Plan.

Mr. Cohen advised that Purdue is in bankruptcy with a Chapter 11 plan, and stated that part of it provides for a \$5M settlement for state and local governments. Mr. Cohen advised that the City could either vote to be in the settlement, or deny approval of the plan. He stated that given the interest in it and that the City is such a small player, it makes sense to go along with a larger group.

Mayor Morriss gave kudos to the Engineering Department, saying it's good continuation revenue from the watershed timber sale, and said there are indications that there will be another one later in the Fall.

The Mayor discussed the Rock 'n Ribs celebration scheduled for July 31st, and noted that the amphitheater in Constitution Park is an underutilized asset and said it's great the event is happening there. He gave thanks to everyone involved; the Western Maryland Food Bank, the Jaycees, and Jeff Hedrick leading the charge.

IX. Public Comments

No public comments

All public comments are limited to 5 minutes per person

X. Adjournment

With no further business at hand, the meeting adjourned at 6:41 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, July 20, 2021
5:30 p.m.

PRESENT: Raymond M. Morriss, President; Council Members: Seth Bernard, Eugene Frazier and Laurie Marchini. Richard Cioni was absent

ALSO PRESENT: Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk; Chuck Ternent, Chief of Police; Mark Gandolfi, City Comptroller; Kathy McKenney, Community Development Program Manager

I. AGENDA REVIEW – JULY 20, 2021

Mayor Morriss reviewed the Agenda, and went over the Directors Reports and Minutes up for approval. Ms. Woodring reviewed the ordinance, and Mayor Morriss called for any questions or comments:

Unfinished Business: Ordinance 3893 (*2nd & 3rd readings*) – accepting the bid from Robert B. Williams for the purchase of 500 Kingsley Avenue for the amount of \$300 and authorizing conveyance of the property and execution of a deed to effect the conveyance.

Ms. Woodring reviewed each item on the Consent Agenda:

Order 26,833 - authorizing the execution of an M.O.U. with Allegany College of MD for the purpose of occasionally sharing the newly constructed softball field on their campus, provided for with funding assistance from the MD Dept. of Natural Resources Community Parks and Playgrounds Program.

Ms. Woodring advised that the City was awarded this funding in 2017 to assist with this construction, said that this Order puts in writing what was previously verbally agreed to, and stated that this field is solely maintained by the college.

Order 26,834 - authorizing payment to CBIZ Insurance Services, Inc. for FY22 Risk Management Services for the period July 1, 2021, through June 30, 2022, in the amount not to exceed \$32,500.00.

Order 26,835 – authorizing execution of a Collective Bargaining Agreement with the UFCW Local 1994, representing certain members of the Cumberland Police Department, to be effective July 1, 2021, through June 30, 2024; with a provision to automatically renew year-to-year thereafter unless either party gives notice of intent to do otherwise, in accordance with terms of the Agreement.

Mr. Cohen advised that negotiations have gone smoothly with a good spirit of cooperation. He hit on the main points of the CBA:

- 3-year agreement

- 2% COLA each year
- Field Training pay increased by 50 cents per hour
- Court time pay now at 4 hours @ time and a half
- Comp time now capped at 160 hours – can’t accrue any more until hours drop below 160 - if can’t get comp time, will be paid overtime pay as required by applicable law
- Holiday now just paid at time and a half
- ARPA Premium Pay – 3.13 per hour for each hour officers worked between July 6, 2020 and May 15, 2021, paid by lump sum
- Union gave up request for longevity steps, shift differential and educational credits in exchange for ARPA Premium Pay

Mr. Cohen stated that with the premium pay, they were able to tie up all the loose ends that were out there regarding negotiations. Mayor Morriss advised that he heard from several officers that this was a smooth negotiation, and said he’s glad to see everyone was working on the same page.

Order 26,836 – authorizing the purchase of one (1) 2022 Ford F-550 4x4 Ambulance for the total delivered price not to exceed \$262,338 from FESCO Emergency Sales through the HGAC Cooperative Purchasing Program (HGAC Contract Am10-20).

Ms. Woodring advised that this is budgeted for FY22, and Mr. Gandolfi advised that the plan is to use CDA Bond monies for this purchase.

Order 26,837 - authorizing execution of a Lease Agreement with the New Creamery, LLC for the use of the public right-of-way in front of 108 W. Harrison Street for outside dining purposes for the term of July 20, 2021, through April 30, 2022.

Order 26,838 – authorizing payment to Link Computer Corporation for MuniLink utility billing cloud-based software hosting and support services for Fiscal Year 2022 for the total yearly amount not to exceed \$40,000.

Ms. Woodring advised that this is the system used to generate utility bills for the water, sewer and trash, and said the City has contracted with MuniLink since 2017 for these services.

Order 26,839 – authorizing the Chief of Police to enter into an M.O.U. with the Allegany County Health Dept. (ACHD) to conduct mini take-back events within the community and provide medication pick-up services to home-bound individuals between 7/7/21 and 6/30/22, with a grant amount of \$3,000 for police overtime appropriated by the ACHD.

Order 26,840 – lifting the provisions of Section 11-113 of the City Code that bans open containers of alcohol on Saturday, August 14, 2021, from 3:00 p.m. - 7:00 p.m. on the downtown mall for the City Center Summer Celebration event; notwithstanding that open glass containers shall not be permitted.

Ms. Woodring provided a PowerPoint slide showing the proposed activities and music scheduled for the day's celebration.

Order 26,841 - authorizing execution of a Certificate of Satisfaction acknowledging that the Deed of Trust dated June 26, 1987, made by Genevieve Koegal pertaining to 209 Emily Street and including terms of a rehabilitation easement (Allegany County Land Records Book 610, page 827), has been fully paid and the lien is hereby released.

Order 26,842 – authorizing execution of a Certificate of Satisfaction acknowledging that the debt on a Deed of Trust dated June 26, 1987, and made by Genevieve Koegal with regard to 209 Emily Street is fully paid and the lien is hereby released.

Order 26,843 - authorizing acceptance of funding awards from the Allegany County Community Enhancement Program for the 600 Block of Maryland Avenue in the amount of \$145,800 with 100% City in-kind/cash match; and for the 6 Virginia Avenue Demolition Project in the amount of \$155,000 with 100% City in-kind/cash match

Ms. Woodring provided a PowerPoint slide and advised that the 600 Maryland Avenue project is now complete with City match provided by assessed value of properties already acquired; Ms. Woodring advised that funding for the 6 Virginia Avenue project was received in February of this year and said the match for that is part cash and part acquisition of 927 Grand Avenue as property swap for 6 Virginia Avenue.

Order 26,844 - authorizing acceptance of \$98,000 in Community Parks and Playground funding for the Allegany College of Maryland Outdoor Volleyball Court Facility, which was jointly submitted by the City of Cumberland and Allegany College (No matching funds from the City required).

Ms. McKenney advised that she has a Scope of Services drafted for this project, and will be drafting a Use Agreement similar to the Allegany College softball field agreement.

II. MAYOR AND CITY COUNCIL UPDATES

Councilman Frazier advised that the HRC is getting ready for National Night Out, and said they are in the process of making the doors for the Doors for Opportunity project.

Mayor Morriss advised that the WMSR had their second successful weekend of the Ice Cream Trains, and said the Polar Express will be back this year. The Mayor also advised that the Executive Director, Wesley Heinz, is planning on being at the public meeting this evening for introductions and comments and to meet the M&CC.

Councilman Frazier advised that the HRDC meeting was cancelled once again due to lack of quorum. He also advised that the meeting he and the Mayor attending regarding concerts at Canal Place went well, and said they were looking to see what bands are available next year for 3 “pay concerts” and 3 free. He added that Dee-Dee Ritchie and Matt Miller were on board now as well. Mayor Morriss advised that this committee will be working under the CEDC so that when they gain sponsorships, they will be tax deductible, with Mr. Miller agreeing to set up separate accounts to handle the funds.

Mayor Morriss stated the with the skate park project, they are figuring out the right location, and said Community Development has been working on finding sources of funding for the skate park as well as the Splash Pad at Constitution Park. The Mayor also advised that Parks and Recreation is working on a strategic plan, have already had several meetings, and said that should be completed in a few months.

Councilwoman Marchini advised that the Baltimore Street Redesign committee meets every week, with the next meeting scheduled for tomorrow. She stated that they've reviewed the web page and have made some changes and updates, and said all is going well. She added that when it comes out it will be a good resource for the community and for visitors.

Councilwoman Marchini advised that the DDC is moving along, and said regarding the HPC, she was in New York for the day for that meeting. Ms. McKenney provided a quick update on the meeting, saying it was an unusually short agenda for the summer, and advised that there were no particular hot spots. She added that they were very great working with the new owners of the Ruhls building, with the unexpected outcome from the removal of metal from the façade. Councilman Bernard mentioned that he received a good compliment from Drew Knippenburg for Ms. McKenney, saying she had been very helpful with the process. Ms. McKenney stated she knows that he had a bit of a challenge with expecting to see a brick façade, when it was far from that.

Mayor Morriss reminded everyone about the Farmers Market downtown every Thursday. He also mentioned the Rock 'n' Ribs at the park on July 31st.

Chief Ternent mentioned the Back the Blue rally on August 1st, organized by the Ladies Republican Committee, and advised that they will assemble at City Hall at 2:00 PM, and said there will be several speakers. He added that they will be blocking off Bedford Street to keep the crowd down, and said the assembly will be over at 4:00 PM.

The Mayor reminded everyone that the Regular M&CC Meeting will move to Wednesday, August 4th, due to National Night Out being on the regular meeting day of Tuesday, August 3rd. Chief Ternent advised that it's from 5:00 – 8:00 PM at the Salvation Army, and said Terri Hast, Community Development Specialist is the organizer, adding that there are over 70 booths this year. The Chief stated that he has invited all of M&CC and said if anyone wants to speak they are welcome to. He added that both Councilman Frazier and Mayor Morriss will take turns in the dunk tank this year.

Chief Ternent also mentioned that there will be a free swim at Constitution Park on August 2nd, sponsored by National Night Out, from 6:00 – 8:00 PM, with some freebies for the kids, and invited M&CC to come up for a group picture.

Mayor Morriss advised that August 14th will be the Tunnels to Towers Foundation with the "Never Forget" walk coming through town. He stated that there will be a parade at 10:00 AM, and then a barbecue in the Public Safety Building parking lot. He advised that Mr. Frank Siller's walk started at the Pentagon, going on to Shanksville, PA with a stop in Cumberland, and will end in New York City on 9/11/21. The Mayor advised that the City was getting national attention for this event, and has seen the advertisement.

III. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:13 p.m.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____



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

Interim City Administrator Ken Tressler
City Solicitor Michael S. Cohen
City Clerk Marjorie A. Woodring

MINUTES

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

DATE: July 20, 2021

I. OPEN SESSION - 6:15 P.M.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

Councilman Seth Bernard
Councilman Eugene T. Frazier
Councilwoman Laurie P. Marchini
President Raymond M. Morriss

Councilman Richard Cioni was absent

Also Present: Michael S. Cohen, City Solicitor; Marjorie A. Woodring, City Clerk; Mark Gandolfi, City Comptroller; Kathy McKenney, Community Development Program Manager; Shannon Adams, Interim Fire Chief; Chuck Ternent, Police Chief

IV. Director's Reports

Motion to approve the reports was made by Councilman Frazier, seconded by Councilwoman Marchini, and was passed on a vote of 4-0.

(A) Administrative Services

1. Administrative Services monthly report for May, 2021

(B) Public Works

1. Maintenance Division monthly report for June, 2021

(C) Fire

1. Fire Department monthly report for June, 2021

(D) Police

1. Police Department monthly report for June, 2021

(E) Utilities - Flood, Water, Sewer

1. Utilities Division-Flood/Water/Sewer monthly report for June, 2021

V. Approval of Minutes

Motion to approve the minutes was made by Councilwoman Marchini, seconded by Councilman Frazier, and was passed on a vote of 4-0.

1. Approval of the Work Session Minutes of May 18 and May 25, 2021, and the Work Session and Regular Session Minutes of June 1, 2021

VI. Unfinished Business

(A) Ordinances

1. **Ordinance 3893** (*2nd and 3rd readings*) - accepting the bid from Robert B. Williams for the purchase of 500 Kingsley Avenue for the amount of \$300 and authorizing conveyance of the property and execution of a deed to effect the conveyance

Ms. Woodring advised that this property was included in the Round II Surplus Bid process, but was not bid on at that time. She stated that Mr. Williams' intended use of the property is to make it a landscaped parking area.

SECOND READING: The ordinance was presented in title only for its second reading. **Motion** to approve the second reading and move to the third after comment was made by Councilman Frazier, seconded by Councilman Bernard, and was passed on a vote of 4-0. Mayor Morriss called for questions or comments. Being none, the ordinance moved to its third reading.

