



Mayor and City Council of Cumberland

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

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

AGENDA

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

DATE: July 20, 2021

OPEN SESSION - 6:15 P.M.

Pledge of Allegiance

Roll Call

Director's Reports

(A) Administrative Services

1. Administrative Services monthly report for May, 2021

(B) Public Works

1. Maintenance Division monthly report for June, 2021

(C) Fire

1. Fire Department monthly report for June, 2021

(D) Police

1. Police Department monthly report for June, 2021

(E) Utilities - Flood, Water, Sewer

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

Approval of Minutes

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

Unfinished Business

(A) Ordinances

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

New Business

(B) Orders (Consent Agenda)

1. Order 26,833 - authorizing the execution of a Field Use Agreement with Allegany College of MD for the purpose of occasionally sharing the newly constructed softball field on their campus, provided for with funding assistance from the MD Dept. of Natural Resources Community Parks and Playgrounds Program
2. Order 26,834 - authorizing payment to CBIZ Insurance Services, Inc. for FY22 Risk Management Services for the period July 1, 2021, through June 30, 2022, in the amount not to exceed \$32,500.00
3. Order 26,835 - authorizing execution of a Collective Bargaining Agreement with the UFCW Local 1994, representing certain members of the Cumberland Police Department, to be effective July 1, 2021, through June 30, 2024; with a provision to automatically renew year-to-year thereafter unless either party gives notice of intent to do otherwise, in accordance with terms of the Agreement
4. Order 26,836 - authorizing the purchase of one (1) 2022 Ford F-550 4x4 Ambulance for the total delivered price not to exceed \$262,338 from FESCO Emergency Sales through the HGAC Cooperative Purchasing Program (HGAC Contract Am10-20)
5. Order 26,837 - authorizing execution of a Lease Agreement with the New Creamery, LLC for the use of the public right-of-way in front of 108 W. Harrison Street for outside dining purposes for the term of July 20, 2021, through April 30, 2022
6. Order 26,838 - authorizing payment to Link Computer Corporation for MuniLink utility billing cloud-based software hosting and support services for Fiscal Year 2022 for the total yearly amount not to exceed \$40,000
7. Order 26,839 - authorizing the Chief of Police to enter into an M.O.U. with the Allegany County Health Dept. (ACHD) to conduct mini take-back events within the community and provide medication pick-up services to home-bound individuals between 7/7/21 and 6/30/22, with a grant amount of \$3,000 for police overtime appropriated by the ACHD
8. Order 26,840 - lifting the provisions of Section 11-113 of the City Code that bans open containers of alcohol on Saturday, August 14, 2021, from 3:00 p.m. - 7:00 p.m. on the downtown mall for the City Center Summer Celebration event; notwithstanding that open glass containers shall not be permitted
9. Order 26,841 - authorizing execution of a Certificate of Satisfaction acknowledging that the Deed of Trust dated June 26, 1987, made by Genevieve Koegal pertaining to 209

Emily Street (Allegany County Land Records Book 610, page 827), has been fully paid and the lien is hereby released

- [10.](#) Order 26,842 - authorizing execution of a Certificate of Satisfaction acknowledging that the debt on a Deferred Loan Agreement dated June 26, 1987, and made by Genevieve Koegal with regard to 209 Emily Street is fully paid and the lien is hereby released
- [11.](#) Order 26,843 - authorizing acceptance of funding awards from the Allegany County Community Enhancement Program for the 600 Block of Maryland Avenue in the amount of \$145,800 with 100% City in-kind/cash match; and for the 6 Virginia Avenue Demolition Project in the amount of \$155,000 with 100% City in-kind/cash match
- [12.](#) Order 26,844 - authorizing acceptance of \$98,000 in Community Parks and Playground funding for the Allegany College of Maryland Outdoor Volleyball Court Facility, which was jointly submitted by the City of Cumberland and Allegany College (No matching funds from the City required)

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Administrative Services monthly report for May, 2021

Administrative Services Monthly Report for May 2021

July 20, 2021

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 May, 2021.

Information Technology Department

May 2021

Statistics

152 completed help desk requests

226 open help desk requests

Activities

Major department initiatives in the past month include:

- Continue resolving issues with and refining mobile data terminal setup (Umbrella software purchased for internet filtering in patrol cars)
- Continue making changes to update our network environment and improve security
- Continue to assist with teleworking and virtual meetings; primarily virtual Mayor and Council meetings
- Continued working with vendor on Cisco phone operating system upgrade
- Assist with Tolemi Building Blocks project
- Meet with new SCADA support person and review security parameters
- Recruit and hire ITD intern, James Whittington

Parks and Recreation

April 2021

Reservations for the six covered Pavilions at Constitution Park continue to be taken for the 2021 season. Rental Fees are \$ 100.00 for the Large Pavilion and \$ 75.00 for the Small Pavilion. 43 reservations were made in the month of May.

Usage of the Pavilions – Month of May– 23 pavilions rented and used

Day of Caring and Sharing Friday May 21, 2021 – Parks & Recreation Department was able to participate by providing facilities for the program. The garden area within the park and cleaning the Day camp buildings and Park Pool clean up were all completed as part of the Day of Caring and Sharing. Volunteers from Rocky Gap casino, Western MD. Correctional Center and the Cumberland Garden club worked at the facilities.

82nd Season - Constitution Park Pool – The Park Pool opened Memorial Day weekend with rain and cool temperatures. The pool is scheduled to open for the season June 8, the last day of school for Allegany County public schools.

3 Days of Operation – paid Attendance: 203

Admissions using pre-purchased swim cards or season passes – 30

The Park Pool is open daily 12p.m. to 7:00 p.m. in June & July, 12p.m to 6 p.m. in August

Sunday in the Park did not begin on schedule this year. We anticipate a shorter season possibly to begin in mid to late July.

Seasonal Services Park pool passes, registration and fees for the summer day camp, picnic kits and sport supplies

Baseball/ Softball League play and practices for May utilizing city fields and facilities:

Pee Wee League/ T Ball began at Long, Al Abrams and Cavanaugh

Girls Softball League at Jaycee and Northcraft, Cavanaugh field

Dapper Dan Little League Baseball at Long Field & Al Abrams

Industrial League at Mason

Co-ed League at Mason

Spring Soccer – Y league and AVID Soccer Club using fields at Mason complex

School Tennis Team at the Park Tennis Courts

2 Adult Softball Tournaments held at Mason Complex

Constitution Park – Park watchman began work on weekends May 1 and continued in the month of May including the Memorial Day Holiday. Park Restrooms are open and closed, and Pavilion reservations are monitored along with other activities at the park.

Meetings attended:

- Fishing Rodeo Meeting with Mike Cornachia
- Pool Staff meeting - May 23,2021
- May Recreation Advisory Board meeting – May 3,
- Staff meetings
- Summer Lunch Program Training – Zoom meeting
- Day Camp State Zoom Training – Youth Camps regulations and updates May 21 &28

- Day Camp Meeting with Director and Asst. Director – May 18

Upcoming:

- 73rd Annual Battie Mixon Fishing Rodeo – Saturday June 5, 2021 in Oldtown MD
- Park pool daily operations to begin June 8, 2021
- Seasonal Day Camp personnel training – June 21-24
- Constitution Park Day Camp, Summer Lunch program,
- June Recreation Advisory Board meeting – Monday June 7

Continued areas of work

- Continue work related to all seasonal events programs: Day Camp, Pool operations, Pavilion reservations, Field reservations, Summer Lunch Program, Concerts etc.

Community Development Report

May 2021

CODE COMPLIANCE

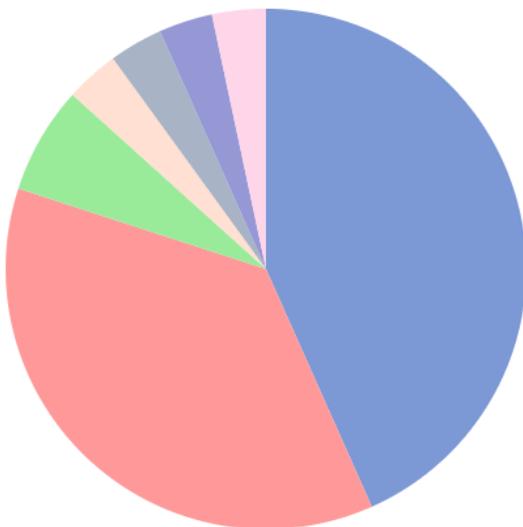
Code Enforcement Activity:

67 new cases received - 27 of those are still open

30 violations were found.

69 cases have been resolved.

Open Date From: 05/01/2021
Open Date To: 05/31/2021



Violations by Violation Type		
	Cutting of weeds	13 43.3%
	Dwellings, yards and lots to be kept clean	11 36.7%
	Licensing of rental dwelling units	2 6.7%
	Registration of agents	1 3.3%
	Electrical service	1 3.3%
	Good repair and safe condition	1 3.3%
	Duties of owner and operator	1 3.3%

ISSUED - Permits, Reviews, and Licenses

41 Permits/Reviews issued in May

Building

Residential..... 0

Demolition

Residential 8

Electrical

Residential 1

Miscellaneous

Residential..... 11

Commercial..... 1	Commercial 0	Commercial 3	Commercial..... 0
Occupancy	Plumbing	Commercial Signage	Use Public ROW
Residential..... 0	Residential 1	Total..... 1	Total issued..... 8
Commercial..... 1	Commercial 0		
Utility	Rental Licenses	Rental Inspections.	Certificates of
Residential..... 0	Issued 11	Conducted: 33	Appropriateness
Commercial..... 0	(7 New, 4 Renewal)	Passed..... 32	Issued..... 1
		Failed..... 1	Change Amend. 0

Plans, Reviews, Amendments and Appeals

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

Issued 1

Revenue from Issued Permits/Reviews

Building Permits.....	\$810.00
Miscellaneous Permits.....	165.00
Occupancy Permits	30.00
Sign Permits	159.00
Utility Permits	0.00
Plan Reviews, Amendments & Appeals	0.00
Zoning Classification Determination. (info request).....	0.00
Municipal Infractions (Citation).....	0.00
Rental Licenses (new & renewals)	575.00
Paid Rental Inspection Requests	0.00
Certificates of Appropriateness	0.00
TOTAL	\$637.10

Demolition Permit – Bonds (partial) \$4500.00

Nuisance Abatement 0.00

COMMUNITY DEVELOPMENT PROGRAMS

May 2021

Community Development Block Grant Program

Community Development Block Grant (CDBG) Monthly Activity						
May 2021 Report						
Activity	Year	Initial Fund	ERR	Contract	Spent	Remain
CHNS Closing Cost Grant	2018	\$13,403.00	x	x	\$13,403.00	\$0.00
						\$0.00
correct on 5/11/21	PRE-	May 21 dr	POST			
		Orig			Spent Activities	Remain \$0.00

2014-2018 Funds					Total All	\$0.00
HRDC Emergency Housing	2019	\$35,000.00	x	x	\$35,000.00	\$0.00
Admin	2019	\$121,447.70	x	na	\$84,287.10	\$0.00
Fair Housing	2019	\$10,000.00	x	na	\$8,062.41	\$0.00
PHA FCH Sidewalks	2019	\$73,237.67	x	x	\$50,000.00	\$23,237.67
Horizon Goodwill Job Training Program	2019	\$11,000.00	x	x	\$3,582.37	\$7,417.63
2019 Total Funds		\$250,685.37	ERR	Contract	Expended	\$30,655.30
Baltimore Street Redesign	2020	\$402,700.00	x	Released		\$402,700.00
HRDC Emerg Homeless Prevention	2020	\$25,000.00	x	x	\$5,897.48	\$19,102.52
South Penn Playground	2020	\$37,500.00	x	x		\$37,500.00
Admin	2020	\$110,065.20	x	x	\$41,587.98	\$68,477.22
Indirect Cost	2020	\$11,480.80	x	x	\$11,130.75	\$350.05
Fair Housing	2020	\$8,454.00	x	x	\$4,995.81	\$3,458.19
YMCA Gilcrist HVAC	2020	\$54,000.00	x	x	\$18,000.00	\$36,000.00
AHEC Dental Access	2020	\$8,000.00	x	x	\$2,595.40	\$5,404.60
Assoc Charities Long Term	2020	\$5,000.00	x	x	\$3,067.60	\$1,932.40
Assoc Charities Short Term	2020	\$9,000.00	x	x	\$2,528.66	\$6,471.34
Incredible Years Parnting Fam Junct	2020	\$7,000.00	x	x	\$1,724.89	\$5,275.11
PHA FCH Sidewalks Ph 2	2020	\$50,000.00	x	x		\$50,000.00
FCRC Domestic Violenc Sex Assault Shelter/Services	2020	\$10,500.00	x	x	\$9,925.00	\$575.00
Targeted City PD Foot and Bike Patrols	2020	\$4,916.00	x	x	\$3,660.95	\$1,255.05
Jane's Place, Inc. Abused Children Services	2020	\$7,900.00	x	x	\$7,900.00	\$0.00
YMCA Gilcrist Food Program	2020	\$3,842.00	x	x	\$3,842.00	\$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		\$6,000.00
2020 Grant Totals		\$826,358.00			\$179,495.34	\$646,862.66
Program Income (july/aug draw)	2020 yr	\$6.99				
Program Income (Sept/Oct draw)	2020 yr	\$6.99				
Program Income (Nov draw)	2020 yr	\$3.80				
Program Income (Dec draw)	2020 yr	\$3.80				
Program Income (Jan Draw)	2020 yr	\$3.80				
Program Income (Feb March Draw)	2020 yr	\$26.15				
Program Income (April 21)	2020 yr	\$3.77				
Total PI 2020		\$55.30				
Total					\$539,922.56	\$677,517.96
as of 5/11/21 post April 2021 Draw					Total All Yrs	\$677,517.96
Community Development Block Grant CDBG Projects					Grand Total	\$677,517.96

Historic Planner/Preservation Coordinator

May 2021

- Prepared the HPC May 12th meeting agenda and meeting materials/packets, sent notice to the public and media, posted to website, distributed to members of the HPC and to applicants ; Assisted the HPC with their regular virtual meeting on 5/12/21.
- Sent all project summaries that have been received to the Sustainable Communities Workgroup in preparation for the May 6th meeting. Held the May 6th meeting and reviewed these summaries as well as the next steps in the process
- Provide assistance to the HPC for the virtual 5/12 training by the Maryland Association of Historic District Commissions on "Connecting with Your Community"
- Participated in the DDC's monthly meeting on 5/13. Provided an update about the facade improvement program and the commencement of the Sustainable Communities Workgroup
- Reviewed all applications received for the Central Business District Facade Improvement program.
- Issued remaining determination letters for COAs and RCAs reviewed at the 5/12/21 HPC meeting once all other related permits have been reviewed
- prepared a work description for potential FSU geography intern and submitted it to her adviser at FSU and to Ken for review
- Made suggested revisions to the two historic district tax incentive ordinances and provided them to Mike for completion , copy to Ken and Jeff
- Worked with the Sustainable Communities Workgroup to prepare the final project list to present to the Mayor and City Council for consideration to submit to Community Legacy or related MD neighborhood revitalization program
- Participated in a webinar on 5/17/21 to learn more about the American Rescue Plan and how the funding can be applied to Main Street communities
- participated in the virtual public hearing on the Appalachian Forest National Heritage Area on 5/17/21. Allegany and Garrett Counties are now in this area
- Participated in training by the MD Department of Housing and Community Development on the neighborhood revitalization program applications on 5/18/21
- Created the Community Legacy/SDF Blank Template to prepare all requests using MSWord to then be able to copy/paste into the application portal

Comptroller's Office
Financial Activity Report
 May 2021

Cash Flow:

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

On May 1, 2021, the City had a cash balance of \$10.4 million. Disbursements exceeded receipts by \$577 thousand resulting in a cash balance of \$9.8 million at May 31, 2021.

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

Taxes receivable (General Fund)						\$ 2,116,961
	Beg Balance	New Billings	Adjustments/ Abatements	Collections	Bad Debt	Ending Balance
FY 2021	\$ 1,896,957	\$ 525	\$ (31,227)	\$ 629,895	\$ -	\$ 1,236,360
FY 2020	550,692	-	-	16,754	-	533,938
FY 2019	142,273	-	-	4,283	-	137,990
FY 2018	90,225	-	-	2,546	-	87,679
FY 2017	33,024	-	-	25	-	32,999
FY 2016	27,294	-	-	25	-	27,269
FY 2015	24,597	-	-	25	-	24,572
FY 2014	14,290	-	-	25	-	14,265
FY 2013	10,101	-	-	25	-	10,076
FY 2012	5,658	-	-	7	-	5,651
FY 2011	3,172	-	-	-	-	3,172
Prior FY's	2,990	-	-	-	-	2,990
	<u>\$ 2,801,273</u>	<u>\$ 525</u>	<u>\$ (31,227)</u>	<u>\$ 653,610</u>	<u>\$ -</u>	<u>\$ 2,116,961</u>

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

Real property (non-owner occupied)	\$653,405
Non-Corp Personal Property	2,915
Corporate Personal Property	247,904
Real Property (semiannual payments)	330,119
Real Property (Half Year)	2017
	<u>\$1,236,360</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 bond proceeds restricted to associated capital projects and expenditures.

Cash and Investment Summary

May 31, 2021

	Cash	Investments
Beginning Balance	\$ 10,405,811	\$ 12,888,114
Add:		
Cash Receipts	11,172,212	608
Investment Transfer	-	-
Less:		
Disbursements	11,748,876	148
Investment Transfer	-	-
Ending Balance	\$ 9,829,147	\$ 12,888,574
Restricted	\$ 4,669,786	\$ 6,986

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

Restricted Cash

	5/1/2021	Increase	Utilization	5/31/2021
Police Seizures	\$ 106,983	\$ -	\$ 1,697	\$ 105,286
Bowers Trust	58,436	15,000	13,799	59,637
Street Improvement	-	-	-	-
GOB 21	4,454,748	-	-	4,454,748
Other	50,410	-	297	50,113
	\$ 4,670,577	\$ 15,000	\$ 15,793	\$ 4,669,784

Restricted Investments

	5/1/2021	Increase	Utilization	5/31/2021
DDC	\$ 6,986	\$ 1	\$ -	\$ 6,987
	\$ 6,986	\$ 1	\$ -	\$ 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				
	5/1/2021	Issue	Utilization	5/31/2021
CDA 2015	\$ 212,838	\$ -	\$ 15,675	\$ 197,163
CDA 2019	2,388,937	-	230	2,388,707
GOB 21	19,267,938	-	15,352,308	3,915,630
	\$ 21,869,713	\$ -	\$ 15,368,213	\$ 6,501,500

CSO Projects Debt Draws				
	5/1/2021	Issue	Utilization	5/31/2021
Evitts Creek Debt	\$ 143,260	\$ -	\$ -	\$ 143,260
Evitts Creek Grant	-	-	-	-
WWTP Debt	2,856,489	-	-	2,856,489
WWTP Grant	25,664,964	-	-	25,664,964

The CDA 2015 draw of \$16K was toward the WWTP blower building electrical switch gear. The CDA 2019 debt draw of \$230 was toward the Sewer Fund's SCADA system upgrades. GOB21 is a new debt issuance and existing debt refunding closed on April 29, 2021. Of the \$15.4 million utilized in May, \$14.7 million was for refunding portions of the CDA 2011, CDA 2012, CDA 2014 and GOB 2013 existing debt. \$207K was for the cost of issuance, bond insurance, CDA trustee fee and underwriter's discount. \$200K was for police vehicles, \$239K was for gatehouse inlet screens, \$2K was for flood control concrete improvements and 52K was for the cross connections and hydrant and valve programs.

Phase 3 of the Evitts Creek CSO project is in the engineering phase with the majority of the necessary funding in place. Phase 4 planning phase costs are budgeted in FY22.

Tax Sale:

Tax sale, in collaboration with Allegany County, took place on May 26, 2021 through an online auction.

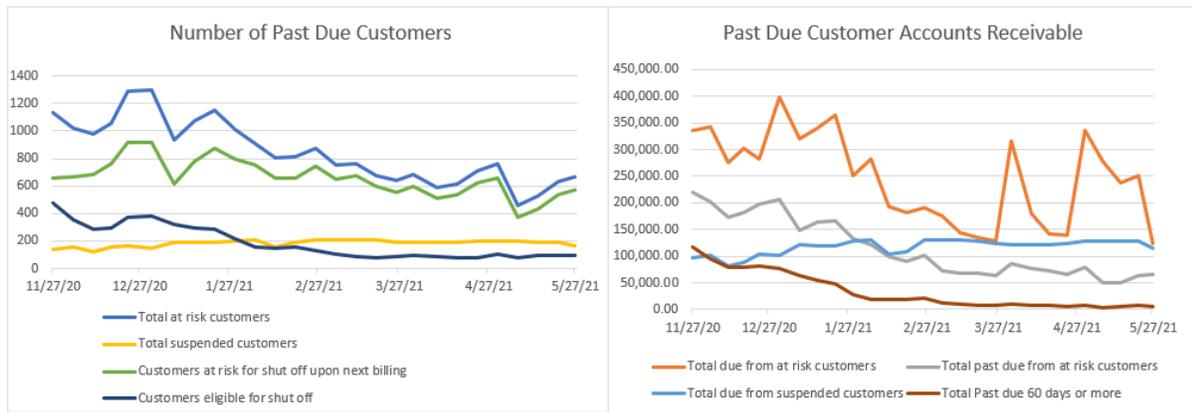
- There were 551 City and County properties offered for sale of which 208 properties sold. Of those that sold, 100 properties were in the City, however, and the City assumed the tax sale certificate for 199 properties.
- The funds from tax sale will not be available to the County until June 3, once the County verifies all funds were received from the bidders and all payments are complete, they will forward payment for city properties.
 - If an ACH was declined due to insufficient funds or for whatever reason the property will be listed as available.
 - The County has a list of available properties listed on their website.
- County provided a check for \$258,968.23 for city properties sold.
 - Tax = \$237,911.28
 - Water = \$21,056.95

Utility Collections:

Overall, we have experienced incremental decreases in amounts past due for active customers at a greater rate than the increased amounts past due for suspended customers. However, in the recent months, the values have plateaued and the total past due largely fluctuates between a low of \$50K and a high of 85K since March 5, 2021. Over the recent three months, the total past due from at risk customers has declined by \$7K while total past due from suspended accounts has increased by \$14K.

Since the prior month, 7 fewer customers are eligible for service termination, down to 96 from 103. Amounts past due 60 days or more have declined by \$2K from \$7K to \$5K. At May 27th, 2021, the total past due 30 days or more is \$65K for 670 customers, 196 customers are eligible for service termination (\$5K past due 60 days or more) and 162 customers are suspended (\$115K past due).

The City continues to provide communications of where to seek financial assistance, collaborate with financial assistance providers and offer four (4) month payment plans.



*Amounts do not include inactive accounts

COVID-19:

Funding

On March 11th, the president signed the new stimulus bill, American Rescue Plan Act. The bill includes \$350 billion for state, local and tribal government relief and is said to be more weighted to States with lower population. The City is receiving \$19,595,850 (50% in the current year and the second half one (1) year after). On June 1st, 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**, by, for example, funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff
- **Address negative economic impacts caused by the public health emergency**, including economic harms to workers, households, small businesses, impacted industries, and the public sector
- **Replace lost public sector revenue**, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic
- **Provide premium pay for essential workers**, offering additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet

CARES Act funding previously received and utilized by the City totals \$633,750 for hazard pay, COVID-19 testing events, rotunda monitoring, software, unemployment claims, lost revenue, and personal protective equipment to guard against COVID-19.

