



Mayor and City Council of Cumberland

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

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

AGENDA

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

DATE: January 04, 2022

OPEN SESSION - 6:15 p.m.

Pledge of Allegiance

Roll Call

Presentations

1. Quarterly presentation of awards to employees who have reach career milestones with the City of Cumberland

Director's Reports

(A) Administrative Services

1. Administrative Services monthly report for October, 2021

Approval of Minutes

1. Approval of the Closed Session Minutes of August 31, 2021, and the Regular Session Minutes of October 5, November 16, and December 7, 2021

New Business

(A) Orders (Consent Agenda)

1. **Order 26,936** - authorizing the Chief of Police to utilize MCIN grant funds to purchase two (2) ELSAG License Plate Readers from Applied Technology Services, a vendor on the Maryland State bid list, at a total cost not to exceed \$33,680.00
2. **Order 26,937** - authorizing execution of a Donation Agreement with Sky Nate Properties LLC to transfer 804 Maryland Avenue (Tax No. 04-012089) to the City and authorizing execution of the deed and other documents necessary for the transfer
3. **Order 26,938** - authorizing an amendment to Order No. 26,913, approved December 7, 2021, to increase the cost for purchase of a new International HV507 SFA Dump Truck

and Plow w/ Spreader from Five Star International LLC and Stephenson Equipment by \$2,035, bringing the new total to an amount not-to-exceed \$173,665, due to the rising cost of manufacturing parts

- 4. Order 26,939** - authorizing appointments and reappointments to the Administrative Appeals Board, Downtown Development Commission, Human Relations Commission, and Shade Tree Commission
- 5. Order 26,940** - appointing W. Shannon Adams as Fire Chief for the City of Cumberland effective January 4, 2022, and authorizing the Mayor to execute an Employment Agreement with Adams for said position

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Administrative Services monthly report for October, 2021

Administrative Services Monthly Report for October 2021

January 4, 2022

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Dear Mayor and City Council Members:

The following report is submitted by the Department of Administrative Services for the month of October, 2021.

Information Technology Department

October 2021

No report submitted

Parks and Recreation

October 2021

Virtual Halloween Events

Costume Contest – Combined event between Parks & Recreation and the Downtown Development Commission. Also includes a Pumpkin Carving Contest
Seasonal House Decorations.

Winners determined by volunteer judges. Prizes available and ready for pick up at City Hall.

Drive by Trick or Treat event

Held on Thursday October 28, at Constitution Park, 5:30-7:30 p.m.

Hosted by City Parks & Recreation, Cumberland DDC, Cumberland Police Department, Mayor and City Council. City Staff, and Costumed Volunteers distributed over 300 candy bags to children as adults drove into the park. This was an alternative Halloween event due to the current continuing COVID 19 pandemic.

Field Usage:

Baseball/ Softball League

Soccer/Football League play and practices for October:

The City of Cumberland provides fields for the following leagues:

Girls Softball, Fall Instructional League

Dapper Dan Fall League

JCP Soccer League

AVID Soccer Club

Renegades Pee Wee Football

Adult Flag Football League

Note – October will conclude regular field usage for the fall season with the exception of only special event practices.

Pavilion Reservations and usage for the month of October - **9 reservations**

Pavilion reservations closed October 31, for the season to resume in the spring.

Amphitheatre area used by Allegany County Public Library for Story Time events.

Seasonal Employees – October concluded the staffing of seasonal employees of the park watchmen at Constitution Park. Mason Sports has additional weeks in November for playoff and all-star team practices. Restrooms will be open on a daily basis only until Winterization of these facilities begins in late November.

Meetings attended:

Monthly Recreation Advisory Board Meeting – October 4

Halloween event planning meetings at the Park

Frostburg State University Spring Intern Meetings

Upcoming:

Recreation Advisory Board Meeting – Monday November 1

Annual Tree Lighting Ceremony - DDC

New Year's Eve Fireworks

Proposals for July 4, 2022 Fireworks

Planning for Intern to begin in late January

Begin Planning for 2022 Season

Community Development Report

October 2021

CODE COMPLIANCE

Code Enforcement Activity :

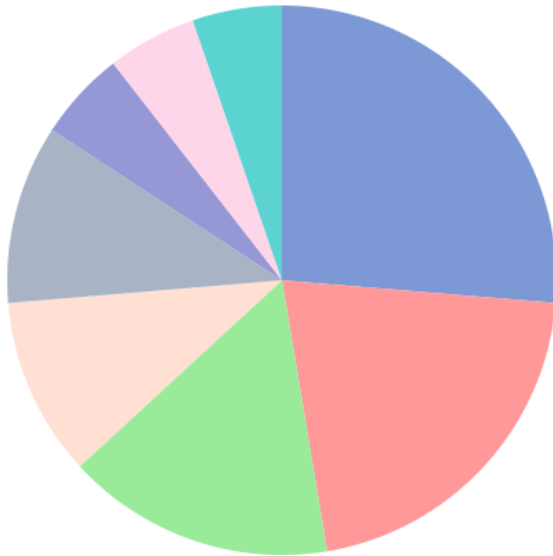
50 new cases received - 12 of those are still open

19 violations were found.

60 cases have been resolved.

Open Date From:
Open Date To:

10/01/2021
10/31/2021



Violations by Violation Type		
Dwellings, yards and lots to be kept clean	5	26.3%
Cutting of weeds	4	21.1%
(10) Truck and vehicle parking requirements	3	15.8%
Standards for good repair and safe condition	2	10.5%
Duties of owner and operator	2	10.5%
Good repair and safe condition	1	5.3%
Licensing of rental dwelling units	1	5.3%
Order to vacate	1	5.3%

PERMITS & RENTAL LICENSES

ISSUED - Permits, Reviews, and Licenses

40 Permits/Reviews issued

Building

Residential..... 4
Commercial..... 1

Demolition

Residential 1
Commercial 0

Electrical

Residential 11
Commercial 1

Miscellaneous

Residential..... 4
Commercial..... 1

Occupancy

Residential..... 3
Commercial..... 1

Plumbing

Residential 3
Commercial 0

Signage

Commercial 5

Use Public ROW

Total issued..... 4

Utility

Residential..... 1
Commercial..... 0

Rental Licenses

Issued 50

Rental Inspections.

Conducted: 33
Passed..... 33
Failed..... 1

Certificates of Appropriateness

Issued..... 2

Change Amend.

Issued..... 0

Demolitions

Residential..... 3
Commercial..... 0

Plans, Reviews, Amendments and Appeals

(ZA, SPR, SR, ZMA, ZTA, SRA) 0

Revenue from 'Issued' Permits/Reviews

Building Permits..... \$2,238.00
Miscellaneous Permits..... 75.00
Occupancy Permits 75.00
Sign Permits 314.50
Utility Permits 2,125.00
Plan Reviews, Amendments & Appeals 0.00

Zoning Classification Determination. (info request)..... 0.00
Municipal Infractions (Citation)..... 0.00
Certificates of Appropriateness 60.00
Rental Licenses (new & renewals) 2,675.00
Paid Rental Inspection Requests 0.00
TOTAL \$7,502.50

Demolition Permit – Bonds \$0.00

Noted Activity:

- M&CC accepted bids on seven of the 18 properties listed in Round 3 of Surplus Properties totaling \$8,274. Two properties from earlier round sold as well.

COMMUNITY DEVELOPMENT PROGRAMS

October 2021

Community Development Block Grant (CDBG) Monthly Activity	Oct 2021 Report	Original Bud	ERR	Contract	Lifetime Funds Exp		
Project	Year	Orig Budget			Expended	Remain	
2019 Slush (Final)	2019	\$5,659.63			\$0.00	\$5,659.63	
2019 Total Funds		\$5,659.63	ERR	Contract	Expended	\$5,659.63	
Baltimore Street Redesign	2020	\$402,700.00	x	Released	\$0.00	\$402,700.00	*
HRDC Emerg Homeless Prevention	2020	\$25,000.00	x	x	\$20,247.17	\$4,752.83	*
South Penn Playground	2020	\$37,500.00	x	x	\$37,500.00	\$0.00	*
Admin	2020	\$110,065.20	x	x	\$77,821.64	\$32,243.56	*
Fair Housing	2020	\$8,454.00	x	x	\$8,454.00	\$0.00	*
YMCA Gilcrist HVAC	2020	\$54,000.00	x	x	\$54,000.00	\$0.00	*
AHEC Dental Access	2020	\$8,000.00	x	x	\$8,000.00	\$0.00	*
Incredible Years Parnting Fam Junct	2020	\$7,000.00	x	x	\$5,644.12	\$1,355.88	*
PHA FCH Sidewalks Ph 2	2020	\$50,000.00	x	x	\$50,000.00	\$0.00	*
Constitution Park Inclusive Playground Ph 2	2020	\$65,000.00	x	x	\$62,638.82	\$2,361.18	*
HRDC Transitional Homeless Shelter	2020	\$6,000.00	x	x	\$0.00	\$6,000.00	*
2020 PI Slush (final as of July 2021)	2020	\$50.45			\$0.00	\$50.45	add new PI
2020 Grant Totals		\$773,769.65			\$324,305.75	\$449,463.90	
Balt Street Redesign	2021	\$232,721.00	Released			\$232,721.00	
HRDC Rental Rehabilitation	2021	\$19,300.00	underway			\$19,300.00	
YMCA Riverside Dehumidification	2021	\$200,368.00	Released	x		\$200,368.00	
Admin	2021	\$126,426.00	x		\$5,880.13	\$120,545.87	

