



Mayor and City Council of Cumberland

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

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

AGENDA

M&CC Public Meeting
City Hall, Cumberland, MD

DATE: August 16, 2022

OPEN SESSION - 6:15 p.m.

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

1. Statement of closed meeting held August 16, 2022

Presentations

1. Certificates of Recognition presented to organizations who supported and unified the community through festivals and events

Director's Reports

(A) Public Works

1. Maintenance Division monthly report for July 2022

(B) Fire

1. Fire Department monthly report for July, 2022

(C) Police

1. Police Department monthly report for July, 2022

(D) Utilities - Flood, Water, Sewer

1. Utilities Division Flood/Water/Sewer monthly report for June, 2022

Approval of Minutes

1. Approval of the Closed and Work Session Minutes of April 5, 2022, the Closed and Work Session Minutes of April 12, 2022, and the Work and Regular Session Minutes of April 19, 2022

Unfinished Business

(A) Ordinances

- 1. Ordinance No. 3922 (2nd and 3rd readings)** - (ZTA #22-02) to amend the definition for the Residential-Office (R-O) Zoning District set forth in Section 25-101(b)(5) of the City Code and amend the Use Regulations Table set forth in Section 25-143 to include "Dwelling Units / Mixed Uses" as a permitted use in the R-O District
- 2. Ordinance No. 3923 (2nd and 3rd readings)** - accepting the bid from Kevin and Anita Thacker for the purchase of surplus properties at 7 and 9 Arch Street for the amount of \$100.00 and authorizing execution of a deed to effect the conveyance
- 3. Ordinance No. 3924 (2nd and 3rd readings)** - accepting the bid from Kevin and Anita Thacker for the purchase of surplus property at 105 Grand Avenue for the amount of \$100.00 and authorizing execution of a deed to effect the conveyance

New Business

(A) Resolutions

- 1. Resolution No. 2022-06 (1 reading)** - granting the Cumberland Outdoor Club a property tax credit for tax years 2022-2023 pursuant to Section 9-302(f) of the Tax Property Article of the Annotated Code of Maryland

(B) Ordinances

- 1. Ordinance 3925 (1st reading)** - accepting the bid from Floyd F. Gregory for the purchase of surplus property located at 728 Baker Street for the amount of \$500.00

(C) Orders (Consent Agenda)

- 1. Order 27,051** - authorizing the Chief of Police to enter into a Memorandum of Understanding (MOU) with the Allegany County Health Department to receive grant funding in the amount of \$14,241 for overtime for officers to conduct drug interdiction events with the goal of reducing the illicit supply of opioids in Cumberland and Allegany County
- 2. Order 27,052** - authorizing the Chief of Police to enter into a Memorandum of Understanding (MOU) with the Allegany County Health Department to receive grant funding in the amount of \$3,000 for officers to work medication pickup and takeback events in an attempt to prevent opioid misuse
- 3. Order 27,053** - authorizing Special Taxing District residential exemptions for 45 N. Centre Street (\$681.87); 43-45 N. Liberty Street (\$203.99); 50-52 N. Centre Street (\$300.73); 107 S. Centre St. (668.21); and 47 Baltimore Street (\$372.59)
- 4. Order 27,054** - authorizing the Chief of Police to accept a FY23 MCIN Grant in the amount of \$256,878.00 to be used for overtime to support crime reduction patrols, targeted enforcement, intelligence gathering, apprehension of violent criminals, and streamlining information sharing to address gang and drug trafficking

- 5. Order 27,055** - authorizing the Sole Source purchase of water meters and smartpoints from L/B Water Service in the amount not-to-exceed \$170,000 for FY23
- 6. Order 27,056** - authorizing the purchase of 2K feet of 6" C900 PVC water pipe from L/B Water Service, Inc. for the Avondale Ave. Water Line Project in the not-to-exceed amount of \$33,280 for FY23
- 7. Order 27,057** - accepting the proposal of Bennett, Brewer & Associates for the "Final Design of the South End Water Main Replacement Project (2-22-W)" in the not-to-exceed lump sum amount of \$221,664 to include additional coordination and field investigation, permitting, base mapping and finalization of plans and specs
- 8. Order 27,058** - authorizing the execution of a Quitclaim Bill of Sale to transfer ownership of the Fayette Street Bridge from CSX to the City
- 9. Order 27,059** - authorizing the execution of a Construction Agreement with CSX outlining the terms for the removal and replacement of the Fayette St. Bridge (43-18-BR)
- 10. Order 27,060** - authorizing the execution of Change Order No. 2 with Carl Belt, Inc. for the "Decatur Street 24" Crosstown Water Main Replacement Project (31-17-W)" adding 51 calendar days for final completion, setting the final completion date at September 30, 2022, and increasing the contract price to the not-to-exceed amount of \$79,966.60 due to additional materials and needed work. This brings the new total contract price to \$3,192,852.55.
- 11. Order 27,061** - authorizing the execution of Change Order No. 1 to the Non-Residential Mowing Contract (2022-15-M) to add and remove properties recently acquired or sold by the City at various locations within City limits for the not-to-exceed cost of \$1,500.00, bringing the new contract amount to \$42,500
- 12. Order 27,062** - authorizing the Chief of Police to enter into a Memorandum of Understanding (MOU) with the Family Crisis Resource Center for the reimbursement of police overtime costs not to exceed \$8,000 to provide Domestic Violence Response Team (DVRT) follow-ups
- 13. Order 27,063** - authorizing the City Administrator to execute a Letter of Agreement with Carver Community Center, Inc., stating that Carver accepts the assignment of the African American Heritage Preservation Program Grant Agreement that was originally assigned to the City effective April 28, 2021, and that the City agrees to provide matching funds for the grant in the amount of \$100,000 as well as construction management and grant administration services
- 14. Order 27,064** - adopting the Strategic Economic Development Plan dated February, 2022, prepared by RKG Associates, inc.
- 15. Order 27,065** - accepting the proposal from Local Government Insurance Trust (LGIT) to provide insurance coverages for FY23 for property, general and excess liability, police legal liability, auto comprehensive and liability, and boiler/machinery for the amount not-to-exceed \$341,434.00

- 16. Order 27,066** - accepting the proposal from CBIZ Insurance Services, Inc. to provide Public Officials Liability coverage for FY23 through Ace American Insurance for the amount not-to-exceed \$25,067
- 17. Order 27,067** - accepting the Sole Source proposal of Belt Paving, Inc., to pave Footer Place and the Decatur Street cross-streets, to include Davidson, Charles, Fulton, and Glenn, for the not-to-exceed lump sum cost of \$147,767
- 18. Order 27,068** - accepting the proposal from CBIZ Insurance to provide general and excess liability coverage through Northland Casualty Co. for the Cedar Street CSO Underground Sewage Line with a rider for the Industrial Boulevard / RT 51 Water Line, effective July 28, 2022 to July 28, 2023, for the amount not-to-exceed \$26,559
- 19. Order 27,069** - approving a \$30,000 forgivable loan through the Revolving Loan Fund to Dominic Dearcangelis to supplement Allegany County funding for a renovation project at 432 N. Centre Street
- 20. Order 27,070** - accepting the proposal from PMA Companies to provide Workers Compensation Insurance for Fiscal Year 2023 for the estimated amount of \$1,005,788 and authorizing execution of a Prefund Deductible Reimbursement and Security Agreement to effect the coverage
- 21. Order 27,071** - accepting the sole source proposal from Amazon Web Services to provide server hosting and support services for FY23 for the amount not-to-exceed \$30,000
- 22. Order 27,072** - accepting the proposal from CBIZ Insurance Services, Inc. to provide risk management services for FY23 for the amount not-to-exceed \$34,125
- 23. Order 27,073** - appointing individuals to various boards and commissions of the City

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Maintenance Division monthly report for July 2022

MAINTENANCE DIVISION REPORT

July 2022

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

Central Services Report

Arborist Report

**PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
JULY 2022**

- **POTHoles AND COMPLAINTS**
 - Patched potholes on 19 streets & 2 alleys using 9 tons of hot mix asphalt

- **UTILITY HOLES**
 - Completed 5 concrete utility holes for the Water Dept. using 2.25cy of concrete
 - Completed 8 asphalt utility holes for the Water Dept. using 17t of hot mix asphalt
 - Completed 2 brick utility holes for the Water Dept.
 - Completed 2 asphalt utility holes for the Sewer Dept. using 4.5t of hot mix asphalt
 - Completed 1 brick utility hole for the Sewer Dept.

- **TREE & BRUSH WORK**
 - Completed 19 work orders for tree & brush removal/trimming

- **MISCELLANEOUS**
 - Completed 65 Work Orders
 - Cleaned Underpass, McMullen Bridge, Washington St Bridge, Fayette St. Bridge, Cumberland St. Bridge 5 times.
 - Picked up 8 dead animals
 - Picked up trash/discarded items on 3 occasions
 - Cleaned Municipal Center shop once a week
 - Conducted monthly safety meeting
 - Set out traffic control & worked Overtime for 4th of July Fireworks
 - Worked Overtime on weekends @ parks & parklets
 - 1 employee completed Traffic Manager's Temporary Traffic Control Course
 - 2 employees completed Chainsaw Safety Training
 - Installed underdrain for natural spring on South St. @ Oldtown Rd.
 - Continued with tractor mowing of right-of-ways

STREET MAINTENANCE - JULY 2022		7/1	7/5-7/8	7/11-7/15	7/18-7/22	7/25-7/29	TOTAL
SERVICE REQUEST COMPLETED		5	27	9	14	10	65
PAVING PERFORMED	Tons						0
CONCRETE WORK	Cy						0
UTILITY HOLES REPAIRED	Water	1	2	3	2	5	13
	Sewer			2			2
	Cy					2.25cy	2.25cy
	Tons	3.5t	1t	15t	2t		21.5t
POTHoles FILLED	Streets		10		9		19
	Alleys		1	1			2
	Days		2	1	2		5
	Cold Mix						0
	Tons		5t	1t	3t		9t
PERMANENT PATCH	Cy						0
	Tons			3.5t			3.5t
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED							0
STREET NAME SIGNS REPAIRED/INSTALLED							0
HANDICAPPED SIGNS	Repaired						0
	Installed						0
	Removed						0
CURB PAINTING PERFORMED	Blue						0
	Yellow						0
	Red						0
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	Loads	1	9	13	0	1	24
	Miles	16	182	183	0	25	406
SWEEPER DUMPS HAULED TO LANDFILL	Tons				14.89t		14.89t
STREET MILLING	Days						0
CLEANED BALTIMORE ST. UNDERPASS	Days	1	1	1	1	1	5
TRAFFIC CONTROL	Events		1		2	3	6
SNOW REMOVAL	Days						0
CLEAN TRUCKS	Days			1		1	2
SHOVEL & SALT SIDEWALKS	Days						0
BRUSH REMOVAL/TREE WORK	Areas	4	10	2	1	2	19
CHECK DRAINS/CLEAR DEBRIS	Days						0
STREET TRACTOR MOWING	Days			5	5	3	13
HAUL/SPREAD MULCH	Days						0

Picked up trash/discarded furniture on 3 occasions
 Picked up 8 dead animals
 Performed preventative maintenance and cleaned Loader @ Municipal Center
 Cleaned Municipal Center shop once a week
 Conducted monthly safety meeting
 Set out traffic control & worked Overtime for 4th of July Fireworks
 Worked Overtime on weekends @ parks & parklets
 1 employee completed Traffic Manager's Temporary Traffic Control Course
 2 employees completed Chainsaw Safety Training

**PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
JULY 2022**

- Constitution Park , Mason's Complex and Area Parklets
 - Cleaned up garbage 3 times a week
- Washington Headquarters
 - Cleaned up garbage 5 times a week
- Parks & Parklets Mowing
 - Constitution Park
 - Mowed 10 days
 - Mason's Complex
 - Mowed 4 days
 - Parklets
 - Mowed 10 days
- Ball Fields
 - Flynn Field
 - Mowed 1 time
 - Drug 3 times
 - Lined 12 times
 - Northcraft Softball Field
 - Mowed 1 time
 - Lined 1 time
 - Nonneman Softball Field
 - Mowed 2 times
 - Cavanaugh Field
 - Mowed 2 times
 - Drug 1 time
 - Lined 2 times
 - Abrams Field
 - Mowed 3 times
 - Drug 2 times
 - Lined 10 times

- Long Field
 - Mowed 4 times
 - Drug 2 times
 - Lined 10 times
- JC Field
 - Mowed 2 times
- Bowers Baseball Field #1
 - Mowed 1 time
 - Lined 4 times
- Bowers Baseball Field #2
 - Mowed 1 time
 - Lined 4 times
- Bowers Football Field
 - Lined 1 time
- Galaxy Field
 - Mowed 1 time
 - Lined 2 times
- United Field
 - Mowed 2 times
- Nonneman Soccer Field
 - Lined 2 times
- Nonneman Jr. Soccer Field
 - Lined 1 time
- Northcraft Soccer Field
 - Lined 3 times

■ Miscellaneous Work

- Performed preventative maintenance on mowers, trimmers & blowers
- Prepared feed & bedding for ducks & geese @ the Duck Pond
- Cleaned & performed preventative maintenance on Park & Rec vehicles
- Made repairs to bathrooms @ Mason's Complex & Constitution Park
- Worked weekend OT for trash pickup, pavilion readiness, concerts & movie
- Performed pool maintenance several times a week
- Removed & installed/painted several wooden posts @ Constitution Park
- Removed damaged or un-needed grills @ Constitution Park
- Planted flowers & mulched signage areas @ Constitution Park
- Lowered & raised flags @ parks per Presidential orders on several occasions
- Made repairs to benches @ Constitution Park

**FLEET MAINTENANCE
MONTHLY REPORT
JULY 2022**

DEPARTMENT	REPAIRS
Central Services	1
Community Development	0
DDC	0
Engineering	0
Fire	11
Flood	0
MPA	0
P & R Maintenance	16
Police	20
Public Works	0
Sewer	8
Snow Removal	0
Street Maintenance	41
Water Distribution	29
WFP	0
WWTP	0
In House Fleet Maintenance Projects	8
Scheduled Preventative Maintenance	5
Field Service Calls	16
Total Fleet Maintenance Projects	155
Total Repair Orders Submitted	34
Fleet Maintenance Risk Management Claims	0

CENTRAL SERVICES MONTHLY REPORT JULY 2022

- **City Hall:** Disinfecting the AHU's 3 times a week because of COVID. Finished up the painting of the second floor conference room. Replaced the carpet and cove molding in the second floor conference room. Replaced all the accent lights around the outside of the building with new LEDs that can change colors for the different occasions. Installed new COVID shields (Plexiglas) in the HR office.
- **Municipal Service Center:** Disinfecting the RTU's 3 times a week because of COVID. Replaced the batteries in the main UPS system that powers the data rack. Removed a light pole in the back of the parking lot and pulled the wire from the conduit where the new building is going. Replaced all the air regulators and dryers on the mechanic shop air system.
- **Public Safety Building:** Disinfecting the AHU's 3 times a week because of COVID. Building a new office in the Engineering Department. Removing two doors and frames that are not needed anymore in the Engineering Department. Repaired the main inner lobby door magnet lock. (Replaced the power supply and back up battery). Repaired the door lock and handle on the C3I file room 3rd floor. Installed the new camera in the IT room 2nd floor Police side.
- **Fire Stations #2:** Checked the A/C split units and cleaned the outside units to make sure working properly. Checked the refrigerant charge on the unit for the front room was low. Garage door maintenance (greased the track and checked the drive chain)
- **Canadian Hose House:** Check the Building twice a month to make sure that the boiler is working properly and that there are no water leaks.
- **Downtown Area & Mall:** Cumberland Arms Building, Repairing the conduits for the Downtown Mall area WIFI that the City has on the roof of the building and repairing electrical outlets that the City uses for the New Year's Eve ball drop for their annual HUD inspection. Worked on the power for the fountain at the center of the Downtown Mall. Repaired the motor contactor for the water pumps at the Liberty St stage.
- **Traffic and Street Lights:** Monthly routine preventive maintenance on the 21 traffic control cabinets. Reported 6 street light to the power company to repair. Reset multiple traffic lights in flash due to power dips and short outages. (Dingle and Battery One area lights). Replaced two burned out red LEDs in the traffic light at Mechanic St. and Harrison St. intersection.

- **Parks areas:** Made new spindle for some of the railing for the Constitution Park area on the lathe. Giarritta Park installed conduit for new lighting and receptacles and three accent lights. Checked on the A/C not working in the Craft House at the Constitution Park. Checked out all of the motors and pump equipment Constitution Park because of a power line coming down to make sure nothing was hurt for the single phase outage. Repaired the movie projector that is used for movie night. The power cord needed replaced.
- **Sewer & Flood Departments:** Got measurements and plan on installing rain gutters and snow birds on the Sewer Departments maintenance garage at the WWTP to stop
- Load tested generators. July 29, 2022
- Monthly Safety Meeting – July 14, 2022
- PM's on all the pumps and motors at PSB, City Hall and MSC

ARBORIST REPORT JULY 2022

July Tree Removals and Prunings – Removed or trimmed 41 trees.

July Tree Plantings – Planted 50 trees and shrubs in park with caring sharing volunteers and grant from Potomac Edison.

July Tree Complaints and Tree Issues – Resolved and/or addressed 26 tree complaints.

Evitts Creek Watershed Timber Harvest – Mulching and seeding has been completed and grass is growing.

File Attachments for Item:

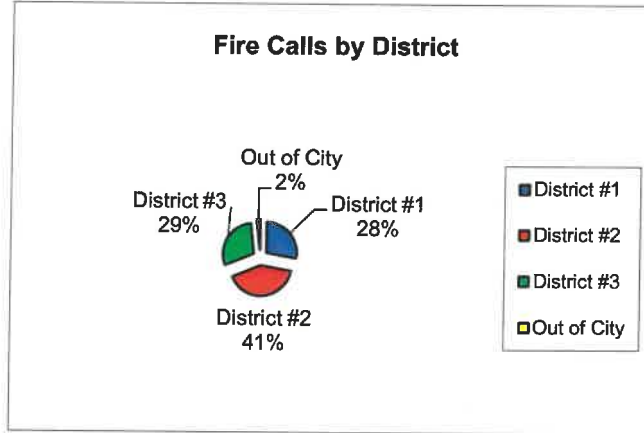
. Fire Department monthly report for July, 2022

REPORT OF THE FIRE CHIEF FOR THE MONTH OF JULY, 2022
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department responded to 122 Fire Alarms:

Responses by District:

District #1	34
District #2	50
District #3	36
Out of City	<u>2</u>
	122



Number of Alarms:

First Alarms Answered	121
Working Alarms Answered	<u>1</u>
	122

Calls Listed Below:

Property Use:

Public Assembly	5
Educational	1
Institutional	9
Residential	56
Stores and Offices	7
Manufacturing	1
Basic Industry/Utility	5
Special Properties	<u>38</u>
	122

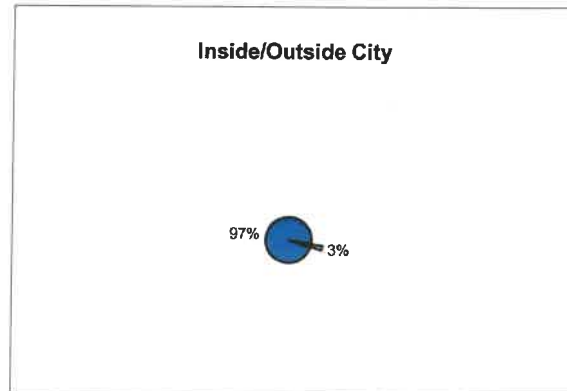
Type of Situation:

Fire or Explosion	13
Overpressure, Rupture	1
Rescue Calls	60
Hazardous Conditions	16
Service Calls	9
Good Intent Calls	14
False Calls	<u>9</u>
	122

Fire Service Fees for Inspections and Permits Billed in July:	\$400.00
Fire Service Fees for Inspections and Permits Paid in July:	\$150.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$150.00

Cumberland Fire Department Responded to 532 Emergency Medical Calls:

In City Calls	514
Out of City Calls	<u>18</u>
Total	532



Total Ambulance Fees Billed by Medical Claim-Aid in July:	\$154,857.50
Ambulance Fees Billed Fiscal Year to Date:	\$154,857.50
Ambulance Fees Paid:	
Revenue received in July 2022:	\$92,787.19

Cumberland Fire Department provided 0 Paramedic Assist Calls:

0 Paramedic assist calls within Allegany County	
0 Paramedic assist calls outside of Allegany County	
<u>0</u>	

Cumberland Fire Department provided 18 Mutual Aid Calls:

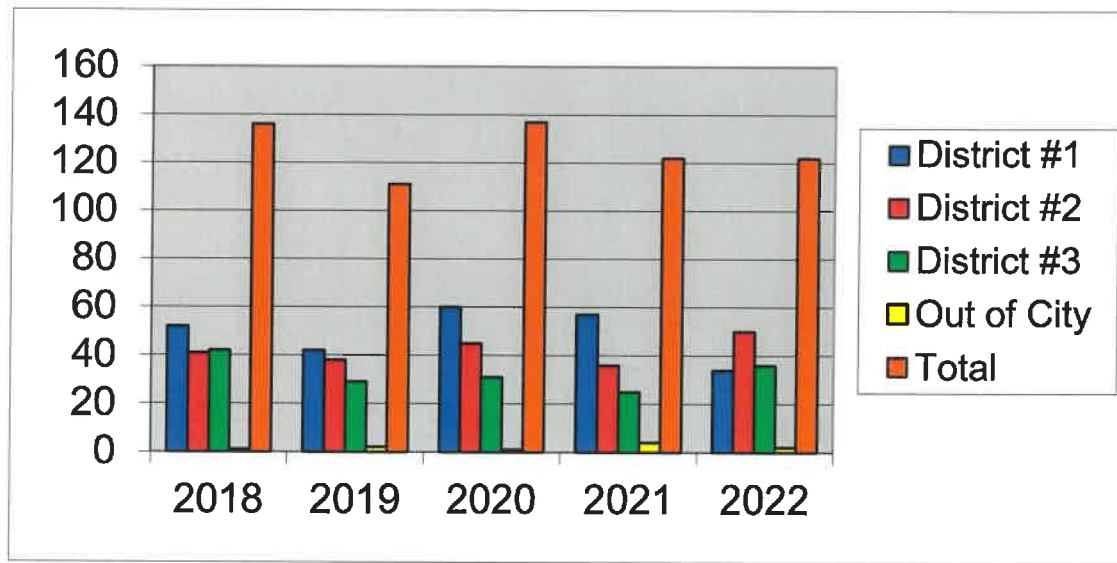
17 Mutual Aid calls within Allegany County	
1 Mutual Aid calls outside of Allegany County	
<u>18</u>	

Bowman's Addition VFD	13
District #16 VFD	2
Flintstone VFD	<u>2</u>
	17

Wiley Ford, WV VFD	1
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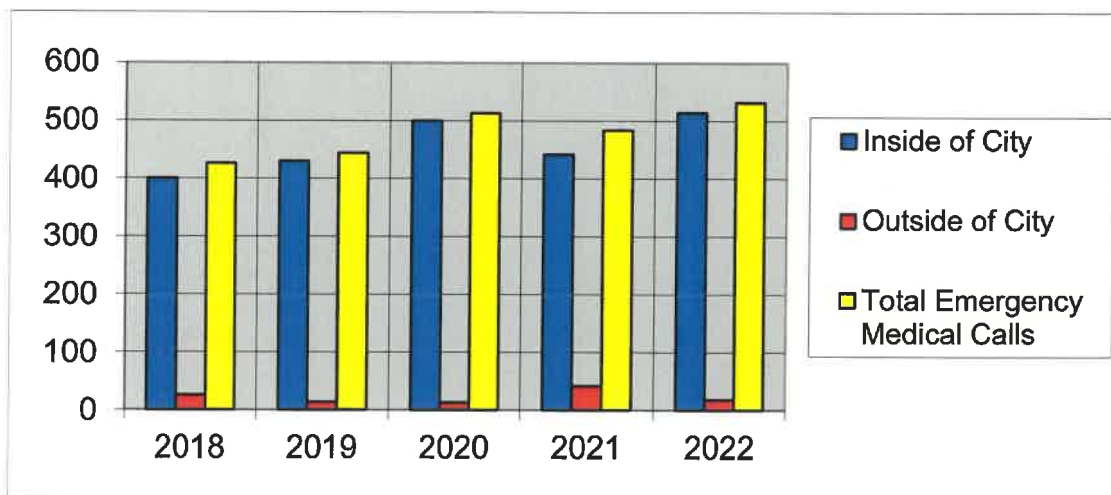
Fire Calls in the Month of July for a Five-Year Period

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
District #1	52	42	60	57	34
District #2	41	38	45	36	50
District #3	42	29	31	25	36
Out of City	<u>1</u>	<u>2</u>	<u>1</u>	<u>4</u>	<u>2</u>
Total	136	111	137	122	122



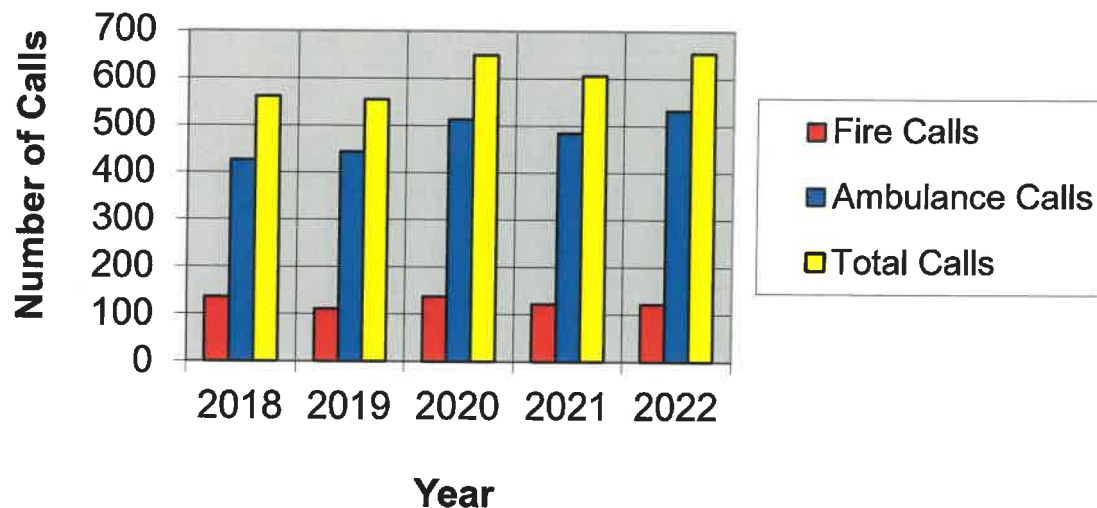
Ambulance Calls in the Month of July for a Five-Year Period

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Inside of City	400	430	500	442	514
Outside of City	<u>26</u>	<u>14</u>	<u>13</u>	<u>42</u>	<u>18</u>
Total Emergency Medical Calls	426	444	513	484	532



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

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Fire Calls	136	111	137	122	122
Ambulance Calls	<u>426</u>	<u>444</u>	<u>513</u>	<u>484</u>	<u>532</u>
Total Calls	562	555	650	606	654



Training

Tabulations are not currently available.