Respectfully submitted,

Ken Tressler
Interim City Administrator/
Director of Administrative Services

sln

File Attachments for Item:

. Maintenance Division monthly report for June, 2021

MAINTENANCE DIVISION REPORT
June 2021

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

**PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
JUNE 2021**

- **POTHoles AND COMPLAINTS**
 - Patched potholes on 10 streets and 4 alleys using 21.5 tons of hot mix asphalt

- **UTILITY HOLES**
 - Performed repairs of 5 Water Dept. utility holes with 18.5 tons of hot mix asphalt

- **TRAFFIC CONTROL SIGNS/STREET NAME SIGNS/CURB PAINTING**
 - Installed or repaired 11 traffic control signs
 - Repaired 1 Street Name sign
 - Installed 4 Handicap Parking signs
 - Painted 5 curbs red & 5 curbs blue

- **STREET SWEEPING**
 - 40 Loads
 - 613 miles

- **MISCELLANOUS**
 - Completed 42 Work Orders
 - Cleaned Underpass, McMullen Bridge, Washington St. Bridge, Fayette St. Bridge, Cumberland St. Bridge & Welch Ave. drainage ditch 4 times.
 - Picked up 8 dead animals
 - Picked up trash/discarded items on 5 occasions
 - Cleaned Municipal Center shop twice a week
 - Repaired brick sidewalk @ 617 N. Centre St.
 - Installed many thermo pavement markings on Wempe Dr. and Paca St.
 - Set out traffic control for multiple events
 - Performed preventative maintenance on Loader

STREET MAINTENANCE - JUNE 2021		6/1-6/4	6/7-6/11	6/14-17	6/21-6/25	6/28-6/30	TOTAL
SERVICE REQUEST COMPLETED		9	5	8	10	10	42
PAVING PERFORMED	Tons						0
CONCRETE WORK	Cy						0
UTILITY HOLES REPAIRED	Water	1		3		1	5
	Sewer						0
	Cy						0
	Tons	1.5t		13t		4t	18.5t
POTHOLES FILLED	Streets	4			4	2	10
	Alleys				2	2	4
	Days	1			3	2	6
	Cold Mix						0
	Tons	10.5t			7t	4t	21.5t
PERMANENT PATCH	Cy						0
	Tons		2.5t	1.5t			4t
COMPLAINTS COMPLETED							0
	Cy						0
	Tons						0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED						11	11
STREET NAME SIGNS REPAIRED/INSTALLED						1	1
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED							0
						4	4
							0
PAINTING PERFORMED	Blue					5	5
	Yellow						0
	Red				2	3	5
PAVEMENT MARKINGS INSTALLED	No.	2		2		4	8
STREET CLEANING	Loads	6	4	10	13	7	40
	Miles	65	169	118	171	90	613
SWEEPER DUMPS HAULED TO LANDFILL	Tons	6.48t					6.48t
STREET MILLING	Days						0
CLEANED BALTIMORE ST. UNDERPASS	Days	1	1	1	1		4
SALT BARRELS	Days						0
SNOW REMOVAL	Days						0
CLEAN SNOW EQUIPMENT	Days						0
SHOVEL & SALT SIDEWALKS	Days						0
BRUSH REMOVAL/TREE WORK	Areas	3	3	3	5	2	16
CHECK DRAINS/CLEAR DEBRIS	Days						0
STREET TRACTOR MOWING	Days						0
LEAF PICK UP	Loads						0
Picked up trash/discarded furniture on 5 occasions							
Picked up 8 dead animals							
Repaired brick sidewalk @ 617 N Centre St.							
Set out traffic control, cones, No Parking signs for multiple events							
Performed preventative maintenance and cleaned Loader @ Municipal Center							
Installed asphalt berm on Yale St.							
Installed many thermo pavement markings (crosswalks, stop bars, turn arrows)							
Cleaned Municipal Center shop twice a week							

**PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
JUNE 2021**

- Constitution Park , Mason's Complex and Area Parklets
 - Cleaned up garbage 3 times a week

- Parks & Parklets Mowing
 - Constitution Park
 - Mowed 18 days
 - Mason's Complex
 - Mowed 13 days
 - Parklets
 - Mowed 14 days

- Ball Fields
 - Flynn Field
 - Mowed 4 times
 - Drug 4 times
 - Lined 8 times
 - Northcraft Field
 - Mowed 4 times
 - Lined 2 times
 - Nonneman Field
 - Mowed 4 times
 - Lined 1 time
 - Cavanaugh Field
 - Mowed 3 times
 - Drug 2 times
 - Lined 7 times
 - Abrams Field
 - Mowed 3 times
 - Drug 2 times
 - Lined 9 times
 - Long Field
 - Mowed 4 times
 - Drug 1 time
 - Lined 8 times

- JC Field
 - Mowed 2 times
- Bowers Fields
 - Mowed 2 times
 - Drug 1 time
 - Lined 5 times
- Galaxy Field
 - Mowed 4 times
 - Lined 1 time
- United Field
 - Mowed 2 times
- Miscellaneous Work
 - Performed basic housekeeping @ Municipal Building
 - Cleaned & disinfected the Craft House & Activities Building several times
 - Performed preventative maintenance on mowers, trimmers & blowers
 - Prepared feed & bedding for ducks & geese @ the Duck Pond
 - Cleaned & performed preventative maintenance on Park & Rec vehicles
 - Made repairs to bathrooms @ Mason's Complex & Constitution Park
 - Cleaned up graffiti and fixed vandalized equipment @ Constitution Park, Mason's Complex, JC Field
 - Worked OT on weekends for trash pick-up & pavilion readiness

Fleet Maintenance

June 2021

Total Fleet Maintenance Projects	192
Central Services	4
Community Development	5
DDC	0
Engineering	4
Fire	15
Flood	3
MPA	0
P & R Maintenance	10
Police	18
Public Works	0
Sewer	12
Snow Removal	2
Street Maintenance	20
Vehicle Maintenance	14
Water Distribution	38
Water Filtration	3
WWTP	2
Scheduled Preventive Maintenance	34
Service Calls	8
Total Work Orders Submitted	6
Risk Management Claims	2
Fork Lift Inspections	0

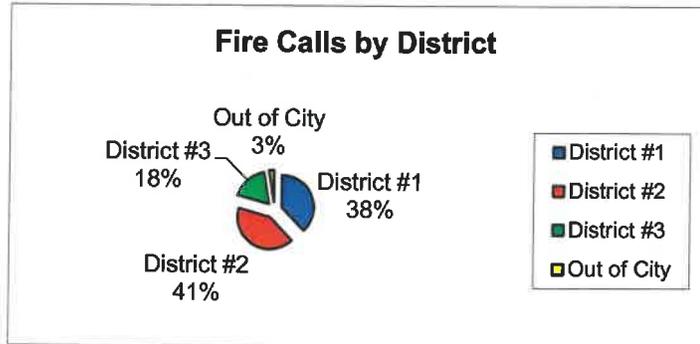
File Attachments for Item:

. Fire Department monthly report for June, 2021

REPORT OF THE FIRE CHIEF FOR THE MONTH OF JUNE, 2021
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 121 Fire Alarms:

Responses by District:	
District #1	46
District #2	50
District #3	22
Out of City	3
	<hr/> 121



Number of Alarms Answered:	
First Alarms Answered:	120
Working Alarms Answered:	1
	<hr/> 121

Calls Listed Below:

Property Use:	
Public Assembly	1
Educational	1
Residential	69
Institutional	3
Special Properties	39
Industrial, Utility	1
Stores and Offices	7
	<hr/> 121

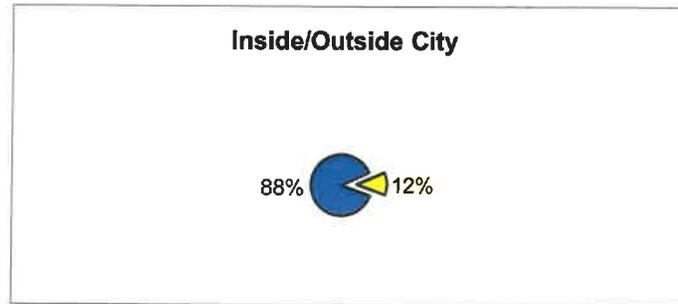
Type of Situation:

Fire or Explosion	10
Overpressure	1
Rescue Calls	59
Hazardous Conditions	10
Service Calls	8
Good Intent Calls	19
Severe Weather	1
False Calls	13
	<hr/> 121

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in June:	\$450.00
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid Fiscal Year to Date:	\$23,280.00
Fire Service Fees for Fire Calls Paid in June:	\$700.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$8,480.00
Fire Service Fees for Inspections and Permits Billed in June:	\$0.00
Fire Service Fees for Inspections and Permits Paid in June:	\$0.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$1,750.00

Cumberland Fire Department Responded to 508 Emergency Medical Calls:

In City Calls	446
Out of City Calls	<u>62</u>
Total	508



Total Ambulance Fees Billed by Medical Claim-Aid in June : \$163,827.29

Ambulance Fees Billed Fiscal Year to Date: \$1,593,143.09

Ambulance Fees Paid: Revenue received in June : \$88,975.89

FY2021 Ambulance Fees Paid in FY2021: \$987,009.90

Total Ambulance Transport Fees paid in FY2021: \$1,144,093.04
(All Ambulance Fees, previous and current fiscal years, p paid in FY2021.)

Cumberland Fire Department provided 6 Paramedic Assist Calls:

0 Paramedic Assist Calls within Allegany County

6 Paramedic Assist Calls outside of Allegany County

Ridgeley VFD, WV	2
Short Gap VFD, WV	2
Hyndman Area Rescue Squad, PA	<u>2</u>
	6

Cumberland Fire Department provided 56 Mutual Aid Calls:

53 Mutual Aid Calls within Allegany County

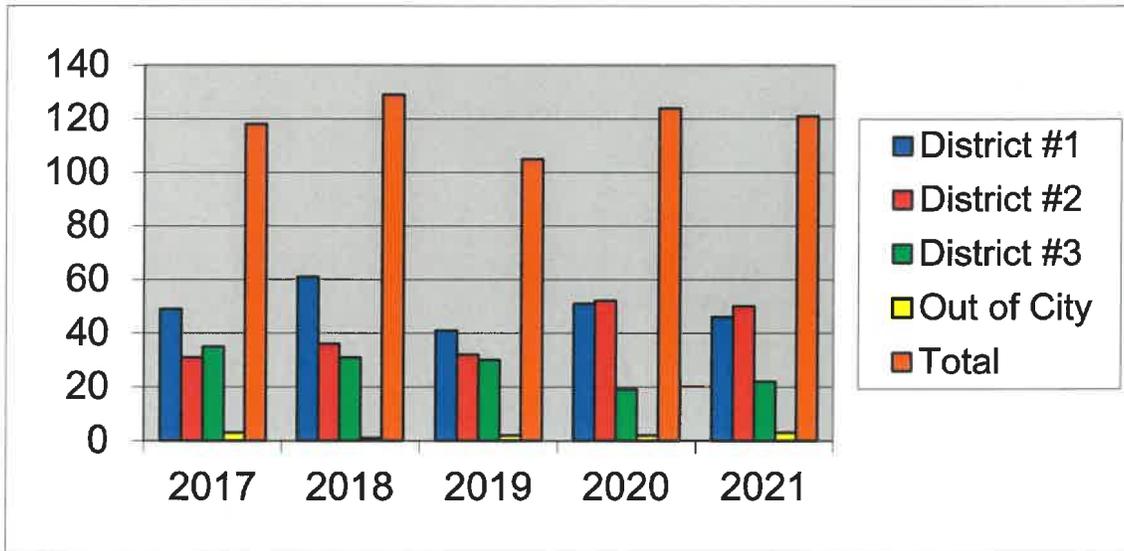
3 Mutual Aid Calls outside of Allegany County

Bowman's Addition VFD	43
Corriganville VFD	1
Cresaptown VFD	6
District #16 VFD	1
Flintstone VFD	<u>2</u>
	53

Cumberland Valley EMS, PA	1
Hyndman Area Rescue Squad, PA	1
Ridgeley VFD, WV	<u>1</u>
	56

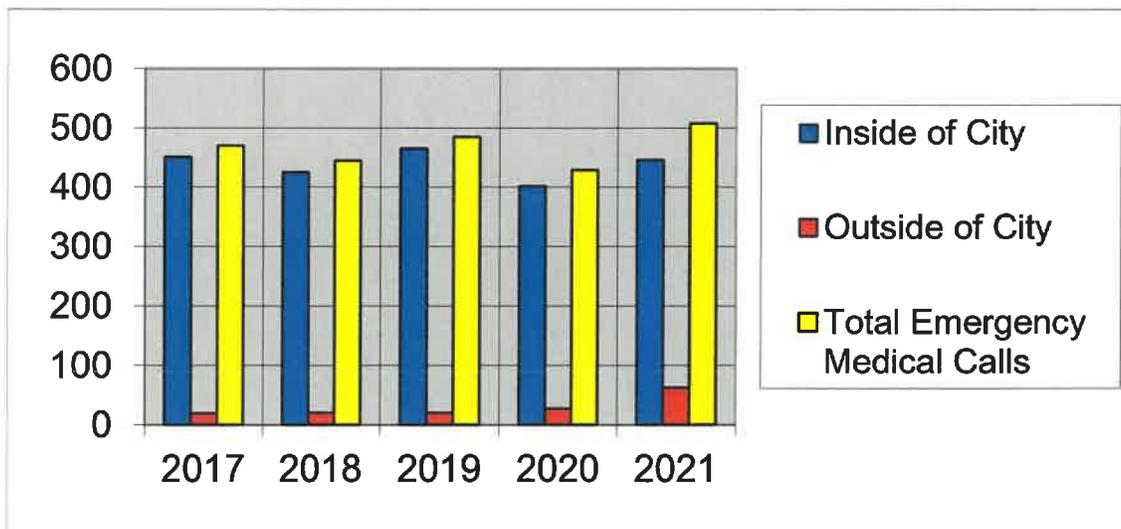
Fire Calls in the Month of June for a Five-Year Period

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
District #1	49	61	41	51	46
District #2	31	36	32	52	50
District #3	35	31	30	19	22
Out of City	3	1	2	2	3
Total	118	129	105	124	121



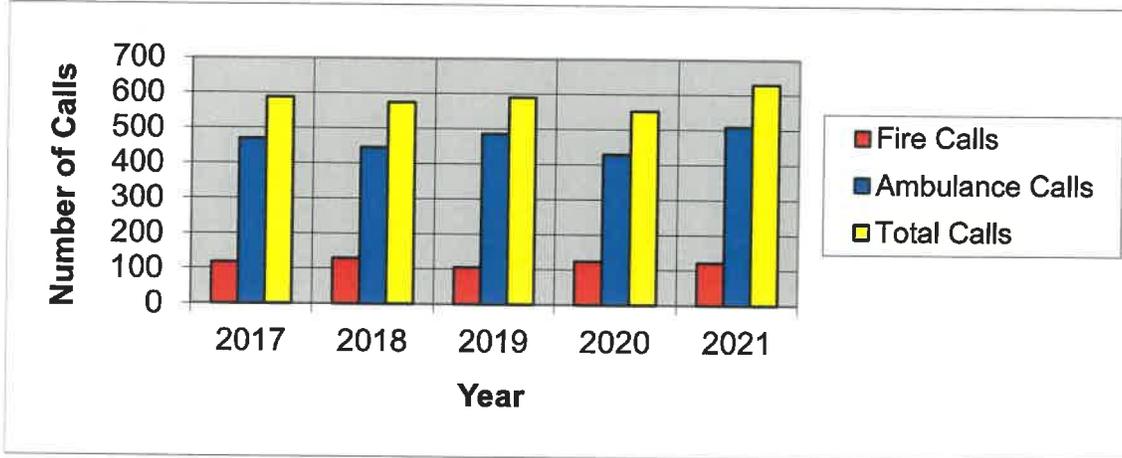
Ambulance Calls in the Month of June for a Five-Year Period

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Inside of City	451	425	465	402	446
Outside of City	19	20	20	27	62
Total Emergency Medical Calls	470	445	485	429	508



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

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Fire Calls	118	129	105	124	121
Ambulance Calls	470	445	485	429	508
Total Calls	588	574	590	553	629



Training:

Training Man Hours:	198
Duties and Responsibilities	5.50
Crew Meeting	11.00
Pump Operations	15.00
Aerial Operations	4.00
Apparatus Check Procedures	66.00
SCBA Inspection and Care	22.00
General Driver Training	11.50
Drug Box Inventory	6.00
EMT Protocol Updates	10.50
N95 Fit Testing	8.00
Physical Fitness	6.00
Officer Meeting	12.00
Extrication	10.00
Rapid Intervention Training	2.50
Public Education	8.00
	<hr/>
	198.00

Personnel:

- Fire Chief Donald J. Dunn retired on June 30, 2021 with 44 years of service.
- Equipment Operator Charles A. Koelker retired on June 30, 2021 with 37 years of service.
- Fire Marshal W. Shannon Adams was appointed Interim Fire Chief effective July 1, 2021.
- Captain Christopher A. Ratliff was assigned to the Fire Marshal's Office on June 14, 2021.
- Lieutenant/EMT-P Douglas R. Beitzel was appointed Interim Fire Captain/EMT-P on June 14, 2021.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

File Attachments for Item:

. Police Department monthly report for June, 2021



City of Cumberland Department of Police

Monthly Report
June 2021



City of Cumberland Department of Police

Monthly Report

June 2021

Part 1 Crimes for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
Aggravated Assaults	18	11	B & E (All)	25	14	Murder	0	0	Rape	2	5
Robbery	6	1	Theft - Felony	1	1	Theft - Vehicle	3	5			

Selected Criminal Complaints for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
Theft - Misdemeanor	21	20	Theft - Petty	30	15	Domestic Assaults	31	15	CDS	67	49
Disturbances	185	150	DOP/Vandalism	21	30	Indecent Exposure	6	3	Sex Off - Other	5	2
Suicide	0	0	Suicide - Attmp.	0	2	Tampering M/V	0	0	Abuse - Child	2	5
Trespassing	9	23	Assault on Police	4	3	Assault Other	39	40			

Selected Miscellaneous Incidents for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
Alcohol Volations	2	0	Juvenile Compl.	19	24	Missing Persons	6	6	School Resource	23	123
School Threat	0	0	Sex Off. Regist.	7	5	Truancy	0	0	Death Investigation	5	7

Selected Traffic Incidents for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
DWI	6	8	Hit & Run	22	29	M/V Crash	61	55	Traffic Stop	136	377

Selected Service Calls for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
Alarms	49	49	Assist Motorist	18	31	Check Well-Being	123	130	Foot Patrol	49	72
Assist Other Agency	69	57	Bike Patrol	13	26	Special Events	5	6	Suspicious Activity	75	82

Current Incident Status for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
Open	11	127	Arrest	232	263	Closed	1946	2172	Suspended	85	68

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

JUNE 2021

SWORN PERSONNEL: 50 SWON OFFICERS

Administration	5 officers
Squad D1	10 officers
Squad N1	9 officers
Squad D2	10 officers
Squad N2	8 officers
C3I/C3IN	5 officers
School Resource	1 officers
Academy	2 recruits

CIVILIAN EMPLOYEES: 6 full time, 10 part time

CPD Office Associate	1 full time
CPD Records Clerk	1 full time
CPD Records Clerk	1 part time
Safe Streets Coordinator	1 full time*
CPD Patrol Assistant	1 full time
CPD Crime Analyst	1 full time*
CPD Maintenance	1 part time
C3IN Office Associate	1 part time**
C3I Office Associate	1 part time**
MPA Supervisor	1 part time
Parking Meter Supervisor	1 full time
Parking Enforcement	2 part time
Code Enforcement	3 part time

*=Grant funded

**=Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 1,511.25	YEAR TO DATE (beginning 07/01/20): 10,312.25
COMP TIME USED: 340	YEAR TO DATE (beginning 07/01/20): 2,743.75
SICK TIME USED: 146	YEAR TO DATE (beginning 07/01/20): 2,774

OVERTIME REPORT

OVERTIME WORKED: 149.5	YEAR TO DATE (beginning 07/01/20): 2,035.75
HOSPITAL SECURITY: 136.5	YEAR TO DATE (beginning 07/01/20): 1,416.5
COURT TIME WORKED: 341	YEAR TO DATE (beginning 07/01/20): 998.5

File Attachments for Item:

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

Utilities Division Activity Report for June 21 WATER

REQUEST	W/E 6/4/21	W/E 6/11/21	W/E 6/18/21	W/E 6/30/21	MONTHLY TOTALS
Service Technicians					
NON READS/Go backs	7	29	16	27	79
FINAL READS/TURN ONS/SHUT OFFS & DEMOS	4	2		2	8
LEAK INVESTIGATIONS/ <i>turn off-on</i>	13	7	4	3	27
METER/STOP INVESTIGATIONS	8	6	18	5	37
REPAIR WIRING/GET READING					0
<i>ORANGE</i> TAG FOR REPAIRS	6	6	3	2	17
<i>RED/PINK</i> TAG FOR SHUT OFF					0
TURN WATER ON	59	49	46	55	209
TURN WATER OFF	1				1
<i>NONPMT/BAD CK/AGREE SHUT OFFS</i>	62	41	50	37	190
<i>SHUT OFF RECHECKS</i>	1	1			2
REPLACE/REPAIR METER/LID/VALVE					0
DIRTY WATER/ODOR					0
SVC SEPARATIONS/INVESTIGATIONS					0
INSTALL COUPLERS/PLUGS/LOCK		1	1		2
<i>NEW METER</i>	1	1	1	5	8
METER FIELD TESTS-Residential	4	3	7	1	15
METER TESTS - Industrial					0
Ind - Register/Chamber Chg Out					0
Industrial - Chamber Cleaning					0
Industrial - Strainer Cleaning					0
HYDRANTS FLUSHED					0
<i>PRESSURE CHECK/NO WATER/DIRTY WATER</i>		1			1
MOVE METERS OUTSIDE/READINGS					0
SP Change Outs/Repairs/Reactivates/Move	1	1	1	5	8
<i>Replace/Reattach smartpoint antenna</i>					0
INSULATE METER BOXES					0
FREEZE UPS/METERS & LINES					0
CCP - BACKFLOW/RETRO					0
HYDRANT/IRRIGATION METER					0
Total					604

Pipe Technicians

LINE LOCATOR	84	121	70	186	461
TAPS SERVICED			1	7	8
LEAKS REPAIRED	1		1	3	5
GREASED & CLEANED HYD - 811 ROETHE	4				4
GREASED & CLEANED HYD-1619 GARDENVIEW	4				4
REPLACED HYD - 325 WILLS CREEK AVE	5				5
RAISED VALVE BOX - 325 WILLS CREEK AVE	4				4
GREASED & SERVICED HYD #374T	3				3
CLEANED & GREASED PAYLOADER	3				3
FLUSH HYD 852 GEPHART/DIRTY COMPLAINT	1				1
LEAK INVESTIGATION 521 VALLEY (SEWER)	3				3
PREPPED FOR NEW VALVE - 47 SOMERVILLE		4			4
234 PACA - GREASED & SERVICED HYD		4			4
643 MECHANIC - REPAIRED HYD		4			4
CHECKED HYD - COLUMBIA @ PULASKI		4			4
CHECKED HYD - BEDFORD @ REGINA		4			4
REPLACED VALVE - 47 SOMERVILLE		4			4
REPLACED HYD - COLUMBIA @ PULASKI		4			4
REPLACED HYD - 1000 BEDFORD ST		4			4
REPLACED HYD - EASTGATE CT		4			4
COLD PATCHED & TOPSOILED HOLES		3			3
INVESTIGATED HYD - HOLLAND/NOT VALVED		4			4
WATER OFF/ON FOR LEAK - 603 GREENWAY			2		2
REPLACED 2" AIR VALVE - 480 WMS @ DORN			4		4
FLUSHED 911 ZILHMAN WAY			3		3
REPAIRED HYD - 725 WHITE AVE/200 GLEASON		4			4
REPAIRED HYD - QUEEN ST				3	3
INVESTIGATE NO WATER/911 CENTER/DORN				2	2
ABANDONED SERVICE - 17 WAVERLY TERR				3	3
3RD ST - LEAK INVEST/BUSTED METER				4	4
W OFFUTT - COLD MIX WATER LEAK PATCH				3	3

Watershed

Hauled tractor to dam
 Mowed field inside gate
 Mowed spoils pile
 Weedeated around curb boxes/test stations/meter boxes/line marking poles (several days)
 Painted curb boxes & meter boxes (several days)
 Mowed inside plant
 Removed downed trees & brush (several days)
 Mowed 3 fields on outside of dam
 Mowed main line from plant to barn field, boat ramp field & water access field
 Located 25 curb boxes for Marty - Lake Gordon Rd
 Mowed Sierra Ln (several days)
 Replaced or reset main line markers
 143 Whitetail Ln - reset meter box
 Serviced tractor/brush hog/weedeater/saw
 Performed maintenance on AGCO
 Picked up trash around lakes
 Weedeated around all gates on Growden
 Weedeated gate @ 443 Evitts Creek
 Weedeated gate on Lake Gordon Rd
 Mowed field from Sierra Ln to Whitetail Ln
 Marked valve boxes/blow-offs/main line markers (several days)
 Trimmed trees & removed brush (several days)
 Mowed from Whitetail Ln to AC property
 Picked up tractor @ West Central John Deere
 Brought tractor & brush hog in for service
 Set motor @ WWTP
 Brushed hogged @ Mason Sports Complex
 Mowed main @ 220/grave yard/Adam's Farm
 Cut & removed trees from various locations - Lake Gordon Rd
 Finished mowing & removed trees - Adam's Farm/Huber Farm
 Removed trees & brush - Barn @ Lake Gordon Rd/AC property/220 field/grave yard on Bedford Rd
 Brush hogged/trimmed trees & removed brush @ Huber Farm/Eastman Rd/Lilac Ln/Naves Crossroad/Cook Bros/Bedford Rd to Lindy's

Projects

Projects						0
GRAND TOTAL						1176

June 2021 Monthly Report

FLOOD MAINTENANCE

Test run pumps and run gates

Check sewage regulators

Safety meeting

Mowed Rt. 28 ditch, West Levee ditch, narrows, viaduct, Dentist Office, Furlows,

Bull pen, moose, Kelly Blvd. mill race, Rt. 28 levee, West levee, and mowed all fields.

Preform other maintenance work as required

SEWER BRANCH

Calls answered	16
Service lines opened	4
Owner's trouble	12
Traced lines/main	372
Mains Repairs/ Replace	0
Sewer taps installed/replaced	1
Cleaned catch basins	3
Cleanouts installed	0
Televised sewer mains	0 FEET
Televised sewer lines	0
Call outs/ overtime	7 callouts/ 10.5 hours overtime
Weekly check of overflows, pits	4
Catch basin repair/rebuild	0
Flushed mains	8,730 Feet
Gallons of water used	19,500 Gals.
608 Vac-con truck	6,000 Gals.

605 Flush truck

13,500 Gals.

Safety meeting

- 17 Clement St. replaced manhole lid.
- Liberty St. repaired C/O lid.
- Richwood Ave. installed tap for new home.
- Cleaned drains at Public Safety Building
- Cleaned mud well (W.W.T.P.)
- Cleaned storm drains at service center
- Checked CSO manholes and CSO weirs.
- Hydro 4 sites (water)

File Attachments for Item:

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

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, May 18, 2021
4:30 p.m.

This meeting was held via Video-Conference

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

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk; Robert Smith, City Engineer; Matt Miller, Executive Director - CEDC

I. AGENDA REVIEW – MAY 18, 2021

Mayor Morriss reviewed all the reports and minutes and opened up the floor for questions or comments. Being none, Mr. Rhodes reviewed the ordinances:

Ordinance 3886 (*1st reading*) - providing for the closure of a portion of a street known as Riverside Avenue, as requested by Northbranch Properties, LLC

Mr. Rhodes provided background Ordinance No. 3886, saying this a proposed road closure to accommodate the Grow West (Northbranch Properties, LLC) expansion, and advised that property on either side of the proposed closure is owned by either Allegany County or Grow West, and both sides are in agreement, and affected property owners have been notified. Mr. Rhodes provided map images of the area.