THIRD READING: The ordinance was presented in title only for its third reading, and was passed on a vote of 4-0

VII. New Business

(A) Orders (Consent Agenda)

Ms. Woodring reviewed each item on the Consent Agenda, and Mayor Morriss called for questions or comments. **Motion** to approve Orders 26,833 and 26,835-26,844 was made by Councilwoman Marchini, seconded by Councilman Frazier, and was passed on a vote of 4-0. **Motion** to approve Order No. 26,834 *only* was made by Councilman Frazier, seconded by Councilman Bernard, and was passed on a vote of 3-0, with Councilwoman Marchini abstaining.

Order 26,833 - authorizing the execution of a Field Use Agreement with Allegany College of MD for the purpose of occasionally sharing the newly constructed softball field on their campus, provided for with funding assistance from the MD Dept. of Natural Resources Community Parks and Playgrounds Program.

Ms. Woodring advised that the City was awarded this funding in 2017 to assist with this construction, said that this Order puts in writing what was previously verbally agreed to, and stated that this field is solely maintained by the college. Ms. McKenney advised that the program was only open to local jurisdictions so over the years the City has helped other entities with recreational projects on properties that are not City-owned. She also advised that there's an understanding with the college that there will be another field in case of an overflow of requests on City fields, that can be used to fill that need at no charge to City leagues or teams in addition to the normal field fee.

Order 26,834 - authorizing payment to CBIZ Insurance Services, Inc. for FY22 Risk Management Services for the period July 1, 2021, through June 30, 2022, in the amount not to exceed \$32,500.00.

Ms. Woodring advised that for this service, CBIZ negotiates with the City's workers' comp carrier PMA regarding rates and attends the City's risk management meetings, and provides a lot of training materials.

Order 26,835 - authorizing execution of a Collective Bargaining Agreement with the UFCW Local 1994, representing certain members of the Cumberland Police Department, to be effective July 1, 2021, through June 30, 2024; with a provision to automatically renew year-to-year thereafter unless either party gives notice of intent to do otherwise, in accordance with terms of the Agreement.

Mr. Cohen advised that he had gone over the negotiations in good detail, hitting the main points, during the Work Session prior to this meeting this evening.

Order 26,836 - authorizing the purchase of one (1) 2022 Ford F-550 4x4 Ambulance for the total delivered price not to exceed \$262,338 from FESCO Emergency Sales through the HGAC Cooperative Purchasing Program (HGAC Contract Am10-20).

Ms. Woodring advised this was already competitively bid through the co-op program, with the City piggy-backing on that bid price. She added that this is a budgeted purchase for FY22.

Order 26,837 - authorizing execution of a Lease Agreement with the New Creamery, LLC for the use of the public right-of-way in front of 108 W. Harrison Street for outside dining purposes for the term of July 20, 2021, through April 30, 2022.

Order 26,838 - authorizing payment to Link Computer Corporation for MuniLink utility billing cloud-based software hosting and support services for Fiscal Year 2022 for the total yearly amount not to exceed \$40,000.

Ms. Woodring advised that this is the system used to generate utility bills for the water, sewer and trash, and said the City has contracted with MuniLink since 2017 for these services, adding that this is a yearly budgeted expense.

Order 26,839 - authorizing the Chief of Police to enter into an M.O.U. with the Allegany County Health Dept. (ACHD) to conduct mini take-back events within the community and provide medication pick-up services to home-bound individuals between 7/7/21 and 6/30/22, with a grant amount of \$3,000 for police overtime appropriated by the ACHD.

Chief Ternent advised that this is known as the “green box” program for medication drop-off that the Police Department hosts in their lobby, and said that several times a year they go out into the community to people that can’t get out, and collect medications. He advised that they do a press release at different times to notify the community, and sometimes go through the HRDC Senior Center to discuss which locations will be available.

Order 26,840 - lifting the provisions of Section 11-113 of the City Code that bans open containers of alcohol on Saturday, August 14, 2021, from 3:00 p.m. - 7:00 p.m. on the downtown mall for the City Center Summer Celebration event; notwithstanding that open glass containers shall not be permitted.

Ms. Woodring advised that this event was requested by the DDC, and went over some of the activities scheduled for that day.

Order 26,841 - authorizing execution of a Certificate of Satisfaction acknowledging that the Deed of Trust dated June 26, 1987, made by Genevieve Koegal pertaining to 209 Emily Street (Allegany County Land Records Book 610, page 827) has been fully paid and the lien is hereby released.

Order 26,842 - authorizing execution of a Certificate of Satisfaction acknowledging that the debt on a Deferred Loan Agreement dated June 26, 1987 (Allegany County Land Records Book 610, page 823) and made by Genevieve Koegal with regard to 209 Emily Street is fully paid and the lien is hereby released.

Ms. Woodring advised that the Finance Department has acknowledged that payment has been made on both Order 26,841 and 26,842, and both liens are able to be released.

Order 26,843 - authorizing acceptance of funding awards from the Allegany County Community Enhancement Program for the 600 Block of Maryland Avenue in the amount of \$145,800 with 100% City in-kind and cash match; and for the 6 Virginia Avenue Demolition Project in the amount of \$155,000 with 100% City in-kind and cash match.

Ms. Woodring advised that the 600 Maryland Avenue project is now complete with City match provided by assessed value of properties already acquired. Ms. Woodring also advised that funding for the 6 Virginia Avenue project was received in February of this year and said the match for that is part cash and part acquisition of 927 Grand Avenue as property swap for 6 Virginia Avenue.

Order 26,844 - authorizing acceptance of \$98,000 in Community Parks and Playground funding for the Allegany College of Maryland Outdoor Volleyball Court Facility, which was jointly submitted by the City of Cumberland and Allegany College (No matching funds from the City required).

Ms. McKenney advised that she has a Scope of Services drafted for this project, and will be drafting a Use Agreement similar to the Allegany College softball field agreement.

VIII. Public Comments

Michael Mudge, 101 Oak Street (Chaplain of the Cumberland Historic Cemetery Organization), thanked M&CC for whatever funds his organization was awarded through the Hotel/Motel funding, and spoke about the August Baker monument project, saying that if he can get 1/3 deposit by August they can guarantee installation by May of next year. He added that he would like the dedication to be May 21st, the last day of Law Enforcement Week. He said they are about 80% towards their funding goal already, and advised that they're not planning on launching a fund-raising campaign until August. He mentioned that he has received some donations locally already. He provided background on Officer August Baker, killed 1907, the only Cumberland, MD officer who was killed in the line of duty. Chief Ternent wanted to publicly thank Mr. Mudge for everything he's done for this project. Mr. Mudge stated that with the help of the genealogical society, last year they were able to find the exact grave of Officer Baker, which had never had a marker.

John Buchanan, CBIZ, 44 Baltimore Street, wanted to request that the City reconsider the installation of a Portland Loo bathroom at the corner of Baltimore and Mechanic Streets for the Baltimore Street renovation project, and said he walks by there every day, seeing all the bad things: pan-handling, needles, trash, beer bottles, etc. He stated he thinks the City can do better than a bathroom that kind of looks like a gorilla cage, which he said the Seattle Times calls them. He advised that he had spoken to EADS, and voiced his concerns about the safety of CBIZ employees as well as how these bathrooms are cleaned. He stated that a representative of EADS said they get hosed down, with the water going down the sloped concrete towards Mechanic Street, and said in his opinion that is an unacceptable design. Mr. Buchanan spoke more about his concerns, and said there needs to be a theme to that parklet, and said the Portland Loos are too harsh and cold, and spoke of statistics from the San Diego Tribune concerning attraction of crime and the maintenance of these bathrooms. He asked that the City give consideration to other options.

Mayor Morriss thanked Mr. Buchanan for his comments and said they will review them. He added, though, that once the drawings are turned in to the SHA, there are limited abilities to change things, but said they will review the issues he expressed.

Councilwoman Marchini advised that the drawings have already been turned in to the SHA, and agreed there is very little opportunity to make changes now. She stated that the finished design won't be hiding in the trees, and will be much more open with greater visibility. She said the issues Mr. Buchanan has brought up will be addressed by the open design, and said the same kind of people won't be hanging out there.

There was discussion about CBIZ's policy of locking the front door and having employees exit out the back into the alley after hours, and discussion about the SHA and the approval of a new design of the bathroom, with Councilwoman Marchini stating that it would necessitate another whole approval process to ask for a change at this time. Mr. Buchanan stated that he disagrees with the bathroom design, and said he thinks it should be something more historically relevant, not a stainless-steel cage design.

Wesley Heinz, Interim Executive Director of the WMSR, gave a quick history of his railroad background, saying that he lives in New Hampshire and is the Executive Director of the Maine Narrow-Gauge Railroad Company and Museum. He said the railroad was at a similar place where the WMSR is now, and worked with them to build ridership, as they were spiraling

downward. He said in 2017 he had the opportunity to come here and work on the 1309 steam engine that he said hopefully will serve as the catalyst to reinvigorate the WMSR. He said volunteers have been coming here to work on the railroad, because they believe in Cumberland, and stated that he hopes to take what the things that work successfully in Main and imprint them here. He added that a lot of potential exists here for the WMSR to be a key attraction and experience.

Mr. Heinz discussed the Ice Cream train that began July 2nd, which was a quick-turn \$10 trip up to The Narrows and back, and advised that they were sold out to almost 600 people. He added that he heard from the Crabby Pig that they were overrun with people, due to the Ice Cream Train, which he said he loved hearing because it meant that businesses were being impacted positively from the WMSR.

Mayor Morriss said it has been a pleasure to work with Mr. Heinz the last few weeks, and said the enthusiasm at the WMSR is great to see.

All public comments are limited to 5 minutes per person

IX. Adjournment

With no further business at hand, the meeting adjourned at 6:57 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

File Attachments for Item:

. Resolution No. R2021-06 - granting a property tax credit for the Cumberland Outdoor Club for the tax year 2021-2022

City of Cumberland
- Maryland -

RESOLUTION

RESOLUTION No. R2021-06

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, GRANTING THE CUMBERLAND OUTDOOR CLUB A PROPERTY TAX CREDIT FOR THE TAX YEAR 2021-2022, PURSUANT TO SECTION 9-302 OF THE TAX-PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND.

WHEREAS, the Mayor and City Council of Cumberland is, by State Law, granted the authority to impose taxes upon the assessed valuation of property situated within the City of Cumberland against the owners of such property; and

WHEREAS, Section 9-302 of the Tax-Property Article of the Annotated Code of Maryland provides that a municipal corporation in Allegany County may grant, by law, a real and corporate property tax credit against certain property owners; and

WHEREAS, the Cumberland Outdoor Club is such a property owner designated in Section 9-302 of the Tax-Property Article of the Annotated Code of Maryland; and

WHEREAS, the Cumberland Outdoor Club has, pursuant to Section 9-301(e) (1), applied for the real and corporate property tax credit; and

WHEREAS, the Mayor and City Council of Cumberland desires to grant to the Cumberland Outdoor Club a real and corporate property tax credit against the municipal corporation property tax imposed on the Cumberland Outdoor Club for the tax year 2021-2022.

NOW, THEREFORE, BE IT RESOLVED THAT, the Cumberland Outdoor Club be and is hereby granted a real and corporate property tax credit against any and all municipal corporation property tax imposed upon it by the City of Cumberland for tax year 2021-2022.

Given under our Hands and Seals this 5th day of October, 2021, with the Corporate Seal of the City of Cumberland hereto attached, duly attested by the City Clerk.

Attest:

Mayor and City Council
Of Cumberland

Marjorie A. Woodring
City Clerk

Raymond M. Morriss
Mayor

CUMBERLAND OUTDOOR CLUB

CLERK'S OFFICE

June 6, 2020

2021 JUN 10 PM 12:51

City of Cumberland
PO Box 1702-57 North Liberty Street
Cumberland, Maryland 21501-1702

Re: Tax Credit – Account Numbers: ~~0409098, 04013182~~, 04032845 and D00078238

Mayor and City Council:

Please consider this a formal request to exercise authority granted by Section 9-302(f) of the Tax Property Article of the Annotated Code of Maryland to grant Tax Credit for the above referenced accounts of the Cumberland Outdoor Club, Incorporated for FY-2022.

Thank you for your attention to this matter.

Sincerely,



Richard L. Mellotte II
House Chairman
Cumberland Outdoor Club, INC

Dear Property Owner: This is your Tax Bill

APPLIES TO REAL ESTATE TAXES ONLY
INSTRUCTIONS ON USE OF TAX BILL:

1. To pay semi-annual, fold and tear off the right portion of the tax bill (Coupon #1) and pay before September 30. Retain the second coupon to return with the second payment of the tax bill. (Coupon #2) for payment before December 31. Penalty / Interest will be assessed each month after September 30 and December 31, respectively. This is the only copy you will receive.

Prior year taxes due?.....SEE HERE

2. To select annual payment schedule, fold and tear off the left portion of the tax bill and discard the semi-annual coupons.

