



Mayor and City Council of Cumberland

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

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

AGENDA

M&CC Public Meeting
Video Conference

DATE: March 16, 2021

The following link may be used to view the meeting live:

<https://cumberlandmd.webex.com/cumberlandmd/onstage/g.php?MTID=ea0728264cde42ae4e73441b5e5b8ca96>

Citizens who wish to speak at designated times during the meeting may indicate so by using the option to "raise their hand" and they will be called upon at the appropriate time.

The meeting may also be viewed live through the City's website at <http://www.ci.cumberland.md.us/>. Access the Government tab, then the Mayor and City Council Public Meetings link, then the Live Meeting Coverage link.

OPEN SESSION - 6:15 PM

Roll Call

Proclamations

- (A) Proclamation declaring the month of March as "Red Cross Month" - to be accepted by Jason Keeling, Executive Director of the Allegany Highlands Chapter of the American Red Cross

Director's Reports

(A) Public Works

- 1. Maintenance Division monthly report for January and February, 2021

(B) Fire

- 1. Fire Department monthly report for February, 2021

(C) Police

- 1. Police Department monthly report for February, 2021

(D) Utilities - Flood, Water, Sewer

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

Approval of Minutes

1. Approval of the Work Session and Closed Session Minutes of February 23, 2021, and the Closed and Regular Session Minutes of March 2, 2021

New Business

(A) Resolutions

- 1. Resolution No. R2021-02** (*1 reading only*) - to authorize the City to issue (i) a tax-exempt series of general obligation bonds in order to finance or reimburse the costs of projects authorized for debt funding in the FY21 budget and to refinance an outstanding general obligation bond issued to Community Development Administration loan ("CDA") in 2011, and (ii) a taxable series of general obligation bonds in order to refinance certain outstanding general obligation bonds issued to CDA in 2012, 2014, and 2015 and certain City general obligation bonds issued in 2013, together with related costs; and providing that any such general obligation bonds will be sold by public sale at competitive bid

(B) Orders (Consent Agenda)

1. Order 26,763 - accepting the sole source proposal from Hertrich Fleet Services, Inc. to provide a 2021 Ford F150 4WD Extended Cab for the amount not to exceed \$33,194 - using joint pricing through the Howard County, MD Contract #4400003197
2. Order 26,764 - declaring a 2001 Freightliner Ambulance (VIN #1FVABLBW51HB62976) to be surplus and authorizing its donation to the Mountain Maryland Search and Rescue (MMSR)
3. Order 26,765 - authorizing the execution of a temporary Encroachment Agreement with Greis Kaarvaliksen, owner of 2 Grandview Terrace, to allow for his use and access of the public right-of-way adjacent to his property and to repair and maintain the steps and porch in this designated area
4. Order 26,766 - authorizing a Special Taxing District Exemption for 55 Baltimore Street for the 2020-2021 tax year in the amount of \$1,104.72 (Original tax \$1,472.42 / 75% residential occupancy)
5. Order 26,76 - authorizing appointments to the Human Relations Commission, Planning & Zoning Commission, Parks & Recreation Board, and Shade Tree Commission

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Maintenance Division monthly report for January and February, 2021

MAINTENANCE DIVISION REPORT
January & February 2021

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

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

- POTHoles AND COMPLAINTS
 - Potholed 30 streets & 3 alleys using 10 tons of cold patch

- TRAFFIC CONTROL SIGNS/STREET NAME SIGNS
 - Installed 5 Handicap Parking signs/painted curbs blue
 - Repaired 2 Handicap Parking signs
 - Installed or repaired 19 traffic control signs
 - Painted 3 curbs red

- STREET SWEEPING
 - 380 miles
 - 29 loads

- MISCELLANEOUS
 - Completed 42 Work Orders
 - Hauled away City Christmas tree
 - Repaired guard rails on Avirett Ave @ Beall St
 - Cleaned ditch lines on Seton Dr, Braddock Rd
 - Cleaned Underpass, McMullen Bridge, Washington St Bridge, Fayette St Bridge, Cumberland St Bridge & Welch Ave. drainage ditch 4 times.
 - Picked up 4 dead animals
 - Filled salt barrels 4 days
 - Picked up trash/discarded items on 1 occasion
 - Cleaned Municipal Center shop twice a week
 - Received shipments of road salt
 - Performed temporary street repairs on Valley St @ N Mechanic St
 - Milled rough asphalt on Queen City Dr @ N Centre St
 - Continued to follow Covid-19 guidelines

STREET MAINTENANCE - JANUARY 2021		1/4-1/8	1/11-1/15	1/19-1/22	1/25-1/29	TOTAL
SERVICE REQUEST COMPLETED		16	13	6	7	42
PAVING PERFORMED	TONS					0
CONCRETE WORK	CY					0
UTILITY HOLES REPAIRED	WATER					2
	SEWER					0
	CY					0
	TONS					6t
POTHOLE FILLING	STREETS	16	7		7	30
	ALLEYS		2		1	3
	DAYS	3	2		1	6
	Cold Mix	4t	3t		3t	10t
	TONS					0
PERMANENT PATCH	CY					0
	TONS					0
COMPLAINTS COMPLETED						0
	CY					0
	TONS					0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED		3	7	9		19
STREET NAME SIGNS REPAIRED/INSTALLED						0
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED			1	1		2
			3	2		5
						0
PAINTING PERFORMED	BLUE		3	2		5
	YELLOW					0
	RED		3			3
PAVEMENT MARKINGS INSTALLED	No.					0
STREET CLEANING	LOADS	12	10	7		29
	Miles	149	125	106		380
SWEEPER DUMPS HAULED TO LANDFILL	TONS	4t	26.5t	6.5t		37t
SALT BARRELS - PICK UP, FILL	DAYS	1		2	1	4
CLEANED BALTIMORE ST. UNDERPASS	Days	1	1	1	1	4
CLEAN SNOW EQUIPMENT	Days			1	2	3
BRUSH REMOVAL/TREE WORK	Areas	2	3	2		7
Check Drains/Clean Debris	DAYS	2	1	2		5
LEAF PICK UP	Loads					0

Repaired retaining wall on Michigan Ave
 Picked up trash/discarded furniture on 1 occasion
 Hauled away City Christmas tree
 Performed temporary street repairs on Valley St @ N Mechanic St
 Cleaned ditch line on Seton Dr, Braddock Rd
 Picked up 4 dead animals
 Cleaned Municipal Center shop twice a week
 Received shipments of road salt
 Plowed & salted streets during 2 snow events
 Milled asphalt on Queen City Dr. @ N Centre St

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

- Constitution Park
 - Cleaned up garbage 2 times a week
 - Cut and cleared trees several trees
- Mason's Complex
 - Cleaned up garbage 2 times a week
- Jaycee Field
 - Cleaned up garbage 2 times a week
- Smith Park
 - Started repairs on bathroom in basement of band stand
- Miscellaneous Work
 - Performed basic housekeeping @ Municipal Building
 - Cleaned & disinfected the Craft House & Activities Building
 - Prepared feed & bedding for ducks & geese @ the Duck Pond
 - Cleaned & performed preventative maintenance on Park & Rec vehicles
 - Picked up trash @ parklets & playgrounds once/twice a week
 - Set up portable stage @ City Hall for Groundhog Day event
 - Plowed & salted streets during 2 snow events
 - Cleared & salted park & parklet sidewalks after snow & ice events

**Fleet Maintenance
January 2021**

Total Fleet Maintenance Projects	150
Central Services	2
Community Development	1
DDC	0
Engineering	4
Fire	14
Flood	0
MPA	0
P & R Maintenance	2
Police	26
Public Works	0
Sewer	8
Snow Removal	12
Street Maintenance	22
Vehicle Maintenance	19
Water Distribution	21
Water Filtration	0
WWTP	0
Scheduled Preventive Maintenance	13
Service Calls	6
 Total Work Orders Submitted	 27
 Risk Management Claims	 1
 Fork Lift Inspections	 0