Ind Cost	2021	\$15,120.00	x		\$2,369.25	\$12,750.75
Fair Housing	2021	\$8,454.00	x		\$403.14	\$8,050.86
YMCA GilcristHVA Repl Ph 2	2021	\$48,520.00	RROF pend			\$48,520.00
AHEC Emerg Dental Access	2021	\$4,000.00	x	x		\$4,000.00
Assoc Char Long Term	2021	\$4,000.00	x	x		\$4,000.00
Assoc Char Short Term	2021	\$5,000.00	x	x		\$5,000.00
PHA JFV Sidewalk Imps	2021	\$35,000.00	RROF pend			\$35,000.00
FCRC IPV	2021	\$9,500.00	x	x		\$9,500.00
Targeted Foot & Bike Patrol	2021	\$3,961.00	x	x		\$3,961.00
Jane's Place Inc	2021	\$4,000.00	x	x		\$4,000.00
YMCA Food Progr Trans Hous Shelt	2021	\$5,000.00	x	x		\$5,000.00
Const Pk/Splashpad	2021	\$87,750.00				\$87,750.00
2021 Grant Totals		\$809,120.00			\$8,652.52	\$800,467.48
Program Income July	2021	\$5.32	2020 Adm			
Program Income Aug	2021	\$5.32	2020 Adm			
Program Income Sept	2021	\$5.31	2020 Adm			
Program Income Oct	2021	\$0.00	na			
Total PI 2021		\$15.95				
					Expended	Remaining
Total					\$332,958.27	\$1,255,591.01
					Total All Yrs	\$1,255,591.01
as of 11/17/21 post Oct 2021 Draw						

Balances:	Year
\$5,659.63	2019
\$449,473.85	2020
\$800,467.48	2021
\$1,255,600.96	

66.40 PI
incl.

CDBG-CV Report for October 2021

7 activities

4 underway, 2 completed, 1 returned for re-allocation

\$124,696.20/\$596,161 expended or almost 21% CARES ACT CDBG expended.

Project Name	Amount Funded	Expended	Funds Remain
CV HRDC Emergency Assistance	\$200,000.00	\$24,992.05	\$175,007.95
CV Small Business Grants	\$80,000.00	\$0.00	\$80,000.00
CV Associated Charities Emergency Homeless Prevention	\$52,251.00	\$0.00	\$52,251.00
CV Hazard Pay Relief Program	\$55,000.00	\$55,000.00	\$0.00
CV Broadband & Technology Accessibility	\$89,000.00	\$37,954.15	\$51,045.85
TOTAL CV1	\$476,251.00	\$117,946.20	\$358,304.80
B20MW24001 Award	\$476,251.00		
Total	\$476,251.00	\$117,946.20	\$716,609.60
CV3 AYEP Youth Center Rehabilitation	\$113,160.00	\$0.00	\$113,160.00
CV3 YMCA Transitional Housing Sanitizer	\$6,750.00	\$6,750.00	\$0.00
TOTAL CV3	\$119,910.00	\$6,750.00	\$113,160.00
B20MW24001 Award	\$119,910.00		

Historic Planning/Preservation

October 2021

(Prepared by T. Hast - K. McKenney on Medical Leave as of 9/13)

- Prepared and distributed the 10/13/21 HPC meeting agenda and packets
 - Assisted with meeting. (3 COA, 1 RCA to review)
 - 2021 Preservation Award winner was chosen - 16 Washington St./Episcopal Church wall project
 - Sent determination letters out to applicants of all reviewed projects
- Tax Incentive application review of 600 Washington St. was approved for recommendation to M&CC.
- MHT upcoming training on Oct. 28 & 29. Shared with HPC – none attended.
- ‘Past Forward’ NTHP virtual training to be held Nov. 2-5, shared with HPC
- Working on Certified Local Government grant report for FFY20 due in December
- Gathering updates from six CPP District façade grant awardees on projects
- Working with HRDC on plaque for public display at Head Start/Seymour St. to finalize ARC OIG audit.

Comptroller's Office

October 2021

Cash Flow:

Attached for your review is a Cash Flow Summary for the month of October 2021.

On October 1, 2021, the City had a cash balance of \$24.9 million. Disbursements exceeded receipts by \$500 thousand resulting in a cash balance of \$24.4 million at October 31, 2021.

As of October 31, 2021, the significant tax receivable balances were as reflected in the table below.

Taxes receivable (General Fund)						\$ 4,122,307
	Beg Balance	New Billings	Adjustments/ Abatements	Collections	Bad Debt	Ending Balance
FY 2022	\$ 3,497,884	\$ 180,021	\$ (12,793)	\$ 724,901	\$ -	\$ 2,940,211
FY 2021	647,209	39	(68)	50,346	-	596,834
FY 2020	365,653	-	-	13,443	-	352,210
FY 2019	66,743	-	-	479	-	66,264
FY 2018	58,117	-	-	439	-	57,678
FY 2017	27,118	-	-	67	-	27,051
FY 2016	24,809	-	-	141	-	24,668
FY 2015	22,747	-	-	37	-	22,710
FY 2014	13,669	-	-	-	-	13,669
FY 2013	9,339	-	-	-	-	9,339
FY 2012	5,574	-	-	-	-	5,574
FY 2011	3,109	-	-	-	-	3,109
Prior FY's	2,990	-	-	-	-	2,990
	\$ 4,744,961	\$ 180,060	\$ (12,861)	\$ 789,853	\$ -	\$ 4,122,307

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

Real property (non-owner occupied)	\$942,297
Non-Corp Personal Property	14,030
Corporate Personal Property	750,356
Real Property (semiannual payments)	1,233,528
Real Property (Half Year)	0
	<u>\$2,940,211</u>

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

Cash and Investment Summary**October 31, 2021**

	Cash	Investments
Beginning Balance	\$ 24,890,472	\$ 12,875,553
Add:		
Cash Receipts	6,345,981	-
Investment Transfer	-	-
Less:		
Disbursements	6,845,135	-
Investment Transfer	-	-
Ending Balance	\$ 24,391,318	\$ 12,875,553
Restricted	\$ 10,798,392	\$ 6,988

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

Restricted Cash

	10/1/2021	Increase	Utilization	10/31/2021
Police Seizures	\$ 109,789	\$ 2	\$ -	\$ 109,791
Bowers Trust	53,579	-	-	53,579
Street Improvement	-	-	-	-
GOB 21	3,732,383	289	896,051	2,836,621
ARPA Funds	7,741,626	662	-	7,742,288
Demolition & Fiscal Agent Bonds	56,113	-	-	56,113
	\$ 11,693,490	\$ 953	\$ 896,051	\$ 10,798,392

Restricted Investments

	10/1/2021	Increase	Utilization	10/31/2021
DDC	\$ 6,987	\$ -	\$ -	\$ 6,987

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

GOB 21 is the FY21 general obligation bond issuance restricted for scheduled capital projects, equipment and closing costs.

Capital Projects and Associated Debt:

The tables below illustrate undrawn Maryland CDA bond proceeds as well as the accumulated debt draws and grants received associated with the Combined Sewer Overflow (CSO) projects.

Available Bond Proceeds

	10/1/2021	Issue	Utilization	10/31/2021
CDA 2015	\$ 185,713	\$ -	\$ 185,713	\$ -
CDA 2019	2,325,328	-	99,979	2,225,349
GOB 21	3,732,382	-	895,762	2,836,621
	\$ 6,243,424	\$ -	\$ 1,181,454	\$ 5,061,970

CSO Projects Debt Draws

	10/1/2021	Issue	Utilization	10/31/2021
Evitts Creek Debt	\$ 143,260	\$ -	\$ -	\$ 143,260
Evitts Creek Grant	5,418,560	-	-	5,418,560
78" Pipeline Debt	6,075,000	-	-	6,075,000
78" Pipeline Grant	46,338,080	-	-	46,338,080
	\$ 57,974,900	\$ -	\$ -	\$ 57,974,900

The \$186K utilization of CDA 2015 was toward the ongoing WWTP blower building electrical switchgear. CDA 2015 is now fully utilized. Of the \$100K utilized from CDA 2019, \$28K was for Cisco switches to replace old switches and add security, \$2K was toward police admin vehicles, and \$71K for a portion of a Water Fund backhoe. GOB21 balance increased by \$288 in October for interest earned but was offset by its utilization. GOB21 utilization of \$896K includes \$4K toward police patrol vehicles, \$40K for a fire department vehicle, \$39K for the remaining portion of the Water Fund backhoe, \$17K toward DAF Clarification Compressors, \$69K toward the WWTP electrical switch gear, \$7K toward the WWTP influent screen design, \$30K for WWTP ammonia nitrogen and nitrate probes, \$106K toward the Baltimore Street bridge, \$98K toward the Water Fund's cross connection program, \$36K toward the hydrant and valve replacement program, \$59K toward a water main replacement, \$91K toward the Industrial Boulevard waterline replacement, and \$300K for Koon Dam repairs.