Ordinance No. 3887 (*1st reading*) - providing for the City Tax Levy for FY22. Real Estate tax rate to remain at \$1.0595 per \$100 of assessed value. Personal Property tax rate to remain at \$2.648 per \$100 of assessed value.

~PowerPoint slides for the budget were available and presented online during the video-conference~

Mr. Rhodes provided background on the Ordinance and said this ordinance will set the tax rate for the upcoming year.

Ordinance No. 3888 (*1st reading*) - providing for the annual appropriation for the FY22 General Fund.

Mr. Rhodes provided background on the Ordinance, and advised that the GF appropriation budget is approximately \$28M. Mr. Tressler wanted to remind everyone that this information was reviewed in two previous work sessions, and advised that the City is basically at a break-even budget, with \$1K surplus in unassigned fund balance.

Ordinance No. 3889 (*1st reading*) - providing for an appropriation for the FY22 Water Fund.

Mr. Rhodes provided background on the ordinance, and Mr. Tressler added a reminder that the water service is holding at the same rate as last year, as well as sewer and trash rates.

Ordinance No. 3890 (*1st reading*) - providing for an appropriation for the FY22 Sewer Fund.

Mr. Rhodes provided background on the ordinance, and advised that the budget is approximately \$30M. Mr. Tressler advised that Capital Expenditures is primarily associated with the \$50M 78" Pipeline project, which will be spread over three and a half (3½) years. He added a reminder that the City has just completed the \$30M CSO project, and advised that they did receive almost 88% of the cost in grant funding for both of those projects.

Ordinance No. 3891 (*1st reading*) - providing for the annual appropriations for the FY22 Special Purpose Funds.

Mr. Rhodes reviewed the ordinance and said there were a number of small funds. Mr. Tressler advised that for the Housing Assistance, that's a straight pass-through, as the City gets the money from the State and passes it on to HRDC. He advised that for Capital Expenditures, the Baltimore Street Access project is expected to start up, along with the Carver Center, and several recreation projects as well.

Mr. Rhodes reviewed each item on the Consent Agenda:

Order 26,790 - accepting the bid from Gwin, Dobson & Foreman, Inc. for the "Influent Screening System Upgrade Project" (2-21-WWTP) in the lump sum cost of \$70,000.

Mr. Rhodes advised that this is the engineering work that will screen the front end of the WWTP's operations, catching debris approximately a half inch in diameter, or larger. Mr. Smith stated that as this is just the engineering work, the final solution will be determined during the design phase.

Order 26,791 - authorizing the execution of Change Order No. 5 to the "Residential Mowing Contract" (10-19-M) with Casey Smith, LLC, dba Service Pro, for the added amount of \$700, making the new contract value \$58,685.00. This change order will add and remove properties recently acquired by and sold by the City to the current contract through the end of the fiscal year.

Mr. Rhodes advised that the City was able to eliminate nine properties on the blight program list, but they also picked up 9 new properties which are slightly larger in size, which is the reason for the increase in the mowing contract.

Order 26,792 - authorizing the Chief of Police to accept a FY22 State Aid for Police Protection Fund Grant in the amount of Four Hundred Fifty-Eight Thousand, Seven Hundred Fifteen Dollars (\$458,715.00) to be used exclusively to provide adequate police protection in the City of Cumberland.

Mr. Rhodes advised that this is the annual allocation of State Aid, and is a formula-based aid that the CPD receives each year.

Order 26,793 - Authorizing execution of a Joint Use Agreement with Allegany College of Maryland acknowledging that the City is applying for Community Parks and Playground Program funding for the construction of a sand volleyball court for public use that is to be located on land owned by ACM, and outlining the terms for the operation and maintenance of that facility should the funding be granted.

Mr. Rhodes advised that the Joint Use Agreement is necessary because the City is the eligible jurisdiction to receive the funds, but does not own the property. Ms. McKenney advised that the decision is pending, but does look favorable that the funds will be allocated, and said the next stop is with the Board of Public Works at the State.

Order 26,794 - accepting the proposal from Carl Belt, Inc. for the Long Field Upgrades Project /Phase I (12-20-RE) in the estimated unit cost of \$117,758.26 obtained through NJPA competitive pricing. This project will be funded through Program Open Space with a 10% cash match from the City.

Mr. Rhodes advised that this was bid through the National Joint Powers Alliance which is a purchasing co-op. He said that improvements would be made to concessions for ADA accessibility, as well as improvements to the infield. Mr. Smith advised that replacing the infield will use most of the money, followed by concessions, and then drainage improvements on the field. Councilman Cioni inquired about cost for lighting on the field. Mr. Smith advised that they would base that on the Cavanaugh Field cost, and said that when they go for funding they can buy the lights through the NJPA. He stated it would probably be a \$125K project.

Order 26,795 - authorizing execution of Lease Agreements with Corner Tavern and Cafe LLC, the Embassy Theatre Corporation, Coaches Entertainment Enterprises (Mezzo's), City Lights American Grill & Bar, and the Baltimore Street Grill for the use of the public right-of-way adjacent to each establishment for the purposes of outdoor dining and entertainment for a one-year term, effective June 1, 2021 through May 31, 2022.

Mr. Rhodes advised that these are the City's yearly lease agreements for outdoor dining.

Order 26,796 - declaring a 2011 Honda Accord to be surplus property and authorized for donation to the Allegany County Narcotics Task Force to be sold at Sheriff's auction.

Order 26,797 - authorizing execution of a Copyright Use / Permission Agreement with V. L. Cox to allow the Human Relations Commission to use the concept of her copyrighted "Opening Doors" art installation to create a Fair Housing Act display to be used at various events.

Mr. Rhodes advised that HUD has used this same artwork, and Lee Borrer, Senior Community Development Specialist wanted to use it also. He stated that there is no cost, but it is necessary to obtain the artist's permission.

Order 26,798 - approving a Historic District Tax Incentive Program credit and assessment freeze for property at 66 Pershing Street (Tax No. 04-084171) owned by CG Enterprises LLC, based on total eligible projects costs of \$187,836.32 Property Tax Credit = \$18,783.63 valid for 5 years, Property Tax Assessment Freeze - 7 years, Special Taxing District Tax Assessment Freeze - 7 years.

Mr. Rhodes advised that these credits and assessments freezes are based on the amount of investment, and stated that if the credits aren't used in 5 years they do expire.

Order 26,799 - accepting the proposal from Turnbull Hoover & Kahl, P.A., to provide an audit of the City's financial statements for the year ended June 30, 2021, for the amount not to exceed \$111,200.

Mr. Rhodes advised that normally on these audits they typically see the cost coming in under the "not-to-exceed" amount. Councilman Cioni inquired if the cost for the audit each year has remained pretty stable, considering all the grants. Mr. Gandolfi advised that it has remained relatively stable with \$108K - \$109K the last two years. Mr. Tressler advised that there is a single audit that audits federal grant programs.

Order 26,800 - Accepting the proposal from The Mercer Group, Inc. to provide services and support in the search for a city administrator for the amount of \$21,500 for professional services and expenses not to exceed \$6,500.

Council Member Bernard signed in at 4:49 p.m.

Mayor Morriss called for any more questions or comments on the Consent Agenda. He stated that it was good to see someone taking advantage of the Historic Tax Credit. The Mayor also spoke about the street closure at Riverside Avenue, and mentioned that one portion was left open for one property owner. Mr. Rhodes advised that approximately 200 feet or so will remain open to allow DNA Landscaping access.

There was more discussion about the lighting at Long Field, with Mr. Smith advising that the lighting will not be addressed with this upgrade Phase I project, as there was not sufficient funding for it at this time.

There was discussion about the Police Report on the agenda, and the differences in amounts of traffic stops and criminal arrests in the same month in 2020 and in 2021. The Mayor suggested that shows a direct effect of Covid-19, as during the height of the pandemic people were mostly staying home, whereas now things have opened up more and people are getting back to doing what they normally do. He also stated that it shows how active the Police Department has been as of late with everything that's going on, and mentioned the recent vandalism at Jaycee Field and Constitution Park, saying he is confident the CPD will find those responsible. Council Member Marchini wanted to give a shout-out to the officers in recognition, and Council Member Cioni mentioned their additional work with local kids in the Allegany Youth Enrichment Program (AYEPS).

II. MAYOR AND CITY COUNCIL UPDATES

The Mayor advised that as a board member of the Western Maryland Scenic Railroad (WMSR), they just had a meeting with the County about track work that needs done, and stated that the railroad is on schedule to open on Memorial Day with the diesel engine, adding that the steam engine is still undergoing testing.

The Mayor also discussed the track bike venture (Tracks and Yaks) on the scenic railroad, advising that they are working out the kinks and the schedule.

Mayor Morriss advised that at the Allegany Museum things are going well, and stated that the new exhibit on the first floor is completed, and another exhibit, on loan from the Smithsonian, is on the second floor. He said they are looking forward to tourists coming back into town, compared to last year during the pandemic.

The Mayor also advised that June is “Elder Abuse Month”, and said City Hall will be lit in purple starting on June 1st.

Council Member Marchini advised that regarding the DDC, the Baltimore Street Redesign Committee now meets every 2 weeks rather than every week, and said that barring any complications ground will be broken in spring of 2022. She also advised that they are making plans for mitigations during construction, and said the focus has been on Merchant’s Alley, with folks on the Arts Council helping to do things to create an inviting entrance way. The Councilwoman also stated that they are offering free classes to business owners, delivered by ACM instructors, to develop or revitalize their online presence. She also mentioned an article in Allegany Magazine by Julie Westendorff about the downtown Baltimore Street redesign.

Council Member Marchini advised that she met with Council Member Cioni and Ken Tressler last week regarding restructuring the DDC to be more of a Main Street focus program which would be a non-profit, and how to address the special taxing district revenue ceasing to exist when the mall ceases to exist. The Mayor stated that will be a discussion later after the street is opened up, and when they have a better feel of what services will still be necessary and desired by property owners downtown. He added they will have to figure out if it will be tax elimination or a tax reduction, or some way to marry the two into a good program.

There was discussion about delivery people downtown and their concerns about where to park to make their deliveries, with a suggestion of 10-minute zones from 9:00 AM – 10:00 AM across from the Manhattan. The Mayor stated he has spoken to Kevin Ogle about the subject of loading/unloading zones at certain times of the day in certain areas. Mr. Rhodes suggested Liberty Street and Centre Street where the bus stops were would be two good areas for loading and unloading from 7:00 AM – 1:00 PM, with anyone else allowed to park thereafter.

Council Member Marchini advised that those on the Historic Preservation Commission did a 2-hour workshop training to help improve the committee’s visibility and public image. She stated that the HPC provides valid public service and benefits, but doesn’t want to be seen as adversarial. She mentioned that a subcommittee met to review the façade grants currently available for downtown businesses, and advised that although originally for residential use, they were expanded to commercial, and were better received. She added this will enhance the appearance of many buildings downtown.

Council Member Frazier advised that the Tri-County Council hasn’t really done anything except a virtual meeting. He also advised that the HRDC just had a meeting last week dealing with presentations from different groups regarding employees’ retirement systems. He also mentioned

the Human Relations Commission, saying that Lee Borrer keeps pretty well updated with that. The Mayor stated that it's good to see that the senior centers are open, giving people access to social activities.

Council Member Bernard advised on an update about the skate park concept, saying that next week one of the people instrumental in getting a skate park in Hagerstown will be in Cumberland and said that a meeting is being set up next Tuesday at 3:00 PM, maybe in City Hall. The Mayor advised that he will try to attend, and said the skate park seems to be getting a lot of support. He advised that they need to take a good look at it, and decide where the best location would be. He added that the City needs to do its due diligence on that and keep working forward.

Council Member Cioni advised that Let's Beautify Cumberland will be out putting up flags around Queen City Drive, and prep work was being done in anticipation of Day of Caring and Sharing. The Councilman wanted to thank Kathy McKenney for including him in the Community Legacy meetings so he can learn more about tentative projects this year. He advised that they are scheduled to meet again Thursday, June 20th. The Councilman questioned if the Bower fund had been used recently, and advised that he had an informal request from Mike Fiscus and the robotics group asking for funds for maintenance and utility costs for a building they purchased, once they get up and running. He said Mr. Fiscus had informed him that the County may be able to help out as well. Mr. Rhodes advised that some dollars have been spent here and there from the Bower Fund, and stated that the fund does have some restrictions, in that it has to be used specifically for City recreation.

Councilman Cioni advised that regarding the Youth Coalition, there has already been some collaborative work done between the Salvation Army and AYPES and the Robotics Group. The Mayor said that the Youth Coalition is really great to see, and advised that it's coordination between different organizations that had previously worked on their own helping local youth. He added that they will look at the restrictions for the Bower Fund to see if it can be applied for robotics.

Mayor Morriss advised that Wednesday, May 19th the Al/Gar chapter of the Maryland Municipal League (MML) will be having their chapter dinner/meeting at the Culinary Café at 5:00 p.m. He also mentioned that the Robotics Group will be at Constitution Park on Thursday, May 20th at Pavilion One, and said he and Councilman Frazier will attend.

The Mayor advised that Friday, May 21st is the Day of Caring and Sharing, run by County United Way along with Let's Beautify Cumberland, with CSX and other great participants and sponsors. He added that it starts at 9:00 a.m., with the community coming out and getting together to help beautify the City.

III. ADJOURNMENT

With no further business at hand, the meeting adjourned at 5:16 p.m.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, May 25, 2021
4:30 p.m.

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

ALSO PRESENT: Jeffrey Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk; Ken Tressler, Director of Administrative Services; Mark Gandolfi, City Comptroller; Chuck Ternent, Chief of Police; Donald Dunn, Fire Chief; Shannon Adams, Fire Marshall; Kathy McKenney, Community Development Program Manager

I. POTENTIAL ACQUISITION OF 501 REGINA AVENUE

Mr. Rhodes provided background on 501 Regina Avenue, saying it has been kind of a nuisance in the neighborhood with high grass and debris for quite a while. He said the last real owner passed away and it ended up getting tied up in estate activities, without an estate being established. He said the building appears to be a warehouse below with an office above it, and provided photographs. He advised that the leaves collecting near the open garage door could be a potential fire hazard, and said the City has gone out a couple times to clean it out.

Mr. Rhodes advised that the tax certificate was picked up by someone several years ago, but they haven't really done anything with the building. He stated that he asked Mr. Cohen to reach out to the holder of the certificate to see if the City could acquire it from them to try to bring some resolution to the issue. Mr. Rhodes stated that the building has potential, but said that since the property has been down in excess of 24 months, it would have to comply with neighborhood zoning regulations, but advised that there is a floating RR zone that could be utilized with this property. Mr. Rhodes advised that the worse-case scenario would be to tear the building down and make it a potential building site; best-case scenario would be for the City to acquire it, stabilize it, remove the vegetation, and maybe sell it. He said it's been sitting there empty for probably a decade, and nothing positive has happened with it. Mr. Rhodes advised that the current certificate holder has about \$5K+ in the certificate and would be willing to sell it for \$7K+, and stated that he believes the building has a lot more value than that.

Mr. Cohen advised that the property has been vacant at least since 2011, when the owner died, and said he thinks at one point there was flooding in the basement. He said the property was bought in a tax sale, in 2014 and said the person who bought it has initiated a tax sale foreclosure, and said the final order has been entered, and explained the processes which would follow. Mr. Cohen stated, however, that the person has not taken the final steps to record the deed and take the title. He advised that this person is going to assign the certificate to the City, and listed the different fees that had been incurred by the certificate holder, in addition to what he paid for the certificate. Mr. Cohen advised that the final amount the City would need to take legal title is

approximately \$7,600. He added that this property was scheduled to go to tax sale this year, but was removed so that the City could potentially acquire it.

Mayor Morriss stated that he knows one of the neighboring residents, who has taken an exception to the property for quite a while, and said it would be good to get it off the blighted property list one way or the other. He added that Code Enforcement has been working with it and supports the City taking the property.

In answer to a question from Council, Mr. Rhodes stated that he has not been inside the building and doesn't think anyone else has either. There was discussion about if the CEDC should be aware of the building, with Mr. Rhodes agreeing and stating there would be some small hoops to jump through to be able to market it. There was discussion on the Frederick Street/Regina Avenue neighborhood being in pretty good shape, with some renovations having been done, and the property in question not matching the area.

There seemed to be a consensus by M&CC to move forward.

II. AGENDA REVIEW – JUNE 1, 2021

Mr. Rhodes went over the routine items on the Draft Agenda for June 1st, and mentioned the proclamation for Men's Health Month. He advised on the six Ordinances up for their 2nd and 3rd readings, and mentioned that they had been reviewed last week:

Ordinance 3886 (2nd & 3rd readings) - providing for the closure of a portion of a street known as Riverside Avenue, as requested by Northbranch Properties, LLC

Ordinance No. 3887 (2nd & 3rd readings) - providing for the City Tax Levy for FY22. Real Estate tax rate to remain at \$1.0595 per \$100 of assessed value. Personal Property tax rate to remain at \$2.648 per \$100 of assessed value.

Ordinance No. 3888 (2nd & 3rd readings) - providing for the annual appropriation for the FY22 General Fund.

Ordinance No. 3889 (2nd & 3rd readings) - providing for an appropriation for the FY22 Water Fund.

Ordinance No. 3890 (2nd & 3rd readings) - providing for an appropriation for the FY22 Sewer Fund.

Ordinance No. 3891 (2nd & 3rd readings) - providing for the annual appropriations for the FY22 Special Purpose Funds.

Mr. Rhodes reviewed the two resolutions on the draft agenda, and Ms. McKenney provided more detail:

Resolution R2021-04 - approving the submission of applications to the Maryland Department of Housing and Community Development's Community Legacy program for the consideration of awarding funding to the four projects that have been recommended by Cumberland's Sustainable Community's Workgroup.

Resolution R2021-05 - approving the submission of an application to the Maryland Department of Housing and Community Development's Strategic Demolition Program for the consideration of awarding funding for the Cumberland Main Street Connections project that has been recommended by Cumberland's Sustainable Community's Workgroup .

Ms. McKenney thanked Councilman Cioni for providing his time with the Sustainable Communities workgroup, and provided background on the application process, saying that the resolutions are a component of that. She advised that the City is submitting four projects for Community Legacy and one for the Strategic Demolition fund, which she noted is not strictly for demolition. She advised that last year's application for Strategic Demolition for the sprinkler tap project on Baltimore Street was funded in part at the amount of \$250K. Ms. McKenney provided PowerPoint slides and went over the Community Legacy and Strategic Demolition Programs in more detail and advised on the project recommendations:

2021 Community Legacy Project Recommendations

1. Residential Accessibility Improvement Program - \$100,000
2. ACM College Center Loft Enhancement for Community and Workforce Development - \$41,257
3. YMCA Gilchrist HVAC Installation - \$70,000
4. Allegany Museum Commercial Kitchen - \$140,000

2021 Strategic Demolition Project Recommendation

1. Cumberland Main Street Connection

Mayor Morriss thanked Ms. McKenney and said every time the City goes through this process there are always good projects to choose from. Mr. Rhodes added that Community Legacy goes all the way back to Governor Glendenning when Speaker Cass Taylor was still in office. He noted that in the first year of the program, the City received well over a million dollars, and was a direct result of Ms. McKenney's work, and the quality of the application, which was so strong that she was asked to teach other communities in Maryland how to write Community Legacy applications. Ms. McKenney thanked Mr. Rhodes and said it's something she certainly hasn't done alone, and said they've had a great community to work with and great support from the administration.

Mr. Rhodes reviewed all items on the Consent Agenda:

Order 26,801 - authorizing execution of a Concession License Agreement with Joyce Wormack granting the right to exclusively operate the Concession Area at Constitution Park for the term June 1, 2021, through September 30, 2021, for the fee of \$900.

Mr. Rhodes advised that this will be Ms. Wormack's third straight year running the concession at Constitution Park, which is a real plus for the City as they've had a hard time filling this position over the years.

Order 26,802 - authorizing execution of an Outdoor Dining Lease Agreement with Ristorante Ottaviani, LLC and Uncle Jack's Pizzeria & Pub detailing terms for the use of the public right-of-way adjoining each establishment for a one (1) year term effective June 1, 2021 through May 31, 2022.

Mr. Rhodes advised that this is a routine yearly agreement.

Order 26,803 - authorizing the Chief of Police to execute a Memorandum of Understanding (MOU) by and between the Allegany County Sexual Assault Response Team (SART) and all SART partner agencies to establish the terms and conditions under which the SART will meet and function to collaboratively make system-wide improvements in response to sexual violence; said MOU to be for a term not longer than three (3) years from the effective date of the MOU.

Mr. Rhodes advised that this is essentially a cooperation agreement among the SART partners regarding cases and information. Chief Ternent advised that this has been in place for several years and also encompasses the State's Attorney, UPMC Western Maryland, and the Family Crisis Center.

Order 26,804 - accepting the bid of Michael's Janitorial, Inc. to provide custodial services for City Hall, Public Safety Building, Municipal Services Center, and emergency clean-up services for the period July 1, 2021 - June 30, 2022, with the option to extend for two years by mutual consent. Basic service - \$7,745.60 per month; COVID cleaning service - \$440.00 per month; emergency on-site cleanup - \$60.00; emergency call-out cleanup - \$100.00.

Mr. Rhodes advised that Michael's is the only bid that was received, and is a continuation of service. He stated that from his perspective this company has done as well or better than other companies over the years.

Order 26,805 - authorizing the City Administrator to execute all Seasonal Employment Agreements for the 2021 spring/summer season; given that said agreements shall not exceed six (6) months from the date of execution.

Order 26,806 - authorizing the City Administrator to execute all FY22 Employment Agreement for part-time employees of the City.

Order 26,807 - approving the award of funding from the Central Business District Facade Improvement Program to: 36 North Centre Street - \$10,000.00, 105 South Centre Street - \$3,750.00, 129 Baltimore Street - \$2,450.00, and 138 Baltimore Street - \$4,776.15, each of which represents a City project match of 25%.

Ms. McKenney explained how this program works and advised that this is the second round of applications. She noted that these four applications were all that were submitted and there were no cuts to what was requested by the applicants, so the recommendation would be for 100% funding for each request.

II. MAYOR AND CITY COUNCIL UPDATES

Mayor Morriss spoke about the recent Day of Caring and Sharing and said there was a great turnout and fantastic help from County United Way and Let’s Beautify Cumberland. The Mayor also mentioned that he and Councilman Frazier recently visited the Robotics Team, who showed them “Trashketball” that the kids had designed to help clean up Constitution Park.

Mayor Morriss advised on the recent dinner meeting of the ALGAR Chapter of the Maryland Municipal League, which was held at the Culinary Café, and said there was a very good turn-out of elected officials and City Administrators from Allegany and Garrett counties. He also noted that the pool at Constitution Park will open up Memorial Day weekend, and advised on the upcoming Del McCoury Band free concert on Memorial Day at the Canal Place Festival Grounds, from 2pm – 5pm.

The Mayor mentioned that he and Councilman Frazier were at the WMSR Board Meeting recently and said diesel train operation will be starting this coming Saturday, May 29th, and said that hopefully over the course of the summer the 1309 steam engine will come into operation. Councilman Frazier advised that the HRDC had a meeting the other day and mentioned that they have two vacancies. He said if anyone knows of someone who wants to serve, to let Lee Borrer or Margie Woodring know.

Councilwoman Marchini mentioned that she and the Mayor crossing paths with Governor Hogan at a local restaurant in the City, and said it was nice to see him in Cumberland and they appreciate his support always.

Councilman Cioni advised that the Stadium Renovation Committee is being urged by Senator Edwards to look locally for funding for the stadium, and mentioned that he thinks the Senator has two pots of \$750K so far. He advised that Mark Mangas and Greg Hare want to make a presentation to the City to see if it can help, and to satisfy Senator Edwards that the City is doing all it can to help with this effort.

Councilman Cioni also mentioned that Larry Brock had approached him about the City maybe helping with some needed repairs in the part of the GAP Trail that goes through Cumberland.

Mayor Morriss advised that Senator Edwards has been twisting his arm for a couple years about the stadium project, and said he looks forward to Mr. Mangas and Mr. Hare’s presentation. There was more discussion on the stadium, and about local money funding the project.

III. ADJOURNMENT

With no further business at hand, the meeting adjourned at 5:17 p.m.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____

Community Legacy/Strategic Demolition Fund

2021 Application (FY'22)
Project Recommendation

Community Legacy

- \$6,000,000 available statewide for capital projects
- \$0 allocated for noncapital/operating projects
- Total FY'22 City of Cumberland Community Legacy Application Request = \$351,257.00 (4 projects). Local Sustainable Communities Workgroup identifies and prioritizes projects based on readiness, timeline, and leveraging funds
- Competitive process among all Sustainable Communities

Strategic Demolition Fund

- A total of \$159,000 will be requested through this program for one project

2021 Project Recommendation List

Project Name

CL Funds Request

1 **Residential Accessibility Improvement Program**

\$100,000

This project will target residential owner-occupied structures within the Sustainable Communities Designated Area who also meet an income requirement of 80% of median income. This will be a new Residential Accessibility Improvement Program Development that will allow for property owners, who are elderly and/or disabled, to seek funding for up to \$5,000 to improve accessibility into and within their homes

2 **ACM College Center Loft Enhancement for Community and Workforce Development**

\$41,257.00

Funding would assist making critical infrastructure repairs to the Loft Space within the College Center. The improvements will include the addition of new audio/video technology and sustainable equipment. Additional improvements have been completed with CDBG funding. This area serves as community space and for workforce training.

2021 Project Recommendation List

Project Name

CL Funds Request

3 **YMCA Gilchrist HVAC Installation**

\$70,000

Funding would help to fill the remaining funding gap to complete the installation of a new HVAC system that primarily serves the housing units. The other funding has been provided by the Community Development Block Grant Program.

4 **Allegany Museum Commercial Kitchen**

\$140,000

The funding would provide for an upgrade from a caterer's kitchen to a commercial kitchen. This would allow for more events to be held in the ballroom.