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

- **POTHOLES AND COMPLAINTS**
 - Potholed 16 streets & 1 alley using 5 tons of cold patch
- **TRAFFIC CONTROL SIGNS/STREET NAME SIGNS**
 - Installed 1 Handicap Parking sign/painted curb blue
 - Installed or repaired 6 traffic control signs
- **STREET SWEEPING**
 - No street sweeping performed due to snow, ice and cold weather
- **MISCELLANEOUS**
 - Completed 23 Work Orders
 - Repairs on retaining wall on Michigan Ave
 - Cleaned Underpass, McMullen Bridge, Washington St Bridge, Fayette St Bridge, Cumberland St Bridge & Welch Ave. drainage ditch 3 times.
 - Picked up 7 dead animals
 - Filled salt barrels 7 days
 - Picked up trash/discarded items on 3 occasions
 - Cleaned Municipal Center shop twice a week
 - Received shipments of road salt
 - Plowed & salted during 4 snow events
 - Shoveled sidewalks after 4 snow events
 - Milled asphalt joint @ intersection of Hunt Terrace & Dale Ave
 - Continued to follow Covid-19 guidelines

STREET MAINTENANCE - FEBRUARY 2021		2/1-2/5	2/8-2/12	2/16-2/19	2/22-2/26	TOTAL
SERVICE REQUEST COMPLETED		1	5	0	17	23
PAVING PERFORMED	Tons					0
CONCRETE WORK	Cy					0
UTILITY HOLES REPAIRED	Water					0
	Sewer					0
	Cy					0
	Tons					0
POTHOLE FILLING	Streets				16	16
	Alleys				1	1
	Days				3	3
	Cold Mix				5t	5t
	Tons					0
PERMANENT PATCH	Cy					0
	Tons					0
COMPLAINTS COMPLETED						0
	Cy					0
	Tons					0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED					6	6
STREET NAME SIGNS REPAIRED/INSTALLED						0
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED						0
			1			1
						0
PAINTING PERFORMED	Blue		1			1
	Yellow					0
	Red					0
PAVEMENT MARKINGS INSTALLED	No.					0
STREET CLEANING	Loads	0	0	0	0	0
	Miles	0	0	0	0	0
SWEEPER DUMPS HAULED TO LANDFILL	Tons		4.9t			4.9t
STREET MILLING	Days	1				1
CLEANED BALTIMORE ST. UNDERPASS	Days	1	1	1	1	4
SALT BARRELS	Days	2	2	2	1	7
SNOW REMOVAL	Days	2	2	2	1	7
CLEAN SNOW EQUIPMENT	Days	1		2	2	5
SHOVEL & SALT SIDEWALKS	Days	1	1	1	1	4
BRUSH REMOVAL/TREE WORK	Areas	1	5			6
CHECK DRAINS/CLEAR DEBRIS	Days					0
STREET TRACTOR MOWING	Days				3	3
LEAF PICK UP	Loads					0

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MONTHLY REPORT
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 - Prepared feed & bedding for ducks & geese @ the Duck Pond
 - Cleaned & performed preventative maintenance on Park & Rec vehicles
 - Picked up trash @ parklets & playgrounds once/twice a week
 - Worked overtime @ City Hall for Groundhog Day event
 - Plowed & salted streets during 4 snow events
 - Cleared & salted park & parklet sidewalks after snow & ice events

**Fleet Maintenance
February 2021**

Total Fleet Maintenance Projects	123
Central Services	0
Community Development	0
DDC	0
Engineering	5
Fire	4
Flood	3
MPA	0
P & R Maintenance	6
Police	14
Public Works	1
Sewer	5
Snow Removal	10
Street Maintenance	40
Vehicle Maintenance	7
Water Distribution	13
Water Filtration	0
WWTP	1
Scheduled Preventive Maintenance	14
Service Calls	0
Total Work Orders Submitted	21
Risk Management Claims	1
Fork Lift Inspections	0

File Attachments for Item:

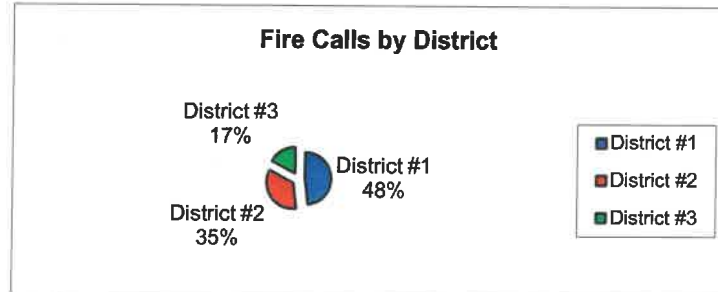
. Fire Department monthly report for February, 2021

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

Cumberland Fire Department Responded to 76 Fire Alarms:

Responses by District:

District #1	36
District #2	26
District #3	13
Out of City	1
	<hr/> 76



Number of Alarms:

First Alarms Answered	75
Working Alarms Answered	1
	<hr/> 76

Calls Listed Below:

Property Use:

Public Assembly	1
Educational	1
Institutional	2
Residential	52
Stores and Offices	4
Special Properties	16
	<hr/> 76

Type of Situation:

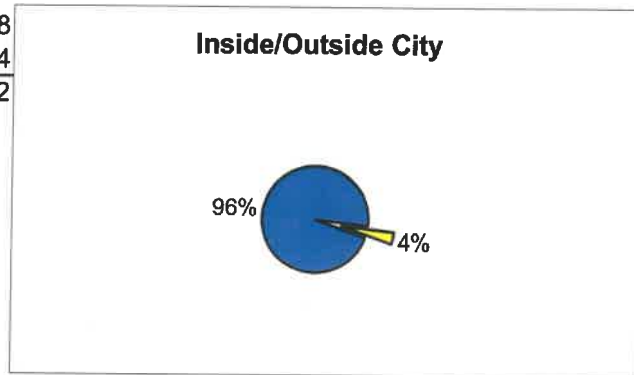
Fire or Explosion	5
Rescue Calls	46
Special Incident	1
Hazardous Conditions	5
Service Calls	5
Good Intent	6
False Calls	8
	<hr/> 76

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in February:	\$320.00
Total Fire Service Fees for Fire Calls Billed by MCA Fiscal Year to Date:	\$17,690.00
Fire Service Fees for Fire Calls Paid in February:	\$1,154.79
FY2021 Fire Service Fees Paid in FY2021:	\$4,940.00
All Fire Service Fees Paid in FY2021:	\$6,000.00

Fire Service Fees for Inspections and Permits Billed in February:	\$0.00
Fire Service Fees for Inspections and Permits Paid in February:	\$0.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$1,350.00

Cumberland Fire Department Responded to 382 Emergency Medical Calls:

In City Calls	368
Out of City Calls	14
Total	382



Cumberland Fire Department Provided 12 Mutual Aid Calls:

10 Mutual Aid Calls within Allegany County
2 Mutual Aid Calls outside of Allegany County
12

Bowman's Addition VFD	1
Cresaptown VFD	8
Corriganville VFD	1
	10

Ridgeley, WV VFD	2
	12

Cumberland Fire Department Provided 2 Paramedic Assist Calls:

0 Paramedic Assist Calls within Allegany County
2 Paramedic Assist Calls outside of Allegany County
2

Cumberland Valley EMS, PA	1
Ridgeley, WV VFD	1
	2

Total Ambulance Fees Billed by Medical Claim-Aid for the month of February:	\$122,453.00
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Ambulance Fees Billed Fiscal Year to Date:	\$1,013,837.30
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Ambulance Fees Paid:	
Revenue Received in February:	\$105,377.09

