



Mayor and City Council of Cumberland

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

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

AGENDA

M&CC Regular Meeting
57 N. Liberty Street

DATE: September 05, 2023

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

Presentations

1. Presentation of City Star Awards

Director's Reports

(A) Engineering

1. Engineering Division Monthly Report for August 2023

Approval of Minutes

1. Approval of the Closed, Work, and Regular Session Minutes of August 15, 2023

Public Hearings

1. A public hearing to consider Charter Amendment Resolution No. 152 to repeal and re-enact with amendments Section 13 of the Charter of the City pertaining to the compensation of the Mayor and City Council
2. A public hearing to amend the City of Cumberland Zoning Ordinance (i.e. Chapter 25 of the Code) for the purpose of adopting regulations pertaining to short-term rentals

Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

Unfinished Business

(A) Ordinances

1. Ordinance 3965 (*2nd and 3rd readings*) - amending the City of Cumberland Zoning Ordinance (Chapter 25 of the Code) for the purpose of adopting regulations pertaining to short-term rentals in the City of Cumberland

New Business

(A) Resolutions

1. Resolution No. 2023-04 (*1 reading*) - granting the Cumberland Outdoor Club a property tax credit for tax years 2023-2024 pursuant to Section 9-302(f) of the Tax Property Article of the Annotated Code of Maryland
2. Resolution No. 2023-05 (*1 reading*) - granting the Carver Community Center a property tax credit for tax years 2023-2024 pursuant to Section 9-302(b)(8) of the Tax Property Article of the Annotated Code of Maryland

(B) Orders (Consent Agenda)

1. Order 27,307 - authorizing the execution of a Donation Agreement with Brenda D. Morrison, Personal Representative of the Estate of Ronald L. Morrisson, for real property at 404 Furnace Street, Tax ID #05-019524
2. Order 27,308 - authorizing the abatement of 2022-2023 taxes in the amount of \$12,087.84 for City-owned property at 600 Bishop Walsh Road (Tax ID #06-050301)
3. Order 27,309 - authorizing Special Taxing District residential exemptions for 45 N. Centre Street (\$745.10); 43-45 N. Liberty Street (\$206.34); 50-52 N. Centre Street (\$300.73); 27 N. Centre Street (\$334.93); and 47 Baltimore Street (\$383.88)
4. Order 27,310 - amending Order No. 27,147 of December 20,2022 allowing up to \$3,000 of the allocated \$25,000 to be used to secure windows at the Carver Center
5. Order 27,311 - accepting the bid of Southern Corrosion, Inc. for the Water Tank Maintenance Service Contract (2023-03-WTR) in the not-to-exceed lump sum of \$133,210 for FY24, with each year increasing from the base premium by the increase in the CPI
6. Order 27,312 - authorizing the execution of a Cost-Share Agreement between MDOT-SHA and the City, relative to City Project 2022-24-BR, Replacement of Bridge A-C-08 Fayette St. Over CSXT Railway, with the City's cost-share portion estimated at \$106,951.70 which is 20% of the total estimated cost of \$534,758.51
7. Order 27,313 - authorizing the Chief of Police to enter into a Memorandum of Understanding with the Family Crisis Resource Center to provide police overtime in the amount not to exceed \$5,000 for the purpose of providing Domestic Violence Response Team (DVRT) Follow-Ups
8. Order 27,314 - authorizing the Chief of Police to enter into an Updated Memorandum of Understanding with the City of Frostburg, Allegany County and Frostburg State

University to employ a temporary civilian employee for the purpose of providing clerical services to the Allegany County Combined Criminal Investigation Unit (C3I)

- [9.](#) Order 27,315 - authorizing the Chief of Police to enter into an Updated Memorandum of Understanding with Allegany County to employ a temporary civilian employee for the purpose of providing clerical services to the Allegany County Narcotics Task Force (ACNTF)
- [10.](#) Order 27,316 - rescinding the bid of Steve Flanders for surplus equipment Ingersoll Garden Tractor with Plow due to non-compliance with bid procedures, and accepting the bid of \$285 from Timothy McDermott for said equipment
- [11.](#) Order 27,317 - declaring computer equipment as surplus property and authorizing it to be scrapped or e-cycled
- [12.](#) Order 27,318 - authorizing the execution of an Encroachment Agreement by and between the Mayor and City Council, Uhl Enterprises, Inc. and Uhl Real Estate, LLC for the purpose of installing overhead lines for fiber to run across Davidson Street and Charles Street

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Engineering Division Monthly Report for August 2023

City of Cumberland, Maryland

Engineering Division - Monthly Report

Capital Projects							August 31, 2023	
Order	Project No. (New Format)	Project No. (Old Format)	Project Name	Description	Phase	Comments	Updated By	Date of Update
2008		05-08-S	Evitts Creek CSO Upgrades Phase III (gravity sewer under railroad)	Replacement of CSO line connecting Evitts Creek Pump Station effluent with gravity line that parallels the Canal Towpath. Said gravity line is being replaced under project 17-03-S(1).	Design	NO CHANGE - WRA received notice from CSX on 7/7/21 stating that they would no longer allow access in yard for any investigative or rehab activities. This decision was reviewed and confirmed by Alex Saar (PE in Jacksonville office) on 10/29/21. City now assessing legal route of obtaining access to site.	MDI	11/24/2021
2008		06-08-S	Interceptor Sewer to Evitts Creek Pump Station Phase IV	This is the sewer along Evitts Creek upstream of the Pump Station. Project is to evaluate existing line and determine if repair or replacement is best option.	Design	UPDATE - Received engineering report from Gwin Dobson & Foreman on 1/18/22. MDE denied request to transfer funds from Phase 3 to Phase 4. Bobby has requested to proceed with WQSRF loan money in order to complete this project by FY25. Awaiting confirmation.	MDI	8/30/2023
2014		04-14-WWTP	Sludge Screening Study/Design	Study to select the best alternative to keep rags out of the recently cleaned and modified digester because the modifications will make it impossible to retrieve rags in the future.	Design	NO CHANGE Need/Benefit of the project is being reevaluated, and for now the project is on hold. Design is complete and the project will remain on this report for the time being.	RLS	4/2/2018
2014		19-14-M	Greene Street Complete Street Plan	Planning Study for Greene Street	Planning	NO CHANGE - The Design Report from Alta Planning + Design was submitted and presented to the Mayor and City Council. The plan to start work on Construction Funding Applications has been delayed because of the Baltimore Street Project, which would have been competing for the same funds. This project still needs to be done and should be a priority in the future.	RLS	6/1/2017
2015		18-15-S	CSO Water Quality Analysis	Base line data collection for analysis of future CSO needs after CSO Storage is on line.	Planning	NO CHANGE Project continues. Staff are taking regular scheduled stream samples for e-Coli analysis at this time. Rainy days (once a month) are the target for sampling at this time.	RJK	8/24/2023
2016		12-16-M	Baltimore Street Access Improvement - Final Design	The purpose of the New Baltimore Street Town Center project is to reopen and improve Baltimore Street, which is currently configured as a pedestrian mall, to vehicular traffic while maintaining elements of the mall.	Construction	UPDATED - The project has been award to Triton Constrution of Saint Albans, WV. Construction began on 4/3/2023. To date, contractor has completed 90+% of new utility installation, including water, sanitary sewer, storm sewer, and fiber. Work on parklets and installation of Silva cells to take place next month.	MDI	8/30/2023
2016		18-16-BR	John J. McMullen, Bridge No. A-C-01 Repairs	Bridge Repair	Construction Bidding	UPDATE - State in lieu of Federal Aid funding approval letter received on 5/23/22 for \$248,000. Gwin Dobson and Foreman completed design in July 2023. Only one bid received for construction phase, at \$500,577. Reached out to SHA for additional funding, awaiting response.	MDI	8/30/2023
2016		19-16-S	78" Parallel Pipeline from Mill Race to CSO	78" Pipeline to CSO tank in accordance with Consent Decree	Design	UPDATED - The City is working with the USACE to combine efforts on this project with the Canal Rewatering Project. Still working on the details of this agreement that may facilitate getting this moved forward.	RLS	8/30/2023

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2017		2-17-FPM	Flood Control Encroachment removal Project	The City as the Local Sponsor of the Flood Control Project is expected to maintain the easements along the Flood Control Project, however the area along Wills Creek and other areas were never given any comments until the Corps of Engineers standards changed. Completion of this project is necessary to allow the City to get a Satisfactory rating on its annual Flood Control Inspections.	Planning	NO CHANGE - This project has been delayed because of other work, but must be done. A tree removal project has been bid out and a contractor selected to do the work of removing trees in the encroachment area.	RLS	7/11/2018
2017		18-17-M	Maryland Avenue Development	This is not and Engineering Project, but included here to cover future department work with the development.	Design	NO CHANGE - Phases 1 & 2 of the Cumberland Gateway project has moved into construction. The Department will support future phases for stormwater management reviews and traffic design support.	RLS	3/26/2021
2018		08-18-BR	Cumberland Street Bridge Replacement	This project will replace the bridge structure.	Design	NO CHANGE - The project is in the Final Engineering stages and the City is currently working on Right of Way issues. The engineer also needs comments from CSX in order to submit the PS&E package.	RLS	7/24/2023
2018		09-18-BR	Baltimore Street Bridge Replacement	This project will replace the bridge structure.	Construction	NO CHANGE - The project is under construction. Phase 1 is expected to be completed in September before switching traffic on to the newest part of the bridge. Project is scheduled to be completed in July 2024	RLS	7/24/2023
2018		22-18-M	Solid Waste and Recycling Collection	Contract documents for the FY20 garbage and recycling collection bid process	Planning	NO CHANGE Proposals received proposals to extend the contract for FY24. Noble Environmental (Mountainview Landfill) and Burgmeier's Hauling submitted an acceptable 1-year extension in December 2022. These proposals were accepted by M&CC in January.	RJK	8/24/2023
2018		26-18-M	Ridgeley Levee System Certification					
2018		31-18-WFP	Pine Ridge Water & PUC Rate Issues	Project involves determining a path forward regarding the supplying of PA residents with water	N/A	NO CHANGE - City staff continues to work through issues with PA regulators about water issues	RLS	1/28/2020
2018		44-18-BR	Washington Street Bridge Replacement	This project will replace the bridge structure.	Planning	NO CHANGE - Studies have been returned and subject to CSX negotiations.	RLS	8/5/2019
2019		14-19-M	WWTP RMP Compliance Services	RMP Compliance for OSHA 29 CFR 1910	Planning	NO CHANGE 3-yr audit completed July 2023.	RJK	8/24/2023
2020		2-20-M	Frederick St Parking Garage Repairs	Repairing a spalled section of slab on grade in Frederick St parking garage, as well as looking into sealing all concrete driving surfaces	Planning	NO CHANGE - Researching proper repair systems for spalled concrete in parking garages. Working with Street Dept. to determine if city forces can make repairs.	MDI	1/24/2020
2020		6-20-S	Sanitary Sewer Lining Assessment	Performing a cost assessment on relining (CIPP) all sanitary sewer lines within city.	Planning	UPDATE - Based on list of "high risk" lines provided by sewer dept, have developed a preliminary cost estimate. Will be working with sewer department to develop an RFP for a yearly service contract for sewer line relining throughout City.	MDI	8/30/2023
2020		9-20-M	Constitution Park Fill Disposal	Assessing potential clean fill dump sites for Public Works	Construction	NO CHANGE - Public works dept. has finished dumping in site #1 behind Long Field. They will place topsoil and seed this area in Spring. Site #2 (behind pool house) is now active dump site for all PW projects until full. Engineering responsible for intermittent E&S inspections.	MDI	1/25/2023

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2020		13-20-WWTP	CSO Nine Minimum Controls Annual Review	A requirement of our LTCP and NPDES Report to look at these controls annually		NO CHANGE - NMC report spring 2023; to be finalized in June.	RJK	8/24/2023
2020		14-20-M	Carver Building Repairs	Project to repair damage to the Carver Building	Planning	NO CHANGE - The building power should be restored in the near future to allow for the lights/HVAC equipment to be tested. Still no word on the plans for the building from the Board	RLS	1/25/2023
2020		17-20-WWTP	CSO Long-Term Control Plan Projects/Schedule Review	Correspondences with MDE regarding the LTCP Projects and the Consent Decree (CO) end date: October 1, 2023.	N/A	NO CHANGE - Coalition is awaiting response from MDE on an extension. Consent Decree expires October 1, 2023. The City has been communicating with MDE since October 25, 2019 regarding need for an extension based on projected schedules for project completion and the need for post construction monitoring.	RJK	8/24/2023
2020		29-20-S	Locust Grove Force Main & LaVale Water Main Replacement	Joint project between Allegany County Public Works & LaVale Sanitary Commission to replace the force main from the new Locust Grove Pump Station and replace water main to LaVale.				
2020		30-20-SWM	Grow West Facility Expansion	SWM Review for proposed expansion of Grow West MD Facility @ the industrial park.	Construction	NO CHANGE - Contractor continues construction of expansion. City monitoring SWM situation at incomplete stage, as rainwater collection tanks have not been installed.	MDI	10/8/2021
2021		2-21-WWTP	Influent Screening System Upgrade	Design and replacement of a new influent screening system at the headworks of the WWTP.	Construction	UPDATE - Carl Belt was the low bidder for the construction phase of this project, at \$1.4m. Construction began on 3/16/23. Screen 1 has been installed and integrated into the SCADA system. Screen 2 was installed on 8/22 and will be integrated into the system in early September. Project completion forecasted for Oct. 1.	MDI	8/30/2023
2021		4-21-W	Route 220 20" Water Main Replacement	Project to replace the 20" water main in Route 220. The water line from I-68 to the State Prison is currently owned by the City. Discussion are being held between the City and County to partner on the project or transfer the asset to the County.	Planning	NO CHANGE - This project is in the planning stages in conjunction with Allegany County.	RLS	4/21/2021
2021		6-21-RE	Constitution Park Wading Pool Filter Renovation	Replace the cracked filter and other improvements to the mechanical building equipment for the wading pool.		NEW -		
2021		8-21-WWTP	SCADA System Integration	Solicit bids for a qualified Industrial Control System Integrator to complete the Water/Wastewater SCADA System integration.	Construction	NO CHANGE - Work is on going and will continue as a service and not as a project. This project will be removed from future reports	RLS	1/25/2023
2021		10-21-M	Undocumented Rights-of-Way	Decide how undocumented rights-of-way should be dedicated and what form of dedication is need to prevent the rights-of-ways from accidentally being sold.	Study	UPDATE - Evaluating using GIS to track City owned property, easements, parcels used for rights-of-way, etc. May need to request a legal opinion on several issues. As part of the evaluation, multiple issues have been found in the parcel data from Maryland SDAT (city owned parcel shown in the wrong location). The City will need to review City owned parcels and report errors to SDAT.	JRD	8/30/2023

