



Mayor and City Council of Cumberland

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

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

AGENDA

M&CC Regular Public Meeting
57 N. Liberty Street Cumberland MD 21502

DATE: October 15, 2024

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Proclamations

1. Proclaiming October 21-25, 2024 to be Economic Development Week
2. Proclaiming October 2024 to be Domestic Violence Awareness Month in the City of Cumberland

Director's Reports

(A) Administrative Services

1. Administrative Services Monthly Report for September 2024

(B) Public Works

1. Maintenance Division Monthly Report for September 2024

(C) Fire

1. Fire Department Monthly Report for August 2024
2. Fire Department Monthly Report for September 2024

(D) Utilities - Flood, Water, Sewer

1. Utilities Division Water Monthly Report for September 2024

Approval of Minutes

1. Approving the Closed Session and Open Work Session minutes for October 1, 2024 and Open Work Session Minutes for October 8, 2024

Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

Unfinished Business

(A) Ordinances

1. Ordinance 3995 (*2nd and 3rd readings*) - authorizing the transfer of 336 Baltimore Avenue, 340 Baltimore Avenue, 342 Baltimore Avenue and 447-449 Waverly Terrace to TAC Investments LLC for the purchase price of \$400

New Business

(A) Ordinances

1. Ordinance 3996 (*1st reading*) - authorizing the execution of 1) a contract for exchange of real estate for the exchange of real property owned by the Mayor and City Council at 308 Cumberland Street for the real property owned by William Friend at 417 Central Avenue and 2) the deed for the purpose of conveying the property located at 308 Cumberland Street to William Friend and 3) such supplemental documents as may be required to effect the transaction

(B) Orders (Consent Agenda)

1. Order 27,581 - authorizing the sole source purchase of new turn out gear for nine (9) new hires from Fire Chasers Fire Equipment at a total cost not to exceed \$31,635
2. Order 27,582 - approving a \$10,000 Micro-Revolving loan for Arcadian Journeys, LLC for working capital associated with the purchase and renovation of 47 Baltimore Street for the term of a 60- month amortization period, 3% interest, first payment due January 2025, and no interest charged until January 1, 2025
3. Order 27,583 - authorizing the acceptance of the proposal from Percy Public Affairs, LLC to provide lobbying and government relations services in the amount not to exceed \$45,000 for the term November 1, 2024 through November 1, 2025
4. Order 27,584 - authorizing the Mayor to sign an Amended and Restated Tolling Agreement with CSX Transportation, Inc.
5. Order 27,585 - authorizing the execution of Change Order No. 1 with Marshall Ruby & Sons for additional work performed during the WRF Scum Pan Fiberglass Replacement project to remove, fabricate and reinstall the new SS mounts for the clarifier in an increased amount of \$3,870 bringing the total contract price not to exceed \$40,423
6. Order 27,586 - approving the sole source purchase from Sydnor Hydro for the purchase of one new Suction Base Elbow for the raw sewage pump at the Water Reclamation Facility in the not to exceed amount of \$29,500
7. Order 27,587 - accepting the proposal from responsive bidder Metro Recreation, Inc. for the 2024 Constitution Park Playground Equipment Replacement (City Project 2024-19-RECR) in the amount not to exceed \$180,000.00, and rejecting all other proposals received for this project

- [8.](#) Order 27,588 - authorizing the execution of Change Order No. 5 with Triton Construction for additional work not specified in the original contract consisting of additional asphalt, modular suspended pavement system, additional granite for the Liberty St. Parklet Water Feature, the Mechanic Street 18" Waterline Tie-In and signs, for the Baltimore Street Access Project (City Project 12-16-M) in the amount of \$267,995.78, bringing the new contract value to \$15,188,116.52
- [9.](#) Order 27,589 - approving the sole source proposal from Woodvalley Strategies to perform the ten year update of the City's Comprehensive Plan, as required by law, in the amount not to exceed \$40,000
- [10.](#) Order 27,590 - authorizing a contribution to the Cumberland Economic Development Corporation (CEDC) in the amount not to exceed \$30,000 for consideration in the Settlement Agreement and Mutual Release between the CEDC and Al Lateef Properties

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Administrative Services Monthly Report for September 2024

Administrative Services Monthly Report for September, 2024

2024

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Dear Mayor and City Council Members:

The following report is submitted by the Department of Administrative Services for the month of September, 2024.

Information Technology Department

September 2024

Johnna Byers, Director

Statistics

298 new help desk requests
236 help desk requests resolved

Activities

Major department initiatives in the past month include:

- ◎ Continue Active Directory migration project
- ◎ Deal with side effects of said migration project
- Assist with police mobile data terminal issues
- Assist with Time and Attendance HR Project

Parks and Recreation

September 2024

Ryan Mackey, Director

Pavilion Reservations and usage for the month of September: 17 reservations utilized pavilions.

Sunday in the Park Concert series: The Potomac Concert Band performed in the last concert of the season on Sunday September 1.

Baseball/ Softball League

Fall Softball League Cumberland Girls League – Cavanaugh Field

Fall Baseball League Dapper Dan – Long Field and Al Abrams

Soccer/Football League play and practices for September:

The City of Cumberland provides fields for the following leagues:

JCP Soccer League

Cumberland Renegades Pee Wee Football

Adult flag football league

Constitution Park Pool

The pools last day was Labor day, the 2nd.

End of season wrap up working to close seasonal programs and facilities.

Pool end of Season Data recorded. State Summer Day Camp Annual Report completed and submitted. Summer Feeding and Lunch program State Sponsor Review completed.

Meetings attended:

Recreation Advisory Board Meeting – September 9

RFP for New playground equipment sent out - Sept 22

Upcoming:

RFP for Poured in place surfacing at the Gene Mason Sports Complex

P&R Board Meeting – Oct 7

Community Development Report

September 2024

Kevin Thacker, Code Compliance Manager

Noted Activity:

- Building permit issued for:
 - Chessie FCU - new construction of 12401 Messick RD branch at \$1,550,000.00 valuation.

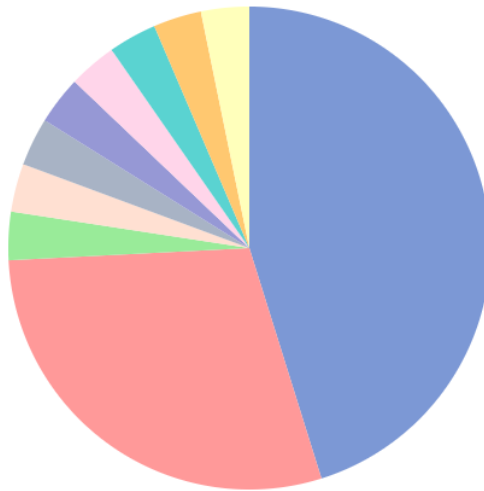
Code Enforcement Activity:

53 new cases received – 24 of those are still open

29 violations were found

29 cases have been resolved

Open Date From: 09/01/2024
Open Date To: 09/30/2024



Violations by Violation Type			
	Dwellings, yards and lots to be kept clean	14	45.2%
	Cutting of weeds	9	29.0%
	Dog or cat owners to remove feces	1	3.2%
	Duties of owner and operator	1	3.2%
	(10) Truck and vehicle parking requirements	1	3.2%
	Cleanliness of premises	1	3.2%
	Keeping of livestock prohibited; exceptions	1	3.2%
	Municipal Infraction; penalty; removal of	1	3.2%

Permits/Reviews & Rental Licenses:

47 Total Permits/Reviews were issued

44 Rental Inspections were completed

Building

Residential.....5

Commercial.....4

Miscellaneous

Residential.....8

Commercial.....0

Occupancy

Residential 0

Commercial 5

Signage

Residential 0

Commercial 1

Electrical

Residential.....3

Commercial.....3

Plumbing

Residential.....1

Commercial.....2

Utility

Residential 0

Commercial 0

Demolition

Residential 1

Commercial 0

Public ROW

Total6

Rental Licenses

Residential.....58

Rental Inspections

Passed 40

Failed 4

Plans, Reviews, Amendments and Appeals	Certificates of Appropriateness
(ZA, RPR, SPR, ZMA, ZTA, SRA)	Issued 8
SPR Issued0	Request for Change/Amendment
	Issued 0

Revenue from 'Issued' Permits/Reviews:

Building Permits.....	\$9,921.68
Miscellaneous Permits.....	120.00
Occupancy Permits	150.00
Sign Permits	20.00
Utility Permits	0.00
Plan reviews, Amendments & appeals	0.00
Zoning Classification Détermination (info request)	0.00
Municipal Infractions (citations).....	0.00
Certificates of appropriateness	240.00
Rental Licenses (new & renewals	2800.00
Paid Rental Inspection Requests.....	0.00
TOTAL	\$13,257.68

Demolition Bonds Collected.....\$0.00

Community Development Programs

September 2024

Lee Borrer, Senior Community Development Specialist

Regular CDBG: Prior year projects are underway and wrapping up. Staff is developing the 2023 Consolidated Annual Performance Evaluation Report (CAPER) which is a comprehensive CDBG report on the expenditures under the program and progress at meeting goals/objectives with the annual plan.