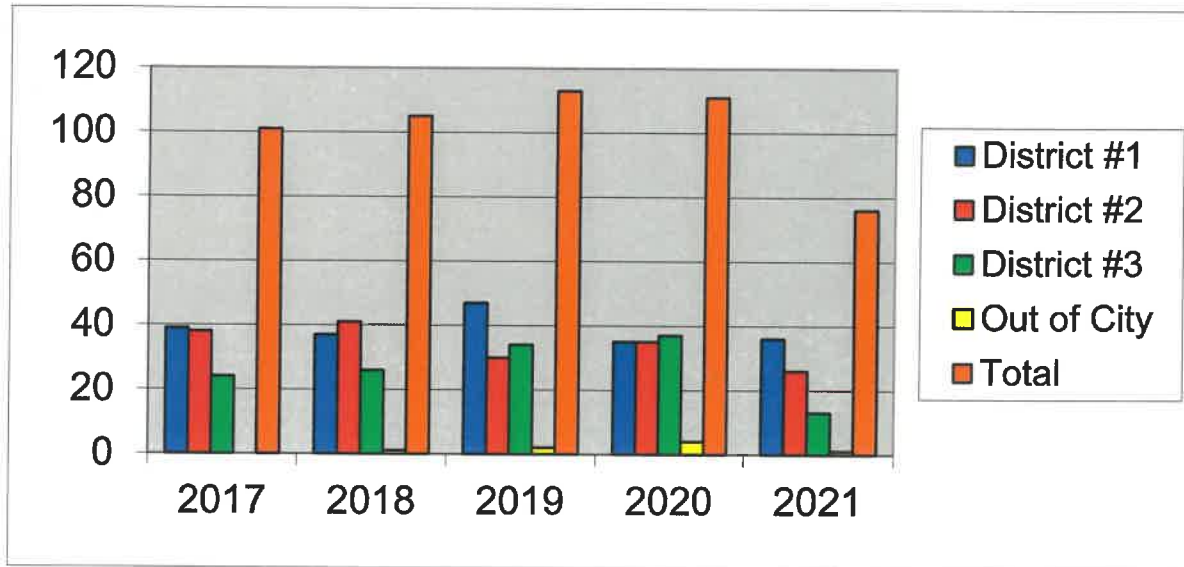
FY2021 Ambulance Fees Paid in FY2021:	\$592,909.74
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Total Ambulance Fees Paid in FY2021:	\$744,032.12
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(All ambulance fees, current and previous fiscal years, paid in FY2021.)

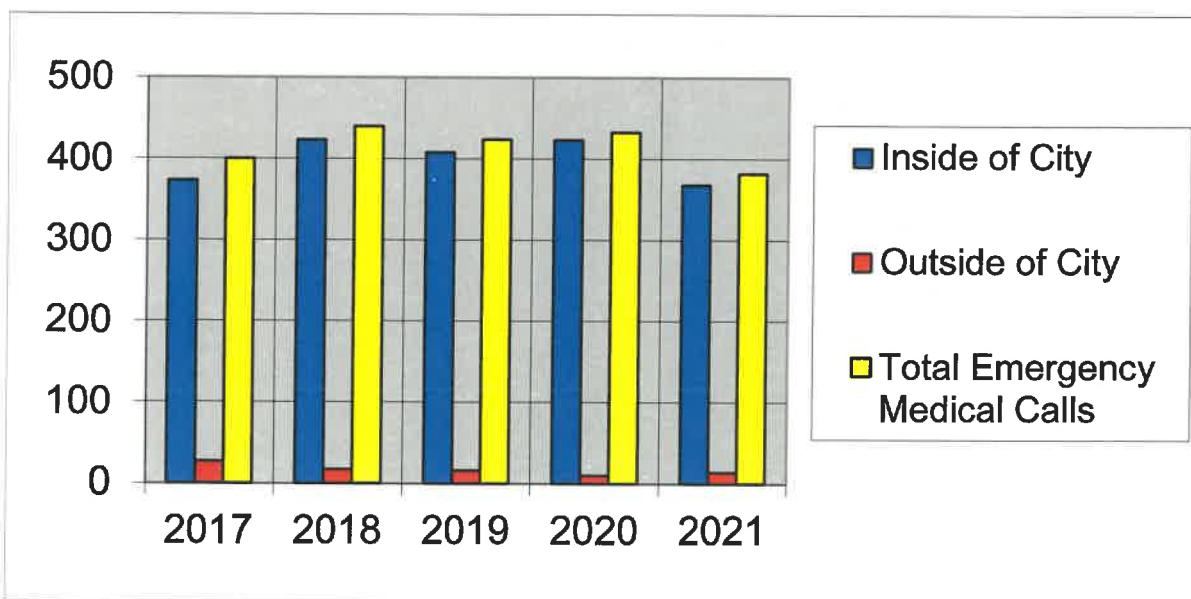
Fire Calls for the Month of February for a Five-Year Period

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
District #1	39	37	47	35	36
District #2	38	41	30	35	26
District #3	24	26	34	37	13
Out of City	<u>0</u>	<u>1</u>	<u>2</u>	<u>4</u>	<u>1</u>
Total	101	105	113	111	76



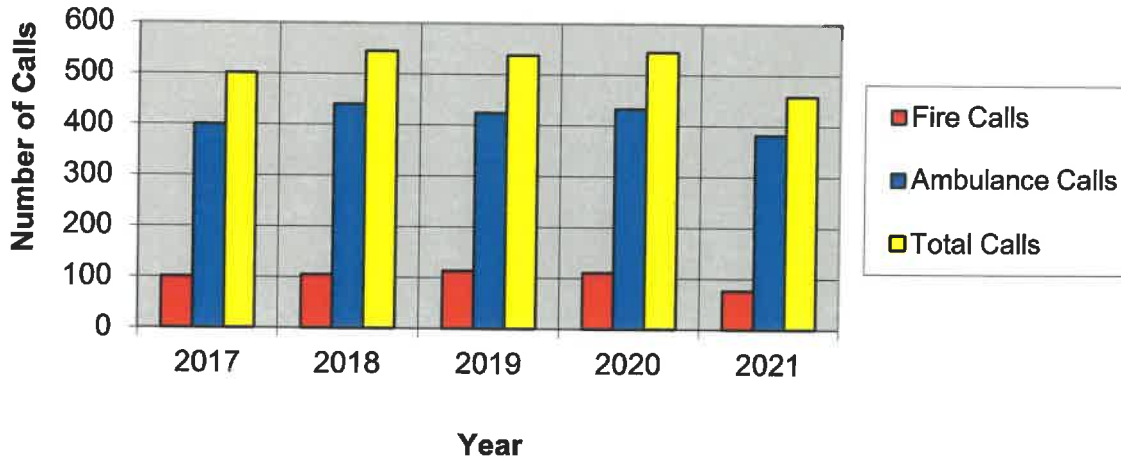
Ambulance Calls in the Month of February for a Five-Year Period

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Inside of City	373	423	408	423	368
Outside of City	<u>27</u>	<u>17</u>	<u>16</u>	<u>10</u>	<u>14</u>
Total Emergency Medical Calls	400	440	424	433	382



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

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Fire Calls	101	105	113	111	76
Ambulance Calls	<u>400</u>	<u>440</u>	<u>424</u>	<u>433</u>	<u>382</u>
Total Calls	501	545	537	544	458



Training

Training Man Hours:	287.75
Safety	4.50
Duties and Responsibilities	5.50
Crew Meetings	4.50
Standard Operating Procedures	14.50
Apparatus Check Procedures	90.00
SCBA Inspection and Care	11.00
Annual SCBA Refresher	2.00
SCBA Fit Testing	3.00
General Driver Training	12.75
Drug Box Inventory	12.00
Bloodborne Pathogens	17.00
Pediatric Emergencies	11.00
Advanced Life Support Recertifications	6.00
2020 Emergency Response Guide	6.00
Strategic and Tactical Operations	21.50
Fire Officer I	10.00
Grant Writing	6.00
HazMat Annual Refresher	5.00
Meters	5.50
High Rise Operations	18.00
Street Locations	1.00
Physical Fitness	21.00
	<hr/> 287.75

Fire Prevention Bureau

Complaints Received	1
Conferences Held	41
Correspondence	10
Inspections Performed	2
Investigations Conducted	3
Plan Reviews	4

Personnel

Captain William R. "Buzz" Davis retired on February 28, 2021, with 26 years of dedicated service to the City of Cumberland Fire Department.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

File Attachments for Item:

. Police Department monthly report for February, 2021



City of Cumberland Department of Police

Monthly Report
February 2021



City of Cumberland Department of Police

Monthly Report

February 2021

Part 1 Crimes for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
Aggravated Assaults	6	11	B & E (All)	19	7	Murder	0	0	Rape	1	1
Robbery	2	1	Theft - Felony	1	1	Theft - Vehicle	2	3			

Selected Criminal Complaints for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
Theft - Misdemeanor	14	7	Theft - Petty	26	14	Domestic Assaults	19	18	CDS	67	53
Disturbances	135	114	DOP/Vandalism	14	17	Indecent Exposure	3	3	Sex Off - Other	3	1
Suicide	0	0	Suicide - Attmp.	0	1	Tampering M/V	0	0	Abuse - Child	1	3
Trespassing	14	13	Assault on Police	4	3	Assault Other	41	25			

Selected Miscellaneous Incidents for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
Alcohol Violations	5	1	Juvenile Compl.	29	12	Missing Persons	11	5	School Resource	198	164
School Threat	0	0	Sex Off. Regist.	8	11	Truancy	4	26	Death Investigation	6	5