The following three projects are major upgrades to the combined sewer collection system. Evitts Creek Phase 3 is in the engineering phase with the majority of the necessary funding in place. This project is funded with \$5.4 million in grants and \$0.2 million in loan and is on hold pending site access being granted by CSX. Evitts Creek Phase 4 is in the planning phase and funding will be sought from Maryland Department of the Environment (MDE) during FY 22 to begin the engineering phase. Phase 4 project cost is estimated at \$8 million. The 78" pipeline project is budgeted to begin construction during FY22, but is delayed pending Army Corp of Engineers approval and private property easement or acquisition. The total estimated project cost is \$52.4 million and is funded with \$46.3 million in grants and \$6.1 million in loan with \$1.5 million of the loan amount being forgivable.

COVID-19:***Available Funding (as of October 31st, 2021)***

The City is receiving \$19,595,850 from the American Rescue Plan Act (ARPA). Funding is distributed 50% in calendar year 2021 and the other 50% one (1) year after. On June 1, 2021, the first 50% was received in the amount of \$9,797,925. The U.S. Treasury issued guidance in May 2021 providing greater details on the eligible uses and priority of these funds in a 134-page guidance document called the Interim Final Rule. These are:

- Support public health expenditures
- Address negative economic impacts caused by the public health emergency

- Replace lost public sector revenue
- Provide premium pay for essential workers
- Invest in water, sewer, and broadband infrastructure

Funds available for use:

Purpose	Awarded	Allocation		
		Budgeted	Utilized	Remaining
American Rescue Plan Act (ARPA)	\$19,595,850			
Respond to the health emergency				
Community Programs				
PPE				
General		\$ 55,000	\$ -	\$ 55,000
Facilities and Equipment				
Premium Pay		\$ 833,952	\$ 833,952	\$ -
Revenue Loss		\$ 6,537,558	\$ 1,224,870	\$ 5,312,689
Infrastructure Investments				
Water				
Sewer				
Broadband				
Unallocated		\$ 12,169,339	\$ -	\$12,169,339
Total:	\$19,595,850	\$ 19,595,850	\$ 2,058,822	\$17,537,028

Respectfully submitted,

Jeff Silka
City Administrator

sln

File Attachments for Item:

1. Approval of the Closed Session Minutes of August 31, 2021, and the Regular Session Minutes of October 5, November 16, and December 7, 2021

Mayor and City Council of Cumberland

Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, August 31, 2021, 4:53 p.m.

The Mayor and City Council convened in open session at 5:00 p.m. for the purpose of closing the meeting for an executive session pursuant to Section 3-305 (b) (7) of the General Provisions Article of the Annotated Code of Maryland to receive legal advice regarding water and wastewater system issues, and to receive legal advice regarding a prospective noise ordinance.

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

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

ALSO PRESENT: Ken Tressler, Interim City Administrator; Mike Cohen, City Solicitor; Margie Woodring, City Clerk; Robert Smith, City Engineer; Zach Sloane, Plant Superintendent-WFP



Mayor and City Council of Cumberland

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

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

MINUTES

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

DATE: October 05, 2021

I. 6:15 p.m. OPEN SESSION

II. Pledge of Allegiance

III. Roll Call

PRESENT:

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

Also Present: Ken Tressler, Interim City Administrator; Marjorie Woodring, City Clerk; Robert Smith, City Engineer; Shannon Adams, Interim Fire Chief; Chuck Ternent, Chief of Police

IV. Statement of Closed Meeting

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

The Mayor announced that a closed session had been held on September 22, 2021 at 4:00 p.m. and read into the record a summary of that meeting which is attached hereto and made a part of these minutes as required under Section 3-306 (c)(2) of the General Provisions Article of the Annotated Code of Maryland.

V. Proclamations

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

Mayor Morriss read the proclamation. No one was present to accept the proclamation, and Mayor Morriss commented that Blind Industries in Cumberland announced they would be closing at the end of the month. He stated that M&CC will be discussing how

the City can help those employees find employment opportunities in and around Cumberland.

VI. Approval of Minutes

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

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

VII. 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.

Mr. Tressler advised that specific non-profits are granted the ability to request a tax exemption.

The Resolution was submitted in title only. **Motion** to accept the resolution was made by Councilman Cioni, seconded by Councilman George, and was passed on a vote of 5-0.

(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.

Mr. Tressler advised that there were 18 properties on this list, and 7 were bid on, with 1 property being held out due to needing to be declared surplus first.

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

Motion to approve the first reading and table until the next meeting was made by Councilman George, seconded by Councilman Frazier, and was passed on a vote of 5-0.

(C) Orders (Consent Agenda)

Mr. Tressler reviewed each item on the Consent Agenda. **Motion** to approve all orders was made by Councilwoman Marchini, seconded by Councilman Frazier, and was passed on a vote of 5-0.

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.

Mr. Tressler noted that the Cumberland Police Department does an excellent job in finding grants to help pay for operational costs.

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.

Mr. Tressler advised that the City appoints board members to the Housing Authority, but does not have operational oversight. He added that they are appointed by the recommendation of the Executive Director of the Housing Authority.

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.

Mr. Tressler advised that this deed is for the loop road that goes around the Grow West facility, and said this order is associated with the road closure regarding the Grow West expansion that was approved earlier this year.

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

Mr. Tressler advised that City Code stipulates that a member of the M&CC to be designated a non-voting member of the commission.

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.

Mr. Tressler advised that the City standardized on this equipment many years ago and said this is associated with the cross-connection program where old meters are replaced with new meters that have smartpoint devices and backflow preventers.

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.

Mr. Tressler advised that this was a public solicitation, with Kiddy's Contracting having the lowest price.

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.

Mr. Smith advised that this relates to some changes during the design process to look further into street lights at the site, additional permitting, survey for borings, and items that were outside the scope of work at the original bidding.

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.

Mr. Tressler that this is an early step to get the proposed River Park Project moving forward.

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

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

Mr. Tressler advised that this property was included in the Surplus Property Sales Round III, and said that City staff inadvertently forgot to declare it surplus, so this order fixes that issue.

VIII. Public Comments

Mark Larson, 80 Greene Street #3, spoke about appearing in front of Council in February of 2020 with his issue regarding the lack of appropriate signage at the intersection of Baltimore, Washington, and Greene Streets to reduce the risk of a pedestrian accident. He stated that after approaching Councilman Frazier shortly after he was elected, as well as the Mayor, nothing has changed. Mayor Morris advised that at this point they believe it is a workable intersection, but said the City would monitor it and see what could be done. Mr. Smith advised that it had been looked at by the previous City Engineer, and said for the sign to be taken out, they would have to see what the stacking capacity would be between the turning movement and the light at the bridge. He added that maybe some additional signage is needed. He said they would look at it again and get back to M&CC.

Bishop Walsh Spartan Theater Senior Representatives spoke about their Not So Spooky ghost tours to be held on Washington Street every Thursday in October from 7:30 – 8:30 p.m. They advised that it will be an historic tour, specifying the ghosts and history of the City, and said they have been in contact with local paranormal experts. The representatives advised that the tour will be fun for all ages, and not too scary for young children, and advised that theater members will be acting as the ghosts, and telling a little about their stories and backgrounds. The tour begins by the WMSR train station, and is free to the public, with the option for donations, which will sponsor the Bishop Walsh theater program which hasn't had much happening since Covid.

Shannon Adams, Interim Fire Chief, expressed his thanks to the M&CC and staff, and all who helped, participated, or sent support to the Cumberland Fire Department over the last couple days. He also expressed his thanks for support regarding firefighter Kelly Frye, whose funeral was held today. He said that Ken McKenzie, union president, was still with firefighter Frye's family, and couldn't be here tonight. Interim Chief Adams said that the union was very happy with all the support, and asked him to send their thanks, and he also expressed many thanks on behalf of the Cumberland Fire Department.

Mayor Morriss stated that it was their privilege to be there to honor firefighter Frye's 25 years of service, and said the CFD did a wonderful job of honoring him with a great send-off. Mr. Adams said that firefighters from Rochester, NY, Pittsburgh, PA, Frederick County, and numerous law enforcement agencies from all over came in support and to help the CFD go through something they had never done before. He also mentioned that the family knows of the City's support, and expressed their thanks. Councilman Frazier spoke about the outpouring he saw at the funeral home, and said it was one of the most touching funerals he's ever seen. He then read a poem he wrote entitled "Hero". He added that he built his new house in Cumberland specifically because of the Fire Department, Police Department, and EMTs who risk their lives every day, and said he appreciates them and supports them.