2021 Project Recommendation List

Project Name

SDF Funds Request

SDF Strategic Demolition Fund – Cumberland Main Street Connections

\$159,000

As a component of the Baltimore Street Access Project, The Phase 2 request (from last year's request for funding to place taps and fiber in the street bed) includes funding to provide to property owners that will assist them to connect from the tap and connect into the structure to allow for the additional step of extending the system throughout the structure, along with bringing fiber into the structure, as well.

Community Legacy/Strategic Demolition Fund

- Projects must be consistent with the Sustainable Communities Plan and must be located within the Sustainable Communities boundaries
- Funding is not guaranteed for any project or community
- Resolution by the Mayor and City Council is a component of the application process
- Applications are required to be submitted no later than **June 24, 2021**
- Announcements are expected later in the year.

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, June 1, 2021
5:30 p.m.

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

ALSO PRESENT: Ken Tressler, Director of Administrative Services/Interim City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk; Mark Gandolfi, City Comptroller

I. AGENDA REVIEW – JUNE 1, 2021

Mayor Morriss reviewed the Agenda, went over the Work Session Minutes of April 20 and 27, 2021 up for approval, and mentioned the Men's Health Month Proclamation for the month of June, 2021. Mr. Tressler reviewed the ordinances:

Ordinance 3886 (*2nd & 3rd readings*) - providing for the closure of a portion of a street known as Riverside Avenue, as requested by Northbranch Properties, LLC

Mr. Tressler provided background on the ordinance, which is associated with the Grow West expansion, 200 jobs and significant investment.

Ordinance No. 3887 (*2nd & 3rd readings*) - providing for the City Tax Levy for FY22. Real Estate tax rate to remain at \$1.0595 per \$100 of assessed value. Personal Property tax rate to remain at \$2.648 per \$100 of assessed value.

Mr. Tressler provided background on the ordinance and said this ordinance will set the tax rate for the upcoming year, with rates remaining the same

Ordinance No. 3888 (*2nd & 3rd readings*) - providing for the annual appropriation for the FY22 General Fund.

Ordinance No. 3889 (*2nd & 3rd readings*) - providing for an appropriation for the FY22 Water Fund.

Ordinance No. 3890 (*2nd & 3rd readings*) - providing for an appropriation for the FY22 Sewer Fund.

Ordinance No. 3891 (*2nd & 3rd readings*) - providing for the annual appropriations for the FY22 Special Purpose Funds.

Mr. Tressler reviewed each of the two resolutions on the Agenda:

Resolution R2021-04 - approving the submission of applications to the Maryland Department of Housing and Community Development's Community Legacy program for

the consideration of awarding funding to the four projects that have been recommended by Cumberland's Sustainable Community's Workgroup.

Resolution R2021-05 - approving the submission of an application to the Maryland Department of Housing and Community Development's Strategic Demolition Program for the consideration of awarding funding for the Cumberland Main Street Connections project that has been recommended by Cumberland's Sustainable Community's Workgroup

Mr. Tressler provided background both resolutions and stated that these two resolutions (Community Legacy and Strategic Demolition), are required in order for the City to fill out and submit the applications. He noted that Kathy McKenney was instrumental in going out and soliciting requests for this funding. He added that the City is submitting four projects for Community Legacy funding with a total of \$351K, and one project for Strategic Demolition.

Mr. Tressler reviewed each item on the Consent Agenda:

Order 26,801 - authorizing execution of a Concession License Agreement with Joyce Wormack granting the right to exclusively operate the Concession Area at Constitution Park for the term June 1, 2021, through September 30, 2021, for the fee of \$900.

Mr. Tressler advised that this will be Ms. Wormack's third year operating the concession stand at Constitution Park Pool.

Order 26,802 - authorizing execution of an Outdoor Dining Lease Agreement with Ristorante Ottaviani, LLC and Uncle Jack's Pizzeria & Pub detailing terms for the use of the public right-of-way adjoining each establishment for a one (1) year term effective June 1, 2021 through May 31, 2022.

Mr. Tressler advised that these are our annual agreements to allow local restaurants to do outdoor dining.

Order 26,803 – authorizing the Chief of Police to execute a Memorandum of Understanding (MOU) by and between the Allegany County Sexual Assault Response Team (SART) and all SART partner agencies to establish the terms and conditions under which the SART will meet and function to collaboratively make system-wide improvements in response to sexual violence; said MOU to be for a term not longer than three (3) years from the effective date of the MOU.

Mr. Tressler advised that this is just an operational agreement to share information; it is not funding-related.

Order 26,804 – accepting the bid of Michael's Janitorial, Inc. to provide custodial services for City Hall, Public Safety Building, Municipal Services Center, and emergency clean-up services for the period July 1, 2021 - June 30, 2022, with the option to extend for two years by mutual consent. Basic service - \$7,745.60 per month; COVID cleaning service - \$440.00 per month; emergency on-site cleanup - \$60.00; emergency call-out cleanup - \$100.00.

Mr. Tressler stated that for the public solicitation, Michael's was the only bidder, and advised that their basic service had gone down about \$100.

Order 26,805 -authorizing the City Administrator to execute all Seasonal Employment Agreements for the 2021 spring/summer season; given that said agreements shall not exceed six (6) months from the date of execution.

Mr. Tressler advised that these are the lifeguards, day camp instructors, maintenance, etc.

Order 26,806 – authorizing the City Administrator to execute all FY22 Employment Agreement for part-time employees of the City.

Mr. Tressler advised that these are contractual employees that are here year-round.

Order 26,807 – approving the award of funding from the Central Business District Facade Improvement Program to: 36 North Centre Street - \$10,000.00, 105 South Centre Street - \$3,750.00, 129 Baltimore Street - \$2,450.00, and 138 Baltimore Street - \$4,776.15, each of which represents a City project match of 25%.

Mr. Tressler provided background on how this program works and advised that these business improvements use the balance of the funds that were initially for residential improvements; however, only one residential applicant was approved.

Order 26,808 – declaring three (3) vehicles as surplus, and authorizing them for trade-in: 2004 Chrysler Concord VIN No. 2C3HD36M34H635884, 2007 Dodge Durango VIN No. 1D8HB38P57F537505, 2008 Dodge Durango VIN No. 1D8HB38N08F129090.

Mr. Tressler stated that all of these vehicles are in excess of 150K miles, are in poor condition, and will be used as trade-ins for new police vehicles.

Order 26,809 - appointing Ken Tressler, Director of Administrative Services, as Interim City Administrator effective June 1, 2021.

Order 26,810 - authorizing acceptance of American Rescue Plan Act (ARPA) funding in the total amount of \$19,595,850 and authorizing the City Comptroller, Mayor and City Administrator to execute documentation necessary for the receipt and disbursement of these funds.

Mr. Tressler stated that they are working to analyze the requirements and regulations to determine what these funds can be used for, and said they will be getting a report to M&CC soon to begin the process of identifying projects.

Order 26,811 - approving Minor Amendment #1 05132021 to the 2021 Community Development Block Grant Program which increases the 2021 Constitution Park Improvements Splash Pad Project by \$11,750, making the project total \$87,750.

Mr. Tressler advised that there was a program error made in the calculation on the federal end, so the City received more money and is putting it into the Splash Pad project.

There was discussion regarding Matt Miller, Executive Director of the CEDC, suggesting putting the splash pad at Canal Place at the Western MD Station Center, where the fountain is now, to get more folks to come to the downtown.

The Mayor stated that the idea is worthy of consideration, and mentioned they are thinking also about where to put the skate park. He added that it will be good to see what all the various potential locations would be for both projects.

II. MAYOR AND CITY COUNCIL UPDATES

Mayor Morriss mentioned how wonderful the recent free Del McCoury concert was at Canal Place. He said he estimates the crowd was 2500-3000. He added that it was extraordinary generosity what the McCoury family did, and shows their belief in the City and how much they appreciate the support they've gotten from us for DelFest. The Mayor stated that Dig Deep Brewery was packed during the concert, with a lot of outside beer sales as well, and noted that other businesses seemed just as busy.

Councilman Frazier suggested having something planned once a month at Canal Place to keep people interested in coming downtown. Mayor Morriss advised that Jason Buckel is leading a Canal Place taskforce with ideas of revamping all of Canal place, with one of the critical parts of it for the City to take over the festival grounds. The Mayor stated that this will be especially important during the construction phase of Baltimore Street, to keep people coming downtown. He added that it's important for the City to look at taking over the festival grounds, and said the cost would be worth it to provide activities for the community.

The Mayor stated that he had been talking with Ms. Kelleher and Bob Mayhew about events downtown, and how valuable it would be to have more programming at the festival grounds. He advised that the thought-process is there, and believes that this time next year it may be happening.

III. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:00 p.m.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____



Mayor and City Council of Cumberland

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

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

MINUTES

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

DATE: June 01, 2021

I. OPEN SESSION – 6:15 p.m. – Convene in Open Session

II. Pledge of Allegiance

III. Roll Call

PRESENT:

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

Also Present: Ken Tressler, Director of Administrative Services/Interim City Administrator;
Michael S. Cohen, City Solicitor; Marjorie A. Woodring, City Clerk

IV. Statement of Closed Meeting

1. Summary Statement of closed meeting held May 25, 2021

Mayor Morriss announced that a Closed Session had been held on May 25, 2021 at 5:27 p.m. and read into the record a summary of that session, which is attached hereto and made a part of these minutes as required under Section 3-306 (c) (2) of the General Provision Article of the Annotated Code of Maryland.

V. Proclamations

1. Proclaiming June 2021 as "Men's Health Month" in the City of Cumberland

Mayor Morriss read the Proclamation which will be emailed to Brittney Le at MHW@menshealthweek.org

VI. Approval of Minutes

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

1. Approval of the Work Session Minutes of April 20 and April 27, 2021

VII. Unfinished Business

(A) Ordinances

1. Ordinance No. 3886 (*2nd and 3rd readings*) - providing for the closure of a portion of a street known as Riverside Avenue, as requested by Northbranch Properties, LLC

Mr. Tressler reviewed the ordinance and advised that this is associated with the Grow West expansion that is currently underway.

SECOND READING: The ordinance was presented in title only for its second reading. On a **motion** made by Councilwoman Marchini, seconded by Councilman Bernard, the second reading was passed on a vote of 5-0.

Mayor Morriss opened the follow for comments.

J. Matthew Gilmore of Geppert, McMullen, Paye & Getty, Attorneys at Law, spoke on behalf of his client Breaking New Ground, LLC and DNA Landscaping and advised that he was here to urge the Mayor and Council to vote in opposition to the closure. He stated that he had submitted a letter to the City today outlining the basis for that request, and asked that the letter be accepted into the record. Mr. Gilmore made the following remarks:

- Mr. Getty stated that per the MD Local Government Article, nowhere does it give municipalities the authority to close roads that he could find; however, he said it was very clear that counties have that ability.
- If the authority is there, the closure of the road has to be for the benefit of the public use, but this closure is being closed for a private entity. Mr. Getty provided examples of rulings from the MD Court of Appeals to support his contention.
- City is being asked to close a road to benefit a cannabis growing/distribution company that is operating in violation of federal law.
- Mr. Getty questioned how the Mayor and Council could close a public road to benefit a private use that the Federal government/Congress has said has no public benefit.
- They will rely on what was submitted in the letter.

Mayor Morriss advised that the letter from Mr. Gilmore's client will be made part of the transcript of this public meeting. Mr. Cohen suggested also including into public record the picture of the map on the Council Chambers monitor which shows where the road is being closed. The Mayor agreed that the map was important and should be part of the record.

Mr. Doug Sampson, attorney for Northbranch, LLC (Grow West) agreed with Mr. Gilmore that the City is guided by the public benefit standard and determining whether or not the action being taken provides a public benefit. He then asked Brandon Butler to speak to the public benefits of this project and Mr. Butler noted the following:

- The expansion project will involve a \$20M investment on top of \$13M already invested by Grow West
- Putting workforce back to work – 100 people are already employed by Grow West; another 100 jobs are projected as this project comes online.
- Local labor and local contractors will be working around the clock to complete this project.
- Grow West has been a proven commodity when it comes to creating jobs since day one, and is a licensed grower and licensed dispensary through the MD Medical Marijuana Commission.
- There are countless stories of Grow West employees who have been able to become first-time homebuyers who now contribute to the City's tax base.
- Grow West is a leader in retirement benefits to their employees.
- Grow West is an investment in Cumberland's future.

Mr. Butler thanked the Mayor and Council for their continued partnership and said this is about good-paying jobs at a time when this community needs it the most.

Mr. Sampson then made the following remarks:

- Governor Larry Hogan is on the record as discussing the public benefits of medical cannabis and the availability of it as a public use.
- Grow West provides a public benefit just as hospitals and medical services provide a public benefit.
- The Court of Appeals holds that if closing a street is necessary for public improvement, the fact that the closed portion is thereafter devoted to a private use does not render that closing invalid.
- Grow West is putting in a new, improved wider access way for the use of all properties there.
- This is essentially a dead-end road, and the portion being closed only runs adjacent to properties owned by Grow West and the Allegany County Commissioners, who have consented to the closure.
- The closure does not affect the ingress or egress to any other property in this area, so there is no private detriment to any of these properties.
- Regarding the authority of the City to close a road, it is expressly laid out in the City of Cumberland Code, Sections 127, 127a, and 128, and the law has been on the record for 99 years.
- While MD State law may not specifically give municipalities that power, powers not reserved to the state are expressly reserved for local municipalities.
- If challenged, City laws are safe and will not be overturned on an appeal.
- Easement and access issues are all laid out in Exhibit D of the ordinance.
- Asked for the Mayor and Council to approve the ordinance.

County Commissioner Jake Shade spoke in support of the closure on behalf of the County Commissioners, and made the following remarks:

- This is the end of a dead-end street in a County business park in the city of Cumberland.
- The Allegany County Commissioners support the closure.
- The Grow West building was a vacant building for 15 years. Grow West didn't want government money, but put their own capital and their own time and energy into the project and although it was a risk, it paid off.
- Grow West continues to expand, and this road closure is something they need for this project to move forward.
- Grow West invested \$1.2M of their own money into excavation work for the plot in front of where the greenhouses will be going, due to debris from the old building being pushed down into the ground.
- It is a huge project that will help the local community as they continue to grow and expand.

Mayor Morriss stated that the City has taken this under serious consideration and said he believes that the closing of the road is for a public purpose, not simply for private use. He said when it comes to public welfare and public purpose, economic development is one of the most important things that local government does, and added that given Grow West's initial investment, it shows their belief in what we can do. He stated that the current 100 employees and the proposed 100 new jobs are critical for the success of the City and County, because these are good-paying jobs.

The Mayor stated that the Riverside Industrial Park is one of two industrial parks within the city limits and the City's comprehensive plan includes the development of manufacturing in the area and this is exactly what this road closure allows. He noted that medical marijuana is legal in the state of MD and added that the therapeutic effects of medical marijuana are widely acknowledged and providing citizens ready access to medical marijuana serves the public interest.

THIRD READING: With no further comments, the ordinance was presented in title only for its third reading, and was passed on a vote of 5-0.

2. **Ordinance No. 3887** (*2nd and 3rd readings*) - providing for the City Tax Levy for FY22. Real Estate tax rate to remain at \$1.0595 per \$100 of assessed value. Personal Property tax rate to remain at \$2.648 per \$100 of assessed value.

Mr. Gandolfi stated that the assessable base represents a 2.15% reduction over the prior year, and in addition to these revenues, there is \$7.1M from other revenues, as well as \$8.9M from financing sources.

SECOND READING: The ordinance was presented in title only for its second reading. On a **motion** made by Councilman Frazier, seconded by Councilman Cioni, the second reading was 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 presented in title only for its third reading, and was passed on a vote of 5-0.

3. **Ordinance No. 3888** (*2nd and 3rd readings*) - providing for the annual expenditure appropriation for the FY22 General Fund.

Mr. Gandolfi advised that this budget includes all regular operations as well as a new ambulance and new ladder truck, new police patrol vehicles, etc. He also mentioned transfers out, which include DDC support, special projects, street improvements, and capital projects. Mr. Gandolfi also mentioned the current year debt-refunding, and added that ARPA funding is included in this budget.

SECOND READING: The ordinance was presented in title only for its second reading. On a **motion** made by Councilman Frazier, seconded by Councilwoman Marchini, the second reading was 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 presented in title only for its third reading, and was passed on a vote of 5-0.

4. **Ordinance No. 3889** (*2nd and 3rd readings*) - providing for the annual expenditure appropriation for the FY22 Water Fund.

Mr. Gandolfi advised that in addition to regular operations, this budget includes the Decatur Street Waterline Replacement Project and several other projects as well.

SECOND READING: The ordinance was presented in title only for its second reading. On a **motion** made by Councilman Cioni, seconded by Councilwoman Marchini, the second reading was 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 presented in title only for its third reading, and was passed on a vote of 5-0.

5. **Ordinance No. 3890** (*2nd and 3rd readings*) - providing for the annual expenditure appropriation for the FY22 Sewer Fund.

Mr. Gandolfi advised that this budget provides for regular operations, but also includes the Mill Race 70" Pipeline Project, additional work on the Evitts Creek CSO Project, etc.

SECOND READING: The ordinance was presented in title only for its second reading. On a **motion** made by Councilman Bernard, seconded by Councilman Cioni, the second reading was 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 presented in title only for its third reading, and was passed on a vote of 5-0.

6. **Ordinance No. 3891** (*2nd and 3rd readings*) - providing for the annual expenditure appropriations for the FY22 Special Purpose Funds.

Mr. Gandolfi advised that some of the special projects funded by this budget include the Carver Center, Jane Frazier playground, ACM volleyball courts, and advised that capital projects under this budget include the Baltimore Street Access Project, the Baltimore Street Bridge, etc., as well as the Municipal Parking Authority.

SECOND READING: The ordinance was presented in title only for its second reading. On a **motion** made by Councilman Frazier, seconded by Councilwoman Marchini, the second reading was 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 presented in title only for its third reading, and was passed on a vote of 5-0.

Mayor Morriss said it was something to be noted that all the fees and rates remain the same, with no increases for City residents.

VIII. New Business

(A) Resolutions

1. **Resolution R2021-04** - approving the submission of applications to the Maryland Department of Housing and Community Development's Community Legacy program for the consideration of awarding funding to the four projects that have been recommended by Cumberland's Sustainable Community's Workgroup.

Mr. Tressler provided background on the resolution as well as PowerPoint slides, and added that these two resolutions (Community Legacy and Strategic Demolition), are required in order for the City to fill out and submit the applications. He noted that Kathy McKenney was instrumental in going out and soliciting requests for this funding. He added that the City is submitting four projects for Community Legacy funding with a total of \$351K, and he reviewed those projects.

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

1. **Resolution R2021-05** - approving the submission of an application to the Maryland Department of Housing and Community Development's Strategic Demolition Program for the consideration of awarding funding for the Cumberland Main Street Connections project that has been recommended by Cumberland's Sustainable Community's Workgroup .

Mr. Tressler reviewed the projects for DHCD's Strategic Demolition program, and advised that this is not actually demolition, and added that they just got approved today for sprinkler tap work on Baltimore Street.

READING: The resolution was submitted in title only. **Motion** to accept the resolution was made by Councilman Frazier, seconded by Councilwoman Marchini, and was passed on a vote of 5-0

(B) Orders (Consent Agenda)

Mr. Tressler provided background on all Consent Agenda items, and Mayor Morriss called for questions or comments. Motion to approve all items was made by Councilman Frazier, seconded by Councilman Cioni, and was passed on a vote of 5-0.

Order 26,801 - authorizing execution of a Concession License Agreement with Joyce Wormack granting the right to exclusively operate the Concession Area at Constitution Park for the term June 1, 2021, through September 30, 2021, for the fee of \$900.

Mr. Tressler advised that this will be Ms. Wormack's third year operating the Concession Area at Constitution Park

Order 26,802 - authorizing execution of an Outdoor Dining Lease Agreement with Ristorante Ottaviani, LLC and Uncle Jack's Pizzeria & Pub detailing terms for the use of the public right-of-way adjoining each establishment for a one (1) year term effective June 1, 2021 through May 31, 2022.

Order 26,803 - authorizing the Chief of Police to execute a Memorandum of Understanding (MOU) by and between the Allegany County Sexual Assault Response Team (SART) and all SART partner agencies to establish the terms and conditions under which the SART will meet and function to collaboratively make system-wide improvements in response to sexual violence; said MOU to be for a term not longer than three (3) years from the effective date of the MOU.

Chief Ternent advised that this MOU renewal is an operational agreement, not financial, and allows the sharing of information with partnering SART agencies, as well as crisis resources centers and specialized sexual assault nurses at the hospital.

Order 26,804 - accepting the bid of Michael's Janitorial, Inc. to provide custodial services for City Hall, Public Safety Building, Municipal Services Center, and emergency clean-up services for the period July 1, 2021 - June 30, 2022, with the option to extend for two years by mutual consent. Basic service - \$7,745.60 per month; COVID cleaning service - \$440.00 per month; emergency on-site cleanup - \$60.00; emergency call-out cleanup - \$100.00.

Mr. Tressler advised that this was a public solicitation, with Michael's Janitorial being the only bid received, and noted that they have been providing janitorial services for the last three years.

Order 26,805 - authorizing the City Administrator to execute all Seasonal Employment Agreements for the 2021 spring/summer season; given that said agreements shall not exceed six (6) months from the date of execution.

Order 26,806 - authorizing the City Administrator to execute all FY22 Employment Agreement for part-time employees of the City.

Order 26,807 - approving the award of funding from the Central Business District Facade Improvement Program to: 36 North Centre Street - \$10,000.00, 105 South Centre Street - \$3,750.00, 129 Baltimore Street - \$2,450.00, and 138 Baltimore Street - \$4,776.15, each of which represents a City project match of 25%.

Mr. Tressler provided background on how this program works and advised that these business improvements use the balance of the funds that were initially for residential improvements; however, only one residential applicant was approved.

Order 26,808 - declaring three (3) vehicles as surplus, and authorizing them for trade-in: 2004 Chrysler Concord VIN No. 2C3HD36M34H635884, 2007 Dodge Durango VIN No. 1D8HB38P57F537505, 2008 Dodge Durango VIN No. 1D8HB38N08F129090.

Order 26,890 - appointing Ken Tressler, Director of Administrative Services, as Interim City Administrator effective June 1, 2021.

Order 26,810 - authorizing acceptance of American Rescue Plan Act (ARPA) funding in the total amount of \$19,595,850 and authorizing the City Comptroller, Mayor and City Administrator to execute documentation necessary for the receipt and disbursement of these funds.

Mr. Tressler stated that they are still combing through the requirements and regulations to determine what these funds can be used for, and said they will be getting a report to M&CC soon to begin the process of identifying projects.

Order 26,811 - approving Minor Amendment #1 05132021 to the 2021 Community Development Block Grant Program which increases the 2021 Constitution Park Improvements Splashpad Project by \$11,750, making the project total \$87,750.

IX. Public Comments

All public comments are limited to 5 minutes per person

Paula Reeves, 2 Howard Street, Apt. 2E (Footer Building), advised that she has been living at this address since July 2020 and discussed problems and concerns she had, including false advertising as luxury living, noise, cleaning issues, parking issues, garbage issues from an adjoining business, faulty thermostat, alarm system issues, communication problems with the property owner.

Mayor Morriss thanked Ms. Reeves for voicing her concerns, and advised that staff will talk with Code Enforcement and looking into the issues. Ms. Reeves said she has purchased a house in the city and has sent all images and video recordings of her issues to the City of Cumberland Facebook Messenger account.

X. Adjournment

With no further business at hand, the meeting adjourned at 7:20 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Mayor and City Council of Cumberland

Closed Session Summary

May 25, 2021

Video Conference

On May 25, 2021, the Mayor and City Council met in closed session at 5:27 p.m. by video conference to discuss contract negotiations regarding the IAFF Local 1715, and the UFCW Local 1994 representing members of the Cumberland Police Department. Authority to close this session is provided by Section 3-305(b)(9) of the General Provisions Article of the Annotated Code of Maryland.

Persons in attendance included Mayor Raymond Morriss; Council Members Seth Bernard, Richard Cioni, Eugene Frazier, and Laurie Marchini; Jeff Rhodes, City Administrator; Mike Cohen, City Solicitor; Marjorie Woodring, City Clerk; Ken Tressler, Director of Administrative Services; Charles Ternent, Chief of Police; Donald Dunn, Fire Chief; Shannon Adams, Acting Interim Fire Chief

On a motion made by Council Member Frazier and seconded by Council Member Cioni, Council voted 5-0 to close the session.

No actions were voted upon and the meeting was adjourned at 6:45 p.m.

Raymond M. Morriss, Mayor

Entered into the public record on _____



June 1, 2021

Mayor and City Council
City of Cumberland
c/o Margie Woodring, City Clerk
57 N. Liberty St.
Cumberland, MD 21502
margie.woodring@cumberlandmd.gov

RE: Ordinance No. 3886
Closure of Portion of Riverside Ave.

Mayor Morriss and Members of the City Council:

Please be advised that this office represents Breaking New Ground, LLC and DNA Landscaping (collectively referred to as "DNA") and write in opposition to the proposed City Ordinance #8863, the partial closing of a public road commonly known as Riverside Avenue. DNA is a commercial and retail landscaping business which owns a piece of property situated on the corner of Riverside Avenue and Kelly Road. DNA also owns another parcel of property situated on opposite side of Kelly Road. For reasons set forth in detail below, the Mayor and City Council are urged to vote against the proposed Ordinance, as the closing of a portion of Riverside Avenue is not in the public welfare, only benefits a private entity and may in fact have detrimental impacts on DNA's business interests.