Selected Traffic Incidents for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
DWI	3	15	Hit & Run	17	20	M/V Crash	51	50	Traffic Stop	325	572

Selected Service Calls for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
Alarms	46	27	Assist Motorist	29	21	Check Well-Being	85	85	Foot Patrol	24	82
Assist Other Agency	103	56	Bike Patrol	0	0	Special Events	4	1	Suspicious Activity	54	73

Current Incident Status for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
Open	12	78	Arrest	291	242	Closed	1859	2392	Suspended	34	35



City of Cumberland Department of Police

Monthly Report

February 2021

Arrests Totals for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
M/V Citations	50	62	M/V SERO	0	6	M/V Warnings	275	494	Arrest on View Adult	47	52
Arrest On Crim. Cit.	7	8	Arrest Summons	31	28	Arrest Warrant Adult	55	32	Adult Crim.	144	122
Arrest Summon (Chrg)	21	18	Arrest Warrant (Chrg)	17	8	Juvenile Crim.	42	14	Arrest on View Juv	33	13
Arrest Warrant JUV	6	0	Emer. Petition	67	37	Fingerprinting	3	0	RunAway & Miss Per.	10	4
Civil Citation	7	3									

Total Incidents Reported :

2020	2021
2,196	2,747

Chuck Ternent - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

FEBRUARY 2021

SWORN PERSONNEL: 51 SWON OFFICERS

Administration	6 officers
Squad D1	10 officers
Squad N1	9 officers
Squad D2	10 officers
Squad N2	8 officers
C3I/C3IN	5 officers
School Resource	1 officers
Academy	2 recruits

CIVILIAN EMPLOYEES: 6 full time, 10 part time

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

*=Grant funded

**=Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 480.25

COMP TIME USED: 263.25

SICK TIME USED: 224

YEAR TO DATE (beginning 07/01/20): 5,928.25

YEAR TO DATE (beginning 07/01/20): 1,666.50

YEAR TO DATE (beginning 07/01/20): 2,263.50

OVERTIME REPORT

OVERTIME WORKED: 61.25

HOSPITAL SECURITY: 72

COURT TIME WORKED: 12

YEAR TO DATE (beginning 07/01/20): 1,518.25

YEAR TO DATE (beginning 07/01/20): 917

YEAR TO DATE (beginning 07/01/20): 477.50

File Attachments for Item:

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

[illegible]

February 2021 Monthly Report

FLOOD MAINTENANCE

Test run pumps and run gates

Check sewage regulators

Safety meeting

Clean fields

Flush syphons

Snow removal

Perform other maintenance work as required

SEWER BRANCH

Calls answered	13
Service lines opened	4
Owner's trouble	9
Traced lines/main	359
Mains Repairs/ Replace	4
Sewer taps installed/replaced	0
Cleaned catch basins	3
Cleanouts installed	1
Televised sewer mains	0 FEET
Televised sewer lines	0
Call outs/ overtime	19 callouts/ 73.5 hours overtime
Weekly check of overflows, pits	4
Catch basin repair/rebuild	2
Flushed mains	6,068 Feet
Gallons of water used	13,500 Gals.
608 Vac-con truck	7,500 Gals.

605 Flush truck

6,000 Gals.

Safety meeting

E. Roberts St. repair 12" sewer main (NPL)

702 Gephart Dr. removed trap on main added C/O

3 Park St. replaced broken ring and lid

Repaired sewer lines on Decatur St 3 location. (NPL)

King St. flush and vac. Main

South Ter. Flush and vac. Main

Candoc @ Mary St. flush and vac. Main

Lefevre Ave. Vac manhole

Fredrick St. flush and vac manhole

Bedford St. City Hall flush and vac manhole

Hydro 6 sites (sewer)

Hydro 4 sites (water)

File Attachments for Item:

1. Approval of the Work Session and Closed Session Minutes of February 23, 2021, and the Closed and Regular Session Minutes of March 2, 2021

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, February 23, 2010
5:00 p.m.

This meeting was held via Video-Conference

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

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Marjorie Woodring, City Clerk; Ken Tressler, Director of Administrative Services; Mark Gandolfi, City Comptroller; ClearGov Representative Anna Balcora

I. AGENDA REVIEW – MARCH 2, 2021

Mr. Rhodes reviewed the Agenda for the March 2, 2021 Public Meeting, going over the Reports and Minutes up for approval. Mr. Tressler reviewed **Resolution R2021-02** on the Agenda, advising that this is a resolution to issue new debt refunding bonds to refund certain portions of CDA 2012, 2013, 2015 and General Obligation Bonds of 2013. He stated that refunding is expected to save the City more than \$1.5M, and at the same time, the City is issuing new debt that was approved in the 2021 budget.

Mr. Rhodes advised that he, Mr. Tressler, and Mr. Gandolfi will be on calls this Thursday with rating agencies leading up to this action. Mr. Gandolfi advised that the total, counting the refunding, is \$17.7M.

Mr. Rhodes reviewed the four Orders on the Consent Agenda:

Order 26,758 - authorizing the Chief of Police to accept the Allegany County Health Department's Overdose Follow-Up Grant in the amount of \$3,500.00 which will allow CPD officers to partner with UPMC Western Maryland and the Allegany County Parole and Probation Unit to perform follow-ups with non-fatal overdose victims within 24-48 hours after release from hospital.

Order 26,759 - approving policies regarding the reinstatement of COVID-related sick leave to an employee's sick leave balance.

Mr. Rhodes advised that staff is proposing the reinstatement of Covid-related sick leave, whereby when documentation is provided on a Covid-related absence, up to 80 hours of sick leave will be placed back into those employees' sick leave "banks".

As to how many employees this includes, Mr. Rhodes advised that some employees actually had the virus, and some just had symptoms where they were told not to come in. Mr. Tressler said he will have the exact number of employees for the Public Meeting, and advised that there are 3,145 total Covid-related hours of sick leave, and of that, almost 2,200 are in the Police and Fire Departments combined.

Order 26,760 - approving the re-appointment of Bruce Irons to the Housing Authority of the City of Cumberland for a five-year term effective retroactive to 11/1/20 through 10/31/25.

Order 26,761 - authorizing the Mayor to execute a Cooperation Agreement with the Housing Authority of the City of Cumberland providing for aid and cooperation in the development of 1034 Frederick Street, owned by the Housing Authority, as a Scattered Site Housing project.

Mr. Rhodes advised that the City has Cooperation Agreements with the Housing Authority for property that they own in the City that are tax-exempt, and they pay payments in lieu of taxes to the City (PILOT) to cover public safety costs. He stated that this property will also have a PILOT agreement. Mr. Rhodes added that the property will have renovations done to it, and said Friends Aware will be using it.

II. PRESENTATION OF CLEARGOV SOFTWARE SYSTEM PROPOSAL

Mr. Gandolfi introduced Anna Balcora from ClearGov, the City's software that provides financial transparency to the public. Mr. Gandolfi said it allows the public direct access to levels deeper than what the financial report provides. He said that once they have the consent to go live, it will be accessible from a banner hyperlink on the City's website. He said the ClearGov page will provide demographic information and financial data. He said that data from FY2015 to the current FY budget is already loaded and verified.

Ms. Balcora provided a web demonstration of the Homepage and described the software's capabilities. She advised that all ClearGov websites are compatible with multiple devices, and stated there will be links for the different sections: Overview, Revenues, Expenditures, and Demographics (which comes from the US Census). She added that the financial overview will always present the current adopted information.

Ms. Balcora advised that citizens will be able to view all funds and graphic representations of revenues and expenses, including budgeted, over-budgeted, actual expenditures, etc. She mentioned that there are several options on how the data can be displayed, and advised that the "more detail" link will provide a breakdown of information. Ms. Balcora also noted that all information on the Revenue and Expenditure pages can be downloaded and noted that a feature on the Expenditure page allows the resident to enter their annual property tax bill so they can see a breakdown of where their tax dollars go. She added that information breakdown buttons were also available on the Police and Fire Department Expenditure pages, and said one of their goals is to make the software as interactive and easy for citizens to navigate and understand as possible.