All public comments are limited to 5 minutes per person

IX. Adjournment

With no further business at hand, the meeting adjourned at 6:49 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____



Mayor and City Council of Cumberland

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

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

MINUTES

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

DATE: November 16, 2021

I. 6:15 p.m. OPEN SESSION

II. Pledge of Allegiance

III. Roll Call

PRESENT:

Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman Joseph P. George
President Raymond M. Morriss

Absent: Councilwoman Laurie P. Marchini

Also Present: Jeff Silva, City Administrator; Ken Tressler, Director of Administrative Services; Margie Woodring, City Clerk

IV. Proclamations

1. Proclamation presented to the Allegany High School Marching Band honoring their achievement in capturing the 2021 Tournament of Bands Atlantic Coast High School Marching Band Championship.

Mayor Morriss read the proclamation and presented it to senior band members and the coach. Larry Jackson, Head Band Coach, said that they appreciate the recognition and were proud to represent the City. He added that they are thankful for all who participated and supported the band. Mayor Morriss stated that the band represented the City of Cumberland very well, and said M&CC appreciates all the hard work that they put into achieving this championship.

2. Proclaiming November 27, 2021 to be Small Business Saturday in the City of Cumberland.

Mayor Morriss read the proclamation and presented it to Melinda Kelleher, Executive Director of the DDC. She stated that she appreciates the acknowledgement, that Small Business Saturday is a really important and critical day for the City's small businesses, and said she hopes this will be their best one ever. Mayor Morriss encouraged all Council Members to attend Small Business Saturday downtown, and said he hopes the whole community shops small and supports local businesses.

V. Director's Reports

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

(A) Fire

1. Fire Department monthly report for October, 2021

(B) Police

1. Police Department monthly report for October, 2021

(C) Utilities - Flood, Water, Sewer

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

VI. Approval of Minutes

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

1. Approval of the Work Session and Regular Session Minutes of August 17, 2021

VII. Unfinished Business

(A) Ordinances

1. **Ordinance 3905** (*2nd and 3rd readings*) - approving an application (ZMA #21-01) to amend the City's zoning map to rezone property at 718 Frederick Street from R-U (Urban Residential) to R-R (Rehabilitation and Redevelopment) Floating Zone.

SECOND READING: The ordinance was submitted in title only for its second reading.

Motion to approve the second reading and move to the third after comments was made by Councilman Frazier, seconded by Councilman Cioni, 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 submitted in title only for its third reading and was passed on a vote of 4-0

2. **Ordinance 3906** (*2nd and 3rd readings*) - accepting the bid from Michael W. and Kimberly A. McKay for the purchase of 17 Paw Paw Alley for the amount of \$2,500 and authorizing execution and conveyance of a deed to effect the transfer.

SECOND READING: The ordinance was submitted in title only for its second reading. **Motion** to approve the second reading and move to the third after comments was made by Councilman Frazier, seconded by Councilman George, 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 submitted in title only for its third reading and was passed on a vote of 4-0

VIII. New Business

(A) Ordinances

1. **Ordinance 3907** (*1st reading*) - authorizing the issuance and sale of General Obligation Bonds in the total amount not to exceed \$2,066,664 for the purpose of financing, reimbursing, or refinancing costs of the Decatur Street Waterline Project.

Mr. Silva advised that this project should begin in early spring of 2022, and said materials are already being secured by the contractor. He added that the total cost of this project is roughly \$3.1M, and said funding is being provided by an MDE grant, a state revolving loan, and an ARC grant.

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

(B) Orders (Consent Agenda)

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

Order 26,901 - approving the Sole Source Purchase of a new 2021 Ford T-250 EnviroSight Camera Van for use by the Sewer Dept. from Infrastructure Solutions Group, Mechanicsville, VA, which is offering the VA Sheriff's Association Heavy Equipment Procurement Program Contract (#22-03-0721) pricing, in the not-to-exceed amount of \$250,000.00.

Mr. Silva advised that this purchase is included in the FY22 sewer budget and in upcoming CDA debt issue, and said this is a piggy-back with the VA Sheriff's Heavy Equipment Contract. He added that the City did demo 3 trucks and received bids on 3, and said this truck is the best for the City's needs.

Order 26,902 - declaring City-owned property at 309 S. Cedar Street (Tax ID No. 04-015460) as surplus property, authorizing it for public sale, and authorizing the execution of a deed to effect the transfer of the property after 20 days from the date of this order.

Mr. Silva advised that this is a recent tax foreclosure property, and said the City was going to demo it, but said there have been interested buyers who plan to renovate it, so it will be offered for public sale.

Order 26,903 - accepting the bid from The EADS Group, Inc. for the "Water Distribution Analysis and CIP Update Contract (15-21-W)" in the lump sum cost of \$32,000.

Mr. Silva advised that this was a competitively bid solicitation for reviewing the City's storage facilities and providing an in-depth review of the City's water storage assets. He added that this will aid the City in planning a future capital project, and said it provides recommendation for replacing the Fort Hill reservoir cover, which is planned to be a FY23 key project.

IX. Public Comments

Ed Taylor, 400 S. Allegany St., representing the members of the Cumberland Historic Cemetery Organization, spoke about an issue he has with the Heritage Days Festival, in that the Cumberland Historical Society, headed by Dave Williams, is now running the festival, which he said was not a very inclusive group, and stated that other groups have had problems with Dave Williams, not just his organization.

He stated that his organization was purposely kept out of all information about the festival in almost a year's time, and he spoke about several issues pertaining to the Historical Society's running of the festival. He asked the M&CC to work with the County Commissioners in revamping the festival to include everyone. He also asked M&CC not to close streets next year for the festival, if no revamping is done. He stated that a meeting needs to be held with the County Commissioners, and recommended that the tourism office handle the festival like it did years ago.

Mayor Morriss advised that they will work with County Tourism to see if something can be worked out.

Larry Brock, 914 Lexington Ave., representing Mountain Maryland Trails, spoke about the GAP Trail, which he said in his opinion is the largest tourist attraction in Cumberland, not necessarily in the County, and said last year 148,850 people used the trail, with 1/3 being from out of town. He also stated that 100,000 local users support local businesses and have an impact on the downtown. He talked about some signage painting that was done on the trail funded by his organization, and said the County did a good job of removing tree roots in the blacktop. He asked the City to pave the areas that have been fixed by the County, and said that for a large attraction bringing in \$5M income to the County, it should behoove the City to support that. Mr. Brock provided a photo, which he said he would email to M&CC. Mayor Morriss said Council would look at and review the photo and see what they could do. He agreed that the GAP Trail and the C&O Canal bring a lot of tourist dollars into the City, and said he understands what a great asset they both are.

Rick Bartlett, 10206 Hillcrest Dr., advised that he was tagging along with Mr. Brock tonight, and said he had enlisted him to be volunteer maintenance coordinator for the GAP Trail. He stated that this seems like a very small project, but said it has a big impact to tourists from out of town who don't see it every day, whereas with locals that use the trail find it easier to ignore. He said he and Mr. Brock just ask that it gets a bit of attention. Mayor Morriss stated he would get Mr. Bartlett's phone number, and said they would stay in touch.

All public comments are limited to 5 minutes per person

X. Adjournment

With no further business at hand, the meeting adjourned at 6:50 p.m.

Minutes approved on _____

Mayor Raymond M. Morriss, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____



Mayor and City Council of Cumberland

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

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

MINUTES

M&CC Regular Meeting
City Hall, 57 N. Liberty Street, Cumberland, MD 21502

DATE: December 07, 2021

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

II. Pledge of Allegiance

III. Roll Call

PRESENT:

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

Also Present: Jeff Silka, City Administrator; Michael S. Cohen, City Solicitor; Marjorie A. Woodring, City Clerk; Ken Tressler, Director of Administrative Services; Shannon Adams, Interim Fire Chief; Chuck Ternent, Chief of Police; Brian Gowans, WCBC Radio; Greg Larry, Cumberland Times-News

IV. Statement of Closed Meeting

1. Summary Statement of closed meeting

Mayor Morriss announced that a Closed Meeting had been held on December 7, 2021 at 4:30 p.m. and read into the record a summary of that meeting which is attached hereto and made a part of these minutes as required under Section 3-306 (c) (2) of the General Provisions Article of the Annotated Code of Maryland.

V. Director's Reports

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

(A) Administrative Services

1. Administrative Services monthly report for September, 2021

(B) Engineering

1. Engineering Division monthly report for November, 2021

(C) Public Works

1. Maintenance Division monthly report for October 2021

VI. Approval of Minutes

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

1. Approval of the Closed Session Minutes of August 17, 2021, and the Regular Session Minutes of September 7, 2021

VII. Unfinished Business

(A) Ordinances

1. **Ordinance 3907** (*2nd and 3rd readings*) - authorizing the issuance and sale of General Obligation Bonds in the total amount not to exceed \$2,066,664 for the purpose of financing, reimbursing, or refinancing costs of the Decatur Street Waterline Project.