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2021		12-21-WWTP	Industrial Pretreatment USPI CWT Organics Permit Application	An application to discharge industrial wastewater as a Centralized Waste Treatment facility (Categorical Permit request by existing Significant Industrial User USPI)	Planning	UPDATE - Permit issued to USPI, effective date was November 22, 2021. USPI trade name is now RRCWT and operating completely as a CWT. RRCWT is receiving 4 waste sources.	RJK	8/24/2023
2021		14-21-RE	Constitution Park Splash Pad	The installation of a splash pad and surrounding recreational area in Constitution Park.	Construction	COMPLETE - This project is complete.	JAT	8/24/2023
2021		16-21-M	Downtown ADA Improvements	This project includes the replacement of the curb ramps for compliance with the latest ADA requirements at the following locations: Baltimore/Mechanic intersection on the southwest and northwest corners, Liberty/Dexter intersection at the southeast and southwest corners, Centre/Dexter intersection at the southeast and southwest corners, and Centre/Fredrick intersection on the northeastern side.	Planning	NO CHANGE - A preliminary estimate to determine the amount of funding needed was prepared. An additional ramp at the corner of S. Centre Street and Union Street was added to the list. We will be seeking Future CDBG funding for this project.	JRD	1/23/2023
2021		19-21-M	South Street ADA Improvements	This project includes the replacement of curb ramps for compliance with the latest ADA requirements along South Street between Oldtown Road and Industrial Boulevard.	Construction	COMPLETE - This project and the full scope of work is now complete.	JAT	8/24/2023
2021		20-21-M	Engineering Database Migration	This project will implement the migration of data from the Engineering Department's drawing database and project database to the Laserfiche document management system including the transfer of the scanned images of the Department's drawings from the file server into Laserfiche and the collection of additional metadata for each image.	Planning	UPDATE - Engineering has continued to work with MCCi on finalizing our project database prototype, with some minor hiccups. We are hoping to have a prototype we can start using in the coming months.	JAT	8/24/2023
2021		21-21-WFP	Water Allocation Permit Renewal PA DEP	The Water Allocation Permit is required to be renewed every 25 years. The City will use Gwin, Dobson and Foreman to work through the permit and establish how much flow we can pull from the reservoirs.	Permitting	NO CHANGES - Application submitted in March.	RJK	8/24/2023
2021		31-21-RE	Constitution Park Amphitheater Upgrades	Project to upgrade the Constitution Park Amphitheater.	Construction	NO CHANGES - Contracted portion of project is complete (new benches, sidewalks, asphalt parking area, gutter). City forces to install new pole-mounted lights behind amphitheater this year after concert season.	MDI	7/26/2023
NOTE: Beginning in 2022, the Engineering Department will be migrating to a new project number format. The new number format places the 4-digit year first, a 2-digit yearly sequence second, and a 3 or 4-character project type code third.								
2022	2022-02-WTR	2-22-W	South Cumberland Water Main Replacement Project	This project includes the replacement of undersized water mains in Humbird, Walsh, and Cumberland Park areas of Cumberland; plus the replacement of a 12" portion of the water main along the southern side of Industrial Blvd. (Route MD-51).	Design	NO CHANGE - Project is still under design as the City works with CSX to obtain encroachment agreement. Plan to bid the project in the Fall for a Spring 2024.	RLS	1/25/2023

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2022	2022-09-SHLD	09-22-M	Cumberland Street ADA Improvements	ADA improvements at the intersection of Johnson, Cumberland, and Market Streets	Design	NO CHANGE - This project is currently in preliminary design. The scope of work includes work that was not able to be completed under projects 24-18-M and 14-11-M. This project is currently on hold due to focusing on other priority projects.	JAT	7/19/2022
2022	2022-10-SWM	10-22-SWM	Messick Road Development	SWM Review and Utility Easement Review	Review	NO CHANGE - Waiting for support to be requested of the Engineering Department for this project.	RLS	2/2/2023
2022	2022-11-PBLD	11-22-PBLD	City Hall/Public Safety Building HVAC Improvements	American Rescue Plan Act (ARPA) Funded Project to improve the HVAC systems of these buildings to improve air quality capabilities and system energy efficiency.	Design	UPDATE - Design work for the City Hall Improvements are expected to be completed in November and bid in December. Construction is expected to occur in the spring when the demand is lower for heating & cooling	RLS	8/30/2023
2022	2022-12-PBLD	12-22-PBLD	Prisoner Processing Improvements	American Rescue Plan Act (ARPA) funded project to remodel the prisoner processing areas of the Cumberland Police Department in the Public Safety Building	Design	NO CHANGE - The Engineering Department is working with Sourcewell to scope out the project. Additional design work needs to be completed through engineering to finalize the proposal.	RLS	8/30/2023
2022	2022-14-MISC	14-22-M	Residential Grass Mowing	Contract for mowing the residential properties within the City Limits which include blighted properties and recent demos.	Construction	NO CHANGE - Contract underway.	DTG	8/30/2023
2022	2022-15-MISC	15-22-M	Non Residential Grass Mowing	Contract for mowing the Commercial and Public Owned Properties within the City Limits. To include water tanks, City Hall, Public Safety and several others.	Construction	NO CHANGE - Contract underway.	DTG	8/30/2023
2022	2022-16-SHLD	2022-16-SHLD	Waverly Terrace Retaining Wall Replacement	Project to include replacement of retaining wall below road between 16 and 24 Waverly Terrace. Will include installation of storm sewer.	Planning	NO CHANGE - Currently developing preliminary cost estimate to install an inlet along Waverly to catch stormwater runoff and direct to nearby sewerline, as well as multiple repairs to retaining wall. Project on hold.	MDI	7/22/2022
2022	2022-17-UTIL	2022-17-UTIL	Fuel Bid Bid (Heating Oil)	Heating Oil bid for WRF and WFP	RFP	COMPLETE -		
2022	2022-20-WFP	2022-20-WFP	Energy Audit WVU IAC	Energy Assessment by WVU Department of Industrial and Management Systems Engineering	Study	COMPLETE - WVU IAC completed this assessment in September 2022. Suggested projects are under review.	RJK	4/5/2023
2022	2022-21-WRF	2022-21-WRF	Energy Audit WVU IAC	Energy Assessment by WVU Department of Industrial and Management Systems Engineering	Study	COMPLETE - WVU IAC completed this assessment in October 2022 Projects suggested in the assessment are under review as part of the MEA Resiliency Program.	RJK	4/5/2023
2022	2022-22-PBLD	2022-22-PBLD	City Hall and Public Safety Building Elevator Upgrades	Project includes upgrades to elevators in City Hall and the Public Safety Building	Construction	UPDATE - Elevator improvements in PSB are complete. The City Hall elevator will be modernized in between October/November per the current schedule.	RLS	8/30/2023
2022	2022-23-SWM	2022-23-SWM	Queen City Armory SWM Review	SWM Redevelopment Review for two new structures on S. Wineow St. for Queen City Armory	Review	NO CHANGE - Project is now in construction. Working with EADS and owner to determine a cost effective solution that still complies with City and State SWM guidelines	MDI	7/26/2023
2022	2022-24-BR	2022-24-BR	Fayette Street Over CSX Rail Bridge Replacement A-C-08	Design and construction of the Fayette Street Bridge (A-C-08)		UPDATE - Prime AE has been selected as the engineering consultant for this project. Design work should begin in September.	RLS	8/30/2023
2022	2022-26-SHLD	2022-26-SHLD	Massachusetts Ave and New Hampshire Ave ADA Improvements	CDBG funded project to install ADA improvements and new sidewalk on Massachusetts Ave and New Hampshire Ave between Oldtown Road and Kentucky Ave	Design	NO CHANGE - The overall preliminary design and cost estimate of this project have been finalized. The paving portion of this project was delegated to the projected FY24 paving scope. Engineering will finalize the bid package as time allows so it is ready to bid when funding is available.	JAT	4/4/2023
2022	2022-28-WFP		UCMR5	Quotes for water plant sampling of UCMR5	N/A	COMPLETE	RJK	4/5/2023

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2022	2022-29-M		Bellevue Street Brownfields Site MDE Project Review	EPATBA Program Phase I and Phase II as required to explore contaminants upon the Old Sacred Heart Hospital Site (remaining undeveloped properties)	Study	UPDATE - The City has successfully applied for a TBA program. Work on a new Phase I started January 2023/ Completed in May 2023. Phase II started August 2023.	RJK	8/24/2023
2022	2022-31-UTIL		Combined Chemical Bid			COMPLETE - Every 3-years a new competitive chemical bid is advertised for the City and County facilities.	RJK	8/24/2023
2022	2022-32-RECR		Constitution Park Trails	CDBG funded project to install mountain biking and walking recreational trails within Constitution Park	Planning	UPDATE - Engineering is finalizing the RFP and scope of work for this project.	JAT	8/24/2023
2022	2022-34-WTR		Fort Hill Reservoir Improvements	Project to include replacement of the liner and floating cover of the Fort Hill Reservoir	Construction	UPDATE - Project awarded to Atlantic Lining Co, for \$703,100. Reservoir was taken offline on 8/21 and construction began on 8/28. Construction anticipated to be completed by 10/1.	MDI	8/30/2023
2022	2022-35-FPM		Ridgeley Bituminous Sill Repairs	Project to include repairs to the existing bituminous sill that caps the sheet piling in the Ridgeley railyard. Part of Cumberland's Flood Control System	Planning	NO CHANGE - This project is on hold until next year due to higher than anticipated pricing from Rhinehart Railroad Co for supplemental rail and crosstie rehab work (required vendor for WMSR work)	MDI	7/26/2023
2022	2022-36-PBLD		AST Compliance at MSC	Permit compliance for the fuel tanks at the MSC	N/A	UPDATE - Permit compliance for the fuel tanks at the MSC. See project # 2023-14-PBLD for updates.	RJK	8/24/2023
2022	2022-38-PVG		Queen City Drive Pavement Repairs	Project to include concrete patch repairs to the concrete pavement sections of Queen City Drive	Planning	NO CHANGE - The Street Department will NOT be undertaking this project. Engineering will need to issue a contract in the near future to execute these repairs.	RLS	1/25/2023
2022	2022-39-FPM		River walk and Potomac Industrial Dam Removal	Remove the industrial dam for the purposes of creating a river park with walking trails, moderate kayak course, docks for kayaks/canoes and a viewing area	Design	UPDATE - CEC should complete the preliminary engineering report for the project in November, at which time the City or Canal Place will advertise for final engineering services.	RLS	8/30/2023
2022	2022-40-PBLD		20-SW General Stormwater Permit MSC & WRF	State Stormwater Permit Renewal Process	N/A	UPDATE Stormwater NOI and SWPPP accepted and approved by MDE August 2023.	RJK	8/24/2023
2022	2022-42-SHLD		Fletcher Alley Road Repairs	Repair section of Fletcher Alley behind 820 Greene, where old railroad ties used to support road have started to fail.	Planning	NO CHANGE - Planning for possible repairs is underway. Still need to confirm if garage at 820 Greene was permitted prior to determining final remediation plans.	MDI	4/12/2023
2023	2023-01-UTIL		MDE Pre Applications FFY23 FY25	Annual Pre Application Jan 2023	N/A	COMPLETE - Applications were submitted January 2023	RJK	8/24/2023
2023	2023-02-PVG		Avondale Ave. and Kentucky Ave. Paving Improvements	Mill and overlay of Avondale Avenue, Kentucky Avenue, Brentwood Street, and a Portion of Greenway Avenue, including trench patching where water mains were installed on Avondale Avenue and Brentwood Street. Plus an alternate bid option to mill and overlay the remaining portion Greenway Avenue	Construction	UPDATE - The paving portion of this project was completed in early July by Belt Paving. Crosswalks (thermo) will be installed soon and project will be completed.	MDI	7/26/2023
2023	2023-03-WTR		Water Tank Maintenance Service Contract	Maintenance Service Contract for the City's seven elevated water storage tanks. Includes yearly inspections, maintenance, and emergency repairs	Planning	UPDATE - The contract will be awarded to Southern Corrosion in the 9/5 M&CC meeting. This will continue as a service so this project will be removed on future reports.	RLS	8/30/2023
2023	2023-07-PVG		General City Paving FY24	Paving projects for FY24	Planning			
2023	2023-08-SANS		Carpendale Sewer	New Sewer line				
2023	2023-09-SWM		Allegany Resource Recovery Facility SWM Review	SWM Review for proposed new resource recovery facility for Burgmeiers	N/A	UPDATE - Approved the site development stormwater management plan for the proposed resource recovery facility next to Love's on Ali Ghan Rd. Final phase of SWM review forthcoming.	MDI	7/26/2023

City of Cumberland, Maryland

Engineering Division - Monthly Report

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File Attachments for Item:

1. Approval of the Closed, Work, and Regular Session Minutes of August 15, 2023

Mayor and City Council of Cumberland

Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, August 15, 2023; 4:30 p.m.

The Mayor and City Council convened in public session followed immediately by a motion to close the meeting pursuant to Section 3-305 (b)(7) of the General Provisions Article of the Annotated Code of Maryland to receive legal advice regarding the Rolling Mill project and Memorial Hospital Site.

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

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

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



Mayor and City Council of Cumberland

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

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

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, August 15, 2023, 5:00 p.m.

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

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Michael Cohen, City Solicitor, Chuck Ternent, Chief of Police; Shannon Adams, Fire Chief

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

I. SWOT ANALYSIS DISCUSSION

Mr. Silka advised on a previous discussion about doing a strategical retreat with M&CC, and said the first step was to do a SWOT (Strengths, Weaknesses, Opportunities and Threats) analysis. He advised that an email had been sent around with no responses yet, so he wants to re-introduce this to Council. Mr. Silka discussed the analysis levels involved, and then goal accomplishments.

He stated that paralleling that, they are doing departmental SWOTs, and said he will recirculate the paper to get Council members working on it. He added that the departmental SWOTs are going well and has had some feedback. He advised that the mission statement will be done at the retreat.

II. AGENDA REVIEW AUGUST 15, 2023

Mr. Silka reviewed the public meeting agenda. He mentioned the Change Orders on the Consent Agenda, which are due to added costs, and the three parking-related Orders. There was discussion about pulling out the parking cost increase order and voting on it separately, with Council Member Cioni saying he would prefer to delay the increase until after the Christmas.

Mayor Morriss stated that he looks at the increase as encouraging folks to take advantage of the Center City garage, which is currently offering the first two hours of parking free. The Mayor also mentioned that there is no lost parking during the construction, unless a road is closed, and admitted that the construction is a bit inconvenient. Council Member Marchini stated that she has been receiving emails about the increase, asking why it's being done while it is so inconvenient to come downtown at this time. The Mayor advised to let him know in the meeting if they want to separate out that order for voting.

III. MAYOR AND CITY COUNCIL UPDATES

Mayor Morriss stated that National Night Out went very, very well, and said in his opinion it was worth missing the first public meeting of the month. He said it was a great community event, and stated that community policing and community involvement with M&CC is more fruitful than being in a Council meeting. He offered kudos to all involved. Chief Ternent thanked M&CC on behalf of the CPD, saying the Facebook page really took off, showing some of the most positive feedback ever received – was a great success.

The Mayor discussed Governor Moore's recent visit to Rocky Gap, saying Mr. Moore is a very welcoming gentleman, and said they had a nice conversation about the City going forward. He mentioned the Governor also attending The Chamber of Commerce Crab Feast, and said he was able to spend some time with him there as well, discussing Heritage Days, the Fall Fest, and the Polar Express

Council Member Cioni advised that Friends of the Park are sponsoring their first event this coming Sunday – free swim, popcorn, and a Sunday in the Park concert.

Council Member Marchini advised that the Historic Preservation plan is at 90%, and said the Lakota Group will return on September 11th and 12th. She stated that Friday After Five was very successful, and said currently there is work going on with pulling fiber and water lines to buildings on Baltimore Street. She also mentioned a slate repair workshop, and added that the Main Street Committee has been busy. She advised that they have a tenant for the old Terry's Jewelry store and the Lew-Lew Belle shop, saying also that Mixx will be moving to Baltimore Street. She noted that Ruth Davis-Rogers has been working on another approval for the Cumberland Street Bridge, and did some research about a house by the bridge, finding out that 18 families have lived in that house since a Mr. John Howard owned it in 1902. Council Member Marchini reviewed all the upcoming events happening downtown:

DDC and HP booths at Heritage Days, with Cumberland Jeopardy on stage

Bar-a-thon

Elijah Thane opened his studio

Winter Festival at Canal Place – over three Saturdays, November into December

The Cumberland Christmas Tree will be at Canal Place this year

Bicycle Decorating Contest this year in place of the window decorating contest from last year

Michael Harriss received the go-ahead for his taco business

Four concerts coming to Loft 129

IV. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:11 p.m.