Mr. Gandolfi stated that this will be a great interactive tool that allows citizens to access important information. Mayor Morriss agreed that this is very transparent. Mr. Gandolfi stated that this software will be \$5,550 annually – very affordable – and has additional features beyond what was just demonstrated. He mentioned that Morgantown, WV is a user, and said there are many other users in the state of Maryland and in the US. Mr. Gandolfi also advised that there is an internal feature available called Benchmarking that allows the City to compare our data with other ClearGov users' data and get benchmarks. He stated that if M&CC is interested, he will get more information to them.

III. BOARD AND COMMISSION UPDATES FROM COUNCIL

Mayor Morriss advised on his latest meeting of the WMSR Board, and stated that Delegate Mike McKay will be the new Board President. He said it was a good meeting, and said they are working their way through possibilities of opening up. He advised that it may be as soon as July of this year, depending on Covid and ongoing restrictions. He said the 1309 steam engine should be ready by May, and noted that the Scenic Railroad has always been one of the major contributors for the City's tourism, and stated that now there is so much more, including the GAP Trail, Rocky Gap Resort and Casino, etc., and said it's critical that all these pieces of the pie get back up and running.

Councilwoman Marchini advised on the latest with the DDC and Baltimore Street design, saying that they have 95% of the drawings with EADS, and mentioned that the BSA workgroup meets every Wednesday at 10:00 AM. She stated that last week they received an additional \$500K from the Governor's capital budget, and said their budget total now stands at \$8.2M. Ms. Marchini stated that Mr. Cochran is working on the renderings, and said they recently purchased the HistoricCumberlandCenterCity.com URL and said Doug Schwab is working on it. She mentioned that the hope is for this to eventually be the DDC's website. She also stated that they met today with the Marketing group, and said they are doing an article for Allegany Magazine. Mayor Morriss stated that Council and staff very much appreciate the tremendous effort and hard work done by this group.

Councilman Cioni advised that they will be hearing more rumblings on the youth initiative, and stated that Renee Knisley has come on board to coordinate a meeting of the various youth organizations. He also noted that Captain Smith from the Salvation Army is working diligently with them, and said that at their next meeting they will be discussing taking on a chapter of the Boys and Girls Club of America. Mr. Cioni assured the support of the Council and City Hall to bring a lot of services so there's not redundancy, and so that as many kids as possible can be served.

Mayor Morriss commented on all the groups that are starting to come on board and work together, and said that in addition to the Salvation Army there are the AYPS Group, the Robotics Team, Carver Community Center, etc., and Councilman Cioni noted that they have four buildings available to provide activities for the City's youth.

Councilwoman Marchini wanted to mention that May is Historic Preservation month, and advised that the HPC will be having a summit and will focus on the basics to inform the public on the how's and why's of historic preservation. She added that they are also having a logo contest for local and regional artists to submit mock-ups for the new logo for the downtown historic Cumberland area.

Mayor and Council reminded everyone that Covid is not over, but to keep shopping locally to support the City's small businesses, while remembering to continue to limit contact with people, wear masks, and to socially distance.

IV. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:03 p.m.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____



Mayor and City Council of Cumberland

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

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

MINUTES

M&CC Public Meeting
Via Video-Conference

DATE: March 02, 2021

I. CLOSED SESSION

1. 5:30 PM - Convene in open session for the purpose of closing the meeting pursuant to Sections 3-305(b)(7) and (8) of the General Provisions Article of the Annotated Code of Maryland to discuss potential litigation regarding a real property related code compliance issue with staff and the City Solicitor, and to receive legal advice from the City Solicitor regarding the same issue
2. Convene into Closed Meeting

II. OPEN SESSION

1. 6:15 P.M. - Reconvene into Open Session

III. Roll Call

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

Also Present: Jeffrey D. Rhodes, City Administrator; Marjorie A. Woodring, City Clerk

IV. Statement of Closed Meeting

1. Summary statement of the closed meetings held February 23, 2021, and March 2, 2021

Mayor Morriss announced that Closed Sessions had been held on February 23, 2021, and March 2, 2021, and read into the record summaries of those meetings which are 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 Cioni, seconded by Councilman Frazier, and was passed on a vote of 5-0

(A) Administrative Services

1. Administrative Services monthly report for January, 2021

(B) Fire

1. Fire Department monthly report for January, 2021

VI. Approval of Minutes

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

1. Approval of the Work Session Minutes of February 9, 2021, and the Regular Session Minutes of February 16, 2021

VII. New Business

(B) Orders (Consent Agenda)

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

Order 26,758 - authorizing the Chief of Police to accept the Allegany County Health Department's Overdose Follow-Up Grant in the amount of \$3,500.00 which will allow CPD officers to partner with UPMC Western Maryland and the Allegany County Parole and Probation Unit to perform follow-ups with non-fatal overdose victims within 24-48 hours after release from hospital.

Order 26,759 - approving policies regarding the reinstatement of COVID-related sick leave to an employee's sick leave balance.

Mr. Rhodes advised that this policy is being recommended in order to provide up to 80 hours reimbursement of employees' Sick Leave on Covid-related documented cases, and said there is approximately 3050 total hours to reimburse that would just be putting sick leave back in their Sick Leave "banks".

Order 26,760 - approving the reappointment of Bruce Irons to the Housing Authority of the City of Cumberland for a five-year term effective retroactive to 11/1/20 through 10/31/25.

Order 26,761 - authorizing the Mayor to execute a Cooperation Agreement with the Housing Authority of the City of Cumberland providing for aid and cooperation in the development of 1034 Frederick Street, owned by the Housing Authority, as a Scattered Site Housing project.

Mr. Rhodes advised that the City has Cooperation Agreements with the Housing Authority for property that they own in the City that are tax-exempt, and they pay payments in lieu of taxes to the City (PILOT) to cover public safety costs. He stated that this property will also have a PILOT agreement. Mr. Rhodes added that the property will have renovations done to it, and said Friends Aware will be using it.

VIII. Public Comments

Greg Larry, Times-News, left a message requesting an update on the Cumberland Gateway Project. Mayor Morriss advised that he will get with Mr. Larry and provide him with a comment after the meeting.

Councilwoman Marchini, along with the Mayor the rest of Council wanted to congratulate the eight new officers that were sworn in this past week, and thanked them for their service to the City.

All public comments are limited to 5 minutes per person

IX. Adjournment

With no further business at hand, the meeting adjourned at 6:30 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Mayor and City Council of Cumberland

Closed Session Minutes

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

Second Floor Conference Room

Tuesday, March 2, 2021, 5:30 p.m.

The Mayor and City Council convened in open session at 5:30 p.m. for the purpose of closing the meeting for an executive session pursuant to Section 3-305 (b)(7) & (8) of the General Provisions Article of the Annotated Code of Maryland to discuss with staff and the City Solicitor potential litigation regarding a real property-related code compliance issue, and to receive legal advice from the City Solicitor regarding the same issue.

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

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

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie A. Woodring, City Clerk

File Attachments for Item:

. Order 26,763 - accepting the sole source proposal from Hertrich Fleet Services, Inc. to provide a 2021 Ford F150 4WD Extended Cab for the amount not to exceed \$33,194 - using joint pricing through the Howard County, MD Contract #4400003197

HERTRICH FLEET SERVICES, INC

1427 Bay Road Milford, DE 19963
Ford - Chevrolet - Dodge - Jeep
Lincoln - Honda - Buick - GMC - Toyota - Nissan

(800) 698-9825

(302) 422-3300

Fax: (302) 839-0555

February 24, 2021

City of Cumberland Fire Department
20 Bedford Street
Cumberland, MD 21502

It is my pleasure to provide a quote for a 2021 Ford F150 priced per the Howard County Maryland Contract # 4400003197 and equipped as follows:

Vehicle	2021 Ford F150 4WD Extended Cab 145" WB – 6.75ft Bed	
PQ/AG	Race Red Exterior & Medium Dark Slate Vinyl 40/20/40 Seat	
995/446	5.0L V8 EFI Engine & 10 Speed Automatic Transmission	
101A	PEP Package 101A – XL Series Trim – Reverse Sensing	
	Power Equipment Group	
	Cruise Control	
	Sync - Bluetooth	
	17" Silver Aluminum Wheels w/P265 70R17 Tires	
86A	Chrome Bumpers – Front & Rear – Fog Lamps	
	Full Size Spare	
	Rear View Camera	
XL3	3.31 Electronic Locking Rear Axle	
	Trailer Tow Receiver Class IV Hitch & 4/7 pin trailer plug	
CAP	A.R.E. – Toolmaster Series – side boxes/painted to match	
HOM	6 Gang Up Fitter Switch	
	Pricing per Howard County Contract	\$40,917
	Discount per Contract	(\$1,223)
	Additional Government Concession	(\$6500)
	Total Per Truck	\$33,194

Please contact me with any questions, changes or to place an order. I look forward to hearing from you.