I. State Law Does Not Empower a Municipality to Close Public Roads

The municipal code of the City of Cumberland authorizes the Mayor and City Council to close streets when they determine that it is required by the public welfare or convenience. However, reading the City Code in conjunction with relevant state law raises a question as to whether a city has the power to close streets under the Local Government Article of the Maryland Code, which does not provide any specific authority to cities to do so.

Municipal corporations have no inherent rights; rather, their powers are limited to those conferred upon them by the state legislature. *River Walk Apartments, LLC v. Twigg*, 396 Md. 527, 543, 914 A.2d 770, 780 (2007). Thus, if the City Code's provision allowing for the closure of public streets exceeds the authority granted by State law as codified in the Local Government Article, such a provision would be invalid as an improper exercise of its power. State law governing the delegated powers of local governments, read in its entirety, is ambiguous as to whether a municipality has any authority derived from the State to enact an ordinance allowing for the closure of public roads.

A city is not explicitly prohibited from exercising its legislative authority by permitting closures of public streets, but it is not explicitly authorized to do so either. The broad authority to permanently close public roads is not among the express or general powers given to municipalities under the Local Government Article (see Md. Code Ann., Local Gov't § 5-201 et. seq) On the other hand, the right of the governing body of a county to close any county road is expressly conferred by the Maryland legislature (see Md. Code Ann., Local Gov't § 12-512).

A fundamental tenet of statutory construction is that the enumeration of specific items implies the exclusion of anything not specifically included. Thus, the explicit grant of the power to close roads to counties, without giving similar authority to municipalities, raises doubt as to the validity of the Ordinance by which the City proposes to close the road in question. Given the ambiguity as to whether the City is even empowered to approve Petitioner's request, DNA is opposed to the requested closure.

II. The Requested Road Closure Does Not Further Public Welfare

Assuming, *arguendo*, that closing a public street is a legitimate exercise of the City's authority, the City is nevertheless precluded from doing so for the sole benefit of private interests, without any benefit to the public welfare.

It is well-settled law that the public's right to use streets established for such use is paramount to other rights. *Sinclair v. Weber*, 204 Md. 324, 335, 104 A.2d 561, 565-66 (1954). Moreover, any municipal action with respect to the acquisition or conveyance of public property is outside a city's power when it is solely for the private benefit of another. *S. Easton Neighborhood Ass'n, Inc. v. Town Of Easton, Maryland*, 387 Md. 468, 489-90, 876 A.2d 58, 71 (2005).

In this case, the Petitioner is a private business seeking road closure for the purpose of building/expanding a cannabis facility. On information and belief, it is an affiliated entity of Grow West Cannabis, LLC. While the requested closure may further Petitioner's business interests, how is public welfare or convenience served by closing a public road for the benefit of a private business? Without any demonstration of benefit to the general public, the City does not have the authority to approve Petitioner's request for a road closure that will have no benefit to the public or any other entity or individual.

III. A Business in Violation of Federal Law Does Not Serve Public Welfare

Cannabis, whether recreational or medical, is classified as a Schedule I controlled substance under federal law. While the State of Maryland may consider the dispensation of medical cannabis to be consistent with the public interest, the United States considers it to have no medical value. Federal law takes precedence over state law under the Constitution of the United States.

As a business engaging in what is, under the laws of the United States, illegal activity, the Petitioner's intended purpose for the road closure is categorically contrary to the public welfare. Whatever powers may be available to municipal corporations under Maryland law, they "are not permitted to be contrary to existing public general laws." *S. Easton Neighborhood Ass'n, Inc. v.*

Town Of Easton, Maryland, 387 Md. 468, 489, 876 A.2d 58, 71 (2005). Accordingly, even if the proposed cannabis facility is determined to benefit anyone other than Petitioner, closing a public road to enable its construction unequivocally contributes to criminal activities in direct violation of the laws of the United States.

IV. Closure Will Have Negative Impact on DNA's Property.

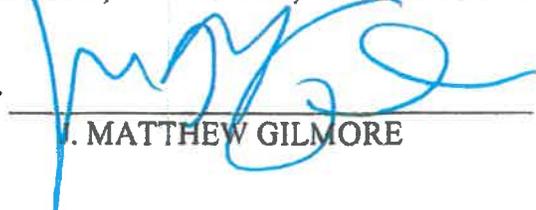
Furthermore, Petitioner fails to show how the requested road closure will not negatively impact DNA's commercial retail landscaping business. In fact, closure of this publicly used road is substantially likely to damage its business by diverting vehicular and foot traffic from access to its property. Closing this portion of Riverside Avenue will dramatically decrease the traffic coming through Kelly Drive, and could have a negative effect on DNA's business. Closure of this road may also create inconvenience to the general public but eliminating a street which is currently used by the public to access Kelly Drive.

Thank you for your consideration in this matter. The undersigned will be present at the public meeting on Ordinance 3886.

Very truly yours,

GEPPERT, McMULLEN, PAYE & GETTY

By



J. MATTHEW GILMORE

JMG/fle

File Attachments for Item:

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

ORDINANCE NO. 3893

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT BID FOR THE PURCHASE OF A PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 500 KINGLSEY AVENUE AND TO AUTHORIZE THE CONVEYANCE OF THIS PROPERTY TO ROBERT B. WILLIAMS, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, AND TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 500 Kingsley Place, Cumberland MD (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 26,757, passed by the Mayor and City Council on February 16, 2021;

WHEREAS, bids for the purchase of the Properties and other parcels of real property were solicited by means of the 2020 Request for Bids Surplus Properties Round II;

WHEREAS, the City ~~has received bids for twelve (12) of the remaining properties and passed Ordinance No. 3877 on November 4, 2020, and Ordinance No. 3884 on February 2, 2021,~~ received bids for ten (10) of the solicited properties and passed Ordinance No. 3892 on July 6, 2021, to accept the bids and authorize conveyance to eight (8) of the successful bidders, with two (2) of the accepted properties pending formal Council approval and transfer;

WHEREAS, the City has received one (1) additional bid on the remaining properties and staff is recommending that the Mayor and City Council award the bid for this property to Robert B. Williams ("Purchaser") for the amount of \$300.00 (Three Hundred Dollars); and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council accept the bid of Robert B. Williams for the sum of \$300.00 (Three Hundred Dollars) subject to the following terms and conditions:

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

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

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

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

G.

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

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

Passed this ____ day of _____, 2021.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

EXHIBIT A

QUITCLAIM DEED

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

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, _____ [personal representatives, administrators, heirs or successors] and assigns, forever in fee simple:

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

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

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

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring, City Clerk

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

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

I HEREBY CERTIFY, that on this ____ day of _____, 2021, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$300.00 and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN

File Attachments for Item:

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

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

ORDER NO. 26,833

DATE: July 20, 2021

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

THAT, the Mayor be and is hereby authorized to execute a Field Use Agreement by and between Allegany College of Maryland and the Mayor and City Council of Cumberland for the purpose of occasionally sharing the newly constructed softball field on the Allegany College of Maryland campus, which was assisted by funding provided by the Maryland Department of Natural Resources Community Parks and Playgrounds program.

Raymond M. Morriss, Mayor

FIELD USE AGREEMENT

THIS FIELD USE AGREEMENT (“Agreement”) by and between Mayor and City Council of Cumberland (the “City”), a Maryland municipal corporation, and Allegany College of Maryland, a Maryland public corporation (“ACM”) is entered into this 20th day of July, 2021 (“Agreement”).

RECITALS:

WHEREAS, ACM owns property within the City on the east side of Willowbrook Road upon which it operates a two-year accredited college;

WHEREAS, the City was allocated funding from the State of Maryland’s Community Parks and Playgrounds Program (the “Program”) for the purpose of financing the construction of a softball field on ACM’s property (the softball field hereinafter being referred to as the “Ballfield”);

WHEREAS, the Ballfield has been fully constructed as of the date of this Agreement;

WHEREAS, City has reimbursed ACM for all construction costs which are reimbursable in accordance with Program requirements;

WHEREAS, for the City to be eligible for Program funding, it needed to secure ACM’s agreement to make the Ballfield available for the use of community softball teams;

WHEREAS, when it submitted its application for Program funding in 2016, ACM verbally agreed to make the Ballfield available for the use of community softball teams when the City was unable to accommodate all softball teams’ field use requests; and

WHEREAS, the purpose of this agreement is to formalize the parties’ verbal agreement by setting it forth in writing.

WITNESSETH:

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Recitals.** The Recitals set forth hereinbefore are not merely prefatory. They are incorporated by reference herein and form a part of this Agreement

2. **Ballfield Use Requests.** When the City is unable to accommodate community teams’ request for softball fields, ACM shall make the Ballfield available for such the use of community teams provided there are no previously scheduled uses being made of the Ballfield. Except as otherwise provided herein, requests for Ballfield use shall be made in writing. The parties may agree upon the use of a form or forms to facilitate the scheduling of the City’s use

requests. In instances where there is insufficient time to process a written field request, requests may be made orally.

3. **Reservations for Regular Play.** During the term of this Agreement, ACM will provide for regular usage of the Ballfield by regional teams, as scheduled in advance according to the terms set forth in Section 2 and Article III of this Agreement, ACM will make best efforts to provide field usage times to City area softball teams and leagues.

4. **Field Use Fee.** ACM shall be permitted to charge Ballfield users the same fee the City would have charged for the use of one of its softball fields. ACM will be responsible for collecting these fees.

5. **Maintenance.** ACM is solely responsible for the performance and cost of the repair and maintenance of the Ballfield, said repair and maintenance to be performed at ACM's expense. The Ballfield shall be kept in good and playable condition at all times during the term of this Agreement.

6. **Indemnification.** ACM shall indemnify, defend, and hold harmless the City and its elected officials, officers, employees, agents, representatives and contractors from and against any and all claims, allegations, actions, causes of action, demands, liabilities, losses, damages, injuries, illnesses, suits at law or in equity, judgments, settlements, costs and expenses (including costs of investigation, settlement, court costs, litigation expenses and attorneys' fees), of whatsoever kind or nature, past present and prospective, regardless of the merits of such claims or allegations, that may be based in whole or in part, or otherwise arising from, as a result of, out of or as an incident to the use of the Ballfield, the conditions existing at the Ballfield and/or any other matters pertaining to the Ballfield.

7. **Term.** The term of this Agreement shall commence on April 6, 2021 and shall expire on July 18, 2037.

8. **Joint Use Agreement.** Notwithstanding the execution of this Agreement, the Joint Use Agreement entered into by the City, ACM and the Maryland Department of Natural Resources on or about July 18, 2017, a copy of which is attached hereto as Attachment 1, shall remain in force and effect.

9. **Miscellaneous Provisions.**

9.1. **Further Documents.** Each party shall at any time, and from time-to-time hereafter, execute, acknowledge and deliver to the other party any and all instruments, documents, petitions, certifications and assurances which the other party may reasonably require for the purposes of giving full force and effect to the provisions of this Agreement.

9.2. **Waivers.** No waiver of any condition or covenant in this Agreement by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of this Agreement.

9.3. 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

9.4 Notices. Any notice required by the terms of this Agreement shall be in writing and shall be effective when actually delivered in person or three (3) days after being deposited in the U.S. mail, registered or certified, postage prepaid and addressed to the party at the following addresses or such other address as either party may designate by written notice to the other:

If to the City:

City of Cumberland
ATTN: Director of Parks and Recreation
57 North Liberty Street
Cumberland, MD 21502

If to ACM:

Allegany College of Maryland
ATTN: Tommie Reams
Athletic Director
Physical Education, and Health
12401 Willowbrook Road SE
Cumberland, MD 21502

9.5. Complete Agreement. This Agreement constitutes and contains the entire agreement and understanding among the parties. With the exception of the aforesaid Joint Use Agreement, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

9.6. Partial Invalidity. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

9.7. Non-discrimination. The Ballfield shall be open for entry and use by all persons, without regard to their race, sex, sexual orientation, gender identification, color, national origin, ancestry, age, disability, or United States military service veteran status. race, color, religion, sex, age, ancestry or national origin, marital status, sexual orientation, gender identity, disability or United States military service veteran status.

9.8. Modification. This Agreement may not be modified except in a subsequent writing signed by the City and ACM.

9.9 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 District Court of Maryland for Allegany County or the Circuit Court for Allegany County, Maryland, and the parties hereto agree to be subject to the jurisdiction of such Courts and further waive any claim that any action or proceeding arising out of or relating to this Agreement and commenced and maintained in either of said Courts is commenced and maintained in an inconvenient forum or one that lacks proper venue.

9.10. 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.

9.11. Jury Trial Waiver. THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH EITHER 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.

9.12. 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.

9.13. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

WITNESS/ATTEST:

ALLEGANY COLLEGE OF MARYLAND

By: _____
Cynthia Bambara, President

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring, City Clerk

By: _____
Raymond M. Morris, Mayor

Attachment 1: Joint Use Agreement

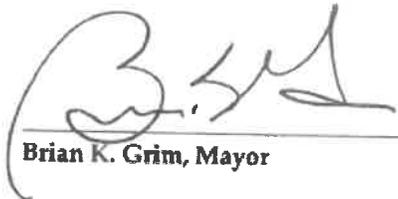
- ORDER -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 26,164

DATE: July 18, 2017

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

THAT, the City Administrator be and is hereby authorized to execute a Joint-Use Agreement by and between the City of Cumberland, Allegany College of Maryland, and the Maryland Department of Natural Resources for funds administered by the Maryland DNR's Program Open Space/Community Parks and Playgrounds Program, related to the grant of One Hundred Twenty Thousand Dollars and No Cents (\$120,000.00) awarded to the Mayor and City Council of Cumberland for recreational facilities on lands owned by Allegany College of Maryland.



Brian K. Grim, Mayor

**MARYLAND DEPARTMENT OF NATURAL RESOURCES
PROGRAM OPEN SPACE
COMMUNITY PARKS AND PLAYGROUNDS (CP&P) PROGRAM**

JOINT-USE AGREEMENT

THIS JOINT-USE AGREEMENT (this Agreement) is made this _____ day of _____, 20____, by and between:

- (a) Mayor and City Council of Cumberland, Maryland
(hereinafter, the Local Government)
- (b) Allegany College of Maryland
(hereinafter, the Third Party), and
- (c) The Department of Natural Resources, acting for and on behalf of the State of Maryland (hereinafter, the Department)

WHEREAS, the Local Government is applying Community Parks and Playgrounds funds appropriated by the Maryland General Assembly and administered by Program Open Space under Title 5, Subtitle 9 of the Natural Resources Article (2012 Replacement Volume, as amended) for recreational facilities on lands owned by the Third Party.

NOW, THEREFORE, the Local Government, the Third Party, and the Department agree as follows:

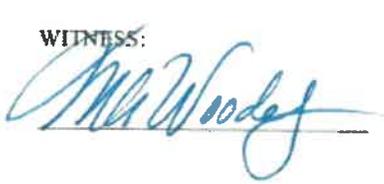
1. This Agreement applies to the facility described in the Community Parks and Playgrounds Application and Project Agreement # 16650-1-296, set forth in Attachment A, which is hereby incorporated herein by reference (the Project).
2. Any additional agreements between the Local Government, the Third Party, and any other parties with respect to the Project are set forth in Attachment B, which is hereby incorporated herein by reference. In the event of a conflict between the terms of Attachment B and the terms of this Agreement, the terms of this Agreement shall prevail.
3. The Local Government shall operate and maintain, or have operated and maintained, the Project throughout its estimated life of 20 years from the date of Board of Public Works approval as set forth in Attachment A and associated documents.
 - a. The Project shall be maintained so as to appear attractive and inviting to the public.
 - b. Sanitation and sanitary facilities shall be maintained in accordance with applicable State and local health standards.
 - c. The Project shall be kept reasonably safe for public use.
 - d. Buildings, roads, trails and other structures and improvements shall be kept in reasonable repair so as to prevent undue deterioration and to encourage public use.
4. The Local Government and the Third Party shall ensure that:
 - a. The Project shall be open for public use at all reasonable hours and times of the year, according to the type of area and facility.
 - b. The Project shall be open to entry and use by all persons, regardless of race, color, religion, sex, age, handicap, marital status, sexual orientation, gender, or ancestry or national origin, and shall be operated in compliance with Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964) and its amendments, the Americans with Disabilities Act of 1990, P.L. 101-336 and its amendments, and Section 20-601 et. seq. (Discrimination in Employment) of the State Government Article of the Annotated Code of Maryland (2014 Repl. Vol. and 2016 Supp.).
 - c. The Project shall be retained and used for public outdoor recreation or open space purposes. The Project shall not be converted to any other use without the prior written approval of the Secretary of the Department of Natural Resources, the Secretary of the Department of Budget and Management, and the Secretary of the Department of Planning. Said approval shall not be granted unless the Local

Government and/or Third Party replace the Project with facilities of at least equivalent area and of at least equivalent recreation or open space value. The monetary value of the replacement facility shall be equal to or greater than the original Program Open Space grant(s). The Secretaries, at their sole discretion, shall determine the relative recreation and open space value of the properties, considering the fair market value, usefulness, quality and location of the properties and/or facilities.

- d. The Department, its agents and employees shall have the right to inspect the Project for compliance with this Agreement.
5. To the extent permitted by law and subject to available appropriations, the Local Government agrees:
 - a. To protect, indemnify and save harmless the Department, its officers, agents, and employees from and against any and all claims, demands, causes of action, and liability of any kind arising out of the operation and use of the Project.
 - b. That if the Project is rendered unusable for any reason whatsoever, the Local Government shall immediately notify the Department of said condition. The Local Government, at its own expense, shall repair the Project, taking any action necessary to restore use and enjoyment of the Project by the public.
 - c. That any violation of this Agreement shall render the Local Government liable to the Department to replace the Project with land of at least equivalent area and public recreational value, and to construct on this replacement land facilities of the same type, size, and quality of construction as those in the Project.
 - d. That in the event of a violation of any provisions of this Agreement, the State, in addition to pursuing other remedies, may impose the following sanctions until the violation has been corrected to the satisfaction of the Department:
 - i. Withhold approval of any Program Open Space and Community Parks and Playgrounds project request submitted by the Local Government to the Department;
 - ii. Withhold reimbursement from Program Open Space and Community Parks and Playgrounds funds for the State's share of the cost of the Project;
 - iii. Withhold reimbursement from Program Open Space and Community Parks and Playgrounds funds for the State's share of the cost of any or all outstanding projects of the Local Government;
 - iv. Maintain, operate, or repair the Project, charging the cost of said maintenance, operation, or repair to the Local Government as a debt due and owing the Department.
 6. If the Third Party is a Board of Education that holds title to the land on which the Project is located, then, the Third Party shall permit the Project to be open to the general public, as regulated by the Third Party or the Local Government at all hours and times consistent with the type of facility, so long as same does not interfere with specific school activities.
 7. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, including assigns and successors by way of privity of estate and contract. Nothing in this Agreement, expressed or implied, is intended to confer upon or against any person, corporation, or government unit not a party to this Agreement, any right or remedy under or by reason of this Agreement.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF the parties have executed this Agreement causing the same to be signed the day and year first written above.

WITNESS:


THE LOCAL GOVERNMENT:
NAME: 
TITLE: **Brian K. Grim, Mayor**

WITNESS:


THE THIRD PARTY:
NAME: Cecilia S. Bambara
TITLE: President

WITNESS:

THE DEPARTMENT:
NAME: _____
TITLE: _____

Approved as to legal form and sufficiency. Approved means the document meets the legal requirements for a contract if the signature blocks are executed properly; it does not mean approval or disapproval of the transaction. Approval is of the typed language only; any modification requires re-approval.

Office of the Attorney General
Department of Natural Resources

Note: Attachment B should set forth the respective roles of the Local Government and the Third Party for construction and development of the Project and for the operation, maintenance, supervision and scheduling of the Project. It may also include other agreements between the Local Government, the Third Party and any other parties with respect to the Project.

If there is no Attachment B to this Agreement, please initial here:  Local Government
 Third Party

Council Agenda Summary

Meeting Date: July 20, 2021

Key Staff Contact: Kathy McKenney

Item Title: Memorandum of Understanding: Allegany College of Maryland Softball Field

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

The Mayor and City Council of Cumberland was awarded funding through the Community Parks and Playgrounds Program in 2017 to assist Allegany College of Maryland to construct a new softball field on their campus. The construction of that field is now complete. This field provided a much-needed additional field in the community and Allegany College of Maryland staff verbally committed to providing this space for use by the community, when possible. The existing Joint Use Agreement that was required between the Mayor and City Council and Allegany College of Maryland provides a commitment of sharing this space, however both parties agreed that a Memorandum of Understanding would provide a more detailed agreement. That Memorandum of Understanding has been drafted and reviewed by Michael Cohen and is now available for consideration by the Mayor and City Council for approval.

Amount of Award: N/A

Budget number: N/A

Grant, bond, etc. reference: Community Parks and Playgrounds Program Award #6650-1-296

File Attachments for Item:

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

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

ORDER NO. 26,834

DATE: July 20, 2021

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

THAT payment to CBIZ Insurance Services, Inc., 44 Baltimore Street, Cumberland, MD 21502, for FY22 Risk Management Services for the period of July 1, 2021 through June 30, 2022, be and is hereby approved in the amount not to exceed Thirty-Two Thousand, Five Hundred Dollars (\$32,500.00).

Raymond M. Morriss, Mayor

CBIZ Insurance Services, Inc.

44 Baltimore Street * - * Cumberland, MD 21502

----- INVOICE -----

Mayor & City Council Of Cumberland
 57 N Liberty Street; P.O. Box 1702
 City Hall
 Cumberland, MD 21502

Invoice Date 06/30/21
Invoice No. 521764
Bill-To Code MAYOCIT
Client Code MAYOCIT
Inv Order No. 100*623279

Named Insured: Mayor & City Council Of Cumberland, MD

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: CBIZ Insurance Services, Inc.

Effective Date	Policy Period	Coverage Description	Transaction Amount
07/01/21	07/01/21 to 07/01/22	CBIZ Insurance Services, Inc. Policy No. JULY21TOJULY22 *Renewal - Risk Management Fee	32,500.00
		Invoice Number: 521764 Amount Due:	32,500.00

***Premiums Due and Payable on Effective Date**

File Attachments for Item:

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

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

ORDER NO. 26,835

DATE: July 20, 2021

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

THAT, the Mayor be and is hereby authorized to execute a Collective Bargaining Agreement by and between the Mayor and City Council of Cumberland and the United Food and Commercial Workers Local 1994 MCGEO, representing certain members of the Police Department of the City of Cumberland, to be effective July 1, 2021 through June 30, 2024; and

BE IT FURTHER ORDERED, that this Agreement shall automatically renew from year-to-year thereafter, unless either party shall give the other party written notice of its intent to terminate, modify, or amend the Agreement in accordance with the terms provided for in the Agreement.

Raymond M. Morriss, Mayor

Collective Bargaining Agreement

by and between



Mayor and City Council of Cumberland, a
municipal corporation of the State of Maryland

and



United Food and Commercial Workers, Local 1994

Municipal and County Government Employees Organization

Cumberland City Police Department

July 1, 2021 to June 30, 2024



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PREAMBLE

This Agreement, made and executed in duplicate, this 20th day of July, 2021, by and between the Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, hereinafter known as "*the Employer*", and the United Food and Commercial Workers Local 1994 MCGEO, hereinafter referred to as "*Local 1994*" or "*the Union*".

WITNESS

Whereas, the United Food and Commercial Workers Local 1994 MCGEO, has been designated as the exclusive bargaining agent for certain members of the Police Department of the City of Cumberland.

SEVERABILITY

Should any Article, Section, or portion thereof, of this Agreement to be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the court shall apply only to the specified Article, Section, or portion thereof, directly specified in the decision; provided, however, that upon such a decision, the parties agree, as soon as practical, to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 1 **Purpose**

1.1 Partnership Agreement

- (a) It is the purpose of this Agreement to promote harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to strive for good collective bargaining procedures, and to establish the best standards of wages, hours, working conditions and other conditions of employment possible, recognizing that the job of a police officer is unique in nature.
- (b) Items not expressly contained in this Agreement will remain the prerogative of the Employer. All terms of this Agreement will be subject to applicable provision of the Charter and Code of the City of Cumberland, and all amendments thereto.
- (c) The use of any gender, tense, or conjugation in this Agreement 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.

ARTICLE 2
Union Recognition and Security

2.1 Recognition Agreement

The Employer recognizes UFCW Local 1994 MCGEO as the exclusive bargaining agent for the employees covered by this Agreement, which shall include all members of the Police Department except the Chief, Deputy Chiefs, Captains, Lieutenants and probationary employees, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

2.2 No Strike/No Lockout

The Union agrees that during the term of this Agreement, the Union, its agents, and its bargaining unit members will not authorize, instigate, aid or engage in any work stoppage, slowdown, sick-out, refusal to work, picketing or strike against the Employer. The Employer agrees that during the term of this Agreement there will be no lockout.

2.3 Agency Shop

Bargaining Unit Members who consent to pay Union dues shall pay the amount set by the Union. This amount may be subject to change once each year of this Agreement as a result of the Union's notice to the Employer and the appropriate Bargaining Unit Members mailed thirty (30) days prior to the change.

2.4 Deduction of Union Dues and Service Charges

The Employer will provide voluntary check-off and shall check off dues, service fees, and voluntary political contributions from all employees and shall remit the same via direct deposit to the Secretary-Treasurer of Local 1994 on a biweekly basis. Any voluntary political check-off form provided by the Union shall be in compliance with Federal and State election law requirements.

ARTICLE 3
Union Representation

3.1 The Employer recognizes and shall deal with all of the accredited Union Stewards and the Union President in all matters relating to grievances and interpretation of this Agreement. There shall be no more than six (6) Union Stewards.

3.2 Stewards/Bargaining Team

A written list of the Union Stewards shall be furnished to the Employer immediately after their designation, and the Union shall notify the Employer promptly of any changes of such Union Stewards. No more than four (4) bargaining unit members shall serve on the bargaining team. The Union shall notify the Employer promptly of the bargaining team

members.