Community Development Block Grant (CDBG) Monthly Activity	September 2024 Report	Original Budget	Lifetime Funds Exp	Remaining Balance
AYEPS Youth Center Facil Rehab	2020	\$4,753.75	\$4,364.49	\$389.26
2020 Grant Totals		\$4,753.75	\$4,364.49	\$389.26
(May 2 amend) YMCA Trans Shelter 3 fl floor	2021	\$56,642.48	\$53,491.00	\$3,151.48
2021 Grant Totals		\$56,642.48	\$53,491.00	\$3,151.48
Balt Street Redesign	2022	\$188,384.50	\$188,384.50	\$0.00
AYEP Youth Center Rehab	2022	\$10,000.00	\$9,337.93	\$662.07
Gilchrist Security for Transi Housing	2022	\$30,820.00	\$30,708.00	\$112.00
2022 Grant Totals	2022	\$229,204.50	\$228,430.43	\$774.07
AYEPS Youth Center Facil Rehab	2023	\$20,000.00	\$19,875.00	\$125.00
Admin	2023	\$117,000.00	\$77,111.11	\$39,888.89
Ind Cost	2023	\$12,000.00	\$5,671.00	\$6,329.00
FH	2023	\$11,000.00	\$7,488.60	\$3,511.40
YMCA Gil Trans Shelter Ext Elect/Safe/Cam	2023	\$124,935.00	\$5,500.00	\$119,435.00
FAI ALU Roof	2023	\$18,026.00	\$0.00	\$18,026.00
FAI Water Tank Imps	2023	\$60,000.00	\$0.00	\$60,000.00
FAI Gen Installation LEC	2023	\$18,000.00	\$0.00	\$18,000.00
Assoc Char Short Term	2023	\$11,435.00	\$5,642.00	\$5,793.00
Constitution Park Trails	2023	\$303,000.00	\$123,934.74	\$179,065.26
2023 Grant Totals		\$695,396.00		\$450,173.55
			Total All Yrs	\$454,488.36
August 2024 CDBG Report	9/11/24			

CDBG-CV: The trails project funds were expended and AYEPS has a plan in place to expend the remainder of funds to finish up some of the 3rd floor with a kitchen. The Constitution Park Playground is out to bid.

CARES ACT CDBG Monthly Report	Amount Funded	Expended	Funds Remain
CV3 AYEP Youth Center Rehabilitation	\$190,050.73	\$184,709.23	\$5,341.50
CV Constitution Park Improvements/Trails	\$14,153.74	\$14,153.74	\$0.00
CV Constitution Park Improvements/Playground	\$63,300.40	\$0.00	\$63,300.40
TOTAL CDBG CV BALANCE			\$68,641.90
B20MW24001 Award (1st rd)	\$476,251.00		
B20MW24001 Award (3rd rd)	\$119,910.00		

Post August 2024 CDBG draw

Updated 10/1/2024

\$596,161.00

% Balance 11.51%

updated Post August 2024 CDBG draw

88.5% expended

Historic Planning/Preservation

September 2024

Ruth Davis-Rogers, Historic Planner/Preservation Coordinator

In addition to serving the public and answering daily questions and inquires I did the following:

Historic Preservation Commission Meeting (HPC)

- Supported Sept. HPC Meeting scheduled for Sept. 18th, 2024.
- Reviewed and administered Certificate of Appropriateness permits/administrative approval.
- Consulted with building owners on projects requiring COA permits.

Meetings & Events

Attended

- Various city and dept. staff meetings
- DDC Monthly Meeting
- Attainable Housing Mtg.
- Gave presentation to WVU Landscape Architecture students
- Merje Design (Cumberland Wayfinding Plan) on site visit.
- Served on Public Art Review Panel
- Winterfest Meeting
- Heritage Days (represented City).
- Columbia University Urban Design Program (virtually)
- Met virtually with WVU Landscape Design Program
- Choose Cumberland Relocation Package Meeting
- Cumberland Arts Commission Meeting (served as staff)

Grants, Tax Credits and Section 106 reviews

Administered/managed funding/grants for:

- Cumberland Wayfinding Plan
- Roof Replacement Program
- Choose Cumberland Relocation Package
- Mid-town Façade Grant
- Conducted Section 106 Reviews (as needed) for various projects.
- Answered questions (as needed) regarding tax incentives from both current and potential building owners.

Human Resources

September 2024

April Howser, HR Officer/Justin Lam, HR Associate

- New Time & Attendance System Implementation
 - * Helped answer questions and fix minor issues with new system
 - * Ran payroll export tests with new system mirroring existing system
 - * Audited position codes to remove error codes from payroll exports
 - * Conducted training sessions for T&A for both Finance & Engineering Departments
 - * Reconfigured and updated workflow approval for multiple departments
- Employee Benefit Investigations
- Internal Employee Investigations
- Conducted Employment Interviews
- Administered FMLA Program for City
- Administered Workers Comp Program for City
- Employee Milestone Awards
- Employee Retirements
- Administered City's Drug testing
- Bi-Weekly Payroll
- YMCA Enrollments
- Employee Inquiries & Updates
- Posted and Administered Job Postings on Indeed & City's Website
- Employee Disciplinary Meetings
- Longevity Pay Reports
- Completed Workers Comp Audit for Insurance Provider
- New Hire Interviews
- Continued support of new prescription drug carrier – answered and relayed questions between employees & Liviniti
- Administered 2 Police testing sessions – September 3 rd & September 30 th
- Gathered information and documents related to employment issues and uploaded documents to proper authorities
- FAMLI Training
- Insurance Invoicing

	30-Sep
Open positions	4
New Hires	3
Retirements	2
Resignations	2
Terminations	0
FMLA	1
Workers Comp	2
Elected Officials	5
FT Employees	246
PT Employees	18
Contractual Employees	5

Comptroller's Office
Financial Activity Report
September 2024
Mark Gandolfi, City Comptroller

Cash Flow:

Attached for your review is a Cash Flow Summary for the month of September 2024.

On September 1, 2024, the City had a cash balance of \$11.1 million (\$10.5 million invested in a value money market program and \$0.6 million participating in a sweep program at First United Bank). Receipts exceeded disbursements by \$1.4 million resulting in a cash balance of \$12.5 million at September 30, 2024 (\$9.6 million invested in a value money market program and \$2.9 million participating in a sweep program at First United Bank).

As of September 30th, the significant tax receivable balances are reflected in the table below.

Taxes receivable (General Fund)						\$ 5,063,853
	Beg Balance	New Billings	Adjustments/ Abatements	Collections	Bad Debt	Ending Balance
FY 2025	\$ 7,931,828	\$ 16,909	\$ (4,361)	4,111,524	\$ -	\$ 3,832,852
FY 2024	825,012	-	-	-	-	761,151
FY 2023	318,762	-	-	21,164	-	297,598
FY 2022	36,614	-	-	332	-	36,282
FY 2021	32,922	-	-	-	-	32,922
FY 2020	43,384	-	-	-	-	43,384
FY 2019	11,159	-	-	-	-	11,159
FY 2018	11,226	-	-	-	-	11,226
FY 2017	9,053	-	-	-	-	9,053
FY 2016	8,122	-	-	-	-	8,122
FY 2015	6,815	-	-	-	-	6,815
FY 2014	4,880	-	-	-	-	4,880
FY 2013	2,080	-	-	-	-	2,080
Prior FY's	6,328	-	-	-	-	6,328
	<u>\$ 9,248,186</u>	<u>\$ 16,909</u>	<u>\$ (4,361)</u>	<u>\$ 4,133,020</u>	<u>\$ -</u>	<u>\$ 5,063,853</u>

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

Real property (non-owner occupied)	\$2,067,804
Personal Property	211,302
Real Property (semiannual payments)	1,553,746
Real Property (Half Year)	0
	<u>\$3,832,852</u>

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

**Cash and Investment Summary
September 30, 2024**

	Cash	Investments
Beginning Balance	\$ 11,090,505	\$ 22,829,971
Add:		
Cash Receipts	8,663,114	98,024
Investment Transfer	-	-
Less:		
Disbursements	7,288,051	-
Investment Transfer	-	-
Ending Balance	\$ 12,465,568	\$ 22,927,995
Restricted	\$ 6,692,407	\$ 14

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

Restricted Cash					
	9/1/2024	Increase	Utilization	9/30/2024	
Police Seizures	\$ 79,958	\$ 18	\$ -	\$ 79,976	
Fire Department Donation	2,200	-	-	2,200	
Bowers Trust	59,364	253	-	59,617	
Mason Sports Complex Donation	2,080	-	-	2,080	
Infill Development Allegany County	150,000	-	-	150,000	
National Opioid Settlement	113,592	7,743	-	121,335	
ARPA	4,695,300	19,975	-	4,715,275	
Capital Projects	1,445,282	6,142	-	1,451,424	
Demolition & Fiscal Agent Bonds	110,375	125	-	110,500	
	\$ 6,658,151	\$ 34,256	\$ -	\$ 6,692,407	

Restricted Investments					
	9/1/2024	Increase	Utilization	9/30/2024	
DDC	\$ 14	\$ -	\$ -	\$ 14	
	\$ 14	\$ -	\$ -	\$ 14	

Increases to ARPA, Capital Projects, Bowers Trust and DDC are interest earnings.

Capital Projects are CSX funding for Fayette St. and Cumberland St. bridge replacements.

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

National Opioid Settlement is for opioid intervention in Cumberland.

Capital Projects and Associated Debt:

The tables below illustrate undrawn Maryland CDA bond proceeds as well as the accumulated debt and grant proceeds for the Decatur Street waterline and the Combined Sewer Overflow (CSO) projects.

Available Bond Proceeds

	9/1/2024	Increase	Utilization	9/30/2024
CDA 2021	1,937,563	-	125,357	1,812,207
CDA 2023	1,452,064	-	-	1,452,064
CDA 2024	2,511,043	-	306,215	2,204,828
	\$ 5,900,670	\$ -	\$ 431,572	\$ 5,469,098

CSO Projects

	9/1/2024	Increase	Utilization	9/30/2024
Evitts Creek Phase 3 Debt	\$ 2,297,851	\$ -	\$ -	\$ 2,297,851
Evitts Creek Phase 3 Grant	5,418,560	-	-	5,418,560
Evitts Creek Phase 4 Debt	3,550,900	-	-	3,550,900
Grit Removal and UV Disinfection	4,445,000	-	-	4,445,000
78" Pipeline Debt	19,941,232	-	-	19,941,232
78" Pipeline Grant	46,338,060	-	-	46,338,060
	\$ 81,991,603	\$ -	\$ -	\$ 81,991,603

CDA 2021 \$125K utilization includes \$22K toward City Hall elevator modernization, \$77K toward the Baltimore Street Bridge, and \$26K toward paving. CDA 2024 \$306K utilization is for paving.