Respectfully Submitted,

Allison K. Layton
City Clerk

Minutes approved on: _____



Mayor and City Council of Cumberland

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

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

MINUTES

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

DATE: August 15, 2023

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

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

Also Present: Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk; Chuck Ternent, Chief of Police; Captain Jim Burt, CPD Administrative Services; Shannon Adams, Fire Chief

IV. Statement of Closed Meeting

1. Summary Statement of the Closed Meetings held August 8 and August 15, 2023

Mayor Morriss announced that closed sessions had been held on August 8, 2023 at 4:00 p.m. and on August 15, 2023 at 4:30 p.m. and read into the record summaries of those sessions which are attached hereto and made a part of these minutes as required Section 3-306 (c)(2) of the General Provisions Article of the Annotated Code of Maryland.

V. Presentations

1. Presentation of the 2023 Let's Beautify Cumberland Blue Ribbon Award Winners.

Co-chairs Ginny Decker and Ed Mullaney presented the 2023 LBC Blue Ribbon and other Awards to area residents and businesses:

Blue Ribbon Awards, Residential

Laurie Adams, 605 Louisiana Avenue (not present)
Ricky & Toni Haymaker, 617 N. Centre Street
Darius Jakubs, 601 Henderson Avenue
Jenny Lazarus, 500 Magruder Street
Jana Parker, 34-36 Grand Avenue (not present)
William & Pamela Raymond, 114-116 Seymour Street (not present)
Lee Ann and Lenny Yenchenko, 509 Greenway Avenue

Blue Ribbon Awards, Business

Hershey's Ice Cream, 735 N. Centre Street, Khush, Hemangi, and Mishti Kotak
The Archway Wellness & Recovery Center, 121 Memorial Avenue, Jim Raley

Good Neighbor Awards

Chris & Martha Rollins, 301 Baltimore Avenue
American Woodmark Corp., 17600 Barton Park Drive, Chris Everlin
Margie Hartman, 724 Dale Avenue

We Care Award

Allegany County Library, 31 Washington Street, John Taube

Honorable Mention Award

John Burkey, 722 Green Street (not present)

Ed Mullaney noted that Let's Beautify Cumberland is celebrating its 27th year, having started in 1996, and introduced Dixie Athey, wife of former Mayor Ed Athey. Mr. Mullaney stated that they will never forget what Mayor Athey did for the City by spearheading the clean-up of Cumberland, which was followed through by Butch Hendershot.

2. Recognition of Firefighter/EMT-B Nicholas D. Green, Firefighter EMT-B Jamison C. Bender and Firefighter EMT-B Tyler M. Thomas on their successful completion of Firefighter Recruit Training approved by the Maryland Fire and Rescue Institute.

Chief Adams recognized the three new firefighter recruits who recently completed Firefighter Recruit Training, and provided background information on all of them. He explained that EMT training was implemented along with firefighter training at the Academy this time, due to two of the recruits not being EMTs, who were allowed in because of their excellent qualifications. Chief Adams stated that there were some difficulties with doing EMT training at the Academy, but said Captain Beitzel was able to make it work. The new firefighters were pinned by family members.

3. Presentation of the 2022 Annual Report of the Planning and Zoning Commission to allow for comment and evaluation by the Mayor and Council.

Mr. Silka stated that this report is a requirement of the MD Department of Planning, and provided background. The report covers such topics as Development Activity, Regulatory and Zoning Amendments and Annexations, Infrastructure Improvements, Consistency Assessments, and Conclusions and Recommendations. He stated that if there were no changes needed, it will be submitted to the MD Department of Planning.

4. Recognition of Lt. Korey Rounds for his recent graduation from the Northwestern University Center for Public Safety School of Police Staff and Command, an intensive leadership and management education program that helps prepare experienced law enforcement professionals for success in senior command positions.

Police Chief Chuck Ternent, along with Captain Jim Burt, recognized Lt. Korey Rounds for recently graduating from Northwestern University's School of Police Staff and Command. Chief Ternent provided background on the program at Northwestern, saying it is pretty intense, and has cultivated many police leaders around the nation. The Chief stated that Lt. Rounds has been with the CPD for 22 years and said he has been a trusted Lieutenant for many years. He added that Lt. Rounds currently runs the Patrol Division and said he has many other duties as well. Mayor Morriss presented Lt. Rounds with his diploma.

VI. Director's Reports

Motion to approve the reports was made by Council Member Cioni, seconded by Council Member Furstenberg, and was passed on a vote of 5-0

(A) Administrative Services

1. Administrative Services Monthly Report for July 2023

(B) Engineering

1. Engineering Division Monthly Report for July 2023

(C) Public Works

1. Maintenance Division Monthly Report for July 2023

(D) Fire

1. Fire Department Monthly Report for July 2023

(E) Police

1. Police Department Monthly Report for July 2023

VII. Approval of Minutes

Motion to approve the reports was made by Council Member Frazier, seconded by Council Member Marchini, and was passed on a vote of 5-0

1. Approval of the Work and Regular Session Minutes of July 18, 2023, and the Closed and Work Session Minutes of August 8, 2023

VIII. Public Comments – Agenda Items Only

Danielle Lassard had questions regarding the zoning of short-term rentals/Air B&Bs. Mayor Morriss advised that everyone who owns an Air B&B received a text message yesterday regarding short-term rentals. He stated that those that are on Elder Street are okay, and said of the 60 that are registered, there is only one that is in an S-R residential district, and that one will be grandfathered in. He said that everyone who has a registered Air B&B is now covered by Ordinance No. 3965. He also mentioned that 609 Greene Street (Randy Pullman) is covered, as well as all of Pine Avenue.

IX. New Business

(A) Resolutions

1. Resolution R2023-03 - (*1 reading only*) - granting the Western Maryland Scenic Railroad Corporation, Inc. a property tax credit for the 2023-2024 tax year, as provided for by Section 9-302(b)(4) of the Tax Property Article of the Annotated Code of Maryland.

READING: The resolution was submitted in title only for its reading. Motion to approve the resolution was made by Council Member Cioni, seconded by Council Member Furstenberg, and was passed on a vote of 5-0.

(B) Ordinances

1. **Ordinance 3964** (*1st, 2nd and 3rd readings*) - authorizing the amendment of Ordinance No. 3961 transferring 332 N. Mechanic and 400 N. Mechanic Street to the Allegany County Historical Society for the purchase price of \$156,000 by adding 402 N. Mechanic Street to the parcels being sold.

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

Motion to accept the reading and move to the second was made by Council Member Furstenberg, seconded by Council Member Marchini, and was passed on a vote of 5-0.

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

Motion to accept the reading and move to the third, after comment, was made by Council Member Cioni, seconded by Council Member Furstenberg, and 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 submitted in title only for its third reading, and was passed on a vote of 5-0.

2. **Ordinance 3965** (*1st reading*) - amending the City of Cumberland Zoning Ordinance (Chapter 25 of the Code) for the purpose of adopting regulations pertaining to short-term rentals in the City of Cumberland.

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

Motion to accept the first reading and table until next meeting was made by Council Member Frazier, seconded by Council Member Marchini, and was passed on a vote of 5-0.

(C) Orders (Consent Agenda)

Mr. Silka reviewed each item on the Consent Agenda, and Mayor Morriss called for questions or comments. **Motion** to approve all Consent Agenda Orders *except* No. 27,291 was made by Council Member Cioni, seconded by Council Member Marchini, and was passed on a vote of 5-0. **Motion** to approve Consent Agenda Order 27,291 *only* was made by Council Member Frazier, seconded by Council Member Furstenberg, and was passed by a vote of 3-2, with Council Members Marchini and Cioni voting NO.

Order 27,285 - authorizing Triton Construction, Inc. to begin work on the Baltimore Street Access Project (City Project 12-16-M) with no noise limitations beginning at 6:00 a.m., Monday through Friday and beginning at 6:00 a.m. on Saturdays and Sundays with prior approval from the City Engineer.

Order 27,286 - authorizing Change Order No. 1 of an additional \$10,000 added to the Sole Source contract with AquaLaw for legal assistance with extending the City's 1998 Consent Order issued by the MDE to address CSOs, with the additional cost being split evenly between Frostburg, Cumberland, Allegany County, and LaVale, and is based on an Engineer's estimate to complete the first phase of negotiations with MDE.

Mr. Silka advised that the City is basically fronting the money, but will only be responsible for a fourth of the total.

Order 27,287 - authorizing the execution of Change Order No. 1 to Operation and Maintenance of the Heat Drying Facilities for Sludge Processing to inform and update the yearly cost of the 15-year contract to its current pricing for FY24 of \$1,005,000, increasing the original order by \$622,900.

Mr. Silka advised that this is actually an increase from the 2009 standard pricing, and said it increases every year – it's not a \$622,900 1-year increase.

Order 27,288 - authorizing the installation of sprinkler taps and fiber conduit lines by Triton Construction to certain Baltimore Street properties who have opted into this service during the Baltimore Street Access project (City Project 12-16-M), utilizing a Community Legacy grant of \$150,000, in the not-to-exceed amount of \$48,855.

Mr. Silka advised that under this order there will be 20 fire lines installed and 25 fiber conduit lines installed.

Order 27,289 - rescinding Order No. 26,948, originally approved on February 1, 2022 and appointing Kevin Thacker, the City's Code Compliance Manager as the Zoning Administrator.

Mr. Silka advised that Mr. Thacker will be replacing the City Administrator (himself) as Zoning Administrator.

Order 27,290 - authorizing the City Administrator to begin the planning and design of the Cumberland Skate Park and authorizing the allocation of \$325,000 for this Capital Projects Fund project, funded by the General Fund.

Order 27,291 - authorizing new parking rates for City lots and garages, effective ninety (90) days after passage of this Order.

Mr. Silka advised that this increases the City's metered and kiosk parking by .50c per hour, and increases garages leases by \$5 per month.

Order 27,292 - authorizing the City Administrator to enter into a three-year contractual agreement with ParkMobile for On-Demand parking transactions.

Order 27,293 - eliminating the two (2) courtesy warnings for various parking violations and allowing Parking Enforcement Officers to issue citations to vehicles in violation.

Order 27,294 - accepting the Allegany County Commissioners fuel contract of Inventory Gasoline and Diesel Fuel from Stuck Enterprises, Inc. (dba Bedford Valley Petroleum & Propane) for an amount not-to-exceed \$345,000, piggy-backing off the County Commissioners' contract, in accordance with City Code Section 2-171(c).

Order 27,295 - authorizing the execution of a Donation Agreement with Cassandra King for real property at 220 N. Lee Street, Tax ID #06-022790, for the sum of \$1.

Order 27,296 - amending the CDBG-CV 2020 Annual Action Plan to move unused CARES ACT funds to the Constitution Park Playground Project for removal of outdated playground equipment and installation of new safe equipment to Grove 1 playground, to create a safe outdoor space for children to enjoy in preparation for any future possible pandemics, in response to the need for outdoor spaces identified during the Covid-19 pandemic.

Order 27,297 - rescinding Order 27254 approved on June 20, 2023, due to a misstated purchase amount, and accepting the contract renewal with Link Computer Corporation for the renewal of the MuniLink Utility Billing System for a one-year term retroactive to June 1, 2023 in the amount not-to-exceed \$44,829.12.

Order 27,298 - authorizing the Sole Source purchase of the City's annual amount of water meters and smartpoints from L/B Water Service in the amount not-to-exceed \$350,000 for the entire fiscal year.

Order 27,299 - authorizing the Chief of Police to accept the FY24 Police Recruitment and Retention Grant in the amount of \$20,000 awarded by the Governor's Office for Crime Control and Prevention (GOCCP) which recognizes the state-wide shortage of police candidates and has offered funds to help local agencies recruit and retain police officers.

Order 27,300 - authorizing the Chief of Police to accept the FY24 Maryland Center for School Safety (MCSS) School Resource Officer (SRO) grant in the amount of \$49,980, funding adequate police coverage in and around our city's schools, and for overtime support.

Order 27,301 - accepting a FY23 Passages of the Western Potomac Heritage Area (PWPHA) Mini Grant in the amount of \$5,000 for the Cumberland Winter Festival and Market.

Order 27,302 - accepting the proposal from Amazon Web Services for FY24 cloud-based computing services in the not-to-exceed amount of \$36,000.

Order 27,303 - authorizing the Sole Source purchase from Axon Enterprise, Inc. in the amount of \$43,935.83 for the purchase of 52 yellow X7 Tasers, per year through 2027, to include the costs of all cartridges, batteries, holsters, evidence storage and downloading device.

Order 27,304 - authorizing the Chief of Police to accept the FY24 State Aid for Police Protection Fund grant in the amount of \$728,575, to be used exclusively to provide adequate police protection in the qualifying municipality of Cumberland, Maryland.

Order 27,305 - authorizing the execution of Change Order No. 1 to "Baltimore Street Access Project" (12-16-M) for additional manhole structures not specified in the original contract in the amount of \$98,775, bringing the new contract amount not-to-exceed \$14,737,275.

Order 27,306 - authorizing execution of a Certificate of Satisfaction acknowledging that the Second Deed of Trust dated January 11, 2018, granted by Howard M. Bohn and Mary Kathleen Bohn to Michael Scott Cohen, Trustee for the benefit of the Mayor and City Council of Cumberland (Allegany County Land Records Book 2355, page 152), has been fully paid and the lien is hereby released.

There was discussion by M&CC regarding the three parking-related orders. Mayor Morriss stated that as long as he's been around, the City has been running a deficit in the MPA. He stated that although the City is going through the construction phase, there hasn't been any loss in parking unless a street is closed with no access. He advised that the City has offered 2 free hours of parking in the George Street Garage, trying to get folks to utilize it. He did mention that even with the .50c increase in parking, all the parking on Centre Street and Liberty Street remains free. He also mentioned that parking is also free after 5:00 p.m. Monday through Friday and weekends on surface lots downtown. He stated that there is plenty of parking downtown, but sometimes it means you have to be willing to walk a block. Council Members Marchini and Cioni stated that they would rather have the increase begin after the holidays, but agreed that the rate needs to be increased incrementally.

X. Public Comments

Chris Myers, 15 S. Liberty Street and business owner of 11 S. Liberty Street, discussed the noise ordinance, saying that after M&CC had received numerous complaints, and have now changed the code to allow Tritan to start earlier, which he said was irresponsible and disrespectful. He stated that the contractor frequently starts before 6:00 a.m., and questioned why they leave in the afternoon when they could work later. He said his life and his business are both suffering, and said there are many others who are complaining as well. He asked M&CC to make it so there will be no mechanical or hydraulic equipment starting before 6:00 a.m. He also mentioned the decibel limit as set by Engineering, and said that equipment idling may be 55db, but said when it backs up it has a 100db backup signal.

Mayor Morriss thanked Mr. Myers for coming in and discussing this issue, saying he had only received one complaint, so this is new to him that there is a large contingency of people who are unhappy. He stated that by adding 5 hours a week it can cut a day off of construction time. It was noted that M&CC voted on a start time of 6:00 a.m., not 5:00 a.m., and said they will have Engineering address this.

Jackie and Samantha – 241 E. Elder Street and 247 E. Elder Street, are neighbors, and discussed a vacant house next to theirs (239 E. Elder) that is dilapidated. They said they were concerned because the house is infested with mold, and said they can smell it from their yards. Additionally, they said the ceiling has fallen to the floor, and said the roof is open to the sky. They wanted to know the protocol for addressing vacant homes when there are health issues at stake.