A return check charge of \$35.00 will be assessed on every bill that is paid with a check that is returned by the bank or other financial institution on which it is drawn. Payment of this bill for current taxes will not prevent legal action if taxes for prior years or other municipal liens are unpaid. Failure to receive a bill does not excuse the payment of taxes, interest and penalty. It is the property owner's responsibility to secure a bill for payment if one is not received. Legal action to enforce payment of taxes will be commenced against the property on which prior years taxes have not been paid.

If prior year taxes due, any payments received will be applied to the oldest year due.

For additional tax information lift the bottom panel

To Pay by Credit Card,

please see reverse side of the panel below

When paying in person, please present the entire bill.

When paying by mail enclose a stamped self addressed envelope for receipt return.

FOR ADDITIONAL TAX INFORMATION LIFT THIS PANEL AT THE BOTTOM

TAX YEAR 7/01/2021-6/30/22		
Account Number	Assessment Corrected	Assessment
04032845		787,300
Tax Description	Rate	Amount
Real Estat	1.0595	8,341.44
BILL# 202107364 INT. & PENALTY STARTS 10/01/2021 2% PER MONTH		
Account Number	04032845	Total Tax 8,341.44

CUMBERLAND OUTDOOR CLUB INC
1.567A
31 THOMAS ST
M BLACK ADDN

Oct. and beyond includes interest

T	ANNUAL PAYMENT AMOUNTS	COUPON #2 AMOUNTS	COUPON #1 AMOUNTS
A	Jul 8,341.44	*****	*****
X	Aug 8,341.44	*****	*****
P	Sep 8,341.44	*****	*****
A	Oct 8,508.27	*****	*****
Y	Nov 8,675.10	*****	*****
E	Dec 8,841.93	*****	*****
R	Jan 9,008.76	*****	*****
	Feb 9,175.59	*****	*****
C	Mar 9,342.42	*****	*****
O	Apr 9,509.25	*****	*****
P	May 9,676.08	*****	*****
Y	Jun 9,842.91	*****	*****

WHEN PAYING IN PERSON, PRESENT THE ENTIRE BILL

TAX YEAR 7/01/2021-6/30/22

CITY OF CUMBERLAND - 301-759-6409
57 N. LIBERTY STREET - CUMBERLAND, MD 21502
Make Checks Payable to: MAYOR & CITY COUNCIL

Tax Description	Rate	Amount
Real Estat	1.0595	8,341.44
BILL# 202107364 INT. & PENALTY STARTS 10/01/2021 2% PER MONTH		
Total Tax		8,341.44

Oct. and beyond includes interest

Account Number	Assessment Corrected	Assessment
04032845		787,300
PAY THIS AMOUNT		
Jul	8,341.44	Jan 9,008.76
Aug	8,341.44	Feb 9,175.59
Sep	8,341.44	Mar 9,342.42
Oct	8,508.27	Apr 9,509.25
Nov	8,675.10	May 9,676.08
Dec	8,841.93	Jun 9,842.91

ACCOUNT# 04032845
CUMBERLAND OUTDOOR CLUB INC

TAX YEAR 7/01/2021-6/30/22

CITY OF CUMBERLAND
57 N. LIBERTY STREET
CUMBERLAND, MD 21502
Make Checks Payable to:
MAYOR & CITY COUNCIL

SEMI-ANNUAL PAYMENT COUPON #2

PAY THIS AMOUNT

Dec	*****
Jan	*****
Feb	*****
Mar	*****
Apr	*****
May	*****
Jun	*****

ACCOUNT# 04032845
CUMBERLAND OUTDOOR CLUB INC

TAX YEAR 7/01/2021-6/30/22

CITY OF CUMBERLAND
57 N. LIBERTY STREET
CUMBERLAND, MD 21502
Make Checks Payable to:
MAYOR & CITY COUNCIL

SEMI-ANNUAL PAYMENT COUPON #1

PAY THIS AMOUNT

Jul	*****
Aug	*****
Sep	*****
Oct	*****
Nov	*****
Dec	*****

ACCOUNT# 04032845
CUMBERLAND OUTDOOR CLUB INC

File Attachments for Item:

. Ordinance No. 3901 - Accepting bids for the purchase of six (6) parcels of property offered for sale through the "2021 Request for Bids - Surplus Property Round III" bid process, and authorizing the Mayor to execute deeds effecting the transfer to the successful bidders

ORDINANCE NO. 3901

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT BIDS FOR THE PURCHASE OF SIX (6) PARCELS OF REAL PROPERTY IN THE CITY OF CUMBERLAND AND TO AUTHORIZE THE CONVEYANCE OF THOSE PROPERTIES TO THE SUCCESSFUL BIDDERS, SUBJECT TO THE TERMS SET FORTH HEREINAFTER."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of the properties listed in the Exhibit A attached hereto (individually, a "Property" and, collectively, the "Properties");

WHEREAS, the Properties were declared surplus under the terms of Order No. 26,757, passed by the Mayor and City Council on February 16, 2021, and Order No. 26,824, passed by the Mayor and City Council on July 6, 2021;

WHEREAS, bids for the purchase of the Properties and other parcels of real property were solicited by means of the 2021 Request for Bids Surplus Properties Round III;

WHEREAS, the City received bids for these six (6) Properties plus one additional property that will be approved for transfer to the successful bidder by way of Ordinance No. 3902;

WHEREAS, no bids were received for the remaining parcels of property issued in the Request for Bids;

WHEREAS, staff is recommending that the Mayor and City Council award the bids for the each of the six (6) Properties as provided for in the Exhibit A attached hereto, and reject all other bids received for these Properties; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council accept the bids set forth in the Exhibit A attached hereto subject to the following terms:

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

payable to "City of Cumberland" and shall be hand-delivered or mailed to:

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

The pro-rated County taxes shall be paid by cashiers check or money order made payable to "Allegany County" and shall be hand-delivered or mailed to:

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

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

- 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 a purchaser's bid, unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

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

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

Passed this ____ day of _____, 2021.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

EXHIBIT A

<i>Address</i>	<i>Tax ID No.</i>	<i>Deed References – Book/Page</i>	<i>Successful Bidder</i>	<i>Bid Amount</i>
6 Altamont Terrace	22-007742	2559;344	Paul Morrissey	\$ 550.00
443 Baltimore Avenue	22-012533	2308;128	Robert T. Peck	\$ 500.00
314 Broadway Street	22-003372	2390;12	Autumn J. D'Atri	\$ 1,050.00
101 N. Cedar Street	04-006852	2559;353	Mark T. Flinn	\$ 950.00
322 Central Avenue	22-000934	695;735	320 Smith House, LLC	\$ 1,221.00
7 Evergreen Terrace	05-024641	2559;356	Jennifer Raley	\$ 1,503.00

EXHIBIT B

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of _____, 2021, by and between **Mayor and City Council of Cumberland** (the “Grantor”), a Maryland municipal corporation, and _____ (the “Grantee”), _____, party of the second part.

WITNESSETH:

That for and in consideration of the sum of 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 does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, _____ [personal representatives, administrators, heirs or successors] and assigns, forever in fee simple:

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

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

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

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

WITNESS/ATTEST:

7
**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring, City Clerk

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

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

I HEREBY CERTIFY, that on this ____ day of _____, 2021, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$ _____ and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN

City of Cumberland - 2021 Surplus Property Round III Bid Summary

Bid Opening: August 11, 2021, 2:30 p.m., Cumberland City Hall Council Chambers

	BIDDERS:		320 Smith	Greg Wilson	Jennifer Raley	RM & GM, LLC	Paul Morrissey	David R. D'Atri	Mark T. Flinn	Autumn J. D'Atri	Robert T. Peck	Affadavit
	Address	Tax ID No.	House, LLC		(check inc.)				(check incl.)			
1	6 Altamont Terrace	22-007742					\$ 550.00					
2	443 Baltimore Avenue	22-012533									\$ 500.00	
3	454-456 Baltimore Avenue	23-011999										
4	458-460 Baltimore Avenue	23-005999										
5	462 Baltimore Avenue	23-004178										
6	464 Baltimore Avenue	23-012774										
7	470 Baltimore Avenue	23-011433										
8	472 Baltimore Avenue	23-014130										
9	474-476 Baltimore Avenue	23-011719										
10	478-480 Baltimore Avenue	23-014114										
11	314 Broadway Street	22-003372						\$ 1,055.00		\$ 1,050.00		
12	101 N. Cedar Street	04-006852							\$ 950.00			
13	322 Central Avenue	22-000934	\$ 1,221.00									
14	301 Columbia Street	05-008565										
15	303 Columbia Street	05-009731										
16	1 Evergreen Terrace	05-024641			\$ 1,503.00							
17	17 Paw Paw Way	06-019757										
18	130 Polk Street	14-001255		\$ 200.00		\$ 2,500.00						



Margie Woodring <margie.woodring@cumberlandmd.gov>

Round 3 Surplus Property Sales for Recommendation to M&CC

1 message

Allison Layton <allison.layton@cumberlandmd.gov>

Fri, Sep 3, 2021 at 2:35 PM

To: Margie Woodring <margie.woodring@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>, Kevin Thacker <kevin.thacker@cumberlandmd.gov>

Hi Margie!

After a meeting of the committee to review the Surplus Property Bids collected in Round 3 (bids due August 11, 2021), the following bids are recommended for acceptance by the Mayor and City Council.

6 Altamont Terrace, Tax ID 22-007742, Paul Morrissey, \$550.00
443 Baltimore Avenue, Tax ID 22-012533, Robert T. Peck, \$500.00
314 Broadway Street, Tax ID 22-003372, Autumn J. D'Atri, \$1,050.00
101 N. Cedar Street, Tax ID 04-006852, Mark T. Flinn, \$950.00
322 Central Avenue, Tax ID 22-000934, 320 Smith House, LLC, \$1,221.00
1 Evergreen Terrace, Tax ID 05-024641, Jennifer Raley, \$1503.00
130 Polk Street, Tax ID 14-001255, RM&GM, LLC, \$2,500.00

If you are in need of any additional information, please let me know!!

Thanks so much!

Allison

--

Allison Layton

Citizen Service Representative

CITY OF CUMBERLAND

57 N. Liberty Street, Cumberland, MD 21502

Phone: 301-759-6459

allison.layton@cumberlandmd.govwww.cumberlandmd.govLike [City of Cumberland](#) on Facebook!

File Attachments for Item:

. Order 26,881 - authorizing the Police Chief to accept an FY22 Maryland Highway Safety Office Project Agreement Traffic Safety Grant in the amount of \$3,000.00 for police OT, concentrating on DUI reduction and occupant protection

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

ORDER NO. 26,881

DATE: October 5, 2021

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

THAT, the Chief of Police be and is hereby authorized to accept a Maryland Highway Safety Office (MHSO) Project Agreement grant for FY22 for Three Thousand Dollars and No Cents (\$3,000.00) for police overtime support concentrating on DUI reduction and occupant protection for the project period October 1, 2021 through September 30, 2022.

Raymond M. Morriss, Mayor

Project Nos. LE-Cumberland PD-2022-040
LE-Cumberland PD-2022-037



Maryland
Highway
Safety
Office

PROJECT AGREEMENT

6601 Ritchie Highway
Glen Burnie, MD 210621000
PHONE 410-787-4050 FAX 410-787-4020

The formal approval of this Project Agreement and the obligation of funds to it are contingent upon the availability of anticipated federal funds, as determined by Congress, Maryland statute, or other federal or state action.

PROJECT TITLE: Occupant Protection	FOR MHSO USE ONLY
	PROJECT NUMBER: LE-Cumberland PD-2022-040
PROJECT AGENCY: Cumberland Police Department	
PROJECT AGENCY ADDRESS: 20 Bedford Street, Cumberland, MD-21502	
FUND RECIPIENT: Cumberland Police Department	
FUND RECIPIENT ADDRESS: 20 Bedford Street, Cumberland, MD-21502	
FEDERAL IDENTIFICATION NUMBER: 52-6000786	

The undersigned agree that the Project Agency will carry out the Project within the dates of the Project Period, in accord with the general programmatic and financial requirements set forth in the agreement, and in compliance with the Project Conditions. Reimbursement is limited to actual eligible expenditures, the total of which is not to exceed the amount of Funds Obligated from MHSO. Furthermore, the Project Agency certifies that it is eligible under grant guidelines to receive grant funds; can accept a reimbursable grant; can successfully implement the project at the indicated funding level; and accepts the provisions of the entire Agreement including its Project Conditions. Costs cannot be incurred prior to the Project Start Date listed below.

BUDGET CATEGORIES	MHSO FUNDS
Salary and Benefits	\$0.00
Law Enforcement Overtime	\$1,000.00
Training / Conference and Accommodations	\$0.00
Mileage	\$0.00
Contractual Services	\$0.00
Equipment	\$0.00
Other Direct Costs	\$0.00
Indirect Costs	\$0.00
Total	\$1,000.00

The Project Director and Authorizing Official signing below cannot be the same person, nor can they be the Financial Official listed in the grant.