Remaining CDA 2021 funds are primarily allocated to Baltimore Street redevelopment (\$1.3M), fuel pump station (\$33K), cross connections/hydrants valves (\$5K), 5-ton dump truck (\$196K), Marion Street bridge (\$100K) and Decatur Street lighting (\$140K). Remaining CDA 2023 funds consist primarily of an ambulance (\$385K), 5-ton dump truck (\$190K), water filtration building design (\$466K), cross connections (\$62K), anaerobic digester (\$75K) and WWTP roof replacements (\$61K). Remaining CDA 2024 funds are primarily allocated to paving (\$684K), sewer lining (\$360K), an ambulance (\$364K), and a water excavator truck (\$210K).

The following four projects are major upgrades to the combined sewer collection system. Evitts Creek Phase 3 is in the engineering phase with necessary funding in place. Phase 3 project cost is estimated at \$7.5 million and is funded with \$5.4 million in grants and \$2.3 million in loan with \$1.1 million being forgivable. Phase 3 is on hold pending CSX granting site access. Evitts Creek Phase 4 is in the planning phase and has most of the funding in place. Phase 4 project cost is estimated at \$4 million and is funded with \$3.6 million in loan with \$1.5 million being forgivable. A WWTP grit removal and UV disinfection project is in the planning phase with necessary funding in place. This project is projected to begin during FY26 at an estimated cost of \$4.4 million and is funded with \$4.4 million in loan with \$1.5 million being forgivable. The 78" pipeline project is pending Army Corp of Engineers approval and private property easement and is anticipated to begin construction during FY26 or FY27. The total estimated project cost is \$67 million and is substantially funded with \$46.3 million in grants and \$20.0 million in loan with \$3.0 million being forgivable.

COVID-19:

The City received \$19,595,850 from the American Rescue Plan Act (ARPA). The U.S. Treasury guidance provides greater details on the eligible uses and priority of these funds. These are:

- Support public health expenditures
- Address negative economic impacts caused by the public health emergency
- Replace lost public sector revenue
- Provide premium pay for essential workers
- Invest in water, sewer, and broadband infrastructure

As of September 30, 2024, the City utilized \$17.8 million of the \$19.6 million ARPA award and is on track to obligate all funds by December 31, 2024 and fully expend all funds by December 31, 2026. Remaining projects

include park improvements, assistance to small businesses, residential property improvements and demolition, South End and Industrial Boulevard water main replacements, 4" to 6" water line replacements and City Hall HVAC replacement.

Available Funding (*as of September 30, 2024*):

Purpose	Awarded	Allocation				
		Budgeted	Allocated Interest Earned	Utilized Interest Earned	Utilized ARPA Budget	Remaining
American Rescue Plan Act (ARPA)	\$19,595,850					
Premium Pay		\$ 833,952			\$ 833,952	\$ -
Revenue Loss		\$10,000,000			\$ 10,000,000	\$ -
Respond to the health emergency						
Community Programs						
Amphitheatre and Pavilion 1&2		\$ 174,350	\$ 1,824	\$ 1,824	\$ 174,350	\$ -
Pool Area		\$ 71,250	\$ 73,228	\$ 73,228	\$ 71,250	\$ -
Union Rescue Mission		\$ 749,000			\$ 749,000	\$ -
YMCA Bus Replacement		\$ 216,000			\$ 216,000	\$ -
Duck Pond Remediation		\$ 16,844	\$ 12,426	\$ 12,426	\$ 16,844	\$ -
City of Cumberland Park Signage		\$ -	\$ 69,676	\$ 69,676	\$ -	\$ -
Promoting the Community		\$ 32,386			\$ 32,386	\$ -
Janes Place for Abused Children		\$ 40,777			\$ 40,777	\$ -
DDC Assistance to Small Businesses		\$ 183,500			\$ 132,902	\$ 50,598
Community Development Property Improvement		\$ 264,960			\$ 210,883	\$ 54,077
Affordable Housing Assistance		\$ 390,516			\$ 247,589	\$ 142,927
Demolition Assistance		\$ 20,000			\$ 20,000	\$ -
Skate Park - Mason Rec Complex		\$ -	\$325,000	\$ 21,542	\$ -	\$ 303,458
Park General Infrastructure		\$ -	\$ 78,164	\$ -	\$ -	\$ 78,164
Constitution Park Trail		\$ -	\$ 71,836	\$ 1,425	\$ -	\$ 70,411
PPE						
General		\$ 29,269			\$ 29,269	\$ -
Facilities and Equipment		\$ 22,216			\$ 22,216	\$ -
Prisoner Processing Improvements		\$ 62,099			\$ 62,099	\$ -
HVAC Improvement at City Hall		\$ 1,415,278	\$292,024	\$ 292,024	\$ 1,744,122	\$ (328,844)
Infrastructure Investments						
South End & Industrial Blvd Water Mains		\$ 4,894,228			\$ 3,112,402	\$ 1,781,826
Replace 4" Water Lines with 6" (City-Wide)		\$ 179,224	\$ 31,244	\$ -	\$ 105,037	\$ 105,432
Total:	\$19,595,850	\$19,595,850	\$955,421	\$ 472,144	\$ 17,821,078	\$ 2,258,050

Respectfully submitted,

Jeffrey F. Silka
City Administrator

slb

File Attachments for Item:

. Maintenance Division Monthly Report for September 2024

MAINTENANCE DIVISION REPORT SEPTEMBER 2024

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

Central Services Report

**PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
SEPTEMBER 2024**

- Potholes and Citizen Reports
 - 45 Service Requests Completed
 - 25 Streets and 2 Alleys Repaired
- Street Maintenance and Utility Work
 - 8 Yards of Concrete Utilized
 - 30 Tons Hot Mix Utilized
- Paving
 - Fisher Ct
 - 430 Tons HMA
 - 2' Overlay Full length and Width
- Tree Removal and Pruning
 - 7 hazard trees were removed
 - 56 trees were trimmed
 - Tree Complaints and Tree Issues
 - Resolved and/or addressed 22 tree complaints and tree issues
 - Other Work
 - No Shade Tree Meeting
 - Worked With Paving Crew
 - Cleared Lot at park for New Park Shed
 - Chainsaw and Pesticide training Completed for New Hires
- Street Cleaning Operations
 - 36 Loads Collected
 - 22 Tons of Debris to Landfill
 - 250 Miles of Streets Swept
- Sign Work
 - 10 Traffic Control Sign Repaired / Installed
 - 5 Street Name Signs Repaired / Installed
 - 4 Handicap Signs Repaired / Replaced
 - 2 Handicap Signs Removed / Installed
- Miscellaneous
 - First Paving Job Completed on Fisher Drive with New Equipment
 - Traffic Control worked for 5 events
 - Installed FRA Require RR Crossing Pavement Markings at all City Crossings

**PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION MAINTENANCE
MONTHLY REPORT
SEPTEMBER 2024**

Constitution Park

- Mowing operations are in full swing @ Park
- All public restrooms are open for use 7 days a week
- Weekend staffing is in place to support rentals and functions
- Pad for new park building is completed and quotes are being sourced for building

Mason's Sports Complex

- Mowing operations are in full swing
- Bathrooms are open to the public 7 days a week
- All fields are being mowed weekly and game prepped 2x per week
- New water hose bibs installed at all fields

Parklets

- Mowing contractor continues operations at all outlying greenspace parklets

**FLEET MAINTENANCE
MONTHLY REPORT
SEPTEMBER 2024**

DEPARTMENT	REPAIRS
Central Services	1
Community Development	1
DDC	0
Engineering	1
Fire	17
Fleet Maintenance	6
Flood	5
MPA	0
P & R Maintenance	4
Police	32
Public Works	2
Sewer	13
Snow Removal	0
Street Maintenance	28
Water Distribution	19
WFP	3
WWTP	0
In House Fleet Maintenance Projects	4
Scheduled Preventative Maintenance	30
Field Service Calls	6
Total Fleet Maintenance Projects	172
Total Repair Orders Submitted	10
Fleet Maintenance Risk Management Claims	0

CENTRAL SERVICES MONTHLY REPORT SEPTEMBER 2024

- **City Hall:** Change the lights around City Hall from purple back to white for Allison. Clogged drain at City Hall. Working on getting it open. Camera the roof drain on the south west corner of City Hall that has been leaking in very heavy rainfall events to see if it can be lined. Install a new data cable to the 2nd floor conference room at City Hall. Cameras not working in the Tax Utilities area at City Hall. Johnna asked if we could take a look. Adjust the glass door to the IT Department, hard to open after replacing the closure. Fixing Mark's closet door in his office that won't close at City Hall. Raise the flag on the roof of City Hall for the Street Department. Replaced the exhaust fan in the basement bathroom at City Hall. Took 8 tables from the Activities Building to City Hall for the LGCA for Ashley. Changing the lights around City Hall to green for the Mayor. Remove the power and data wiring in the City Hall lobby where the ATM was that was removed this morning.
- **Municipal Service Center:** Painting the hallways in the front office section of the MSC. Getting the Fleet Maintenance garage floor ready for the safety yellow lines to be painted over the weekend. Cutting 2x2x30 in. boards for the new paver for the Street Department. Unclogged the sink in the men's bathroom on the first floor MSC. The mini split in the meter room in the Water Department was not cooling. Fixing lights in the Flood Department office area that are not working.
- **Public Safety Building:** Move some file cabinets from the police garage to the second floor Police side of PSB. Move an outlet and data jack in the 3rd floor interview room police side at PSB. RH Lapp replaced the chiller compressors. Installed a small self and moved a data jack in the 3rd floor interview room at PSB. Moving a shelving unit in the Armory in the basement of PSB for the police department. Building shelves for the police department on the second floor PSB. Fixed a few lights in the police side 1st floor and lights in the 3rd floor boiler room. Adjust the chiller cooling set point. Start taking the temporary A/C in the PSB (Police and Fire Departments) out and repairing the ceiling where they were vented.
- **Fire Stations #2:** Checked on the garage door and A/C systems.
- **Downtown Area & Mall:** Fixing a light at the parklet behind Times New for DDC. Fixed a few lights in the CCPG parking garage that were out. Setting up and taking down then setting up again the stage downtown for Friday after Five and on Washington St. tonight for Heritage Days this weekend. Turned off all the receptacles at the George Washington HQ because of the stabbing yesterday over cell phone charging. Fixing lights in CCPG that are out and coming loose from the ceiling.