Mayor Morriss stated that he will turn the information into Code Enforcement in the morning and have it addressed. The ladies also informed him that 251 E. Elder Street is in bad condition, and is owned by the bank due to foreclosure. Mayor Morriss informed them, however, that the City can't touch a house while it's in foreclosure. They also mentioned that a Ms. Krista McKenzie went into 239 E. Elder and took a bunch of items, saying she had bought the house. Upon looking into that, the ladies said there is nothing showing that she had purchased the home or was the owner. They provided photos of 239 E. Elder, which they passed onto M&CC.

All public comments are limited to 5 minutes per person

XI. Adjournment

With no further business at hand, the meeting adjourned at 7:47 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____

File Attachments for Item:

1. A public hearing to consider Charter Amendment Resolution No. 152 to repeal and re-enact with amendments Section 13 of the Charter of the City pertaining to the compensation of the Mayor and City Council

CHARTER AMENDMENT RESOLUTION NO. 152

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY CONTAINED IN ARTICLE 11-E OF THE CONSTITUTION OF THE STATE OF MARYLAND AND SECTION 4-304 OF THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND ENTITLED “A RESOLUTION TO REPEAL AND RE-ENACT WITH AMENDMENTS SECTION 13 OF THE CHARTER OF THE CITY PERTAINING TO THE COMPENSATION OF THE MAYOR AND CITY COUNCIL.”

WHEREAS, Section 13 of the City Charter pertains to compensation for the Mayor and City Council;

WHEREAS, the said section of the City Charter has not been altered since the passage of Charter Resolution No. 73, passed August 9, 1978;

WHEREAS, the current rate of compensation for the Mayor is \$7,200.00 per year and it is \$4,800 for members of the City Council;

WHEREAS, this rate of compensation has not been changed since July 1, 1981, roughly forty-two years ago; and

WHEREAS, an increase in the aforesaid compensation is long overdue.

NOW, THEREFORE:

SECTION 1: BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that Section 13 of the City Charter is repealed and re-enacted to read as follows:

Section 13. Compensation of mayor and councilmen.

Effective July 1, 2023, the Mayor shall be compensated at the rate of Fifteen Thousand Dollars (\$15,000.00) for each fiscal year, and City Councilpersons shall be compensated at the rate of Ten Thousand Dollars (\$10,000.00) for each fiscal year. Said compensation shall be adjusted for each cost-of-living adjustment and other changes in annual compensation given to civil service employees generally, without regard to whether the changes are temporary or permanent.

SECTION 2: AND BE IT FURTHER RESOLVED, that a public hearing on this Charter Amendment Resolution shall be held on the ____ day of _____, 2023. Notice of the public hearing identified hereinbefore was provided by publication in the Cumberland Times-News on the ____ day of _____, 2023, the said date being at least twenty-one (21) days prior to the date of the hearing, and by posting on the North Centre Street entrance of City Hall, Cumberland, Maryland, the date of the public hearing. The City Clerk is hereby specifically directed to carry out the provisions of this Section.

SECTION 3: AND BE IT FURTHER RESOLVED, that the date of the passage of this Resolution is _____, 2023, and the amendment of the Charter of the City of Cumberland hereby enacted shall become effective on the ____ day of _____, 2023 unless a proper petition for a referendum hereon shall be filed on or before the 40th day after the date of the passage of this Resolution, as provided by Section 4-304 of the Local Government Article of the Annotated Code of Maryland. A complete and exact copy of this Resolution shall be continuously posted on the North Centre Street entrance of City Hall, Cumberland, Maryland, until _____, 2023, and the title of this Resolution and a fair summary of its terms shall be published in the Cumberland Times-News no less than four times, at weekly intervals, before the aforesaid date.

SECTION 4: AND BE IT FURTHER RESOLVED, that the City Clerk is hereby specifically directed to carry out the provisions of Section 3 hereof and to cause to be affixed to this Resolution a certificate of the publication in the Cumberland Times-News, and the Mayor, if there is no petition for referendum, shall declare the Charter Amendment made to be effective on the 50th day after this Resolution is effective date herein provided for, which is _____, 2023, by affixing his signature hereto in the space provided below the effective date hereof.

SECTION 5: AND BE IT FURTHER RESOLVED, that if a proper petition for referendum on the Charter Amendment herein proposed is filed, the Mayor and other proper officials of the City of Cumberland shall comply with applicable law, including, but not limited to, Subtitle 3 of Title 4 of the aforesaid Local Government Article.

SECTION 6: AND BE IT FURTHER RESOLVED, no later than ten (10) days after the Charter Amendment effected by this Resolution becomes effective, either as herein provided or following a referendum, the City Clerk shall mail a copy of this

Resolution to the Department of Legislative Services of Maryland, said mailing to include a complete certified copy of the text of this Resolution, the date of the referendum, if any is held, a certificate showing the number of Councilpersons voting for and against it, and a report on the votes cast for or against the amendments hereby enacted at any referendum hereon, and the effective date of the Charter Amendment.

THIS RESOLUTION PASSED THIS ____ DAY OF _____, 2023.

Raymond M. Morris, Mayor

ATTEST:

Allison Layton, City Clerk

The Charter Amendment enacted by the foregoing Resolution became effective this ____ day of _____, 2023.

Raymond M. Morris, Mayor

ATTEST:

Allison Layton, City Clerk

I HEREBY CERTIFY, that the foregoing Resolution, amending the Charter of the City of Cumberland, Maryland, was passed the ____ day of _____, 2023, with ____ votes in affirmation and ____ votes in the negative.

Allison Layton, City Clerk

I HEREBY CERTIFY that:

1. Notice of the public hearing identified hereinbefore was provided by publication in the Cumberland Times-News on the ____ day of _____, 2023, the said date being at least twenty-one (21) days prior to the date of the hearing, and by posting on the North Centre Street entrance of City Hall, Cumberland, Maryland, the date of the public hearing. A true and correct copy of the published notice is attached hereto. The said hearing was held on the ____ day of _____, 2023.
2. The title of this Resolution was published in the Cumberland Times-News on _____,
_____,
_____ and
_____,
as evidenced by the true and correct copy of the Cumberland Times-News certificate of publication attached hereto, and that it was posted on the North Centre Street entrance of City Hall, Cumberland, Maryland together with a copy of this Resolution commencing on the day the title of this Resolution was first published in the Cumberland Times-News on the ____ day of _____, 2023 and continuing through the date this Resolution became effective.
3. The foregoing is a true and exact copy of the Charter Amendment Resolution No. ____ passed by the Mayor and City Council of Cumberland, Maryland, in Regular Session on the ____ day of _____, 2023.
4. A petition for a referendum was not filed within the forty-nine (49) days following the date of the passage of the foregoing Resolution and, therefore, it became effective on the ____ day of _____, 2023.

Allison Layton, City Clerk

File Attachments for Item:

1. Ordinance 3965 (*2nd and 3rd readings*) - amending the City of Cumberland Zoning Ordinance (Chapter 25 of the Code) for the purpose of adopting regulations pertaining to short-term rentals in the City of Cumberland

ORDINANCE NO. 3965

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, ENTITLED "AN ORDINANCE TO AMEND THE CITY OF CUMBERLAND ZONING ORDINANCE (I.E., CHAPTER 25 OF THE CODE) FOR THE PURPOSE OF ADOPTING REGULATIONS PERTAINING TO SHORT-TERM RENTALS."

WHEREAS, Title 4, Subtitle 2 of the Land Use Article of the Annotated Code of Maryland grants the Mayor and City Council the power to enact a zoning ordinance, amend it from time to time, and provide for its administration and enforcement.

WHEREAS, the City's zoning ordinance (the "Zoning Ordinance") is codified in Chapter 25 of the City Code.

WHEREAS, the Zoning Ordinance currently does not have provisions pertaining to short-term rentals, like Airbnb's and VRBO's.

WHEREAS, City staff has determined that there is a need to include provisions in the Zoning Ordinance specifically regulating short-term rentals because the short-term rental use fills a niche that is distinct from the others regulated therein and because this use has become more commonplace as an alternative to hotels and motels.

WHEREAS, City staff proposed amendments to the Zoning Ordinance which it presented to the City of Cumberland Municipal Planning and Zoning Commission (the "Planning Commission") for its consideration.

WHEREAS, the Planning Commission held a public hearing on the subject matter of this Ordinance on July 24, 2023, and determined that it should recommend that the Mayor and City Council pass an Ordinance adopting the amendments proposed by staff.

WHEREAS, notice of the time and place of the hearing was published in the Cumberland Times-News, a newspaper of general circulation in the City of Cumberland, once each week for two successive weeks (on July 10, 2023 and July 17, 2023), the first such notice having been published at least 14 days prior to the hearing, as required by Section 25-439(b).

WHEREAS, the Mayor and City Council held a public hearing regarding the subject matter of this Ordinance on _____, 2023, having published notice of the time and place of the hearing together with a summary of this Ordinance in the Cumberland Times-

News, a newspaper of general circulation in the City of Cumberland, once each week for two successive weeks (on ____, 2023 and ____, 2023), the first such notice having been published at least 14 days prior to the hearing, as required by Section 25-437(f) of the City Code and Section 4-203(b) of the Land Use Article of the Annotated Code of Maryland.

WHEREAS, consistent with the recommendation of the Planning Commission, the Mayor and City Council have determined that they should approve the proposed amendments to the Zoning Ordinance.

NOW, THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that Section 25-23 of the City Code is hereby amended to include the following definition:

Short-term rental means a furnished dwelling unit in which the entire unit or separate portions thereof are available for rent for periods of less than forty-five (45) consecutive days to transient guests. (See §§ 25-206(q) & 25-337)

SECTION 2: AND BE IT FURTHER ORDAINED, that the Use Regulations Table set forth in Section 25-132 of the Zoning Ordinance, is hereby amended to include short-term rentals as follows:

USE REGULATIONS TABLE

Key: P Permitted Use C Conditional Use P* Permitted only within cluster developments (pursuant to Section 9)											
USE DESCRIPTION	R-E	R-S	R-U	R-O	B-L	B-H	B-CBD	B-C	I-G	G-C	G-I
Residential											
.....											
Short-term rentals	P		P	P	P	P	P	P		P	
.....											

SECTION 3: AND BE IT FURTHER ORDAINED, that Section 25-206 (*Standards for specific uses*) of the Zoning Ordinance is amended by relettering current Subsections (q) and (r) as Subsections (r)

and (s), respectively, and enacting a new Subsection (q) which shall read as follows:

(q) *Short-term rentals.*

- (1) The use shall consist of a maximum of five (5) sleeping rooms.
- (2) Only designated rooms shall be used for sleeping.
- (3) No more than four (4) adult persons shall simultaneously occupy any one (1) guestroom.

SECTION 4: AND BE IT FURTHER ORDAINED, the Section 25-337(e) (*Schedule of uses and parking quantity regulations*) is amended by renumbering current Subsections 23 to 29 as Subsections 24 to 30, respectively, and enacting a new Subsection 23 to read as follows:

(23) *Short-term rentals.*

- a. Two (2) parking spaces for each three (3) or more bedroom apartment unit, rowhouse, two-family dwelling, or single-family dwelling.
- b. In cases where existing single-family or two-family dwelling structures are expanded or converted to include more than one (1) or two (2) dwellings, respectively, the board of zoning appeals, through the conditional use review process, may lessen the number of required off-street spaces by one (1) space, provided it can be shown that it is not possible to provide all required off-street parking, on-street parking is permitted, and that such on-street parking will not increase traffic congestion in the neighborhood in accordance with Section 25-337.

SECTION 5: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect ten (10) days from the date of its passage.

Passed this _____ day of _____, 2023.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

File Attachments for Item:

. Resolution No. 2023-04 (*1 reading*) - granting the Cumberland Outdoor Club a property tax credit for tax years 2023-2024 pursuant to Section 9-302(f) of the Tax Property Article of the Annotated Code of Maryland

City of Cumberland
- Maryland -

RESOLUTION

RESOLUTION NO. **R2023-04**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND,
GRANTING THE CUMBERLAND OUTDOOR CLUB, A PROPERTY TAX CREDIT FOR THE
TAX YEAR 2023-2024, PURSUANT TO SECTION 9-302 OF THE TAX-PROPERTY ARTICLE
OF THE ANNOTATED CODE OF MARYLAND.**

- WHEREAS,** the Mayor and City Council of Cumberland is, by State Law, granted the authority to impose taxes upon the assessed valuation of property situated within the City of Cumberland against the owners of such property; and
- WHEREAS,** Section 9-302 of the Tax-Property Article of the Annotated Code of Maryland provides that a municipal corporation in Allegany County may grant, by law, a property tax credit against certain property owners; and
- WHEREAS,** the Cumberland Outdoor Club is such a property owner designated in Section 9-302(f) of the Tax-Property Article of the Annotated Code of Maryland; and
- WHEREAS,** the Cumberland Outdoor Club has, pursuant to Section 9-301(e)(1), applied for the property tax credit; and
- WHEREAS,** the Mayor and City Council of Cumberland desires to grant to the Cumberland Outdoor Club a property tax credit against the municipal corporation property tax imposed on the Cumberland Outdoor Club for the tax year 2023-2024.

NOW, THEREFORE, BE IT RESOLVED THAT, the Cumberland Outdoor Club be and is hereby granted a property tax credit against any and all municipal corporation property tax imposed upon it by the City of Cumberland for tax year 2023-2024.

*Given under our Hands and Seals this 5th day of September, 2023, with the
Corporate Seal of the City of Cumberland hereto attached,
duly attested by the City Clerk.*

Attest:

Mayor and City Council
Of Cumberland

Allison K. Layton
City Clerk

Raymond M. Morriss
Mayor

CUMBERLAND OUTDOOR CLUB

June 19, 2023

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

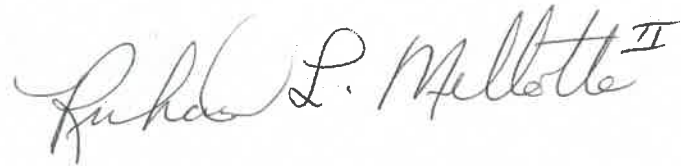
Re: Tax Credit – Account Numbers: 0409098, 04013182, ^{exempt} ^{exempt} 04032845 and D00078238

Mayor and City Council:

Please consider this a formal request to exercise authority granted by Section 9-302(f) of the Tax Property Article of the Annotated Code of Maryland to grant Tax Credit for the above referenced accounts of the Cumberland Outdoor Club, Incorporated for FY-2024.

Thank you for your attention to this matter.

Sincerely,



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



City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

CUMBERLAND OUTDOOR CLUB INC

31 THOMAS ST
CUMBERLAND , MD 21502-3909

Description & Location: 1.567A
31 THOMAS ST
CUMBERLAND , 21502

Instant Statement for PIDN: 04032845

Current Credit: 0.00

Date: 08/14/2023

Code	Year	Bill#	Date	Date Effective	Normal	Penalty	Interest	Due	Payment	Adj. Type	Adjust	Adj. Date
2023 Real Estate Tax Annual	2023		07/01/2023	07/01/2023	8341.44	0.00	0.00	8341.44	0.00		0.00	
Totals:								8341.44	0.00			

File Attachments for Item:

. Resolution No. 2023-05 (*1 reading*) - granting the Carver Community Center a property tax credit for tax years 2023-2024 pursuant to Section 9-302(b)(8) of the Tax Property Article of the Annotated Code of Maryland

City of Cumberland
- Maryland -

RESOLUTION

RESOLUTION NO. R2023-05

A Resolution of the Mayor and City Council of Cumberland, Maryland, granting the Carver Community Center, Inc. property tax credits for the tax year 2023-2024 pursuant to Section 9-302 of the Tax-Property Article of the Annotated Code of Maryland

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

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

WHEREAS, the Carver Community Center, Inc. is a property owner designated in Section 9-302(b) (8) of the Tax-Property Article of the Annotated Code of Maryland; and

WHEREAS, the Carver Community Center, Inc. has, pursuant to Section 9-301(e)(1), applied for the property tax credit; and

WHEREAS, the Mayor and City Council of Cumberland desires to grant to the Carver Community Center, Inc. a property tax credit against the municipal corporation property tax imposed on the Carver Community Center, Inc., for the tax year 2023-2024.