Fire Prevention Bureau

Complaints Received	0
Conferences Held	10
Correspondence	26
Inspections Performed	14
Investigations Conducted	6
Plan Reviews	5
Public Education	1
Burning Permits Issued	9

Personnel

Firefighter/Paramedic Steven R. Adams was promoted to Equipment Operator/Paramedic on July 1, 2022.

Battalion Chief Stephen L. Grogg was promoted to Deputy Chief on July 25, 2022.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

File Attachments for Item:

. Police Department monthly report for July, 2022



City of Cumberland Department of Police

Monthly Report

July 2022



City of Cumberland Department of Police

Monthly Report

July 2022

Part 1 Crimes for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Aggravated Assaults	8	5	B & E (All)	12	10	Murder	0	0	Rape	0	0
Robbery	4	2	Theft - Felony	1	1	Theft - Vehicle	3	4			

Selected Criminal Complaints for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Theft - Misdemeanor	25	15	Theft - Petty	24	32	Domestic Assaults	22	13	CDS	50	33
Disturbances	151	152	DOP/Vandalism	36	20	Indecent Exposure	3	2	Sex Off - Other	3	0
Suicide	0	0	Suicide - Attmp.	0	0	Tampering M/V	0	0	Abuse - Child	1	2
Trespassing	18	23	Assault on Police	3	5	Assault Other	36	31			

Selected Miscellaneous Incidents for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Alcohol Volations	1	0	Juvenile Compl.	23	32	Missing Persons	5	5	School Resource	40	15
School Threat	0	0	Sex Off. Regist.	4	4	Truancy	0	0	Death Investigation	6	7

Selected Traffic Incidents for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
DWI	15	9	Hit & Run	21	18	M/V Crash	59	41	Traffic Stop	280	380

Selected Service Calls for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Alarms	53	42	Assist Motorist	34	34	Check Well-Being	146	179	Foot Patrol	50	84
Assist Other Agency	73	87	Bike Patrol	21	0	Special Events	8	7	Suspicious Activity	87	85

Current Incident Status for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Open	28	112	Arrest	240	201	Closed	2109	1931	Suspended	68	40



City of Cumberland Department of Police

Monthly Report

July 2022

Arrests Totals for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
M/V Citations	59	49	M/V SERO	0	2	M/V Warnings	221	318	Arrest on View Adult	40	27
Arrest On Crim. Cit.	11	18	Arrest Summons	29	21	Arrest Warrant Adult	50	37	Adult Crim.	129	103
Arrest Summon (Chrg)	21	19	Arrest Warrant (Chrg)	7	14	Juvenile Crim.	10	23	Arrest on View Juv	7	23
Arrest Warrant JUV	1	0	Emer. Petition	67	56	Fingerprinting	2	1	RunAway & Miss Per.	4	5
Civil Citation	1	0									

Total Incidents Reported :

2021	2022
2,445	2,284

Chuck Ternent - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

July 2022

SWORN PERSONNEL: 46 SWON OFFICERS

Administration	6 officers
Squad D1	8 officers
Squad N1	8 officers
Squad D2	7 officers
Squad N2	8 officers
C3I/C3IN	3 officers
School Resource	1 officer
Academy	2 recruits
Medical/Modified Duty	3 officers

CIVILIAN EMPLOYEES: 6 full time, 8 part time

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

*=Grant funded

**=Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 1,066

YEAR TO DATE (beginning 07/01/22): 1,066

COMP TIME USED: 188

YEAR TO DATE (beginning 07/01/22): 188

SICK TIME USED: 105

YEAR TO DATE (beginning 07/01/22): 105

OVERTIME REPORT

OVERTIME WORKED: 215.5

YEAR TO DATE (beginning 07/01/22): 215.5

HOSPITAL SECURITY: 72

YEAR TO DATE (beginning 07/01/22): 72

COURT TIME WORKED: 396

YEAR TO DATE (beginning 07/01/22): 396

File Attachments for Item:

. Utilities Division Flood/Water/Sewer monthly report for June, 2022

[illegible][illegible]

Watershed

Warehouse pipe rack - tearing down (several days)

Hauled skidsteer to Fort Ashby to load crossties for police dept shooting range

Police dept shooting range - installing new walls (several days)

Park - old site: Moved dirt to make room

Projects

Projects

01

GRAND TOTAL

1335

June 2022 Monthly Report

FLOOD MAINTENANCE

Test run pumps and run gates
Check sewage regulators
Safety meeting
Mowed West levee ditch and Rt. 28 ditch
Mowed Moose, parklets, narrows, viaduct, Bullpen, Furlows
Mill Race, Kelly Blvd. Dentist Office
Mowed Rt. 28 Levee, West Levee, and all fields
Cut and spray weeds on flood wall
Perform other maintenance work as required

SEWER BRANCH

Calls answered	5
Service lines opened	0
Owner's trouble	5
Traced lines/main	398
Mains Repairs/ Replace	5
Sewer taps installed/replaced	0
Cleaned catch basins	11
Cleanouts installed	1
Televised sewer mains	0 FEET
Televised sewer lines	0
Call outs/ overtime	6 callouts/ 5.50 hours overtime
Weekly check of overflows, pits	4
Catch basin repair/rebuild	0
Flushed mains	430' Feet

Gallons of water used	6,500 Gals.
605 Vac-con truck	5,000 Gals.
608 Flush truck	1,500 Gals.

Safety meeting

700 Lafayette Ave repair sewer
main

Humbird @ Candoc Ln. repair 10" sewer main

Fayette St. repair sewer main and storm line

15 W. Second St. removed trap
added C/O

424 Louisiana Ave repair storm
line

Frederick St. @ N. Centre St. repair top of conduit and
sewer

main

Cleaned #4 scum well (W.W.T.P)

Cleaned storm drains (service center)

Hydro 5 sites (sewer)

Hydro 1 site (water)

File Attachments for Item:

1. Approval of the Closed and Work Session Minutes of April 5, 2022, the Closed and Work Session Minutes of April 12, 2022, and the Work and Regular Session Minutes of April 19, 2022

Mayor and City Council of Cumberland

Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, April 5, 2022; 5:00 p.m.

The Mayor and City Council convened in public session and immediately moved into executive session pursuant to Section 3-305 (b)(14) of the General Provisions Article of the Annotated Code of Maryland to discuss the award of surplus properties that were recently solicited for sale through public bid.

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

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

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

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, April 5, 2022, 5:35 p.m.

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

ALSO PRESENT: Jeffrey Silka, City Administrator; Michael Cohen, City Solicitor; Marjorie Woodring, City Clerk; Ken Tressler, Director of Administrative Services

I. PUBLIC MEETING AGENDA REVIEW-APRIL 5, 2022

Mayor Morriss reviewed the presentations, proclamations, reports, and minutes, and called for any questions or comments. Councilman George inquired about the Filter Building Pilot Study, advising that the update states that it's waiting on M&CC. Mr. Silka replied that he would check on it and get back to Council.

Mr. Silka advised that the 7 orders on the agenda are pretty much all housekeeping, and called for any questions or information needed about any of the orders. He advised that regarding Order 26,989 – Fantasy Gambling, there are 30 licenses available in the entire state of Maryland, and said this order just allows the brick-and-mortar buildings in the City, with the City not being responsible for inspections, etc. since it's all being regulated by the State.

II. HOTEL/MOTEL AWARD OF FUNDING DISCUSSION

Mr. Silka advised that he had had discussions with Ms. Woodring about how to handle the funding awards, and said they came up with 3 categories:

- 1) Certain events are funded every year – consider putting them into a contributions line item (like Dragonboat Races, and basketball tournaments).

Mayor Morriss advised that the City will still be approving these events, but doing it in a different budget. He added that if for some reason there is no event, then there will be no contribution that year.

There was discussion about how to determine the amount of the contribution. Mayor Morriss explained that they will look at the consistency, what level M&CC usually fund, and decide through a budgetary process whether or not to raise the funding amount, if more funds are requested. It was mentioned that the funding will come out of the General Fund.

- 2) Historically, there has been poor record-keeping and accounting of funding. Do we want to be holding people accountable for receiving funds and where funding is spent? Are we willing to let organizations know when they aren't compliant in documentation?

Mayor Morriss discussed “heads in beds.” He stated that by not making the criteria too specific, it gives M&CC more flexibility.

There was discussion about how events/organizations contribute to Hotel/Motel tax itself, if not by the “head in beds” criteria. Mayor Morriss stated that it’s still part of the criteria, but by making it not too specific it allows flexibility.

- 3) How to get the projects before you. In the past there were public hearings, which stopped with Covid. Is M&CC still comfortable with not having public hearings?

There was discussion about how public hearings have been in the past. It was suggested that if more information is needed, staff can get additional information rather than have a public hearing.

Mr. Silka stated that’s how they will proceed moving forward, and said they will inform M&CC which organizations will be separated out into the contributions line item as they go through the budget process.

Consensus on no public hearing

III. MAYOR AND CITY COUNCIL UPDATES

Councilman Frazier reminded about the Fair Housing Proclamation in the regular session tonight, and advised that there would be a Fair Housing event at AC on April 20th from 9:00 a.m. – 1:00 p.m. to discuss landlord and tenant rights.

Councilman George reminded about the Planning and Zoning agenda item tonight, and said Ms. Morgan Alban, City Engineering Consultant, is working on the organization of neighborhood meetings this summer and fall. He added that they will have a public meeting on April 25th to discuss an amendment to a section of the residential and office zones. He stated that more information will be forthcoming.

Councilman Cioni discussed Let’s Beautify Cumberland’s Day of Caring and Sharing on May 13th, and said City staff volunteers had been organized by Allison Layton, Citizen Services Representatives. He advised that there was a good list of projects throughout the City.

Councilman Cioni advised that concerning Parks and Recreation, BMX track people have heard word of the skate park, and now want to know “where’s ours?” He said they are a nice organization, well organized, but not an extensive group, and he wanted to suggest if M&CC can find some source of money to help them out.

The Councilman also mentioned re-blacktopping Pine Avenue playground and putting up basketball hoops. He advised that Jason Deal, Street Superintendent, said the City has hoops, and said he will talk with Robert Smith, City Engineer, and see if Columbia Gas can help out while they’re working with blacktop in that area.

There was discussion about other playgrounds wanting help to refurbish and open back up. Mayor Morriss discussed David Smith and City Reach, which brought in all their own equipment

and volunteer labor. He said that if an organization wants to partner with the City and raise money for funding, M&CC is definitely open to that.

Councilwoman Marchini discussed the email from Robert Smith regarding an increase of over \$1M for tap money for the Baltimore Street Project, which she stated would require somewhat of a match.

The Councilwoman also advised that Community Legacy met last week, discussing projects, and referenced the Civic Master Plan, which she borrowed from CEDC. She said they will be using that as a guide regarding projects.

Councilman George advised that the Evitts Creek Steering Committee meets April 21st at 10:00 a.m. in Centreville, PA.

Mayor Morriss advised about the Spring Fling Express at the WMSR on Saturdays and Sundays, up to Helmstetter's Curve and back, with games for the kids and family activities. He also mentioned the Frostburg Fliers, and May Dinner Trains, Murder Mysteries and brunches on weekends.

The Mayor also mentioned the Arts Council and the Allegany National Photography Competition and Reception last Saturday, and said a local photographer, Michael Thompson, came in 1st Place for a photo of Constitution Park Pool.

Mayor Morriss also mentioned he and Councilman Cioni had seen Damn Yankees at the Embassy Theatre last weekend, said it was a great show, and added that it is currently still playing.

Brian Gowan, WCBC, asked for more information about 19 Frederick Street. Mayor Morriss advised they have run into some stumbling blocks and said they are going to re-evaluate the building structurally to determine the next steps. He said at this point, they are taking it off the table.

Greg Larry, Cumberland Times-News, asked if acquiring 306 Fayette will help with construction of the new bridge. Mayor Morriss replied yes, and said if it's required by the engineer, it will be removed.

III. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:14 p.m.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____

Mayor and City Council of Cumberland

Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, April 12, 2022; 4:00 p.m.

The Mayor and City Council convened in public session and immediately moved into executive session pursuant to Section 3-305 (b)(1), (3), (4), & (14) of the General Provisions Article of the Annotated Code of Maryland to discuss 1) the transfer of a certain parcel of land to the CEDC; 2) the acquisition of a property located along Messick Road and negotiations regarding a potential tenant for the property; 3) potential development projects at the M&T Building; and 4) CEDC Board of Director appointment.

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

PRESENT: Raymond M. Morriss, President; Council Members Richard Cioni, Eugene Frazier, Joseph George (via phone), and Laurie Marchini.

ALSO PRESENT: Jeffrey Silka, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk; Robert Smith, Operations Manager of Utilities; Matt Miller, CEDC Executive Director; Stu Czapski, CEDC Economic Development Specialist

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, April 12, 2022, 5:05 p.m.

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

ALSO PRESENT: Jeffrey Silka, City Administrator; Michael Cohen, City Solicitor; Marjorie Woodring, City Clerk; Robert Smith, City Engineer; Matt Miller, CEDC Executive Director; Stu Czapski, Economic Development Specialist

Media: Greg Larry, Cumberland Times-News

I. BALTIMORE ST. ACCESS PROJECT UPDATE

- *MITIGATION PLAN*

Mr. Miller advised that the plan has been finalized and they are sending it out to print. He stated that a lot of time and research went into it, and said McClarran & Williams added finishing touches to it. He said that hard copies would be delivered to all business and building owners, as well as residents downtown. Mr. Czapski added that Downtown Manager Melinda Kelleher has tentatively scheduled June 8th for the official review of the mitigation plan.

There was discussion about parking needs. Mr. Miller advised that it has been recommended to lift parking fees during construction. Mr. Czapski noted that they had a meeting a while back regarding parking enforcement during construction, and what options would be available, like maybe making the first hour or two free. Mayor Morriss cautioned that they need to be careful with however it's done, but said M&CC does understand the problem.

Mr. Miller stated that they have had several meetings and think-tanks, and said the Baltimore Street Access Committee meets bi-weekly now, with representation from every aspect downtown, looking at contingencies. Mayor Morriss advised that there has been extensive community input from business owners and organizations. Mr. Miller stated that with the book they're giving the message that the City is committed to assisting throughout the process.

Councilman George asked if there had been any discussion with the current owners of the Times-News about opening up their parking lot in the evenings for restaurant patrons. Mr. Czapski noted that no parking will be lost, since the work will be only on Baltimore Street, but said it would, in fact, make it more convenient for them to come. He stated, though, that they have not spoken to Times-News directly.

II. CEDC STRATEGIC PLAN RE-ASSESSMENT

Mr. Czapski advised that RKG has finished the work, and said the CEDC is currently proofing the final draft. He stated that Mr. Hutcherson will present it to M&CC in an upcoming work session in May or June.

III. ADJOURNMENT

With no further business at hand, the meeting adjourned at 5:20 p.m.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____



Mayor and City Council of Cumberland

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

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

MINUTES

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

DATE: April 19, 2022

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman Joseph P. George (via phone)
Councilwoman Laurie P. Marchini
President Raymond M. Morris

Also Present: Jeffrey Silka, City Administrator; Michael Cohen, City Solicitor; Marjorie Woodring, City Clerk; Ruth Davis-Rogers, Historic Planner/Preservation Coordinator; Morgan Alban, GIS Specialist; Captain Jim Burt, CPD Administrative Services; Shannon Adams, Fire Chief; Delegate Mike McKay

Mayor Morris acknowledged Delegate Michael McKay in attendance this evening.

IV. Statement of Closed Meeting

1. Summary Statement of closed meeting held April 12, 2022

Mayor Morris announced that a Closed Meeting had been held on Tuesday, April 12, 2022 at 4:00 p.m., and read into the record a summary of that meeting which is attached hereto and made a part of these minutes as required under Section 3-306 (c)(2) of the General Provisions Article of the Annotated Code of Maryland.

V. Director's Reports

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

(A) Public Works

1. Maintenance Division monthly report for March, 2022

(B) Fire

1. Fire Department monthly report for March, 2022

(C) Police

1. Police Department monthly report for March, 2022

(D) Utilities – Flood, Water, Sewer

1. Utilities Division Flood/Water/Sewer monthly report for March, 2022

VI. Approval of Minutes

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

1. Approval of the Closed Session No. 1, Work Session, and Closed Session No. 2 Minutes of December 14, 2021, and Regular Session Minutes of December 21, 2021

VII. Public Hearings

1. Public Hearing - to receive comment on a proposed ordinance to amend Section 25-23 of the City Zoning Code (ZTA #22-01) to 1) establish a definition for "Gambling Facility," and 2) amend the Use Regulation Table in Section 25-132 to incorporate the "Gambling Facility" use into its terms.

Hearing convened: 6:39 p.m.

Ms. Alban provided a PowerPoint presentation, and a little background on the State of Maryland passing sports wagering of fantasy competitions in 2021. She explained that the current zoning ordinance does not address the conduct of these activities in the City, and said that the proposed ZTA #22-01 would amend the current ordinance. Ms. Alban discussed the areas and zones within the City limits that these activities would be permitted, which was outlined on the map in the PowerPoint presentation. Ms. Alban also provided a timeline of the procedural history of the proposed amendment, which is also listed in the PowerPoint presentation. Ms. Alban opened the floor for questions or comments.

Councilwoman Marchini asked if this amendment allows the creation of an on-site location to place a bet. Ms. Alban explained that it does, and said it's a specific system that a business would have to apply to accept fantasy bets, and added that they would have to have the appropriate licensing.

Mr. Cohen advised that there are only a limited number of licenses in the State, and said they are hopeful that there will be a successful candidate in this area.

Mr. Silka explained that the first 35 licenses are for brick-and-mortar facilities, and said there is a second allotment of about 65 licenses for on-line capability.

Hearing adjourned: 6:43 p.m.

VIII. New Business

(A) Ordinances

1. **Ordinance 3910** (*1st reading*) - accepting the bid from C3 Home Renovations LLC in the amount of \$52,963.40 for the purchase of City-owned surplus property at 502 Regina Avenue, which was offered for public sale in the 2022 Request for Bids for Surplus Property Round IV. No other bids were received.

Mr. Silka advised that this was a property that was put out with a minimum bid of \$50K.

FIRST READING: The ordinance was presented in title only for its first reading. **Motion** to accept the first reading and table until next meeting was made by Councilman Frazier, seconded by Councilwoman Marchini, and was passed on a vote of 5-0.

2. **Ordinance 3911** (*1st reading*) - accepting the bid from Richard A. Pravlik in the amount of \$ 2,000 for the purchase of City-owned surplus property at 309 S. Cedar Street, which was offered for public sale in the 2022 Request for Bids for Surplus Property Round IV, and rejecting all other bids.

Mr. Silka advised that there were two identical bids of \$2K submitted for this property, and stated that the bid that is being recommended is the most complete bid with intended use, and gave the most complete development timeline.

FIRST READING: The ordinance was presented in title only for its first reading. **Motion** to accept the first reading and table until next meeting was made by Councilwoman Marchini, seconded by Councilman Cioni, and was passed on a vote of 5-0.

3. **Ordinance 3912** (*1st reading*) - accepting the bid from Del and Del Allegany Properties LLC in the amount of \$ 3,500 for the purchase of City-owned surplus property at 107/109 S. Allegany Street, which was offered for public sale in the 2022 Request for Bids for Surplus Property Round IV, and rejecting all other bids.

Mr. Silka advised that there were three bids for this property, but stated that this was the lowest and the only completed bid package received.

FIRST READING: The ordinance was presented in title only for its first reading. **Motion** to accept the first reading and table until next meeting was made by Councilwoman Marchini, seconded by Councilman Frazier, and was passed on a vote of 5-0.

(B) Orders (Consent Agenda)

Mr. Silka reviewed each item on the Consent Agenda, and Mayor Morriss called for questions or comments. **Motion** to approve all items was made by Councilman Cioni, seconded by Councilman Frazier, and was passed on a vote of 5-0.

Order 26,991 - authorizing execution of a Certificate of Satisfaction acknowledging that the indebtedness secured by a Deed of Trust made by Michael and Cheryl Maistros, dated August 29, 2003, and pertaining to 7 Decatur Street (*Allegany County Land Records Book 1026, Page 298*), has been fully paid and the lien is hereby released.

Mr. Silka advised that this was an old deed of trust that was found through a closing, that was never released.

Order 26,992 - rejecting the bid for the Municipal Service Center Pole Building Project (28-21-M) from Harbel, Inc. in the amount of \$219,226.00 due to the lack of budgeted funds needed to meet the bid amount, accepting the direct quote from Kauffman Metals in the amount not to exceed \$64,895 and rejecting all other quotes.

Mr. Silka advised that after the bid came out high in the competitive round, per the City's purchasing policy three quotations were submitted and received, with Kauffman Metals coming back the lowest.

Order 26,993 - declaring City-owned real estate parcels collectively known as the "Former Site of the Memorial Hospital" as surplus and acknowledging the intent to transfer said parcels to the Cumberland Economic Development Corporation per terms of the Memorandum of Understanding dated July 21, 2015.

Order 26,994 - approving Amendment No. 10-03112022 to the Community Development Block Grant Program.

Mr. Silka advised that order authorizes the re-allocation of surplus funds from the emergency homeless prevention program to the Allegany Youth Programs Center. Mr. Silka read a statement from Ms. Lee Borrer about the current state of the CDBG:

“There are delays to the formula granting fund calculations for 2022 awarded by the DHUD. The M&CC will not formalize the plan until exact funding amounts have been released. At that time, there will be a new 30-day public hearing period preceding the M&CC vote.”

Order 26,995 - approving Substantial Amendment No. 2 to reprogram Community Development Block Grant CARES Act Funding by amending the 2020 Annual Action Plan in response to the needs of residents affected by the Coronavirus pandemic.

Mr. Silka advised that this order authorizes the re-allocation of revenue from the HRDC emergency fund and small business allotment that was surplus-funded, and takes it to the broadband initiative, Youth Rehabilitation Center, the Gilchrist gymnasium and the Family Crisis Resource Center Violence Hotline.

Order 26,996 - Order authorizing execution of a Community Legacy Program Grant Agreement with the Department of Housing and Community Development regarding the disbursement and use of \$50,000 in funding for the Residential Accessibility Improvement Project, and authorizing the City Comptroller to accept the funding.

Mr. Silka advised that allows owner-occupied accessibility projects in homes that meet the income threshold, with preference given to elderly and disabled people

Order 26,997 - Order authorizing execution of a Community Legacy Program Grant Agreement with the Department of Housing and Community Development regarding the disbursement and use of \$150,000 in funding for the Cumberland Main Streets Connection Project, and authorizing the City Comptroller to accept the funding.

Mr. Silka advised that this assists in the Baltimore Street project by financing sprinkler taps and fiber connections to buildings within the project zone.

Order 26,998 - accepting the bid from EZ Out, Inc. for the Virginia Avenue Demolition Project (CD2022-01) in the lump sum amount not to exceed \$116,230, and rejecting all other bids.

Order 26,999 - accepting the quote from R. L. Abatement, Inc., for the removal and disposal of asbestos containing materials pertaining to the Virginia Avenue Demolition Project (CD2022-01) in the amount not to exceed \$42,550 and rejecting all other quotes.

Mr. Silka advised that Orders 26,998 and 26,999 address the blight on Virginia Avenue.

Order 27,000 - declaring certain City-owned vehicles and equipment to be surplus and authorizing them for sale or trade-in.

IX. Public Comments

No Comments

All public comments are limited to 5 minutes per person

X. Adjournment

With no further business at hand, the meeting adjourned at 6:55 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, April 19, 2022, 5:00 p.m.

PRESENT: Raymond M. Morriss, President; Council Members: Richard Cioni, Eugene Frazier, Joe George (via phone), and Laurie Marchini.

ALSO PRESENT: Jeffrey Silka, City Administrator; Michael Cohen, City Solicitor; Marjorie Woodring, City Clerk; Ken Tressler, Director of Administrative Services; Mark Gandolfi, City Comptroller; Ruth Davis-Rogers, Historic Planner/Preservation Coordinator

I. FY23 INITIAL BUDGET PRESENTATION

Mr. Silka reviewed the FY23 budget schedule, and provided a timeline: April 23rd - 25th there will be advertisement of the constant yield notice. May 3rd will be the constant yield hearing and budget revisions, with the first budget ordinance on May 17th, followed by the 2nd and 3rd readings and adoption on June 5th.

Mr. Gandolfi reviewed the budget highlights in his PowerPoint presentation, and said that ARPA funds created a significant positive impact, along with a \$2.3M surplus. He discussed MPA and said the GF assistance balloons to over \$200K in FY25. Mr. Gandolfi advised on the different funding and grants for the DDC, and discussed the negative cash flow for water and trash funds; however, he advised that there will not be a rate increase due to adequate cash reserves.

Mr. Gandolfi advised on the 3% COLA for non-union employees, and Police and Fire unions each receiving a 2% + longevity per contract terms. He also advised on the grant and financial assistance for FY23 and the new equipment and capital projects debt, and reviewed discretionary grant matches and special programs. He added that they expect a substantial increase in unassigned fund balance of \$3.2M for the revised FY22 budget. Mr. Gandolfi continued to review his PowerPoint presentation, going over ARPA funds being utilized for various projects, and the key points of Assessable Real Property Tax Base, and the Constant Yield rate of \$1.0354.