Mr. Silka provided background on the ordinance and advised that materials were already being secured by the contractor, and said this project will cost roughly \$3.16M, with various funding being utilized.

SECOND READING: The ordinance was submitted in title only for its second reading. The reading was interrupted and a **motion** was made by Councilwoman Marchini to suspend the second reading and move to the third after comments. Councilman George seconded the motion, and the **motion** and it passed on a vote of 5-0.

Mayor Morriss called for questions or comments. Being none, the ordinance moved to its third reading.

THIRD READING: The ordinance was submitted in title only for its second reading and was approved by a vote of 5-0

VIII. New Business

(A) Resolutions

1. **Resolution R2021-08** (*1 reading*) - authorizing certain businesses located in the Gateway Enterprises Zone to receive tax credits for the year 2022-2023.

Mr. Silka provided background on the Gateway Enterprise Zone, saying that qualifications are reauthorized annually for those businesses included in the zone by the County, with the City reauthorizing separately.

The resolution was submitted in title only. **Motion** to approve the resolution was made by Councilman George, seconded by Councilman Cioni, and was passed on a vote of 5-0.

(B) Orders (Consent Agenda)

Mr. Silka reviewed each item on the Consent Agenda, and Mayor Morriss called for questions or comments. **Motion** to approve Order Nos. 26,904 through 26,916 was made by Councilman Frazier, seconded by Councilwoman Marchini, and was passed on a vote of 5-0. **Motion** to approve Order Nos. 26,917 and 26,918 was made by Councilwoman Marchini, seconded by Councilman Cioni, and was passed on a vote of 4-0, with Councilman George abstaining. **Motion** to approve Order Nos. 26,919 through 26,923 was made by Councilman Cioni, seconded by Councilman Frazier, and was passed on a vote of 5-0.

Order 26,904 - authorizing the Chief of Police to enter in to a Memorandum of Understanding (MOU) with the United States Department of Veterans Affairs, Martinsburg, WV, Care System to formalize an existing relationship between the CPD and the US Dept. of Veterans Affairs reinforcing interagency coordination, response and requests for assistance at the VA Community Based Outpatient Clinic in Cumberland, Maryland.

Chief Ternent advised that this order just updates the existing MOU already in place, and said the CPD provides mostly all the protection at the clinic, as the VA police don't have a station here in Cumberland. He added that this is to finalize how the CPD operates and interacts with them.

Order 26,905 - accepting the proposal from Hertrich Fleet Services, Inc. to supply one 2022 Ford Interceptor Utility vehicle for use in the Cumberland Fire Department in the amount of \$41,059.00. This equipment will be purchased as part of the State of MD Contract for police equipment, pursuant to Section 2-171 (b) of the City Code.

Order 26,906 - authorizing the execution of Change Order No. 2 to the original contract with Carl Belt, Inc. for the Flood Control System Concrete Repairs Project (01-13-FPM), decreasing the original contract amount by \$6,250 and bringing the new contract amount to \$181,400.

Mr. Smith advised that the decrease in price was due to not installing Bid Item #10 – Mill Race-Install Concrete Gutter, in lieu of installing Bid Item #10A – Install Riprap Along Slope.

Order 26,907 - authorizing execution of an Encroachment Agreement with the Allegany County Commissioners to allow the County to relocate its recycling center from the north side of Riverside Avenue to the western end of Kelly Road.

Order 26,908 - lifting the provisions of Section 11-113 of the City Code to allow open containers of alcohol within a defined area of the downtown mall for the New Year's Eve Ball Drop event, to be effective beginning December 31, 2021 at 10:00 p.m. and extending through January 1, 2022, at 1:00 a.m.; notwithstanding that open glass containers shall not be permitted.

Order 26,909 - declaring City-owned property at 443 Columbia Street to be surplus property and authorizing it for sale to the general public.

Order 26,910 - approving the request from Noble Environmental (Mountainview Landfill) for a one-year extension on the current contract to provide landfill services for accepting municipal solid waste from the City of Cumberland (22-18-M) for an additional one-year term to be effective 7/1/22 - 6/30/23, and to accept curbside municipal solid waste with a \$38.52/ton tipping fee.

Mr. Silka advised that this is an extension of the City's current landfill rate and said Noble Environmental is taking over for Waste Management. He added that this gives the City an additional year as further analysis is done on the landfill.

Order 26,911 - authorizing the sole source purchase of filter media in the estimated amount not-to-exceed \$50,000 from Leopold/Xylem Water Solutions USA, Inc. for media replacement in filter beds at the Water Filtration Plant.

Mr. Smith advised that the filter beds have exceeded their useful life so they need to be replaced, and added that the City doesn't have enough storage to purchase all of the filter media at one time, so the material will be purchased one bed at a time.

Order 26,912 - accepting the sole source proposal from Cleveland Brothers Caterpillar, Murrys ville, PA to provide a new Caterpillar 246D3 Skid Steer Loader with saw attachment for an amount not to exceed \$66,755.00 through Sourcewell agreement pricing and including a trade-in price of \$7,000 for a 1999 Bobcat Skid Steer Model 763.

Order 26,913 - accepting the sole source proposal from Five Star International and Stephenson Equipment to provide a new International HV507 SFA Dump Truck w/plow and spreader through Co-Star pricing for an amount not-to-exceed \$171,630.

Order 26,914 - approving a Special Taxing District (STD) property tax exemption of \$1,042.76 for 55 Baltimore Street, owned by David Romero.

Order 26,915 - authorizing execution of a Reimbursement and Release Agreement with Columbia Gas outlining terms by which the City shall pave and restore the public right-of-way disturbed by Columbia Gas during the renovation of their pipeline system on Fayette Street from Greene St. to Private Alley 131LF south of High Lane, in exchange for a lump sum amount of \$106,607.

Mr. Smith advised that there are three of these agreements with Columbia Gas, which will put the paving in the City's hands, to get better pricing. He added that with the three agreements, the paving totals approximately \$470K, and said it gives the City buying power to access state contracts in order to lock contractors in ahead of time and be able to do more paving. He said there will be more of these agreements in the future when it is advantageous for the City to do so.

Order 26,916 - authorizing execution of a Reimbursement and Release Agreement with Columbia Gas outlining terms by which the City shall pave and restore the public right-of-way disturbed by Columbia Gas during the renovation of their pipeline system in the areas of Olive Ave., Ella Ave., Elder St., Virginia Ave., and Humbird St. in exchange for a lump sum payment to the City of \$166,066.

Mr. Silka advised that this is the second agreement with Columbia Gas.

Order 26,917 - authorizing the Chief of Police to enter into a Memorandum of Understanding (MOU) with the Family Crisis Resource Center (FCRC) to provide police overtime in the amount not-to-exceed \$8,000, providing Domestic Violence Response Team (DVRT) follow-ups.

Chief Ternent provided information on Order 26,917 and Order 26,918, and said the CPD has a great partnership with FCRC, and said these two orders are regarding the two projects the CPD has been involved with for years: 1) Pay officers to go out to the homes with family violence advocates, and 2) Provide officers for security during visitation with estranged parents.

Order 26,918 - authorizing the Chief of Police to enter into a Memorandum of Understanding with the Family Crisis Resource Center to provide police overtime in the amount not to exceed \$19,583, providing security at FCRC during supervised visitation and exchange.

Order 26,919 - authorizing execution of a Reimbursement and Release Agreement with Columbia Gas outlining terms by which the City shall pave and restore the public right-of-way disturbed by Columbia Gas during the renovation of their pipeline system in the areas of Frederick, Decatur, Fulton, Davidson, Glenn, Charles, and Bellevue Streets, and Footer Place in exchange for a lump sum payment to the City of \$195,195.00.

Mr. Silka advised that this is the third agreement with Columbia Gas

Order 26,920 - City of Cumberland – FY 2021 Year-end Budget Adjustment.

Mr. Tressler provided details about the FY21 end of year budget adjustment, and reviewed the major items.

Order 26,921 - authorizing execution of a Donation Agreement with Angela F. Growden for the conveyance of 421 S. Central Ave. (Tax No. 22-014293) to the City, authorizing acceptance of the deed to transfer the property, and authorizing the City Administrator and City Solicitor to execute documents necessary to facilitate the transfer.

Mr. Silka advised that this project is ongoing.

Order 26,922 - authorizing execution of a Subdivision Distributor Settlement Participation Agreement and a Subdivision Janssen Settlement Participation Agreement stating that the City elects to participate in the Janssen and Distributor Settlement Agreements of July, 2021, and become a participating subdivision in order to obtain benefits from the settlements.

Mr. Cohen explained that this order provides for the City to ride on the coattails of others to obtain benefits, and said all other orders regarding opioid settlements will essentially have this same explanation.

Order 26,923 - approving the expenditure of American Rescue Plan Act (ARPA) funding for certain community programs and infrastructure in the amount of \$1,938,863.

Mr. Silka advised that these are basically projects that the City has been able to get out of the chute quickly, and reviewed the projects and amounts allocated for them.