NOW, THEREFORE, BE IT RESOLVED THAT, the Carver Community Center, Inc., be and is hereby granted a property tax credit against any and all municipal corporation property tax imposed upon it by the City of Cumberland for tax year 2023-2024.

*Given under our Hands and Seals this 5th day of September, 2023 with the
Corporate Seal of the City of Cumberland hereto attached,
duly attested by the City Clerk.*

Attest:

Mayor and City Council
Of Cumberland

Allison K. Layton
City Clerk

Raymond M. Morriss
Mayor

Carver Community Center, Inc.

340 Frederick Street

Cumberland MD 21502

August 18, 2023

Cumberland City Council

57 N. Liberty Street

Cumberland MD 21502

Dear Cumberland City Council,

The Carver Community Center wishes to request a tax fee waiver for account number 23-001233 and 23-003422 for tax year 2023-2024.

The Carver Center is a small local 501 C3 nonprofit founded through various partnerships, and as such the Board of Directors will greatly appreciate any assistance that can be given in support of this endeavor.

Sincerely,



Raymond M. Morriss

Carver Community Center Board President



City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

CARVER COMMUNITYCENTER INC

BONITA AUSTIN 9 LONG DRIVE
CUMBERLAND , MD 21502-

Description & Location: W/S FREDERICK ST
0 FREDERICK ST
CUMBERLAND , 21502

Instant Statement for PIDN: 23001233

Current Credit: 0.00

Date: 08/21/2023

Code	Year	Bill#	Date	Date Effective	Normal	Penalty	Interest	Due	Payment	Adj. Type	Adjust	Adj. Date
2023 Real Estate Tax Annual	2023		07/01/2023	07/01/2023	242.63	0.00	0.00	242.63	0.00		0.00	
Totals:								242.63	0.00			



City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

CARVER COMMUNITY CENTER INC

BONITA AUSTIN 9 LONG DRIVE
CUMBERLAND, MD 21502-

Description & Location: FREDERICK ST
340 FREDERICK ST
CUMBERLAND, 21502

Instant Statement for PIDN: 23003422

Current Credit: 0.00

Date: 08/21/2023

Code	Year	Bill#	Date	Date Effective	Normal	Penalty	Interest	Due	Payment	Adj. Type	Adjust	Adj. Date
2023 Real Estate Tax Annual	2023		07/01/2023	07/01/2023	8312.84	0.00	0.00	8312.84	0.00		0.00	
Totals:								8312.84	0.00			

File Attachments for Item:

. Order 27,307 - authorizing the execution of a Donation Agreement with Brenda D. Morrison, Personal Representative of the Estate of Ronald L. Morrisson, for real property at 404 Furnace Street, Tax ID #05-019524

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

ORDER NO. 27,307

DATE: September 5, 2023

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

THAT, the Mayor be and is hereby authorized to execute a Donation Agreement by and between Brenda D. Morrison, Personal Representative of the Estate of Ronald L. Morrison (Donor) and Mayor and City Council of Cumberland whereby certain property at 404 Furnace Street (Tax No. 05-019524) shall be transferred to the City for the sum of \$1.00; and

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

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

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

Raymond M. Morriss, Mayor

DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement"), is made by and between **Brenda D. Morrison, Personal Representative of the Estate of Ronald L. Morrison** ("Donor") and the **Mayor and City Council of Cumberland** (the "City"), a Maryland municipal corporation, and is effective upon the date of its completed execution, which date is hereinafter referred to as the "Effective Date."

RECITALS

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

404 Furnace Street, Cumberland, MD 21502 - Tax ID No. 05-019524; described in the deed from Eleanor B. Rice, Trustee, to Mary B. Morrison and Ronald Lee Morrison dated November 29, 1967 and recorded in Land Records of Allegany County, Maryland in Deed Liber 415, folio 196. Mary and Ronald Morrison held title to the Property as joint tenants. Mary B. Morrison died on February 21, 2003, thereby vesting Ronald Lee Morrison with title to the Property by operation of law. Ronald Lee Morrison died November 28, 2021. Brenda D. Morrison was appointed personal representative of Mr. Morrison's estate, Estate No. 38513 before the Orphans' Court for Allegany County, Maryland.

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

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

WITNESSETH:

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

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

2. **Donation.** Subject to the terms and conditions of this Agreement, Donor agrees to donate the Property together with the buildings and improvements thereon, if any, and the rights, roads, ways, waters, privileges and appurtenances thereunto

belonging or in anywise appertaining to the City and the City agrees to accept that donation. The closing for the donation shall be held no later than sixty (60) days from the Effective Date unless said time frame is extended by written agreement of the parties.

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

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

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

4.2. **No Occupancy/Property Removal.** This Agreement is contingent upon Donor delivering the Property to the City free from tenants or inhabitants of any kind. The Property shall not be subject to any written or oral leases or occupancy agreements of any kind. All personal property, junk and debris shall be removed from the Property prior to closing. In furtherance of the foregoing, the City shall have the right to conduct a walk-through inspection of the Property within 48 hours before settlement.

If, notwithstanding the foregoing, personal property remains in the Property subsequent to closing, it shall be deemed abandoned and the City may dispose of it in any manner it sees fit without any liability therefor. In that regard, Donor agrees to indemnify and hold the City harmless from and against any and all liabilities, including, but not limited to, attorneys' fees, incurred as a result of or as an incident to the City's disposal of any personal property left behind in the Property subsequent to Closing. The parties agree that the covenants in this paragraph shall not merge into the deed effecting the conveyance of the Property to the City and shall survive closing. Further, Denise Vignola joins in the execution of this Agreement for the purpose of personally binding herself, her personal representatives, heirs and assigns to the covenants contained in this paragraph.

4.3. **Waiver of Contingencies.** The City may waive any or all of the contingencies set forth in this section or elsewhere in this Agreement as to any or all of the Property by accepting a deed or deeds for the Property. Any waiver of contingencies shall not be effective to effect the waiver of the covenants contained in the second paragraph Section 4.2 above.

4.4. **Orphans' Court Approval.** This Agreement and the consummation of the donation of the Property from Donor to the City is contingent upon the Orphans' Court's approval of this Donation Agreement and the donation of the

Property from Donor to the City. The parties agree to cooperate with one another in securing the Orphans' Court's approval. The City will prepare and file a motion to secure the said approval and will bear the court costs associated with obtaining the Orphans' Court's approval.

5. **Appraisal.** Donor has the right to have the Property appraised for purposes of claiming a tax deduction for the noncash charitable contribution of the Property to the City. The appraisal(s) shall be performed prior to closing or the date of the City's acceptance of the deed(s) for the Property. Upon delivery of the deed(s) for the Property and the City's acceptance of the same, Donor shall provide the City with the appropriate tax documents relative to its eligibility to claim the aforesaid tax deduction, including, but not limited to, IRS Form 8283 and the acknowledgement required under 21 U.S.C. § 170(f)(8)¹¹. Upon the City's acceptance of the deed(s) and its receipt of the appraisal(s) and the appropriate tax documentation, the City Administrator shall execute the tax documentation on behalf of the City, it being understood and agreed that he is specifically empowered to do so under the terms of this Agreement. It is understood and agreed that the City shall not be required to execute any such documents attesting to the value of the Property in the event such valuation is not supported by an appraisal or appraisals performed by a licensed real estate appraiser. Further, Donor shall be solely responsible for the preparation and processing of the aforesaid tax documentation as well as its submission to the IRS, and the City shall have no liability relative thereto, even if it provides assistance to Donor with respect to such matters.

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

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

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

9. **Representations and Warranties.** As of the date of the closing contemplated hereby and as to the period of time during which Donor held title to the Property, Donor warrants that the Property (including land, surface water, ground water, and improvements) has, by acts or omission or commission, not been subjected to

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

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

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

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

11. Real Estate Taxes/Water & Sewer Bills/Municipal Infractions.

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

11.2. Water & Sewer Bills. The City will waive all City water and sewer bills presently due on the Property. Donor shall be responsible for the payment of any water and sewer rents incurred subsequent to the Effective Date.

11.3. Municipal Infractions. All outstanding citations for municipal infractions due to property maintenance or nuisance infractions at the Property shall be withdrawn. If there are any pending court cases for those municipal infractions, they shall be dismissed. If any judgments have been entered for those municipal infractions, they shall be noted as having been satisfied.

12. Breach of Agreement and Default. The City and Donor are required and agree to make full settlement in accordance with the terms of this Agreement and acknowledge that failure to do so constitutes a breach hereof. If the City fails to make full settlement or is in default due to its failure to comply with the terms, covenants and conditions of this Agreement, Donor may pursue any legal or equitable rights which may

be available to it. If Donor fails to make full settlement or is in default due to its failure to comply with the terms, covenants and conditions of this Agreement, the City is entitled to pursue such rights and remedies as may be available, in law or in equity, including, without limitation, an action for specific performance of this Agreement.

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

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

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

To Donor:

Brenda Morrison
409 Furnace Street
Cumberland, MD 21502

To the City:

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

with a copy to:

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

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

17. Invalidity. If any provision or part of any provision contained in this Agreement shall be found for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions or the remaining part of any effective provisions of this Agreement, and it shall be construed as if such invalid, illegal, or unenforceable provision or part thereof

had never been contained herein, but only to the extent of its invalidity, illegality, or unenforceability.

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

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

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

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

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

23. **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 of this Agreement. Once said facsimile and/or other electronically transmitted copies are fully executed, they shall have the same binding effect as would a signed original Agreement once delivered to the other party.


24. **Counterparts.** This Agreement may be executed in multiple parts, each of which shall be deemed an original and shall have the same binding effect as though a single original was executed by all of the parties hereto.

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

WITNESS/ATTEST:



Allison Layton,
City Clerk

 (SEAL)
Brenda D. Morrison, Personal
Representative of the Estate of
Ronald Lee Morrison

8-15-23
Date

**MAYOR AND CITY COUNCIL
CUMBERLAND**

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

date

File Attachments for Item:

. Order 27,308 - authorizing the abatement of 2022-2023 taxes in the amount of \$12,087.84 for City-owned property at 600 Bishop Walsh Road (Tax ID #06-050301)

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

ORDER NO. 27,308

DATE: September 5, 2023

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

THAT, the City Comptroller be and is hereby authorized to abate 2022-2023 taxes in the amount of \$12,087.84 for the City-owned cellular tower location at 600 Bishop Walsh Road (Tax ID#06-050301).

Raymond M. Morriss, Mayor



City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

CUMBERLAND MAYOR & CITY COUNCIL

57 N LIBERTY ST
CUMBERLAND, MD 21502-

Description & Location: WATER TOWER
600 BISHOP WALSH RD
CUMBERLAND, 21502

Instant Statement for PIDN: 06050301

Current Credit: 0.00

Date: 08/14/2023

Code	Year	Bill#	Date	Date Effective	Normal	Penalty	Interest	Due	Payment	Adj. Type	Adjust	Adj. Date
2023 Real Estate Tax Annual	2023		07/01/2023	07/01/2023	12087.84	0.00	0.00	12087.84	0.00		0.00	
					Totals:	12087.84	0.00					

File Attachments for Item:

. Order 27,309 - authorizing Special Taxing District residential exemptions for 45 N. Centre Street (\$745.10); 43-45 N. Liberty Street (\$206.34); 50-52 N. Centre Street (\$300.73); 27 N. Centre Street (\$334.93); and 47 Baltimore Street (\$383.88)

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

ORDER NO. 27,309

DATE: September 5, 2023

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

THAT, the following Residential Exemption from the Special Taxing District Levy
for the 2023-2024 tax year be and is hereby granted:

Property / Owner	Tax Year / Account No.	Exemption Amt.
45 N. Centre St./ Daniel Rhee	2022-2024/14-003207	\$745.10
43-45 N. Liberty St./Wm. Humbertson	2023-2024/14 005773	\$206.34
50-52 N. Centre St./Wm. Humbertson	2023-2024/14 005781	\$300.73
27 N. Centre St./Sandra Saville	2023-2024/14 002618	\$334.93
47 Baltimore St./Robert Chevez	2023-2024/04 023226	\$383.88

BE IT FURTHER ORDERED, that this exemption is hereby granted pursuant to
the provisions of Section 235 of the City Charter.

Raymond M. Morriss, Mayor

City of Cumberland
SPECIAL TAXING DISTRICT REQUEST FOR EXEMPTION

Tax Year July 2023-July 2024

I, William & BARBARA Humbertson request an exemption from the Special Taxing District Levy for property owned by me at: 43 & 45 N. Liberty Street, Cumberland, MD 21502

My request is based upon the fact that:

X **Residential** - this property, or portion thereof, is occupied and used by the owner for his or her residence;

 Industrial - this property, or portion thereof, is used solely for light manufacturing purposes, and qualifies for a similar exemption according to the tax provisions of Allegany County, Maryland.

If only part of the property is used for an exempt purpose, designate the percentage so used:

Residential 50 %

Industrial %

As to approved applications, the exemption shall be granted for all fiscal years falling within the calendar year preceding the date of the submission of the application for the exemption.

Signed: Barbara J Humbertson

Date: 8-9-2023

For City use

Tax Account No: 14005773 (4P)

	Assessed Amount	Tax Amount
Original	90500	412.68
Exempt	45250	206.34
Billable	45250	206.34

City of Cumberland
SPECIAL TAXING DISTRICT REQUEST FOR EXEMPTION

Tax Year July 2023 - July 2024

I, William & BARBARA Humbatson request an exemption from the Special Taxing District Levy for property owned by me at: 50452 N. CENTRE Street, Cumberland, MD 21502

My request is based upon the fact that:

X **Residential** - this property, or portion thereof, is occupied and used by the owner for his or her residence;

 Industrial - this property, or portion thereof, is used solely for light manufacturing purposes, and qualifies for a similar exemption according to the tax provisions of Allegany County, Maryland.

If only part of the property is used for an exempt purpose, designate the percentage so used:

Residential 50 %

Industrial %

As to approved applications, the exemption shall be granted for all fiscal years falling within the calendar year preceding the date of the submission of the application for the exemption.

Signed: William & Barbara Humbatson

Date: 8-9-23

For City use

Tax Account No: 14 005781 (4P)

	Assessed Amount	Tax Amount
Original	131900	601.46
Exempt	65950	300.73
Billable	65950	300.73

City of Cumberland
SPECIAL TAXING DISTRICT REQUEST FOR EXEMPTION

Tax Year July 2023 - July 2024

I, Daniel Rhee request an exemption from the Special Taxing District Levy for property owned by me at: 45 N. CENTRE Street, Cumberland, MD 21502

My request is based upon the fact that:

X **Residential** - this property, or portion thereof, is occupied and used by the owner for his or her residence;


 Industrial - this property, or portion thereof, is used solely for light manufacturing purposes, and qualifies for a similar exemption according to the tax provisions of Allegany County, Maryland.

If only part of the property is used for an exempt purpose, designate the percentage so used:

Residential 50 %

Industrial %

As to approved applications, the exemption shall be granted for all fiscal years falling within the calendar year preceding the date of the submission of the application for the exemption.

Signed: 

Date: 8-9-23

For City use

Tax Account No: 14 003207 (4P)

	Assessed Amount	Tax Amount
Original	326,800	1490.21
Exempt	163,400	745.10
Billable	163,400	745.10

City of Cumberland
SPECIAL TAXING DISTRICT REQUEST FOR EXEMPTION

Tax Year 2023

I, Sandra Saville request an exemption from the Special Taxing District Levy for property owned by me at: 27 N. Conkle St

My request is based upon the fact that:

☒ **Residential** - this property, or portion thereof, is occupied and used by the owner for his or her residence;

☐ **Industrial** - this property, or portion thereof, is used solely for light manufacturing purposes, and qualifies for a similar exemption according to the tax provisions of Allegany County, Maryland.