Mr. Tressler advised on health insurance costs and reviewed the breakdown of costs on the PowerPoint slide, and said they are expecting a significant refund. He discussed expected claims and explained stop loss insurance and aggregate insurance as related to catastrophic claims. He also discussed the Police and Fire unions, and advised on their increases. Mr. Tressler said they are suggesting a cost-neutral reorganization in Engineering and Utilities, and advised that the information will be reviewed with M&CC at the next work/closed session. He added that within the City there are 13 vacant positions that they are expecting to fill sometime in the year.

Mr. Gandolfi reviewed the slides for FY23 capital equipment, capital expenditures, and capital projects for GF, WF, and SF. He advised that for capital equipment there will be phone system, computer, and security camera upgrades, new vehicles, and new equipment. Mr. Gandolfi also said new debt will be required for various projects, but said they are expecting \$100M in grants. He reviewed upgrades to City Hall, Public Safety Building, bridges, the Baltimore Street project,

light improvements, Constitution Park upgrades, and miscellaneous paving projects. He reviewed the South End water main replacement, 4" to 6" water main replacements, and the new filter building design projects. It was noted that the Decatur Street Water Line Replacement Project will be completed in FY23.

Mr. Gandolfi reviewed projects for the SF, and stated that it's dominated by the 78" Pipeline project, Evitts Creek CSO Phase III and Phase IV. He explained Debt Service Requirements – up slightly from what he advised previously - and noted that it is manageable for existing and new FY23 debt. He also explained that FY23 Proprietary Funds maintain a strong cash position, with no rate increases proposed. He advised that most of the non-major Governmental Funds set up for specific purposes such as DDC, CDBG, police grants, special projects, etc. He stated that there will be almost \$4M in street projects in FY23.

Mr. Tressler reviewed GF FY22/FY23 comparisons, and said some of the biggest increases are ARPA and ARPA revenue loss, and said there will be an increase in unassigned fund balance of \$3.2M in FY22, and \$2.3M in FY23, putting the City in the best financial position it's been in for a while.

Mr. Gandolfi advised on the GF FY22/23 Department Budget and pointed out the increases and decreases. He also reviewed Discretionary Expenditures and said that one of the ARPA projects the City has will pair with Code Enforcement to help homeowners afford corrective actions.

Councilman George asked if the RKG presentation recommended establishing a marketing budget to help market the City. He also suggested trying to include some engineering costs of the potential skate park in the FY23 budget. The Councilman also mentioned the COLA for employees, the cost of fuel and equipment, and recruitment and minimum wage challenges. He said he thinks they need to maintain the existing tax rate, and said he doesn't want to get into the position in 2025 where they have to take a significant increase in revenue to make up for potential deficits.

Mr. Silka explained why money wasn't included for marketing the City, saying that since they haven't had the final presentation yet, they can find funding down the road once the plan is decided, and then develop a budget around that. Councilman George agreed, saying as long as they can find some funds at some point in 2023 for marketing. Mr. Tressler said there's also the potential for the CEDC to generate some cash through sales of properties.

Mayor Morriss suggested consulting with Mr. Smith regarding the Councilman's skate park question. Mr. Tressler advised that there is a place holder for \$150K for Constitution Park, and suggested utilizing part of that for the skate park engineering. Mr. Silka advised that they are also looking at other grant opportunities that could fund a significant part of it.

Mr. Gandolfi continued with the presentation, saying they are expecting to finish FY22 with a \$3.2M surplus, and a potential \$2.3M surplus in FY23, which he advised means almost \$11M in unassigned fund balance, with a \$4.8M cushion.

There was discussion about putting more money in property removal. Mr. Silka explained that they are almost maxed out to capacity and said they need a budget number they know that they can spend. He said they are comfortable at the rate they are at, and if may be a stretch to do more. Mr. Tressler noted that they did actually increase it, but said they are having issues in closing property acquisitions.

In response to that discussion, Mr. Gandolfi advised on the Affordable Assistance Housing Program that is in the budget that will help address blighted properties and get them back on the market in proper condition. He also mentioned again the Property Improvement Program to help owners address code violations.

Mr. Gandolfi noted that overall, the City is quite healthy regarding money, with a lot of exciting projects coming up. He also noted that ARPA has made a dramatic improvement to the GF, and will continue to do so through FY24. Mr. Gandolfi also reviewed some rising costs that the City will be facing, such as inflation, wage pressures, and healthcare costs.

There was discussion on a debt reduction plan looking into the future. Mr. Gandolfi advised that it has been taken into consideration, and said they are capitalizing on lower interest rates now, with a CDA bond package planned for the first week of July.

Mr. Tressler reviewed the decisions that need to be made – tax rate, no utility increases, non-union COLA, capital purchases, new debt, etc., but said they definitely need the Constant Yield decision tonight.

Consensus from M&CC to keep the rate as is.

There was discussion on sources of funding for bridges, and whether there was a commitment from CSX. Mayor Morriss said there was for Cumberland Street, but they were still negotiating for Fayette Street. Mr. Cohen advised that they have the draft agreement in place which will provide for the amount that CSX will contribute. He added that it's basically the same agreement as for the Cumberland Street Bridge.

Mr. Gandolfi asked for any comments or questions. He advised that on the follow-up work session on May 3rd they will do a condensed budget presentation, then the public hearing for the Constant Yield notice.

II. PUBLIC MEETING AGENDA 4-19-22

Mayor Morriss asked if there were any particular questions or comments about tonight's regular session agenda. Being none, M&CC moved to the next topic.

III. FORMER ALLEGANY HIGH SCHOOL FAÇADE – REMOVAL & STORAGE

Mr. Silka advised that most of the good stuff has been taken away from what's left of the Allegany H.S. facade except for an archway, and provided a photo. He said a decision is needed because there is no end-user, and said it would have to be reconstructed. He added that the City would have to remove it and store it, as well as finding it a home, and said it appears that everything historical on that building has already been salvaged.

There was discussion on the needed space to store it, and that the arch is not free-standing. Ms. Davis-Rogers advised that saving facades has become a common practice, and said a grant could be obtained if there was a place to store it. Mr. Silka advised that the pieces will fill 8-9 pallets, and said it's a huge undertaking with no final destination. He added that the site is actively being demolished, so it would have to be decided within the week. Councilman George stated that if Allegany H.S. has determined that they don't want it, he can't see how the City would, and said he is a big proponent of preserving as much as possible. Mr. Silka said it can be discussed next

week after the closed session moves into open work session, and said he will find out if the pieces are numbered, if there's a map for reconstructing, etc.

IV. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:35 p.m.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____

File Attachments for Item:

1. Ordinance No. 3922 (*2nd and 3rd readings*) - (ZTA #22-02) to amend the definition for the Residential-Office (R-O) Zoning District set forth in Section 25-101(b)(5) of the City Code and amend the Use Regulations Table set forth in Section 25-143 to include "Dwelling Units / Mixed Uses" as a permitted use in the R-O District

ORDINANCE NO. 3922

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 AMENDING THE DEFINITION FOR THE RESIDENTIAL-OFFICE (R-O) ZONING DISTRICT SET FORTH IN SECTION 25-101(b)(5) OF THE CITY ZONING ORDINANCE AND THE USE REGULATIONS TABLE OF THE SAID ZONING ORDINANCE (SECTION 25-132 OF THE CITY CODE) TO INCLUDE "DWELLING UNITS/MIXED USES" AS A PERMITTED USE IN THE RESIDENTIAL OFFICE ZONING DISTRICT."

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, presently "dwelling units/mixed uses" are not permitted in the Residential-Office (R-O) Zoning District.

WHEREAS, precluding the said use from being conducted in the R-O District is inconsistent with the purpose the R-O District is intended to serve, which, as stated in Section (b)(5) of the City Code, is "to provide areas appropriate for the harmonious mixing of residential and non-residential uses, and to provide for higher density residential development in a variety of housing types."

WHEREAS, City staff recommended that the Use Regulations Table of the Zoning Ordinance be amended by designating dwelling unit/mixed uses as permitted uses in the R-O District. It also recommended that the language in Section 25-101(b)(5) pertaining generally to the purposes the R-O District is intended to serve by adding the following language to the end of that subsection: "Dwelling units/mixed uses are consistent with this purpose and, perhaps, necessary for its fulfillment."

WHEREAS, the Mayor and City Council deem it necessary for the purpose of promoting the health, safety, morals, and/or general welfare of the City to amend the City of Cumberland Zoning Ordinance from time to time.

WHEREAS, the City of Cumberland Municipal Planning and Zoning Commission held a public hearing on the subject matter of this Ordinance on April 25, 2022, and determined that it should recommend that the Mayor and City Council pass an Ordinance

adopting the amendments to the City of Cumberland Zoning Ordinance which were 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 April 11, 2022 and April 18, 2022), 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 July 5, 2022, having published notice of the time and place of the hearing together with a summary 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 June 8, 2022 and June 15, 2022), 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 Municipal Planning and Zoning Commission, the Mayor and City Council have determined that they should approve the said recommendations subject to the amendment of the recommended language for Section 25-101(b)(5) from "Dwelling units/mixed uses are consistent with this purpose and, perhaps, necessary for its fulfillment" to "Dwelling units/mixed uses are consistent with this purpose."

NOW, THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that Section 25-101(b)(5) of the City Code is hereby amended to read as follows:

(5) *Residential-Office (R-O)*. The purpose of this district is to provide areas appropriate for the harmonious mixing of residential and non-residential uses, and to provide for higher density residential development in a variety of housing types. Dwelling units/mixed uses are consistent with this purpose.

SECTION 2: AND BE IT FURTHER ORDAINED, that the portion of the Use Regulations Table set forth in Section 25-132 of the City Code applicable to Zoning Ordinances is hereby amended as follows [NOTE: Bold print and highlighted provisions show the amendments to Section 25-132]:

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											
....											
Dwelling units/mixed uses				P	P	P	P	P		P	P
....											

SECTION 3: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect ten (10) days from the date of its passage.

Passed this _____ day of _____, 2022.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

File Attachments for Item:

2. Ordinance No. 3923 (*2nd and 3rd readings*) - accepting the bid from Kevin and Anita Thacker for the purchase of surplus properties at 7 and 9 Arch Street for the amount of \$100.00 and authorizing execution of a deed to effect the conveyance

ORDINANCE NO. 3923

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT BID FOR THE PURCHASE OF TWO PARCELS OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 7 ARCH STREET AND 9 ARCH STREET AND TO AUTHORIZE THE CONVEYANCE OF THESE PROPERTIES TO KEVIN AND ANITA THACKER, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, AND TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of two certain parcels of real property located at 7 Arch Street and 9 Arch Street, Cumberland MD (the "Properties");

WHEREAS, the Properties were declared surplus under the terms of Order No. 25,850, passed by the Mayor and City Council on July 21, 2015;

WHEREAS, the Properties were included in the solicitation for bids known as the "2021 Request for Bids Surplus Properties Round I" but were not bid upon in the original solicitation for bids;

WHEREAS, the City has since received a bid for the Properties through the City's "Ongoing Surplus Property Sale" and staff is recommending that the Mayor and City Council award the bid for the properties known as 7 Arch Street and 9 Arch Street to Kevin and Anita Thacker ("Purchaser") for the amount of \$100.00 (One Hundred Dollars); and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council accept the bid of Kevin and Anita Thacker for the sum of \$100.00 (One Hundred Dollars) subject to the following terms and conditions:

- A. Purchaser shall pay all recordation and transfer taxes required to record the deed effecting the conveyance of the Property successfully bid upon;
- B. Each purchaser shall pay the \$60.00 deed recordation fee charged by the court.
- C. Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the tax year and will assume responsibility for the payment of those taxes thereafter. The amount of pro-rated City and County taxes will be conveyed to the purchaser and shall be paid by cashier's check, personal check, or money order.
- D. The Properties will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;
- E. The City will record the deed for the Purchaser, who in turn shall pay the City's \$100.00 deed recordation fee.
- F. The purchase price, the pro-rated City taxes, and the City's \$100.00 recording fee shall be paid by bank check, cashiers check or money order made payable to "City of Cumberland" and shall be hand-delivered or mailed to:

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

County taxes and County recording fees shall be paid by bank check, cashiers check or money order made payable to "Allegany County" and shall be hand-delivered or mailed to:

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

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

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

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

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

Passed this _____ day of _____, 2022.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

EXHIBIT A

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of _____, 2022, by and between **Mayor and City Council of Cumberland** (the “Grantor”), a Maryland municipal corporation, and _____ (the “Grantee”), _____, party of the second part.

WITNESSETH:

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

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

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

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

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring, City Clerk

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

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

I HEREBY CERTIFY, that on this _____ day of _____, 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$ _____ and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN

File Attachments for Item:

3. Ordinance No. 3924 (*2nd and 3rd readings*) - accepting the bid from Kevin and Anita Thacker for the purchase of surplus property at 105 Grand Avenue for the amount of \$100.00 and authorizing execution of a deed to effect the conveyance

ORDINANCE NO. 3924

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT BID FOR THE PURCHASE OF A PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 105 GRAND AVENUE AND TO AUTHORIZE THE CONVEYANCE OF THIS PROPERTY TO KEVIN AND ANITA THACKER, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, AND TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 105 Grand Avenue, Cumberland MD (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 26,899, passed by the Mayor and City Council on November 2, 2021;

WHEREAS, the Property was included in the solicitation for bids known as the "2021 Request for Bids Surplus Properties Round IV" but was not bid upon in the original solicitation for bids;

WHEREAS, the City has since received a bid for the Property through the City's "Ongoing Surplus Property Sale" and staff is recommending that the Mayor and City Council award the bid for the property known as 105 Grand Avenue to Kevin and Anita Thacker ("Purchaser") for the amount of \$100.00 (One Hundred Dollars); and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council accept the bid of Kevin and Anita Thacker for the sum of \$100.00 (One Hundred Dollars) subject to the following terms and conditions:

- A. Purchaser shall pay all recordation and transfer taxes required to record the deed effecting the conveyance of the Property successfully bid upon;
- B. Each purchaser shall pay the \$60.00 deed recordation fee charged by the court.
- C. Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the tax year and will assume responsibility for the payment of those taxes thereafter. The amount of pro-rated City and County taxes will be conveyed to the purchaser and shall be paid by cashier's check, personal check, or money order.
- D. The Properties will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;
- E. The City will record the deed for the Purchaser, who in turn shall pay the City's \$100.00 deed recordation fee.
- F. The purchase price, the pro-rated City taxes, and the City's \$100.00 recording fee shall be paid by bank check, cashiers check or money order made payable to "City of Cumberland" and shall be hand-delivered or mailed to:

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

County taxes and County recording fees shall be paid by bank check, cashiers check or money order made payable to "Allegany County" and shall be hand-delivered or mailed to:

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

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

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

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

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

Passed this _____ day of _____, 2022.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

EXHIBIT A

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of _____, 2022, by and between **Mayor and City Council of Cumberland** (the “Grantor”), a Maryland municipal corporation, and _____ (the “Grantee”), _____, party of the second part.

WITNESSETH:

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

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

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

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

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring, City Clerk

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

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

I HEREBY CERTIFY, that on this ____ day of _____, 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$ _____ and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN

File Attachments for Item:

. Resolution No. 2022-06 (*1 reading*) - granting the Cumberland Outdoor Club a property tax credit for tax years 2022-2023 pursuant to Section 9-302(f) of the Tax Property Article of the Annotated Code of Maryland

CUMBERLAND OUTDOOR CLUB

June 1, 2022

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

ROD

CLERK'S OFFICE

Re: Tax Credit – Account Numbers: ⁰⁴⁰⁴⁹⁰⁹⁸~~0409098~~, ~~04013182~~, ⁰⁴⁰³²⁸⁴⁵~~04032845~~ and ^{D00078238}~~D00078238~~
~~exempt~~ ~~exempt~~

2022 JUN 6 AM 10:54

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-2023.

Thank you for your attention to this matter.

Sincerely,



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

City of Cumberland
- Maryland -

RESOLUTION

RESOLUTION No. R2022-06

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, GRANTING THE CUMBERLAND OUTDOOR CLUB A PROPERTY TAX CREDIT FOR THE TAX YEAR 2022-2023, PURSUANT TO SECTION 9-302 OF THE TAX-PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND.

- WHEREAS,** the Mayor and City Council of Cumberland is, by State Law, granted the authority to impose taxes upon the assessed valuation of property situated within the City of Cumberland against the owners of such property; and
- WHEREAS,** Section 9-302 of the Tax-Property Article of the Annotated Code of Maryland provides that a municipal corporation in Allegany County may grant, by law, a real and corporate property tax credit against certain property owners; and
- WHEREAS,** the Cumberland Outdoor Club is such a property owner designated in Section 9-302 of the Tax-Property Article of the Annotated Code of Maryland; and
- WHEREAS,** the Cumberland Outdoor Club has, pursuant to Section 9-301(e) (1), applied for the real and corporate property tax credit; and
- WHEREAS,** the Mayor and City Council of Cumberland desires to grant to the Cumberland Outdoor Club a real and corporate property tax credit against the municipal corporation property tax imposed on the Cumberland Outdoor Club for the tax year 2022-2023.

NOW, THEREFORE, BE IT RESOLVED THAT, the Cumberland Outdoor Club be and is hereby granted a real and corporate property tax credit against any and all municipal corporation property tax imposed upon it by the City of Cumberland for tax year 2022-2023.

**Given under our Hands and Seals this 16th day of August, 2022, with the
Corporate Seal of the City of Cumberland hereto attached,
duly attested by the City Clerk.**

Attest:

Mayor and City Council
Of Cumberland

Marjorie A. Woodring
City Clerk

Raymond M. Morriss
Mayor

File Attachments for Item:

. **Ordinance 3925** (*1st reading*) - accepting the bid from Floyd F. Gregory for the purchase of surplus property located at 728 Baker Street for the amount of \$500.00

ORDINANCE NO. 3925

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT BID FOR THE PURCHASE OF A PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 728 BAKER STREET AND TO AUTHORIZE THE CONVEYANCE OF THIS PROPERTY TO FLOYD F. GREGORY, JR., SUBJECT TO THE TERMS SET FORTH HEREINAFTER, AND TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 728 Baker Street, Cumberland MD (the "Property");

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

WHEREAS, the Property was included in the solicitation for bids known as the "2021 Request for Bids Surplus Properties Round II" but was not bid upon in the original solicitation for bids;

WHEREAS, the City has since received a bid for the Property through the City's "Ongoing Surplus Property Sale" and staff is recommending that the Mayor and City Council award the bid for the property known as 728 Baker Street to Floyd F. Gregory, Jr. ("Purchaser") for the amount of \$500.00 (Five Hundred Dollars); and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council accept the

bid of Floyd F. Gregory, Jr. for the sum of \$500.00 (Five Hundred Dollars) subject to the following terms and conditions:

- A. Purchaser shall pay all recordation and transfer taxes required to record the deed effecting the conveyance of the Property successfully bid upon;
- B. Each purchaser shall pay the \$60.00 deed recordation fee charged by the court.
- C. Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the tax year and will assume responsibility for the payment of those taxes thereafter. The amount of pro-rated City and County taxes will be conveyed to the purchaser and shall be paid by cashier's check, personal check, or money order.
- D. The Properties will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties or representations of any kind, which is set forth in the Exhibit A attached hereto;
- E. The City will record the deed for the Purchaser, who in turn shall pay the City's \$100.00 deed recordation fee.
- F. The purchase price, the pro-rated City taxes, and the City's \$100.00 recording fee shall be paid by bank check, cashiers check or money order made payable to "City of Cumberland" and shall be hand-delivered or mailed to:

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

County taxes and County recording fees shall be paid by bank check, cashiers check or money order made payable to "Allegany County" and shall be hand-delivered or mailed to:

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

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

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

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

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

Passed this _____ day of _____, 2022.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

EXHIBIT A

NO TITLE SEARCH PERFORMED

THIS DEED, made this _____ day of _____, 2022, by and between **MAYOR AND CITY COUNCIL OF CUMBERLAND** (the “City”), a Maryland municipal corporation, and **FLOYD F. GREGORY, JR.** (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of Five Hundred Dollars (\$500.00) and for other good and valuable consideration, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, his personal representatives, heirs and assigns, all of the City’s right, title, interest and estate in and to the following-described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

All that certain parcel of land situate in Election District 4, on the Southeasterly side of Baker Street in Cumberland, Allegany County, State of Maryland, being known and designated as (Magnetic Meridian as of Original Plat, Liber 104, Folio 748, stated in Vernier Readings and Horizontal Measurements being used), as metes and bounds property, as set forth in Deed Book 597 Page 808, recorded 10/17/91, Allegany County Records.

The improvements thereon being known as 728 Baker Street.

IT BEING the same property that was conveyed from Wells Fargo Bank, N.A. to the City by deed dated April 9, 2018, and recorded among the Land Records of Allegany County, Maryland in Book 2050, Page 473.

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

TO HAVE AND TO HOLD the above-described property unto the Grantee, his personal representatives, heirs and assigns, in fee simple forever.

WITNESS the hand and seal of the City the day and year first above written.

WITNESS:

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring, City Clerk

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

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

I HEREBY CERTIFY, that on this ____ day of _____, 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$500.00; and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

I HEREBY CERTIFY that the within and foregoing document was prepared by, or under the supervision of, the undersigned, a Maryland attorney, and that a title search was not performed in connection with its preparation.

MICHAEL SCOTT COHEN

File Attachments for Item:

. **Order 27,051** - authorizing the Chief of Police to enter into a Memorandum of Understanding (MOU) with the Allegany County Health Department to receive grant funding in the amount of \$14,241 for overtime for officers to conduct drug interdiction events with the goal of reducing the illicit supply of opioids in Cumberland and Allegany County

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

ORDER NO. 27,051

DATE: August 16, 2022

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

THAT, the Chief of Police be and is hereby authorized to enter into a Memorandum of Understanding (M.O.U.) with the Allegany County Health Department on behalf of the City of Cumberland Police Department to receive grant funding for officer overtime in the amount of Fourteen Thousand, Two Hundred Forty-one Dollars and No Cents (\$14,241.00), and to partner with other local agencies, as appropriate, to conduct eleven (11) drug interdiction events by June 23, 2023, with the goal of reducing the illicit supply of opioids in Cumberland and Allegany County.

Raymond M. Morriss, Mayor

Grant Award No. F511N, FY23

Council Agenda Summary

Meeting Date: July 15, 2022

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

Item Title: FY23 Health Department Opioid Operational Command Center Grant

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

Authorize the Chief of Police to enter into a Memorandum of Understanding with the Allegany County Health Department to receive grant funding in the amount of \$14,241 for officers to conduct drug interdiction events with a goal of reducing the illicit supply of opioids in Allegany County.

Amount of Award: \$14,241

Budget number:

Grant, bond, etc. reference: Grant – reimbursable overtime

MEMORANDUM OF UNDERSTANDING

between

ALLEGANY COUNTY HEALTH DEPARTMENT

12501 Willowbrook Road SE
Cumberland, MD 21502

and

CUMBERLAND CITY POLICE DEPARTMENT

20 Bedford Street
Cumberland, Maryland 21502

This agreement is funded through grant monies made available from the Maryland Department of Health, Opioid Operational Command Center, grant award number F511N, fiscal year 2023, award period July 11, 2022 to June 30, 2023. The Allegany County Health Department agrees to pay the **Cumberland City Police Department** a total of **\$14,241** to conduct eleven combined drug interdiction events by June 23, 2023 with the goal of reducing the illicit supply of opioids in Allegany County.

Cumberland City Police Department agrees to complete the following:

1. Conduct 11 combined drug interdiction events by June 23, 2023.
2. Partner with the Allegany County Sheriff's Office, Frostburg City Police Department and Maryland State Police on interdiction events, as appropriate.
3. Use funding for officer overtime
4. Document the number of interdiction events completed.

The **Cumberland City Police Department** agrees to submit reports and invoices (including overtime vouchers, and receipts) for the above stated services on a monthly basis. Invoices and reports should only reflect the services and expenses from this grant award and should not be combined with any other Health Department grant funding (if applicable). Deadline for monthly report is the 5th of every month.

The activities of this agreement must be completed by June 23, 2023 and the final report must be completed by June 23, 2023. The Allegany County Health Department will remit reimbursement only after the above services are purchased and/or rendered, and proper invoices with overtime vouchers are submitted.

Chief Chuck Ternent
Cumberland City Police Department

Date: _____


Jenelle Mayer
Health Officer
Allegany County Health Department

Date: 7/11/22

The Cumberland City Police Department agrees to follow the policies of the Human Services Agreements Manual (HSAM) of the Maryland Department of Health that is sent via email.

File Attachments for Item:

. **Order 27,052** - authorizing the Chief of Police to enter into a Memorandum of Understanding (MOU) with the Allegany County Health Department to receive grant funding in the amount of \$3,000 for officers to work medication pickup and takeback events in an attempt to prevent opioid misuse

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

ORDER NO. 27,052

DATE: August 16, 2022

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

THAT, the Chief of Police be and is hereby authorized to enter into a Memorandum of Understanding (M.O.U.) with the Allegany County Health Department on behalf of the City of Cumberland Police Department to receive grant monies appropriated by the Allegany County Health Department in the amount of Three Thousand Dollars and No Cents (\$3,000.00), to conduct mini take-back events within the community and provide medication pick-up services to home-bound individuals between July 11, 2022 and June 30, 2023, in an attempt to reduce opioid misuse.

Raymond M. Morriss, Mayor

Grant Award No. (OMPP) F-870N

MEMORANDUM OF UNDERSTANDING

between

ALLEGANY COUNTY HEALTH DEPARTMENT

12503 Willowbrook Road SE

Cumberland, MD 21502

and

CUMBERLAND CITY POLICE DEPARTMENT

20 Bedford Street

Cumberland, MD 21502

This agreement is funded through grant monies made available from the Maryland Department of Health Office of Population Health Improvement Opioid Misuse Prevention Program (OMPP) F870N Fiscal Year 2023– Time period for Memorandum of Understanding from July 11, 2022 to June 30, 2023. As the Health Department is a government agency, this award does not permit allowance for indirect costs or the cost for use of agency vehicles.