PROJECT DIRECTOR & AUTHORIZING OFFICIAL SIGNATURES			
PROJECT DIRECTOR		AUTHORIZING OFFICIAL	
NAME: Korey Rounds		NAME: Chuck Ternent	
TITLE:		TITLE: Acting Chief	
AGENCY: Cumberland Police Department		AGENCY: Cumberland Police Department	
ADDRESS:		ADDRESS:	
PHONE: (301) 759-6478	FAX:	PHONE: (301) 759-6475	FAX:
E-MAIL: korey.rounds@cumberlandmd.gov		E-MAIL: chuck.ternent@cumberlandmd.gov	
SIGNATURE & DATE: <i>Lt. K.W. Rounds</i> 9/21/2021		SIGNATURE & DATE: <i>Chief Chuck Ternent</i> 9/21/21	

FOR MHSO USE ONLY	
PROJECT PERIOD START DATE: 10/01/2021	FUNDS OBLIGATED FROM MHSO:
PROJECT PERIOD END DATE: 09/30/2022	\$1,000.00
MHSO DIRECTOR APPROVAL (SIGNATURE & DATE)	



Maryland
Highway
Safety
Office

PROJECT AGREEMENT
6601 Ritchie Highway
Glen Burnie, MD 210621000
PHONE 410-787-4050 FAX 410-787-4020



The formal approval of this Project Agreement and the obligation of funds to it are contingent upon the availability of anticipated federal funds, as determined by Congress, Maryland statute, or other federal or state action.

PROJECT TITLE: DUI Enforcement	FOR MHSO USE ONLY
	PROJECT NUMBER: LE-Cumberland PD-2022-037
PROJECT AGENCY: Cumberland Police Department	
PROJECT AGENCY ADDRESS: 20 Bedford Street, Cumberland, MD-21502	
FUND RECIPIENT: Cumberland Police Department	
FUND RECIPIENT ADDRESS: 20 Bedford Street, Cumberland, MD-21502	
FEDERAL IDENTIFICATION NUMBER: 52-6000786	

The undersigned agree that the Project Agency will carry out the Project within the dates of the Project Period, in accord with the general programmatic and financial requirements set forth in the agreement, and in compliance with the Project Conditions. Reimbursement is limited to actual eligible expenditures, the total of which is not to exceed the amount of Funds Obligated from MHSO. Furthermore, the Project Agency certifies that it is eligible under grant guidelines to receive grant funds; can accept a reimbursable grant; can successfully implement the project at the indicated funding level; and accepts the provisions of the entire Agreement including its Project Conditions. Costs cannot be incurred prior to the Project Start Date listed below.

BUDGET CATEGORIES	MHSO FUNDS
Salary and Benefits	\$0.00
Law Enforcement Overtime	\$2,000.00
Training / Conference and Accommodations	\$0.00
Mileage	\$0.00
Contractual Services	\$0.00
Equipment	\$0.00
Other Direct Costs	\$0.00
Indirect Costs	\$0.00
Total	\$2,000.00

The Project Director and Authorizing Official signing below cannot be the same person, nor can they be the Financial Official listed in the grant.

PROJECT DIRECTOR & AUTHORIZING OFFICIAL SIGNATURES			
PROJECT DIRECTOR		AUTHORIZING OFFICIAL	
NAME: Korey Rounds		NAME: Chuck Ternent	
TITLE:		TITLE: Acting Chief	
AGENCY: Cumberland Police Department		AGENCY: Cumberland Police Department	
ADDRESS:		ADDRESS:	
PHONE: (301) 759-6478	FAX:	PHONE: (301) 759-6475	FAX:
E-MAIL: korey.rounds@cumberlandmd.gov		E-MAIL: chuck.terment@cumberlandmd.gov	
SIGNATURE & DATE:  9/21/2021		SIGNATURE & DATE:  9/21/21	

FOR MHSO USE ONLY	
PROJECT PERIOD START DATE: 10/01/2021	FUNDS OBLIGATED FROM MHSO: \$2,000.00
PROJECT PERIOD END DATE: 09/30/2022	
MHSO DIRECTOR APPROVAL (SIGNATURE & DATE)	

Council Agenda Summary

Meeting Date: October 5, 2021
Agenda Item Number: FY22 Maryland Highway Safety Office Traffic Safety Grant
Key Staff Contact: Chief John “Chuck” Ternent

Item Title:

FY22 Maryland Highway Safety Office Traffic Safety Grant

Summary:

Authorize the Chief of Police to accept a Maryland Highway Safety Office grant for FY22 in the amount of \$3,000 for police overtime concentrating on DUI Reduction and Occupant Protection.

Issues and Considerations:

Enter Text Here

<i>Fiscal Impact:</i>	
Is this item budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	Enter Text Here
Value of award:	\$3,000
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 checked="" 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:	Enter Text Here
Is this a sole source purchase? <input type="checkbox"/> Yes <input type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	

File Attachments for Item:

. Order 26,882 - appointing Rhonda Roy to the Cumberland Housing Authority for a five (5) year term to be effective October 31, 2021 through October 31, 2026

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

ORDER NO. 26,882

DATE: October 5, 2021

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

THAT, Rhonda Roy be and is hereby reappointed to the Cumberland Housing Authority for a five (5) year term to be effective October 31, 2021 through October 31, 2026.

Raymond M. Morriss, Mayor



The Cumberland Housing Group

Cumberland Housing Alliance, Inc.
Housing Authority of the City of Cumberland
Cumberland Neighborhood Housing Services, Inc.

September 8, 2021

City of Cumberland Administrator
P.O. Box 1702
57 North Liberty Street
Cumberland, Maryland 21502

Dear Mr. Tressler;

The current five-year term of office on the Board for the Housing Authority of the City of Cumberland for Rhonda Roy will be expiring on October 31, 2021. According to Maryland State Law and HUD guidelines, housing authority commissioners are to be appointed by the chief officer of the jurisdiction upon recommendation from the Housing Authority Board of Commissioners.

HUD requires that one Commissioner on the Board of Commissioners for the Housing Authority of the City of Cumberland be a current resident of one of our developments. Ms. Rhonda Roy, a resident of John F. Kennedy Homes since October 2017, 135 North Mechanic Street, Apt. 702 was appointed by the council in February 2020 to fill the unexpired term of a previous Resident. Ms. Roy is disabled and no longer is employed but has a Bachelor's Degree and previously worked as a Litigation Paralegal. She has been the President of her Resident Council for almost two years and has contributed to her building's community.


Ms. Roy is familiar with our operations, staff, and the projects we currently have in various stages. At its meeting on July 21, 2021, The Board of Commissioners for the Housing Authority voted unanimously to request the City of Cumberland to reappoint Rhonda Roy to the Board of Commissioners for a new five-year term effective November 1, 2021 and expiring on October 31, 2026. Should you have any questions concerning this request, please do not hesitate to contact me at (301) 724-6606, extension 111.

Sincerely,

Steven J. Kesner

Steven J. Kesner
President/CEO



635 East First Street, Cumberland, MD 21502-4362
Office 301-724-6606 Fax 301-724-8731
www.CumberlandHousing.org  Cumberland Housing



File Attachments for Item:

. Order 26,883 - authorizing the Mayor to accept a deed from Northbranch Properties LLC for a certain parcel of real estate to be used to relocate Riverside Avenue, and accepting said parcel of land into the City's infrastructure and declaring it to be public right-of-way

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

ORDER NO. 26,883

DATE: October 5, 2021

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

THAT, the Mayor be and is hereby authorized to accept a deed to convey a certain parcel of real estate, as described in the attached Deed* from Northbranch Properties LLC to the Mayor and City Council of Cumberland; and

BE IT FURTHER ORDERED, that the certain parcel of real estate described in Attachment I be and is hereby accepted into the City's infrastructure and will henceforth be considered public right-of-way of the City of Cumberland.

Raymond M. Morriss, Mayor

**(Attachment I)*

NO TITLE SEARCH PERFORMED

THIS DEED, made this ____ day of September, 2021, by and between **NORTHBRANCH PROPERTIES LLC** (the “Grantor”), a Maryland limited liability company, and **MAYOR AND CITY COUNCIL OF CUMBERLAND** (the “City”), a Maryland municipal corporation.

WITNESSETH:

That for and in consideration of the sum of Zero Dollars (\$0.00) and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the City, its successors and assigns, all of its right, title, interest and estate in and to the piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland which is more fully described in the metes and bounds description attached hereto and incorporated by reference herein as Exhibit A and is depicted in the plat attached hereto and incorporated by reference herein as Exhibit B.

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

TOGETHER with and subject to any restrictions, reservations, covenants, rights of way, etc. as of record or as shown on the aforementioned plat.

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 itself, its successors and assigns does hereby warrant specially the title to the above-described property and covenants that it will execute such other and further assurances of the same as may be requisite or necessary.

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

WITNESS/ATTEST:

NORTHBRANCH PROPERTIES LLC

_____ **By:** _____ **(SEAL)**
Susan Valois, President

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

I HEREBY CERTIFY, that on this _____ day of _____, 2021, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Susan Valois**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the President of Northbranch Properties LLC, a Maryland limited liability company, and acknowledged the foregoing to be the act and deed of the said limited liability company; and at the same time made oath that she is duly authorized by it to make this acknowledgment; and she further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$0.00 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

EXHIBIT A

**DESCRIPTION OF ROAD RIGHT OF WAY
For
RELOCATED RIVERSIDE AVENUE**

All that certain right of way, a 50-foot strip of land situate lying and being in Election District 6, Allegany County, Maryland and being more particularly described as follows:

Beginning at a point, being on the west side of Kelly Road along the right of way limits, and said point being the northeast corner of a parcel owned by Northbranch Properties LLC (Tax Map 26 Parcel 120, Deed Book 2649 Page 461 Tract 3), said point bears South 25 degrees 37 minutes 48 seconds West a distance of 433.85 feet from a 5/8" rebar found and being the southeast corner of said Northbranch Properties LLC parcel (Tax Map 26 Parcel 120, Deed Book 2649 Page 461 Tract 3);

Thence, leaving the western right of way limits of said Kelly Road and with a line of said Northbranch Properties LLC parcel (Tax Map 26 Parcel 120, Deed Book 2649 Page 461 Tract 3) for two (2) courses, North 64 degrees 43 minutes 36 seconds West a distance of 600.28 feet to a point;

Thence, South 25 degrees 18 minutes 22 seconds West a distance of 433.68 feet to a point in the northern right of way limits of Riverside Avenue;

Thence, with said right of way limits of Riverside Avenue, South 64 degrees 42 minutes 26 seconds East a distance of 50.00 feet to a point;

Thence, leaving said right of way limits of Riverside Avenue and through the lands of said Northbranch Properties LLC parcel (Tax Map 26 Parcel 120, Deed Book 2649 Page 461 Tract 3) for two (2) courses, North 25 degrees 18 minutes 22 seconds East a distance of 383.66 to a point;

Thence, South 64 degrees 43 minutes 36 seconds East for a distance of 550.00 feet to a point in the western right of way limits of said Kelly Road.

Thence, with the western right of way limits of said Kelly Road, North 25 degrees 37 minutes 48 seconds East for a distance of 50.00 feet to the **Point of Beginning**, containing 1.129 acres or 49,191 square feet.

Being a part of the lands described in a conveyance by the Board of County Commissioners of Allegany County, a body politic and corporate of the State of Maryland to Northbranch Properties LLC, a Maryland limited liability company by deed dated April 1, 2021 and recorded in the Land Records of Allegany County, Maryland in Book 2649, Page 461.



LOCATION MAP
SCALE 1" = 1000'

ALLEGANY COUNTY COMMISSIONERS
RIVERSIDE INDUSTRIAL PARK
TM 26 PARCEL 120
DB 588 PG 819/830

PROPOSED RELOCATION OF
RIVERSIDE AVENUE
(50' R.O.W.)
48,191 SQ FT

TRACT 3
NORTHBRANCH PROPERTIES, LLC
DB 2649 PG 461
5.965 ACRES

RIVERSIDE AVENUE 50' R.O.W.

KELLY ROAD 40' R.O.W.

SECTION 2
RIVERSIDE INDUSTRIAL PARK

SECTION 2
RIVERSIDE INDUSTRIAL PARK

TRACT 2
NORTHBRANCH PROPERTIES, LLC
DB 2649 PG 461
2.553 ACRES

TRACT 1
NORTHBRANCH PROPERTIES, LLC
DB 2649 PG 461
2.699 ACRES

LOT 13
TM 26 PAR 276
DB 1501 PG 355
0.782 ACRE

LOT 1
TM 26 PAR 268
DB 1501 PG 355
1.771 ACRES

LOT 2
TM 26 PAR 268
DB 1501 PG 355
2.699 ACRES



- NOTES:
- TRACT 1 AS SHOWN HEREON IS PART OF THE LANDS DEPICTED IN PLAT 2312, "RIVERSIDE INDUSTRIAL PARK SECTION 1 AMENDED No. 2" DESIGNATED AS LOT 2.
 - TRACT 2 AS SHOWN HEREON IS PART OF THE LANDS DEPICTED IN PLAT 2312, "RIVERSIDE INDUSTRIAL PARK SECTION 1 AMENDED No. 2" DESIGNATED AS LOTS 1 & 13.
 - TRACT 3 AS SHOWN HEREON IS PART OF LANDS DESIGNATED AS TAX MAP 26 PARCEL 120.
 - RIVERSIDE AVENUE 50 FOOT RIGHT-OF-WAY TO BE RELOCATED ON TRACT 3 (P/O TM 26 PAR 120).