3.3 Notification and Authorization for Attending City Meetings

- (a) The Employer shall provide reasonable time, upon request to the Chief of Police, for members of the bargaining team to attend meetings for negotiations on City time. Such requests shall not be unreasonably denied.
- (b) Union stewards planning to attend meetings such as specified above will notify the Chief in writing at least five (5) calendar days in advance of the meetings.

3.4 New Employee Orientation

Up to thirty (30) minutes of time, scheduled at a mutually agreed upon time, shall be made available to the Union during the orientation of newly hired employees in bargaining unit positions, for the Union's use in orienting these employees to the collective bargaining agreement. A representative designated by the Union shall conduct such orientation to the contract. The Employer shall notify the Union at least one (1) week in advance, when possible, of all new employee orientation sessions.

ARTICLE 4 Probationary Period

4.1 Police Officers hired after July 1, 2018 shall serve a probationary period of eighteen (18) months from the date of Maryland Police Training and Standards "(MPTSC)" certification. If required, candidates will attend the first available academy upon being hired by the Employer.

ARTICLE 5 Impasse

5.1 As defined in the Article, an impasse occurs after both parties have considered the proposals and counter proposals of the other party in good faith and despite honest and diligent effort cannot reach agreement on the subject being negotiated, or if no later than two weeks prior to the expiration of the present agreement either party concludes that a successor agreement is unlikely. The following procedures will be used to resolve impasses in negotiations between the Employer and the Union:

- (a) If the Employer or the Union concludes that an impasse has been reached on a proposal which has been in the negotiating process for no less than three (3) negotiating sessions, or fewer by mutual agreement, either party may refer to the impasse by delivering a written statement of its position to the other party together with a written notice of intent to invoke the procedures (Notice) hereinafter set forth.

- (b) Upon the issuance of the Notice, either party may notify the Federal Mediation and Conciliation Service (FMCS) of this fact, in writing, and request mediation. Copies of this notification shall be transmitted to the other party.
- (c) It shall be the function of the mediator to assist both parties without taking sides. The mediator shall make no public recommendations on the negotiation issues or public statements of finding of fact in connection with the performance of his service, nor any public statements evaluating the relative merits of the positions of the parties. The mediator shall make no public, confidential or other report concerning the issues except by mutual agreement of the parties, or as required by the FMCS.
- (d) Nothing in the Article will preclude either party from presenting, in the interest of reaching agreement, a proposal at any stage in the proceedings. By agreement, the parties may recall any referral at any stage in the proceedings.
- (e) If mediation is unsuccessful, FMCS shall appoint a fact finder who shall conduct a hearing and issue a decision within thirty (30) days after the request for mediation; a copy of the fact finder's decision shall be sent to the Employer and the Union.
- (f) The Employer and Union agree that the current agreement will continue in effect until both parties have acted upon this report.

ARTICLE 6 Management Rights

6.1 It is recognized that the management of the Employer, the control of its properties, and the maintenance of order and efficiency is solely a responsibility of the Employer. Accordingly, the Employer retains the right, including, but not limited thereto, to:

- (a) select and direct the working forces;
- (b) the right to hire, suspend or discharge for just cause;
- (c) assign, promote, or transfer;
- (d) to determine the amount of overtime to be worked;
- (e) to relieve employees from duty because of lack of work or other legitimate reasons;
- (f) decide the number and location of its facilities, stations, etc.;
- (g) determine the work to be performed within the unit;

- (h) maintenance and repair;
- (i) amount of supervision necessary;
- (j) machinery and tool equipment;
- (k) methods, schedules of work, together with the sections, procurement, designing, engineering, and the control of equipment and materials;
- (l) purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement; and
- (m) make reasonable and binding rules which shall not be inconsistent with this Agreement in accordance with established rules and regulations.

ARTICLE 7 Seniority

7.1 Definition

Seniority standing shall be granted to all police officers. Seniority for the purpose of this Agreement, for sworn law enforcement officers of the Cumberland Police Department shall be calculated based upon the following criteria;

- (a) Rank
- (b) Date of Rank
- (c) Date of Police Certification through MPTSC
- (d) Class standing in the law enforcement academy class from which they graduated.

Seniority does not necessarily match identification number.

7.2 Breaks in Seniority

An employee shall lose his seniority standing upon voluntary resignation from employment unless said employee is rehired pursuant to Article 8 - Rehire Policy of this Agreement. An employee's seniority shall not be terminated because of authorized leave of absence or layoff.

7.3 Filling of Vacancies

Notice of all vacancies shall be emailed to the Union's representative (for further distribution to Union membership within ten (10) days following the occurrence of the vacancy. Employees shall be given ten (10) working days' time in which to make application to fill the vacancy or to fill a new position being created. The employee with the necessary abilities or qualifications shall be awarded the position involved, and

such award shall be made within thirty (30) days following the emailing of the notice. If two or more bargaining unit members are deemed to be equal in necessary abilities or qualifications, the most senior bargaining unit member will be selected. Newly created positions or vacancies are to be emailed to the Union representative and shall include the following information:

- (a) The type of work, place of work, rate of pay, hours of work, and classification.
(This section is not intended to conflict with current examination requirements).

7.4 Seniority List

The seniority list shall be brought up-to-date January 1st of each year and emailed to the Union representative (for further distribution to Union membership); such list shall contain date of hire, classification and department. Within thirty (30) days of the original posting of the seniority list, the Employer shall email a copy of it to the Union Field Representative and President of the Union.

ARTICLE 8 Rehire Policy

8.1 Sworn police employees that voluntarily resign from employment with the Cumberland Police Department and leave in good standing may be reinstated if they make application within sixty (60) days of the separation of their employment as a City of Cumberland Police Department police officer. The Chief of Police, with the concurrence of the City Administrator may permit the sworn member to be reinstated at the rank and pay grade held at the date of separation if the position has not been filled. Generally, sworn employees returning within sixty (60) days of separation will not require additional training but an employment investigation will be conducted to cover the period of separation. An employee that voluntarily resigned from the Cumberland Police Department will only be considered for rehire at the same rank and pay grade one (1) time in their career with the Cumberland Police Department. Following the sixty (60) days of the date of separation, an employee that separated from the Department may be considered for rehire to any vacant position which they are qualified to fill. For the purposes of this section, retirement shall not be deemed to be voluntary resignation.

8.2 Effect on other actions

The seniority date is reassigned for any period equal to the period of separation.

ARTICLE 9 Lateral Entry

9.1 Persons hired as a Patrolman to the Cumberland City Police Department will be eligible for a maximum of five (5) years of prior service for purposes of placement on the wage scale. Prior service credit must be from an MPTSC certified law enforcement agency or someone who must complete a Comparative Compliance course. If the employee must complete a full academy, they are not eligible. Nothing in this Article prohibits the City from offering advances in vacation time to prospective employees of the police department.

ARTICLE 10 Salary and Wage Rates

10.1 Pay Policies

The Employer will pay all employees biweekly.

10.2 Salary Schedules

Police Officers covered under this Agreement shall be compensated pursuant to the pay schedules located in Appendix I of this Agreement. The schedules shall reflect two percent (2%) cost of living adjustments for each fiscal year of this Agreement. The first cost of living adjustment shall commence July 1, 2021 with the second adjustment commencing July 1, 2022 and the third commencing July 1, 2023.

10.3 Shift Differential

Employees that work between the hours of 1900-0700 shall receive shift differential pay at the rate of \$1.25 per hour.

10.4 Field Training Pay

Bargaining unit members who are field training officers shall receive an additional **two dollars and fifty cents (\$2.50)** per hour for each hour they are assigned a trainee.

10.5 Overtime

- (a) When any employee works in excess of his regularly assigned work week or work schedule, he shall have the option of being paid at the rate of one and one-half (1 1/2) for such overtime worked, in addition to any other benefits to which they may be entitled; or they may elect to take compensatory time for overtime worked at the rate of one and one-half (1 1/2) hours for each hour of overtime worked.
- (b) All overtime worked (*call outs and holdovers*) shall be rotated among the officers of the department, based upon procedures agreed to by an agent, and the Union. Call

outs shall be managed by the senior member of the squad. Nothing herein shall prevent the department from making an assignment of overtime in an emergency situation requiring a response in recognition of those responsibilities to protect the public safety.

(c) Double-time shall be paid if an employee is required to work more than sixteen (16) consecutive hours. In the event of a hold over, bargaining unit members working a twelve (12) hour shift must be given no less than eight (8) hours off between shifts.

(d) Off-Duty Work

Off-duty corporals and sergeants required to attend special meetings or supervisory meetings by the Chief of Police will receive compensation time at the rate of one and one-half (1½) for the length of the meeting.

(e) Grant Overtime

Employees working grant overtime will be compensated at the rate of one and one half (1½) their current rate of pay.

10.6 Acting Pay

The Chief of Police may designate a sworn member of the Cumberland Police Department to perform the duties of an unoccupied position that is vacant due to promotion, reassignment, retirement, extended training or sick leave. Bargaining unit members, who are assigned to a higher classified job for a period of more than twenty (20) consecutive days, shall receive the rate of pay of the higher classified job retroactive to the first day of work at the higher level. When the Chief of Police has designated a sworn officer for an acting position, it will be endorsed by the Chief of Police and the Chief of Police will forward it to the City Administrator for final approval. The Chief of Police may authorize the employee in the acting capacity to display the rank insignia on their uniform for that rank.

10.7 Call Back Pay

Any employee who is called to work outside of his regular shift shall receive as pay the rate of one and one-half (1 ½) his regular hourly rate for such time worked, or a minimum of four (4) hours of straight time pay, whichever is greater.

10.8 K-9 compensation

K-9 handlers will be compensated for kennel time pursuant to policy set by the Chief of Police.

10.9 Physical Fitness Incentive Bonus

The Employer and the Union agree to meet and discuss the development and

implementation of a "Physical Fitness Incentive Program" as a standing item agenda item at the LMRC on a bimonthly basis.

10.10 ARPA Premium Pay

During FY2022, Employees shall be paid ARPA Premium Pay in addition to the other compensation provided for herein. Employees shall be paid \$3.13/hr. for each hour they **actually** worked during the period commencing on July 6, 2020 and ending May 15, 2021. ARPA Premium Pay shall be paid by means of a lump sum. This is a one-time only benefit and it shall be paid by separate check as soon as is practicable following the date of this Agreement.

ARTICLE 11 Work Schedules; Attendance; Hours of Work

11.1 12 Hour Shifts

- (a) Officers are scheduled to work a twelve (12) hour shift and shall be scheduled seven (7) twelve (12) hour shifts each fourteen (14) day pay period for a total of eighty-four (84) hours.
- (b) Officers working a twelve (12) hour schedule may be asked, or they may request to flex their schedule during a two (2) week pay period.

11.2 8 Hour Shifts

The work week of all employees who regularly perform police duties who work eight (8) hour shifts shall be an average of not more than forty (40) hours. The work schedule for the work week herein provided for shall consist of five (5) day tours of eight (8) hours each, with two (2) consecutive days off duty. Any part of this section may be waived provided it is by mutual consent and in writing.

11.3 Lunch Periods and Breaks

The lunch period shall be thirty (30) minutes. There shall be two (2) fifteen (15) minute breaks during the shift; one (1) to be taken prior to the lunch period and one (1) to be taken after the lunch period.

11.4 Shift Trading Policy

With approval of the Chief or designee, each employee may be permitted to trade shifts with another employee to work in their place within the same pay period provided:

- (a) Such substitution is in the same classification as the employee they are replacing. This provision may be waived provided the efficiency of the Police

Department is not impaired and provided the affected supervisor(s) in charge agree(s) to the substitution;

- (b) The officer in charge of the shift, or officer in charge, is notified not less than three (3) days prior to the substitution becoming effective, except in the case of emergency, when notification may be made by phone;
- (c) Neither the City of Cumberland Police Department nor the Employer is held responsible for the enforcement of any agreement made between employees, nor shall the City of Cumberland Police Department nor the Employer incur any additional cost as a result thereof;
- (d) Shift trade agreements will be subject to a change in shift differential. Each employee agreeing to a shift trade will receive the differential for the shift they worked.

ARTICLE 12 Promotion

12.1 Upon successfully being released from entry level probationary status, the officer will be reclassified from Patrol Officer to Patrol Officer First Class.

12.2 For an individual to be eligible to be promoted to the rank of Corporal, they must have two (2) years of continuous experience immediately preceding the time of promotion in the rank of PFC at CPD.

12.3 For an individual to be eligible to be promoted to the rank of Sergeant, they must have two (2) years of continuous experience immediately preceding the time of promotion in the rank of Corporal at CPD.

12.4 Promotions to the rank of Lieutenant shall be the prerogative of the Employer; said promotions to be made in accordance with the Cumberland Police Department Policies and Procedures Manual, as amended from time to time.

ARTICLE 13 Temporary Assignments

13.1 Temporary Assignments

- (a) The Chief of Police may make temporary assignments of employees to positions other than those they normally perform in order to meet the requirements of the operations of the department.
- (b) Special and/or temporary assignments will be posted. Said list will expire

after sixty (60) days of posting and all officers will be eligible to sign for said special and/or temporary assignments. Special qualifications, where pertinent, and length of service will be given consideration when selection for such assignment is made.

- (c) The Chief of Police and Union agree that any Patrolman, Corporal and Sergeant who has an assignment other than patrol shift work can make a written request to be transferred back to the patrol unit, subject to the approval of the Chief of Police. The police officer shall be granted the transfer no later than twenty (20) working days after the request.
- (d) When courses/training assignments/schools are available, notice will be posted and all officers will be eligible to sign for said courses/training assignments/schools. This list will expire after sixty (60) days of posting. Length of service will be given consideration in selecting candidates for courses/training assignments/schools. When less than ten (10) days' notice is given for training assignments/schools/seminars/etc., a sign up will not be required. Selection will be made by the Chief of Police, giving consideration special qualifications, subject matter, officer's assignment, last school attended and length of service.

ARTICLE 14

Court Time

14.1 Off duty officers will be compensated for summoned appearances in District, Circuit and Juvenile Court in the amount of four (4) hours at the rate of one and one half (1 1/2) for both morning and afternoon appearances. Bargaining Unit Members will be compensated at one and one half (1 1/2) for each hour in court after the initial four (4).

14.2 The officer shall have the option of taking compensation time in lieu of court pay. Compensation time accumulated from court time must be used within the quarterly period it was earned.

14.3 Any time a police officer is summonsed to any court, for either a criminal or civil proceeding, outside the confines of Allegany County, for any action they took while in the performance of their duties for the Employer, the following procedure shall apply:

- (a) The officer, with approval of the Chief of Police, may have such court appearance constitute their regular shift or portion thereof for the particular day or days.
- (b) In the event said court appearance is not counted as a regular shift or portion thereof, the officer shall be eligible for regular time payment or regular time off, to include reasonable travel time to the court site, subject to the approval of the Chief of Police.

- (c) To the extent available and possible, travel to such court appearance will be in a City vehicle, unless the Chief of Police approves use of a personal vehicle. In the event a personal vehicle is used, any payment received for travel from the applicable court will be offset against any mileage reimbursement claimed under the provisions of this Agreement.

14.4 An employee summoned to court while on sick leave or workers compensation leave shall not be entitled to receive court time compensation unless authorized by the Chief or his designee. Employees must attend court hearings unless excused by the court.” Neither the Union nor the Employer are able to override a summons or subpoena to appear in court.

ARTICLE 15 Meal and Travel Allowance

15.1 Personal Vehicle Mileage Reimbursement

Bargaining unit members shall be reimbursed for use of their personal automobile at the current rate established by the Internal Revenue Service.

15.2 Travel Reimbursement

Bargaining unit members shall be reimbursed according to the City of Cumberland's Travel and Expense Reimbursement Policy currently in effect.

ARTICLE 16 Training Time

16.1 The Employer, upon pre-approval by the Chief of Police or his designee, hereby agrees that it shall reimburse any employee completing a course or seminar, the fee charged for the course or seminar, upon presentment by the employee to the Employer, of a certificate or suitable document verifying or confirming the completion of said course or seminar.

16.2 An employee who wishes to attend a course or seminar which they deem to meet the criteria above shall have the right to seek an opinion from the Employer in advance of attendance as to whether or not that particular course or seminar would be eligible for reimbursement. The denial of such a course is subject to the grievance procedure of this Agreement.

16.3 Employees who are attending a course or seminar that is being reimbursed by the Employer shall be granted administrative leave to attend the course or seminar. A "work day" for the purposes of this section shall be defined by the provision of the Fair Labor Standards Act (FLSA) currently in effect.

ARTICLE 17
Clothing & Laundering Allowance

17.1 When a bargaining unit member is assigned to a unit that requires them to wear plain clothes, they shall be paid a \$500.00 clothing stipend in January and a separate \$500.00 clothing stipend in July. The stipend payments shall be issued separately from payroll payments.

17.2 Bargaining unit members will be provided a uniform cleaning credit in the amount of three hundred thirty dollars (\$330.00) each fiscal year. This credit is non-transferrable between bargaining unit members. From time-to-time, the Employer shall select the vendor that will provide the cleaning services. These cleaning services will be available solely for laundering Cumberland City Police Department issued uniforms.

ARTICLE 18
Holidays

18.1 The following days shall be legal holidays and shall be used as paid vacation days in lieu of holidays:

- (a) New Year's Day
- (b) Martin Luther King's Birthday
- (c) George Washington's Birthday
- (d) Good Friday
- (e) Memorial Day
- (f) Independence Day (July 4th)
- (g) Labor Day
- (h) Columbus Day
- (i) General Election Day
- (j) Veteran's Day
- (k) Thanksgiving
- (l) Day after Thanksgiving
- (m) Christmas Day
- (n) Employee's Birthday

and shall be celebrated on such day as is legally designated therefore. In addition to those holidays above, when Independence Day (July 4th), Christmas Day or New Year's Day fall on Tuesday, the preceding Monday shall be granted as a holiday; when Independence Day (July 4th), Christmas Day or New Year's Day fall on Thursday, Friday shall be granted as a holiday.

18.2 Pay for Holiday Work

When required to work on holidays, to include the employee's birthday, the employee will be paid at the rate of one and one-half (1 ½) hours for each hour worked. Employees will be paid at the rate of one and one-half (1 ½) hours for each hour worked.

**ARTICLE 19
Annual Leave**

19.1 Policy

It shall be the policy of the Employer that vacations are necessary to the health and well being of all its employees and that the time off shall be taken by every employee, except in unavoidable emergencies.

19.2 Accrual Rates

- (a) Vacation shall be adjusted to July 1st next following employment in probationary status at the rate of 5/12 day for each month, or portion thereof, worked in the current fiscal year. Said vacation shall be taken during the next fiscal year. The Employer and Union agree that at a point in the future when it will be possible to have all city employees' vacations schedules adjusted to the date of hire that said implementation shall be incorporated into this agreement.
- (b) When an employee is hired in the period January 1 to June 30, he shall earn forty (40) hours vacation during the first fully completed fiscal year;
- (c) When an employee is hired in the period July 1 to December 31, he shall begin earning vacation at the rate of eighty (80) hours during the first fully completed fiscal year.

- Second Fiscal Year 80 hours
- Third through Fourth Fiscal Year 120 hours
- Fifth through Ninth Fiscal Year 160 hours
- Tenth through Twenty-fourth Fiscal Year 200 hours
- Twenty-fifth Fiscal Year and beyond 240 hours

19.3 Each employee shall have the option of taking vacation in hour increments.

19.4 Scheduling of Annual Leave

At the beginning of each calendar year, there will be a vacation book distributed where the employees will sign up, by seniority, for one (1) week of vacation (with priority of selected dates being granted based upon seniority) and this will be considered guaranteed leave for that year. During this process, only one officer will be permitted to

be off per week on guaranteed leave. Where an officer does not want to sign up for one week of guaranteed leave for the year, that officer will be skipped and the book will be passed to the next officer in seniority order until each officer that wants to submit for a week of guaranteed annual leave has had the ability to do so. This does not replace the quarterly submissions of requests for annual leave.

On a quarterly basis, officers assigned to patrol shall submit vacation requests. Vacation will be granted in blocks of days, (MON TUES, FRI SAT SUN, WED THURS). Preference will be given to the officer/s that have requested the entire block of days. The vacation will be granted upon the established departmental seniority list. At least one supervisor must be scheduled to appear for each shift.

19.5 Reservation Costs

Any reservation costs incurred by an employee through rescheduling of their vacation by the City will be reimbursed, provided that the reservation costs are substantiated.

19.6 Cancellation or Alteration

Any employee required to cancel or alter an approved vacation, or to return to work while on vacation, shall be compensated for the time actually worked at the rate of one and one-half (1 1/2) the regular rate, and all days worked shall be rescheduled. This section does not apply to mutually agreed cancellation of vacation.

19.7 Separation Benefit

An employee leaving employment with the City shall be reimbursed for all accrued vacation that they were entitled during the current year in accordance with the schedule. (*See Fringe Benefits Booklet.*)

19.8 Annual Leave Sell Back Policy

Officers may sell back 50%, up to one hundred and twenty (120) hours, of their earned vacation each fiscal year. The opportunity to sell vacation time will be made available as of October 15th. Elections of how much leave shall be made by November 1 of each year.

19.9 Carry-Over

At the sole discretion of the Chief of Police an employee shall have the opportunity to carry-over a mutually agreed to number of holiday/vacation days from one fiscal year to another for extraordinary circumstances. The employee must make a written request to the Chief of Police for consideration of carry-over leave.

19.10 Transfer of Annual Leave to Sick Leave

Up to forty (40) hours of unused annual leave not addressed by item 19.9 in this Article will be credited to the employee's accumulated sick leave at the conclusion of the fiscal year.

ARTICLE 20 Sick Leave

20.1 Accrual Rates

Sick leave shall be earned at the rate of ten (10) hours per month including any portion thereof and will be cumulative in an unlimited amount. Earned sick leave shall be credited to the employee's personnel record annually less the number of hours used during the fiscal year prior to said annual posting, which shall be July 1st.

20.2 Use of Sick Leave

Sick leave shall be granted to employees when they are incapacitated by sickness, injury or for medical examination or treatment. An employee shall be able to use sick leave in hour increments.

20.3 Requesting Sick leave

In order to receive sick leave, an employee must notify their immediate supervisor or designated person in charge a minimum of one hour before Roll Call, except in the case of accident or sudden illness, in order that a replacement can be obtained if such is deemed necessary by the Supervisor.

20.4 Medical Certification

An employee will be required to produce a doctor's certificate when they are off from work for more than two (2) days in order to be paid for use of sick leave. The Employer will maintain a record of sick leave for each officer. Whenever an officer is marked off sick, it will be assessed to the officer's sick leave record.

20.5 Sick Leave Restriction

- (a) If at any time an officer has more than three (3) sick leave occurrences within a twelve (12) month period, they will be placed on sick leave restriction. They will be required to produce a doctor's certificate before returning to work from any sick leave occurrences while on sick leave restriction. The doctor's certificate will state the officer's ability to return to work.
- (b) Sick leave occurrences covered by medical certification shall not count towards the above referenced three (3) occurrences within a twelve (12) month period.

- (c) Whenever employees are placed upon sick leave restriction, notice shall be given in writing to the employee. Employees shall be given the opportunity to respond to the notice.
- (d) If at any time an officer's accumulation of sick leave occurrences drops below four (4) in a rolling twelve (12) month period, the officer is no longer on sick leave restriction.

20.6 FMLA

In case of an extended sickness in which an employee has exhausted their accumulated sick leave, all unused vacation time must be taken. At the end of this time, if the employee still has to be away from the job because of sickness, a request for leave of absence due to illness shall be made and may be granted by the City Administrator for a period not to exceed one (1) year. The City of Cumberland's FMLA policy currently in place will be incorporated by reference to this section.

20.7 Records

Sick leave accumulated by employees on the date of this Agreement shall be credited to their personnel records.

20.8 Sick Leave Sell-Back

All full-time, permanent employees who have a balance as designated in the chart below shall be entitled to a bonus for unused sick leave as designated in the chart below.

For each hour of sick leave used, the hours available for bonus shall be reduced by one and one-half hours. For example, if an employee uses ten (10) hours of sick leave, the number of hours available for bonus (i.e., the number of hours available to be sold back) shall be reduced from sixty (60) to forty-five (45).

Those hours for which pay is received under this section shall also be deducted from the accumulated sick leave account of the employee. Under the example set forth in the preceding paragraph, forty-five (45) hours would be deducted from the employee's accumulated sick leave if those hours were sold back for the bonus.

The employee shall elect in writing by June 1 of each year, whether they wish to receive said bonus for the upcoming fiscal year.

Sick leave balances shall be based on the employees' available balance as of the last day of the fiscal year.

<u>Sick Leave Hours</u>	<u>Bonus</u>
700 Hours	60 Hours

**ARTICLE 21
Other Leave**

21.1 Bereavement Leave

All City employees shall be entitled to bereavement leave because of death in the family, with pay, beginning with the first day of permanent employment. There shall be no accumulation of such leave.

- (a) Five (5) working days shall be granted in the death of a spouse, parent, spouse's parent, child, stepchild or stepparent of the employee.
- (b) Three (3) working days shall be granted in the death of a brother, sister, grandparent, half-brothers and half-sisters, and stepbrothers and stepsisters.
- (c) One (1) working day for attendance at the funeral of a brother or sister of the employee's current legal spouse, spouse's grandmother; spouse's grandfather and that this provision shall also apply if the spouse is deceased and the employee is not remarried.

Said days shall be taken at time of death and funeral services or when funeral services are conducted beyond the usual normal time following death.

21.2 Emergency Leave

In addition, the City employee shall be entitled to leave in the event of an unexpected emergency arising with their immediate household, which said leave shall not exceed five (5) days in any one fiscal year, and when taken, shall be charged to the employee's vacation for that fiscal year. If vacation is exhausted, such leave may be charged to sick leave.