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

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

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

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

The activities of this agreement must be completed by June 23, 2023 and the final report must be completed by June 23, 2023. The Allegany County Health Department will remit reimbursement only after the above services are purchased and/or rendered, and proper invoices with overtime vouchers are submitted.

Chief Chuck Ternent
Cumberland City Police Department

Date: _____

Jenelle Mayer
Health Officer
Allegany County Health Department

Date: 7/11/22

The Cumberland City Police Department agrees to follow the policies of the Human Services Agreements Manual (HSAM) of the Department of Mental Health and Hygiene that is sent via email

Council Agenda Summary

Meeting Date: July 15, 2022

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

Item Title: FY23 Health Department Opioid Misuse Prevention Program

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

Authorize the Chief of Police to enter into a Memorandum of Understanding with the Allegany County Health Department to receive grant funding in the amount of \$3,000 for officers to work mediation pick up and take back events in an attempt to prevent opioid misuse.

Amount of Award: \$3,000

Budget number:

Grant, bond, etc. reference: Grant – reimbursable overtime

File Attachments for Item:

. **Order 27,053** - authorizing Special Taxing District residential exemptions for 45 N. Centre Street (\$681.87); 43-45 N. Liberty Street (\$203.99); 50-52 N. Centre Street (\$300.73); 107 S. Centre St. (668.21); and 47 Baltimore Street (\$372.59)

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

ORDER NO. 27,053

DATE: August 16, 2022

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

THAT, the following Residential Exemption from the Special Taxing District
Levy for the 2022-2023 tax year be and is hereby granted:

Property / Owner	Tax Year / Account No.	Exemption Amt.
45 N. Centre St./ Daniel Rhee	2022-2023/14-003207	\$681.87
43-45 N. Liberty St./Wm. Humbertson	2022-2023/14 005773	\$203.99
50-52 N. Centre St./Wm. Humbertson	2022-2023/14 005781	\$300.73
107 S. Centre St./JoAnn Circosta	2022-2023/04 031601	\$668.21
47 Baltimore St./Robert Chevez	2022-2023/04 023226	\$372.59

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 07/01/2022 - 06/30/2023

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: 07-08-2022

For City use

Tax Account No: 14 003207 4P

	Assessed Amount	Tax Amount
Original	299067	1363.75
Exempt	149533	681.87
Billable	149534	681.88

City of Cumberland
SPECIAL TAXING DISTRICT REQUEST FOR EXEMPTION

Tax Year 07/01/2022 - 06/30/2023

I, William 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: William Humbertson

Date: 07-08-2022

For City use

Tax Account No: 14005773 4P

	Assessed Amount	Tax Amount
Original	89467	407.97
Exempt	44734	203.99
Billable	44733	203.98

City of Cumberland
SPECIAL TAXING DISTRICT REQUEST FOR EXEMPTION

Tax Year 07/01/2022 - 06/30/2023

I, William Humbertson request an exemption from the Special Taxing District Levy for property owned by me at: 50-52 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 Humbertson

Date: 07-08-2022

For City use

Tax Account No: 14 005781 49

	Assessed Amount	Tax Amount
Original	131 900	601.46
Exempt	65950	300.73
Billable	65950	300.73

Copy

City of Cumberland
SPECIAL TAXING DISTRICT REQUEST FOR EXEMPTION

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

I, Robert J. CHEVEZ request an exemption from the Special Taxing District Levy 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

For City use

Tax Account No: 04023226 4P

	Assessed Amount	Tax Amount
Original	247600	1129.06
Exempt	81708	372.59
Billable	165892	756.47

Dear Property Owner: This is your Tax Bill

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

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

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

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

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

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

For additional tax information lift the bottom panel

To Pay by Credit Card,

please see reverse side of the panel below

When paying in person, please present the entire bill.

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

TAX YEAR 7/01/2022-6/30/23

Account Number	04023226	Assessment Corrected	Assessment
			247,600
Tax Description		Rate	Amount
Special Tx		.4560	1,129.06
BILL# 072260003			
INT. & PENALTY STARTS			
10/01/2022 2% PER MONTH			
Account Number	04023226	Total Tax	1,129.06

CHEVEZ ROBERT J SR-ROSARIO
47 BALTIMORE ST
23X105

Oct. and beyond includes interest

	ANNUAL PAYMENT AMOUNTS	COUPON #2 AMOUNTS	COUPON #1 AMOUNTS
T	Jul 1,129.06	*****	*****
A	Aug 1,129.06	*****	*****
X	Sep 1,129.06	*****	*****
P	Oct 1,151.64	*****	*****
A	Nov 1,174.22	*****	*****
Y	Dec 1,196.80	*****	*****
E	Jan 1,219.38	*****	*****
R	Feb 1,241.96	*****	*****
	Mar 1,264.54	*****	*****
C	Apr 1,287.12	*****	*****
O	May 1,309.70	*****	*****
P	Jun 1,332.28	*****	*****

FOR ADDITIONAL TAX INFORMATION LIFT THIS PANEL AT THE BOTTOM

WHEN PAYING IN PERSON, PRESENT THE ENTIRE BILL

TAX YEAR 7/01/2022-6/30/23

TAX YEAR 7/01/2022-6/30/23

TAX YEAR 7/01/2022-6/30/23

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

Tax Description	Rate	Amount
Special Tx	.4560	1,129.06
BILL# 072260003		
INT. & PENALTY STARTS		
10/01/2022 2% PER MONTH		
Total Tax		1,129.06

ANNUAL PAYMENT COUPON

Oct. and beyond includes interest

Account Number	04023226	Assessment Corrected	Assessment
			247,600
PAY THIS AMOUNT			
Jul	1,129.06	Jan	1,219.38
Aug	1,129.06	Feb	1,241.96
Sep	1,129.06	Mar	1,264.54
Oct	1,151.64	Apr	1,287.12
Nov	1,174.22	May	1,309.70
Dec	1,196.80	Jun	1,332.28

ACCOUNT# 04023226
CHEVEZ ROBERT J SR-ROSARIO

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

SEMI-ANNUAL PAYMENT COUPON #2

PAY THIS AMOUNT

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

ACCOUNT# 04023226
CHEVEZ ROBERT J SR-ROSARIO

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

SEMI-ANNUAL PAYMENT COUPON #1

PAY THIS AMOUNT

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

ACCOUNT# 04023226
CHEVEZ ROBERT J SR-ROSARIO

COPY OF
Prior

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

ORDER NO. 26,511

DATE: August 20, 2019

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

THAT, the following Residential Exemptions from the Special Taxing District
Levy for the 2019-2020 tax years be and are hereby granted:

Property / Owner	Tax Year / Account No.	Exemption Amt.
47 Baltimore St. - Chevez	2019-2020 Tax No. 04-023226-4P	\$397.42
33 N. Centre St. - Sasaki/Gusella	2019-2020 Tax No. 14-002847-4P	\$625.39



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

APPROVED AUG 20 2019

RCVD

CLERK'S OFFICE

2022AUG3 PM4:01

SPECIAL TAXING DISTRICT

REQUEST FOR EXEMPTION

Tax Year 7/22 - 6/3/23

I Jo Ann Ciriosta request an exemption from the Special Taxing District Levy for property owned by me at:

107 So. Centre St.
Cumberland, MD 21502

My request is based upon the fact that this property is used for:

Industrial _____

Residential 100%

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

Industrial % _____

Residential % _____

Signed

Date

[Signature]
08/02/2022

04 031601 - 45

249333 = 668.21

**JO ANN CIRCOSTA PH D
107 S CENTRE ST.
CUMBERLAND, MD 21502-3022**

August 2, 2022

Ms. Margie Eirich
City of Cumberland
57 North Liberty St.
Cumberland, MD 21502

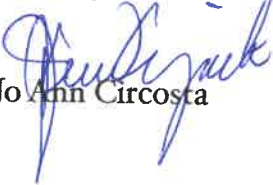
Re: Special Tax: Acct. #04031601

Dear Ms. Eirich:

Please find enclosed a request for exemption from the Special Tax for the tax year 07/01/22-6/3023 on my property at 107 S. Centre Street, Cumberland, MD. The property continues to be 100% owner occupied.

I can be reached at (502) 797-0881 or jcirocstao8@gmail.com should any questions arise.

Thank you and best regards,


Jo Ann Circosta

File Attachments for Item:

. **Order 27,054** - authorizing the Chief of Police to accept a FY23 MCIN Grant in the amount of \$256,878.00 to be used for overtime to support crime reduction patrols, targeted enforcement, intelligence gathering, apprehension of violent criminals, and streamlining information sharing to address gang and drug trafficking

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

ORDER NO. 27,054

DATE: August 16, 2022

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

THAT the Chief of Police be and is hereby authorized to accept an FY23 MCIN grant entitled “Allegany County MCIN Coalition Program” in the amount of Two Hundred Fifty-six Thousand, Eight Hundred Seventy-eight Dollars and No Cents (\$256,878.00) for the period 7/1/22 – 6/30/23 for personnel and overtime costs associated with the Cumberland Police Department’s focus on crime reduction patrols, targeted enforcement, intelligence gathering, apprehension of violent criminals, and streamlining information sharing to address gang and drug trafficking.

Raymond M. Morriss, Mayor

Grant: MCIN-20230006



GOVERNOR'S COORDINATING OFFICES

Community Initiatives • Service & Volunteerism • Performance Improvement
Crime Prevention, Youth, & Victim Services • Small, Minority, & Women Business Affairs
Banneker-Douglass Museum • Volunteer Maryland • Deaf & Hard of Hearing

August 08, 2022

Chief Chuck Ternent
Chief of Police
Cumberland Police Department
20 Bedford Street
Cumberland, MD 21502

RE: MCIN-2023-0006

Dear Chief Ternent:

I am pleased to inform you that your grant application submitted by **Cumberland Police Department**, entitled "**Allegany County MCIN Coalition Program**," in the amount of \$256,878.00 has received approval under the Maryland Criminal Intelligence Network program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Cumberland Police Department has administered the Maryland Criminal Intelligence Network (MCIN) – Cumberland since 2018, which mandates its focus on identifying, disrupting, and dismantling gangs and violent criminal networks involved in the distribution of illegal drugs, the use of firearms in crimes of violence, human trafficking, or other inherently violent criminal enterprises, through enforcement, prevention, intervention, and reentry strategies. The Cumberland Police Department's FY23 MCIN Coalition Program works to collaborate and coordinate tactics, resources, and intelligence through comprehensive data sharing, cross-jurisdictional partnerships, effective policies, and supporting technologies in Allegany County. The program will focus on conducting investigations, executive search and seizure warrants, execute arrest warrants, and Grand Jury Indictments, together with Street Interdiction assignments. Additionally, these monies will support: crime reduction patrols, targeted enforcement, and intelligence gathering/analysis, apprehension of violent criminals, emerging technologies, and streamlines information sharing to address gang and drug trafficking. Grant funds will be obligated for contractual services, personnel services, and overtime for increased manpower within allied agencies, the Allegany County Narcotics (C3I/N), and a Peer Recovery Specialist. The MCIN Grant further contains the Gun Violence Reduction Program assisting in development and implementation strategies intended to reduce gun related crime in the State of Maryland.

Please pay particular attention to the instructions included on the grant award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are also located online, at www.goccp.maryland.gov. The chief elected official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the grant award, must sign the original Grant Award & Acceptance Form, initial each page of the Special Conditions document, and upload them in the Grants Management System within **twenty-one (21) calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.



Regional Monitor:
Fiscal Specialist:

Jones, Quentin
Lee, Dorothy

Governor's Office of Crime Control and Prevention

Budget Notice

Grant Award Number:	MCIN-2023-0006	
Sub-recipient:	Cumberland Police Department	
Project Title:	Allegany County MCIN Coalition Program	
Implementing Agency:	Cumberland Police Department	
Award Period:	07/01/2022 - 06/30/2023	CFDA: State General Fund

Funding Summary	Grant Funds	100.0 %	\$256,878.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$256,878.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
Crime Analyst	Fringe	Grant Funds	\$12,382.00
Crime Analyst	Salary	Grant Funds	\$56,000.00
Law Enforcement	Fringe	Grant Funds	\$443.00
Law Enforcement	Overtime	Grant Funds	\$30,557.00
Law Enforcement Gun Violence	Fringe	Grant Funds	\$140.00
Law Enforcement Gun Violence	Overtime	Grant Funds	\$9,600.00
MCIN Coordinator	Fringe	Grant Funds	\$4,284.00
MCIN Coordinator	Salary	Grant Funds	\$56,000.00

Personnel Total: \$169,406.00

Contractual Services

Description	Funding	Quantity	Unit Cost	Total Budget
Allied Law Enforcement -Overtime	Grant Funds	0	\$3,000.00	\$9,000.00
MCIN Special Prosecutor	Grant Funds	0	\$0.00	\$65,000.00
Peer Recovery Specialist	Grant Funds	0	\$0.00	\$3,704.00

Contractual Services Total: \$77,704.00

Other

Description	Funding	Quantity	Unit Cost	Total Budget
Cellebrite License Renewal	Grant Funds	0	\$0.00	\$4,300.00
IBM Crime Analyst Notebook	Grant Funds	0	\$0.00	\$1,634.00
MSAB XRY License Renewal	Grant Funds	0	\$0.00	\$3,834.00

Other Total: \$9,768.00

Approved:

Governor's Office of Crime Control and Prevention Authorized
Representative

Effective Date: 8/4/2022

Council Agenda Summary

Meeting Date: August 16, 2022

Key Staff Contact: Chief Chuck Ternent

Item Title: FY23 Maryland Criminal Intelligence Network (MCIN) grant

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

Authorize the Chief of Police to accept the FY23 MCIN Grant in the amount of \$256,878.00 to be used to support crime reduction patrols, targeted enforcement, intelligence gathering, apprehension of violent criminal, streamline information sharing to address gang and drug trafficking. Grant funds will be obligated for contractual salaries, personnel services and overtime for increased manpower within allied agencies.

Amount of Award: \$3,000

Budget number:

Grant, bond, etc. reference: Grant – reimbursable overtime

File Attachments for Item:

. **Order 27,055** - authorizing the Sole Source purchase of water meters and smartpoints from L/B Water Service in the amount not-to-exceed \$170,000 for FY23

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

ORDER NO. 27,055

DATE: August 16, 2022

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

THAT, L/B Water Service, Inc., 550 S. High Street, Selinsgrove, PA, 17870 is hereby approved as the sole source vendor for the purchase of water meters and smartpoints for FY23; and

BE IT FURTHER ORDERED, that FY23 purchases from L/B Water Service, Inc. for water meters and smartpoints shall not exceed One Hundred Seventy Thousand Dollars and No Cents (\$170,000.00).

Raymond M. Morriss, Mayor

Budget: 002.220.39300 Water Meters and Fittings

Council Agenda Summary

Meeting Date: October 5, 2021

Key Staff Contact: Marty Watts, Water Distribution Superintendent

Item Title:

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

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

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

Amount of Award:

\$170,000

Budget number:

002.220 39300 Water Meters and Fittings

Grant, bond, etc. reference:

File Attachments for Item:

. **Order 27,056** - authorizing the purchase of 2K feet of 6" C900 PVC water pipe from L/B Water Service, Inc. for the Avondale Ave. Water Line Project in the not-to-exceed amount of \$33,280 for FY23

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

ORDER NO. 27,056

DATE: August 16, 2022

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

THAT, the purchase of 2,000 feet of 6-inch C900 PVC water pipe from L/B Water Service, Inc., Selinsgrove, PA, 17870 for the Avondale Avenue Water Line Replacement Project be and is hereby approved in the amount not-to-exceed Thirty-three Thousand, Two Hundred Eighty Dollars and No Cents (\$33,280.00).

Raymond M. Morriss, Mayor

Budget: 002.299.DS8

Council Agenda Summary

Meeting Date: August 16, 2022

Key Staff Contact: Marty Watts, Water Distribution Superintendent

Item Title:

Order to Allow the purchase of 2,000' of 6" C900 pvc water pipe for the Avondale Ave water line replacement project, from L/B Water Service, Inc. Selinsgrove, PA, 17870. In the amount not to exceed \$33,280.00.

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

Requesting an order to allow a payment of \$33,280.00 to L/B Water Service Inc. for the purchase of 2,000' of 6" C900 pvc water pipe for the Avondale Ave. water project. These items were sent out for bid. L/B Water Service Inc. came in at the lowest bid and was awarded this portion of the project. Due to the conflicts that are taking place in our western countries i.e Russia and Ukraine (which are the world's leading manufacturer of materials that are used to produce potable water pipe) the industry has added new sur-charges for each purchase of water pipe. This is nationwide and no company is exempt from that. Because of this added cost the total purchase exceeds the \$25,000 threshold in the city's purchasing policy, and needs approval from the Mayor and City Council.

Amount of Award:

\$33,280.00

Budget number:

002.299 DS8

Grant, bond, etc. reference:

File Attachments for Item:

. **Order 27,057** - accepting the proposal of Bennett, Brewer & Associates for the "Final Design of the South End Water Main Replacement Project" (2-22-W) in the not-to-exceed lump sum amount of \$221,664 to include additional coordination and field investigation, permitting, base mapping and finalization of plans and specs

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

ORDER NO. 27,057

DATE: August 16, 2022

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

THAT, the proposal of Bennett, Brewer and Associates, LLC, 23 East Main Street, Frostburg, MD, 21532, to provide engineering services for the Final Design of the South End Water Main Replacement Project (2-22-W) be and is hereby accepted in the not-to-exceed lump sum amount of Two Hundred Twenty-one Thousand, Six Hundred Sixty-four Dollars and No Cents (\$221,664.00) to include additional coordination and field investigation, permitting, base mapping, and finalization of plans and specifications to become bid-ready.

Raymond M. Morriss, Mayor

Budget: 002-299.DS6

July 26, 2022

City of Cumberland
Engineering Office
57 North Liberty Street
Cumberland, Maryland 21502

ATTENTION: Mayor and City Council of Cumberland, Maryland

RE: ENGINEERING SERVICES
SOUTH END WATER MAIN REPLACEMENT - ENGINEERING SERVICES – CITY
PROJECT NUMBER 2-22-W

Dear Mayor and City Council:

Bennett, Brewer, & Associates are pleased to submit herewith a proposal to provide professional services for the above referenced project. Based on the scope of work outlined in the PER dated July 2022, discussions, site visits, and previous jobs of a similar nature, it is our understanding that the scope of services shall include all necessary design required to produce construction documents for replacement of water mains, and appurtenances, outlined in the aforementioned PER. We are prepared to perform the following tasks associated with this project:

SCOPE OF WORK

Phase I – Preliminary Engineering

I-1 Kick-Off Meeting (Cumberland)

Meet with City officials and staff, and representatives from various city departments to visit the project site and to review project goals and objectives; including, identification of points of contact, scheduling, funding, payment process, identification of regulatory jurisdictions (if any) and other project related matters.

I-2 Review Existing Documents and Data

Review existing documents and reports, data and other related information to the project as available.

I-3 Preliminary Field Investigation

Perform a desk top survey of the project area to determine project limits, rights-of-way, and other boundaries. Verify findings in the field. Identify additional survey requirements. Perform an in-depth site visit to identify the project route, boundaries, and potential problem areas. Coordinate with CSX and SHA. Identify potential impacts to adjacent properties (if any) and report any findings to the City. Inspect existing asphalt to verify condition and method/limit of repairs (patching, leveling, milling, etc...)

Bennett, Brewer
& Associates, LLC

23 East Main Street
Suite 200
Frostburg, MD 21532

Phone (301) 687-0494
Fax (301) 687-0495

Phase II – Design

II-1 Identify Possible Issues – Make Design Decisions

Based on desktop analyses and field surveys, identify issues. Identify the advantages and disadvantages of each option for consideration by the City. Identify regulatory permits (if any) to be required for the project.

II-2-1 Field Survey

Perform supplemental field survey, including topographical features, curbs, sidewalks, access/entrance points, buildings, aerial and underground utilities, and all other visible surface features of the selected route which require additional detail sufficient to impact the design.

II-3 Develop Detailed Base Mapping

Develop detailed base mapping of all existing topographic and planimetric features of the selected route including all necessary research, computations, incorporation and verification of reference drawings, CAD drafting, etc.. required to prepare a plan of the aforementioned data at an appropriate scale and format. Said plan shall serve as a base map for all engineering and site improvements.

II-4 Prepare Site/Utility Plans - 90% Submittal

Prepare plans that are 90% complete and submit to the City for review and comment. Once all site parameters have been established, the basic infrastructure design shall be completed in accordance with the applicable regulatory, environmental, and engineering constraints. This phase will include the preparation of site/utility plans. Complete Maintenance of Traffic Plan, cost estimate, and specifications.

II-5 Acquire Regulatory Permits

Prepare and submit all required permit applications for the project, including but not limited to the City, Allegany County Soil Conservation District, etc...

II-6 Prepare Site/Utility Plans - Bid Issue

Incorporate any remaining comments and prepare plans and technical specifications that are bid issue ready (100% complete) and submit ten sets of plans and specifications to the City and issue to prospective contractors. Provide electronic files of plans and specifications in the required format.

II-7 Perform QA/QC

Perform preliminary and final quality assurance/quality control review of the plans and contact documents and technical specifications for the project.

II-8 Community Outreach - Public Meetings

Coordinate a Community Outreach – Public Meetings program that includes scheduling, presentation materials (color wall map) and 3 sets of plans. Serve as meeting host on behalf of the City.

II-9 Bid Support

Respond to questions or requests for information from prospective contractors. Prepare and distribute addendums as necessary. Prepare a bid tabulation upon receipt of bids. Evaluate bids and provide a recommendation to the city.

II-10 Project Coordination

Coordinate and address regulatory requirements with the appropriate regulatory agencies, including, funding and payment procedures, meeting requirements, and scheduling.

GENERAL CONSTRAINTS –

1. This proposal is intended to include all plans, surveys, permit support (not including fees), and specifications required for the construction of the proposed improvements.
2. All permit (CSX, NPDES, SCS, MSHA, ...) and advertisement fees, or other costs not outlined herein as civil engineering design services will be submitted by the ENGINEER to the OWNER as extras or add-ons.
3. This proposal does not include any construction survey stakeout, inspection, or contract administration services.
4. This proposal assumes that the work is defined by the city as 'redevelopment' with respect to stormwater management. As such, stormwater management is not considered or necessary.
5. The limits of the project are as shown on the attached sketch.

COMPENSATION - FEE SCHEDULE

Based on the above scope of services, our fee for this project is **\$221,664.00***

* Total includes all mileage, travel time, materials, etc..

PROJECT SCHEDULE

We propose to complete and submit bid-ready documents for South End Water Main Replacement, City Project Number 2-22-W within 180 days of Notice to Proceed. Bennett, Brewer & Associates routinely performs similar services for projects of equal or greater scope to meet funding or other client-imposed deadlines. The size, experience, and depth of our staff allow us the flexibility to allocate the necessary resources for each component of the project as needed, to meet our required goals.

We look forward to providing our services for this project and hope to be working together in the upcoming months. If you should have any questions, please contact this office at (301) 687-0494.

Sincerely,



Steven Kenneth Bennett, PE
Principal Engineer
23 East Main Street, Suite 200
Frostburg, Maryland 21532

NEW WATER LINE - SOUTH END
CITY OF CUMBERLAND
ALLEGANY COUNTY, MARYLAND



LEGEND KEY

- NEW 12" WATER
- NEW 8" WATER
- NEW 6" WATER

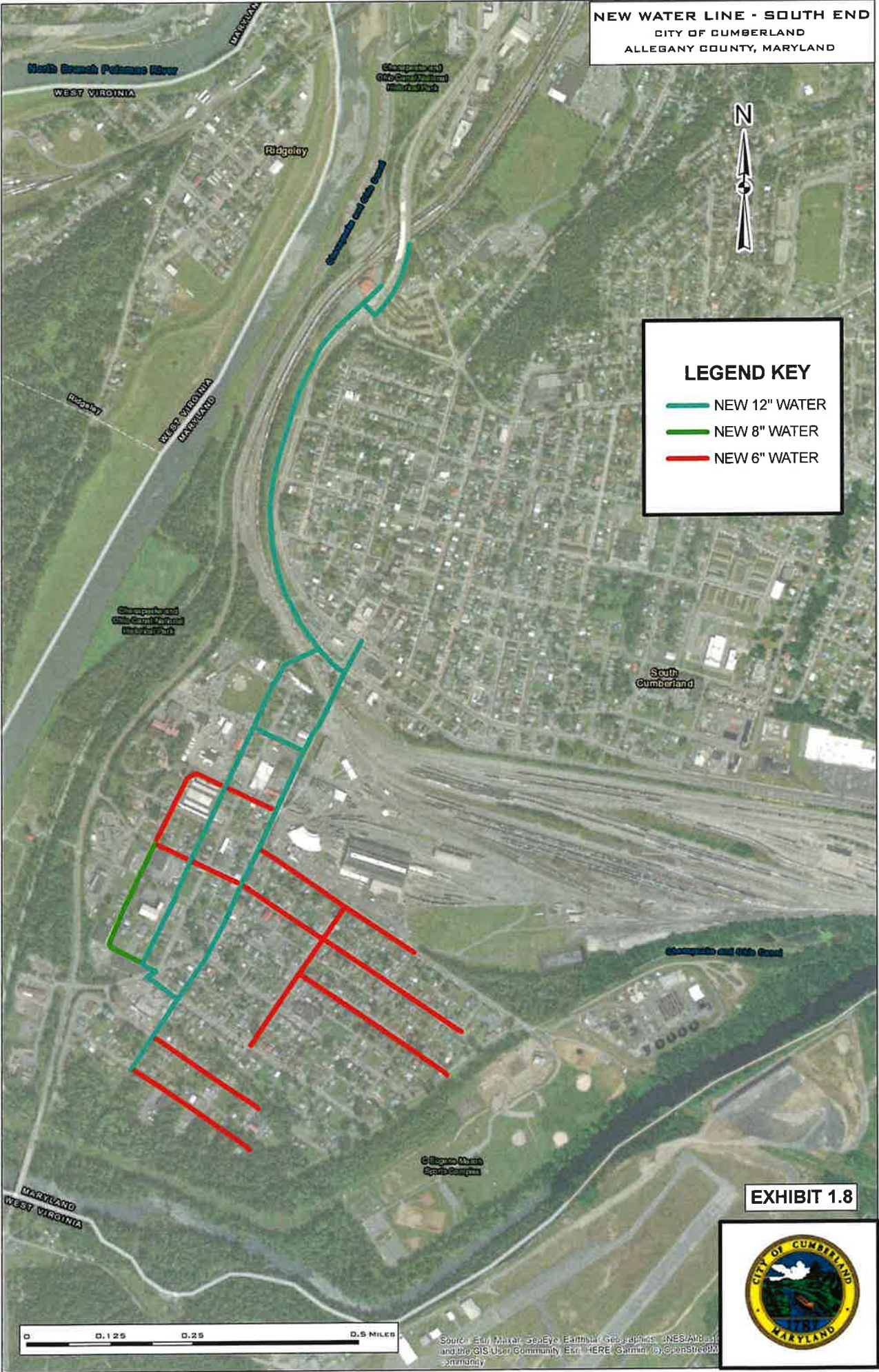


EXHIBIT 1.8



Source: Esri, Maxar, GeoEye, Earthstar, GeoEye, IGN, AerGRID, Airbus, and the GIS User Community, Esri, HERE, Garmin, OpenStreetMap, and the GIS User Community.