<p>LEGEND/ABBREVIATIONS</p> <ul style="list-style-type: none"> ● - 1/2" REBAR FOUND ○ - NAIL SPIKE FOUND ○ - 5/8" REBAR FOUND ○ - CALCULATED POINT --- ADJOINER PROPERTY - - - PROPOSED LEASE AREA - - - PROPOSED R.O.W. 	<p>TAX MAP</p> <p>26</p>	<p>EXHIBIT for NORTHBRANCH PROPERTIES LLC</p>			
	<p>PARCEL No.</p> <p>268/120</p>	<p>ELECTION DISTRICT 6</p>	<p>ALLEGANY COUNTY</p>		
	<p>JOB No.</p> <p>030-10098</p>	<p>SCALE: 1" = 80'</p>	<p>MARYLAND</p>		
	<p>OWNER: NORTHBRANCH PROPERTIES</p>	<p>DATE: AUGUST 24, 2021</p>	<p>REFERENCE: 2649/461</p>	<p>DRAWN: RAS</p>	<p>SURVEY: RAS</p>

THRASHER
3000 THAYER CENTER
OAKLAND, MD 21550
PHONE 301-334-3888

File Attachments for Item:

. Order 26,884 - appointing Councilman Joe George as the ex-officio member to the Cumberland Planning and Zoning Commission

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

ORDER NO. 26,884

DATE: October 5, 2021

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

THAT, Joseph P. George be and is hereby appointed to the Planning and Zoning Commission as the ex-officio member.

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 26,885 - approving L/B Water Service, Inc. as the sole source vendor for the purchase of water meters and smartpoints for FY22 and approving FY22 purchases of this equipment in the amount not to exceed \$170,000

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

ORDER NO. 26,885

DATE: October 5, 2021

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 the sole source vendor for the purchase of water meters and smartpoints for FY22; and

BE IT FURTHER ORDERED, that FY22 purchases from L/B Water Service, Inc. for water meters and smartpoints shall not exceed One Hundred Seventy Thousand Dollars and No Cents (\$170,000.00).

Raymond M. Morriss, Mayor

Budget: 002.220.39300 Water Meters and Fittings

Council Agenda Summary

Meeting Date: October 5, 2021

Key Staff Contact: Marty Watts, Water Distribution Superintendent

Item Title:

Order to Allow the Sole Source Purchases of Water Meters and Smartpoints from L/B Water Service, Inc. Selinsgrove, PA, 17870. In the amount not to exceed \$170,000 for an Entire Fiscal Year.

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

Requesting an order to allow sole source purchases of water meters and smartpoints from L/B Water Service in the amount not to exceed \$170,000 for the entire fiscal year. L/B Water Service is the only distributor that is allowed through Sensus to sell us any water meter, smartpoints or meter reading equipment. On average over the last three years, we have spent \$160,000 on water meters of various sizes and the corresponding reading devices. Due to COVID the water meters and smartpoints that the city must use have a very long lead time. In the past we have placed multiple orders spread across the fiscal year. Water meters are a large part of our city's revenue. Without being able to have them on hand or the availability to get them quickly could play a role in our monthly revenue.

Amount of Award:

\$170,000

Budget number:

002.220 39300 Water Meters and Fittings

Grant, bond, etc. reference:



Andrea Davis
Director, Channel
Marketing

8601 Six Forks Road
Raleigh, NC 27615

T: 919-424-8995
F: 919-424-8976
andrea.davis@xylem.com
www.sensus.com



March 24, 2017

Re: Maryland Distributors

To Whom It May Concern:

Sensus, USA is pleased to announce that **LB Water is the exclusive Authorized Distributor of Sensus products for the state of Maryland.** Please contact LB Water for all of your Sensus needs. Purchasing Sensus, USA products from the authorized distributor for your area ensures that your products will be properly supported and warranted.

We look forward to the opportunity of providing your firm with quality water measurement equipment and support in the near future. Please feel free to contact me at andrea.davis@sensus.com regarding this or any other matter.

Sincerely,

Andrea M. Davis

Andrea Davis
Sensus, USA
Director, Channel Marketing

File Attachments for Item:

. Order 26,886 - accepting the proposal from Kiddy's Contracting for the "2021 Fall Tree Removal, Pruning, Stump Grinding Project" (17-21-M) in the estimated unit price of \$43,750

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

ORDER NO. 26,886

DATE: October 5, 2021

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

THAT, the bid of Kiddy's Contracting, P.O. Box 223, Lonaconing, MD, 21539, for the 2021 Fall Tree Removal, Pruning, Stump Grinding Project (17-21-M) be and is hereby accepted in the estimated unit price of Forty-three Thousand, Seven Hundred Fifty Dollars and No Cents (\$43,750.00); and

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

Raymond M. Morriss, Mayor

<i>Company</i>	<i>Bid Amount</i>
Kiddy's Contracting	\$43,750.00
P&P Tree Care	\$71,360.00

Budget: 001.080P.010T 20100

PROJECT INFORMATION	
Project Title:	2021 Fall Tree Removal, Pruning, Stump Grinding Project
City Project:	17-21-M
Contract Length:	150 Calendar Days
BID OPENING	
Date & Time:	September 22, 2020 2:30 PM EDT
Location:	Council Chambers, City Hall Cumberland, MD 21502

CERTIFIED BID TABULATION

BIDDER	BIDDER
Kiddy's Contracting	P&P Tree Care
P.O. Box 223 Lonaconing, MD 21539	10401 Hinkle Road Cumberland, MD 21502

BASE BID				Kiddy's Contracting		P&P Tree Care	
ITEM NO.	DESCRIPTION OF ITEM	UNITS	QTY.	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Contract Items							
Part A							
1	353 Williams Street - Sycamore 26" DBH	LS	1	\$ 2,200.00	\$ 2,200.00	\$ 3,150.00	\$ 3,150.00
2	450 Williams Street - Catalpa multiple 19" - 20" DBH	LS	1	\$ 1,700.00	\$ 1,700.00	\$ 3,250.00	\$ 3,250.00
3	415 Holland Street - Sycamore 29" DBH	LS	1	\$ 1,300.00	\$ 1,300.00	\$ 3,250.00	\$ 3,250.00
4	711 N. Centre Street - Bradford Pear 16" DBH	LS	1	\$ 800.00	\$ 800.00	\$ 1,550.00	\$ 1,550.00
5	N. Centre Street at Viaduct - Zelkova 23" DBH	LS	1	\$ 800.00	\$ 800.00	\$ 1,950.00	\$ 1,950.00
6	N. Centre Street at Viaduct - Zelkova 24" DBH	LS	1	\$ 900.00	\$ 900.00	\$ 1,950.00	\$ 1,950.00
7	N. Centre Street at Viaduct - Zelkova 26" DBH	LS	1	\$ 900.00	\$ 900.00	\$ 1,950.00	\$ 1,950.00
8	Corner of Avondale/Williams St. - Bradford Pear 14" DBH	LS	1	\$ 600.00	\$ 600.00	\$ 1,850.00	\$ 1,850.00
9	Corner of Avondale/Williams St. - Bradford Pear 16" DBH	LS	1	\$ 600.00	\$ 600.00	\$ 1,850.00	\$ 1,850.00
10	Corner of Bowen/Virginia Ave. - Bradford Pear 6" DBH	LS	1	\$ 300.00	\$ 300.00	\$ 650.00	\$ 650.00
11	Corner of Bowen/Virginia Ave. - Bradford Pear 10" DBH	LS	1	\$ 300.00	\$ 300.00	\$ 650.00	\$ 650.00
12	Corner of Bowen/Virginia Ave. - Bradford Pear 12" DBH	LS	1	\$ 300.00	\$ 300.00	\$ 650.00	\$ 650.00
13	Corner of Bowen/Virginia Ave. - Bradford Pear 14" DBH	LS	1	\$ 300.00	\$ 300.00	\$ 750.00	\$ 750.00
14	744 Fayette Street - 2 Sweet Gums 12" DBH and 12" DBH	LS	2	\$ 750.00	\$ 1,500.00	\$ 1,075.00	\$ 2,150.00
15	330 Estella Street - Silver Maple Multiples 12" - 18" DBH	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 1,650.00	\$ 1,650.00
16	337 Davidson Street - Norway Maple 24" DBH	LS	1	\$ 850.00	\$ 850.00	\$ 1,250.00	\$ 1,250.00
17	638 Hill Top Drive - Norway Maple 30" DBH	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 2,250.00	\$ 2,250.00
18	71 Greene Street - Sycamore 30" DBH	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 3,050.00	\$ 3,050.00
19	504 Rose Hill Avenue - Linden 30" DBH	LS	1	\$ 1,100.00	\$ 1,100.00	\$ 2,650.00	\$ 2,650.00
20	500 Greene Street - Black Locust 24" DBH Near Dumpster	LS	1	\$ 600.00	\$ 600.00	\$ 750.00	\$ 750.00
21	500 Greene Street - Maple 16" DBH Near Dumpster	LS	1	\$ 600.00	\$ 600.00	\$ 450.00	\$ 450.00
22	500 Greene Street - Trea of Heaven (dead) 6" DBH	LS	1	\$ 100.00	\$ 100.00	\$ 150.00	\$ 150.00
23	1 South Terrace - N. Maple 14" DBH on roadside up from house	LS	1	\$ 700.00	\$ 700.00	\$ 950.00	\$ 950.00
24	1 South Terrace - Maple 18" DBH	LS	1	\$ 800.00	\$ 800.00	\$ 1,050.00	\$ 1,050.00
25	527 Cromwell Terrace - 2 Locusts 12" DBH and 16" DBH	LS	2	\$ 700.00	\$ 1,400.00	\$ 475.00	\$ 950.00
26	572 Cromwell Terrace - 5 Osage Oranges 8" DBH; 10" DBH; 12" DBH; 14" DBH; 16" DBH	LS	5	\$ 400.00	\$ 2,000.00	\$ 250.00	\$ 1,250.00
27	Behind 418-420 Oldtown Road - Elm Multistem 4", 6", 8", 10", 10" DBH	LS	1	\$ 800.00	\$ 800.00	\$ 1,370.00	\$ 1,370.00
28	409 Linden Street - 2 Black Locusts 10" DBH and 16" DBH	LS	2	\$ 450.00	\$ 900.00	\$ 575.00	\$ 1,150.00
29	600 Saint Mary's Street - Sycamore 30" DBH	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00
30	Corner of 917 Kent/Edgevale Avenue - Silver Maple 34" DBH	LS	1	\$ 1,400.00	\$ 1,400.00	\$ 2,850.00	\$ 2,850.00
31	Corner of 917 Kent/Edgevale Avenue - Silver Maple 24" DBH	LS	1	\$ 1,200.00	\$ 1,200.00	\$ 2,650.00	\$ 2,650.00
32	805 Catskill Avenue across the road - Yellow Poplar 24" DBH	LS	1	\$ 1,800.00	\$ 1,800.00	\$ 1,250.00	\$ 1,250.00
33	805 Catskill Avenue across the road - Cherry 8" DBH	LS	1	\$ 100.00	\$ 100.00	\$ 500.00	\$ 500.00
34	805 Catskill Avenue across the road - Two Sassafras 4" DBH and 6" DBH	LS	2	\$ 150.00	\$ 300.00	\$ 250.00	\$ 500.00
35	506 Washington Street - Sycamore 30" DBH	LS	1	\$ 1,800.00	\$ 1,800.00	\$ 3,150.00	\$ 3,150.00
36	1 South Terrace - Maple 10" DBH	LS	1	\$ 400.00	\$ 400.00	\$ 950.00	\$ 950.00
Part B							
1	Prune Sycamores at 306 Franklin Street	LS	2	\$ 400.00	\$ 800.00	\$ 1,200.00	\$ 2,400.00
2	Prune Sycamores at Smith Park Between Seymour and Race Street	LS	2	\$ 300.00	\$ 600.00	\$ 1,400.00	\$ 2,800.00
Part C							
1	Stump Grind 121-127 Race Street	LS	3	\$ 125.00	\$ 375.00	\$ 140.00	\$ 420.00
2	Stump Grind 223 Race Street	LS	1	\$ 150.00	\$ 150.00	\$ 270.00	\$ 270.00
3	Stump Grind 35-37 Pennsylvania Avenue	LS	3	\$ 150.00	\$ 450.00	\$ 113.33	\$ 340.00
4	Stump Grind 439 N. Centre Street	LS	1	\$ 150.00	\$ 150.00	\$ 390.00	\$ 390.00
5	Stump Grind 446 N. Centre Street	LS	1	\$ 250.00	\$ 250.00	\$ 530.00	\$ 530.00
6	Stump Grind 450 N. Centre Street	LS	1	\$ 150.00	\$ 150.00	\$ 430.00	\$ 430.00