If only part of the property is used for an exempt purpose, designate the percentage so used:

Residential 50 %

Industrial _____ %

As to approved applications, the exemption shall be granted for all fiscal years falling within the calendar year preceding the date of the submission of the application for the exemption.

Signed: Sandra Saville
Date: August 14, 2023

For City use

Tax Account No: 14 0026 18 (4P)

	Assessed Amount	Tax Amount
Original	146,900	469.86
Exempt	73,450	334.93
Billable	73,450	334.93

Copy

City of Cumberland
SPECIAL TAXING DISTRICT REQUEST FOR EXEMPTION

Tax Year 7/01/2022 - 6/30/2023
2023

I, Robert J. CHEVEZ request an exemption from the Special Taxing District Lev
property owned by me at: 47 BALTIMORE ST.

My request is based upon the fact that:

☒ Residential - this property, or portion thereof, is occupied and used by the owner for
or her residence;

☐ Industrial - this property, or portion thereof, is used solely for light manufacturing
purposes, and qualifies for a similar exemption according to the tax provisions of
Allegany County, Maryland.

If only part of the property is used for an exempt purpose, designate the percentage so used:

Residential 1/3 %

Industrial _____ %

As to approved applications, the exemption shall be granted for all fiscal years falling within the calendar year preceding the date of the submission of the application for the exemption.

Signed: Robert J. Chavez

Date: 7/24/2022

8/17/23

For City use

Tax Account No: 04 023226 (4P)

	Assessed Amount	Tax Amount
Original	247,600	1129.00
Exempt	84,184	383.88
Billable	163,416	745.18

File Attachments for Item:

. Order 27,310 - amending Order No. 27,147 of December 20,2022 allowing up to \$3,000 of the allocated \$25,000 to be used to secure windows at the Carver Center

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

ORDER NO. 27,310

DATE: September 5, 2023

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

THAT, the amendment of Order No. 27,147 dated December 20, 2022 to authorize the use of Three Thousand Dollars and No Cents (\$3,000) of the initial start-up funds for the purpose of securing the windows at the Carver Center building be and is hereby approved.

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,311 - accepting the bid of Southern Corrosion, Inc. for the Water Tank Maintenance Service Contract (2023-03-WTR) in the not-to-exceed lump sum of \$133,210 for FY24, with each year increasing from the base premium by the increase in the CPI

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

ORDER NO. 27,311

DATE: September 5, 2023

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

THAT, the bid of Southern Corrosion, Inc., 738 Thelma Road, Roanoke Rapids, NC, 27870, for the Water Tank Maintenance Service Contract (Project 2023-03-WTR), in the not-to-exceed lump sum cost of One Hundred Thirty-three Thousand, Two Hundred Ten Dollars and No Cents (\$133,210.00) for FY24 be and is hereby approved; and

BE IT FURTHER ORDERED THAT, this agreement is for a multi-year maintenance service contract with each year increasing from the base premium (\$133,210.00) by the increase in the CPI.; and

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

Raymond M. Morriss, Mayor

Order of bids:

Southern Corrosion, Inc.	\$133,210.00
Minoan Industrial, LLC	\$165,568.00

Budget Number: 002.220.20100; City Funds

Council Agenda Summary

Meeting Date: 9/5/2023

Key Staff Contact: Robert Smith

Item Title:

Award Water Tank Maintenance Service Contract, City Project # 2023-03-WTR

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

Award Water Tank Maintenance Service Contract to low responsive bidder, Southern Corrosion, Inc., in the lump sum cost of \$133,210.00 for the FY24.

This project will include the maintenance of the Water Storage Tanks that the City owns. This maintenance includes cleaning, painting, and installation of any material needed to be OSHA Compliant. Any repairs that need to be made through inspection will also be made. This agreement is for a multi-year Maintenance Service Contract with each year increasing from the base premium of \$133,210.00 by the increase in the CPI. If the City is to cancel before the end of the seventh year of the service contract, the City would pay a cancellation payment.

This project was advertised for bid on 6/26/23. Bids closed on 7/26/23, with two qualified bids being received. The low bidder was Southern Corrosion, Inc., with an acceptable bid of \$133,210.00. The other acceptable bid was \$165,568.00.

The project is budgeted for this fiscal year, and utilizes City Funds

Amount of Award: \$133,210.00 for FY24

Budget number: 002.220.20100

Grant, bond, etc. reference: City Funds

CITY OF CUMBERLAND MARYLAND

PROJECT INFORMATION	
Project Title:	Water Tank Maintenance Service Contract
City Project:	2023-03-WTR
Contract Length:	365 Calendar Days
BID OPENING	
Date & Time:	July 26, 2023 @ 2:30 PM EDT
Location:	Council Chambers, City Hall Cumberland, MD 21502

CERTIFIED BID TABULATION	
BIDDER	BIDDER
Minoan Industrial LLC	Southern Corrosion Inc.
3151 Cape Horn Rd #2100 Red Lion, PA 17356	738 Thelma Rd Roanoke Rapids, NC 27870

GRADING MATRIX						
ITEM NO.	ITEM DESCRIPTION	MAX GRADE	Grade	Converted Percentage	Grade	Converted Percentage
1	Consultant's understanding of the project	10	9.0	18.0%	10.0	20.0%
2	References from clients on similar projects	10	10.0	20.0%	10.0	20.0%
3	Consultant's experience on similar work	10	10.0	20.0%	10.0	20.0%
4	Consultant's staff experience	10	10.0	20.0%	10.0	20.0%
5	Assessment of Annual Fee Structure	10	9.0	18.0%	10.0	20.0%
TOTAL GRADE			96.0%		100.0%	

BID INFORMATION				Minoan Industrial LLC		Southern Corrosion Inc.	
BID ITEMS	DESCRIPTION OF BID	UNITS	QTY.	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Annual Service Agreement	LS	1	\$ 165,568.00	\$ 165,568.00	\$ 133,210.00	\$ 133,210.00

TOTAL BID			
Minoan Industrial LLC		Southern Corrosion Inc.	
Bid Bond	✓	Bid Bond	✓
AoQtB	✓	AoQtB	✓
LPC	N/A	LPC	N/A
ARVF	✓	ARVF	✓
\$ 165,568.00		\$ 133,210.00	

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



Robert Smith
Director of Engineering and Utilities

Water Tank Maintenance Service Contract
Amendment 1

Mayor and City Council of Cumberland ("the City") and Southern Corrosion LLC "Southern" agree that the terms outlined on page 48 of their proposal for City Project 2023-03-WTR, which assigns additional payment values beyond the annual premium for specific years when the City issues a notice of cancellation ("Cancellation Payment"), is amended as follows:

1. Southern shall not be entitled to the full amount of a Cancellation Payment in the event it fails to remedy any failure, defect, or damage resulting from, arising out of or as an incident to the work it is required to perform which results in a structural issue or which affects water quality or the City's ability to supply water to its customers. The City must provide Southern with written notice of the failure, defect or damage which gives Southern thirty (30) days to remedy the same and which affords Southern the right to request an additional fifteen (15) days in the event it has diligently pursued remediation and requires additional time to complete it.
2. In the event Southern does not remedy the failure, defect or damage by the end of the cure period, the City may withhold payment of the Cancellation Payment until such time as it receives an estimate for the performance of the work required to remediate the failure, defect or damage. The amount of the estimate shall be deducted from the Cancellation Payment and the balance shall be paid to Southern as soon as is practicable.
3. In the event the City cancels the contract for any reason other than those listed in Paragraph 1 above or for no reason at all, it shall pay Southern the full amount of the applicable Cancellation Payment.

WITNESS our signatures effective as of the date last written below for the signature of a party.

Signature

Printed Name

Title

Organization

Date

Signature

Printed Name

Title

Organization

Date

Witness:

Signature

Printed Name

Signature

Printed Name

File Attachments for Item:

. Order 27,312 - authorizing the execution of a Cost-Share Agreement between MDOT-SHA and the City, relative to City Project 2022-24-BR, Replacement of Bridge A-C-08 Fayette St. Over CSXT Railway, with the City's cost-share portion estimated at \$106,951.70 which is 20% of the total estimated cost of \$534,758.51

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

ORDER NO. 27,312

DATE: September 5, 2023

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

THAT, the Mayor be and is hereby authorized to execute a Cost-Share Agreement between the Maryland Department of Transportation, State Highway Administration (MDOT-SHA) and the City of Cumberland relative to City Project 2022-24-BR, Replacement of Bridge A-C-08 Fayette Street Over CSXT Railway, with the City's cost share portion estimated at One Hundred Six Thousand, Nine Hundred Fifty-one Dollars and Seventy Cents (\$106,951.70), which is 20% of the total estimated cost of Five Hundred Thirty-four Thousand, Seven Hundred Fifty-eight Dollars and Fifty-one Cents (\$534,758.51).

Raymond M. Morriss, Mayor

Budget: 115.099R.63000
Federal Grant Program; City Funds

Council Agenda Summary

Meeting Date: 9/5/2023

Key Staff Contact: Robert Smith, PE

Item Title:

Cost Share Agreement with MDOT SHA for Engineering Services for the Replacement of Bridge No. A-C-08 Fayette Street over CSXT Railroad

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

The City would like to enter into a cost share agreement with MDOT SHA to provide Engineering Services related to the City Project 2022-24-BR, Replacement of Bridge A-C-08 Fayette Street Over CSXT Railway. The City's cost share portion estimated at \$106,951.70, which is 20% of the total estimated cost of \$534,758.51.

Amount of Award: \$106,951.70

Budget number: 115.099R.63000

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

MDOT MARYLAND DEPARTMENT OF TRANSPORTATIONTM
STATE HIGHWAY ADMINISTRATION

COST SHARING AGREEMENT

Purpose: Documentation of Costs for Services Provided on Behalf of Counties, Municipalities and Others.

Description of work:

For SHA to provide engineering services for the replacement of Bridge No.
A-C-08001 on Fayette Street over CSXT Railroad located in the City of
Cumberland, Allegany County, MD.

1. I, Robert Smith, P.E., Director of Engineering and Utilities, August 24, 2023
Name Title Date
Being authorized to act on behalf of City of Cumberland
Name of County, Municipality or Other Party
Billing address: City of Cumberland
57 N. Liberty Street Cumberland MD 21502 (Attention: Robert Smith)

Do assure that:

2. The requesting organization does not have adequate forces to perform this service and requests the State Highway Administration to: (check one)
- a. ☐ Manage the entire project.
- b. ☒ Provide services as described above or in the supplemental Attachment A.
3. A written agreement exists between the Maryland Department of Transportation State Highway Administration and the requesting organization, which agreement clearly indicates responsibility for project costs. (If no agreement exists, proceed to 4 and 4a. or 4b.)
- Date of Agreement: _____
- or
- Date of Master Agreement: February 1, 2018
- and
- Date of Supplemental Letter: June 12, 2023
4. The total estimated costs of this project; \$ \$534,758.51, which includes the payroll fringe benefit expenses on direct labor and the Administrative and General Overhead Expenses at the prevailing rates, will be invoiced at (check one)
- a. ☒ 20 % of the total actual cost of this project—not to exceed the estimated total cost by more than 15% without prior notification and agreement.
- or
- b. ☐ not to exceed \$ _____

COST SHARING AGREEMENT

Page 2

5. Estimated funds are available and will be paid by the requesting organization, other than Counties, Municipalities and other State Agencies:
 - By advance deposit for the total estimated costs. Refunds to the advance deposit will be issued at the completion of the project.
6. Estimated funds are available and will be paid by the Counties, Municipalities and other State Agencies (check one):
 - a. ☐ By payment of all costs expended to date within 30 days of receipt of SHA's progress billings.
 - b. ☒ By payment of all costs in excess of federal recovery either as an advance deposit or 30 days of receipt of MDOT SHA's progress billings
7. Requesting organizations (including other State Agencies) other than Counties and Municipalities will be billed monthly.
8. Counties and Municipalities will be billed as follows:
 - A project/local share which does not exceed \$60,000 will be billed quarterly
 - A project/local share which exceeds \$60,000 will be billed monthly.
9. Should the County or Municipality default in remitting payment to the State for their portion of the work, their Highway User Revenue Funds will be reduced accordingly.
10. Costs incurred in excess of the advance deposit, if applicable, will be billed monthly.

Authorized Representative of
Requesting Organization

Date

District Engineer or Senior Manager

Date

LOCAL GOVERNMENT BR/BH PROJECT: **TRUE**
DATE: **07/12/2023**

PRELIMINARY ENGINEERING

MDOT SHA STAFF REVIEW AND DESIGN COSTS:	\$40,000.00
PAYROLL BURDEN FOR FRINGE BENEFITS FOR SHA STAFF (87.19%):	\$29,068.00
CONSULTANT DESIGN COSTS:	\$465,690.51
ADMINISTRATIVE AND GENERAL OVERHEAD COSTS (7.79%):	\$0.00
(0% for Local Government BR/BH Projects)	<hr/>
TOTAL PROJECT COST:	\$534,758.51
20% Local Government Share:	\$106,951.70
80% FEDERAL BR/BH AID SHARE:	\$427,806.81

NOTES: * THIS FACTOR NOT APPLIED TO LOCAL GOVERNMENT BR/BH PROJECTS

PE PAYROLL BURDEN:	72.67%
PE OVERHEAD*:	7.87%

File Attachments for Item:

. Order 27,313 - authorizing the Chief of Police to enter into a Memorandum of Understanding with the Family Crisis Resource Center to provide police overtime in the amount not to exceed \$5,000 for the purpose of providing Domestic Violence Response Team (DVRT) Follow-Ups

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

ORDER NO. 27,313

DATE: September 5, 2023

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

THAT, the Chief of Police be and is hereby authorized to execute a Memorandum of Understanding by and between the Cumberland Police Department and the Family Crisis Resource Center, Inc. (FCRC) to provide police overtime in the amount not-to-exceed Five Thousand Dollars and No Cents (\$5,000) for Domestic Violence Response Team follow-ups.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: September 5, 2023

Key Staff Contact: Chief John “Chuck” Ternent

Item Title: FCRC DVRT Grant

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

Authorize the Chief of Police to enter into a Memorandum of Understanding with the Family Crisis Resource Center to provide police overtime in the amount not to exceed \$5,000, providing Domestic Violence Response Team (DVRT) Follow-Ups.

Amount of Award: \$5,000

Budget number:

Grant, bond, etc. reference:

MEMORANDUM OF UNDERSTANDING

between

FAMILY CRISIS RESOURCE CENTER, INC.

146 Bedford Street

Cumberland, Maryland 21502

and

CUMBERLAND POLICE DEPARTMENT

20 Bedford Street

Cumberland, Maryland 21502

Through grant monies made available from the Governor's Office of Crime Prevention, Youth and Victim Services Victim Assistance Formula Grant, **Family Crisis Resource Center, Inc. (FCRC)** agrees to pay **Cumberland Police Department** to assist with the Domestic Violence Response Team (DVRT) Follow-Ups. The grant award period is October 1, 2023, through June 30, 2024. This is a cost reimbursement contract that provides for payment to the vendor of an agreed fixed amount as follows:

1. Overtime hours not to exceed \$5,000
2. Consultant Rate is limited to \$650 per day (\$81.25/hour) without prior written approval.

Cumberland Police Department agrees to provide the following law enforcement services:

1. Accompaniment to a victim of domestic violence within one week of a domestic violence incident.

As a sub-contractor on the VOCA grant, **Cumberland Police Department** agrees to submit reports and invoices (including overtime vouchers and receipts) for the above state services monthly. Deadlines for the monthly reports and invoices are the 5th of the following month. For example, the invoice for law enforcement services for December needs to be submitted to **FCRC** by January 5th.