Respectfully submitted,
Jim Blecki



Howard County, Maryland

OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 226

Columbia, MD 21046

(410) 313-6370

Tax Exemption No. 30001219

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Contract Number: 4400003197

HERTRICH FLEET SERVICES INC
1427 BAY RD
MILFORD DE 19963
USA

Commodity Contract	
Contract Number:	4400003197
Vendor Number:	1102743
Date:	12/28/2016
Contract Term:	01/01/2017 to 12/31/2021
Header Target:	\$4,000,000.00
Ceiling Value:	\$4,000,000.00 Over 5 Years
Buyer:	Shelley Liby, CPPB
Telephone:	410-313-6379
Fax Number:	410-313-6388
Email:	sjliby@howardcountymd.gov

Delivery Terms: Free On Board Destination

Payment Terms: Net Due Within 30 Days

Contract text:

Invitation for Bid No. 2017-21, New Vehicles, Class 1-7

Contract Change No. 5, 12/14/2020. This contract change is for the purpose of exercising the last of four (4) one-year renewal options for the period of 01/01/2021 to 12/31/2021. All other terms and conditions remain unchanged.

All invoices shall reflect the Contract Number, release Purchase Order Number, and the contract Line Item Numbers.

The vendor must maintain, in full force and current, the insurance coverage required under the terms and conditions of this contract while this contract is in effect, including any renewal terms.

The Ceiling Value is representative of multiple contract terms and does not represent the value of one year's services.

Vendor Contact: Jim Blecki, 800-698-9825, email jblecki@hertrichfleet.com

Agency Contact: Adam D. Brown, Central Fleet, 410-313-2047, email adbrown@howardcountymd.gov

Item	NIGP Code	Description	Unit	Price
27	07183	Automobiles, Pilot Inspection		
		Price(Contract/Bid)	1 EA	1.00 USD

**Howard County, Maryland****OFFICE OF PURCHASING**

6751 Columbia Gateway Drive, Suite 501

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(410) 313-6370

Tax Exemption No. 30001219

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Contract Number: 4400003197

Item	NIGP Code	Description	Unit	Price
Material Text: Automobiles, SUV Compact Crossover, Pilot Inspection				
26	07212	Truck, Pickup, Light DutyPolice Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Truck, Pickup, Light DutyPolice				
25	07211	Truck, Pickup, Light DutyPolice Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Truck, Pickup, Light DutyPolice				
24	07210	Truck, Pickup, Light DutyPolice Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Truck, Pickup, Light Duty, Police				
23	07209	Truck, Pickup, Light Duty Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Truck, Pickup, Light Duty				
22	07206	Truck, Pickup, Heavy Duty Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Truck, Pickup, Heavy Duty				
21	07205	Truck, Class 5 Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Truck, Class 5				
20	07203	Truck, Pickup, Heavy Duty Civilian Price(Contract/Bid)	1 EA	1.00 USD

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(410) 313-6370

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Item	NIGP Code	Description	Unit	Price
Material Text: Truck, Pickup, Heavy Duty Civilian				
19	07197	Vans, Passenger, Light Duty, Police Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Vans, Passenger, Light Duty, Police				
18	07196	Vans, Passenger, Light Duty Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Vans, Passenger, Light Duty				
17	07195	Vans, Passenger, Heavy Duty Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Vans, Passenger, Heavy Duty				
16	07194	Vans, Cargo, Heavy Duty Police Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Vans, Cargo, Heavy Duty Police				
15	07193	Vans, Cargo, Light Duty PoliceUndercover Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Vans, Cargo, Light Duty PoliceUndercover				
14	07192	Vans, Passenger Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Vans, Passenger Civilian				
13	07191	Vans, Cargo Type Heavy Duty Civilian		

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Contract Number: 4400003197

Item	NIGP Code	Description	Unit	Price
		Price(Contract/Bid)	1 EA	1.00 USD
		Material Text: Vans, Cargo Type Heavy Duty Civilian		
12	07190	Vans, Cargo Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
		Material Text: Vans, Cargo Civilian		
11	07188	Vans, Cargo Light Duty Law Enforcement		
		Price(Contract/Bid)	1 EA	1.00 USD
		Material Text: Vans, Cargo Light Duty Law Enforcement		
10	07187	Automobiles, SUV Type Police		
		Price(Contract/Bid)	1 EA	1.00 USD
		Material Text: Automobiles, SUV Type Police		
9	07185	Automobiles, SUV Full Size Police		
		Price(Contract/Bid)	1 EA	1.00 USD
		Material Text: Automobiles, SUV Full Size Police		
8	07184	Automobiles, SUV Compact CrossoverPolice		
		Price(Contract/Bid)	1 EA	1.00 USD
		Material Text: Automobiles, SUV Compact Crossover, Police		
7	07183	Automobiles, SUV Compact Crossover		
		Price(Contract/Bid)	1 EA	1.00 USD
		Material Text: Automobiles, SUV Compact Crossover		

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Contract Number: 4400003197

Item	NIGP Code	Description	Unit	Price
6	07181	Automobiles, SUV Type Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV Type				
5	07180	Automobiles, SUV, Civilian Compact Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV, Civilian Compact				
4	07107	Automobiles, Police, Unmarked Gas/Hybrid Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, Police, Unmarked Gas/Hybrid				
3	07106	Automobiles, Police , Unmarked/Marked Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, Police , Unmarked/Marked				
2	07105	Automobiles, Police and Security Marked Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, Police and Security Marked				
1	07104	Automobiles, Station Wagons, Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, Station Wagons, Civilian				

TERMS AND CONDITIONS APPLICABLE TO CONTRACTS

1. This is notice that the Contract referenced above has been awarded to you based on the bid or proposal you submitted. All terms, conditions and specifications of the solicitation, when the result of a solicitation, will apply to all orders.
2. Any County agency authorized to purchase from this Contract must issue a release Purchase Order and reference the Contract number



Howard County, Maryland

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Contract Number: 4400003197

and line number for each of the goods and/or services on the Contract.

3. This is not an order to ship goods or begin services. A release Purchase Order must be issued before you are authorized to ship goods or begin services.

4. Changes in goods to be furnished or services to be performed are not permitted unless approved by the Office of Purchasing prior to goods being shipped or services being performed. Prior approval of the Office of Purchasing is also required before goods or services can be added or deleted.

5. The Contractor must supply actual goods and services ordered at the Contract price.

6. Contractors must maintain, in full force and current, the insurance coverage required under the terms and conditions of this Contract while this Contract is in effect, including any renewals thereof.

7. The County is exempt from State and Federal Excise Taxes. Maryland Sales and Use Tax Exemption Certificate No. 30001219.

8. Invoices for release Purchase Orders against this Contract must include:

a. Contractor's name;

b. Address;

c. Federal tax identification number;

d. Contract number (the first two digits are 44XXXXXXX) and Contract Line number (shown under each item description as 44XXXXXXXXX/X # the last digit is the Contract Line number);

e. Purchase Order number (the first digit is 2XXXXXXXX);

f. Unit price and extended price (the unit price must match a Contract Line on the Contract); and

g. Description of goods provided and/or services performed as show on this Contract.

9. Termination

a. Termination for Convenience: The County may terminate this Contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed or goods delivered. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

b. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Contract, the County may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the Contractual obligations of this Contract shall be considered just cause for termination of the Contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work or obtaining the goods.

10. Remedies for Default

a. The County shall have the right upon the happening of any default, without providing notice to the Contractor:

i. In addition to other available rights and remedies, to terminate the Contract immediately, in whole or in part;

ii. To suspend the Contractor's authority to receive any undisbursed funds; and/or

iii. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

b. Upon termination of this Contract for default, the County may elect to pay the Contractor for services provided and/or goods delivered up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

11. Remedies Cumulative and Concurrent

No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Contract, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Contract, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the



Howard County, Maryland

OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 501

Columbia, MD 21046

(410) 313-6370

Tax Exemption No. 30001219

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County may be exercised from time to time as often as may be deemed expedient by the County.