- **Parks:** Moving a few file cabinets from City Hall to PSB for the police and to the park for Ryan. Checking on all the electrical equipment at the park pool to make sure it has been shut down for the season. Also put the handicap chair away and some umbrellas that were bolted to the chairs that Amy couldn't get loose. Flag lights at George Washington HQ said to not be working.
- **Traffic and Street Lights:** Reported 12 street lights for the power company to repair. Finishing up on the traffic cabinet replacement at Queen City Dr. and Harrison St. Hook up and test the vehicle detection for Harrison St. and check to make sure it is operating correctly. Getting pictures and info needed to get a quote on replacing the traffic cabinet at Mechanic and Valley St. intersection from Econolite. Checking on the traffic light at the Dingle that was in flash this morning. Traffic lights were reported in flash at Williams St. and Maryland Ave. Reset. Yellow arrow reported out at the intersection of Green St and Bridge St. Replaced burned out traffic lights on Henderson Ave and Knox St. Replaced the green arrow on Mechanic St and Henderson Ave. just above Southern States. Working on the NO TURN fiber optic signs along Henderson Ave. from Baltimore St. to Valley St. Cleaned the plexiglass face and repaired the burned out light in the signs. Replaced burned out red arrow at the train crossing Front St. and Baltimore St. Traffic light.
- **Other areas:** Started replacing the canopy over the mailboxes on Fisher Court.
- **Flood Department and Sewer:** Working on the Sewer Departments hoist on the camera van, it won't hoist. Repaired lights in the Sewer Department breakroom and garage at WWTP.
- Monthly Safety Meeting – September 17, 2024
- PM's on all the pumps and motors at PSB, City Hall and MSC

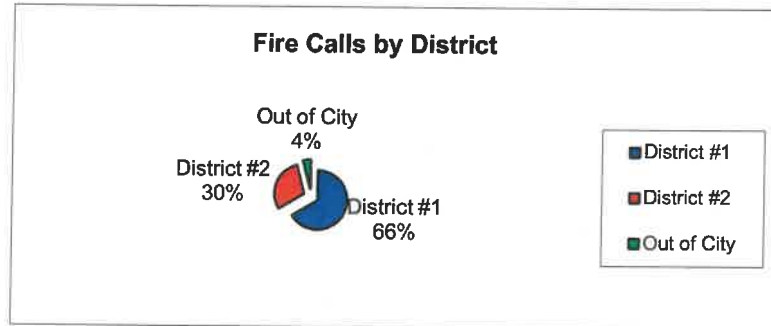
File Attachments for Item:

. Fire Department Monthly Report for August 2024

Report of the Fire Chief for the month of August 2024
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 125 Fire Alarms:

Responses by District:	
District #1	83
District #2	37
Out of City	5
	<u>125</u>



Number of Alarms:
 First Alarms Answered 125

Calls Listed Below:

Property Use:	
Public Assembly	4
Educational	0
Institutional	17
Residential	55
Stores and Offices	7
Storage	0
Manufacturing	1
Basic Industry/Utility	0
Special Properties	41
	<u>125</u>

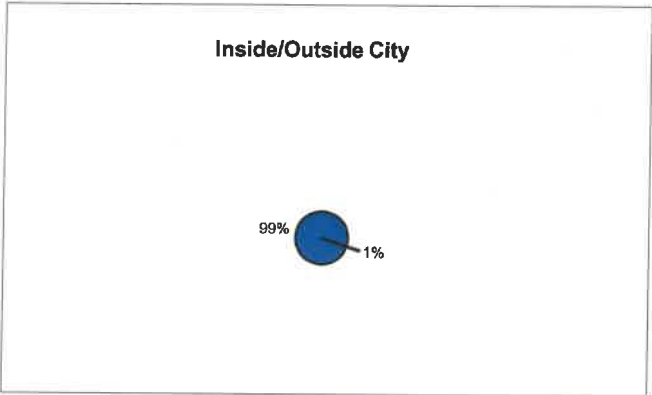
Type of Situation:

Fire or Explosion	8
Overpressure, Rupture	2
Rescue Calls	48
Hazardous Conditions	12
Service Calls	7
Severe Weather	2
Good Intent Calls	23
False Calls	23
	<u>125</u>

Total Fire Service Fees Billed by Medical Claim-Aid for the month of August 2024:	\$2,450.00
Total Fire Service Fees Billed by Medical Claim-Aid for the FY2024 to date:	\$23,130.00
Fire Service Fees Paid in August 2024:	\$2,000.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$2,500.00
All Fire Service Fees for Fire Calls Paid in FY2025:	\$2,500.00
Fire Service Fees for Inspections and Permits Billed in August	\$50.00
Fire Service Fees for Inspections and Permits Paid in August:	\$50.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$200.00

Cumberland Fire Department Responded to 526 Emergency Medical Calls:

In City Calls	522
Out of City Calls	<u>4</u>
Total	526



Total Ambulance Fees Billed by Medical Claim-Aid in August: \$209,612.00

Ambulance Fees Billed Fiscal Year to Date: \$2,110,926.00
Ambulance Fees Billed FY2025 Year to Date: \$220,555.00

Ambulance Fees Paid in August 2024: \$109,841.49
Ambulance Fees Paid for FY2025 Year to Date: \$40,073.34
Total Ambulance Fees Paid in FY2025: \$323,868.25
(Includes all ambulance fees, current and previous fiscal years paid in FY2025)

Cumberland Fire Department Responded to 3 Paramedic Assist Calls:

1 Paramedic assist calls within Allegany County
3 Paramedic assist calls outside of Allegany County
4

Ridgeley, WV VFD 3
3

Cumberland Fire Department Provided 15 Mutual Aid Calls:

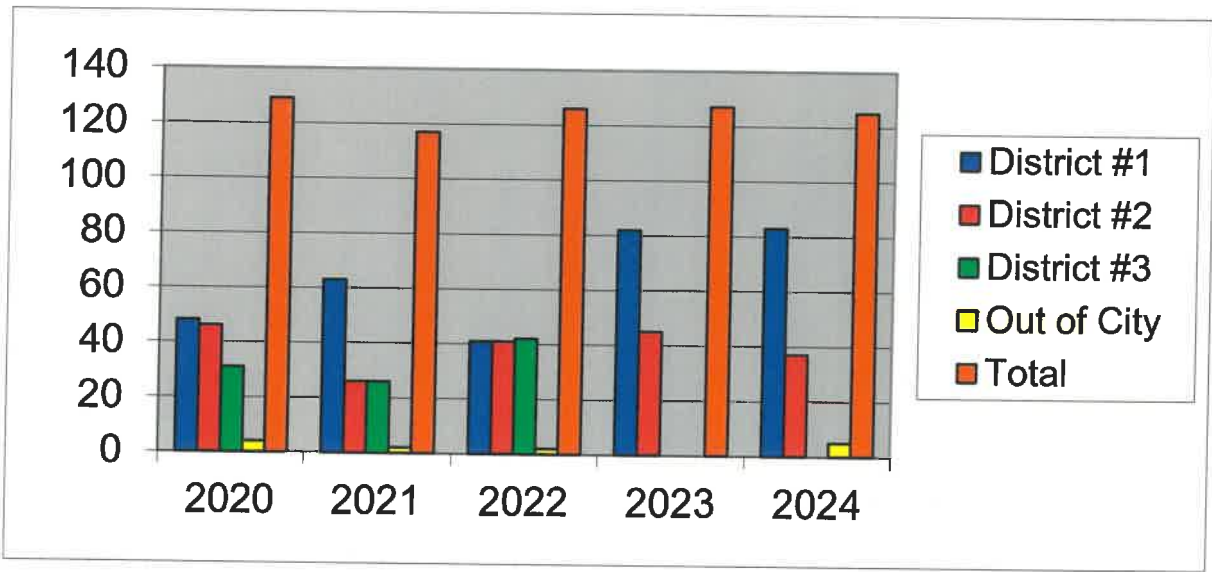
6 Mutual Aid calls within Allegany County
9 Mutual Aid calls outside of Allegany County
15

Allegany County DES 2
Bowman's Addition VFD 0
Cresaptown VFD 4
Flintstone VFD 0
6

Ridgeley, WV VFD 8
Wiley Ford, WV VFD 1
9

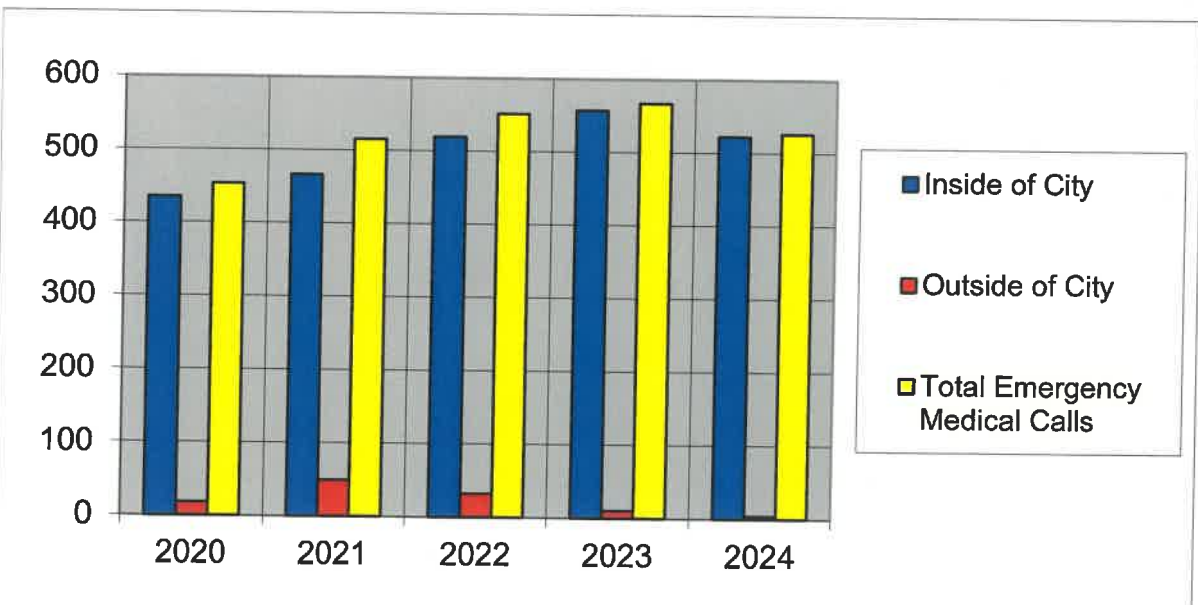
Fire Calls in the month of August for a Five-Year Period:

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
District #1	48	63	41	82	83
District #2	46	26	41	45	37
District #3	31	26	42	0	0
Out of City	<u>4</u>	<u>2</u>	<u>2</u>	<u>0</u>	<u>5</u>
Total	129	117	126	127	125



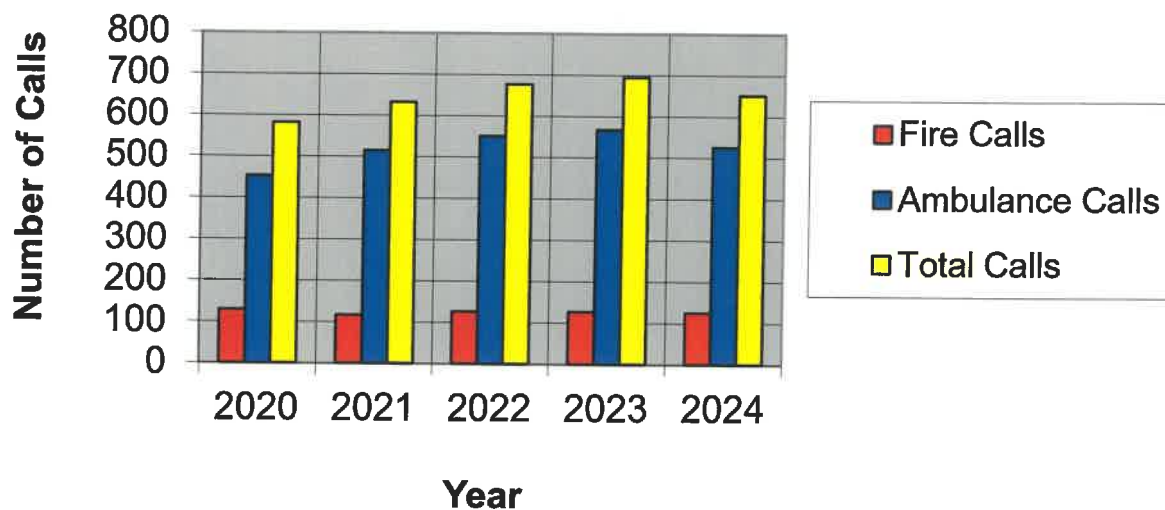
Ambulance Calls in the Month of August for a Five-Year Period

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Inside of City	435	466	519	557	522
Outside of City	<u>18</u>	<u>49</u>	<u>32</u>	<u>10</u>	<u>4</u>
Total Emergency Medical Calls	453	515	551	567	526



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

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Fire Calls	129	117	126	127	125
Ambulance Calls	<u>453</u>	<u>515</u>	<u>551</u>	<u>567</u>	<u>526</u>
Total Calls	582	632	677	694	651



Training

Training Man Hours: 391.5 Hours

School Emergencies
 New Cot Training
 Hose Stretch & Quick Dress
 Alternative Fuel Vehicles
 Rope Training
 Stryker Powered Stair Chair Training
 Hydrant Training
 Vortex Training
 SCBA 30 Second Drills
 Vehicle Maintenance
 Gear Dress Drills
 Stair Chair Operations
 New Stryker Equipment Familiarization
 Ropes and Knots
 Grow West Familiarization
 CERT
 Paramedic- hybrid
 Paramedic Clinicals

Fire Prevention Bureau

Ancillary Duties 81
 Complaints Received 3
 Conferences Held 8

Correspondence	120
Inspections Performed	5
Investigations Conducted	0
Plan Reviews	5
Public Education	5
Burning Permits Issued	5

Personnel

Scott Matthews was hired as a Probationary Firefighter/EMT effective August 20, 2024
Christopher Shue was hired as a Probationary Firefighter/EMT effective August 22, 2024

Statistic Compiled by Brandi Snyder, Fire Administrative Associate

File Attachments for Item:

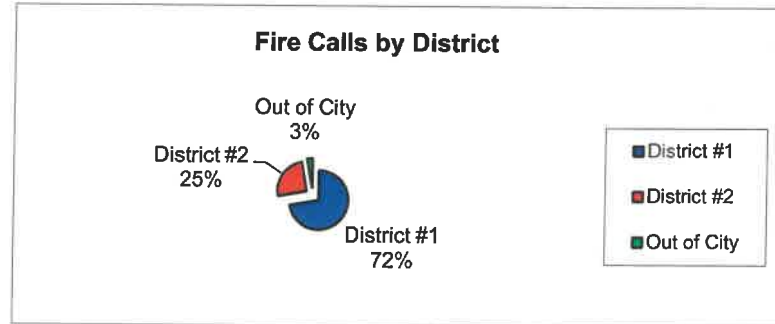
. Fire Department Monthly Report for September 2024

Report of the Fire Chief for the month of September 2024
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 101 Fire Alarms in September 2024

Responses by District:

District #1	73
District #2	25
Out of City	3
	<u>101</u>



Number of Alarms:

First Alarms Answered 101

Calls Listed Below:

Property Use:	
Public Assembly	4
Educational	2
Institutional	3
Residential	53
Stores and Offices	4
Storage	1
Manufacturing	1
Basic Industry/Utility	0
Special Properties	33
	<u>101</u>

Type of Situation:

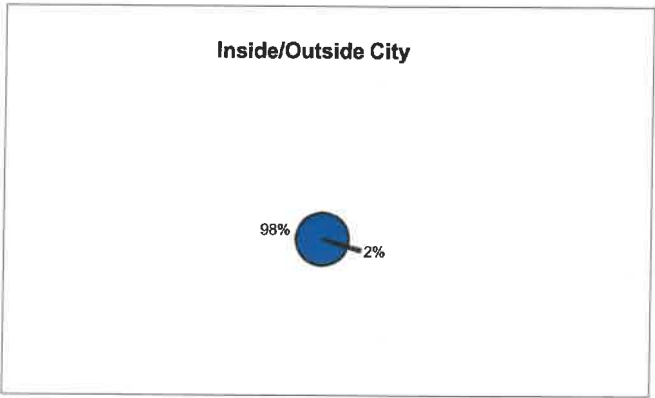
Fire or Explosion	5
Overpressure, Rupture	2
Rescue Calls	55
Hazardous Conditions	5
Service Calls	5
Severe Weather	0
Good Intent Calls	12
False Calls	17
	<u>101</u>

Total Fire Service Fees Billed By Medical Claim-Aid for the month of September 2024:	\$2,470.00
Fire Service Fess Paid in September 2024:	\$2,500.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$5,000.00
All Fire Service Fees for Fire Calls Paid in FY2025:	\$5,000.00

Fire Service Fees for Inspections and Permits Billed in September:	\$100.00
Fire Service Fees for Inspections and Permits Paid in September:	\$50.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$250.00

Cumberland Fire Department Responded to 478 Emergency Medical Calls:

In City Calls	469
Out of City Calls	<u>9</u>
Total	478



Total Ambulance Fees Billed by Medical Claim Aid in September:	\$186,318.79
Abulance Fees Billed in FY2024:	\$2,110,926.67
Ambulance Fees Billed FY2025 to Date:	\$407,288.50

Abulance Fees Paid	
Ambulance Fees Paid in September 2024:	\$111,876.27
FY25 Ambulance Fee Paid Year to Date:	\$132,631.21
Total Ambulance Fees Paid in FY25:	\$323,868.25
(Includes all ambulance fees, current and present fiscal years, paid in FY25)	

Cumberland Fire Department Responded to 3 Paramedic Assist Calls:

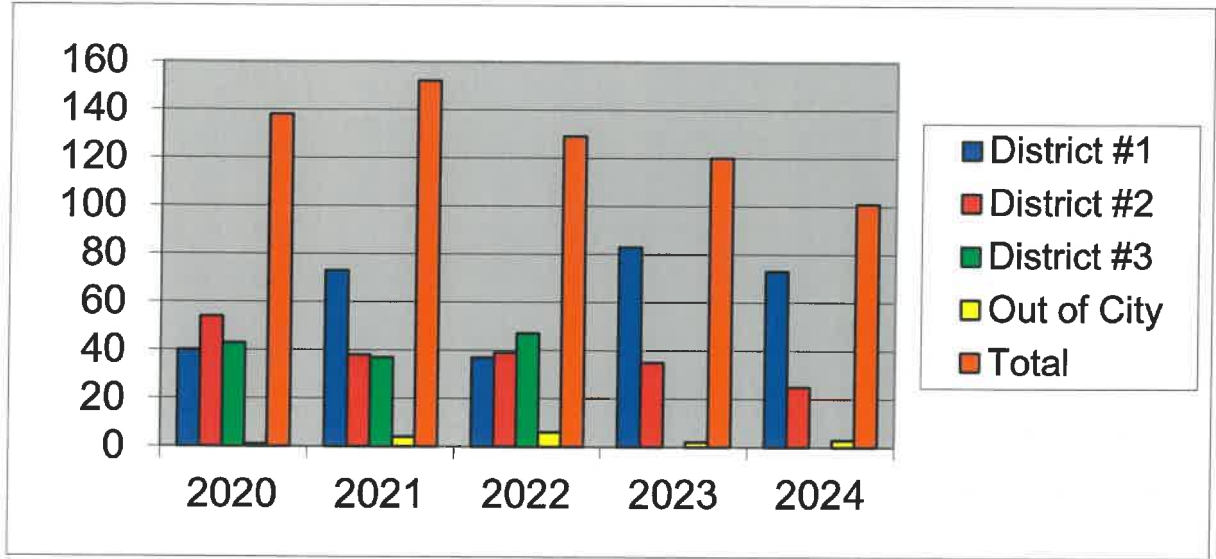
1 Paramedic assist calls within Allegany County	
<u>2 Paramedic assist calls outside of Allegany County</u>	
3	
Ridgeley, WV VFD	<u>2</u>
	2