Brian Gowans, WCBC Radio, noted that it is nearing the 1-year anniversary of the ground-breaking of the Maryland Avenue Project, and asked for an update. Mayor Morriss advised that the footers have been laid for the Phase I project, and said excavating has started. He also advised that the developer has acquired another property, the green duplex across from the Chick-fil-A, and said that completes the lots for that corner. The Mayor added that the developer is actively engaged in negotiation with a convenience-type store for that site, which he said could be a Royal Farms or a Wa-Wa.

Greg Larry, Cumberland Times-News, asked for news about the WMSR's restored 1309 steam engine. Mayor Morriss, who is on the WMSR board, advised that the engine had made its test run, and had passed all FRA inspections. He said it is scheduled for three Polar Express excursions to Helmstetter's Curve this month.

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 6:59 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

File Attachments for Item:

. **Order 26,936** - authorizing the Chief of Police to utilize MCIN grant funds to purchase two (2) ELSAG License Plate Readers from Applied Technology Services, a vendor on the Maryland State bid list, at a total cost not to exceed \$33,680.00

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

ORDER NO. 26,936

DATE: January 4, 2022

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

THAT the Chief of Police be and is hereby authorized to utilize MCIN grant funds to purchase two (2) ELSAG License Plate Readers from Applied Technology Services, 11615 Crossroads Circle, Ste. J, Middle River, MD, 21220 at a total cost of Thirty-three Thousand, Six Hundred Eighty Dollars and No Cents (33,680.00).

Raymond M. Morriss, Mayor



Sales Quote

Customer Information		Vendor Information		Quote Information	
Cumberland Police Department 20 Bedford Street Cumberland, Maryland 21502		Applied Technology Services 11615 Crossroads Circle, Ste J Middle River, MD 21220 Phone: (410) 344-1256 Fax: (410) 344-1259 Send orders to orders@appliedtechnologyservices.com		ATS Quote Number: AT5298469 Quote Date: 10/26/2021 Quote Valid Until: 11/30/2021 ATS Inside Sales Rep: PC Customer Ref No: Contract Vehicle: MD Hardware 2012 060B2490022	
Qty	Description	Unit Price	MSRP	Total	
2	140032 - ELSAG Plate Hunter™ M7 – 2 Camera (2) 421920 - M7 Trunk box, 1-2 Cameras (2) 410917 - GPS Antenna (Garmin Style) (2) 410052 - Ethernet Cable Shielded 25 ft (2) 413335 - M7 Trunk box Mounting Bracket - 1 piece (2) 421939 - M7 Cam 12mm 740nm (2) 421812 - M6 Universal 1 Cam Mount (2) 413308-16 - M7 Transportable Camera Cable - 16FT (2) 421940 - M7 Cam 16mm 740nm (Left hand) (2) 421812 - M6 Universal 1 Cam Mount (2) 413308-16 - M7 Transportable Camera Cable - 16FT (2) 413307 - M7 Permanent Power Cable (2) 412995 - Packing Foam Insert (2) 510033-CSC - Car System Version 6.X - EOC Connected	11,500.00		23,000.00T	
2	520001-MOBILE-2 - 1 Year Standard Hardware & Software Extended Warranty Two Camera System Volume Discount	1,720.00		3,440.00T	
2	520001-MOBILE-2 - 1 Year Standard Hardware & Software Extended Warranty Two Camera System Volume Discount	1,720.00		3,440.00T	
1	210020 - Tech Dispatch	1,250.00		1,250.00T	
2	510322-5.X - EOC Operation Center License 5.X	1,275.00		2,550.00T	
Subtotal				\$33,680.00	
Sales Tax (0.0%)				\$0.00	
Total				\$33,680.00	

Please send orders to orders@appliedtechnologyservices.com

Council Agenda Summary

Meeting Date: January 4, 2022

Key Staff Contact: Chief Chuck Ternent

Item Title: ELSAG License Plate Readers

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

Authorize the Chief of Police to utilize MCIN grant funds to purchase two (2) ELSAG License Plate Readers from Applied Technology Services (vendor on the Maryland State bid list) at a total cost of \$33,680.00.

File Attachments for Item:

. **Order 26,937** - authorizing execution of a Donation Agreement with Sky Nate Properties LLC to transfer 804 Maryland Avenue (Tax No. 04-012089) to the City and authorizing execution of the deed and other documents necessary for the transfer

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

ORDER NO. 26,937

DATE: January 4, 2022

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

THAT, the Mayor be and is hereby authorized to execute a Donation Agreement by and between Sky Nate Properties LLC and the Mayor and City Council of Cumberland whereby certain property at 804 Maryland Avenue (Tax No. 04-012089) shall be transferred to the City for the sum of \$1.00; and

BE IT FURTHER ORDERED, that the City shall accept the deed to effect transfer of said property, provided settlement contingencies are met; and

BE IT FURTHER ORDERED, that should it be necessary to extend the date for closing under the terms of the Contract, the City Administrator and City Solicitor are jointly and severally granted the authority to enter into agreement for said purpose; and

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

Raymond M. Morriss, Mayor

DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement"), is made by and between **Sky Nate Properties, LLC** ("Donor"), a Maryland limited liability company, and the **Mayor and City Council of Cumberland** (the "City"), a Maryland municipal corporation, and is effective upon the date of its completed execution, which date is hereinafter referred to as the "Effective Date".

RECITALS

WHEREAS, Donor owns the parcel of real property together with the improvements thereon, if any, described as follows and hereinafter collectively referred to as the "Property":

Tax Id No. 04-012089 (804 Maryland Avenue, Cumberland, MD 21502); described in the deed recorded in the Land Records of Allegany County, Maryland in Book 1998, Page 469; and

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

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

WITNESSETH:

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

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

2. **Donation.** Subject to the terms and conditions of this Agreement, Donor agrees to donate the Property together with the buildings and improvements thereon, if any, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining to the City, and the City agrees to accept that donation. The closing for the donation shall be held no later than sixty (60) days from the Effective Date unless said time frame is extended by the City with or without notice to Donor.

3. **Estate/Condition.** The Property shall be conveyed to the City in fee simple and in "AS IS" condition. Donor shall convey the Property to the City by means

of a deed containing covenants of special warranty and further assurances. Said deed shall be delivered to the City at closing.

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

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

4.2. Tenants. Donor shall deliver the Property to the City free of tenants or inhabitants of any kind, with all such individuals' personal property and belongings being removed. Donor shall be responsible for legally evicting any tenants who may have been leasing the Property.

4.3. Utility Termination. Donor shall be responsible for the termination of all utility services to the Property.

4.4. Walkthrough. The City's acceptance of a deed for the Property shall be contingent upon the its performance of a walk-through inspection of the Property in order to confirm that the Property will be delivered with all contingencies set forth in this Agreement having been met,

5. Appraisal. Donor has the right to have the Property appraised for purposes of claiming a tax deduction for the noncash charitable contribution of the Property to the City. The appraisal(s) shall be performed prior to closing or the date of the City's acceptance of the deed for the Property. Upon delivery of the deed for the Property and the City's acceptance of the same, Donor shall provide the City with the appropriate tax documents relative to their eligibility to claim the aforesaid tax deduction, including, but not limited to, IRS Form 8283 and the acknowledgment required under 21 U.S.C. § 170(f)(8)¹. Upon the City's acceptance of the deed and its receipt of the appraisal(s) and the appropriate tax documentation, the City Administrator shall execute the tax documentation on behalf of the City, it being understood and agreed that he is specifically empowered to do so under the terms of this Agreement. It is understood and

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

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

agreed that the City shall not be required to execute any such documents attesting to the value of the Property in the event such valuation is not supported by an appraisal or appraisals performed by a licensed real estate appraiser. Further, Donor shall be solely responsible for the preparation and processing of the aforesaid tax documentation as well as its submission to the IRS, and the City shall have no liability relative thereto, even if it provides assistance to Donor with respect to such matters.

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

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

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

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

10. **Taxes/Recording Fees.** The transfer of the Property to the City is exempt from recordation and transfer taxes under Md. Tax Property Code Ann. § 12-108 (A)(1) and 13-207(a)(1).

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

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

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

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

15. **Notices.** Any notice, request, demand, approval or consent given or required to be given under this Agreement shall, except as otherwise expressly provided herein, be in writing and shall be deemed to have been given when mailed by United States certified mail, postage prepaid, return receipt requested at the address stated below.

To Donor:

Sky Nate Properties, LLC
ATTN Brian Howell
327 Beall Street
Cumberland, MD 21502

To the City:

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

with a copy to:

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

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

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

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

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

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

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

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

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

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

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

WITNESS/ATTEST:



Marjorie A. Woodring,
City Clerk

SKY NATE PROPERTIES, LLC

By:  (SEAL)
Brian Howell, Member



date

**MAYOR AND CITY COUNCIL
CUMBERLAND**

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

date

THIS DEED, made this 28th day of December, 2021, by and between **SKY NATE PROPERTIES, LLC** (the "Grantor"), and **MAYOR AND CITY COUNCIL OF CUMBERLAND** (the "City"), a Maryland municipal corporation.