Buyer

Authorized Signature



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Contract Number: 4400003197

HERTRICH FLEET SERVICES INC
1427 BAY RD
MILFORD DE 19963
USA

Contract Number:	4400003197
Vendor Number:	1102743
Date:	12/28/2016
Contract Term:	01/01/2017 to 12/31/2017
Header Target:	\$500,000.00
Ceiling Value:	\$3,000,000.00 Over 5 Years
Buyer:	Shelley Liby, CPPB
Telephone:	410-313-6379
Fax Number:	410-313-6388
Email:	sliby@howardcountymd.gov

Delivery Terms: Free On Board Destination
Payment Terms: Net Due Within 30 Days

Contract text:

Invitation for Bid No. 2017-21, New Vehicles, Class 1-7

AWARDS:

SEDAN, CROSSOVER, COMPACT SPORT UTILITY:

Buick -240

Chevrolet -529

Dodge -435

Ford -1,001

Toyota +165

FULL-SIZE SPORT UTILITY:

Chevrolet -570

Dodge -480

Ford -1,110

Jeep -484

VAN-PASSENGER OR CARGO:

Chevrolet -572

Dodge -393

Ford -400

PICKUP TRUCK:

Chevrolet -583

Ford -1223

Ram -563

TRUCK CHASSIS CAB:

Ford Class 3 -1223

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

ORDER NO. 26,763

DATE: March 16, 2021

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

THAT, the sole source proposal from Hertrich Fleet Services, Inc. 1427 Bay Road, Milford, DE, 19963, to supply a 2021 Ford F150 4WD Extended Cab, using joint pricing through the Howard County, MD Contract #4400003197, for the amount not to exceed Thirty-three Thousand, One Hundred Ninety-four Dollars (\$33,194.00), be and is hereby accepted.

Raymond M. Morriss, Mayor

Hertrich Fleet Services, Inc.	Cost
Howard County, MD Contract	\$40,917.00
Discount per Contract	(\$ 1,223.00)
Add'l Government Concession	(\$ 6,500.00)
Total per Vehicle	\$33,194.00

Budgeted: 001.043.64000

File Attachments for Item:

. Order 26,764 - declaring a 2001 Freightliner Ambulance (VIN #1FVABLBW51HB62976) to be surplus and authorizing its donation to the Mountain Maryland Search and Rescue (MMSR)

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

ORDER NO. 26,764

DATE: March 16, 2021

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

WHEREAS, the Mayor and City Council desire to donate this vehicle to a local nonprofit group;

IT IS THEREFORE ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, THAT, the following vehicle is hereby declared to be surplus property and authorized for donation to the Mountain Maryland Search and Rescue (MMSAR), in "AS IS, WHERE IS" condition with no warranties expressed or conveyed:

1. 2001 Freightliner Ambulance
VIN #1FVABLBW51HB62976

Raymond M. Morriss, Mayor

MOUNTAIN MARYLAND



SEARCH AND RESCUE

www.mountainmarylandsearchandrescue.com

Mountain Maryland Search and Rescue

PO Box 3119, LaVale, MD 21504

March 3, 2021

Mayor and City Council of Cumberland,

My name is Chris Mullaney, and I am the founder/President of the nonprofit group Mountain Maryland Search and Rescue (MMSAR) located in Allegany County Maryland.

Mountain Maryland Search and Rescue is a team of trained volunteers with a purpose of helping our community by donating our time and resources to finding missing and endangered people. We are currently in the process of obtaining the required training necessary to meet the certification standards set forth by the State of Maryland for these types of operations. Our training consists of proficiency in basic first aid/CPR, canine first aid, FEMA level training to include IS-100, IS-200, and IS-700, land navigation, wilderness survival and biohazard training.

Our team is composed of 10 dog teams and we have partnered with local Civil Air Patrol to act as our ground search teams. Our dogs are trained in tracking, air scent, article search, and currently working to become Human Remains Detection Dogs. Many rural emergency departments have limited budgets and cannot afford essential equipment. Due to the relatively small population in the larger geographic rural areas in Western MD, search and rescue operations can be problematic for the local emergency responders. Much of Western MD is mountainous, with thick brush and many of the back roads are narrow and run along windy, steep hills. Our volunteers are trained in different types of equipment, including the use of canines, which allows local law enforcement personnel and funds to be used for other practices.

Mountain Maryland Search and Rescue is currently looking to obtain a used ambulance to be used as a command post for our volunteers and as a place to house the canines with suitable heat and air conditioning when not working.

We appreciate your time and consideration in this matter, and we hope to hear from you soon.

Chris Mullaney, President MMSAR



Margie Woodring <margie.woodring@cumberlandmd.gov>

2001 Freightliner Ambulance

1 message

Donald Dunn <donald.dunn@cumberlandmd.gov>

Tue, Feb 23, 2021 at 11:16 AM

To: Jeff Rhodes <jeff.rhodes@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>, Margie Woodring <margie.woodring@cumberlandmd.gov>

We would like to declare the 2001 Freightliner ambulance that we have in storage as surplus. It has 163,723 miles on it at last check. It has been determined that it is too old to remount. It has heavy rust. Allegany County has started a volunteer search and rescue team. Andy Tichnell is a member of the team and he has inquired about the availability of this ambulance for the team. I don't think that anyone else would be interested in it.

So, I would recommend that the City declare this ambulance as surplus and, if possible, donate it to this team. Thank you.

Chief Dunn

--

Donald J. Dunn
Fire Chief
Cumberland Fire Department
20 Bedford Street
Cumberland, Maryland 21502

File Attachments for Item:

. Order 26,765 - authorizing the execution of a temporary Encroachment Agreement with Greis Kaarvaliksen, owner of 2 Grandview Terrace, to allow for his use and access of the public right-of-way adjacent to his property and to repair and maintain the steps and porch in this designated area

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

ORDER NO. 26,765

DATE: March 16, 2021

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

THAT, the Mayor be and is hereby authorized to execute a temporary Encroachment Agreement by and between Greis Kaarvaliksen, owner of 2 Grandview Terrace, and the Mayor and City Council of Cumberland, to allow for his use and access of the public right-of-way adjacent to his property and to repair and maintain the steps and porch that are in this designated area.

Raymond M. Morriss, Mayor

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") is made this ____ day of _____, 2021 by and between the Mayor and City Council of Cumberland (the "City"), a Maryland municipal corporation, and Greis Kaarvaliksen (the "Owner").

RECITALS:

WHEREAS, the Owner is the record title holder of that certain parcel of property and the improvements thereon located at 2 Grandview Terrace, Cumberland, MD 21502 (the "Property"), which Property is more particularly described in the deed from Donald P. Dicken to the Owner dated December 5, 2016 and recorded among the Land Records of Allegany County, Maryland in Book 2262 Page 268;

WHEREAS, the Owner has requested an encroachment (the "Encroachment") into the right of way of Grandview Terrace and adjoining lands owned by the City as shown by highlighting on the Plan of Survey attached hereto and incorporated by reference herein as Exhibit A, for the purpose of (i) providing him access to Grandview Terrace by means of the concrete steps currently located between the Property and Grandview Terrace (the "Steps"), (ii) utilizing an existing concrete porch (the "Porch") to the west of the Steps, and (iii) utilizing another area between the Steps and Porch, enabling the Owner to traverse that area for his day-to-day use and to repair and maintain the Steps and Porch ; and

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

WITNESSETH:

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the City and the Owner hereby agree as follows:

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

2. **Grant of License.** The City hereby licenses and permits the Owner to utilize the Encroachment for the purposes set forth in the Recitals above, but only within the area of the Encroachment as shown on Exhibit A. It is understood that the Encroachment is hereby deemed to be by license only and is not to be considered a conveyance or permanent grant of an easement in the area encroached upon. The grant of the said license confers no right, title or interest in and to the City's property other than the right to use the Encroachment subject to the terms and conditions of this Agreement.

3. **Duration.** It is understood and agreed that the license for the Encroachment herein granted is temporary in nature. The City may terminate this Agreement at any time

and for any reason or no reason at all. In the event the City terminates this Agreement, excluding the Steps and Porch as their current locations and boundaries the Owner, at his sole cost and expense, shall remove all improvements he installed in the area of the Encroachment subsequent to the date of this Agreement, and he shall return the Steps and Porch to the City in good repair and condition and in compliance with applicable laws and regulation. Said removal and restoration shall be effected no later than sixty (60) days from the date of the City's demand therefor. In the event the Owner fails to effect the removal of the Encroachment and the restoration of the Property in the manner and within the time frame aforesaid, the City may effect the said removal and/or restoration, and the Owner shall indemnify the City for the costs it incurs in doing so.