Cumberland Fire Department Provided 9 Mutual Aid Calls:

6 Mutual Aid calls within Allegany County	
<u>3 Mutual Aid calls outside of Allegany County</u>	
9	
Allegany County DES	1
Bowman's Addition VFD	0
Cresaptown VFD	2
Flintstone VFD	<u>3</u>
	6
Ridgeley, WV VFD	2
Wiley Ford, WV VFD	<u>1</u>
	3

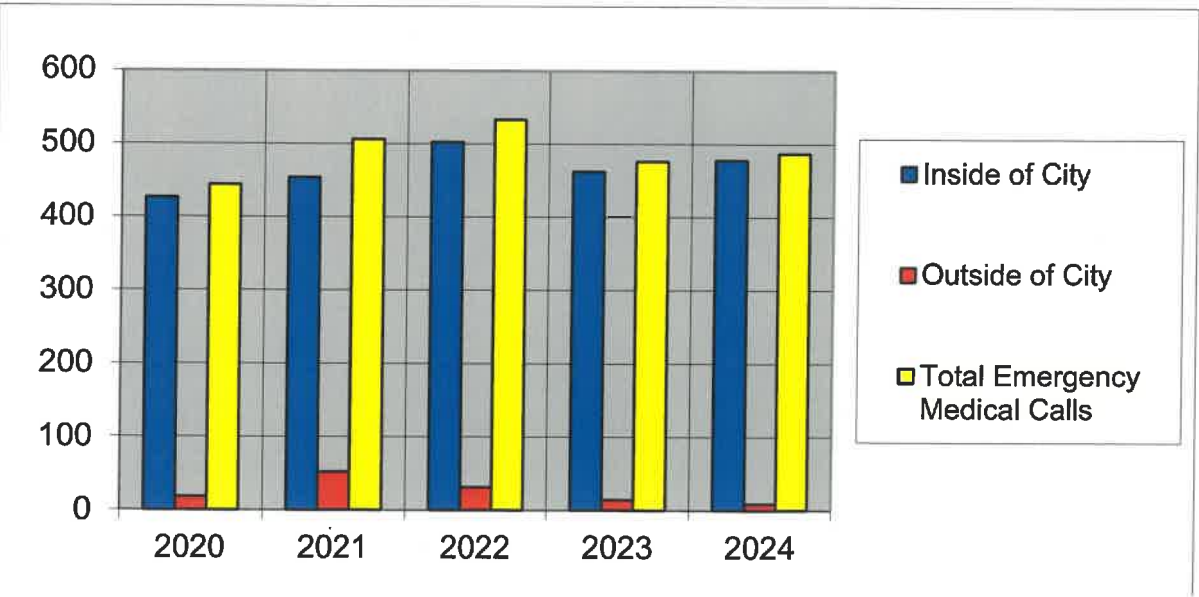
Fire call in the month of September for a 5 year period:

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
District #1	40	73	37	83	73
District #2	54	38	39	35	25
District #3	43	37	47	0	0
Out of City	<u>1</u>	<u>4</u>	<u>6</u>	<u>2</u>	<u>3</u>
Total	138	152	129	120	101



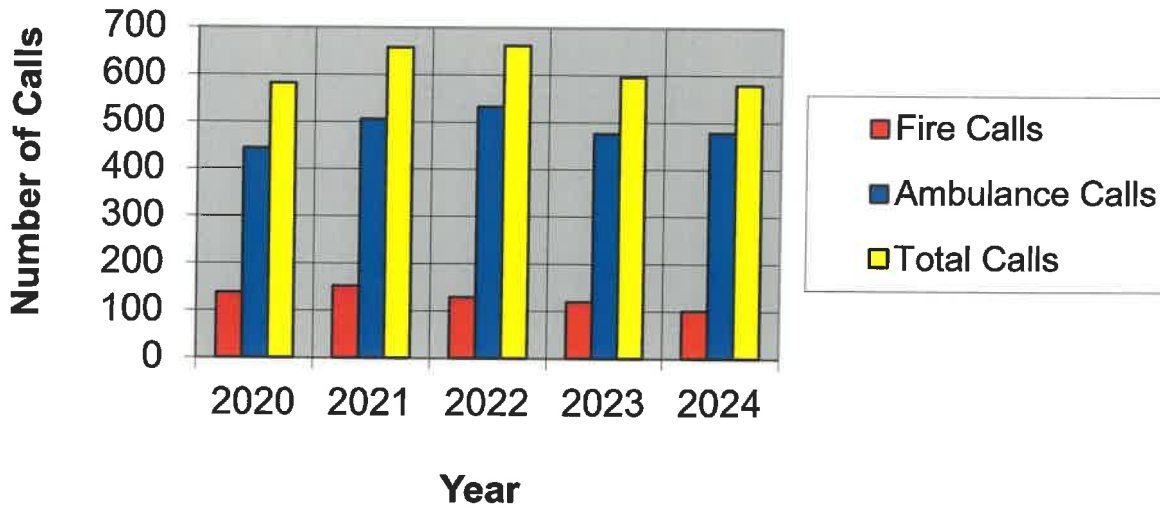
Ambulance call in the mont of September for a 5 year period:

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Inside of City	426	454	502	462	478
Outside of City	<u>18</u>	<u>52</u>	<u>31</u>	<u>14</u>	<u>9</u>
Total Emergency Medical Calls	444	506	533	476	487



Fire and Abmulance calls in the month of September for a 5 year period:

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Fire Calls	138	152	129	120	101
Ambulance Calls	<u>444</u>	<u>506</u>	<u>533</u>	<u>476</u>	<u>478</u>
Total Calls	582	658	662	596	579



Training

Training Man Hours:	908 hours
Fuel Island Traing	
Ladders/Weekly SCBA/30 Second Drills	
Weekly Equipment Maintenance	
30 Second Drills	
Ladders	
Fire Academy	
Paramedic Refresher	
MSP- Hoist Training	
Paramedic Class	

Fire Prevention Bureau

Ancillary Duties	66
Complaints Received	1
Conferences Held	8
Correspondence	107
Inspections Performed	5
Investigations Conducted	2
Plan Reviews	4
Public Education	2
Burning Permits Issued	11

Personnel

Brandi L. Snyder was hired as Fire Administrative Associate on Sept. 16, 2024.

Statistic Compiled by Brandi Snyder, Fire Administrative Associate

File Attachments for Item:

. Utilities Division Water Monthly Report for September 2024

Utilities Division Activity Report for September 24 WATER					
REQUEST	W/E 9/6/24	W/E 9/13/24	W/E 9/20/24	W/E 9/27/24	MONTHLY TOTALS
Service Technicians					
NON READS	18	37	30	59	144
FINAL READS & DEMOS	1	1			2
LEAK INVESTIGATIONS/turn off-on	9	2	3	5	19
METER/STOP INVESTIGATIONS	16	31	19	19	85
REPAIR WIRING/GET READING					0
ORANGE TAG FOR REPAIRS			7	1	8
RECONNECTS/TURN ONS	39	34	50	31	154
NONPMT/BAD CK/AGREEMENT SHUT OFFS	32	37	49	23	141
SUSPENDED ACCTS - RECHECKS		2			2
REPLACE/REPAIR METER/LID/VALVE			1		1
INSTALL COUPLERS/PLUGS/LOCKS			3		3
NEW METER - Residential	5	12	2	4	23
METER FIELD TESTS - Residential					0
METER TESTS - Industrial					0
NEW METER - Industrial	2			1	3
HYDRANTS FLUSHED					0
PRESSURE CHECK/NO WATER/DIRTY WATER					0
MOVE METERS OUTSIDE	2	3	2	1	8
SP Change Outs/Repairs/Reactivates/Move	8	11	5	1	25
FREEZE UPS-LEAKS/METERS & LINES					0
CCP - BACKFLOW/RETRO	2	3	2	1	8
HYDRANT/IRRIGATION METER					0
LEAD INVENTORY INSPECTIONS		144			144
Total					770
Pipe Technicians					
LINE LOCATOR	70	86	122	84	362
TAPS SERVICED	5	9	4	2	20
LEAKS REPAIRED		3		1	4
FAYETTE @ ALLEGANY - REPLACED HYD	3				3
WILLIAMS @ BAKER - SAW CUT FOR NEW HYD	2				2
WILLIAMS @ BAKER - REPLACED HYD	3				3
EA HIT SERVICE - INSTALLED SETTER	3				3
GLEASON - TOPSOILED/SEEDED/STRAWED	4				4
FLUSHED HYDRANTS ON NEW 12"	4				4
TROST @ PIEDMONT - REPAIRED HYD	4				4
VAC training		4			4
LOCATE BXS/CLEAN OUTS/CAROLINE&BOYD		4			4
THOMPSON - HYD RIZER		3			3
VALVE SHUT DOWN - HUMBIRD @ ELLA		3			3
TURINED IN NEW VALVES - BOWEN ST			2		2
SHUT OFF OLD MAIN - BOWEN ST			2		2
REPAIRED HYD - CTR ST (DOLLYS SUBS)			4		4
TOPSOIL/SEED/STRAW-MICHIGAN/THOMPSON			4		4
BALLFIELD - WATER LINE/YARD HYDRANTS			4		4
INSTALLED WATER LINE/OFFUTT BALLFIELDS			4		4
1604 FORD AVE - REDO SOS BOX/BENT			2		2
GEORGE ST - MADE TAP/INSTALLED HYD			4		4
2 GRANDVIEW - BACKFILLED/SET LID & BOX			3		3
LEAK INVEST - GREENE/FOUND LEAK ON 2"			3		3
KING @ VA - CUT OFF 2" MAIN STOPS				2	2
SAW CUT FOR NEW SERVICE - MILLMAN				4	4
INSTALLED 1.5" SERVICE LINE/MILLMAN				7	7
YARD HYDRANT/WATER LINE @ BALLFIELD				4	4
LIBERTY ST - INSTALLED NEW 8" VALVE				7	7
RT 220 PRISON - INSTALLED 6" METER				2	2
					0
					0
					0
					0
					0

[illegible]

File Attachments for Item:

1. Approving the Closed Session and Open Work Session minutes for October 1, 2024 and Open Work Session Minutes for October 8, 2024

Mayor and City Council of Cumberland

Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, October 1, 2024; 4:45 p.m.