Council Agenda Summary

Meeting Date: 8/16/2022

Key Staff Contact: Robert Smith, PE

Item Title:

Final Design and Bidding Services with Bennett, Brewer & Associates

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

Final design of the South End Water Main Replacement project. Final design will include additional coordination, permitting, additional field investigation, base mapping, and finalization of plans and specifications to become bid ready. Design services cost \$221,664.00.

Amount of Award: \$221,664.00

Budget number: 002.299.DS6

Grant, bond, etc. reference: City Funds

File Attachments for Item:

. **Order 27,058** - authorizing the execution of a Quitclaim Bill of Sale to transfer ownership of the Fayette Street Bridge from CSX to the City

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

ORDER NO. 27,058

DATE: August 16, 2022

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

THAT, the Quitclaim Bill of Sale from CSX Transportation, Inc. to the Mayor and City Council of Cumberland, which transfers ownership of the Fayette Street Bridge to the City, be and is hereby accepted.

Raymond M. Morriss, Mayor

QUITCLAIM BILL OF SALE

THIS QUITCLAIM BILL OF SALE is made this ____ day of _____, 2021, by CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, ("**Seller**"), in favor of the MAYOR AND CITY COUNCIL OF CUMBERLAND, a Maryland municipal corporation ("**Buyer**").

In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration (the sufficiency and receipt of which are hereby acknowledged), Seller does hereby quitclaim unto Buyer, all of Seller's right, title and interest, if any, in and to all of the Fayette Street Bridge and associated tangible personal property that is now affixed to said bridge located at railroad milepost BA 179.35 in Cumberland, Alleghany County, Maryland, as further described in Exhibit "A" and used in connection with the management, operation, or repair thereof (collectively, "**Personal Property**").

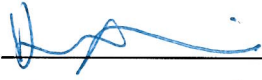
TO HAVE AND TO HOLD the Personal Property unto Buyer and Buyer's heirs, legal representatives, successors and assigns forever.

THE PERSONAL PROPERTY IS BEING QUITCLAIMED "**AS IS**", "**WHERE IS**", AND "**WITH ALL FAULTS**" AS OF THE DATE OF THIS BILL OF SALE, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PERSONAL PROPERTY OR SELLER'S TITLE THERETO. BUYER IS HEREBY THUS ACQUIRING THE PERSONAL PROPERTY BASED SOLELY UPON BUYER'S OWN INDEPENDENT INVESTIGATIONS AND INSPECTIONS OF THAT PROPERTY AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY SELLER OR SELLER'S AGENTS OR CONTRACTORS. SELLER HAS MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE ANY OF THE PERSONAL PROPERTY.

Remainder of Page Intentionally Left Blank
Signature Page to Follow


IN WITNESS WHEREOF, Seller has hereunto affixed its corporate name by the officer duly appointed and authorized to do so, the day and year first above written.

Signed, sealed and delivered
in the presence of:



Mary Kay Bottomley

CSX TRANSPORTATION, INC.:

By: 

Print Name: Christina W. Bottomley
Print Title: Head of Real Estate

Attest  (SEAL)

Secretary
Print Name: Mark D. Austin

EXHIBIT "A"

Personal Property Description

All that certain personal property of Seller located at or near the City of Cumberland, Allegany County, Maryland, known as the Fayette Street Bridge, being an elevated bridge structure and associated appurtenances over Seller's operating railroad corridor at railroad milepost BA-179.35; Latitude 39.652514108407175, Longitude -78.77039024632654, and being further described and identified as Seller's bridge number 68-B; State bridge number A-C-08; US DOT Crossing Inventory Number 144690C, all as depicted on Seller's Baltimore and Ohio RR System Cumberland Division Bridge map No. 68-B dated October 23, 1947, and shown on Seller's Right-of-Way and Track Map - Chessie System, Maryland Division, Mountain Subdivision map V402/S1 dated October 12, 1977.

Council Agenda Summary

Meeting Date: 8/16/2022

Key Staff Contact: Robert Smith, PE

Item Title:

Fayette Street Bridge Quitclaim Bill of Sale from CSX Transportation Inc. to the City (43-18-BR)

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

This order allows the City to execute a Quitclaim Bill of Sale to transfer ownership of the Fayette Street Bridge to the City from CSX Transportation. This order would place the bridge in the City's possession so that the bridge project will become eligible for Federal Bridge Replacement funding through FHWA/MDOT SHA.

Amount of Award: N/A

Budget number: N/A

Grant, bond, etc. reference: N/A

File Attachments for Item:

. **Order 27,059** - authorizing the execution of a Construction Agreement with CSX outlining the terms for the removal and replacement of the Fayette St. Bridge (43-18-BR)

Council Agenda Summary

Meeting Date: 8/16/2022

Key Staff Contact: Robert Smith, PE

Item Title:

Fayette Street Bridge Construction Agreement (43-18-BR)

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

An order authorizing execution of a Construction Agreement with CSX Transportation, Inc. outlining terms for the removal and replacement of the Fayette Street Bridge.

Amount of Award: N/A

Budget number: N/A

Grant, bond, etc. reference: N/A

**BRIDGE RECONSTRUCTION
FAYETTE STREET OVER CSXT
CUMBERLAND, ALLEGANY COUNTY, MARYLAND
CSXT MP BA 179.35
CSXT OP NUMBER MD0451**

CONSTRUCTION AGREEMENT

This Construction Agreement (“**Agreement**”) is made as of _____, 2021, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“**CSXT**”), and Mayor and City Council of Cumberland, Maryland, a body corporate and political subdivision of the State of Maryland (“**Agency**”).

EXPLANATORY STATEMENT

1. Agency has proposed to design and construct, or to cause to be designed and constructed, the removal and replacement of the Fayette Street bridge over CSXT at CSXT MP BA 179.35, DOT# 144690C, Cumberland, Allegany County, Maryland (the “**Project**”).
2. Pursuant to that certain Quitclaim Bill of Sale dated _____ and recorded at Book ___, Page ___ of the Allegany County Land Records on _____, Agency has assumed full ownership of the Fayette Street Bridge as required to proceed with the Project.
3. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds (other than funds to be contributed by CSXT, as herein described) necessary to construct the Project.
4. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; and (ii) CSXT retains the paramount right to regulate all activities affecting its property and operations.
5. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. **Project Plans and Specifications**

- 1.1 **Preparation and Approval.** Pursuant to **Exhibit A** of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Project Cost (which term is defined in section 4.1 of this Agreement), by Agency or its contractors (“**Contractors**”). Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject to the review and approval of CSXT. Agency shall not start work on the Project until CSXT has approved the Plans, which approval may be reasonably withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. In the event CSXT rejects the Plans, it shall diligently work with Agency to amend them under mutually acceptable terms and conditions. Such plans, specifications and drawings, as prepared or approved by CSXT, are referred to as the “**Plans**”, and shall be

incorporated and deemed a part of this Agreement. Plans submitted to and approved by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.

- 1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans. Any amendments to the Plans shall be signed by Agency and City's Engineering Representative (i.e., Agency's City Engineer and CSXT's Project Manager, or such other individuals whom may be designated as such by written notice of one party to the other).
- 1.3 Compliance with Plans and Federal Standards. The Project shall be constructed in accordance with the Plans. It is understood that the Project herein contemplated is to be financed with the aid of funds appropriated by the Federal Government and expended under Federal regulations; that all plans, estimates of cost, specifications, awards of contracts, acceptance of work, and procedures in general are subject at all times to all Federal laws, rules, regulations, orders, and approvals applying to it, as a Federal-aid project.

2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

- 2.1 CSXT Work. At Project Cost, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements. Agency shall not be liable in whole or in part for any violations of CSXT's aforesaid contractual obligations except to the extent it is responsible for such violations and only if it had advance knowledge of those obligations.
 - 2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Project Cost.
 - 2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iii) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than **December 31, 20242028**, unless the parties mutually agree to extend such date.
3. Special Provisions. Agency shall observe and abide by, and shall require its Contractors to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the "Special Provisions"). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT

Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

4. Cost of Project and Reimbursement Procedures. Agency has secured federal funding for the Project, which funding will cover 80% of the Project Costs, as defined below (the "Federal Share"). CSXT hereby agrees to fund 20% of the estimated Project Costs (based off Agency's OOM estimate of ~~\$2,8006,000, dated Aug. 5, 2019~~000), not to exceed \$5601,200,000 (the "CSXT Share"), subject to this Section 4. Additional Project Costs beyond the Federal Share and the CSXT Share shall be the responsibility of Agency.

- 4.1 Project Costs. The Project Costs will include all costs eligible for federal funding for the Project in accordance with the Federal Highway Administration's Federal-Aid Policy Guide, 23 CFR Part 646, Subpart A and Subpart B and the Federal Highway Administration's Bridge Replacement and Rehabilitation Program, 23 CFR Part 650, Subpart D, and all supplements and amendments thereto, which costs shall include design concept, preliminary engineering design and reviews, final design engineering, design drawings, construction drawings and specifications and reviews and revisions (including CSXT and Agency reviews and revisions), completion of all required environmental documentation, demolition of the old bridge structure, actual reconstruction of the bridge substructure, superstructure, decking, paving, and utilities, all necessary utility relocations, safety fencing, CSXT flagging or assigned construction safety inspectors, and actual costs for construction inspection ("Project Costs"). To the extent Agency requires design features and/or construction means or methods or other extras which are in excess of applicable federal, state or local laws, ordinances, regulations, franchises, conduit agreements or minimum standards (such excess requirements being hereafter referred to as "Extras"), then Agency will pay 100% of the additional cost of such Extras. Each month, Agency will provide CSXT with monthly invoices of Project Costs incurred. The Engineering Representatives will cooperate by reviewing, regularly conferring and attempting to resolve any differences regarding invoices, Project Costs and Extras, the Plans or any changes thereto. In the event a dispute arises regarding any of these matters, the Parties will promptly pursue the dispute resolution process set forth in Section 13.

- 4.2 CSXT Payment Schedule. CSXT will make payments for the CSXT Share of the Project Costs as follows:

- (a) After ninety (90) business days following the execution of the Agreement and Quitclaim Bill of Sale, Agency will invoice CSXT for ~~one half of the CSXT Share of the Project Costs (i.e., \$2801,200,000) upon commencement of the Project, and for the remaining one half of the CSXT Share of the Project Costs (i.e., \$280,000) upon final completion of the project.~~ Within sixty (60) business days after Agency delivers its invoices for the CSXT Share of the Project Costs, CSXT will deliver payment of each invoice. Any and all disputes over the amount of the Agency's invoices to CSXT will be subject to dispute resolution under Section 13.
- (b) Agency will submit its invoices to the following address (electronic invoices may be sent via email):

Derek S. Mihaly, P.E.
Project Manager II
CSX Transportation
2000 West Cabot Blvd, Suite 130
Langhorne, PA 19047

- 4.3 Reconciliation; Audit. Within ninety (90) days of the completion of the Project as determined by Agency's City Engineer, Agency will prepare and deliver to CSXT a final accounting and reconciliation of Project Costs and payments. Based on the accounting and reconciliation, Agency will tender reimbursement to CSXT for any overpayment of the CSXT Share or CSXT will tender reimbursement to Agency for any underpayment of the CSXT Share. If CSXT or Agency disputes the accounting and/or reconciliation, the Engineering Representatives will promptly meet to resolve any such dispute and if the dispute is not resolved, the Parties will pursue the dispute resolution process set forth in Section 13. Either party, at its sole cost, or both Parties jointly, may conduct an audit of the Project and both Parties will cooperate in such audit. Any written audit report will be provided to both Parties.
- 4.3 Estimate. Agency has estimated the total Project Costs as shown on Exhibit D (the "**Estimate**", as amended or revised). In the event Agency anticipates that actual Project Costs may exceed such Estimate, it shall provide CSXT with the revised Estimate of the Project Costs, for CSXT's review and approval. Any and all disputes over any revised Estimate will be subject to dispute resolution under Section 13.
5. Appropriations Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to cover the Federal Share (i.e., 80% of the Project Costs) encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover any additional Project Costs (i.e., costs beyond the Federal Share and the CSXT Share) encompassed by subsequent Estimates provided by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.
6. Easements and Licenses
- 6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.
- 6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT.
- 6.3 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to the parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and plat plans for the easements. To the extent possible, the parties shall follow the procedures set forth in Section II of the Federal Highway Bridge Program Guidelines for Local Government, as amended from time-to-time so that these costs are included within the Project Costs eligible for federal funding.
7. Permits At Project Cost, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.

8. Termination

- 8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.
- 8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency, provided Agency fails to commence efforts to remedy such failure within the aforesaid time frame. So long as Agency commences such efforts within the aforesaid time frame, it shall have thirty (30) calendar days from the date of the delivery of the notice of failure to remedy such failures
- 8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for the reimbursable expenses identified in this paragraph which are incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of the said reimbursable expenses in accordance with Section 4.

9. Insurance In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.

10. Ownership and Maintenance

- 10.1 By Agency. Agency shall own and, without cost to CSXT, maintain, repair, replace and renew, or cause same to be done, in good condition and repair to CSXT's satisfaction, the highway overpass structure, the roadway surfacing, the roadway slopes, the retaining walls, and the highway drainage facilities. In the event that Agency fails to properly maintain such structures and improvements and such failure, in the opinion of CSXT, jeopardizes the safe and efficient operation of its property, CSXT shall be entitled to remedy such failure and recover from Agency the costs incurred by CSXT in doing so.
- 10.2 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be reasonably withheld, and the execution of such agreements as CSXT may require.

11. Indemnification

- 11.1 Generally. To the maximum extent permitted by applicable law, Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.
- 11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.
- 11.3 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.
- 11.4 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
- 11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.
12. Independent Contractor. The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT and that neither CSXT nor its contractors shall be deemed either agents or independent contractors of Agency. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole but reasonable discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.
13. Dispute Resolution. In the event any dispute or controversy arises between the Parties regarding any of the provisions of this Agreement, including but not limited to the meaning or interpretation of its

provisions or its operation, as well as the duties and responsibilities of the Parties, it is agreed that the Parties will proceed in accordance with the following dispute resolution process:

Level One

The Engineering Representative of the party contending a dispute exists shall provide written notice of the dispute to the other party's Engineering Representative. The engineers or other representatives of the Parties directly dealing with the issue in dispute will meet in a good faith attempt to achieve resolution.

Level Two

If the dispute is not resolved at Level One within 20 calendar days from the date of the last Level One meeting, the Level One engineers or other representatives will prepare and exchange written documents with supporting materials setting forth each side's position and supporting reasons. Within 15 calendar days from the date of exchange, the direct supervisors of the respective Level One engineers or other representatives will meet in a good faith effort to achieve resolution.

Level Three

If the dispute is not resolved at Level Two within 20 calendar days from the date of the last Level Two meeting, Agency's City Engineer and the CSXT Chief Engineer – Design & Construction will promptly meet in a good faith effort to achieve resolution. Upon 7 calendar days written notice, either party may elect to have a neutral mediator experienced in construction/engineering matters appointed to facilitate settlement in connection with the meeting. If the Parties cannot agree on a mediator within 7 calendar days of the date of the election, a mediator will be selected under the American Arbitration Association Mediation Rules. The cost of the mediation will be divided evenly.

Level Four

If the dispute is not resolved at Level Three after 30 calendar days from the date of the last Level Three meeting, either party upon 15 calendar days written notice may initiate final and binding arbitration of the dispute under the Rules of the American Arbitration Association. The arbitration will take place in Cumberland before a single arbitrator and the costs of the arbitration will be shared equally. If the dispute is not resolved at Level Three and arbitration is not initiated, the dispute shall be deemed to have been resolved in the favor of the party who did not initiate the dispute resolution process.

All time frames provided for in this dispute resolution procedure, if not extended by written agreement of the Parties, shall be deemed to be the latest dates for compliance with the procedure; however, the Parties shall endeavor to expedite the process to the extent they are reasonably able to do so.

13. "Entire Agreement." This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
14. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

15. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.
16. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:
- | | |
|---------------|--|
| If to CSXT: | CSX Transportation, Inc.
500 Water Street, J-301
Jacksonville, Florida 32202
Attention: Director Project Management – Public Projects |
| If to Agency: | Mayor and City Council of Cumberland
57 N. Liberty Street
Cumberland, MD 21502
Attention: City Engineer |
17. Severability. The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable. However, the Parties agree to negotiate in good faith to substitute the severed part, term or provision with alternative language which is not subject to being severed which effects the intent of the parties and is consistent with the terms of this Agreement.
18. Applicable Law. This Agreement shall be governed by the laws of the State of Maryland, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Allegany County, Maryland, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Allegany County, Maryland.
19. Timeliness. Time is of the essence with respect to the terms of this Agreement.
20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document. Signatures transmitted electronically in PDF format shall be effective.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

By: _____
Name: Raymond M. Morriss
Title: Mayor

CSX TRANSPORTATION, INC.

By: _____
Name: Edward D. Sparks II, PE
Title: Chief Engineer
Bridges, Design & Construction

EXHIBIT A
ALLOCATION OF WORK

Subject to Section 2, work to be performed in connection with the Project is allocated as follows:

- A. Agency shall let by contract to its Contractors:
 - 1. Design and perform all work necessary to remove existing bridge and build a new bridge over CSX Transportation, Inc. at Fayette Street in Cumberland, Maryland, using the proposed concrete superstructure and substructure alternative (Alternative 2 in Wilson T. Ballard's April 5, 2019 Design Study for Bridge No. A-C-08 on Fayette Street), with a 21'9" vertical clearance to support modern railroad operations.
- B. CSXT shall perform or cause to be performed:
 - 1. Preliminary engineering services.
 - 2. Changes in communication and signal lines.
 - 3. Flagging services and other protective services and devices as may be necessary.
 - 4. Construction engineering and inspection to protect the interests of CSXT.

EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval:

[IDENTIFY PLANS AND SPECIFICATIONS BY DATE, PREPARER, TITLE, PROJECT NUMBER, ETC.]

<u>SHEET</u>	<u>DESCRIPTION</u>	<u>PREPARER</u>	<u>DATE</u>
1 of			

EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

“CSXT” shall mean CSX Transportation, Inc., its successors and assigns.

“CSXT Representative” shall mean the authorized representative of CSX Transportation, Inc.

“Agreement” shall mean the Agreement between CSXT and Agency dated as of **[INSERT DATE OF AGREEMENT]**, as amended from time to time.

“Agency” shall mean the Mayor and City Council of Cumberland.

“Agency Representative” shall mean the authorized representative of Agency, presently Robert L. Smith, City Engineer, and/or any others appointed as such, provided written notice of the appointment is provided to CSXT and/or the CSXT Representative.

“Contractor” shall have the meaning ascribed to such term by the Agreement.

“Work” shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT’s property, or to poles, wires, and other facilities of tenants on CSXT’s Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.
- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT’s property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access. In the event CSXT denies permission as to a particular location, it shall work cooperatively with Agency and Contractor to accommodate their needs for access, provided those needs are reasonably capable of being met.
- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefor. CSXT agrees to work cooperatively with Agency and Contractor in regard to the foregoing.
- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions. Notwithstanding the foregoing, CSXT shall work cooperatively with Agency and Contractor and shall endeavor to minimize such delays.
- C. Agency, Contractor and CSXT shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

- A. General
 - 1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
 - 2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
 - 3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.
- B. Blasting
 - 1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to

CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:

- a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
- b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
- c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
- d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.
- e. Agency and Contractor shall not store explosives on CSXT property.

2. CSXT Representative will:

- a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
- b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.

- B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order. Thereafter, Agency will invoice CSXT for the CSXT Share.
- C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.
- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Thereafter, Agency will invoice CSXT for the CSXT Share. Inspection service shall not relieve Agency or Contractor from liability for its Work.
- E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, reasonably satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

EXHIBIT D

INITIAL ESTIMATE
ATTACHED

EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing construction work on or about CSXT's property, shall procure and maintain the following insurance policies, it being noted that the Agency is not expected to be performing any such work and that it shall not be required to procure its own policies unless it engages in such work:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
 - c. Name and Address of Contractor and Agency must appear on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description.
 - e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
 - f. Authorized endorsements may include:
 - (i). Broad Form Nuclear Exclusion - IL 00 21
 - (ii) 30-day Advance Notice of Non-renewal or cancellation

- (iii) Required State Cancellation Endorsement
- (iv) Quick Reference or Index - CL/IL 240

g. Authorized endorsements may not include:

- (i) A Pollution Exclusion Endorsement except CG 28 31
- (ii) A Punitive or Exemplary Damages Exclusion
- (iii) A "Common Policy Conditions" Endorsement
- (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
- (v) Policies that contain any type of deductible

5. All insurance companies must be A. M. Best rated A- and Class VII or better.

6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.

7. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Insurance Department
CSX Transportation, Inc.
500 Water Street, C-907
Jacksonville, FL 32202

OR

insurancedocuments@csx.com

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

3. Agency shall be responsible for review and monitoring of Contractor's compliance with the requirements of this Exhibit F throughout the term of the Agreement. In the same regard, Contractor shall be responsible for insurance review and monitoring of subcontractors. Upon request, evidence of Contractor's insurance shall be provided to CSXT.

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated _____, 201__, between The Mayor and City Council of Cumberland, Maryland and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

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

ORDER NO. 27,059

DATE: August 16, 2022

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

THAT, the Mayor be and is hereby authorized to execute a Construction Agreement by and between CSX Transportation, Inc. and the Mayor and City Council of Cumberland outlining terms for the removal and replacement of the Fayette Street Bridge (43-18-BR).

Raymond M. Morriss, Mayor

File Attachments for Item:

. **Order 27,060** - authorizing the execution of Change Order No. 2 with Carl Belt, Inc. for the "Decatur Street 24" Crosstown Water Main Replacement Project (31-17-W)" adding 51 calendar days for final completion, setting the final completion date at September 30, 2022, and increasing the contract price to the not-to-exceed amount of \$79,966.60 due to additional materials and needed work. This brings the new total contract price to \$3,192,852.55.

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

ORDER NO. 27,060

DATE: August 16, 2022

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

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 2 to the original contract with Carl Belt, Inc., 11521 Milnor Avenue, Cumberland, MD 21502, for the "Decatur Street 24" Crosstown Water Main Replacement Project" (31-17-W) to add 51 (fifty-one) calendar days to the completion date, setting the final completion date at September 30, 2022, and increasing the contract price in the not-to-exceed amount of Seventy-nine Thousand, Nine Hundred Sixty-six Dollars and Sixty Cents (\$79,966.60), bringing the new total contract price to Three Million, One Hundred Ninety-two Thousand, Eight Hundred Fifty-two Dollars and Fifty-five Cents (\$3,192,852.55)

Raymond M. Morriss, Mayor

Budget: 002.299E.63000
ARC and MDE Grant Funding, DWSRF Loans

Date of Issuance: 8/10/2022	Effective Date: 8/10/2022
Owner: City of Cumberland	Owner's Contract No.: 31-17-W
Contractor: Carl Belt, Inc.	Contractor's Project No.: 4092
Engineer: Bennett, Brewer & Associates	Engineer's Project No.: 31-17-W
Project: Decatur Street 24" Crosstown Water Main Replacement	Contract Name: Decatur Street 24" Crosstown Water Main Replacement

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 3,112,885.95	Original Contract Times: Substantial Completion: 150 Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ 0.00	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: 160 Ready for Final Payment: 0 days
Contract Price prior to this Change Order: \$ 0.00	Contract Times prior to this Change Order: Substantial Completion: 0 Ready for Final Payment: 0 days or dates
[Increase] [Decrease] of this Change Order: \$ 79,966.60	[Increase] [Decrease] of this Change Order: Substantial Completion: 51 Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ 3,192,852.55	Contract Times with all approved Change Orders: Substantial Completion: 361 Ready for Final Payment: _____ days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u><i>[Signature]</i></u>	By: _____	By: <u><i>[Signature]</i></u>	By: _____	By: <u><i>[Signature]</i></u>	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)		Contractor (Authorized Signature)	
Title: <u>Director of Eng/4H</u>	Title: _____	Title: <u>C.O.O., Executive V.P.</u>	Title: _____	Title: <u>C.O.O., Executive V.P.</u>	Title: _____
Date: <u>8/12/22</u>	Date: _____	Date: <u>8/12/2022</u>	Date: _____	Date: <u>8/12/2022</u>	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Council Agenda Summary

Meeting Date: 8/16/2022

Key Staff Contact: Robert Smith, PE

Item Title:

Change Order No. 2 Decatur Street 24" Crosstown Water Main Replacement, City Project 31-17-W

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

Add 51 calendar days for final completion for the current project with Carl Belt, Inc. This sets the final completion date at September 30, 2022. In addition, increase the contract price in the amount of \$79,966.60 due to additional materials and work performed. The total contract price will now be \$3,192,852.55.