21.3 Leave for Union Business

- (a) Union Stewards shall be granted reasonable time off during work hours to investigate and settle grievances and conduct other official Union business.
- (b) Union Stewards shall be granted as a group a minimum of twenty (20) days in total each fiscal year to be distributed as determined by the stewards to attend Union training. Up to five (5) additional days may be granted upon mutual agreement of the parties.

- (c) The Union will notify the Chief or designee in writing at least three (3) days in advance of the meetings. This three (3) day notice may be waived upon mutual agreement of the parties.

21.4 Disability Leave

In the event an employee sustains an injury during the performance of police duties while in the employ of the Employer, he shall receive his regular rate during the period of temporary total disability, not to exceed one (1) year. The Employer reserves the right to void this Section in the event a Wage Continuation Insurance Program is instituted. Further, the Employer shall be responsible to pay the employee only the amount necessary to equal 100% of the employee's net and/or take-home pay. Pay shall be calculated by taking the employee's base hourly rate time 80 hours, less applicable taxes.

21.5 Jury Duty

Recognizing it is the obligation of every citizen to serve as a juror when called upon to do so, an employee called for Jury Service or subpoenaed as a witness will be granted leave with pay.

ARTICLE 22 Military Training Leave

22.1 Definition

"*Armed Forces*" are defined to include the Army, Navy, Marine Corps, Air Force, and Coast Guard. "*Reserve Components*" are defined to include the federally recognized National Guard and Air National Guard of the United States, the Officer Reserve Corps, the Regular Army Reserve, the Air Force Reserve, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve and the Coast Guard Reserve.

22.2 Annual Training

Any employee who is a member of the National Guard, or of any Reserve Component of the Armed Forces of the United States, will be entitled to a leave of absence of fifteen (15) days without loss of time or annual leave, during which they are engaged in the performance of official duty as a result of being federalized, or while on annual training duty in this State, or in the United States, under competent orders. Additional time may be permitted at the discretion of the Chief of Police upon receipt of competent orders. While on such leave, they shall be paid their regular gross salary less the amount received from the federal and/or state for their training.

22.3 Weekend Training

A reasonable effort shall be made by the Chief of Police to alter the regularly scheduled

work week of an employee who must report for reserve duty one weekend per month but who is regularly scheduled to work on weekends.

ARTICLE 23 Military Service

23.1 Issues pertaining to the right of an employee returning from military service or training to be reemployed at his or her former job (or as nearly comparable a job as possible) with the same benefits shall be governed by the Uniformed Services Employment and Reemployment Rights Act (38 U.S.C. §§ 4301, et seq.), as amended from time to time.

ARTICLE 24 Leave of Absence

24.1 Eligibility

Any employee may, upon application in writing be granted a leave of absence by the Chief of Police without pay for a period of up to one (1) year.

24.2 Effect on Other Actions

- (a) Seniority shall accumulate during leave of absence requests granted under the provisions of this Agreement related to personal illness, illness in the immediate family or disability. Employees shall be returned to the position they held at the time the leave of absence was requested.
- (b) Seniority with respect to all other leave of absence requests granted under the provisions of this Agreement is reassigned for any period equal to the period of separation.

ARTICLE 25 Benefits

25.1 Health Insurance

All employees shall enjoy equal opportunity to participate in the health insurance program maintained by the Employer for other employees on the same terms and conditions as such insurance is made available to such of the Employer's employees.

25.2 Health Insurance Coverage During Leave of Absence

Premium for such coverage will continue to be paid, based on the co-pay schedule, for a period not to exceed six (6) months during leaves of absence without pay, granted for personal illness. All employees with two (2) or more years of continuous employment

shall receive paid hospital and medical insurance premium coverage for twelve (12) months during leaves of absence without pay, granted for personal illness.

25.3 Co-Pay Schedule

(a) All employees are entitled to Medical and Hospital Insurance coverage with premiums paid by the Employer based on the table below. The employee may choose from the following categories: Individual, Parent/Child, Husband & Wife, and Family

(b) Insurance Premiums

HIGH OPTION	City Percentage	Employee Percentage
Individual	80%	20%
2 Party	80%	20%
Family	80%	20%

LOW OPTION	City Percentage	Employee Percentage
Individual	90%	10%
2 Party	90%	10%
Family	90%	10%

(c) Prescription Benefit

The Employer further agrees to provide prescription drug program coverage for the employee either full-time or retired under the age of Medicare eligibility, and their immediate family. The Prescription drug program coverage shall include a generic Ten Dollar (\$ 10.00)/ Twenty Dollar (\$20.00) Formulary/and Thirty-Five Dollar (\$35.00) non- formulary drug plan.

25.4 Optical Benefit

The Employer will pay up to Two Hundred Dollars (\$200.00) for eyeglasses, which shall include contact lenses, for an employee if glasses are needed in the performance of duties. The employee pays the cost of the eye examination. The employee shall be eligible for this benefit no more frequently than once per fiscal year, subject to the below stipulation. If in the course of performing his duties, an employee's glasses are broken or damaged, the

employee shall immediately report this fact to his supervisor. All claims shall be investigated thoroughly by the supervisor before claim is approved for payment. If approved for payment, the employee will be eligible for repair/replacement of glasses in an amount not to exceed Two Hundred Dollars (\$200.00). In the event the employee is eligible for or receives reimbursement from the party causing damage, any money so received will be refunded to the Employer up to the amount specified herein.

25.5 Life Insurance

The Employer further agrees to provide life insurance in the amount of not less than Ten Thousand Dollars (\$10,000) for each employee.

25.6 Retiree Benefit

Where a retired employee whose premium is paid by the Employer, and who has been providing at this expense, coverage for his spouse, dies, the spouse may continue on the Employer's Group Hospitalization Insurance Program at their expense until the spouse's 65th birthday. The intent of this provision is to allow for insurance coverage for the spouse in the event of the death of the employee prior to eligibility for Medicare coverage. Any subsequent changes in Medicare eligibility dates (i.e. an increase or decrease in the eligibility age) shall amend the maximum age for the insurance continuation set forth above.

25.7 Health Coalition

The Employer and the Union agree to participate in a "Health Coalition" with the other collective bargaining units to study plan design, utilization trends, quality control, measures, disease management and any other cost containment measures in an effort to enhance benefits and/or reduce the overall cost of health insurance to the Employer and its participating employees. Any savings realized as a result of the Health Coalition will go towards funding this Agreement and any other bargaining unit labor cost initiatives the parties mutually agree to.

ARTICLE 26 Retirement

26.1 Employees shall be members of the Pension System for the Law Enforcement Officers of the State of Maryland (LEOPS) under certain terms and conditions; and

26.2 Whereas, those terms and conditions are set forth below;

- (a) The UFCW agrees to an administrative fee of .25% (one quarter of one percent) of the employee's base salary payable to the City through payroll deduction, for administration of the LEOPS retirement system.

ARTICLE 27
Grievance and Arbitration Procedure

27.1 Definitions

The term "grievance" shall mean an allegation that there has been a breach, misinterpretation, or improper application of this Agreement which has been violated. The term "grievant" shall mean an employee or group of employees or, in the case of a grievance involving Union rights, the Union. The grievance and arbitration procedure contained in this agreement shall be the exclusive remedy for the resolution of disputes defined as "grievances" herein. This shall not be interpreted to preclude either party from enforcing the arbitrator's award in court. This section shall not be construed in any manner to limit the statutory rights and obligation of the Employer.

27.2 Procedure

Grievances shall be settled in the following manner:

Step 1:

A grievance must be initiated no later than thirty (30) working days from the date of the occurrence of the act or acts giving rise to the grievance. Grievances are initiated by the Union representative filing written notice of the grievance with the Chief of Police or his designee (the "Designee") within the time frame aforesaid. The notice shall site the specific Section and Article of this Agreement which is alleged to have been violated, misinterpreted or improperly applied and a brief summary of the facts supporting that contention. The Chief or Designee, with the Lieutenant in Charge, shall discuss the grievance with the grievant within ten (10) working days of the Chief's/Designee's receipt of the notice of the grievance. The only persons entitled to be present at this meeting shall be the Chief of Police or Designee, one other Employer representative, the grievant and the Union. The Chief or Designee shall respond in writing to the said grievance within ten (10) working days following the discussion thereof. The Chief of Police's appointment of a Designee for the purposes of this Article of this Agreement shall be effective upon the date the Chief of Police provides written notice of the said appointment to the Union. In absence of the provision of such notice, there shall be no Designee for the purposes of this Article of this Agreement.

Step 2:

If the grievance has not been satisfactorily resolved, the Union Representative, or its President, shall file with the City Administrator, within ten (10) working days following receipt of the said response, a written notice of the appeal thereof, with a copy to the Personnel Office and the Union. The City Administrator, with the Police Chief or Designee, and the Lieutenant in Charge shall discuss the grievance with the aggrieved

parties within ten (10) working days of receipt of the notice of appeal. The City Administrator shall provide a written response to the said appeal, with a copy to the Union within ten (10) working days following the discussion thereof.

Step 3:

If the grievance is still unresolved after Step 2, the Union may submit the grievance to arbitration. Such submission to arbitration must be made within ten (10) working days of receipt of the response of the City Administrator, as outlined in Step 2. The Union must notify management, in writing, of such submission.

The American Arbitration Association ("Association") shall conduct such arbitration and such arbitrator as is assigned by the Association shall hear the matter. The parties shall be bound by the usual procedural rules of the Association and all phases of the arbitration shall be conducted in accordance therewith.

The arbitrator shall be requested to issue a decision within thirty (30) days following the conclusion of the hearing. The decision of the arbitrator shall be final and binding upon the parties and shall be enforceable in the Courts of the State of Maryland.

The jurisdiction and authority of the arbitrator of the grievance and his opinion and award shall be confined to the specific provision or provisions of this Agreement at issue between the Union and the Employer. He shall have no authority to add to, alter, amend, or modify any provision of this Agreement. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the Employer and the Union. The award in writing of the arbitrator within his jurisdiction and authority as specified in this Agreement shall be final and binding on the grievant, the Union and the Employer.

27.3 Costs

The party who is unsuccessful in the arbitration procedure shall pay costs and expenses assessed by the arbitrator in each case. Each party shall pay for its own counsel.

27.4 "Working days" as set forth in this Article of this Agreement means all weekdays except those when City Hall is closed.

27.5 All grievances, appeals and responses, requests for review, and other matters relating to this Article shall be in writing and copies of all such documents shall be furnished to the Chief of Police and the Union.

27.6 Time Limits

Time limits imposed by this Article may be extended by mutual agreement of the parties, in writing. Any grievance not appealed or answered at any step of the grievance procedure within the number of days specified shall be considered settled in favor of the grievant if not

answered by the Employer, and settled in favor of the Employer if not appealed by the Union, as specified.

ARTICLE 28 Maintenance of Standards

28.1 All members of the bargaining unit retain all like benefits and conditions previously in effect between the parties, except to the extent said benefits or conditions are modified by the terms of this Agreement.

ARTICLE 29 Labor/Management Relations Committee

29.1 Purpose

In order to foster cooperative labor relations between the Employer and the Union and attempt to resolve matters that affect bargaining unit employees and/or the Employer, there is hereby established a Labor/Management Relations Committee (LMRC).

29.2. LMRC Training

LMRC training will be required at the first meeting of the LMRC in August of 2018 or whenever that meeting occurs. The training will be conducted by the FMCS or by another free mediation service agreed upon by the parties. Future trainings may be scheduled upon agreement of the parties.

29.3 Number of Meeting Attendees

LMRC meetings shall be attended by no more than three (3) representatives of each of the parties.

29.4 Meeting Scheduling

The LMRC shall meet no less than two (2) and no more than four (4) times per fiscal year. The required meetings shall take place during the months of August and February unless otherwise agreed upon by the parties. The Union shall be responsible for arranging mutually acceptable meeting dates subject to the foregoing parameters.

29.5 Meeting Subject Matter

LMRC members shall discuss issues of concern to the Employer and the Union, but the LMRC shall not serve as a platform to negotiate modifications of this Agreement, such negotiations being expressly prohibited in this forum. LMRC meetings are not intended

to serve as complaint sessions. Rather, they are opportunities for the parties to come together for constructive discussion.

29.6 Exchange of Agenda Items

The parties shall exchange proposed agenda items no later than one (1) week in advance of each meeting, but it is understood that a party's ability to prepare for a meeting and address the other party's concerns at the meeting is predicated upon being provided as much advance notice of agenda items as possible.

**ARTICLE 30
Discrimination**

30.1 No police officer shall be in any manner discriminated against, coerced, restrained or influenced due to membership in the Union or being an officer therein.

**ARTICLE 31
Visitation**

31.1 Officers or accredited representative of the Union shall, upon request by the Union, be admitted to the property of the Employer during working hours, at a mutually agreed upon time, for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in the adjusting of grievances. As a matter of courtesy, each Union representative shall notify the Chief of Police of visitations. The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, Union representatives shall be allowed to:

- (a) Post Union notices.
- (b) Attend negotiating meetings.
- (c) Transmit communications authorized by the local Union or its offices to the Employer or its representatives.
- (d) Consult with the Chief of Police or his representative, local Union officers or other Union representatives concerning the enforcement of any provisions of this Agreement.

ARTICLE 32 Working Conditions

32.1 Personal Protective Equipment

If any employee is required to wear uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished without cost to the employee by the Employer.

32.2 Uniforms and Equipment

- (a) The Employer shall furnish equipment, clothing, shoes, and supplies for the protection of the employee in the exercise of their duties under the most hazardous conditions. Such equipment, clothing, shoes, and supplies shall be the best quality for the job as determined by the Chief of Police after consultation with the suppliers of these items. There shall be at least three (3) styles of shoes available.
- (b) The Employer shall be responsible for having all required patches, chevrons, service stripes, etc., attached to uniforms.
- (c) The Employer shall provide for replacement of shoes where appropriate and necessary.

32.3 Parking

The Employer shall provide free parking for employee while they are working their assigned shift and also when the employee is on official Employer business, on the City lot adjacent to the Public Safety Building.

ARTICLE 33 Notice of Work Rule Changes

33.1 The Employer will provide no less than fifteen (15) days notice of work rule changes for an opportunity for the Union to comment prior to implementation. For the purposes of this section a work rule shall be defined as an action affecting all of a shift or shifts' employees.

33.2 Should the parties not agree and the proposed change impacts wages, hours or other working conditions of bargaining unit members, the Union may file a grievance in accordance with this Agreement.

ARTICLE 34
Reduction in Force

34.1 In the case of reduction of forces or elimination of a position, departmental seniority shall govern, with fitness and ability being equal. Layoffs shall begin with those employees having the least seniority by classification; provided, however, that any employee scheduled to be laid off may, within forty-eight (48) hours of notice of layoffs, claim any position in a similar or lower scale which the employee can perform without further training within said department. Employees shall be recalled according to seniority in the inverse order of layoff. The employee shall return to work within ten (10) calendar days of written notice of recall by registered letter to the last recorded address or forfeit his seniority rights, and shall be subject to loss of job.

ARTICLE 35
Safety and Health

35.1 In the event a bargaining unit member believes they are experiencing a workplace safety issue, they shall immediately report the safety issue to the attention of their immediate supervisor. Supervisors are to do everything reasonably necessary to eliminate the identified hazard. If the Union believes that the hazard has not been eliminated with reasonable promptness, or that the supervisor has not taken reasonable steps to eliminate the hazard, the Union shall notify the Chief of Police who shall conduct an investigation and report his findings to the Union and the City Administrator. If the matter is not resolved at the Chief of Police level, the Union may file a grievance in accordance with the terms of this Agreement.

ARTICLE 36
Entirety and Modification Clause

36.1 The Employer and the Union agree that the terms and provisions herein contained constitute the entire Agreement between the parties and supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto with respect to the subject matter herein. The Employer and the Union agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore agree that negotiations will not be reopened on any item during the term of this Agreement except by mutual consent.

ARTICLE 37
Termination, Change or Amendment

37.1 This Agreement shall be effective July 1, 2021 and remain in full force and effect until June 30, 2024 for all provisions of this Agreement. It shall be automatically renewed from year-to-year thereafter, unless either party shall give the other party written notice of its

desire to terminate, modify or amend this Agreement. Such notice shall be given the other party, in writing, not less than sixty (60) days prior to June 30, 2024, or no less than sixty (60) days prior to the last day of any renewal term thereafter.

ARTICLE 38 Comp Time

38.1 All comp time including, but not limited to, contract comp, straight time comp, holiday comp, court comp canine officer comp. shall be capped at 160 hours. Employees who have accrued 160 hours of comp time, shall be compensated at the overtime pay rate and shall not accrue additional comp time until they drop below 160 hours.

38.2. Employees who have accrued more than 160 hours of comp time as of the date of this Agreement shall retain their comp hours and shall not be required to cash them in.

38.3 Employees may cash in up to forty (40) hours of comp time once per year. Payment shall be made via a lump sum.

38.3 In the event of a conflict between the terms of this Article and any other term of this Agreement, the terms of this Article shall prevail.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this as of the date set forth in the Preamble on page 1 of this Agreement.

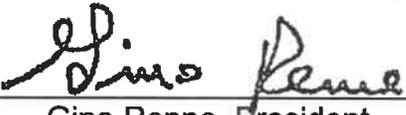
MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____
Raymond M. Morriss, Mayor

ATTEST:

Marjorie Woodring, City Clerk

UFCW LOCAL 1994 MCGEO

By:  _____
Gino Renne, President

Appendix I

FY 22 Annual Salary

	Step	Entry	2	3	4	5	8	11	14	17	20	25
S	Sergeant	52,478	53,518	54,579	55,661	56,784	57,907	59,093	60,258	61,464	62,712	63,960
R	Corporal	48,443	49,421	50,398	51,418	52,458	53,477	54,558	55,640	56,763	57,886	59,072
P	Patrolman	41,309	42,120	42,973	43,846	44,741	45,594	46,509	47,445	48,402	49,358	50,357

FY22	Hourly	Increase allowance		2%								
Hourly Rate	Sergeant	25.23	25.73	26.24	26.76	27.30	27.84	28.41	28.97	29.55	30.15	30.75
Hourly Rate	Corporal	23.29	23.76	24.23	24.72	25.22	25.71	26.23	26.75	27.29	27.83	28.40
Hourly Rate	Patrolman	19.86	20.25	20.66	21.08	21.51	21.92	22.36	22.81	23.27	23.73	24.21

FY 23 Annual Salary

	Step	Entry	2	3	4	5	8	11	14	17	20	25
S	Sergeant	53,539	54,600	55,682	56,784	57,928	59,072	60,278	61,464	62,712	63,981	65,250
R	Corporal	49,421	50,419	51,418	52,458	53,518	54,558	55,661	56,763	57,907	59,051	60,258
P	Patrolman	42,141	42,973	43,846	44,741	45,656	46,509	47,445	48,402	49,379	50,357	51,376

FY23	Hourly	Increase allowance		2%								
Hourly Rate	Sergeant	25.74	26.25	26.77	27.30	27.85	28.40	28.98	29.55	30.15	30.76	31.37
Hourly Rate	Corporal	23.76	24.24	24.72	25.22	25.73	26.23	26.76	27.29	27.84	28.39	28.97
Hourly Rate	Patrolman	20.26	20.66	21.08	21.51	21.95	22.36	22.81	23.27	23.74	24.21	24.70

FY 24 Annual Salary

	Step	Entry	2	3	4	5	8	11	14	17	20	25
S	Sergeant	54,621	55,702	56,805	57,928	59,093	60,258	61,485	62,712	63,981	65,270	66,560
R	Corporal	50,419	51,438	52,458	53,518	54,600	55,661	56,784	57,907	59,072	60,237	61,464
P	Patrolman	42,994	43,846	44,741	45,656	46,571	47,445	48,402	49,379	50,378	51,376	52,416

FY24	Hourly	Increase allowance		2%								
Hourly Rate	Sergeant	26.26	26.78	27.31	27.85	28.41	28.97	29.56	30.15	30.76	31.38	32.00
Hourly Rate	Corporal	24.24	24.73	25.22	25.73	26.25	26.76	27.30	27.84	28.40	28.96	29.55
Hourly Rate	Patrolman	20.67	21.08	21.51	21.95	22.39	22.81	23.27	23.74	24.22	24.70	25.20

Employees are to be compensated at each appropriate step effective on their anniversary date at the start of each designated longevity year.

File Attachments for Item:

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

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

ORDER NO. 26,836

DATE: July 20, 2021

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

THAT, the proposal from FESCO Emergency Sales, 7010 Troy Hill Drive, Elkridge, Maryland 21075, to provide one (1) 2022 Ford F-550 4x4 Ambulance for the total delivered price not to exceed Two Hundred Sixty-Two Thousand, Three Hundred Thirty-Eight Dollars (\$262,338.00) be and is hereby approved; and

BE IT FURTHER ORDERED, that this purchase shall be processed through the HGAC Cooperative Purchasing Program (HGAC Contract AM10-20).

Raymond M. Morriss, Mayor

Budget: FY22 001.043.64000



FESCO EMERGENCY SALES



BID PROPOSAL for furnishing

7/6/21

Cumberland Fire Dept.
20 Bedford St
Cumberland, MD 21502

To Whom It May Concern,

The undersigned is prepared to manufacture and/or supply for you, upon an order being placed by you for final acceptance by FESCO Emergency Sales (FESCO), at our office in Elkridge, Maryland, the apparatus and equipment herein named and for the following prices:

(1) Horton Model #603F ambulance per attached Horton Spec #6466
Rev #3, dated 07/06/2021 mounted on a 2022 Ford F-550 4x4 diesel cab and chassis, to include FESCO Cumberland DFI
dtd 7/2/21 for a total delivered price of..... \$262,338.00*

*Pricing based on HGAC Contract 10-20

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached. Delays due to strikes, war or international conflict, failures to obtain materials, or other causes beyond our control in preventing, delivery shall be within 195-220 working days after receipt of this order and the acceptance thereof at our office at Elkridge, Maryland, and to be delivered to you at Grove City, OH.

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are initialed by authorized representatives of both parties prior to the acceptance by FESCO of the offer to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

Unless accepted within 30 days from the above date, the right is reserved to withdraw this proposal.

**FESCO EMERGENCY SALES
7010 TROY HILL DR.
ELKRIDGE, MARYLAND 21075**

By Chuck Simpson signed
Sales Person, Regional Account Manager

Council Agenda Summary

Meeting Date: July 20, 2021

Key Staff Contact: Julie Davis

Item Title: Purchase New 2022 Ford F-550 4x4 Ambulance

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

Request approval of proposal of FESCO Emergency Sales, 7010 Troy Hill Drive, Elkridge, Maryland 21075 to provide one (1) Ford F-550 4x4 Ambulance for a total delivered price of Two Hundred Sixty-two Thousand, Three Hundred Thirty-eight Dollars (\$262,338.00) using HGAC Cooperative Purchasing Program (HGAC Contract AM10-20)

Amount of Award: \$262,338.00

Budget number: FY2022 001-043-64000

Grant, bond, etc. reference: Budgeted Item

File Attachments for Item:

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

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

ORDER NO. 26,837

DATE: July 20, 2021

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

THAT, the Mayor be and is hereby authorized to execute a Lease Agreement by and between the Mayor and City Council of Cumberland and The New Creamery, LLC to allow for the use of the public right-of-way in front of 108 W. Harrison Street for outside dining purposes for the term of July 20, 2021 through April 30, 2022.

Raymond M. Morriss, Mayor

THIS LEASE AGREEMENT (“Lease”) is made and executed this _____ day of _____, 2021, be and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the “City”) and **THE NEW CREAMERY, LLC** (“Lessee”).

WHEREAS, Lessee operates a restaurant at 108 W. Harrison Street, Cumberland, MD 21502;

WHEREAS, the City maintains and/or owns the public right-of-way immediately in front of the restaurant;

WHEREAS, Lessee wishes to expand its operation to include outside café dining on a portion of the public right-of-way adjacent to its restaurant; and

WHEREAS, the City has determined that it is in the interest of the general public to permit the use of a portion of the right-of-way for café dining.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **Demise**. The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee’s restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of eight (8) feet and width of forty-two (42) feet, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the “Demised Premises”) is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit I. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

2. **Term**. The term of this lease shall commence on July 20, 2021 and shall terminate on April 30, 2022 unless sooner terminated as provided for herein.

3. **Use of Property**. The Demised Premises shall be occupied and used by Lessee so as to provide outdoor café dining to Lessee’s restaurant customers. Lessee agrees that, in its use of the Demised Premises, it will comply with all present and future valid local, state and federal laws, ordinances, rules and regulations related to the occupancy or use of the Demised Premises.

4. **Special Events**. The City shall be entitled to suspend Lessee’s use of the Demised Premises during special events, such as Heritage Days, and shall give Lessee notice of such suspension at least ten (10) days prior to the scheduled event.

5. **Rent.** Lessee, in consideration of the leasing of the Demised Premises and the performance by the City of the covenants to be performed by it, agrees to pay rent to the City in the amount of One Dollar (\$1.00).

6. **Permits, Licenses, Fees.** In addition to the rent specified above, Lessee shall obtain all permits and licenses required by any laws, ordinances, rules or regulations of the City and/or any Federal, State or other governmental agency and shall pay all related fees. The execution of this Lease does not constitute permit approval or licensure by or on the part of the City.

7. **Demarcation / Alcoholic Beverages.** Lessee shall place stanchions and chains along the perimeter of the Demised Premises so as to control ingress and egress therefrom. Lessee shall be responsible for monitoring the area so as to assure that patrons do not take alcoholic beverages off the premises of the Lessee.

8. **Furnishings.** Lessee shall be responsible for providing all furnishing and equipment for use by its staff and patrons within the area of the Demised Premises. Any and all such furnishings must be approved by the City before use within said area. Said furnishings may only be placed on the Demised Premises during the hours of operation of Lessee's restaurant. At all other times, said furnishings must be stored in a neat and orderly manner.

9. **Rules And Regulations.** The City shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations with respect to the Demised Premises. Lessee shall faithfully observe and comply with such rules and regulations.