CITY OF
CUMBERLAND
MARYLAND

PROJECT INFORMATION	
Project Title:	2021 Fall Tree Removal, Pruning, Stump Grinding Project
City Project:	17-21-M
Contract Length:	150 Calendar Days
BID OPENING	
Date & Time:	September 22, 2020 2:30 PM EDT
Location:	Council Chambers, City Hall Cumberland, MD 21502

CERTIFIED BID TABULATION


BIDDER	BIDDER
Kiddy's Contracting	P&P Tree Care
P.O. Box 223 Lonaconing, MD 21539	10401 Hinkle Road Cumberland, MD 21502

BASE BID				Kiddy's Contracting		P&P Tree Care	
7	Stump Grind N. Centre Street behind Public Safety Building	LS	2	\$ 125.00	\$ 250.00	\$ 85.00	\$ 170.00
8	Stump Grind Corner of Kent Ave./Edgevale Ave.	LS	1	\$ 400.00	\$ 400.00	\$ 335.00	\$ 335.00
9	Stump Grind 518 Avondale Avenue	LS	1	\$ 100.00	\$ 100.00	\$ 205.00	\$ 205.00
10	Sump Grind 518A Avondale Avenue	LS	1	\$ 100.00	\$ 100.00	\$ 205.00	\$ 205.00
11	Stump Grind 526 Avondale Avenue	LS	1	\$ 100.00	\$ 100.00	\$ 210.00	\$ 210.00
12	Stump Grind 114 Decatur Street	LS	1	\$ 150.00	\$ 150.00	\$ 270.00	\$ 270.00
13	Stump Grind 29 East Mary Street	LS	1	\$ 150.00	\$ 150.00		\$ -
14	Stump Grind 148 East Mary Street	LS	1	\$ 150.00	\$ 150.00	\$ 170.00	\$ 170.00
15	Stump Grind 205 East Mary Street	LS	2	\$ 150.00	\$ 300.00	\$ 75.00	\$ 150.00
16	Stump Grind 215 Bowen St. Municipal Parking Lot	LS	1	\$ 250.00	\$ 250.00	\$ 290.00	\$ 290.00
17	Stump Grind 738 Gephart Drive	LS	1	\$ 300.00	\$ 300.00	\$ 345.00	\$ 345.00
18	Stump Grind 1036 Richwood Avenue	LS	1	\$ 300.00	\$ 300.00	\$ 330.00	\$ 330.00
19	Stump Grind 777 MacDonald Terrace	LS	2	\$ 150.00	\$ 300.00	\$ 172.50	\$ 345.00
20	Stump Grind 505 Washington Street	LS	1	\$ 150.00	\$ 150.00	\$ 145.00	\$ 145.00
21	Stump Grind 749 Washington Street	LS	1	\$ 150.00	\$ 150.00	\$ 170.00	\$ 170.00
22	Stump Grind 500 Arnett Terrace	LS	1	\$ 300.00	\$ 300.00	\$ 270.00	\$ 270.00
23	Stump Grind 210 South Street	LS	1	\$ 150.00	\$ 150.00	\$ 180.00	\$ 180.00
24	Stump Grind 412 South Street	LS	2	\$ 150.00	\$ 300.00	\$ 100.00	\$ 200.00
25	Stump Grind 419 South Street	LS	1	\$ 150.00	\$ 150.00	\$ 220.00	\$ 220.00
26	Stump Grind 603 Lincoln Street	LS	1	\$ 125.00	\$ 125.00	\$ 350.00	\$ 350.00
27	Stump Grind 500 Greene Street (at CMG Entrance)	LS	1	\$ 300.00	\$ 300.00	\$ 350.00	\$ 350.00
				\$ 43,750.00		\$ 71,360.00	

Note: P&P Tree Care had addition ERRORS based on the bid items that were shown on the bid form against what their total for the project was. In addition, there was one line item not given a price. These errors increased their total bid, which kept them as the high bidder still.

Note: Kiddy's Contracting had one math error in which it increased the total contract price by \$150. It has been hi-lited above and the total has been adjusted.

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



Derrick Grimm
Contracts Admin Officer

Council Agenda Summary

Meeting Date: 10/5/2021

Key Staff Contact: Derrik Grimm, Anita Simmons

Item Title:

Award 2021 Fall Tree Removal, Pruning, Stump Grinding, City Project No. 17-21-M

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

The City of Cumberland would like to award the 2021 Fall Tree Removal, Pruning, Stump Grinding Project to the low responsive bidder, Kiddy's Contracting, in the amount of \$43,750.00

This project was advertised for bid on 8/30/21. Bids closed on 9/22/21, with two qualified bids being received. The low bidder was Kiddy's Contracting with an acceptable bid of \$43,750. The other acceptable bid was \$71,360.

The project is budgeted for this fiscal year, and utilizes City funds. It is expected that the project will begin immediately after execution of the Contract.

Amount of Award: \$43,750.00

Budget number: 001.080P.010T 20100

Grant, bond, etc. reference: City Funds

File Attachments for Item:

. Order 26,887 authorizing the execution of Change Order No. 2 for City Project "Replacement of Bridge A-C-06 on Baltimore St. Over Wills Creek" (9-18-BR) to amend the original contract of cost share agreement with the Allegany County Government for invoices pertaining to the Final Design Services, with the County paying MDOT directly and seeking reimbursement from the City for its cost share portion estimated at \$3,892.65. This Change Order will increase the total reimbursement request to \$123,647.25, which is 20% of the estimated project cost of \$618,236.26.

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

ORDER NO. 26,887

DATE: October 5, 2021

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

THAT, with regard to Order No. 26,384 accepting the sole source proposal from MD Department of Transportation (SHA) to provide engineering services for City Project "Replacement of Bridge No. A-C-06 on Baltimore St. Over Wills Creek" (9-18-BR), authorization is hereby granted to execute Change Order No. 2 to amend the original contract of cost share agreement with the Allegany County Government for invoices pertaining to the Final Design Services as the County will be paying MDOT directly and seeking reimbursement from the City of Cumberland for its cost share portion estimated at Three Thousand, Eight Hundred Ninety-two Dollars and Sixty-five Cents (\$3,892.65); and

BE IT FURTHER ORDERED that, this Change Order shall increase the total reimbursement request to One Hundred Twenty-three Thousand, Six Hundred Forty-seven Dollars and Twenty-five Cents (\$123,647.25), which is 20% of the estimated project cost of Six Hundred Eighteen Thousand, Two Hundred Thirty-six Dollars and Twenty-six Cents (\$618,236.26).

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: 10/5/2021

Key Staff Contact: Robert Smith

Item Title:

Change Order No. 2 Replacement of Bridge No. A-C-06 on Baltimore Street over Wills Creek, City Project No. 9-18-BR

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

The City of Cumberland is requesting a change order to amend the original contract of cost share agreement with the Allegany County Government for invoices pertaining to the Final Design Services for the Replacement of Bridge A-C-06 on Baltimore Street over Wills Creek. Allegany County will be paying the MD Department of Transportation directly and seeking reimbursement from the City for its cost share portion estimated at \$3,892.65. The requested change order shall increase the total reimbursement request to \$123,647.25, which is 20% of the estimated project cost of \$618,236.26. The Preliminary Engineering costs are associated with M&CC Order 26,467, and the Final Design is change order #1 which is associated with M&CC Order #26,641.

Item	Description	Total Cost	Local Share (20%)	Federal Share (80%)
1	Preliminary Engineering	\$ 171,381.95	\$ 34,276.39	\$ 137,105.56
2	Final Design	\$ 427,391.05	\$ 85,478.21	\$ 341,912.84
3	Final Deign Amendments	\$ 19,463.26	\$ 3,892.65	\$ 15,570.61
	Total	\$ 618,236.26	\$ 123,647.25	\$ 494,589.01

Amount of Award: \$3,892.65

Budget number: 115.099Y.63000

Grant, bond, etc. reference: SHA Grant Funding

File Attachments for Item:

. Order 26,888 - authorizing the Mayor to execute a letter to the US Army Corp of Engineers, Baltimore District, and the MD Department of the Environment, Water and Science Administration, advising that the City of Cumberland, for the purpose of the Potomac River Mitigation Bank Project, accepts the ownership of the Cumberland Dam under the Blue Bridge, to allow for the dam to be removed

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

ORDER NO. 26,884

DATE: October 5, 2021

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

THAT, Joseph P. George be and is hereby appointed to the Planning and Zoning Commission as the ex-officio member.

Raymond M. Morriss, Mayor



CITY OF CUMBERLAND MARYLAND

October 5, 2021

Beth E. Bachur
USACE, Baltimore District
Regulatory Branch
2 Hopkins Plaza
Baltimore, MD 21201

Kelly Neff
Mitigation and Technical Assistance Section Chief
Water and Science Administration
Maryland Department of the Environment
1800 Washington Boulevard
Baltimore, MD 21230

Dear Ms. Bachur and Ms. Neff:

The City of Cumberland, for the purpose of the Potomac River Mitigation Bank Project, accepts the ownership of the Cumberland Dam located under the Blue Bridge connecting Cumberland, MD to Ridgely, WV. The purpose of accepting ownership for this project is to give permission for the dam to be removed.

The restoration of the North Branch of the Potomac River to its natural ecological state is a critical step towards the vision of a River Park, which will also foster economic development and preserve the historical significance in downtown Cumberland, Maryland. Removal of the Cumberland Dam is the first step in achieving these goals.

Sincerely,

Raymond M. Morriss
Mayor Cumberland Maryland

MAYOR

RAYMOND M. MORRISS

COUNCIL

SETH D. BERNARD
RICHARD J. CIONI, JR.
EUGENE T. FRAZIER
LAURIE P. MARCHINI

**INTERIM CITY
ADMINISTRATOR**

KEN TRESSLER

CITY SOLICITOR

MICHAEL SCOTT COHEN

CITY CLERK

MARJORIE A. WOODRING



MEMBER MARYLAND
MUNICIPAL LEAGUE (MML)

57 N. LIBERTY STREET, CUMBERLAND, MD 21502 www.cumberlandmd.gov
VOICE (301)722-2000 • FAX (301)759-6438 • TDD (800)735-2258

File Attachments for Item:

. Order 26,889 - appointing Jeffrey F. Silka as the City Administrator for the City of Cumberland effective November 1, 2021

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

ORDER NO. 26,889

DATE: October 5, 2021

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

THAT, Jeffrey F. Silka be and is hereby appointed City Administrator for the City of Cumberland effective November 1, 2021.

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 26,890 - authorizing execution of an Employment Agreement with Jeffrey Silka for the position of City Administrator to be effective November 1, 2021, for a 3-year term, with automatic one-year renewals thereafter, contingent upon terms of the agreement

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

ORDER NO. 26,890

DATE: October 5, 2021

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

THAT, the Mayor be and is hereby authorized to execute an Employment Agreement by and between the Mayor and City Council of Cumberland and Jeffrey Silka for the position of City Administrator to be effective November 1, 2021, for a three (3) year term, with automatic one-year renewals thereafter contingent upon terms of the agreement.

Raymond M. Morriss, Mayor

CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS CITY ADMINISTRATOR EMPLOYMENT AGREEMENT (“Agreement”), by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND** (the “City”), a municipal corporation duly formed and existing under the laws of the State of Maryland, and **Jeffrey Silka** (“Silka”) is made and effective this _____ day of _____, 2021.

RECITALS:

WHEREAS, the City desires to employ Silka as its City Administrator pursuant to Section 18 of the Charter of the City of Cumberland (the “City Charter”);

WHEREAS, Section 37 of the City Charter provides that the position of City Administrator is a contractual position rather than a civil service position;

WHEREAS, the City has determined that it is in the best interests and welfare of the City to employ Silka as its City Administrator; and

WHEREAS, it is the desire of Silka to accept such employment subject to the terms and conditions of this Agreement, all of which are acceptable to the parties hereto.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Silka as follows:

1. Recitals. The Recitals set forth above are not merely prefatory. They are incorporated by reference herein and form a part of this Agreement as though they were fully set forth again herein.