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the City, its successors and assigns:

ALL that lot, piece or parcel of ground situated in the City of Cumberland, Allegany County, State of Maryland, described as follows:

BEGINNING for the same at a point of beginning of the lot of ground conveyed to William T. Coulehan by deed dated October 3, 1905, and recorded among the Land Records of Allegany County in Liber 98, Folio 718, and running thence with the east side of Maryland Avenue, North 50 ½ degrees East 25 feet; then parallel with the fourth line of said Coulehan deed, South 37 ½ degrees East 100 feet; then parallel with said Avenue, South 50 ½ degrees West 25 feet to said Coulehan lot, and with the fourth line thereof, North 37 ½ degrees West 100 feet to the place of beginning.

The improvements thereon being known as 804 Maryland Avenue, Cumberland, Allegany County, Maryland 21502.

IT BEING the same property which was conveyed from Jason M. Bennett, Collector, Director of Finance, Allegany County, Maryland to Sky Nate Properties, LLC by deed dated September 4, 2013, and recorded among the Land Records of Allegany County, Maryland in Liber 1998, Page 469.

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

MICHAEL SCOTT COHEN

File Attachments for Item:

. **Order 26,938** - authorizing an amendment to Order No. 26,913, approved December 7, 2021, to increase the cost for purchase of a new International HV507 SFA Dump Truck and Plow w/ Spreader from Five Star International LLC and Stephenson Equipment by \$2,035, bringing the new total to an amount not-to-exceed \$173,665, due to the rising cost of manufacturing parts

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

ORDER NO. 26,938

DATE: January 4, 2022

WHEREAS, Order No. 26,913 was approved on December 7, 2021, for the sole source purchase of a new International HV507 SFA Dump Truck and Plow with Spreader for the amount not-to-exceed \$171,630.00; and

WHEREAS, due to the rise in costs for manufacturing parts, an additional cost of Two Thousand, Thirty-Five Dollars (\$2,035.00) is necessary for the purchase of the truck from Five Star International, LLC;

NOW, THEREFORE BE IT ORDERED, By the Mayor and City Council of Cumberland, Maryland,

THAT, Order No. 26,913 be and is hereby amended to authorize the sole source purchase amount of a new International HV507 SFA Dump Truck with Plow and Spreader from Five Star International, LLC and Stephenson Equipment for an amount not-to-exceed One Hundred Seventy-One Thousand, Six Hundred Thirty Dollars (\$171,630.00) to an amount not-to-exceed One Hundred Seventy-Three Thousand, Six Hundred Sixty-Five Dollars (\$173,665.00).

Raymond M. Morriss, Mayor



Margie Woodring <margie.woodring@cumberlandmd.gov>

Re: Sole Source Request for FY2022 Water 5-Ton Dump Truck

1 message

Jeff Silka <jeff.silka@cumberlandmd.gov>

Mon, Dec 27, 2021 at 10:40 AM

To: Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Marty Watts <marty.watts@cumberlandmd.gov>, Margie Woodring <margie.woodring@cumberlandmd.gov>

Approved.

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

On Mon, Dec 27, 2021 at 10:19 AM Brian Broadwater <brian.broadwater@cumberlandmd.gov> wrote:
Jeff,

The manufacturer contacted me and said that the price of the truck went up due to the rise in parts. I did check and I was outside the 15 day proposal window when I submitted it to them to purchase. The cost has went up \$2,035. The Water Department has enough to cover this. Would you please consider this increased amount as I really don't have any more options on this particular truck in that price range.

Thanks,
Brian

On Tue, Nov 16, 2021 at 8:49 AM Brian Broadwater <brian.broadwater@cumberlandmd.gov> wrote:
Thank you.

Brian

On Tue, Nov 16, 2021 at 8:47 AM Jeff Silka <jeff.silka@cumberlandmd.gov> wrote:

Approved.

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

On Tue, Nov 16, 2021 at 8:43 AM Brian Broadwater <brian.broadwater@cumberlandmd.gov> wrote:
Jeff,

The Water Department budgeted \$160,000 for FY2022 to purchase a new 5-Ton Dump Truck with Plow and Spreader. I recommend that we move forward with the sole source purchase of a New International HV507SFA Dump Truck with Plow and Spreader from Five Star International and Stephenson Equipment through CoStars #025-021. This is a purchasing Co-Op from Pennsylvania. Both of these companies are offering us CoStar pricing, which is accordance with the Section 2-171 (c) (iv) of the City Code (through joint efforts with other agencies, such as those of the state, county and board of education, the city is able to take advantage of bulk purchase pricing and special sales opportunities). Five Star International is supplying the Truck Chassis for \$105,845 and Stephenson Equipment is supplying the upfit of the dump body, plow and spreader for \$65,785.

For a total amount of \$171,630. I know this is over budget. One of the other trucks we budgeted for this year out of the Water Department we have decided to not purchase and would like to use some of that money to cover the cost of the over budget. I spoke with Ken regarding this matter and he is fine with using that 10 year asset money for another 10 year asset. We have purchased trucks from Five Star International and Stephenson Equipment in the past and have always received our vehicles in a timely manner and have been provided with great service.

Also, I had obtained a quote from Beltway International using Sourcewell Pricing and it came in way over budget at \$196,565.96. I have attached this quote below as well. If you have any questions please let me know.

Please consider this sole source request.

Thanks,
Brian

--

David Brian Broadwater Jr

Fleet Manager

City of Cumberland, MD

W: (301) 759-6627 | C: (240) 920-2079

[215 Bowen St.](#) | Cumberland, MD 21502



Cumberland
Maryland

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David Brian Broadwater Jr

Fleet Manager

City of Cumberland, MD

W: (301) 759-6627 | C: (240) 920-2079

[215 Bowen St.](#) | Cumberland, MD 21502



Cumberland
Maryland

--

David Brian Broadwater Jr

Fleet Manager

City of Cumberland, MD

W: (301) 759-6627 | C: (240) 920-2079

[215 Bowen St.](#) | Cumberland, MD 21502



Cumberland
Maryland

File Attachments for Item:

. **Order 26,939** - authorizing appointments and reappointments to the Administrative Appeals Board, Downtown Development Commission, Human Relations Commission, and Shade Tree Commission

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

ORDER NO. 26,939

DATE: January 4, 2022

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

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

<i>Board/Commission</i>	<i>Seat</i>	<i>Member</i>	<i>Term</i>
Administrative Appeals Board	5	Steven Hartsock, PhD	1/1/21 - 1/1/24
DDC	Primary - 1	Larry Jackson	1/1/21 - 1/1/24
DDC	Primary - 2	Sandi Saville	1/1/21 - 7/1/23
DDC	Primary - 4	Doug Schwab	1/1/21 - 1/1/24
DDC	Primary - 5	Leigh Ann Sipple	1/1/21 - 7/1/23
DDC	Primary - 7	David Romero	1/1/21 - 1/1/24
DDC	Primary - 8	John Buchanan	1/1/21 - 7/1/23
DDC	Secondary - 1	Ed Huber	1/1/21 - 1/1/24
Human Relations Commission	1	Michele Walker	1/1/21 - 1/1/24
Human Relations Commission	3	Patricia Painter	1/1/21 - 1/1/24
Shade Tree Commission	3	Andrew Roman	1/1/21 - 1/1/25
Shade Tree Commission	6	Dennis Bittinger	1/1/21 - 1/1/25

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 26,940 - appointing W. Shannon Adams as Fire Chief for the City of Cumberland effective January 4, 2022, and authorizing the Mayor to execute an Employment Agreement with Adams for said position

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

ORDER NO. 26,940

DATE: January 4, 2022

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

THAT, W. Shannon Adams be and is hereby appointed Fire Chief for the City of Cumberland effective January 1, 2021; and

BE IT FURTHER ORDERED, that the Mayor be and is hereby authorized to execute an employment agreement by and between the Mayor and City Council of Cumberland and W. Shannon Adams for the position of Fire Chief, to be effective January 1, 2021.

Raymond M. Morriss, Mayor

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”), made this ____ day of January, 2022, by and between the **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **W. Shannon Adams** (“Adams”).

RECITALS:

WHEREAS, Section 37 of the Charter of the City (the “City Charter”) provides that the position of Chief of the Cumberland City Fire Department (the “Chief”) is a contractual rather than a civil service position;

WHEREAS, the City desires to employ Adams as the Chief;

WHEREAS, the City has determined that it is in the best interests and welfare of the City to employ Adams as the Chief; and

WHEREAS, Adams accepts such employment subject to the terms and conditions of this Agreement.

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, it is mutually agreed 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. The City hereby employs Adams for the position of Chief, and Adams hereby accepts the said employment, which said employment shall be subject to the terms and conditions of this Agreement. Said employment shall commence January 5, 2022 and continue through January 4, 2025, unless otherwise earlier terminated pursuant to the provisions of this Agreement. Upon the expiration of the initial term of this Agreement, it shall automatically renew from year-to-year for successive one (1) year renewal terms upon the same terms and conditions as set forth herein unless either party provides written notice to the other at least ninety (90) days prior to the expiration of the initial or any renewal term of their decision not to renew this Agreement.