FCRC agrees to remit reimbursement monthly after the above services are rendered and related reports/invoices are submitted, based on actual costs, not to exceed the above budgeted amount of \$6,000.

The activities of this agreement must be completed by June 30, 2024.

Chief John "Chuck" Ternent Date
Cumberland Police Department

Rhonda Pick Date
Executive Director
Family Crisis Resource Center, Inc.

File Attachments for Item:

. Order 27,314 - authorizing the Chief of Police to enter into an Updated Memorandum of Understanding with the City of Frostburg, Allegany County and Frostburg State University to employ a temporary civilian employee for the purpose of providing clerical services to the Allegany County Combined Criminal Investigation Unit (C3I)

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

ORDER NO. 27,314

DATE: September 5, 2023

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

THAT, the Chief of Police be and is hereby authorized to enter into an Updated Memorandum of Understanding (M.O.U.) with the City of Frostburg, Allegany County, and Frostburg State University to employ a temporary civilian employee to provide clerical services to the Allegany County Combined Criminal Investigation Unit (C3I)

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: September 5, 2023

Key Staff Contact: Chief John “Chuck” Ternent

Item Title: C3I Temporary Civilian employee MOU

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

Authorize the Chief of Police to enter into an Updated Memorandum of Understanding with the City of Frostburg, Allegany County and Frostburg State University to employ a temporary civilian employee to provided clerical services to the Allegany County Combined Criminal Investigation Unit (C3I).

Amount of Award:

Budget number:

Grant, bond, etc. reference:

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDESTANDING (“MOU”) is made and executed on this ____ day of _____, 2023, by and between the MAYOR AND CITY COUNCIL OF CUMBERALND (the “City”) and the BOARD OF COUNTY COMMISSIONERS OF ALLEGANY COUNTY, MARYLAND (the “County”).

RECITALS:

WHEREAS, the City contracted with **Shirley A. Wade** (“Wade”) to provide clerical services for the Allegany County Narcotics Task Force (ACNTF) as a temporary employee, working approximately twenty hours per week;

WHEREAS, in that ACNTF provides services that benefit the citizens of Allegany County as a whole, including, but not limited to, those who reside within the City of Cumberland, the City and the County have agreed to share equal responsibility for the payment of Wade’s compensation; and

WHEREAS, The City and County will compensate Wade for her services at a rate of \$24.81/hour, said compensation to be paid by the City directly to Wade;

WHEREAS, the Employment Agreement and Wade’s employment with the City of Cumberland is contingent upon the funding of her position pursuant to the terms of this MOU;

WHEREAS, the parties hereto are entering into this MOU for the purpose of formalizing their understandings regarding the foregoing.

WHEREAS, the Allegany County Combined Criminal Investigation Unit Advisory Board who governs the Allegany County Narcotics Task Force discussed the issue and approved Wade’s salary by vote at the April 12, 2023, board meeting.

WITNESSETH:

NOW THEREFORE, in consideration of the mutual covenants of the parties hereto set forth below and for the other good and valuable consideration, the receipt and sufficiency of which both parties acknowledge, the parties hereto agree as follows:

1. The Recitals set forth above are not merely prefatory. They are incorporated by refence herein as though they were set forth in full herein, it being the intention of the parties that they form a part of this MOU.
2. The City of Cumberland will remit compensation directly to Wade for the services she provides as a temporary clerical employee at the rate of \$24.81/hour.
3. The County will reimburse the City for 50% or one-half (1/2) of all amounts paid to Wade as compensation, said reimbursement to be made no later than thirty (30) days from the date the City invoices the County.
4. This MOU shall remain in full force and effect for so long as Wade provides clerical services for the benefit of ACNTF; however, it may be terminated by either party hereto upon the provision of no less than thirty (30) days advance written notice to the other party. Said notice shall be provided to the City Administrator or the County Administrator, as the case may be.

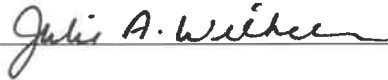
5. This MOU is and shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representative, successors and assigns.

6. The laws and decision of the State of Maryland shall govern and control the construction, enforceability, validity and interpretation of this MOU, and all other agreements, instruments, documents, exhibits, or schedules executed by the parties pertaining or relating to this MOU or the transaction contemplated herein.

IN WITNESS WHEREOF, the parties have executed this MOU on the date first set forth above.

WITNESS/ATTEST

**MAYOR AND CITY COUNCIL OF
CUMBERLAND, MARYLAND**





Raymond M. Morriss, Mayor

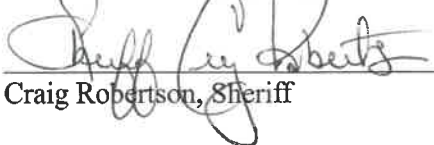

John "Chuck" Ternent, Chief of Police

**BOARD OF COUNTY COMMISSIONERS OF
ALLEGANY COUNTY, MARYLAND**


David J. Caporale, Commissioner


William R. Atkinson, Commissioner


Crede V. Brodie, Jr., Commissioner


Craig Robertson, Sheriff

File Attachments for Item:

. Order 27,315 - authorizing the Chief of Police to enter into an Updated Memorandum of Understanding with Allegany County to employ a temporary civilian employee for the purpose of providing clerical services to the Allegany County Narcotics Task Force (ACNTF)

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

ORDER NO. 27,315

DATE: September 5, 2023

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

THAT, the Chief of Police be and is hereby authorized to enter into an Updated Memorandum of Understanding (M.O.U.) with Allegany County to employ a temporary civilian employee to provide clerical services to the Allegany County Narcotics Task Force (ACNTF).

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: September 5, 2023

Key Staff Contact: Chief John “Chuck” Ternent

Item Title: ACNTF Temporary Civilian employee MOU

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

Authorize the Chief of Police to enter into an Updated Memorandum of Understanding with Allegany County to employ a temporary civilian employee to provided clerical services to the Allegany County Narcotics Task Force (ACNTF).

Amount of Award:

Budget number:

Grant, bond, etc. reference:

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDESTANDING (“MOU”) is made and executed on this ____ day of _____, 2023, by and between the Mayor and City Council of Cumberland (the “City of Cumberland”), the City of Frostburg, the Board of County Commissioners of Allegany County, Maryland, and Frostburg State University.

RECITALS:

WHEREAS, the City of Cumberland contracted with **Christine Howard** (“Howard”) to provide clerical services for the Allegany County Combined Criminal Investigation Unit (C3I) as a temporary employee, working approximately twenty hours per week;

WHEREAS, in that C3I provides services that benefit the citizens of Allegany County as a whole, including, but not limited to, those who reside within the municipalities of Allegany County as well as Frostburg State University who have agreed to share equal responsibility for the payment of Howard’s compensation; and

WHEREAS, The City of Cumberland, Allegany County, City of Frostburg, and Frostburg State University will compensate Howard for her services at a rate of \$19.04/hour, said compensation to be paid by the City directly to Howard;

WHEREAS, the Employment Agreement and Howard’s employment with the City of Cumberland is contingent upon the funding of her position pursuant to the terms of this MOU;

WHEREAS, the parties hereto are entering into this MOU for the purpose of formalizing their understandings regarding the foregoing.

WHEREAS, the Allegany County Combined Criminal Investigation Unit Advisory Board discussed the issue and approved Howard’s salary by vote at the April 12, 2023, board meeting.

WITNESSETH:

NOW THEREFORE, in consideration of the mutual covenants of the parties hereto set forth below and for the other good and valuable consideration, the receipt and sufficiency of which both parties acknowledge, the parties hereto agree as follows:

1. The Recitals set forth above are not merely prefatory. They are incorporated by refence herein as though they were set forth in full herein, it being the intention of the parties that they form a part of this MOU.
2. The City of Cumberland will remit compensation directly to Howard for the services she provides as a temporary clerical employee at a rate of \$19.04/hour.
3. Allegany County will reimburse the City for 25%, the City of Frostburg will reimburse the City for 25%, and Frostburg State University will reimburse the City for 25% of all amounts paid to Howard as compensation, said reimbursement to be made no later than thirty (30) days from the date the City invoices the County.

4. This MOU shall remain in full force and effect for so long as Howard provides clerical services for the benefit of C3I; however, it may be terminated by either party hereto upon the provision of no less than thirty (30) days advance written notice to the other party. Said notice shall be provided to the Cumberland City Administrator, Frostburg City Administrator, the President of Frostburg State University or the County Administrator, as the case may be.

5. This MOU is and shall be bending upon and inure to the benefit of the parties hereto, and their respective heirs, personal representative, successors and assigns.

6. The laws and decision of the State of Maryland shall govern and control the construction, enforceability, validity and interpretation of this MOU, and all other agreements, instruments, documents, exhibits, or schedules executed by the parties pertaining or relating to this MOU or the transaction contemplated herein.

IN WITNESS WHEREOF, the parties have executed this MOU on the date first set forth above.

WITNESS/ATTEST

**MAYOR AND CITY COUNCIL OF
CUMBERLAND, MARYLAND**

John A. Wick

Raymond M. Morriss, Mayor

John "Chuck" Ternent

John "Chuck" Ternent, Chief of Police

**BOARD OF COUNTY COMMISSIONERS OF
ALLEGANY COUNTY, MARYLAND**

David J. Caporale

David J. Caporale, Commissioner

William R. Atkinson

William R. Atkinson, Commissioner


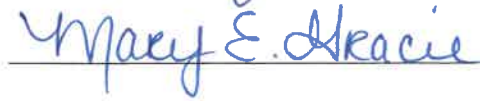
Creade V. Brodie, Jr.

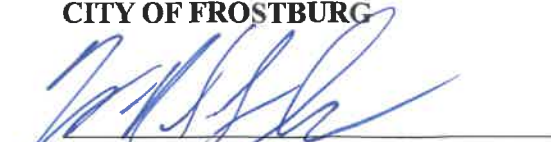
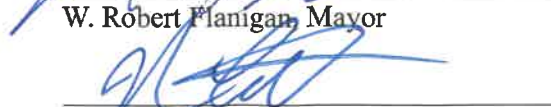
Creade V. Brodie, Jr., Commissioner

Craig Robertson



Craig Robertson, Sheriff


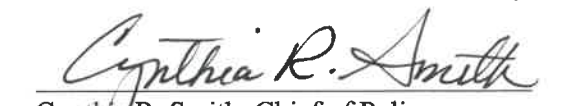
CITY OF FROSTBURG


W. Robert Flanigan, Mayor

Nicholas J. Costello, Chief of Police

FROSTBURG STATE UNIVERSITY


Troy Donoway, Vice President
Administration and Finance Division

Cynthia R. Smith, Chief of Police

File Attachments for Item:

. Order 27,316 - rescinding the bid of Steve Flanders for surplus equipment Ingersoll Garden Tractor with Plow due to non-compliance with bid procedures, and accepting the bid of \$285 from Timothy McDermott for said equipment

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

ORDER NO. 27,316

DATE: September 5, 2023

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

THAT, the bid for an Ingersoll Garden Tractor with Plow, Bid Item No. 5 from the “2023 Sale of Surplus Vehicles and Equipment on GovDeals” accepted from Steve Flanders and authorized by Order No. 27,227, be and is hereby rescinded due to non-compliance with bid procedures; and

BE IT FURTHER ORDERED, that the bid of Timothy McDermott for said equipment be and is hereby accepted:

Bid Item No.	Unit #	Make	Bidder	Bid Amount
5	DDC 4016	Ingersoll Garden Tractor with Plow	Timothy McDermott	\$ 285.00

Raymond M. Morriss, Mayor

Cumberland City Council & Mayor, MD
57 N Liberty St
Cumberland, MD 21502-2312



We require at least 24-hour notice prior to picking up your item. Please note: you may be turned away if you show up without a scheduled appointment.

Bill of Sale Date: 24 Aug 2023
Asset ID: 30

Bill of Sale ID: 824202330
Inventory ID: DDC 4016
Award Amount: \$285.00 USD

Asset Information



Description: Ingersoll Garden Tractor with Plow

VIN/Serial:

Year: Make/Brand: Ingersoll

Model: 4016

Meter: 687 Hours (Accurate?: Yes)

Body: Trim:

Color:

Title Restriction: Not Applicable

Sale Information

Actual Sold Amount: \$285.00 USD

Paid On: Not Paid

Other Amount: \$0.00 USD

Other Amount Description:

Buyer's Premium: \$35.62 USD

Total Amount: \$320.62 USD

Buyer Information

Timothy McDermott
14949 Old Frederick Rd
Woodbine, MD 21797
USA
tmdernott@gmail.com
4438273799

Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid.

Buyer/Agent Signature: _____

Print Name: _____

Date: _____

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

ORDER NO. 27,227

DATE: May 2, 2022 ³

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

THAT, the following bids received for the "2023 Sale of Surplus Vehicles and Equipment on GovDeals " be and are hereby accepted, and all other bids received be and are hereby rejected:

	Unit #	Year	Make	Bidder	Bid Amount
1.	720 - WWTP		Taylor Forklift	Matthew Schaedler	\$5,417.00
2.	Hoist 1 and 2 - WFP		Two Spacemaster EC 2 Ton Hoist	Michael Tyson	\$205.00
3.	EM - WWTP		Electric Motor	Marcelo Rascon	\$103.00
4.	DDC 446		Ingersoll Garden Tractor with Sweeper	Wayne Long	\$675.00
5.	DDC 4016		Ingersoll Garden Tractor with Plow	Steve Flanders	\$590.00
6.	John Deere 924-1 Flood		John Deer Rotary Mower	Lee Rosson	\$10,100.00
7.	246 - street (Roller)		Stow Econ R-2000 Roller	Turner Alther	\$1,275.00
8.	228 Dump Truck	2005	International 7400 4X4	Dave Burgmeier	\$20,225.00
9.	Police - Crown Victoria	2006	Ford Crown Victoria	Anthony Richardson	\$1,004.00
10.	609	2006	Chevrolet Express Van	Jeremy Johnson	\$9,900.00
11.	F-250 SD XL	2003	Ford F-250 SD XL 2WD	Amber Haines	\$1,450.00
12.	606 - Sewer	2004	Chevrolet Silverado 3500 Work Truck 4WD	Jackie Kelly	\$9,900.00
13.	313 Water Dis.	1997	Chevrolet Express Van 3500	James Jackson	\$1,500.00
14.	305 Water Dis.	2004	Ford F-550 Dump Truck XL SD	Paul Callahan	\$11,000.00
15.	601 - Sewer	2012	Ford Escape XLT	Jeff McCoy	\$4,902.00

	Unit #	Year	Make	Bidder	Bid Amount
16.	112 Community Development	2005	Chevrolet TrailBlazer LS	Lindsey Black	\$1,775.00
17.	Car 2 - Fire	2008	Dodge Durango 4 x 4	Greg Thomas	\$1,800.00
18.	Car 3 - Fire	2000	Jeep Cherokee 4X4	Eridanni Leon	\$2,325.00
19.	Car 1 - Fire	2004	Chevrolet Tahoe	Philip Mayton	\$3,175.00
20.	113 Engineering	1996	Jeep Cherokee 4X4	Dmitriy Nechayev	\$5,050.00
21.	2 - police	2006	Dodge Durango 4 x 4	Anthony Richardson	\$1,125.00
22.	304 - water dis.	2005	Chevrolet Silverado 3500 Work Truck Crew Cab 4WD	Chris Cowles	\$8,300.00
			TOTAL		\$101,796.00

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,317 - declaring computer equipment as surplus property and authorizing it to be scrapped or e-cycled

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

ORDER NO. 27,317

DATE: September 5, 2023

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

WHEREAS, the Mayor and City Council authorize this equipment to be scrapped or e-cycled;