2. Appointment/Term of Employment. The City hereby employs Silka for the position of City Administrator, and Silka hereby accepts the said employment, which said employment shall commence effective November 1, 2021 and extend through the close of business on October 31, 2024 (the “Initial Term”), unless otherwise earlier terminated pursuant to the provisions of this Agreement. Upon the expiration of the Initial Term, it shall automatically renew from year to year for successive one (1) year renewal terms, unless terms are renegotiated, upon the same terms and conditions as set forth herein unless the City provides written notice to Silka at least one hundred eighty (180) days prior to the expiration of the Initial Term or any renewal term, as the case may be, of his/its decision not to renew this Agreement. It is understood and agreed that notwithstanding the notice provision set forth herein, the City has the right to terminate Silka’ employment at any time, for cause or without cause, with or without notice.

Unless otherwise provided hereinafter, all compensation and benefits to be afforded to Silka shall commence effective November 1, 2021.

3. Probationary Period. The first six (6) months of Silka's employment (the "Probationary Period") shall be probationary. During the Probationary Period, employment shall be at-will, i.e., either party may terminate this Agreement for any reason or no reason at all. During the Probationary Period, the City may terminate this Agreement with or without advance notice, in which event, it shall pay Silka a lump sum cash payment equal to four (4) weeks' aggregate salary and benefits. If Silka terminates this Agreement during the Probationary Period, he shall provide the City with no less than fourteen (14) days' advance notice. If Silka provides the advance notice, the City shall pay him a lump sum cash payment equal to two (2) weeks' aggregate salary and benefits. If he does not provide the requisite advance notice, he shall be compensated through the last day of his employment and shall not receive any additional compensation.

The terms of this section of this Agreement shall take supersede and take precedence over any conflicting terms hereof.

4. Duties of Silka. Silka shall perform those duties set forth in the City Charter and City Code as being the responsibility of the City Administrator, and he further shall perform any and all such other duties as may be prescribed from time-to-time by the Mayor and City Council. He shall perform the functions and duties of his position honestly, fully, faithfully and loyally, acting at all times in the best interest of the City.

In the discharge of his duties, Silka shall be governed by the City Charter, the Cumberland City Code (the "City Code"), other ordinances, resolutions and orders of the City, and applicable state and federal laws and regulations, such as are now in effect or as may be enacted, amended or modified subsequent to the date of the execution of this Agreement. Furthermore, Silka shall render services pursuant to the terms of this Agreement in such executive, supervisory and general administrative capacities as the City shall from time-to-time determine.

It is understood and agreed that Silka shall devote his full-time employment and attention and his best efforts to the performance of his duties as set forth herein. He shall do no act or fail to perform any act where such act or failure to act operates to the detriment of the City.

5. Salary. Silka shall receive salary in the amount of One Hundred Thirty-Two Thousand Dollars (\$132,000.00) per annum, payable on regular paydays and in accordance with the payroll procedures of the City now in force or as may be amended from time-to-time. Said salary shall increase annually by the cost-of-living adjustment, if any, the City generally provides to its non-union employees. Silka shall first become eligible for a cost-of-living adjustment on July 1, 2022.

6. Office Support. The City shall provide an office, supplies and equipment therefore, as the same are necessary for Silka's professional and effective performance of his duties as City Administrator.

7. **Benefits.** Silka shall be entitled to the following benefits:

7.1. **Holidays.** He shall be entitled to time off for all holidays normally observed by the City.

7.2. **Vacations.** Upon the conclusion of the Probationary Period, Silka shall earn paid vacation up to a maximum of fifteen (15) days per year. Said vacation shall be non-cumulative and shall not carry over from year to year, unless agreed upon by the parties in writing. Upon the termination or expiration of this Agreement, Silka shall be entitled to compensation for any vacation leave he has accrued but not used.

7.3. **Sick Leave.** Upon the conclusion of the Probationary Period, paid sick leave shall accrue at the rate it accrues generally for the City's non-union employees, currently one and one-fourth (1 ¼) days per month and shall be cumulative without limit as to carry-over from year to year. Upon the expiration or termination of this Agreement, Silka shall receive compensation for unused sick leave in accordance with the policy then generally applicable to the City's non-union employees under the terms of the City's Employee Handbook and he shall be given credit for said sick leave for purposes of his State of Maryland Retirement System benefits to the same extent generally applicable to the City's non-union employees under the City's Employee Handbook.

7.4. **Health Insurance.** The City shall provide Silka with the same health insurance, including family coverage, the City generally provides for the benefit of its non-union employees and he shall contribute to the payment of the premiums in the same percentages applicable to those employees generally under the terms of the City's Employee Handbook. The costs of said premiums shall be deducted from his pay and he consents to the City effecting said deductions from his pay.

7.5. **Retirement.** The City shall provide Silka with the retirement benefits set forth in this Section of the Agreement.

7.5.1. **State Retirement.** The City shall contribute to the State of Maryland Retirement System for the benefit of Silka in such amount as is prescribed by State law.

7.5.2. **Deferred Compensation.** The City shall establish a deferred compensation plan for Silka's benefit. Silka may make contribution to the plan as he sees fit. The City will not make contributions to the plan.

7.6. **Disability Insurance.** The City shall contribute the lesser of fifty percent (50%) of the premium or Six Hundred Dollars (\$600.00) annually towards a long-term disability insurance policy for the benefit of Silka.

7.7. Automobile Provisions.

7.7.1. Automobile Allowance. The City shall provide Silka with a Three Hundred Fifty Dollars (\$350.00) monthly automobile allowance.

7.7.2. Requirements. Silka shall be responsible for providing a vehicle for his use in carrying out his duties as City Administrator. Further, he shall be responsible for all operational, maintenance, repair and fuel costs for his vehicle as well the costs associated with the procurement of comprehensive insurance coverage for the said vehicle. Silka shall procure comprehensive insurance coverage for any vehicles he owns or uses naming the City as a co-insured and providing coverage in the amount of no less than \$250,000.00 per claim and \$500,000.00 per occurrence. Immediately upon the execution of this Agreement, Silka shall provide the City Clerk with a certificate of insurance evidencing his procurement of the required automobile insurance coverage

7.8. Miscellaneous Benefits. In addition to the benefits enumerated above, Silka shall receive such other benefits available to or which may be made available generally to the City's non-union employees under the City's Employee Handbook.

8. Performance Evaluations.

A. The City shall review and evaluate the performance of the City Administrator at the conclusion of the Probationary Period and at least once annually in advance of the adoption of the annual operating budget. Said review and evaluation shall be in accordance with specified criteria developed by the City with the City Administrator's input. Said criteria may be added to or deleted from as the City may from time-to-time determine in consultation with the City Administrator. Further, the Mayor shall provide the City Administrator with a summary written statement of the findings of the Mayor and City Council and provide an adequate opportunity for the City Administrator to discuss the evaluation with the Mayor and City Council.

B. Annually, the Mayor and City Council shall define such goals and performance objectives that they determine necessary for the proper operation of the City and in the attainment of the Mayor and City Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budget appropriations provided.

C. In effecting the provisions of this Section, the City and City Administrator agree to abide by the provisions of applicable law.

9. Death & Disability.

9.1. Death. If Silka dies prior to expiration of the Initial Term or any renewal term of this Agreement, all obligations of the City to Silka will cease as of the date of his death.

9.2. Disability. If Silka is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued sick leave, the City shall have the right to terminate this Agreement, said termination to be considered as other than for Cause, with benefits being paid in the manner set forth in Section 9.3 hereinafter.

10. Termination. This Agreement may be terminated upon any of the following reasons, subject to the following terms and conditions:

10.1. Termination Upon Mutual Consent. This Agreement may be terminated upon mutual consent of the City and Silka, upon such terms and conditions as agreed in writing by the parties hereto. Such a termination shall not be considered to be a termination for Cause. However, Silka shall not be entitled to the benefits set forth in Section 8.3 hereafter, unless the parties' written agreement includes said benefits.

10.2. Termination for Cause. The City may terminate Silka employment under the terms of this Agreement at any time for Cause. For the purposes of this Agreement, "Cause" shall be defined as:

(i) Silka' failure to satisfactorily perform his obligations under the terms of this Agreement, the City Charter, as now in force or as may hereafter be amended, or the City Code, as now in force or as may be hereafter amended;

(ii) Silka' conviction of a felony;

(iii) Silka' conviction of any crime punishable as a felony or involving moral turpitude;

(iv) Silka' use of alcohol or a controlled substance which impairs his ability to effectively perform his duties and obligations under this Agreement;

(v) Silka violation of the International City/County Management Association ("ICMA") Code of Ethics; or

(vi) any action by Silka which is likely, in the City's opinion, to significantly damage its public image and any such action has not been remediated or corrected, provided it is capable of being remediated or corrected, to the reasonable satisfaction of the City within ten (10) days of written notice thereof to Silka.

It is specifically agreed that upon termination for "cause", Silka shall be entitled to receive his salary and benefits to the date of said termination but no longer.

It is further agreed by the parties that the effective execution of the position of City Administrator will require the reasonable use of personal judgment with respect to the

interpretation and implementation of the City Charter, City Code, ordinances, and rules and regulations and that the reasonable use of said judgment may not constitute “cause” for termination.

10.3. Termination other than for Cause. In the event the City elects to terminate this Agreement other than for Cause before the expiration of the Initial Term or any renewal term of this Agreement and, at the time of the termination, Silka is willing and able to perform his duties under this Agreement but for his termination, it shall pay Silka a lump sum cash payment equal to one hundred eighty (180) days aggregate salary and benefits. He shall also be compensated for all earned and unused vacation and sick leave accrued as of the date of the termination. Otherwise, Silka shall be entitled to receive his salary and benefits to the date of said termination but no longer.

10.4. Resignation. In the event Silka resigns from his position with the City before the expiration of the Initial Term of this Agreement or any renewal term thereafter, he shall provide the City with no less than forty-five (45) days’ advance written notice of his resignation unless the parties agree otherwise in writing. Upon resignation, Silka shall be entitled to receive his salary and benefits through the effective date of said resignation, but no longer, and he shall have the right to receive compensation for any vacation leave he has accrued but not used. In the event Silka resigns without providing the required forty-five (45) days’ written notice and the City does not waive this notice requirement in writing, Silka will forfeit the right to receive compensation for accrued and unused vacation leave and he shall be subject to such other and further remedies as the City may have against him.

11. Suspension. The City may suspend the City Administrator with full pay and benefits at any time during the term of this Agreement. He shall be given written notice setting forth the bases for the suspension within a reasonable period of time following the commencement of said suspension.

12. Professional Associations, Memberships and Training. The City agrees to appropriate and expend funds for Silka to maintain his membership in ICMA and the Maryland City and County Management Association (“MCCMA”). At a minimum, the City agrees to provide for such training and professional education as is necessary for Silka to maintain his ICMA Credentialed Manager status.

13. Dues and Subscriptions. The City agrees to budget and pay for professional dues and subscriptions necessary for Silka’ continuation and full participation in national, regional, state and local organizations necessary and desirable for his continued professional growth and advancement and for the good of the City.

14. Civic Club Membership. The City recognizes the desirability of representation in and before local civic and other organizations, and Silka is authorized and encouraged to become a member of such civic clubs and organizations or to otherwise participate in their programs and meetings. With respect to memberships requiring the payment of dues, the Mayor shall be responsible for determining which organizations Silka may join.

15. Outside Employment Prohibited. It is further understood and agreed that Silka shall regularly be required to work more than forty (40) hour work weeks in the fulfillment of his duties as City Administrator. In furtherance of the fulfillment of the said duties, during the Initial Term and any renewal terms of this Agreement, he shall be prohibited from accepting any work other than his employment as City Administrator, whether as an employee or on an independent contractual basis, on a temporary or permanent basis, on a part-time or full-time basis, or otherwise, except as may be permitted by the City, the said grant of permission to be set forth in writing, subject to the limitation that said outside employment shall not interfere with Silka' fulfillment of his obligations under the terms of this Agreement.

16. Time Off During Workday. In recognition of the fact that Silka will devote a great deal of time to the performance of his duties as City Administrator outside of normal office hours, he shall be allowed to take time off as he shall deem appropriate during those normal office hours.

17. Professional Liability. The City agrees to defend, hold harmless and indemnify Silka for any and all claims brought against him arising out of his actions within the scope of the employment relationship with the City, subject to the exceptions and limitations set forth in the Local Government Tort Claims Act (Md. Cts. & Jud Proc. Code Ann. §§ 5-301, *et seq.*, as may be amended from time-to-time) and applicable law.

18. City Residence. Section 18 of the City Charter requires the City Administrator to become a resident of the City of Cumberland and maintain said residency throughout the term of his employment as such as a condition of his continued employment with the City as its City Administrator. It is understood that the City Administrator will have overnight stays at locations other than his principal residence in the City of Cumberland; however, he shall maintain his residence in the City of Cumberland and shall spend the majority of his overnight stays in the City of Cumberland.

19. Use & Return of City Property. Silka recognizes and agrees that personal property is provided to him by the City in connection with his employment as City Administrator, which personal property shall be and remain the property of the City. Further, Silka will preserve, use and hold the City's property for the benefit of the City for the purpose of carrying out the City's business, it being understood that reasonable personal use, consistent with City policies, is permitted. When Silka' employment under this Agreement terminates, he will immediately deliver to the City all City property he has in his possession or control.