Amount of Award: \$79,966.60

Budget number: 002.299EE.63000

Grant, bond, etc. reference: ARC & MDE Grant Funds, DWSRF Loans

Change Order 1 was a No-Cost Time Extensio

n

Altamont Terrace

Base/Alt	Bid #	Item	QTY	Unit	Unit cost		Total Cost	Comment
					Labor	Material		
Alt 2	211	10" DIP Main	50	LF	\$ 117.40		\$ 5,870.00	Belt provide labor & material
		10" DIP Main	40	LF	\$ 148.00	N/A	\$ 5,920.00	City provided material
		10x10x6" Tee	1	EA	\$ 142.00		\$ 142.00	Discuss, City provided material and some labor
Alt 2	223	24" 22 1/2 Bend	1	EA	\$ 1,810.00		\$ 1,810.00	
Alt 2	222	24" 11 1/4 Bend	1	Ea	\$ 1,680.00		\$ 1,680.00	
		6" Valve	1	EA	\$ 70.50	N/A	\$ 70.50	City provided material
		10" Joint Restraint	2	EA	\$ 78.30	\$ -	\$ 156.60	
					Sub-total		\$ 15,649.10	

Baltimore Ave

Base/Alt	Bid #	Item	QTY	Unit	Unit cost		Total Cost	Comment
					Labor	Material		
Base	26	24" 45 Bend	2	EA	\$ 1,840.00	N/A	\$ 3,680.00	
Base	25	24" 11 1/4 Bend	1	EA	\$ 1,680.00	N/A	\$ 1,680.00	
Base	31	24" Joint Restraint	6	EA	\$ 400.00	N/A	\$ 2,400.00	
		Concrete Encasement	4	Yds	\$ 575.00		\$ 2,300.00	
					Sub-total		\$ 10,060.00	

Decatur

Base/Alt	Bid #	Item	QTY	Unit	Unit cost		Total Cost	Comment
					Labor	Material		
		8" Valve	3	EA	\$ 70.50	N/A	\$ 211.50	City provided material
		6" Valve	4	EA	\$ 70.50	N/A	\$ 282.00	City provided material
		8x8x6 Tee	2	EA	\$ 375.00		\$ 750.00	
Alt 1	108	8x8x4 Tee	2	EA	\$ 303.00		\$ 606.00	
		8x8x6x6 Cross	1	EA	\$ 770.00	N/A	\$ 770.00	Davidson/Decatur Intersection
Base	40	Hydrant/Valve Assembly	1	EA	\$ 3,669.00		\$ 3,669.00	
		4" DIP	21	LF	\$ 189.00		\$ 3,969.00	
					Sub-total		\$ 10,257.50	

Project Wide

Base/Alt	Bid #	Item	QTY	Unit	Unit cost		Total Cost	Comment
		Air Release Valve	8	EA	\$ 5,500.00		\$ 44,000.00	Additional
							\$ -	
							\$ -	
					Sub-total		\$ 44,000.00	

Total CO \$ 79,966.60

File Attachments for Item:

. **Order 27,061** - authorizing the execution of Change Order No. 1 to the Non-Residential Mowing Contract (2022-15-M) to add and remove properties recently acquired or sold by the City at various locations within City limits for the not-to-exceed cost of \$1,500.00, bringing the new contract amount to \$42,500

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

ORDER NO. 27,061

DATE: August 16, 2022

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

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 1 to the original contract with Casey Smith, LLC, dba ServicePro, 15707 Saint Patrick's Church Road, NW, Mount Savage, MD, 21545 for City Project "Non-residential Grass Mowing" (2022-15-M) to add/remove properties recently acquired or sold by the City of Cumberland at various locations within City limits for the increased not-to-exceed amount of One Thousand, Five Hundred Dollars and No Cents (\$1,500.00), bringing the new contract value to Forty-two Thousand, Five Hundred Dollars and No Cents (\$42,500.00).

Raymond M. Morriss, Mayor

<i>Casey Smith LLC dba ServicePro</i>	Contract Price
Original Contract Price	\$41,000.00
Change Order No. 1	\$ 1,500.00
New Contract Price	\$42,500.00

Budget No. 001.078.20100

City of Cumberland

Change Order Number: 1

Project: Non-Residential Grass Mowing Contract
City Project No.: 2022-15-M
Purchase Order No.: 2023-197
Contractor: Service Pro
Vendor No.: 239

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

Add / Delete	Unit	Est # of Cuttings	Cost Per Cutting	Description	Delete	Add
Mowing of City Owned Property Throughout the City of Cumberland						
Add	1	20	\$ 20.00	Lamont Street - Additional Section		\$400.00
Add	1	20	\$ 25.00	Public Safety Building - Additional Section		\$500.00
Add	1	20	\$ 30.00	Memorial Hospital Campus - Additional Areas		\$600.00
TOTALS					\$0.00	\$1,500.00

The Original Contract Sum was:

The Original Contract Sum was: \$41,000.00
 Previous Change Orders:
 Contract Sum as a result of Previous Change Orders: \$41,000.00
 The Contract Sum increased/decreased by this Change Order: \$1,500.00
 The New Contract Sum as a result of this Change Order is: **\$42,500.00**

Contract Time Change: No time added

Recommended by: _____
Contracts Admin Officer *Date*

Contractor: Service Pro

Date

Accepted by: _____
Director of Engineering *Date*

Approved By: _____
City Administrator *Date*

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

Council Agenda Summary

Meeting Date: 8/16/2022

Key Staff Contact: Derrik Grimm

Item Title:

Change Order No 1 to Non-Residential Mowing Contract

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

This change order is to add/remove properties recently acquired/sold by the City at various locations within City Limits. These will be added to the contract to allow mowing through the end of the FY. These properties will now be part of the year 1 contract. This will increase the current contract by \$1,500.00. The new contract value will be \$42,500.00. Original contract was approved with M&CC Order No. 27,043.

Amount of Award: \$1,500.00

Budget number: 001.078.20100

Grant, bond, etc. reference: City Funds

File Attachments for Item:

. **Order 27,062** - authorizing the Chief of Police to enter into a Memorandum of Understanding (MOU) with the Family Crisis Resource Center for the reimbursement of police overtime costs not to exceed \$8,000 to provide Domestic Violence Response Team (DVRT) follow-ups

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

ORDER NO. 27,062

DATE: August 16, 2022

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 Eight Thousand Dollars and No Cents (\$8,000) for Domestic Violence Response Team follow-ups.

Raymond M. Morriss, Mayor

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, 2022, through September 30, 2023. 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 \$8,000

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 \$8,000.

The activities of this agreement must be completed by September 30, 2023.

Chief John "Chuck" Ternent Date
Cumberland Police Department

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

Council Agenda Summary

Meeting Date: August 16, 2022

Key Staff Contact: Chief John “Chuck” Ternent/Sgt. Chris Golliday

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 \$8,000, providing Domestic Violence Response Team (DVRT) Follow-Ups.

Amount of Award: \$8,000

Budget number:

Grant, bond, etc. reference:

File Attachments for Item:

. **Order 27,063** - authorizing the City Administrator to execute a Letter of Agreement with Carver Community Center, Inc., stating that Carver accepts the assignment of the African American Heritage Preservation Program Grant Agreement that was originally assigned to the City effective April 28, 2021, and that the City agrees to provide matching funds for the grant in the amount of \$100,000 as well as construction management and grant administration services

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

ORDER NO. 27,063

DATE: August 16, 2022

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

THAT, the City Administrator, Jeffrey F. Silka, be and is hereby authorized to execute a Letter of Agreement between the City and Carver Community Center, Inc., regarding the assignment of the African American Heritage Preservation Program Grant Agreement, effective April 28, 2021, to Carver, stating that Carver agrees to the assignment and that, in exchange, the City shall provide matching funds in the amount of \$100,000 (One Hundred Thousand Dollars) and construction management and grant administration services.

Raymond M. Morriss, Mayor

CITY OF CUMBERLAND MARYLAND

July 19, 2022

Carver Community Center, Inc.
Board of Directors
c/o Matthew Miller, President
15 S. Centre Street
Cumberland, MD 21502

Re: Assignment of African American Heritage Preservation Program Grant
Agreement Effective April 28, 2021 (the "Agreement")

Dear Matt:

The purpose of this letter is to memorialize the following agreement between the City and Carver Community Center, Inc. regarding the above-referenced Agreement. The Agreement is made by and between the Maryland Historical Trust and Mayor and City Council of Cumberland. The amount of the subject grant is \$100,000.00. The City is providing matching funds in the same amount.

The City proposes assigning the Agreement to Carver (subject to the Maryland Historical Trust's approval). In return, the City will provide construction management services for the improvements to be constructed with the \$200,000.00 in funding and it will provide grant administration services. Carver will provide such cooperation, if any, the City requires in performing these services.

MAYOR

RAYMOND M. MORRISS

COUNCIL

RICHARD J. CIONI, JR.
EUGENE T. FRAZIER
JOSEPH P. GEORGE
LAURIE P. MARCHINI

CITY ADMINISTRATOR

JEFFREY F. SILKA

CITY SOLICITOR

MICHAEL SCOTT COHEN

CITY CLERK

MARJORIE A. WOODRING

If these arrangements are acceptable, please sign this letter where indicated below and return it to me.

Sincerely,

Jeffrey F. Silka
City Administrator

Approved as to form and content:

Carver Community Center by Matthew Miller,
Treasurer and authorized signatory



MEMBER MARYLAND
MUNICIPAL LEAGUE (MML)

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

File Attachments for Item:

. **Order 27,064** - adopting the Strategic Economic Development Plan dated February, 2022, prepared by RKG Associates, inc.

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

ORDER NO. 27,064

DATE: August 16, 2022

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

THAT, the Strategic Economic Development Plan dated February 2022 and prepared by RKG Associates, Inc., be and is hereby adopted.

Raymond M. Morriss, Mayor

February 2022

STRATEGIC ECONOMIC DEVELOPMENT PLAN

Cumberland, Maryland

PREPARED FOR:

Cumberland Economic Development Corporation

15 South Centre Street

Cumberland, MD 21502

Phone: 301.722.4173

Web: www.choosecumberland.org

PREPARED BY:



RKG Associates, Inc

300 Montgomery Street, Suite #203

Alexandria, VA 22314

Phone: 703.739.0965



2 EXECUTIVE SUMMARY

A. SOCIOECONOMIC ANALYSIS

Cumberland has characteristics consistent with a post-industrial city, experiencing a declining economic base related to losing its primary market sector (automotive manufacturing). The loss of these sectors' employers has culminated into a variety of unfavorable demographic and economic conditions, adversely affecting Cumberland from developing an advanced and sustainable economy.

For example, the population decline of the previous decade coincides with major job losses in Cumberland and throughout Allegany County. Job losses and population declines are projected to continue through 2026. In attempt to reverse projected population decline, the city must introduce initiatives that supports job growth in a variety of industries resilient to economic shocks.

Further, the prime working age population in Cumberland and the Region is decreasing while the senior population is increasing. The prime working age population, persons 35 to 64 years old, decreased over the previous decade and is projected to decrease through 2026. This will further reduce labor resources available to support local businesses and services. Economic development efforts should concentrate on smaller-scale business development (less than 50 persons). That said, the growing elderly population creates further opportunities for additional service-based businesses for seniors (e.g., health and wellness).

The recent COVID-19 pandemic revealed that Cumberland's and the Region's core industries are vulnerable to economic downturns. Cumberland's and the Region's core industries are Food-Accommodation Services, Retail Trade, and Healthcare, sustaining major job losses from COVID-19. The CEDC must explore economic development initiatives to boost employment among industries more resilient to economic downturns, such as Technology and Professional Services. Cumberland's high quality of life, affordability, proximity to larger employment centers, and developing fiber infrastructure can be marketed to attract remote workers and smaller business service companies.

B. REAL ESTATE MARKET ANALYSIS

Cumberland's economic conditions and real estate market are inherently intertwined. For instance, the availability of real estate influences the types of industries able to locate their operations in Cumberland. The pace of real estate development reflects the demand from investors, which has been low for more than two decades. Moreover, as demand for goods and services has declined in recent years, many of the city's businesses have closed, vacating building spaces and storefronts.

Most of Cumberland is already built out while limited undeveloped land is available for development. The supply of undeveloped land is limited to environmental constraints, such as steep slopes and wetlands. These conditions make development either costly or impractical. The minimal opportunities available for green-field development suggests that future construction will focus on in-fill development or redevelopment of small parcels. Focusing on how to maximize the potential yield from these limited opportunities should be a priority for the city.

This is particularly true for the city's downtown area (Baltimore Street). Revitalizing this commercial core should be considered a prime objective in promoting economic development. In the 21st century,



economic development has stressed a greater emphasis on enhancing the quality of life of an area. Today, young professionals are attracted to living and working in vibrant places that are walkable, concentrated with urban amenities and distinctive architecture. Downtown Cumberland has the ingredients to attract young professionals, comprised with a rich collection of historic buildings and pedestrian friendly walkways. The city already is investing in strengthening the existing assets along Baltimore Street. Similar focus and effort should be placed on strengthening commercial activity centers adjacent to Downtown Cumberland, particularly Canal Place and Rolling Mill. And enhancing physical connections between these centers and Downtown Cumberland in ways that supports walkability and accessibility.

C. TARGET INDUSTRY ANALYSIS

The following section identified the following target industries for the CEDC to pursue in the near term:

- **Health Care and Social Assistance (NAICS 62)**
- **Remote Business Services (NAICS 51, 52, 54, 55)**
- **Construction Contractors and Rental Leasing (NAICS 54 & 53)**
- **Tourism and Recreation (NAICS 72)**
- **Retail and Dining (NAICS 44, 71)**

1. Health Care and Social Assistance

Healthcare and Social Assistance is Cumberland's largest industry, bolstered by UPMC Western Maryland. UPMC Western Maryland has an expansive customer base, serving the health needs of Allegany and Garrett Counties, as well as surrounding counties in West Virginia and Maryland. The hospital is community-centric, providing a variety of medical services, including mental health services and pediatric specialty care. For Cumberland to remain a strong healthcare hub, the CEDC must cooperate with UPMC Western Maryland and other healthcare institutions, responding to economic shifts and accommodating the living needs of healthcare professionals.

Allegany County's aging population will increase the demand for medical services. Medicare and UPMC Western Maryland, part of a global enterprise, can provide financial support for households across a variety of income levels. A boon for Allegany County, given the high proportion of lower income households. In wake of the rising demand among older residents, the CEDC must capitalize on UPMC Western Maryland's extensive resources; Leveraging partnerships to develop senior living assisted facilities and outpatient treatment programs for seniors seeking to remain in their homes.

In Allegany County, shortages among healthcare professionals are rising, especially among nurses. In part, shortages stem from higher salaries offered at private physician offices and competitors outside the region. The growth of traveling nursing agencies, offering higher salaries have resulted in nursing shortages, a challenge among local hospitals spanning nationwide. To reduce labor shortages, recruitment for healthcare professionals outside the county has become restrictive. Instead, workforce training programs could help residents access jobs in medical support. UPMC Western Maryland has coordinated with Allegany College of Maryland (ACM) to expand their nursing programs to train additional students seeking to become nurses at the hospital.

Per conversations with UPMC Western Maryland, recruiting and retaining healthcare professionals has been challenging due to the lack of urban amenities, social opportunities, and decent housing options. Trending nationwide, young professionals are demanding housing in walkable and vibrant neighborhoods. As the CEDC works to revamp Cumberland's Downtown, mixed use development should be prioritized, equipped with diverse housing options and retailers.



2. Remote Business Services

Cumberland offers a high-quality of life, year-round outdoor recreation amenities, and a low cost of living. These are attractive features to workers that seek a less urban lifestyle and access to outdoor amenities, a trend popularized during the COVID-19 Pandemic. Communities such as Asheville, North Carolina and Johnson City, TN have developed large markets for remote workers, in search for a better-work life balance. In general, remote workers have incomes that exceed wages in the area.

While job losses have spanned across most industries in the previous decade, Allegany County gained jobs in a few lucrative industries. The job gains among these industries signal a potential to attract remote workers that could also work in these industries. In effort to recruit remote workers, the CEDC needs to consider offering financial incentives and enhancing Cumberland's urban fabric with a vibrant downtown and increased walkability. Incentives to lure remote workers has been common among local governments nationwide, such as supporting moving and housing costs as well as offering cash up front.

3. Construction Contractors and Rental Leasing

The CEDC should consider pursuing construction and remodeling contractors to improve the city's built environment. Cumberland is burdened with several dilapidated buildings deemed unusable and or burdened with degenerated facades. These attributes can hamper the CEDC's efforts to recruit and retain businesses. The look and feel of physical spaces are a critical factor of a business' evaluation of a place, preferring to conduct operations in places with updated buildings features and strong neighborhood aesthetics. Fortunately, Cumberland contains a rich collection of historical buildings, an attractive feature to businesses and residents. Many require rehabilitation, a challenging task requiring contractors with specialized skills. Preservation Maryland, a nonprofit dedicated to historical preservation throughout the state, connects preservation building contractors with communities. The CEDC should coordinate with Preservation Maryland and other state entities, securing grants and rehabilitation services to help improve the historic building stock in Cumberland.

Limited housing opportunities for workers is a challenge among local businesses, constraining their labor recruitment efforts. Businesses have voiced concerns that recruiting workers is difficult, citing a lack of rental options and housing opportunities that cater to younger generations. Considering these concerns, the CEDC should target contractors and rental leasing companies to help expand rental units, especially within the available building stock in Downtown Cumberland. These opportunities could appeal to remote workers, seeking more affordable rental opportunities relative to their current place of work.

4. Tourism and Recreation

Cumberland is at the center of a four-season recreation and tourism market. The city boasts exquisite hiking and biking trails and hosts arts venues, holiday/community events, outdoor music concerts. The proximity to the river and GAP trail has enabled the growth of a small bed & breakfast market and recent development of hotels and resorts. Earlier in the report, the Economic Analysis revealed that the hospitality, entertainment, and recreation gained jobs over the previous decade. In part, this is due to the addition of Rocky Gap Resort and Casino.

While tourism is a vital source of Cumberland's economic growth, the CEDC must consider forming strategic partnerships to efficiently grow and sustain the tourism industry. Multiple entities maintain objectives that are inextricably linked to growing the tourism industry in Cumberland and the surrounding region. These include Mountainside MD, Canal Place Preservation & Development Authority, Allegany Arts Council (AAC), and the Downtown Development Commission (DDC). These organizations must increase cooperation with each other or rather, formulate into a single entity. Doing so, would reduce inefficiencies for increasing tourism in the area while maximizing the objectives of each individual entity. For instance, the AAC and the DDC could develop innovative beautification strategies that enhance the



physical connection between the GAP trail and Downtown Cumberland to encourage greater foot traffic along businesses on Baltimore Street.

5. Retail and Dining

Retail and Dining is not a target industry. They are complementary industries, expanding because of demand generated from workers and households connected to primary industries—Healthcare and Social Assistance, Management of Companies etc. Thus, the recruitment and creation of retailers and restaurants must be less prioritized. However, retailers and restaurants can affect economic development outcomes and must be strategically planned to maximize benefits.

Between 2010 and 2021, department stores accounted for approximately 60% of job losses within the Retail Trade industry. These losses coincide with department store closures at the Country Club Mall in La Vale. With the rise of ecommerce and trend towards independent stores in walkable neighborhoods, retailers may be better served in denser areas near housing opportunities. Rolling Mill is a strategic location to support a mixture of retailers and housing, especially due to its walkability to Downtown Cumberland.

Most recent developments were gas stations, equipped with convenience stores. Since 2016, 3 Sheetz and 1 Loves Country Store were developed. While these retailers provide few jobs and generate tax revenues, they constrain Cumberland from advancing towards their economic development objectives: Creating jobs within stable industries, maximizing scarce land resources, and revamping Cumberland's image as a long-term destination.

D. IMPLEMENTATION STRATEGY

Historically, Cumberland has been an economic hub for Allegany County and the Western Maryland region. The city's economy developed and flourished as an industrial center for manufacturing and shipping until the unintended consequences of globalization and technological advancement unfolded. As manufacturing jobs were exported internationally (particularly Mexico), Cumberland's economy suffered; Demonstrated by major job losses across most industries, massive population declines, and physical deterioration of the built environment. To reverse these challenges, Cumberland has progressed in many areas, growing into a regional medical hub, strengthening their local educational programs, capitalizing on local tourist attractions, and planning for downtown revitalization. The updated implementation strategy positions Cumberland and the CEDC to continue to build on this progress while meeting the city's economic development goals:

- Develop a revised council-endorsed economic development vision
- Strengthen coordination and cooperation among implementation partners
- Increase public support for defined economic development vision
- Empower the CEDC to proactively create rehabilitation/new development opportunities
- Continue to build Cumberland's image to stimulate growth and investment
- Improve Cumberland as place to live, work, and play
- Create the environment conducive to encourage job growth and retention in a variety of stable industries

Specific objectives and action items are detailed in the implementation chapter (Chapter 6). The following narrative highlights those actions considered by RKG Associates to be critical to the city's continued economic development success.



1. Staff the CEDC Commensurate with Stated Goals

The economic development expectations in Cumberland continue to exceed what is possible given the current volume of financial investments and staff capacity. The depth and breadth of existing economic development activity is not commensurate with the appropriate output from two economic development professionals. Further, it was reported during this effort that the CEDC often is asked to address tangential, or even unrelated, efforts due to lack of capacity/capability within the city's staffing. This creates an ineffective cycle where expectations are raised while the existing capabilities available to meet these expectations are incompatible. As a result, the CEDC should reduce its focus to the most critical tasks until additional staff and resources are made available. **RKG Associates and the Advisory Group recommend the CEDC's efforts should focus on business retention and expansion and asset development. The CEDC can expand its efforts as additional staff members are hired; Specifically, related to marketing, small business development, and development review.** The order of described positions is the recommended order of hiring from RKG Associates and the Advisory Committee.

- **Marketing Director-** Marketing efforts currently are reactive and not proactive. This primarily is due to the lack of staff and resources to develop, produce, and maintain a comprehensive outreach strategy to potential targets (e.g., entrepreneurs) and increase awareness of opportunities that exist in Cumberland (e.g., investors and telecommuters). The Marketing Director position will be responsible for creating and maintaining marketing materials, coordinating information-sharing programs with community members, and recruiting part-time staff members to assist with website development and write economic development memos. Specific efforts include writing the monthly newsletter, designing the quality-of-life brochure, supervising website content and design, coordinating networking and outreach events, and advertising economic development related events.
- **Small Business Development Specialist-** The County's Small Business Development Center is an excellent start to developing 'home-grown' businesses. However, it lacks focus and is not incubated for capitalizing on the specific opportunities available in the City of Cumberland. RKG and the Advisory Group recommend a joint City-County entrepreneurial effort that maximizes the resources already available through the County while creating a stronger, more proactive marketing campaign to increase awareness locally and regionally. The Small Business Development Specialist position will augment existing efforts and allow the City and County to consider operating physical space for entrepreneurial development (e.g., a permanent facility for classes/lectures and assistance). This position also can administer the mentorship program and lead the efforts on rural-sourcing campaigns.
- **Ombudsman-** An ombudsman assists property owners and businesses through development review and entitlement processes. Often, these individual addresses the mistakes made by applicants (e.g., failing to have all the proper paperwork) and assists in challenging processes (e.g., sequencing for multi-faceted review processes). Whether that be a rezoning or variance request, the ombudsman assists applicants navigate Cumberland's rules and regulations. Current CEDC staff provide these services when asked/or know of the challenges, but do not have the capacity to proactively market these services or address all the potential needs of Cumberland businesses/property owners. Additional staffing is required to proactively engage existing and potential businesses in an effective manner.

Ideally, these positions would be fulfilled by full-time staff members. Additional support can be supplemented through part-time interns from local community colleges and community volunteers willing to provide in-kind assistance.



2. Create Greater Coordination and Collaboration

- *Strengthen relationships with local partners and define their roles and responsibilities within economic development efforts through a Memorandum of Understanding (MOU)*- As noted, the CEDC has limited staff and financial resources to achieve all the goals identified by the Advisory Group. To help offset these limitations, the CEDC needs to continue to build coordination with local mission-based entities focused on enhancing the economic and social climate in the area. Such organizations include, Allegany County Arts Council, Downtown Development Commission, Tri-County Council etc. Coordination among these organizations is vital for bolstering the CEDC's efforts on business recruitment, communication, and outreach, and various placemaking activities. While these efforts remain undefined, creates overlap and confusion on specific roles and responsibilities for each organization. To encourage the most effective results, the CEDC and relevant organizations must clearly define their responsibilities and roles for advancing economic development objectives in a written MOU.
- *Form strategic public-private partnerships to finance economic development activities*- Due to limited funds, most economic development efforts will require financial assistance through public-private partnerships. RKG recommends that the CEDC work with the Appalachian Regional Commission (ARC) and Allegany County Economic Development to develop a revolving capital fund focused on real estate rehabilitation and investment. This fund can help finance a variety of economic development activities including land acquisition, building rehabilitation, and small business development. A potential mechanism to create the fund e is a partnership with local banks, offering low interest loans with government guarantees. Whenever appropriate, the CEDC should capitalize existing resources from the state government and continue to lobby for the development of realistic, mission specific investment programs. One example would be providing more aggressive tax credits for small business/entrepreneurial development within the city's downtown area.
- *Continue to build partnerships with Allegany County Economic Development*- **RKG Associates reiterates the potential effectiveness and efficiency gained by having the city and county efforts work harmoniously.** As stated in the city's previous strategic economic development plan, RKG Associates believes the most effective and efficient approach to economic development for the City of Cumberland and Allegany County is through a joint public private partnership. A consolidated economic development organization can help bridge the depth of financial and technical resources needed to advance the Advisory Group's defined goals. That said, RKG understands efforts to achieve this strategy were attempted but fell short. RKG also recognizes that continued efforts to build trust and collaboration is necessary to fully reach the potential of having a single, comprehensive economic development effort for all Allegany County residents. While the timing of a true joint initiative may be longer-term than hoped for, many of the expected economic development initiatives should be executed at the county level as a joint initiative with joint funding strategies to minimize having to hire multiple staff members to perform similar job tasks. The fragmentation of economic development efforts continues to generate potential duplication of services, cost inefficiencies, and barriers to creating a fruitful environment for business development and attraction. To this point, the Advisory Group and RKG have offered several 'first step' opportunities to engage with Allegany County Economic Development and recognize the importance of the recent joint investment in property acquisition. Hopefully, these incremental investments and efforts will allow all economic development partners in Allegany County to reconsider how to best serve the community's economic development needs over time.