IT IS THEREFORE ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, THAT, the following equipment is hereby declared to be surplus property and authorized to be scrapped or e-cycled:

Item	Serial Number
HP Elitebook 8460p	CNU1382BLP
Gateway M285E	36946990
Lenovo ThinkCentre	PB003668
Dell Opti3050	1SBV4F2
Lenovo E73 ThinkCentre	PC082NYM
Dell Optiplex 9020	9P6TQ52
Dell Optiplex 3040	6WRK2F2
Lenovo M710t ThinkCentre	MJ05J1N7
Apple iPad Pro	DMPW9CX3J2D1
Dell Optiplex 3040	1ZBV4F2
LenovoThinkCentre M93P	PB003668
Cisco 7821 IP Phone	wzp20180civ
Lenovo ThinkCentre E73	PB02GW1Y
Lenovo ThinkCentre Edge 72	PBHAKPF
VinPower	VIN6034692
IBM 6400 Line Printer	
Cisco 7821 IP Phone	WZP201304AZ

Item	Serial Number
Cisco 7821 IP Phone	WZP20180BGG
Cisco 7821 IP Phone	WZP20180C2L
HP P27V G4 Monitor	1CR03828VP
Lenovo ThinkCentre m710e	YL0019C0
Lenovo S510	PCOKG7TJ
Square S089	831 SS089001813
Lenovo IdeaPad 320-15ABR	PF9XB8130001
Cisco 2901	FJC2025A0DG
Palo Alto PA 3050	p/n 520-000070
DataLux Monitor	
DataLux Kbd	
DataLux Kbd	
Apple iPad 4 th Gen	dmrjl1upf182
Apple iPad 4 th Gen	dmphvnhfdvvgg
Ithica Model 53	AN001845156
Gateway 900W	MSX6A50N06016
NEC LCD1712	43159491GA
Acer AL1916W	81005105742
Gateway FPD1765	ME55790L02254
Envision EN-7199si	12439JA018582
Acer AL1916A	62900930942
Acer AL1916C	71800763139
Acer S230HL	72002440924
Sony Vaio	R5378372
Microtek Scanmaker x6	
Gateway GID-R20	13338351
Lenovo Thinkpad	10L17238
IBM 2 Terminals?	
IBM Pageprinter	
Radius M-2F	1761BBA42003400
Samsung 770TFT	CN17H1CR622910D

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,318 - authorizing the execution of an Encroachment Agreement by and between the Mayor and City Council, Uhl Enterprises, Inc. and Uhl Real Estate, LLC for the purpose of installing overhead lines for fiber to run across Davidson Street and Charles Street

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

ORDER NO. 27,318

DATE: September 5, 2023

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

THAT, the Mayor be and is hereby authorized to execute an Encroachment Agreement by and between the Mayor and City Council of Cumberland, Uhl Enterprises, Inc. and Uhl Real Estate, LLC for the purpose of installing overhead lines for fiber to run across Davidson Street and Charles Street at the location shown on the plat attached and referenced herein as Exhibit A.

Raymond M. Morriss, Mayor

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (“Agreement”) is made this ____ day of September, 2023, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **Uhl Enterprises, Inc.**, a Maryland corporation, and **Uhl Real Estate, LLC**, a Maryland limited liability company (collectively referred to hereinafter as the “Owners”).

RECITALS:

WHEREAS, Uhl Enterprises, Inc. owns the real property and the improvements thereon located at 207-213 Davidson Street, Cumberland, MD 21502 and 75 Henderson Avenue, Cumberland, MD 21502.

WHEREAS, Uhl Real Estate, LLC owns the real property and the improvements thereon located at 81 Henderson Avenue, Cumberland, MD 21502.

WHEREAS, Uhl Enterprises, owns and operates the business commonly known as Queen City Motors which does business at the properties identified above, the said properties hereinafter being referred to as the “Properties”.

WHEREAS, the Owners have requested an encroachment (the “Encroachment”) into the rights of way of Davidson Street and Charles Street for the purpose of installing overhead lines for fiber (the “Lines”) to run across Davidson Street and Charles Street at the locations shown on the plat attached hereto and incorporated by reference herein as Exhibit A.

WHEREAS, the City has agreed grant the Owners the Encroachment subject to the terms and conditions set forth below.

WITNESSETH:

NOW THEREFORE, 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 City and the Owners hereby agree as follows:

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

2. Grant of License. The City hereby licenses and permits the Owner to utilize the Encroachment for the purposes set forth in the Recitals above, but only at the location shown on the said plat. It is understood that this Agreement grants the Owners a license for the Encroachment. It is not and should not be considered a conveyance or permanent grant of an easement in the area encroached upon. The grant of the said license confers no right, title or interest in and to the City’s property other than the right to install

the Lines at the locations shown on Exhibit A. The Lines must be at least fifteen feet six inches (15'6") above the road surface for the entire length of the Lines which pass over Davidson Street and Charles Street until such time as they are removed. The Lines may not be affixed to City-owned property.

3. Duration. It is understood and agreed that the license for the Encroachment herein granted is temporary in nature. The City may terminate this Agreement at any time and for any reason or no reason at all. In the event the City terminates this Agreement, the Owners, at their sole cost and expense, shall remove the Lines. Said removal shall be effected no later than sixty (60) days from the date of the City's demand therefor. In the event the Owners fail to remove the Encroachment within the aforesaid time frame and/or they cause damages to City property in doing so, the City may effect the said removal and/or repair, and the Owners shall indemnify the City for the costs it incurs in doing so.

4. Construction. The Lines shall be attached to poles located on the Properties which were or will be installed by the Owners. The installation of the Lines within the area of the Encroachment shall be undertaken, completed and at all times maintained by the Owners in a good and/or workmanlike manner, using sound construction, engineering and/or maintenance techniques and practices. To the extent that any permits are required for the installation of the Lines, the Owners shall apply for and obtain them at their sole cost and expense. This Agreement shall not be deemed to constitute such a permit or an application therefor.

5. Indemnification; Insurance.

5.1. Indemnification. The Owners, for themselves and on behalf of all future owners of the Properties, hereby agree to indemnify and hold the City harmless from and against any and all liabilities, damages, claims, costs and expenses, including, but not limited to, attorneys' fees, court costs and litigation expenses, which may be imposed upon or asserted against the City arising from or in any way associated with the Encroachment, the Owners' breach of the terms of this Agreement and/or any acts or omissions occurring within or related to the area in which the Encroachment is located.

5.2. Insurance. The Owners shall maintain commercial general liability policies covering the Encroachment area for the greater of (i) \$2,000,000.00 per claim and in the aggregate or (ii) the amount of coverage provided by existing policies. The policies shall name the City as an additional insured and shall require that they provide the City with no less than thirty (30) days' notice of their cancellation or non-renewal or as much notice as the insurers will provide, whichever is less.

6. Agreement Runs with Land. This Agreement shall be binding upon the Owners and its successors and assigns. This Agreement will run with the title to the Property and will be binding on the City and the Owners and all future owners of the Properties, including, without limitation, the Owners' successors and assigns.

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

8. **Entire Agreement.** This Agreement contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement.

9. **Waiver.** The City's indulgence with respect to any of the terms and conditions of this Agreement or its failure to exercise any of its rights thereunder shall not constitute a waiver thereof, and the Owners shall remain liable and responsible for the strict performance of such terms and conditions.

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

11. **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.

12. **Jury Trial Waiver.** **THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OF THEM MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT.**

WITNESS the hands and seals of the parties hereto the day and year first above written.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

Allison Layton, City Clerk

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

UHL ENTERPRISES, INC.

By: _____(SEAL)
Timothy Uhl, President

UHL REAL ESTATE, LLC

By: _____(SEAL)
Timothy Uhl, President

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

I HEREBY CERTIFY, that on this ____ day of _____, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morris**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the 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 municipal corporation and that he is duly authorized by it to make this acknowledgment..

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

I HEREBY CERTIFY, that on this ____ day of _____, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Timothy Uhl**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the President of Uhl Enterprises, Inc. and Uhl Real Estate, LLC, and acknowledged the foregoing to be the act and deed of the said Uhl Enterprises, Inc. and Uhl Real Estate, LLC and further acknowledged that he is duly authorized by them to make this acknowledgment..

WITNESS my hand and Notarial Seal.

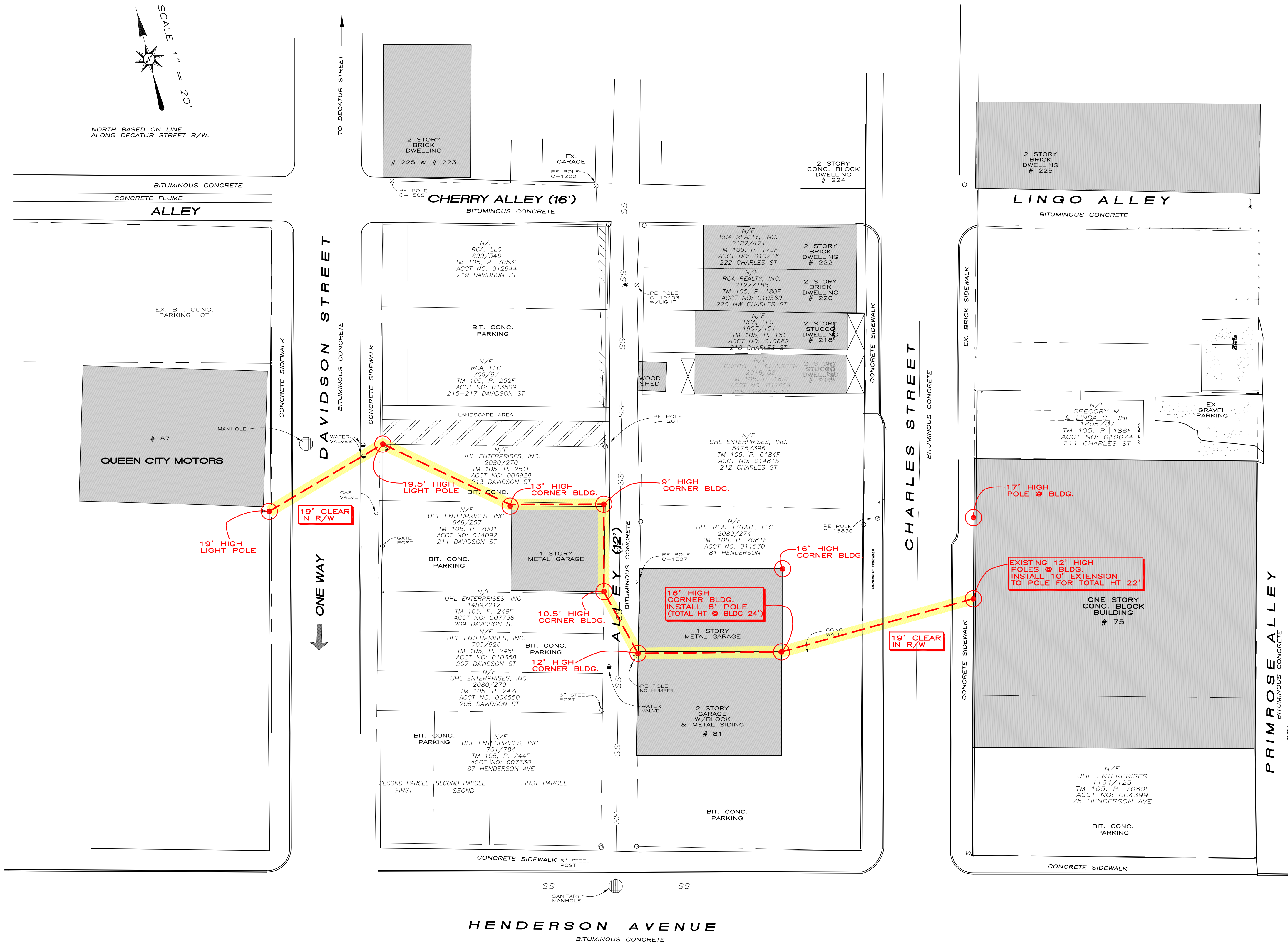
NOTARY PUBLIC

My Commission Expires: _____

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

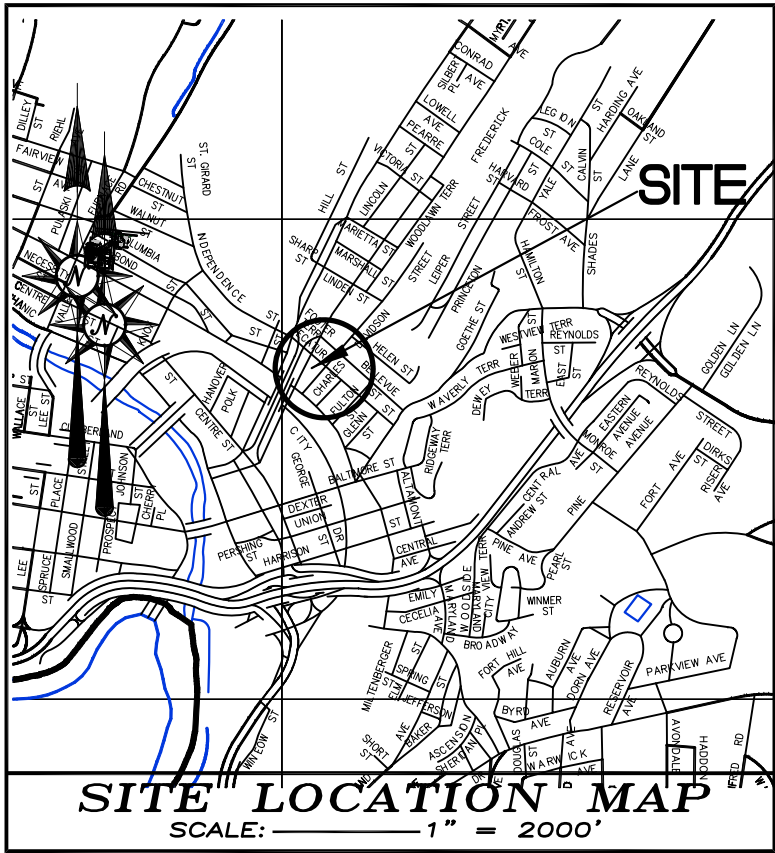
MICHAEL SCOTT COHEN

EXHIBIT A



SURVEYOR'S CERTIFICATION
I hereby certify that in JULY, 2023, I made a survey of the land shown hereon and that this plan is made in accordance with the field notes and computations of said survey, and further certify the same to be complete and accurate.
Michael R. Coughenour
Michael R. Coughenour
Property Line Surveyor
MD REG. NO. 443
EXP. DATE: 12/9/2024

PROPOSED SITE PLAN
SCALE: 1" = 20'



COUGHENOUR SURVEYING

P.O. BOX 909 • ELLERSLIE, MD 21529
TELEPHONE NO. 301-771-1222 • coughenoursurveying@verizon.net

PROPOSED SITE PLAN FOR QUEEN CITY MOTORS
FOR
ADVANTAGE COMPUTER

LOCATED AT
HENDERSON AVENUE
ALLEGANY COUNTY ELECTION DISTRICT NO. 23
CUMBERLAND MARYLAND

DRAWING NUMBER:
1 of **1**
PROJECT NUMBER:
223038-3271



PREPARED FOR:
ADVANTAGE COMPUTER
824 LAFAYETTE AVENUE
CUMBERLAND, MD 21502
TELEPHONE: 301-724-3292

REVISIONS:
DATE:
DRAWN BY: D. L. COUGHENOUR
CHECKED BY: M. COUGHENOUR
DATE: JULY, 2023
SCALE: 1" = 20'
FIELD BOOK: 3271QUEEN-NEW CRP APPROVED BY: M.R. COUGHENOUR