On October 1, 2024, the Mayor and City Council met in closed session at 4:45 p.m. in the 2nd Floor Conference Room in City Hall to legal advice regarding the Memorial Hospital Settlement Agreement. Authority to close the session is provided by Section 3-305(b)(7) of the General Provisions Article of the Annotated Code of Maryland.

MOTION: Motion to enter into Closed Session was made by Council Member Marchini 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, Jimmy Furstenberg, and Laurie Marchini

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk; City Solicitor, Michael Cohen (by phone)



Mayor and City Council of Cumberland

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

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

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, October 1, 2024; 5:15 pm

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

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Robert Smith, City Engineer; Shannon Adams, Fire Chief; Chief Ternent

Media: Teresa McMinn, Cumberland Times-News, Kathy Cornwell and Hannah Fout, WCBC

I. DISCUSSION ABOUT THE EVALUATION PROCESS FOR THE CHOOSE CUMBERLAND RELOCATION PROGRAM

Mr. Silka addressed the Mayor and City Council in regards to forming a committee and would like two members of the Council to participant. The candidates for evaluation would be narrowed down to the top 20, reviewed and then the top 10 chosen. The preferred goal for this to be completed would be before the holidays. Councilpersons Cioni and Marchini indicated they would like to represent Council on the committee.

II. CONTINUED DISCUSSION ABOUT THE CITY'S MISSION STATEMENT

Due to time this was tabled for the next meeting.

III. REVIEW OF THE PUBLIC MEETING AGENDA OF OCTOBER 1, 2024

The Councilmembers discussed the Ordinance banning food at the Riverside Parklet and Mayor Morriss mentioned receiving several emails from concerned residents as well as those opposed. The Ordinance would be enforced by issuing a citation of \$25 to the person or Organization that is handing out food or beverages as well as those consuming. In the event the defendant is not able to pay the fine, they would have to pursue the fine in court and a judge would determine the consequence. The issue surrounding the Ordinance is not directed to homelessness but instead maintaining the area and preserving the history of the George Washington headquarters to continue attracting tourism and revenue for the City. The issue of homelessness was acknowledged and it is not the intention of the City for anyone to go hungry, but instead prefer the groups feeding people would do it in an area that is not a historic landmark for our City.

- IV. Mr. Silka updated the Mayor and City Council that Ordinance #3993 would need a motion to amend for the 2nd & 3rd readings due to verbiage and also clarified Order #8 explaining that is a special taxing district exemption.

V. MAYOR AND CITY COUNCIL UPDATES

- Councilman Fraizer spoke of the Community Café ribbon cutting ceremony on Sunday October 6, 2024 at 1:30 P.M.
- Will Ferrell traveled through Cumberland while filming a Netflix movie and local Ty Johnson, running back for the Buffalo Bills gave some recognition recently to Cumberland.
- Work still continues on Baltimore Street and the Streetscape, a great deal of appreciation belongs to Triton for their efforts, Carl Belt for their work on the Baltimore Street Bridge, Bobby Smith and Matt Miller for assisting with all of the details and of course all of the businesses who stayed open during this project.
- Saturday November 16, 2024 will be the community event and is coming together with music to help showcase the new Downtown project, volunteers are still needed if anyone is able to offer a few hours of their time. Also, a raffle will be available for the first people to drive on the street.
- We had the honor of receiving a visit from Governor Wes Moore and Congressman David Trone. The Governor provided positive feedback on the Baltimore Street project and how much he enjoyed Western Maryland. Melinda Kelleher provided great review of all of the businesses that have opened during the project. During his visit he also attended a meeting with the Canal Place board for an update on the Riverpark. It was

mentioned that David Trone has done a lot for the City during his three terms in office including the \$4.8 million dollars for the Fayette Street Bridge. We sincerely appreciate their service to our community.

- The City participated in a successful Dragonboat race hosted by the YMCA.
- Quarterly townhall meeting for the Baltimore Street project was held last Thursday (September 26, 2024)
- Habitat for Humanity community store, 28 Lane Avenue in LaVale will be opening on October 3, 2024. The public Arts Presentation at the Masonic Arts Temple is October 3, 2024 6:00-8:30 P.M. Verizon will have a ribbon cutting ceremony on October 4, 2024 at 10:00 A.M.
- Candidate Hogan and Parrott will also be in Allegany County on October 11, 2024
- October 12, 2024 will be Rock the Block

VI. ADJOURNMENT

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

Allison K. Layton_____

City Clerk

Minutes approved on_____



Mayor and City Council of Cumberland

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

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

Mayor and City Council of Cumberland

WORK SESSION

19 Frederick Street
Cumberland, MD 21502

Tuesday, October 8, 2024; 1:00 pm

PRESENT: Council Members: Richard Cioni, Eugene Frazier, Laurie Marchini.

ALSO PRESENT: Allison Layton, City Clerk; Michael Cohen, City Solicitor; Aaron Peteranecz and Shelley McIntire with Clock Tower Ventures

I. TOUR OF THE CONSTRUCTION PROJECT AT 19 FREDERICK STREET

Mr. Peteranecz provided attendees with printed site plans for each level of the building and began the tour on the bottom level. The area on the lower level at the back of the building will contain two long term apartments with a separate entrance. Next to that on the lower level will be an office space with its own designated entrance. The space on the ground level in the back will contain parking spaces for the long term tenants, along with some green space to be used by tenants and as an extension of the event space upstairs.

Ms. McIntire explained that the large space on the first floor will be the restaurant/bar and will use the entrance from the front of the building. It is going to be a unique plant bar, with great lighting and space, similar to their Alpine Bar in Hagerstown. There is a separated room in the front that will either be used as a private meeting room or could potentially be used for a coffee shop (with potential to partner with a local business in existence to operate from that space).

Heading upstairs, Mr. Peteranecz showed the space where the short term apartments are planned. They are adding sprinkler systems to the whole building, with him explaining that it cost less to install sprinklers to the whole building than it was going to be to replace the elevator.

Mr. Peteranecz shared that the model they were using would allow them to keep costs down, thus translating to lower rents. They would rather have the space full all of the time instead of trying to squeeze top dollar and face vacancies. He indicated that they were sitting on the bench across the street prior to the meeting and there was more foot traffic here in Cumberland than there was in Hagerstown. There are a lot of places in the downtown area of Cumberland that can be reached on foot.

Heading up to the next level, Mr. Peteranecz and Ms. McIntire showed the hallway, which had the drop ceilings removed revealing a very tall, nice ceiling full of architectural detail, which will be restored. There will be a luxury AirBnb space to the right which will be utilized with the event space (i.e. a space for the bride to get ready). It will be about 1,000 square feet and will be decorated as nicely as the event space.

The event space to the left, used to be the Courtroom, has a small room to the side and bathrooms will be added to support the event space. They will need to use some soft surfaces to try and reduce the echo in the room.

On the top level, there are short term apartments, two 1-bedroom apartments.

Returning to the basement level, Mr. Peteranecz explained in further detail that this space will be used for a commercial tenant and will be the ADA access to the rest of the building.

Ms. McIntire showed off the front of the basement area, the former shooting range, which has potential plans to be turned into a speakeasy.

Mr. Peteranecz explained that the whole building will get the rough in – meaning the whole sprinkler system, whole HVAC system, alarm system, etc. The timeframe is roughly 18 months from when the demolition is finished, which should be a few more weeks. The project will be phased in – meaning finishing some apartments and leasing them while working on the next part of the project.

He continued to explain that they would be running/managing the plant bar and event space, and would be leasing the commercial space and apartments out when ready.

Clock Tower Ventures is utilizing Facebook right now to share information and photos regarding the project and are considering a banner with a QR code so people can follow along.

II. ADJOURNMENT

With no further business at hand, the meeting adjourned at 1:56 p.m.