4. **Construction.** Any and all bearings and/or structures erected upon or in the area of the Encroachment by or on behalf of the Owner shall be supported by their own foundations and shall not rely on existing conditions or structures located within the right-of-way. Any construction within the area of the Encroachment shall be undertaken, completed and at all times maintained by the Owner in a good and/or workmanlike manner, using sound construction, engineering and/or maintenance techniques and practices. To the extent that any permits are required for the construction or improvement to the area of the Encroachment, the Owner shall apply for and obtain them at her sole cost and expense. This Agreement shall not be deemed to constitute such a permit or an application therefor.

5. **Indemnification; Insurance.**

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

5.2. **Insurance.** The Owner shall maintain homeowners'/hazard insurance policies covering the Encroachment area for the greater of (i) \$300,000.00 per claim or (ii) the amount of coverage provided by existing policies together with an umbrella coverage. The policies shall name the City as an additional insured and shall required that they provide the City with no less than thirty (30) days' notice of their cancellation or non-renewal or as much notice as the insurers will provide, whichever is less.

6. **Agreement Runs with Land.** This Agreement shall be binding upon the Owner and his personal representatives, heirs, successors and assigns. This Agreement will run with the title to the Property and will forever benefit the City and bind the Owner and all future owners of the Property, including, without limitation, their respective personal representatives, heirs, successors and assigns.

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

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

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

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

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

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

13. **Recording Costs/Taxes.** The City reserves the right to record this Agreement among the Land Records of Allegany County, Maryland. The Owner shall bear the costs of recordation, if any.

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

Marjorie A. Woodring, City Clerk

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

Greis Kaarvaliksen (SEAL)

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

I HEREBY CERTIFY, that on this ____ day of _____, 2021, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morris**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said municipal corporation and that he is duly authorized by it to make this acknowledgment..

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

I HEREBY CERTIFY, that on this _____ day of _____, 2021 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Greis Kaarvaliksen**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, and did acknowledge that she executed the same for the purposes therein contained.

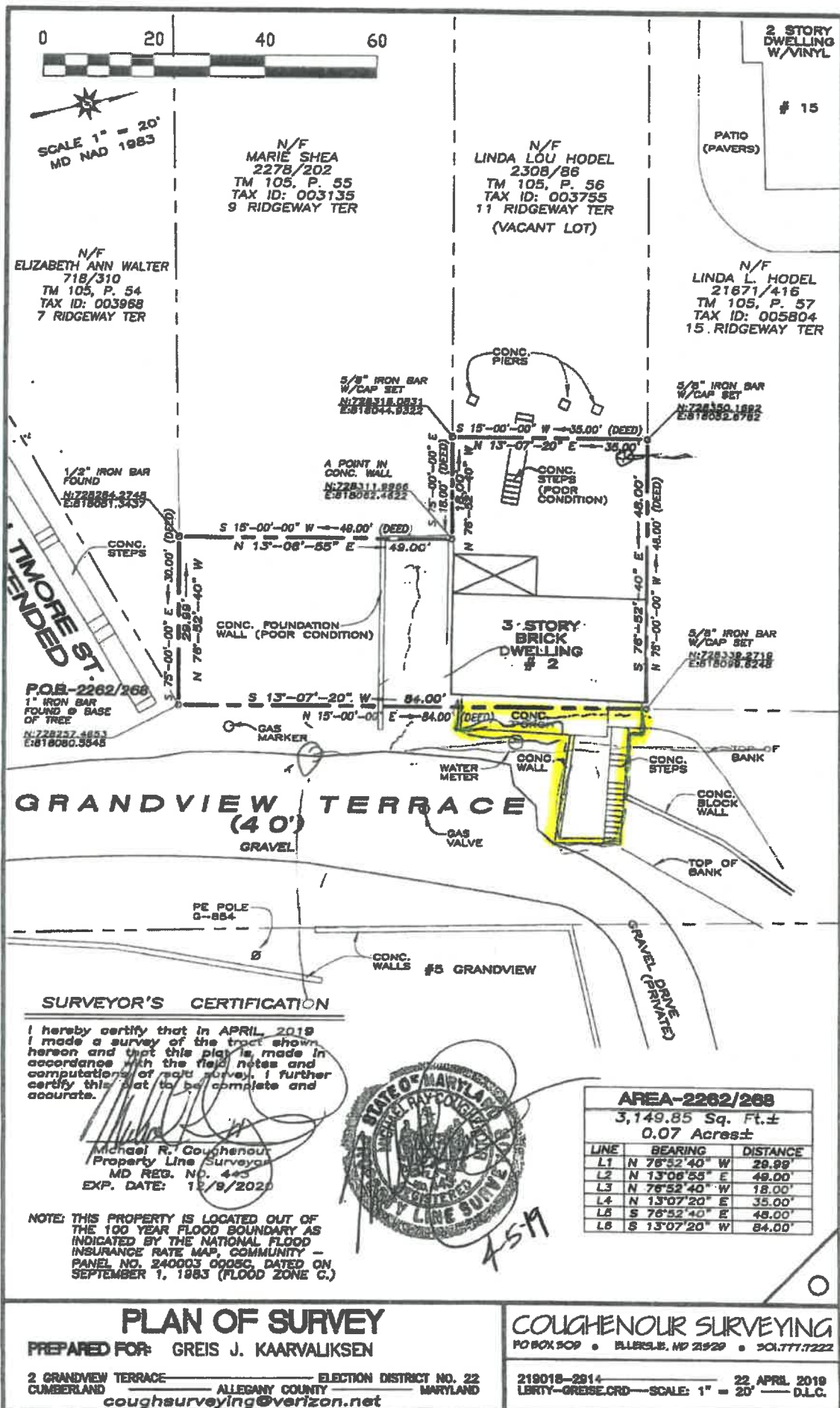
WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN



File Attachments for Item:

. Order 26,766 - authorizing a Special Taxing District Exemption for 55 Baltimore Street for the 2020-2021 tax year in the amount of \$1,104.72 (Original tax \$1,472.42 / 75% residential occupancy)

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

ORDER NO. 26,766

DATE: March 16, 2021

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

THAT, the following Residential Exemption from the Special Taxing District Levy
for the 2020-2021 tax year be and is hereby granted:

Property Owner	Address / Account No.	Tax Year	Tax Amt.	Exemption Amt.
Romero, David	55 Baltimore St./ 04- 010671 4P	2020-2021	\$1,472.42	\$1,104.32

Raymond M. Morriss, Mayor

City of Cumberland

57 N Liberty Street
Cumberland, MD 21502
301 722 2000

SPECIAL TAXING DISTRICT

REQUEST FOR EXEMPTION

Tax Year 2020 - 2021

I DANIEL ROMERO request an exemption from the Special Taxing District Levy for property owned by me at:

55 BACIMORE ST.

CUMBERLAND MD 21502

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

Industrial 25%

Residential 75%

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

Industrial % 25%

Residential % 75%

04 010671 - 4P

Original - 322,900 =
\$1,472.42

Exempt - 242,175 =
\$1,104.32

Billable - 80,725 = \$368.11

Signed



Date 23 FEBRUARY 2021

File Attachments for Item:

. Order 26,76 - authorizing appointments to the Human Relations Commission, Planning & Zoning Commission, Parks & Recreation Board, and Shade Tree Commission

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

ORDER NO. 26,767

DATE: March 16, 2021

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

THAT, the following appointments be and are hereby approved:

Board/Commission	Member	Seat	Term
Human Relations Commission	Annette Wolford Riggleman	Seat 2	4/1/21 - 4/1/24
Planning & Zoning Commission	John Jacobs	Seat 1	4/1/21 - 4/1/26
	Aaron Hendrickson	Seat 3	4/1/21 - 4/1/26
Parks & Recreation Board	Emily Hendershot	Seat 4	4/1/21 - 4/1/24
	Debra Mullen	Seat 5	4/1/21 - 4/1/24
	Jarrel Daniel	Seat 6	4/1/21 - 4/1/24
	Ruth Brantner	Seat 9	4/1/21 - 4/1/24
Shade Tree Commission	Jakki Hyatt	Seat 4	4/1/21 - 4/1/24
	Gary Mallow	Seat 5	4/1/21 - 4/1/24

Raymond M. Morriss, Mayor