3. Enhance Relationships with Existing Businesses

The CEDC must continue to develop consistent communication and engagement with local businesses to nurture their existing operations and growth. This involves understanding local businesses' key challenges that are impeding their operations and how the CEDC can respond to mitigate such challenges. Without proper outreach, local businesses are more prone to break down under adverse market conditions, making them less likely to continue to participate in Cumberland's overall economic market.

- Create and maintain database of all businesses in Cumberland- The CEDC must establish and manage a list of all businesses throughout the city. This is helpful for facilitating consistent communication with all businesses, providing updates on economic development, and ensuring each business is aware of programs, opportunities, and incentives available for them to sustain and grow in Cumberland. An initial step is for the CEDC and City of Cumberland to develop a comprehensive business license tracking and reporting system. As the CEDC builds its business database and executes its annual business survey (detailed in the next recommendation), engaging a Customer Relationship Management (CRM) system will be essential to track engagement efforts and progress with local businesses. Purportedly, Allegany County Economic Development is in the process of creating a CRM system which the CEDC will be able to use.
- Arrange and moderate one-on-one meetings with all businesses- In-person meetings can nurture trust and transparency between the CEDC and local businesses particularly for small businesses that are underrepresented at networking events. The CEDC must meet and engage with all businesses throughout the city and establish metrics that indicate the length of time to meet with all businesses (e.g., meet with all businesses within a two-year time frame). A defined metric can be effective to maintain accountability in the CEDC's outreach efforts and should be established based on staff availability (RKG recommends hiring an additional business retention specialist to execute this effort). Local partners that have relationships with existing businesses can help with these efforts, including Allegany County Economic Development and Downtown Development Commission (DDC).
- Train ambassadors and board members to assist in outreach efforts- The CEDC's existing staff capacity is not capable to meet with all businesses throughout Cumberland in a reasonable time frame. In addition to hiring a business retention expert, deploying business ambassadors to engage in outreach efforts will amplify the existing staff capacity of the CEDC. While the CEDC and local partners continue to meet with the city's businesses, trained ambassadors can begin to meet with businesses that already share a strong relationship with the CEDC. Ambassadors must be trained to ask protocol questions for moderating conversations and be proficient at using the CRM system.
- Continue to build relationship between businesses and local educational institutions- Businesses can have changing labor demands based on market developments and will seek workers with specific skills and interests. The CEDC can expand its existing relationships with local educational institutions (e.g., Allegany College of Maryland, Allegany County Public Schools) to facilitate the development of educational programs and curriculums that prepare students for working opportunities in the area. More specifically, there are opportunities to build workforce development opportunities for middle and high school students in growing employment sectors, Healthcare, in particular.
- Host career-day events with local stakeholders- The CEDC should consider hosting career-day events with a variety of local stakeholders, including Allegany College of Maryland (ACM), Frostburg State University (FSU), the Western Maryland Information Technology Center for Excellence (WMITC), and Allegany County Economic Development. These events should be designed to bring local and regional businesses to discuss opportunities with local adult, college,



and high school workforce participants. Such discussions should focus on marketing existing job opportunities as well as detailing the type and scale of education and training to be able to compete for these jobs. Understanding the educational and training credentials for job placements is critical for building and maintaining the community's labor resources.

4. Expand CEDC's Role in Developing and Executing Public-Private Partnerships

In Cumberland, public-private partnerships are essential to finance redevelopment and infill projects. Without proper financing, developers are unable to complete projects aimed to reflect the city's development objectives and community outcomes. The City of Cumberland must be involved in the real estate development process, to the extent of financing projects and recommending building features to include on finished projects. However, involvement beyond these responsibilities can slow approval processes and minimize the CEDC's entrusted responsibilities for advancing real estate projects. These challenges were recently exemplified during the acquisition of Messick Road and future redevelopment of Rolling Mill.

All that said, RKG strongly recommends the city expand the CEDC's role in administering ongoing and future real estate projects. The City can retain final approval for financial incentives but positions the organization it created years ago to execute real estate deals. The Board of Directors for the CEDC already includes a combination of public and private sector leadership, ensuring execution of these projects will comply with the city's defined economic development goals and objectives (presumably codified through this document).

5. Proactively Engage and Educate the Community

Community support is integral to advancing economic development initiatives. Residents may misunderstand the importance of economic development and how economic development benefits them. This is particularly true in communities where economic growth has been limited for extended periods of time. To bridge this knowledge gap, RKG Associates recommends the CEDC to implement a series of community engagement and educational outreach initiatives. Such outreach initiatives can come in the form of in-person discussions, surveys, and interactive online forums.

- *Facilitate in-person and virtual workshops-* This is the most direct form of communication, which involves educating residents on what economic development is and how economic development benefits them. This should include a special focus on how economic development has transformed in the 21st century, emphasizing the increased importance of dedicated community participation and how economic development is an incremental process. While primary in-person discussions will be hosted by the CEDC, a series of supplementary discussions should be moderated by residents with strong ties to local civic organizations or neighborhood groups to increase the effectiveness of the message.
- *Implement bi-annual survey to residents-* A bi-annual survey targeted to residents can gauge local understanding and support of economic development as well as identify any community-based goals and concerns. Their responses can help facilitate the creation of programs and policies that advance community goals and provide content to develop targeted approaches to address common/detailed community concerns.
- *Initiate interactive online forums-* To ensure constant and consistent communication with residents and civic organizations, an online tool should be integrated with the CEDC website for providing feedback on economic development programs and requesting meetings with economic development staff. Having a dedicated communication portal on the CEDC website can offer individual citizens the opportunity to ask questions, provide recommendations, or seek clarification on the city's economic development efforts.

File Attachments for Item:

. **Order 27,065** - accepting the proposal from Local Government Insurance Trust (LGIT) to provide insurance coverages for FY23 for property, general and excess liability, police legal liability, auto comprehensive and liability, and boiler/machinery for the amount not-to-exceed \$341,434.00



7225 Parkway Drive, Hanover, MD 21076 • www.lgit.org
TEL 443.561.1700 • MD 800.673.8231 • FAX 443.561.1701

BILL TO: City of Cumberland
Ms. Marjorie Woodring
Assistant City Manager
57 North Liberty St.
Cumberland, MD 21501

REMIT TO: Local Govt. Insurance Trust
7225 Parkway Drive
Hanover MD 21076

INVOICE DATE: 7/5/2022
INVOICE #: 121429

DUE DATE: 8/5/2022
CUSTOMER #: 232500

ISSUE DATE OF COVERAGE: 7/1/2022

EXP. DATE OF COVERAGE: 7/1/2023

*****FY2023 INVOICE*****

DESCRIPTION	CHARGES
Property	195,856.00
General Liability	21,973.00
Police Legal Liability (Claims Made Basis)	33,871.00
Auto	86,680.00
Excess Liability above \$1M Primary Liability	4,230.00
Boiler and Machinery	0.00
Subtotal:	\$342,610.00
Less FY23 Credits:	
Primary Rate Stabilization Credit	(1,176.00)
Total:	\$341,434.00

The following discounts have already been applied to this invoice:

Longevity discount amount applied to primary liability products	5,863
Membership discount amount applied to primary liability products	5,928
Front-line Supervisor or Rank-and-File Officer Training discount applied to Police Legal Liability product	706
Command Level Officer Sponsored Training discount applied to Police Legal Liability product	706
Boiler and Machinery discount amount applied with a \$10,000 deductible	7,358
Property Fund discount applied to property and flood products	0
Excess Liability discount amount applied for free 1st \$1 million layer	3,498
Total:	24,058

**AN ELECTRONIC VERSION OF THIS INVOICE INCLUDING SUPPORTING DOCUMENTS
IS AVAILABLE FROM DOCUMENTS IN THE MEMBER PORTAL**

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

ORDER NO. 27,065

DATE: August 16, 2022

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

THAT, the proposal from Local Government Insurance Trust (LGIT), 7225 Parkway Drive, Hanover, MD 21076, to provide the following insurance coverages be and is hereby accepted:

Property	\$195,856.00
General Liability	21,973.00
Police Legal Liability	33,871.00
Auto	86,680.00
Excess Liability	4,230.00
Boiler and Machinery	0.00
• Subtotal	\$342,610.00
Less Stabilization Credit	(1,176.00)
• Total	<u>\$341,434.00</u>

Raymond M. Morriss, Mayor

File Attachments for Item:

. **Order 27,066** - accepting the proposal from CBIZ Insurance Services, Inc. to provide Public Officials Liability coverage for FY23 through Ace American Insurance for the amount not-to-exceed \$25,067

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

ORDER NO. 27,066

DATE: August 16, 2022

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

THAT, the proposal from CBIZ Insurance Services, Inc., 44 Baltimore Street, Cumberland, MD, to provide a Public Officials Liability policy effective July 1, 2022, to July 1, 2023, through Ace American Insurance be and is hereby accepted in the amount not-to-exceed Twenty-Five Thousand, Sixty-Seven Dollars (\$25,067.00).

Raymond M. Morriss, Mayor

CBIZ Insurance Services, Inc.
44 Baltimore Street * - * Cumberland, MD 21502

-----INVOICE-----

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

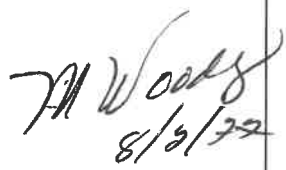
Invoice Date 06/30/22
Invoice No. 553140
Bill-To Code MAYOCIT
Client Code MAYOCIT
Inv Order No. 100*660767

Named Insured: Mayor and City Council of Cumberland MD

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: CBIZ Insurance Services, Inc.

Effective Date	Policy Period	Coverage Description	Transaction Amount
07/01/22	07/01/22 to 07/01/23	ACE American Insurance Company Policy No. BINDER1395231 *Renewal - Public Official Liab. Public Officials Liability/EPL Payment is due within 30 days of effective date Invoice Number: 553140  8/2/22	25,067.00 25,067.00

*Premiums Due and Payable on Effective Date

File Attachments for Item:

. **Order 27,067** - accepting the Sole Source proposal of Belt Paving, Inc., to pave Footer Place and the Decatur Street cross-streets, to include Davidson, Charles, Fulton, and Glenn, for the not-to-exceed lump sum cost of \$147,767

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

ORDER NO. 27,067

DATES: August 16, 2022

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

THAT, the Sole Source proposal from Belt Paving, Inc., P.O. Box 1002, Cumberland, MD 21501-1002, to pave Footer Place and the Decatur Street cross-streets Davidson, Charles, Fulton, and Glenn be and is hereby accepted in the not-to-exceed lump sum cost of One Hundred Forty-seven Thousand, Seven Hundred Sixty-seven Dollars and No Cents (\$147,767.00).

Raymond M. Morriss, Mayor

Budget: 127.101.63000



Matt Idleman <matt.idleman@cumberlandmd.gov>

Re: Decatur Street Change Order and Status

1 message

Jeff Silka <jeff.silka@cumberlandmd.gov>

Fri, Aug 12, 2022 at 9:40 AM

To: Robert Smith <robert.smith@cumberlandmd.gov>

Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Derrik Grimm <derrik.grimm@cumberlandmd.gov>, Matt Idleman <matt.idleman@cumberlandmd.gov>

Approved.

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

On Fri, Aug 12, 2022 at 9:38 AM Robert Smith <robert.smith@cumberlandmd.gov> wrote:

Gents - Sorry for the long email.

I'm writing to give you an update on the status of the Decatur Street Water Main Project. There will be a change order on next week's M&CC agenda to approve a change order of approximately \$80K to cover additional fittings and pipe that were required for the project. The additional fittings were needed to navigate through existing utilities in the field. The change order will also extend the term of the contract 6.5 weeks to 9/30. We believe we'll have sufficient funds in Jim Wilson's contract to cover the extra 6.5 weeks.

We have also removed numerous items from the contract, including 275' of 24" pipe. As of now, we are expecting to have a credit on the project of approximately \$193K, so the delta on the project would be an underrun (\$113K) of the project's awarded value. We don't know the true value at this point b/c some of the credit involves paving which is paid for on a tonnage basis.

At the end of the contract, MDE requires that we do a final change order that includes us formally being issued a credit for any unused item, so we will deal with that at the end of the project.

I will issue a Press Release later today to announce that the tie-ins for the new water main will occur next week and that the general Downtown/Decatur Heights area will not be without water but may see reduced pressures. We have 5 tie-ins to perform and then the pipe work will be complete.

Belt Construction will still have ADA ramps, sidewalk slabs, misc. concrete repairs and paving to perform after next week. Most of these items are underway with the exception of paving.

Matt and I spoke with Belt Paving this morning and they are planning to pave the side streets which are not a part of the water main contract. This includes Glenn, Fulton, Charles and parts of Davidson Street. The estimate for this work is approximately \$240K of which Columbia Gas paid the City \$197K to perform. The extra paving is planned to occur the week of 8/22, which will be prior to the paving work in the water main project. We will place an order on next week's agenda to approve using Belt Paving to perform this work due to them already being in the area performing paving work. Belt Paving will work from 4pm-12am. All milling and demo work will occur prior to the noise ordinance time restriction of 10pm and only paving work will occur between 10pm-12am.

After the extra paving work is complete, Belt Paving will begin performing work contained within the Water Main project. This work is expected to take 2-4 weeks to execute. I'll let you know how this progresses. Let me know if you have any questions or concerns.

Jeff - Please provide your concurrence to place a sole-source order on the M&CC agenda to perform the extra paving work with Belt Paving. The justification will be that Belt Paving will already be working in the area on another City contract, which saves a mobilization fee.

Thanks.

Robert Smith, P.E.

Director of Engineering and Utilities

City of Cumberland

[57 N. Liberty Street](#)

[Cumberland, MD 21502](#)

[Office 301-759-6600](#)

Direct 301-759-6601

Cell 301-268-1180

FAX 301-759-6608

email: robert.smith@cumberlandmd.gov

Council Agenda Summary

Meeting Date: 8/16/2022

Key Staff Contact: Matt Idleman, PE

Item Title:

Footer Place, Davidson Street, Charles Street, Fulton Street, and Glenn Street Paving (2022-18-PVG)

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

Sole source request to award Belt Paving Inc. with a contract to pave Footer Place and the Decatur Street cross streets (Davidson, Charles, Fulton and Glenn) for the estimated lump sum cost of \$147,767.00 per the breakdown below:

Footer Place - \$9,477.50

Davidson Street - \$56,074

Charles Street - \$24,246

Fulton Street - \$26,141.50

Glenn Street - \$31,828

Total: \$147,767

This project involves a 2" mill and overlay of Footer Place from Frederick to Davidson (approximately 390 square yards), Davidson Street from Decatur to Linden (approximately 2,480 square yards), Charles Street from Henderson to Decatur (approximately 1,040 square yards), Fulton Street from Henderson to Decatur (approximately 1,130 square yards), and Glenn Street from Henderson to Decatur (approximately 1,415 square yards). This is a total of approximately 6,455 square yards of mill and overlay paving.

Belt Paving was selected to perform this work since they are scheduled to perform a full-depth pave of Decatur Street as part of the 24" Crosstown Water Main Replacement project starting on the last week of August. The City is able to piggyback this work and save costs associated with mobilization fees.

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

Amount of Award: \$147,767

Budget number: 127.101.63000

Grant, bond, etc. reference: City Funds (Cash from Columbia Gas Agreement)

City of Cumberland

Belt Paving, Inc.

Charles St., Fulton St. & Glenn St. Mill (2") & Pave (2") Estimate

Work performed in conjunction with Decatur Street Project

Charles Street

Approximate Area --- 1,040 SY

Item #	Description	Quantity	Unit	Unit Price	Extension
1004	Maintenance of Traffic	1	ud	\$ 1,500.00	\$ 1,500.00
5006	HMA 12.5 mm L-2 (0"-3")	120	tn	\$ 174.70	\$ 20,964.00
5008	PA for Binder (Estimated)	120	tn	\$ 14.85	\$ 1,782.00
Charles Street Estimated Total					\$ 24,246.00

Fulton Street

Approximate Area --- 1,130 SY

Item #	Description	Quantity	Unit	Unit Price	Extension
1004	Maintenance of Traffic	1	ud	\$ 1,500.00	\$ 1,500.00
5006	HMA 12.5 mm L-2 (0"-3")	130	tn	\$ 174.70	\$ 22,711.00
5008	PA for Binder (Estimated)	130	tn	\$ 14.85	\$ 1,930.50
Fulton Street Estimated Total					\$ 26,141.50

Glenn Street

Approximate Area --- 1,415 SY

Item #	Description	Quantity	Unit	Unit Price	Extension
1004	Maintenance of Traffic	1	ud	\$ 1,500.00	\$ 1,500.00
5006	HMA 12.5 mm L-2 (0"-3")	160	tn	\$ 174.70	\$ 27,952.00
5008	PA for Binder (Estimated)	160	tn	\$ 14.85	\$ 2,376.00
Glenn Street Estimated Total					\$ 31,828.00

Davidson Street (Decatur to Linden)**Approximate Area --- 2,480 SY**

Item #	Description	Quantity	Unit	Unit Price	Extension
1004	Maintenance of Traffic	2	ud	\$ 1,500.00	\$ 3,000.00
5006	HMA 12.5 mm L-2 (0"-3")	280	tn	\$ 174.70	\$ 48,916.00
5008	PA for Binder (Estimated)	280	tn	\$ 14.85	\$ 4,158.00
Charles Street Estimated Total					\$ 56,074.00

Footer Place (Frederick to Davidson)**Approximate Area --- 390 SY**

Item #	Description	Quantity	Unit	Unit Price	Extension
1004	Maintenance of Traffic	0	ud	\$ 1,500.00	\$ -
5006	HMA 12.5 mm L-2 (0"-3")	50	tn	\$ 174.70	\$ 8,735.00
5008	PA for Binder (Estimated)	50	tn	\$ 14.85	\$ 742.50
Fulton Street Estimated Total					\$ 9,477.50

File Attachments for Item:

. **Order 27,068** - accepting the proposal from CBIZ Insurance to provide general and excess liability coverage through Northland Casualty Co. for the Cedar Street CSO Underground Sewage Line with a rider for the Industrial Boulevard / RT 51 Water Line, effective July 28, 2022 to July 28, 2023, for the amount not-to-exceed \$26,559

CBIZ Insurance Services, Inc.

44 Baltimore Street * - * Cumberland, MD 21502

-----INVOICE-----

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

Invoice Date 07/27/22
Invoice No. 556032
Bill-To Code MAYOCIT
Client Code MAYOCIT
Inv Order No. 100*664682

Named Insured: Mayor & City Council Of Cumberland, MD

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: CBIZ Insurance Services, Inc.

Effective Date	Policy Period	Coverage Description	Transaction Amount
07/28/22	07/28/22	Northland Casualty Co	
	to	Policy No. BINDER1409778	
	07/28/23	*Renewal - General Liability	13,750.00
		Policy Fee - General Liability	250.00
		Tax - General Liability	412.50
		General Liability- RR Projects	
		Invoice Number: 556032	
		Amount Due:	14,412.50

*Premiums Due and Payable on Effective Date

CBIZ Insurance Services, Inc.
44 Baltimore Street * - * Cumberland, MD 21502

-----INVOICE-----

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

Invoice Date 07/27/22
Invoice No. 556033
Bill-To Code MAYOCIT
Client Code MAYOCIT
Inv Order No. 100*664683

Named Insured: Mayor & City Council of Cumberland, MD

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: CBIZ Insurance Services, Inc.

Effective Date	Policy Period	Coverage Description	Transaction Amount
07/28/22	07/28/22	Princeton Excess and Surplus	
	to	Policy No. BINDER1409777	
	07/28/23	*Renewal - Comm. Umbrella Excess	11,300.00
		Tax - Comm. Umbrella Excess	346.50
		Policy Fee - Comm. Umbrella Excess	500.00
		Excess Liability - RR Projects	
		Invoice Number: 556033	
		Amount Due:	12,146.50

*Premiums Due and Payable on Effective Date

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

ORDER NO. 27,068

DATE: August 16, 2022

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

THAT, the proposal from CBIZ Insurance Services, Inc., 44 Baltimore Street, Cumberland, MD, to provide general and excess liability coverage for the Cedar Street CSO Underground Sewage Line with a rider for the Industrial Boulevard / RT 51 water line, to be effective July 28, 2022, to July 28, 2023, through Northland Casualty Co., be and is hereby accepted in the amount not-to-exceed Twenty-Six Thousand, Five Hundred Fifty-Nine Dollars (\$26,559.00).

Raymond M. Morriss, Mayor

File Attachments for Item:

. **Order 27,069** - approving a \$30,000 forgivable loan through the Revolving Loan Fund to Dominic Dearcangelis to supplement Allegany County funding for a renovation project at 432 N. Centre Street

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

ORDER NO. 27,069

DATE: August 16, 2022

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

THAT, Dominic Dearcangelis be and is hereby approved to receive a forgivable loan in the amount of Thirty Thousand Dollars (\$30,000.00) from the City of Cumberland Revolving Loan Fund to supplement Allegany County funding for a renovation project at 432 N. Centre Street, Cumberland.

Raymond M. Morriss, Mayor

EXECUTIVE SUMMARY

The grant application is intended to restore, refurbish and revitalize the property located at 432 N. Centre Street, Cumberland, MD 21502, located in the area known as the Canada-Viaduct neighborhood. The neighborhood currently includes residential, commercial, and industrial settings, is part of the larger Cumberland downtown area, and is contained within the boundaries of the City of Cumberland's Arts and Entertainment District. The property was originally built in 1880.

With the impending Baltimore Street renovation project now imminent, the development of upper-floor residential space and more modest commercial rental space will play an increasingly important role in the reestablishment of this area. The area, commonly known as Olde Cumberland, contains a number of important historical features – remnants of brick streets, the railroad viaduct, and a series of partial murals which add character and uniqueness to the neighborhood. The applicant personally resides in the area and has established two separate businesses in the corridor. This demonstrated commitment to elevating this neglected part of the City is important – the applicant has a vested interest in the area's value and has taken considerable efforts to clean and maintain the surrounding blocks and railroad tracks which serve as a direct route into the community.

The applicant seeks City of Cumberland match funding of \$30,000 to help renovate the property – the last renovation efforts were made in the 1970's and the property currently has significant structural and systemic issues which will be addressed. Further, all elements of the property will be brought in compliance with current code requirements. The property will be mixed-use, featuring approximately 1500 square feet of flexible commercial space on the first floor, and with a second story residential apartment of the same square footage. The applicant anticipates the full project to take between 11-12 months.

If awarded, the project will create a modernized live-work development in the City's commercial core, which could be attractive to retail businesses or artists. Completion of the project will raise the assessed value of the property, increasing tax revenue for the community. Other properties in the neighborhood will benefit from this project in the increased value of their properties as well.

The applicant has a demonstrated track record of project completion and is both well-established and respected in the community. The applicant anticipates continuing to manage businesses and reside in the community, reducing the likelihood of absentee management.

FINANCIAL PROJECTIONS

Applicant purchased the property in December 2021 for \$52,500, and anticipates a total project cost of \$348,000. Applicant is requesting a total of \$30,000 in matching funds and will provide the additional funds necessary to complete all detailed in the project scope. Allegations County is providing \$18,000 in matching funds and personnel cash \$150,000 and bank funding \$150,00 will also be used.

For the commercial space, applicant anticipates an approximate rental of \$15.00 per square foot totaling \$1875.00 monthly in potential revenue. The applicant has already spoken with several potential leaseholders who have interest should the project be awarded.

The upper-story residence will feature a 1-bedroom unit with off-street parking. Based upon applicant's other rental properties in the area, it is anticipated the unit can be rented for approximately \$1800 monthly, and there is significant demand for properties which have updated electrical, plumbing, HVAC and modernized appliances and layouts.

The applicant anticipates the property value will increase from \$52,000 to approximately \$250,000 once the project is complete.

TIMELINE EXECUTION

Assuming project is awarded by June 1, 2022, applicant anticipates the project timeline to be as follows:

August 2022 – Demolition of existing structure, where appropriate, and debris removal

August/September 2022 – Demolition and rebuilding of existing exterior façade to include replacement of exterior brickwork, new windows and replacement doors. Replacement and repair of first floor interior structural joist.

September 2022 – Exterior painting.

September-December 2022 – Replacement of plumbing and HVAC systems in first and second floor units.

October 2022 – Remove and replace roof, interior framing.

October 2022 – Replacement of soffit and fascia on property exterior, interior insulation.

October-February 2023– Complete interior drywall

March 2023– Interior painting, refinishing and/or replacement of all flooring, tile work in bathrooms, install kitchen cabinetry and complete all millwork.

May 2023 – Complete project punch-list; finalize all items.

LONG-TERM STRATEGY FOR GROWTH

As mentioned above, as the Baltimore Street renovation project is completed, it is anticipated the cost of available commercial spaces or the purchase of properties in the City's commercial core will increase significantly, and some start-up businesses or entrepreneurs may find it difficult to obtain spaces in that area which are affordable. The completion of this project expands the zone of opportunity for possible living/working arrangements to small businesses, and ensures that continued growth and development is possible in areas surrounding the primary commercial center.

Already, the applicant has had discussions with two individual business owners seeking information about available commercial opportunities, and with the property's connection to the GAP trail, and other downtown attractions, it is anticipated there will be increasing interest as the project gets underway.

The applicant will maintain a regular marketing effort and the property may be listed in an available commercial real estate feed which will be managed through the City's Arts & Entertainment District. Award of project funding for this purpose provides middle-market opportunities to small businesses or solo providers who may not have the means to purchase larger square footage or direct proximity to the downtown.

File Attachments for Item:

. **Order 27,070** - accepting the proposal from PMA Companies to provide Workers Compensation Insurance for Fiscal Year 2023 for the estimated amount of \$1,005,788 and authorizing execution of a Prefund Deductible Reimbursement and Security Agreement to effect the coverage

Insurance Proposal

In Partnership With
CBIZ Insurance Services

Prepared For
**Mayor And City Council Of
Cumberland, Maryland**

Proposal Date
June 17, 2022

Proposed Policy Effective Date
July 1, 2022 to July 1, 2023

www.pmacompanies.com

Member of Old Republic Companies



June 17, 2022

Mr. Greg Smith
CBIZ Insurance Services.
44 Baltimore Street,
Cumberland, Md 21502

Dear Greg:

Please find enclosed renewal proposal for the City of Cumberland. It is hard to believe that sixteen years have already passed since we first wrote the account. We are very pleased with the progress that has been made over this time and very much desire to continue our strong long term relationship with the city.