3. Duties of Adams. Adams shall perform those duties set forth in §§ 42(c) & 65 of the City Charter, as amended from time to time, and further shall perform any and all such other duties as may be prescribed by the Mayor and City Council of the City or the City Administrator. Said duties shall include, but not be limited to:

- A. Conducting and managing the day-to-day operations of the City of Cumberland Fire Department (the “Fire Department”);
- B. Administering and enforcing the rules, regulations and special emergency directives regarding the disposition and discipline of the Fire Department, its officers, and personnel;
- C. Having, exercising, and discharging the functions, powers and duties of the Fire Department;
- D. Delegating such of his authority as he may deem necessary for the efficient operation of the Fire Department, the said delegated authority to be exercised under his direction and supervision;
- E. Prescribing the duties and assignments of all subordinates and other personnel;
- F. Attending the biweekly meetings of the City unless excused from attending by the City Administrator;
- G. Complying with the City Charter, the Cumberland City Code (the “City Code”), City ordinances, orders and resolutions, and the policies and directives of the City; and
- H. Discharging the functions and duties of his position honestly, faithfully and loyally, acting at all times in the best interest of the City.

In the discharge of his duties, Adams shall be governed by the City Charter, the City Code, the ordinances, resolutions and orders of the City, the rules and regulations for the governance of the Fire Department, and applicable state and federal law such as is now in effect or as may be enacted, amended or modified subsequent to the date of the execution of this Agreement. Furthermore, Adams shall render services pursuant to the terms of this Agreement in such executive, supervisory and general administrative capacities as the City or City Administrator shall from time to time determine. Adams shall devote his full-time employment and attention and his best efforts to the performance of his duties as set forth herein.

4. Duties of the City. The City shall, to the greatest extent possible and subject to applicable law, provide full cooperation, support and direction to Adams so as to assist him with respect to the implementation and continuation of his duties as Chief.

5. Salary. Adams shall receive a salary in the amount of Eighty-Five Thousand Dollars (\$85,000.00) 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. Adams 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, as the same are necessary for the professional and effective performance of Adams's duties as Chief.

7. Benefits. Adams shall be entitled to the following benefits:

A. All holidays normally observed by the City.

B. Adams shall earn paid vacation up to a maximum of thirty (30) days per year. Vacation days shall be non-cumulative and shall not carry over from year to year. Adams shall not be permitted to participate in any vacation buyback plan which has been or may be available to other employees of the Fire Department. Upon the termination or expiration of this Agreement, Adams shall be entitled to compensation for any vacation leave he has accrued but not used if the termination or expiration is other than for "cause".

C. Adams shall be credited his current number of hours of sick leave as of the date of this Agreement. Paid sick leave shall accrue at the rate of one and one-fourth days per month and shall be cumulative without limit as to carry-over from year to year. Upon the termination or expiration of this Agreement for any reason, Adams shall receive the sick leave sell back available to non-union employees as provided for in the City of Cumberland Handbook for Full-Time and Non-Union Employees.

D. The City shall provide Adams with health insurance, including family coverage, as the same is provided to other managerial employees of the Fire Department.

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

F. In addition to the benefits enumerated above, Adams shall receive such other benefits available to, or which may be made available generally to, the City's non-union employees.

8. Death & Disability.

8.1. Death. If Adams dies prior to the expiration of the initial term or any renewal term of this Agreement, all obligations of the City to Adams will cease as of the date of Adams's death.

8.2. Workers' Compensation, FMLA, Disability. Adams shall be afforded workers' compensation, FMLA and disability benefits in accordance with City policies and procedures and applicable law.

9. Take-Home Vehicle. The City shall provide Adams with a take-home vehicle for his use pursuant to the City's Take-Home Vehicle Policy, as amended from time to time (the "Policy"). In the event a City-owned vehicle is not available, the City shall provide Adams with a vehicle allowance in accordance with the Policy and reimburse Adams for his business-related use of a privately-owned vehicle at the rate provided in and subject to the terms of the Policy.

10. Professional Associations, Memberships & Training. The City encourages participation in and agrees to appropriate and expend funds for Adams to maintain his membership in appropriate state and national fire protection organizations. The City shall make reasonable efforts to appropriate and expend funds for Adams to attend training and/or conferences as agreed upon in accordance with applicable City travel policies.

11. Termination. This Agreement may be terminated upon any of the following terms and conditions:

11.1. Termination Upon Mutual Consent. Upon mutual consent, upon such terms and conditions as agreed in writing by the parties hereto, this Agreement may be terminated. Such a termination shall not be considered to be a termination for cause.

11.2. Termination for Cause. In the event that the City wishes to terminate Adams's employment under the terms of this Agreement, such termination must be based upon "cause". "Cause" is defined as:

(i) a substantial breach by Adams of 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) Adams's conviction of a felony;

(iii) Adams's conviction for any crime punishable as a felony or involving moral turpitude;

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

(v) Adams's failure to satisfactorily perform his obligations under the terms of this Agreement; or

(vi) any action by Adams which is likely, in the City's opinion, to damage the City's 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 Adams.

Upon termination for "cause", Adams shall be entitled to receive his salary and benefits to the date of said termination but no longer. He shall not be compensated for any accrued but unused vacation or sick leave.

11.3. Abolishment of Chief Position. The City may terminate Adams's employment under the terms of this Agreement if the position of Chief is abolished. If this occurs, either upon the action of the Mayor and City Council, by initiative or for any other reason, then the City shall forthwith notify Adams in writing and, effective the date of the abolishment of the Chief position, pay him a lump sum in an amount equal to three (3) months pay together with accumulated but unused vacation pay.

In the event the position of Chief is abolished during the initial term or any renewal term of this Agreement and Adams is otherwise eligible to continue as a member of the City's group health insurance plan, the City shall continue Adams's health insurance coverage with all premiums therefor being paid by the City for a period equal to the lesser of the period between the date of the abolishment of the Chief position and the date three (3) months subsequent thereto, or the period from the date of the job abolishment to the date when Adams obtains or is eligible to obtain, at no cost to him, health insurance coverage substantially equivalent to that provided by the City.

In the event the position of Chief is abolished during the initial term or any renewal term of this Agreement and Adams is not eligible to continue as a member in the City's group health insurance plan, then the City shall pay Adams an amount equal to the monthly premium paid by the City chargeable to Adams's participation in the plan. The said payment shall continue for the same duration set forth in the preceding paragraph.

11.4. Resignation/Retirement. In the event Adams resigns from his employment with the City prior to the expiration of the then-current term, whether for the purpose of retiring or otherwise, he shall be entitled only to that compensation earned through his last day of employment, including accumulated but unused vacation pay. Adams shall provide the City with no less than ninety (90) days' advance written notice of his resignation. Failure to do so will result in forfeiture of his entitlement to use or be paid for any unused vacation pay.

12. Outside Employment Prohibited. It is understood and agreed that Adams shall regularly be required to work more than forty (40) hours in a workweek in the performance of his duties as Chief. In furtherance of the fulfillment of the said duties, during the initial term and any renewal terms of this Agreement, Adams shall be prohibited from accepting any work other than

his employment as Chief, 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, subject to the limitation that said outside employment shall not interfere with Adams's fulfillment of his obligations under the terms of this Agreement.

The City recognizes that Adams is currently an instructor of Fire Fighting and EMS/Paramedic Training. Notwithstanding anything in this Agreement to the contrary, he may continue in this capacity during his tenure as Chief.

13. Compensatory Time. In recognition of the fact that Adams will devote a great deal of time to the performance of his duties as Chief outside of normal office hours, he shall be allowed to take compensatory time off as he shall deem appropriate during those normal office hours.

14. Professional Liability. The City shall defend, hold harmless and indemnify Adams for any and all claims brought against Adams 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.

15. Use & Return of City Property. Adams recognizes and agrees that personal property is provided to him by the City in connection with his employment as Chief, which personal property shall be and remain the property of the City. Further, Adams will preserve, use and hold the City's property for the benefit of the City only for the purpose of carrying out the City's business. When Adams's employment under this Agreement terminates, Adams will immediately deliver to the City all City property that Adams has in his possession or control.

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

17. 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 expenses.

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

19. Entire Agreement. 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.

20. 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.

21. 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. Should any such clause be declared to be unconstitutional, illegal or void, the parties 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.

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

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

24. 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.

25. 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 commenced in an inconvenient forum or one that lacks proper venue.

26. 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.

27. 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.

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

24. Signing by Facsimile or Other Electronic Means. Each of the parties hereto expressly authorizes and agrees to sign facsimile and/or other electronically transmitted copies or counterparts of this Agreement. Once said facsimile and/or other electronically transmitted signed copies or counterparts are executed by each of the parties hereto, they shall have the same binding effect as would a signed original Agreement once delivered to the other party.

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

WITNESS/ATTEST:

_____(SEAL)
W. Shannon Adams

**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

Marjorie A. Woodring, City Clerk

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