10. **Assignment And Subletting.** This Lease and the rights granted hereby shall not be assigned or subletted by Lessee except with the prior written consent of the City. Said consent may be withheld for any reason or no reason at all.

11. **Termination.** Except as provided for hereinafter, either party shall have the right to cancel this Lease by giving the other thirty (30) days advance written notice.

12. **Right of Entry.** The City shall have the right to enter upon the Demised Premises at any time for the purpose of operating, maintaining, repairing, restoring or replacing any public utilities. It may also enter upon the Demised Premises for the purpose of inspecting it to ensure that Lessee is complying with its obligations under the terms of this Lease.

13. **Maintenance.** Lessee shall be responsible for keeping the Demised Premises and all items located therein in good condition and repair. The Demised Premises shall be kept free of garbage and refuse.

14. **Insurance.** So long as this Lease is in effect, Lessee shall, at its expense, maintain comprehensive general public liability insurance covering personal injury and

property damage occurring on the Demised Premises which shall include the “**Mayor and City Council of Cumberland**” as an additional insured. Such policy shall have minimum single combined liability limits of One Million Dollars (\$1,000,000.00) and shall be written on an occurrence basis. The insurance policy shall include an endorsement requiring the insurer to provide the City with no less than thirty (30) days advance written notice of the cancellation of the policy. Immediately upon the execution of this Lease, Lessee shall provide the City with a certificate of insurance evidencing its compliance with the requirements of this section.

15. Indemnification. Lessee shall indemnify, hold harmless and defend the City, its officers, officials, agents, and employees from and against any and all any and all liabilities, damages, claims, costs and expenses, including, but not limited to, attorneys’ fees, court costs and litigation expenses, arising from, as a result of, or as an incident to:

- a) Lessee’s use of the Demised Premises or the conduct of its business on the Demised Premises;
- b) any act or omission done, permitted or suffered by Lessee, its contractors, licensees, invitees, agents, representatives, or employees on or about the Demised Premises; or
- c) any breach or default in the performance of any obligation of Lessee under the terms of this Lease.

16. Default. After the occurrence of any of the following events, the City shall have the right to terminate this Lease immediately:

- a) In the event that Lessee shall fail to keep and perform, or shall violate the terms, covenants, and conditions of this Lease on its part to be kept and performed, and Lessee shall not have cured or corrected this failure within five (5) days after written notice shall have been given to Lessee.
- b) If Lessee shall make an assignment for the benefit of its creditors, or shall file a petition in bankruptcy or shall be adjudged bankrupt, or the interest of Lessee under this Lease shall be levied upon and sold upon execution or shall, by operation of law, become vested in another person, firm or corporation, because of the insolvency of Lessee, or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this Lease.
- c) In the event that Lessee shall vacate or abandon the Demised Premises (or its restaurant located adjacent thereto), or shall permit them to remain vacant and unoccupied without the consent of the City first obtained.

17. Repossession Upon Default. Upon the occurrence of any one or more of the events of default or the expiration of any termination notice, Lessee’s right to possession of the Demised Premises shall terminate, and Lessee shall surrender possession of it

immediately. In this event, Lessee grants to the City full and free license to enter into and upon the Demised Premises to take possession with or without process of law, and to expel and remove Lessee or any other person who may be occupying it.

18. Other Remedies. Each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of such rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law or equity.

19. Waiver. One or more waivers of any term, covenant or condition of this Lease by the City shall not be construed to be a waiver of a further or subsequent breach of the same term, covenant or condition.

20. Notice. Except as otherwise provided herein, all notices required to be given by the parties to one another under this Lease shall be properly given only if made in writing and either deposited in the United States mail, postage prepaid, certified with return receipt requested, or delivered by hand (which may be through a messenger or recognized delivery or courier service) and addressed as follows:

To the City:

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

To Lessee:

Linda Freas
The New Creamery LLC
108 W. Harrison Street
Cumberland, MD 21502

21. Governing Law. The laws and decisions of the State of Maryland shall govern and control the construction, enforceability, validity and interpretation of this Lease, and all other agreements, instruments, documents, exhibits, or schedules executed by the parties pertaining or relating to this Lease or the transactions contemplated herein. Any litigation arising out of this Lease or its terms shall be instituted in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and the parties hereto waive any objection to the venue of such proceedings being in said courts and they further waive any claims that such courts constitute inconvenient fora.

22. 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.

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

23. **Severability.** Should any provision of this Lease be found, held or deemed to be unenforceable, voidable or void, as contrary to law or public policy, the parties intend that its remaining provisions shall nevertheless continue in full force and effect and be binding upon the parties and their respective successors and assigns.

24. **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 LEASE. 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 LEASE.

25. **Entire Agreement.** This Lease 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.

26. **Binding Effect.** This Lease shall inure to the benefit of the parties hereto and it shall be binding upon their respective personal representatives, heirs, successors and assigns.

27. **Public Health Contingencies.** The terms and conditions of this Lease are subject to all orders, ordinances, laws, statutes, rules and regulations of local, state and federal governments, including, but not limited to, those pertaining to the COVID-19 pandemic and/or other public health issues and including those which are presently existing and such measures passed or issued in the future.

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

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

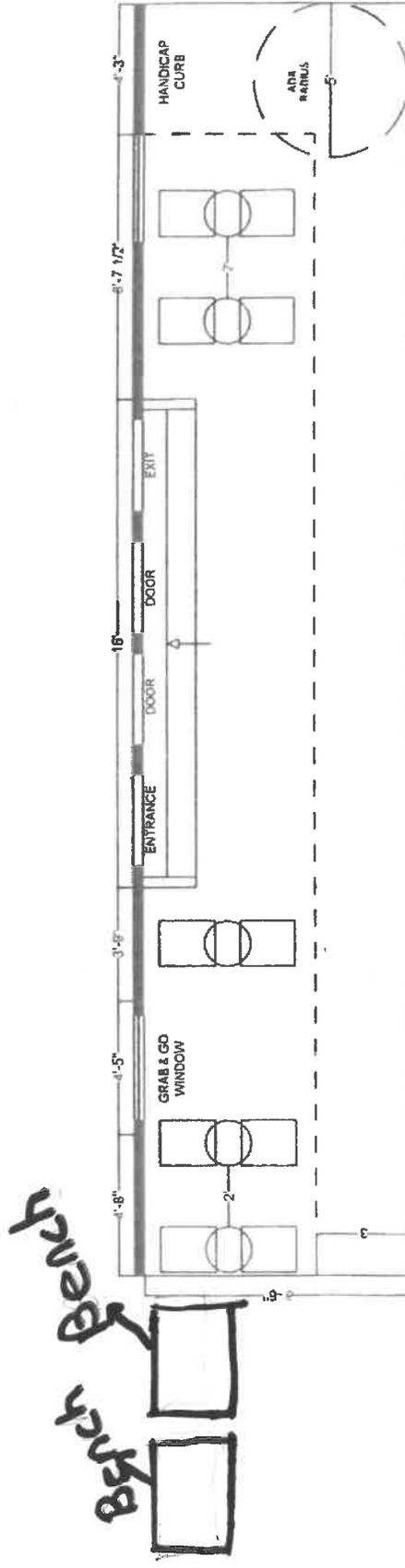
By: _____
Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring
City Clerk

WITNESS

LESSEE



- NOTES**
1. FURNITURE DIMENSIONS:
 TABLES-18" ROUND
 CHAIRS-18"x18"
 2. FURNITURE WILL NOT BE PLACED IN FRONT OF
 ENTRANCE, GRAB & GO WINDOW OR HANDICAP CURB
 3. HANDICAP CURB WILL NOT BE OBSTRUCTED
 4. 36" WIDE ACCESSIBLE AREA FOR PEDESTRIANS

QUEEN CITY CREAMERY: OUTDOOR SEATING AREA
 SCALE 3/16" = 1'-0"

File Attachments for Item:

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

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

ORDER NO. 26,838

DATE: July 20, 2021

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

THAT, the City Comptroller be and is hereby authorized to make monthly payments to Link Computer Corporation, 140 Stadium Drive, Bellwood, PA 16617, to provide MuniLink utility billing cloud-based software hosting and support services for the period of July 1, 2021 through June 30, 2022, for the total yearly amount not to exceed Forty Thousand Dollars (\$40,000.00)

Raymond M. Morriss, Mayor

Budgeted FY22

Fund: 003.330.48201



NOTICE OF ANNUAL PRICE ADJUSTMENT (Cost of Living)

June 21, 2021

City of Cumberland

This is your notice that next month's invoice will include an Annual Price Adjustment, according to Schedule A of your contract.

Your scheduled Cost of Living increase:

Your current monthly Muni-Link invoice amount	\$3,298.96
Scheduled increased	\$128.66
Your new monthly Muni-Link invoice amount	\$3,427.62

If you have any questions, please contact Kelley Massaro at 814.742.7700, ext 308, or at KMassaro@linkcorp.com.

Thank you for being a valued Muni-Link customer!

U.S. BUREAU OF LABOR STATISTICS

Mid-Atlantic Information Office

Consumer Price Index, Northeast Region – May 2021

Regional prices up 3.9 percent over the year

Council Agenda Summary

Meeting Date:

Key Staff Contact: Johnna Byers, Director IT

Item Title:

MuniLink Utility Billing System Hosting and Support

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

IT requests an order for costs not to exceed \$40,000 for MuniLink Utility Billing System hosting and support. We have been using this system for over two years. We use it to generate utility bills for water, sewer, and trash service. We pay on a monthly basis.

It is budgeted in 003.330 48201

Amount of Award:

Budget number:

Grant, bond, etc. reference:

File Attachments for Item:

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

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

ORDER NO. 26,839

DATE: July 20, 2021

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

THAT, the Chief of Police be and is hereby authorized to enter into a Memorandum of Understanding (M.O.U.) with the Allegany County Health Department on behalf of the City of Cumberland Police Department to receive grant monies appropriated by the Allegany County Health Department in the amount of Three Thousand Dollars and No Cents (\$3,000.00), to conduct mini take-back events within the community and provide medication pick-up services to home-bound individuals between July 7, 2021 and June 30, 2022, in an attempt to reduce opioid misuse.

Raymond M. Morriss, Mayor

Grant Award No. F-870

Council Agenda Summary

Meeting Date: July 20, 2021

Agenda Item Number: FY22 Health Department Opioid Misuse Prevention Program grant

Key Staff Contact: Chief Chuck Ternent/Lt. Andrew Tichnell

Item Title:

FY22 Health Department Opioid Misuse Prevention grant

Summary:

Authorize the Chief of Police to enter into a Memorandum of Understanding with the Allegany County Health Department to conduct mini-take back events within the community and provide medication pick up services to home-bound individuals between July 7, 2021 and June 30, 2022; in an attempt to reduce opioid misuse. \$3,000 in police overtime money has been appropriated by the Allegany County Health Department for this initiative.

Issues and Considerations:

Enter Text Here

<i>Fiscal Impact:</i>	
Is this item budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	Enter Text Here
Value of award:	\$3,000
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Match provisions:	Enter Text Here
Is this a sole source purchase? <input type="checkbox"/> Yes <input type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	

MEMORANDUM OF UNDERSTANDING

between

ALLEGANY COUNTY HEALTH DEPARTMENT

12503 Willowbrook Road SE
Cumberland, MD 21502

and

CUMBERLAND CITY POLICE DEPARTMENT

20 Bedford Street
Cumberland, MD 21502

This agreement is funded through grant monies made available from the Maryland Department of Health Office of Population Health Improvement (**Opioid Misuse Prevention Program**) Fiscal Year 2022– Time period for Memorandum of Understanding from July 7, 2021 to June 30, 2022. As the Health Department is a government agency, this award does not permit allowance for indirect costs or the cost for use of agency vehicles.

The Allegany County Health Department agrees to pay **Cumberland City Police Department** an amount not to exceed \$3,000.00 for the following services:

1. Provide medication pick up services to homebound individuals.
2. Conduct mini-take back events within community.

As a recipient of a Behavioral Health Administration mini-grant, the **Cumberland City Police Department** agrees to submit reports (see attachment #1) and invoices (including over time vouchers, and receipts) for the above stated services on a monthly basis. **Invoices and reports should only reflect the services and expenses from this grant award, and should not be combined with any other Health Department grant funding (if applicable).**

Deadline for monthly reports and invoices are the 5th of every month.

The activities of this agreement must be completed by June 24, 2022 and the final report must be completed by June 24, 2022. The Allegany County Health Department will remit reimbursement only after the above services are purchased and/or rendered, and proper invoices with overtime vouchers are submitted.

Date: _____
Chief Chuck Ternent
Cumberland City Police Department

Date: _____
Jenelle Mayer
Health Officer
Allegany County Health Department

File Attachments for Item:

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

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

ORDER NO. 26,840

DATE: July 20, 2021

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

THAT, the provisions of Section 11-113 of the City Code, entitled "Open Containers of Alcohol," be and are hereby lifted from 3:00 PM until 7:00 PM on Saturday, August 14, 2021, for City Center Summer Celebration; and

BE IT FURTHER ORDERED, that these provisions shall be lifted only within the area designated on the attached map, that being the Downtown Mall (Baltimore Street) between Centre and Liberty Streets with an extended walkway to 49 Baltimore Street; and

BE IT FURTHER ORDERED, that open glass containers shall not be permitted.

Raymond M. Morriss, Mayor

**map attached*



Margie Woodring <margie.woodring@cumberlandmd.gov>

Alcohol Service for August 14th Event

1 message

Melinda Kelleher <melinda.kelleher@cumberlandmd.gov>

Tue, Jul 13, 2021 at 11:09 AM

To: Margie Woodring <margie.woodring@cumberlandmd.gov>

Cc: Sandi Saville <sandisaville@gmail.com>, Melinda Kelleher <melinda.kelleher@cumberlandmd.gov>

Margie -

The DDC is planning to have an event called City Center Summer Celebration on Saturday, August 14th on the downtown mall. We would like for people to be able to purchase alcoholic beverages from local restaurants if they so wish and be able to walk around with them. Let me know what else you need to get this approved. Thanks!

The preliminary schedule of the events is follows:

2-4PM	Arts Bus Parked and Engaged in Kids' Activities	
	The Creamery selling ice cream	
	Curtis' Coney Island selling hot dogs	
3-4PM	Possible Allegany County Library activities for Band or DJ set-up at McCoury Stage	kids
4-5PM	Embassy Theatre presentation on McCoury stage	
5-7PM	Music	
	Antique Car Show	
Lights	Drinks served to go at Embassy Theatre and	City
	Retail stores open	

Melinda Kelleher
 Executive Director
 Downtown Development Commission - Cumberland, MD
melinda.kelleher@cumberlandmd.gov
 Direct 301-759-6443

File Attachments for Item:

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

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

ORDER NO. 26,841

DATE: July 20, 2021

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

THAT, the Mayor be and is hereby authorized to execute a Certificate of Satisfaction acknowledging that the indebtedness secured by a Deed of Trust made by Genevieve Koegal pertaining to 209 Emily Street, dated June 26, 1987, and recorded among the Land Records of Allegany County, Maryland in Book 610, Page 827 has been fully paid and satisfied and the lien of the Deed of Trust is hereby released.

Raymond M. Morriss, Mayor

Certificate of Satisfaction

Know All Men By These Presents:

That the Mayor and City Council of Cumberland does hereby acknowledge that the indebtedness secured by a certain Deed of Trust made by Genevieve Koegal unto Michael Scott Cohen, trustee for the benefit of the Mayor and City Council of Cumberland, dated June 26, 1987 and recorded among the Land Records of Allegany County, Maryland in Book 610, Page 827 has been fully paid and satisfied, including the terms of the rehabilitation easement, that the Mayor and City Council of Cumberland was at the time of satisfaction the holder of the Deed of Trust Note, and that the lien of the Deed of Trust is hereby released.

WITNESS the hand and seal of the holder of the Deed of Trust Note this 20th day of July, 2021

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF
CUMBERLAND

Marjorie A. Woodring, City Clerk

By: _____
Raymond Morriss, Mayor

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEARBY CERTIFY, that on this 20th day of July, 2021, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Raymond Morriss, who acknowledged himself to be the Mayor of the Mayor and City Council of Cumberland, a Maryland municipal corporation, the holder of the instrument referred to above, and that he, as such Mayor, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained and he acknowledged that the facts set forth in said instrument are true.

WITNESS my hand and Notarial Seal the day and year first above written.

NOTARY PUBLIC

My Commission Expires: _____

File Attachments for Item:

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

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

ORDER NO. 26,842

DATE: July 20, 2021

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

THAT, the Mayor be and is hereby authorized to execute a Certificate of Satisfaction acknowledging that the indebtedness secured by a Deferred Loan Agreement made by Genevieve Koegal pertaining to 209 Emily Street, dated June 26, 1987, and recorded among the Land Records of Allegany County, Maryland in Book 610, Page 823 has been fully paid and satisfied and the lien of the Deferred Loan Agreement is hereby released.

Raymond M. Morriss, Mayor

Certificate of Satisfaction

Know All Men By These Presents:

That the Mayor and City Council of Cumberland does hereby acknowledge that the indebtedness secured by a certain Deed of Trust made by Genevieve Koegal unto Michael Scott Cohen, trustee for the benefit of the Mayor and City Council of Cumberland, dated June 26, 1987 and recorded among the Land Records of Allegany County, Maryland in Book 610, Page 823 has been fully paid and satisfied, that the Mayor and City Council of Cumberland was at the time of satisfaction the holder of the Deed of Trust Note, and that the lien of the Deed of Trust is hereby released.

WITNESS the hand and seal of the holder of the Deed of Trust Note this 20th day of July, 2021

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF
CUMBERLAND

Marjorie A. Woodring, City Clerk

By: _____
Raymond Morriss, Mayor

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEARBY CERTIFY, that on this 20th day of July, 2021, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Raymond Morriss, who acknowledged himself to be the Mayor of the Mayor and City Council of Cumberland, a Maryland municipal corporation, the holder of the instrument referred to above, and that he, as such Mayor, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained and he acknowledged that the facts set forth in said instrument are true.

WITNESS my hand and Notarial Seal the day and year first above written.

NOTARY PUBLIC

My Commission Expires: _____

File Attachments for Item:

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

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

ORDER NO. 26,843

DATE: July 20, 2021

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

THAT, the City Comptroller be and is hereby authorized to accept funding awards from the Allegany County Community Enhancement Program as follows:

Project	County Funding Award	City Match - 100% in-kind and cash
600 Block of Maryland Avenue	\$ 145,800	\$ 145,800
6 Virginia Avenue Demolition Project	\$ 155,000	\$ 155,000

BE IT FURTHER ORDERED, that the Mayor and/or City Administrator be and are hereby authorized to execute all funding documents.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: 7/20/2021

Key Staff Contact: Kathy McKenney

Item Title: Community Enhancement Award Funding Acceptance for Maryland Avenue and Virginia Avenue Projects

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

Allegany County Commissioners awarded funding from the Community Enhancement Program to fund to projects that will result, or have resulted, in the demolition of several structures in both the Maryland Avenue and Virginia Avenue corridors.

An oversight by staff resulted in a Mayor and City Council Order not being requested or approved for funding that was awarded in 2019 by the Allegany County Commissioners for a project in the 600 block of Maryland Avenue. That project is now complete. A total of \$145,850 was awarded by the Allegany County Commissioners. This was matched using the assessed value of already acquired properties at 602-604 Maryland Avenue, 606 Maryland Avenue, 612-614 Maryland Avenue, 616-618 Maryland Avenue, 622 Maryland Avenue, and the rehabilitation funding allocated for a property swap on Broadway Avenue for 624 Maryland Avenue. The value of these properties used as the match was \$145,967.49

Amount of Award: \$145,850.00

Budget number: 115.GP2.630

Grant, bond, etc. reference: Allegany County Community Enhancement Grant (2019)

The Allegany County Commissioners has also awarded funding through the Community Enhancement program for a demolition project on Virginia Avenue at the corner of Oldtown Road. The total award is \$155,000.00. This award is being matched dollar for dollar. The value of the acquisition of 927 Grand Avenue as a property swap for the acquisition of 6 Virginia Avenue, along with a cash match of \$95,000 is to be used for the required match for this program.

Amount of Award: \$155,000.00

Budget number: 115.099V.630

Grant, bond, etc. reference: Allegany County Community Enhancement Grant (2021)

File Attachments for Item:

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

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

ORDER NO. 26,844

DATE: July 20, 2021

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

THAT, Community Parks and Playground funding for the Allegany College of Maryland Outdoor Volleyball Court Facility, City of Cumberland / Allegany County project be and is hereby accepted in the amount of Ninety-Eight Thousand Dollars (\$98,000); and

BE IT FURTHER ORDERED, that the City Administrator and/or Mayor be and are hereby authorized to execute all documents necessary to accept the funding.

Raymond M. Morriss, Mayor

CPP #7270-1-451

Council Agenda Summary

Meeting Date:

Key Staff Contact: Kathy McKenney

Item Title: Order to Accept Community Parks and Playgrounds Funding

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

An Order to Accept Community Parks and Playgrounds Funding in the amount of \$98,000 from the Maryland Department of Natural Resources for the purpose of assisting the creation of outdoor volleyball courts on the Allegany College of Maryland campus. A Joint Use Agreement was previously entered into on May 18, 2021 (Order #26793. The facility will be owned and maintained by Allegany College of Maryland.

This application was submitted by the City in August 2020. The project was identified for funding and has completed the review by the Maryland Board of Public Works. There is no matching funds required and no additional funding is being provided by the Mayor and City Council. A copy of the award notice has been uploaded with the agenda documents.

Amount of Award: \$98,000

Budget number: 001 080P.MDBPW

Grant, bond, etc. reference: Grant



Larry Hogan, Governor
Boyd Rutherford, Lt. Governor
Jeannie Haddaway-Riccio, Secretary
Allan Fisher, Acting Deputy Secretary

July 7, 2021

Via Electronic Delivery to

Kathy McKenney
Historic Planner/Preservation Coordinator
Community Development
City of Cumberland
Allegany County
kathy.mckenney@cumberlandmd.gov

Re: Community Parks and Playgrounds Project: CPP #7270-1-451 (Allegany College of Maryland Outdoor Volleyball Court Facility, City of Cumberland/Allegany County)

Dear Ms. McKenney,

It gives me great pleasure to inform you that the Board of Public Works has approved your request for Community Parks and Playgrounds funds regarding the Allegany College of Maryland Outdoor Volleyball Court Facility project from the City of Cumberland in Allegany County. A copy of the agenda item is attached for your reference.

You may proceed with this project at your earliest opportunity. When the project commences, please have your staff contact the Community Parks and Playgrounds representative with whom they have been working so that arrangements can be made to coordinate reimbursement.

Thank you for your interest in improving the quality of our parks and recreation for the citizens of Maryland. It is a pleasure to be able to provide these funds and to assist you with this important public outdoor recreation project. If I may be of further assistance on this or any other Community Parks and Playgrounds matter, please do not hesitate to contact me at (410) 260-8409.

Sincerely,

Carrie R. Lhotsky
Grants and Stewardship Manager
carrie.lhotsky@maryland.gov

Attachments

cc: John Braskey, Program Administrator john.braskey@maryland.gov

Board of Public Works
Department of Natural Resources – Real Property
Supplement
July 7, 2021



DNR 1

Contact: Emily Wilson 410-260-8436
emilyh.wilson@maryland.gov

1A. **COMMUNITY PARKS AND PLAYGROUNDS PROGRAM**
Allegany County

Recommendation: Approval to commit \$363,310 for the following three **development** projects.

1. ***Church Street Playground Improvements – \$185,000***

Town of Midland
CPP #7267-1-448 MD20210511-0366

Background: Replace 20+ year old equipment with new playground equipment and safety surfaces that meets the National Safety Standards and the American with Disabilities Act.

Fund Source: Maryland Consolidated Capital Bond Loan 2021, Chapter 63, Acts of 2021
Community Parks and Playgrounds Program, \$173,900.52

Maryland Consolidated Capital Bond Loan 2013, Chapter 424, Acts of 2013
Community Parks and Playgrounds Program, \$29.49

Maryland Consolidated Capital Bond Loan 2015, Chapter 495, Acts of 2015
Community Parks and Playgrounds Program, \$70.53

Maryland Consolidated Capital Bond Loan of 2016, Chapter 27, Acts of 2016
Community Parks and Playgrounds, \$1,585.77

Maryland Consolidated Capital Bond Loan of 2017, Chapter 22, Acts of 2017
Community Parks and Playgrounds, \$7,894.02

Maryland Consolidated Capital Bond Loan 2018, Chapter 9, Acts of 2018
Community Parks and Playgrounds Program, \$1,519.67

2. ***Lonaconing Town Parks Upgrades – \$80,310***

Town of Lonaconing
CPP #7268-1-449 MD20210511-0368

Background: Upgrade the playground equipment and safety surfacing at Little League Park, Furnace Park, and Library Park.

Fund Source: Maryland Consolidated Capital Bond Loan 2021, Chapter 63, Acts of 2021
Community Parks and Playgrounds Program \$80,310.00

Board of Public Works
Department of Natural Resources – Real Property
Supplement
July 7, 2021



DNR 2

Contact: Emily Wilson 410-260-8436
emilyh.wilson@maryland.gov

1A. **COMMUNITY PARKS AND PLAYGROUNDS PROGRAM** (cont'd)
Allegany County

3. ***Allegany College of Maryland Outdoor Volleyball Courts – \$98,000***
City of Cumberland
CPP #7270-1-451 MD20210511-0370

Background: Construct two sand volleyball courts for use by the general public and the school.

Fund Source: Maryland Consolidated Capital Bond Loan 2021, Chapter 63, Acts of 2021
Community Parks and Playgrounds Program \$98,000.00

BOARD OF PUBLIC WORKS

THIS ITEM WAS:

APPROVED

DISAPPROVED

DEFERRED

WITHDRAWN

WITH DISCUSSION

WITHOUT DISCUSSION