As we have demonstrated over the last sixteen years, we understand that risk management for state and county governments, as well as municipalities, is unique requiring specialized expertise and flexible solutions. Risk managers face the challenges of protecting employees and safeguarding public money. PMA is a public entity risk management expert. Our skills in risk control and cost management provide value to government entities.

We solve risk management challenges that are unique to the industry, by offering industry expertise and comprehensive solutions.

We have the insureds, strength, expertise, and solutions to prove it, including:
PMA has specialized in risk solutions for public entities for over 50 years.
Many of PMA's municipal and state insureds have national award-winning risk management programs.

We have over 100 years of experience and success in executing risk management programs for large, sophisticated insureds. Our strength lies not only in what we offer, but also how we deliver results for your business. We offer a truly collaborative relationship with you and Mayor And City Council Of Cumberland, Maryland to understand the unique loss drivers, create and implement the most favorable risk solution, and achieve your client's desired financial results.

Highlights of the tangible value that PMA delivers:

- PMA is part of Old Republic International family of companies, one of the nation's 50 largest publicly held insurance organizations
- Our insureds rate us at a 96% client satisfaction rate, per our latest Client Satisfaction Survey
- Our large insured retention rates average 90% or higher
- A.M. Best "A+" Superior rating for PMA Insurance Group
- Structured Account Management by a dedicated team of risk management experts

with a detailed annual action plan and measurable goals. A dedicated Claim Service Manager oversees your program

- One of the industry's most user-friendly risk management information systems

If you have any questions about the proposal, please do not hesitate to contact me at 410-924-6730, or email me at gary_lowe@pmagroup.com.

Sincerely,

Gary E. Lowe

Gary E. Lowe, CPCU
Sr. Underwriting Specialist
Hunt Valley Branch Office

Services

We understand how vital service can be to realizing goals.

PMA - Setting the Bar in Service Excellence

Our entire company is focused on delivering tangible value for our insureds. Our service-driven culture permeates everything we do, and we care about our insureds' business results as if they were our own.

Our core values of passion, accountability, execution, professionalism, and teamwork drive our performance--so every day, every employee is working hard on behalf of those we serve.

96% of respondents reported PMA meets or exceeds their service expectations in our latest survey.

PMA was particularly recognized by our insureds for:

- Prompt and aggressive claims management
- Responsiveness and professionalism of customer service personnel
- Knowledge and expertise in all areas of workers' compensation insurance

Claims Management - We deliver excellent claims management services. The value that PMA delivers is enhanced by industry-leading programs to ensure quality, prevent fraud, and manage litigation.

Our specialized services for large accounts include:

- PMA Account Management, a structured program designed to optimize each insured's performance. A designated team of risk management professionals identifies the most significant loss drivers, organizational needs and special servicing requirements, creates a customized action plan, and is accountable for results.
- A designated Claims Service Manager serves as a single point of contact for insureds and serves as their liaison, overseeing and coordinating services.

PMA Claims Management-PMA Claims Management Services delivers second-to-none solutions and service. The value PMA Companies creates for clients extends beyond servicing claims. We deliver industry-leading programs, including quality assurance, fraud prevention and litigation management, all of which translates into tangible value for clients.

PMA Managed Care Services-PMA provides integrated, industry-leading Managed Care capabilities to ensure seamless delivery of services to our clients and minimize costs. Client benefit from PMA Managed Care offers a comprehensive program of services, including Complex Bill Review, Fee Schedule and UCR Reductions, Pharmacy Benefit Management, PPO Networks, Nurse Case Management, Peer Review and Utilization Review. PMA's Managed Care Program combines our risk management and medical expertise, technology systems, and third-party relationships. This approach enables us to more effectively assess and manage cases with the goal of maximizing outcomes while minimizing costs for clients.

Managed Care Savings - PMA provides integrated, industry-leading Managed Care capabilities to ensure seamless delivery of services to our insureds and manage costs. PMA Managed Care offers a comprehensive program of services, including Durable Medical Equipment Networks, fee schedule and UCR reductions, Out-of-Network Program, panel creation, pharmacy benefit management, PPO Networks, complex bill review, Physical Therapy Networks, nurse case management, peer review, product management, quality management and utilization review.

Risk Management Information Services (RMIS) - PMA Cinch® is one of the most capable and user-friendly risk management information systems available today. Our Risk Management Information System provides insureds with 24-hour access to claim and loss data. Insureds can also choose to have customized report views developed for their specific business needs. PMA Cinch® is designed to help insureds achieve cost savings via improved risk analysis capabilities, quicker corrective action, and automated cost allocation.

Risk Control Services - Our comprehensive and consultative approach provides better protection for businesses and employees, reduced costs, and better bottom-line results. Our program includes in-depth risk management assessment, an analysis of historical losses versus industry benchmarks, and development of an action plan to reduce loss potential through best practices. We provide scheduled stewardship reports to document and communicate our shared results with insureds. PMA offers a full range of resources and services, including occupational health, liability and property protection services.

WORKERS' COMPENSATION

Coverage and Limits

Workers' Compensation	Part I:	Statutory State Requirements
Employers' Liability	Part II:	Bodily Injury by Accident: \$1,000,000 Each Accident Bodily Injury by Disease: \$1,000,000 Each Employee Bodily Injury by Disease: \$1,000,000 Policy Limit
States Covered:		MD, PA,
Estimated Payroll:		\$12,383,710
Included Risk Control Hours:		As required for service plan

Experience Modifications:	NCCI: 1.80	PA: .827
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	Pre-Funded Deductible
Commission:	Net
Estimated Standard Premium:	\$ 725,074
Estimated Premium Discount:	-\$ 76,858
Estimated Deductible Credit	-\$ 367,106
Estimated Total Deductible Premium	\$ 281,110
Terrorism:	\$ 2,348
Catastrophe	\$ 1,115
Expense Constant:	\$ 180
Total Estimated Deposit Premium:	\$ 284,753
State Assessments and Surcharges:	\$ 95
Total Including Surcharges	\$ 284,848

SCHEDULE OF CASH PAYMENTS: PREFUNDED DEDUCTIBLE (Direct Bill 10 Equal)

	Premium	Cash Collateral Fund	Claims Services Fund	Total
1st Installment	\$ 28,475.30	\$ 70,000	\$20,940	\$ 119,415.30
PA Assessment	\$ 95.00	N/A	N/A	\$ 95.00
Total 1 st Installment	\$ 28,570.30	\$ 70,000	\$20,940	\$ 119,510.30
Nine Remaining Monthly Installments	\$ 28,475.30 Each Installment)	\$ 70,000 (Each Installment)	\$ 0	\$ 98,475.30 (Total Each Installment)
Total Annual Deposits	\$ 284,848	\$ 700,000	\$20,940	\$ 1,005,788

*Estimated state assessments/surcharges are payable in addition to premium and are subject to change and/or adjustment.

Forms and endorsements per expiring with any updated editions and mandatory state forms.

The following endorsements are not applicable to workers' compensation:

- Knowledge of Occurrence
- Broad Form All States
- Notice of Occurrence
- Unintentional E&O
- Broad Form Named Insured

WORKERS' COMPENSATION – PRE-FUNDED LARGE DEDUCTIBLE PROGRAM

In a Pre-funded Large Deductible Program the insured assumes a portion of its own risk in the form of a per occurrence deductible. Insureds are protected from catastrophic losses by a policy aggregate loss limitation. The insurance carrier issues a workers' compensation policy and provides full claims, legal, and loss prevention services, while also providing statutory (or policy limits) coverage in excess of the insured's deductible and aggregate under the Large Deductible Program.

Claim payments are made by the insurance carrier and are reimbursed by the insured--this is a statutory requirement in all states. Rather than provide a Letter of Credit, or another type of secured collateral, the insured provides cash to establish a Cash Collateral Fund for the expected claim payments. Reimbursements to PMA are paid by the Cash Collateral Fund. Investment income on the Cash Collateral Fund is given as an up-front reduction of deductible premium.

Program Factors

- The **deductible limit** is **\$350,000** per each occurrence and inclusive of Allocated Loss Adjustment Expense (ALAE). (See Section 6 for additional information.)
- **Estimated payroll** at inception of the policy is **\$12,383,710**.
- The **deductible premium, \$281,110** is calculated based on a rate to payroll of **2.270** per \$100 of payroll. The deductible premium set forth in the table above is the minimum and will be adjusted upward if audited payroll exceeds the estimated payroll.
- The **aggregate limit, \$1,800,000**, is calculated based on a rate to payroll of **14.535** per \$100 of payroll. The aggregate limit set forth in the table above is the minimum and will be adjusted upward if audited payroll exceeds the estimated payroll.

Medical Cost Containment Expense

There is a **20%** charge applied to any savings which we obtain resulting from medical bill repricing and bill audit activity. See Additional Information section of this proposal for full details

Deductible Reimbursement and Security Agreement and Calculations

A Deductible Reimbursement and Security Agreement will be executed by PMA and Mayor And City Council Of Cumberland, Maryland that will specify the terms and conditions of the Deductible Program. It will set forth the terms and conditions of the Cash Collateral Fund and other security requirements. The insured must sign and return the Deductible Reimbursement and Security Agreement no later than **forty-five (45)** days following policy inception.

Security

Cash Collateral Fund: PMA shall establish an initial Cash Collateral Fund of **\$680,000** payable in ten monthly installments. Paid Losses, ALAE, and Loss Based Assessments (LBA) up to your deductible limit and aggregate will be deducted from this fund monthly to satisfy your obligations. After **twenty four (24)** months, and annually thereafter, the Cash Collateral Fund will be adjusted by PMA based on the following formula:

Cash Collateral Fund

(Incurred Losses + Allocated Loss Adjustment Expense + Loss Based Assessments) x the Loss Development Factor

Loss Development Factors (LDF)

The following schedule of LDFs will be applied to the calculation of the required Cash Collateral Fund. Incurred and paid losses will be limited to the insured's deductible and aggregate limits in the calculation of the Cash Collateral Fund.

Adjustment #	Months After Policy Inception	Loss Development Factor
1	24	1.40
2	36	1.25
3	48	1.15
4	60	1.10

Not less than **twelve (12)** months after the final adjustment, and annually thereafter, a collateral review will be completed by PMA to determine the required Cash Collateral Fund amount and the fund will be adjusted accordingly.

CLAIMS SERVICE FUND

We estimate your Claims Service Fund to be **\$20,940**. The Claims Service Fund will be adjusted once at **twenty four**) months after inception of the policy based on the actual number and type of claims reported to PMA. The fees to be used are shown:

Type of Claim	Estimated Number	Fee	Total
Record Only	21	\$ 40	\$ 840
Medical Only	29	\$ 150	\$ 4,350
Lost-time	14	\$ 1,125	\$ 15,750
Total			\$ 20,940

Surcharges and Assessments

Certain states impose surcharges and assessments payable in addition to premium. These surcharges and assessments are based on a number of factors, including written premium, total compensation payments, and/or paid losses. Your quote includes estimated surcharges and assessments for those states where you currently have operations. The estimated amount of surcharges and assessments will be adjusted by PMA based on the results of your audit.

If, during a policy year, you begin operations in a state that has surcharges or assessments, upon completion of the audit, we will bill you for same.

If, during a policy year, a state in which you have operations enacts a new or modified surcharge or assessment, upon completion of the audit, we will bill you for same.

If a state in which you have operations retro-actively enacts a surcharge or assessment effective for the policy period in which we provided insurance, upon completion of the audit, we will bill you for same.

A list of the current expected state surcharges and assessments, which are subject to change retroactively, will be provided to you for review upon request.

Assessments are billed through our monthly billing system (AMPS) for Large Deductible and included in the Tax Multiplier for Retro/Retention.

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Implementation Plan

With a 96% client satisfaction rate and large account retention rates averaging 90% or higher, it is about the people, and PMA is known for the positive and long-term relationships we develop. Our team is accessible, responsive, and dedicated to realizing our insureds' core objectives. We have a performance-oriented culture that highly values our mutual success.

The PMA service team consists of results-oriented professionals that are committed to developing a partnership with Cbiz Insurance Ser. and Mayor And City Council Of Cumberland, Maryland. PMA's service team is ready to execute a collaborative implementation plan to ensure a smooth and efficient transition.

Account Management Team		Telephone	Email
Producer:	Edward R. Seward	301-784-2371	Eseward@CBIZ.COM
Underwriter:	Gary E. Lowe	410-527-3223	gary_lowe@pmagroup.com
Claims Service Manager:	Jamie Windell	410-527-3265	Jamie_Windell@pmagroup.com
Risk Control Specialist:	John Murray	717-226-0385	johnpmurray@comcast.net
Information Specialist:	Kat Snowe	717-730-8095 814-414-4156	Kat_Snowe@pmagroup.com
To Report a Claim:	Fax: 1-888-329-2721 On-line: www.pmagroup.com		
General Inquiries:	1-888-4PMANOW (1-888-476-2669)		

Program bound with PMA

Action (as applicable)	Date
Provide policy numbers and confirmation of coverages Schedule date of orientation meeting Issue automobile identification cards Issue workers' compensation posting notices Establish first notice of loss reporting preference Issue welcome/claims kit Compile account contact information	Within 5 days of effective date
Issue policies	Within 10 days of effective date
Issue physician panels for all locations	Within 15 days of effective date
Service orientation meeting – Claims and Risk Control Develop/review special handling guidelines Confirm account contact information and workflow processes—Claims Acknowledgement letters Establish threshold for automatic reserve change Determine loss run/reporting format Review panels and PMA's medical providers Review pharmacy benefit management program Assign location coding for Claims reporting Begin PMA Cinch® installation process Confirm Risk Control/safety contacts and information Agree on Claims and Risk Control annual service action plan	Within 30 days of receiving binding order or effective date
Complete PMA Cinch® training	Within 30 days of effective date

Additional Information

As used in this proposal, “ALLOCATED LOSS ADJUSTMENT EXPENSE” (or “ALAE”) means, but shall not be limited to, the following costs which can be directly allocated to a particular claim:

1. Fees and other related expenses of attorneys or other authorized representatives where permitted for legal services, whether by outside vendors or our employees.
2. Court, alternative dispute resolution and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:
 - Medical examination of a claimant to determine the extent of liability, degree of permanency or length of disability;
 - Expert medical or other testimony;
 - Autopsy;
 - Witnesses and summonses;
 - Copies of documents such as birth and death certificates, and medical treatment records;
 - Stenographic;
 - Laboratory and x-ray;
 - Fees or costs for surveillance or other professional investigations which are conducted as part of the handling of a claim;
 - Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses, if the cost of such nurses is not included in losses, for services which are conducted as part of the handling of a claim;
 - Appeal bond costs and appeal filing fees.
3. Medical cost containment expenses incurred with respect to a particular claim, whether through utilization of an outside vendor or performed internally by our employees for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include but are not limited to:
 - Bill auditing expenses for any medical or vocational services rendered, including hospital bills, (in-patient or out-patient) nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills;
 - Hospital and other treatment utilization reviews, including pre-certification/pre-admission, and concurrent or retrospective reviews;
 - Access fees and other expenses incurred with respect to managed care

organizations, such as, but not limited to, preferred provider network/organizations, medical provider networks, and health care organizations;

- Medical fee review panel expenses.

4. Expense(s) not defined as losses which are directly related to and directly allocated to the handling of a particular claim and are required to be performed by statute or regulation.

The following shall not be included as Allocated Loss Adjustment Expense:

- Salaries, overhead and traveling expenses of our employees, except for employees while doing activities previously listed as allocated expenses;
- Fees paid to independent claims professionals or attorneys (hired to perform the function of claim investigation normally performed by claim adjusters) for developing and investigating a claim so that a determination can be made of the cause, extent or responsibility, for the injury, disease, or damage, including evaluation and settlement of covered claims;
- Expenses which are defined as either an indemnity or medical loss.

MEDICAL COST CONTAINMENT EXPENSE COMPONENT OF ALLOCATED LOSS ADJUSTMENT EXPENSE

Your pricing structure consists of the following components:

1. There is a **20%** charge applied to any savings which we obtain resulting from the following medical bill repricing and bill audit activity:
 - Application of preferred provider network/organization discounts to physician bills and hospital bills;
 - Application of physical therapy specialty network, durable medical equipment specialty network and other specialty network discounts;
 - Repricing as a result of negotiation of out-of-network physician bills, pharmacy bills and hospital bills;
 - Repricing of medical bills, pharmacy bills and hospital bills by reviewing the bills and applying state rules/edits and/or proprietary rules/edits;
 - Repricing of medical bills, pharmacy bills and hospital bills by our medical review and complex bill review team;
 - Repricing of pharmacy bills as part of our pharmacy benefit management program;
 - Repricing to any applicable state mandated fee schedule;
 - Elimination of unrelated, unauthorized and/or unapproved treatment.

The term savings means the difference between the amount billed by the physician, hospital, pharmacy and other medical providers and the amount we ultimately paid. We adhere to state mandated fee schedules and/or usual and customary pricing for

certain procedures, may contract with preferred provider networks/organizations which have contractual arrangements with certain providers to perform certain procedures at pre-determined rates (which may be below fee schedule), and may utilize other fee negotiation resources that we determine are necessary and appropriate to determine the amount that should be paid on any given medical bill.

2. The percentage of savings is charged to the claim file as an Allocated Loss Adjustment Expense unless we are required by applicable state law to charge it to the claim file as a different component of the applicable rating plan.
3. Certain items are charged separately to the claim file as an Allocated Loss Adjustment Expense, including:
 - Utilization review services on a per activity basis;
 - Independent medical examinations;
 - Second opinions by a physician;
 - Chiropractic review;
 - Physician advisor/physician consultant programs; and
 - Nurse case management charges.

Policyholder Notice: Notice of Terrorism Insurance Coverage

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84 % beginning on January 1, 2016; 83 % beginning on January 1, 2017; 82 % beginning on January 1, 2018; 81 % beginning on January 1, 2019 and 80 % beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers’ liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism that is: shown in the premium summary does not include any charges for the portion of losses covered by the United States government under the Act.

Other Disclosures

This insurance proposal by PMA is intended for explanatory and reference purposes only in order to identify potential coverages, forms, limits of insurance and premium offered solely to you by PMA. Any potential insurance coverages or limits of insurance requested in an application or coverage specifications that have not been identified in this insurance proposal are not offered to you by PMA. No liability will be imposed upon PMA for its declination to offer such insurance coverages or limits of insurance to you. Neither PMA, nor any of its insurers, agents, employees or successors, shall be liable to you or other third parties for any direct, indirect, incidental, special or consequential damages that arise out of the use of this insurance proposal.

This is an insurance proposal only and cannot bind PMA as to any coverage offered. This proposal does not represent the terms of any contract of insurance that may ultimately be issued. You should not terminate any in-force insurance coverages, or decline insurance

coverages elsewhere, until you have received written confirmation from PMA that insurance coverage has been formally issued by PMA. PMA makes no representations or warranties that the insurance coverage applied for will be issued. Final approval for insurance products is made solely by PMA.

Every effort has been made by PMA to provide correct, current, and accurate information regarding this proposal. However, the information contained in this proposal is subject to change without notice by PMA. The calculation of premiums, and other program features, included in this document have been established based upon the information provided by you and your representatives. Additional locations, changes in exposure, or other variations may make it necessary to re-evaluate the proposal, premium calculations and plan factors.

It is PMA's intention to honor any agreement that may be reached with you. PMA is required to follow all regulatory and filing requirements in effect in the states where you have exposure. PMA shall adhere to all state laws and regulatory requirements and shall not issue any form that contravenes a governing law, rule or regulation.

Nothing in this proposal is intended to be, nor should it be relied upon as, tax or legal advice. You are advised to consult with your tax advisor and/or attorney regarding the consequences to you of the insurance programs outlined in this proposal.

IRS Circular 230 Disclosure. To ensure compliance with any requirements imposed by the IRS, we inform you that federal tax advice (if any) contained in this proposal is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code, or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

As a PMA insured, PMA may use your name and logo in PMA's marketing materials and may identify you as an entity to which PMA provides insurance services or products.

This proposal is intended for you only and should not be disseminated, copied, or sent to a third party without the prior express written approval of PMA.

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

ORDER NO. 27,070

DATE: August 16, 2022

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

THAT, the proposal of PMA Companies to provide Workers Compensation Insurance for the period July 1, 2022, through July 1, 2023, be and is hereby accepted in the estimated amount of One Million, Five Thousand, Seven Hundred Eighty-Eight Dollars (\$1,005,788.00) based on the following:

Premium	\$ 284,848
Cash Collateral Fund	\$ 700,000
Claims Service Fund	<u>\$ 20,940</u>
Total	\$ 1,005,788

BE IT FURTHER ORDERED, that the City Administrator be and is hereby authorized to execute a Prefund Deductible Reimbursement and Security Agreement by and between PMA Companies and the City to effect this coverage.

Mayor Raymond M. Morriss

File Attachments for Item:

. **Order 27,071** - accepting the sole source proposal from Amazon Web Services to provide server hosting and support services for FY23 for the amount not-to-exceed \$30,000



Margie Woodring <margie.woodring@cumberlandmd.gov>

Re: Amazon Web Services sole source request

1 message

Jeff Silka <jeff.silka@cumberlandmd.gov>

Thu, Jul 21, 2022 at 3:47 PM

To: Johnna Byers <johnna.byers@cumberlandmd.gov>

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

Approved

Sent from my iPhone

On Jul 21, 2022, at 3:45 PM, Johnna Byers <johnna.byers@cumberlandmd.gov> wrote:

Jeff,

IT would like to request a sole source purchase of server hosting/support services from Amazon Web Services for FY23.

Several years ago when it was time to upgrade/replace our Logos Finance/HR servers at a significant cost because they were on premise, IT began investigating cloud based options. After receiving a price of \$90,000 per year from Tyler to host the servers, IT evaluated at least four other cloud hosting/support platforms. We found Amazon to be the least expensive offering the most services, backup, and security features. We moved our IT Help system server and the Logos Finance/HR servers to that platform. We've added more servers to that platform when the cost/benefit makes sense vs. an on premise solution.

Finance has requested a PO to cover the expenses to AWS for FY 23. The costs fluctuate each month, but we estimate the costs not to exceed \$30,000. The purchase is budgeted in the IT Software as a Service line item.

Could you please approve this sole source request?

Thanks,
Johnna

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

ORDER NO. 27,071

DATE: August 16, 2022

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

THAT, the sole source proposal from Amazon Web Services to provide server hosting and support services for FY23 be and is hereby accepted in the amount not-to-exceed Thirty Thousand Dollars (\$30,000).

Raymond M. Morriss, Mayor

File Attachments for Item:

. **Order 27,072** - accepting the proposal from CBIZ Insurance Services, Inc. to provide risk management services for FY23 for the amount not-to-exceed \$34,125

CBIZ Insurance Services, Inc.
44 Baltimore Street * - * Cumberland, MD 21502

-----INVOICE-----

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

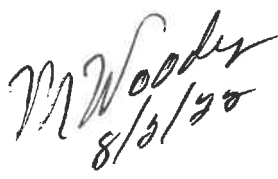
Invoice Date 06/28/22
Invoice No. 550557
Bill-To Code MAYOCIT
Client Code MAYOCIT
Inv Order No. 100*657947

Named Insured: Mayor & City Council Of Cumberland, MD

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: CBIZ Insurance Services, Inc.

Effective Date	Policy Period	Coverage Description	Transaction Amount
07/01/22	07/01/22 to 07/01/23	CBIZ Insurance Services, Inc. Policy No. JULY22TOJULY23 *Renewal - Risk Management Fee	34,125.00
		Invoice Number: 550557 Amount Due:	34,125.00
			

*Premiums Due and Payable on Effective Date

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

ORDER NO. 27,072

DATE: August 16, 2022

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

THAT, the proposal from CBIZ Insurance Services, Inc., 44 Baltimore Street, Cumberland, MD, to risk management services for Fiscal Year 2023 be and is hereby accepted in the amount not-to-exceed Thirty Four Thousand, One Hundred Twenty-Five Dollars (\$34,125.00).

Raymond M. Morriss, Mayor

File Attachments for Item:

. **Order 27,073** - appointing individuals to various boards and commissions of the City

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

ORDER NO. 27,073

DATE: August 16, 2022

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

THAT, the following board and commission appointments be and are hereby approved:

Board/Commissions	Seat	Member	Term
Administrative Appeals Board	5	Steven Hartsock, PhD	1/1/22 – 1/1/25*
DDC	Primary - 1	Larry Jackson	1/1/22 – 1/1/25*
DDC	Primary -2	Sandi Saville	1/1/22 – 7/1/24*
DDC	Primary -4	Doug Schwab	1/1/22 – 1/1/25*
DDC	Primary - 5	Leigh Ann Sipple	1/1/22 – 7/1/24*
DDC	Primary - 6	Lori Lepley	9/1/22 – 9/1/25
DDC	Primary – 7	David Romero	1/1/22 – 1/1/25*
DDC	Primary – 8	John Buchanan	1/1/22 – 7/1/25*
DDC	Primary – 9	Ryan Brenneman	9/1/22 – 9/1/25
DDC	Secondary - 1	Ed Huber	1/1/22 – 1/1/25*
DDC	Secondary - 3	Penny Walker	9/1/22 – 9/1/25
DDC	Citizen-at-Large	Rhett Wolford	9/1/22 – 9/1/25
Housing Authority	1	J. Eric Delaney	11/1/22 – 11/1/23
Human Relations Comm.	1	Michele Walker	1/1/22 – 1/1/25*
Human Relations Comm.	3	Patricia Painter	1/1/22 – 1/1/25*
Shade Tree Commission	3	Andrew Roman	1/1/22 – 1/1/25*
Shade Tree Commission	6	Dennis Bittinger	1/1/21 – 1/1/25*
Zoning Board of Appeals	3	Tom Farrell	9/1/22 – 9/1/25

****Correction of Order No. 26,939***

BE IT FURTHER ORDERED, that the appointment of Anita Simmons as a City Appointee to the Evitts Creek Steering Committee be and is hereby rescinded.

Raymond M. Morriss, Mayor