20. Bonding. The City shall bear the full costs of any fidelity or other bonds required of the City Administrator required under any law or ordinance.

21. Relocation Expense. The City shall reimburse Silka for up to \$10,000.00 for the costs of moving his current place of residence to the City of Cumberland. He shall obtain three (3) quotes and shall utilize the services of the lowest bidder.

22. **No Reductions of Benefits.** The City shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of the City Administrator, except to the degree of such a reduction across the board for all non-union employees of the City.

23. **Relationship of the Parties.** The relationship between the parties hereto is that of employer and employee. Silka shall have no authority to enter into any contracts binding upon the City, except as shall be specifically authorized in the City Code or in writing by the City.

24. **Attorneys' Fees.** In the event suit or action is instituted to interpret or enforce the terms of this Agreement or as a result of a breach of its terms, the prevailing party shall be entitled to recover from the other party such sums as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action as well as court costs and reasonable litigation expense.

25. **Modification or Amendments.** No amendment, change or modification of this Agreement shall be valid unless the said amendment, change or modification is in writing and signed by both of the parties hereto.

26. **Entire Agreement/Prior Agreements.** This Agreement constitutes the entire agreement between the parties, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations between the parties with respect to all or any part of the subject matter of this Agreement. This Agreement supersedes and takes the place of all prior agreements between the parties hereto relative to the City's employment of Silka and the terms and conditions thereof.

27. **Waiver.** Failure of either party at any time to require performance of any of the provisions of this Agreement shall not limit either party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of the provision itself or of any other provision.

28. **Severability.** Each section of this Agreement shall be severable, and should any section hereof be deemed to be unconstitutional, illegal or void, said determination shall not affect the validity or enforceability of any other section. The parties hereto agree that should any such clause be declared to be unconstitutional, illegal or void, they shall attempt to renegotiate said term so as to effect the intent of the parties with respect to the terms of this Agreement under terms which are constitutional, legal and enforceable.

29. **Binding Effect.** This Agreement shall be binding upon the parties hereto, their respective heirs, personal representatives, administrators, executors, successors, assigns, and transferees in interest.

30. **Assignability.** This Agreement may not be assigned without the written consent of the parties hereto.

31. Counterparts; Electronic Copies. This Agreement may be executed in counterparts. Counterparts transmitted by fax, email, text message or by other electronic means shall be deemed to be and treated as originals.

32. 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.

33. Notices. Notices required by the terms of this Agreement shall be given by deposit in the custody of the United State Postal Service, postage prepaid, addressed as follows:

If to the City, to:

City Clerk
57 N. Liberty Street
Cumberland, MD 21502

If to the City Administrator, to:

Jeffrey Silka
275 Shady Ridge Drive
Monroeville, PA 15146

Alternatively, notices required pursuant to the terms of this Agreement may be hand-delivered to the persons identified above. Notice shall be deemed given as of the date of hand-delivery or as of the date of deposit of such written notice in the course of its transmission by means of the United States Postal Service. In the event either party changes their address, he/it shall provide the other party with written notice of the address change and the new address shall be that party's address of record for the purpose of the notice provisions set forth in this section.

34. Governing Law. This Agreement shall be governed and construed according to the laws of the State of Maryland without regard to principles of conflict of laws. It shall be enforceable by means of an action commenced in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and both parties waive the right to claim that such a proceeding is commence in an inconvenient forum or one that lacks proper venue.

35. 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.

36. Jury Trial Waiver. **THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OF THEM MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR**

PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT.

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

WITNESS/ATTEST:

Jeffrey Silka (SEAL)

MAYOR AND CITY COUNCIL OF CUMBERLAND

Marjorie A. Woodring, City Clerk

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

File Attachments for Item:

. Order 26,891 - declaring 130 Polk Street (Tax No. 14-001255) as surplus property and authorizing it for sale through a closed bid process

THIS DEED, made this 14th day of May, 2020, by and between **LOUIS J. KLEPITCH** and **MICHAEL D. KLEPITCH**, parties of the first part, and **MAYOR AND CITY COUNCIL OF CUMBERLAND**, party of the second part, 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 parties of the first part do hereby grant, bargain and sell, release, confirm and convey unto the party of the second part, its successors and assigns:

ALL that lot or parcel of ground situated on the Westerly side of Polk Street, Election District No. 14, City of Cumberland, Allegany County, Maryland, known and designated as part of Lot No. 5 and Lot No. 6 in George Blocher's Addition to Cumberland, and more particularly described as follows:

BEGINNING for the same at a PK Nail set in the concrete sidewalk at the Westerly limits of Polk Street and leaving said limits of aforementioned Street and with a new division line with house No. 128, 1) North 67 degrees, 08 minutes, 51 seconds West 52.45 feet to a drill hole set in the concrete, thence with a new division line the next two courses, 2) North 20 degrees, 49 minutes, 57 seconds East 32.48 feet to a PK Nail set in a bituminous concrete parking lot; thence 3) South 67 degrees, 14 minutes, 26 seconds East 53.61 feet to a drill hole set in the concrete sidewalk and being the Westerly margin of Polk Street, thence with the Westerly margin, 4) South 22 degrees, 53 minutes 13 seconds West 32.55 feet to the place of beginning, containing 1723.52 square feet, more or less, as surveyed by Coughenour Surveying December, 1995.

IT BEING the same property which was conveyed from Paul E. Smith to the parties of the first part herein by deed dated March 15, 2006, and recorded among the Land Records of Allegany County, Maryland in Book 1246, Page 80.

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 party of the second part, its successors and assigns in fee simple forever.

RECEIVED
CIRCUIT COURT
ALLEGANY CO.
2020 MAY 14 A 9:15

Cohen

THIS DEED, made this 14th day of May, 2020, by and between **LOUIS J. KLEPITCH** and **MICHAEL D. KLEPITCH**, parties of the first part, and **MAYOR AND CITY COUNCIL OF CUMBERLAND**, party of the second part, 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 parties of the first part do hereby grant, bargain and sell, release, confirm and convey unto the party of the second part, its successors and assigns:

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TO HAVE AND TO HOLD the above-described property unto the party of the second part, its successors and assigns in fee simple forever.

REC'D
MAY 14 2020
CUMBERLAND

when

AND the said parties of the first part for themselves, 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 parties of the first part the day and year first above written.

WITNESS:

[Signature]

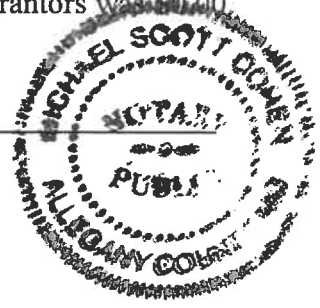
Louis J. Klepitch (SEAL)
Louis J. Klepitch

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 6th day of May, 2020, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Louis J. Klepitch**, 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 that the total payment made to the grantors was \$0.00.

WITNESS my hand and Notarial Seal.

[Signature]
NOTARY PUBLIC



My Commission Expires: 1/17/21

This is to certify that, according to the records of the Allegany County Tax & Utility Office, there are no taxes due on the property on (s) provided on the intake sheet rec
Account(s)# 14001255

[Signature]
Allegany County Tax office
10/28/2020
Date

CITY OF CUMBERLAND
APPLICATION FOR CERTIFICATION
OF TAX LIENS AND OTHER CHARGES DUE

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

Property address: 130 Polk Street

Property Tax ID No. 14-001255

Current property owner(s): Louis J. & Michael D. Kleptich

Requestor name: Michael Scott Cohen, Esq.

Requestor mailing address: 213 Washington St, Cumberland, MD 21502

Requestor e-mail: michaelcohen@atlanticbbn.net

Check one: MAIL TO REQUESTOR HOLD FOR PICKUP E-mail

DO NOT WRITE BELOW THIS LINE - FOR DEED ENDORSEMENT PURPOSES ONLY

THE FOLLOWING IS THE ENDORSEMENT REQUIRED FOR ATTACHMENT TO
DEEDS AS A PREREQUISITE FOR THEIR RECORDATION AS REQUIRED BY
MD. Real Propp. Code Ann. § 3-104(b) (2)

I am a person duly authorized by the above-referenced municipality to execute this endorsement. I hereby certify that the real property taxes (either half-year or whole year for residential properties), assessments and charges for the above-referenced property have been paid current. This endorsement is effective for a period of thirty (30) days from the date of its issuance.

Lisa Terrell
Signature

10/21/20
Date of issuance

Lisa Terrell
Printed name

(Municipal

Accounting Specialist
Job Title



State of Maryland Land Instrument Intake Sheet

Baltimore City County: Allegany

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording Validation

1	Type(s) of Instruments	(<input type="checkbox"/> Check Box if addendum Intake Form is Attached.)							
		<input checked="" type="checkbox"/> Deed	<input type="checkbox"/> Mortgage Lease	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____				
2	Conveyance Type Check Box	<input type="checkbox"/> Improved Sale Arms-Length [1]	<input type="checkbox"/> Unimproved Sale Arms-Length [2]	<input type="checkbox"/> Multiple Accounts Arms-Length [3]	<input type="checkbox"/> Not an Arms-Length Sale [9]				
		3 Tax Exemptions (if applicable) Cite or Explain Authority							
		Recordation							
		State Transfer							
		County Transfer							
4	Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only					
		Purchase Price/Consideration \$ 0.00		Transfer and Recordation Tax Consideration					
		Any New Mortgage \$		Transfer Tax Consideration \$					
		Balance of Existing Mortgage \$		X ()% = \$					
		Other \$		Less Exemption Amount - \$					
		Other: \$		Total Transfer Tax = \$					
		Full Cash Value: \$		Recordation Tax Consideration \$					
		X () per \$500 = \$							
		TOTAL DUE \$							
5	Fees	Amount of Fees		Doc. 1					
				Doc. 2					
		Recording Charge \$		\$		Agent:			
		Surcharge \$		\$		Tax Bill:			
		State Recordation Tax \$		\$		C.B. Credit:			
		State Transfer Tax \$		\$		Ag. Tax/Other			
		County Transfer Tax \$		\$					
		Other \$		\$					
		Other \$		\$					
6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG		
		14	001255	1246/B0				(5)	
		Subdivision Name		Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)	
		Location/Address of Property Being Conveyed (2)							
		130 Polk St., Cumberland, MD 21502							
		Other Property Identifiers (if applicable)						Water Meter Account No.	
		Residential or Non-Residential		Fee Simple <input checked="" type="checkbox"/> or Ground Rent		Amount:			
		Partial Conveyance? Yes <input checked="" type="checkbox"/> No		Description/Amt. of SqFt/Acreage Transferred:					
		If Partial Conveyance, List Improvements Conveyed:							
		Doc. 1 – Grantor(s) Name(s)				Doc. 2 – Grantor(s) Name(s)			
Louis J. Kleptich & Michael D. Kleptich									
Doc. 1 – Owner(s) of Record, if Different from Grantor(s)				Doc. 2 – Owner(s) of Record, if Different from Grantor(s)					
Doc. 1 – Grantee(s) Name(s)				Doc. 2 – Grantee(s) Name(s)					
Mayor and City Council of Cumberland									
New Owner's (Grantee) Mailing Address									
57 N. Liberty Street, Cumberland, MD 21502									
9	Other Names to Be Indexed	Doc. 1 – Additional Names to be Indexed (Optional)			Doc. 2 – Additional Names to be Indexed (Optional)				
10	Contact/Mail Information	Instrument Submitted By or Contact Person					<input checked="" type="checkbox"/> Return to Contact Person		
		Name: Michael Scott Cohen					<input type="checkbox"/> Hold for Pickup		
		Firm: Michael Scott Cohen, LLC					<input type="checkbox"/> Return Address Provided		
		Address: 213 Washington Street, Cumberland, MD 21502							
					Phone: (301) 724-5200				
11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER									
Assessment Information	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will the property being conveyed be the grantee's principal residence?							
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Does transfer include personal property? If yes, identify: _____							
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).							
Assessment Use Only – Do Not Write Below This Line									
Terminal Verification		Agricultural Verification		Whole		Part			
Transfer Number		Date Received:		Deed Reference:		Assigned Property No.:			
Year	20	20	Geo.	Map	Sub	Block			
Land			Zoning	Grid	Plat	Lot			
Buildings			Use	Parcel	Section	Occ. Cd.			
Total			Town Cd.	Ex. St.	Ex. Cd.				
REMARKS:									

Space Reserved for County Validation

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

ORDER NO. 26,891

DATE: October 5, 2021

WHEREAS, The Mayor and City Council of Cumberland is the record owner of a parcel of property identified as 130 Polk Street; and

WHEREAS, the Mayor and City Council have determined that this property is no longer needed for any public use and will be offered for sale to the general public through a closed bid process;

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

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

130 Polk Street

Tax ID No. 14-001255

Liber folio - Book 2602, Page 311

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

Raymond M. Morriss, Mayor