Respectfully Submitted,

Allison K. Layton
City Clerk

Minutes approved on _____

File Attachments for Item:

1. Ordinance 3995 (*2nd and 3rd readings*) - authorizing the transfer of 336 Baltimore Avenue, 340 Baltimore Avenue, 342 Baltimore Avenue and 447-449 Waverly Terrace to TAC Investments LLC for the purchase price of \$400

ORDINANCE NO. 3995

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF TAC INVESTMENTS LLC FOR THE PURCHASE OF THE PARCELS OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 336 BALTIMORE AVENUE, 340 BALTIMORE AVENUE, 342 BALTIMORE AVENUE AND 447-449 WAVERLY TERRACE, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of certain parcels of real property located at 336 Baltimore Avenue, 340 Baltimore Avenue, 342 Baltimore Avenue and 447-449 Waverly Terrace, Cumberland, MD 21502 (the "Properties");

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

WHEREAS, the Properties were included in the solicitation for bids known as either the "Request for Bids Surplus Properties Round II" or the "Request for Bids Surplus Properties Round IV" but were not bid upon

WHEREAS, the City has since received a bid for the purchase of the Properties from TAC Investments LLC (the "Purchaser") for the sum of Four Hundred Dollars (\$400.00), and staff is recommending that the Mayor and City Council accept the bid; 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 shall accept the bid of the Purchaser for the purchase of the Properties for

the sum of Four Hundred Dollars (\$400.00) subject to the following terms and conditions:

- A. 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;
- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashier's check or money order. A total of three (3) personal checks/cashier's checks/money orders must be presented to the City Clerk.
 - i. \$60.00 deed recordation fee made payable to "Circuit Court for Allegany County".
 - ii. The purchase price, pro-rated City real estate taxes and \$100.00 deed recordation service fee made payable "City of Cumberland".
 - iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".
- E. Cash will not be accepted. Improperly remitted payments will be returned.
- F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the

passage of this Ordinance shall result in the rejection of the Purchaser's bid unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

- G. The deed will be released for recordation upon the Purchaser's compliance with the foregoing provisions.

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 terms and conditions;

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

Passed this _____ day of _____, 2024.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

THIS QUITCLAIM DEED is made this ____ day of October, 2024, by and between the **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **TAC Investments LLC, a Maryland limited liability company** (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of One Hundred Dollars (\$100.00) for each of the Parcels listed below for a total of Four Hundred Dollars (\$400.00) and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, its successors and assigns, all of the City’s right, title, interest and estate in and to the following-described pieces or parcels of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

Parcel 1 – 447-449 N. Waverly Terrace (Tax ID No. 22 – 003992)

ALL that lot, piece or parcel of ground situate, lying and being on the Southerly side of Waverly Terrace (formerly Braddock Way) in the City of Cumberland, Allegany County, Maryland, known and designated as Part of Lot No. 64 in Cumberland Improvements and Investments Company’s Eastern Addition to Cumberland, the improvements on which are known as Nos. 447-449 Waverly Terrace, and which part of said Lot is more particularly described as follows:

BEGINNING at a stake on the Southerly side of Waverly Terrace at the end of the first line of Lot No. 1163 in said Addition, and running thence with said Waverly Terrace, North 78 degrees East 50 feet; thence at right angles to said Waverly Terrace South 12 degrees East 150 feet to the end of the second line of Lot No. 164; thence South 78 degrees West 50 feet, more or less to the end of the second line of a certain deed from David A. Robb, et al, to Samuel Swartz, et al, dated December 17, 1923, and recorded in Liber 145, page 331, Allegany County Land Records; and with it reversed North 20 degrees 52 minutes West 151.82 feet to the place of **BEGINNING**.

EXCEPTING THEREFROM, however, the rear 50 feet of the above-described parcel as was previously conveyed unto Joseph E. Talley and Sharon M. Talley, husband and wife, by deed dated March 31, 1994, and recorded among the Land Records of Allegany County, Maryland in Deed Book 616, page 284, reference to which deed is hereby made for a more complete description of said exception.

IT BEING the same property described in the deed from Jerry L. Frantz, Director of Finance for Allegany County, Maryland to Mayor and City Council of Cumberland dated

September 18, 2009 and recorded among the Land Records of Allegany County, Maryland in Book 1630, Page 115.

Parcel 2 – 336 Baltimore Avenue, Cumberland, MD 21502 (Tax ID No. 23-009285)

ALL that lot or parcel of ground lying and being on Baltimore Avenue in the City of Cumberland, Allegany County, State of Maryland, and described as follows, to-wit:

BEGINNING for the same at a stone planted on the Western edge of the turnpike road leading from Cumberland to Baltimore City and at the beginning of a piece of land heretofore conveyed by James P. Carleton and Mary Carleton, his wife to James Smity and running thence with the division line and fence between the lands formerly owned by the said Carleton and the lands of the said Smity, North 41 degrees West 200 feet to a stake near the top of the hill; thence South 66 degrees West 50 feet to a stake; then South 41 degrees East 200 feet to the turnpike road; and North 66 degrees East 50 feet to the beginning.

IT BEING the same property described in the deed from Marvin B. Lutz and Deborah L. Lutz, husband and wife, to Mayor and City Council of Cumberland dated May 2, 2014 and recorded among the Land Records of Allegany County, Maryland in Book 2050, Page 77.

Parcel 3 – 340 Baltimore Avenue, Cumberland, MD 21502 (Tax ID No. 23-013517)

ALL that parcel of ground lying and situate in the City of Cumberland, Allegany County, and the State of Maryland, fronting the Westerly side of Baltimore Avenue, in Cumberland District No. 23, Allegany County, Maryland which said parcel is more particularly described as follows, to wit:

BEGINNING for the same on the westerly side of Baltimore Avenue where the dividing line between the within conveyed property and the Anna B. Bohrer property recorded in Liber 495, folio 889, Allegany County Land Records, intersects Baltimore Avenue and running then with Baltimore Avenue, North 66 degrees East 45 feet, more or less, to the dividing line between the within conveyed property and the Lindner property recorded in Liber 473, folio 325, Allegany County Land Records, then with said dividing line, North 41 degrees West 200 feet to the easterly side of an unnamed street, then with said street to the aforesaid Stegmaier-Bohrer dividing line, and then with said dividing line, South 41 degrees East 200 feet to the place of **BEGINNING**.

Parcel 4 - 342 Baltimore Avenue, Cumberland, MD 21502 (Tax ID No. 23-006595)

ALL that lot or parcel of ground with the improvements thereon, formerly known as 90 Baltimore Avenue, now known as 342 Baltimore Avenue in the City of Cumberland, Allegany County, Maryland, and being more particularly described in a deed from Mary Armbruster and William Armbruster, husband and wife, to Sebastian Hammersmith dated May 1, 1917 and recorded in Deed Book 121, page 705 among the Land Records of Allegany County, Maryland.

THE SAID PARCELS 3 AND 4 BEING the same property described in the deed from Falcon Development of Allegany County Maryland, LLC a/k/a Falcon Development of Alleghany County to Mayor and City Council of Cumberland by deed dated February 6, 2014 and recorded among the Land Records of Allegany County, Maryland in Book 2036, Page 154.

SUBJECT TO all outconveyances, use and occupancy restrictions, privately or governmentally imposed and generally application to properties in the immediate neighborhood of the property conveyed hereby, reservations, agreements, rights of way, easements and other matters of record, and to easements or other matters which can be observed by a careful inspection of the property.

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, its successors and assigns in fee simple forever.

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name and duly attested on the day and date first above written.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

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

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

I HEREBY CERTIFY, that on this _____ day of _____, 2024, 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 \$400.00; 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 of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

ATTORNEY CERTIFICATION

I hereby certify that the foregoing instrument was prepared by the undersigned attorney license to practice law in the State of Maryland. The undersigned attorney did not perform a title search in connection with the preparation of this deed.

Michael Scott Cohen

After recording, return to:

Michael Scott Cohen, Esq.
213 Washington Street
Cumberland, MD 21502

... City of Cumberland/Surplus Properties RFPs/ 443-45 Waverly & 336, 340 & 342 Baltimore Ave - Deed

File Attachments for Item:

. Ordinance 3996 (*1st reading*) - authorizing the execution of 1) a contract for exchange of real estate for the exchange of real property owned by the Mayor and City Council at 308 Cumberland Street for the real property owned by William Friend at 417 Central Avenue and 2) the deed for the purpose of conveying the property located at 308 Cumberland Street to William Friend and 3) such supplemental documents as may be required to effect the transaction

ORDINANCE NO. 3996

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO AUTHORIZE THE EXECUTION OF (1) A CONTRACT FOR EXCHANGE OF REAL ESTATE FOR THE EXCHANGE OF CERTAIN SURPLUS REAL PROPERTY OWNED BY MAYOR AND CITY COUNCIL OF CUMBERLAND LOCATED AT 308 CUMBERLAND STREET, CUMBERLAND, MD 21502 FOR THE REAL PROPERTY OWNED BY WILLIAM FRIEND LOCATED AT 417 CENTRAL AVE, CUMBERLAND, MD 21502, (2) A DEED FOR THE PURPOSE OF CONVEYING THE PROPERTY LOCATED AT 308 CUMBERLAND STREET TO WILLIAM FRIEND, AND (3) SUCH SUPPLEMENTAL DOCUMENTS AS MAY BE REQUIRED TO EFFECT THE TRANSACTION CONTEMPLATED BY THE SAID CONTRACT FOR EXCHANGE OF REAL ESTATE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of the real property located at 308 Cumberland Street, in the City of Cumberland, Allegany County, Maryland;

WHEREAS, the said property was declared to be surplus property under the terms of Order No. 27,468, passed by the Mayor and City Council on May 21, 2024;

WHEREAS, William Friend is the fee simple owner of a certain of the real property located at 417 Central Avenue, in the City of Cumberland, Allegany County, Maryland;

WHEREAS, William Friend desires to exchange the real property located at 417 Central Avenue for the real property located at 308 Cumberland Street as an even trade pursuant to the terms of a Contract for Exchange of Real Estate, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Mayor and City Council of Cumberland deem it to be in the interest of the City to enter into the said Contract for Exchange of Real Estate in that the City is acquiring property on Central Avenue for open space, at least for the immediate future.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor be and he is hereby authorized to execute the Contract for Exchange of Real Estate attached hereto as Exhibit A;

SECTION 2: BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute a deed in the form attached hereto as Exhibit B or in a similar form deemed to be acceptable to the City Solicitor, conveying the real property and improvements thereon, if any, located at 308 Cumberland Street, Cumberland, MD 21502 to William Friend in exchange for his conveyance of the real property and improvements located at 417 Central Avenue to Mayor and City Council of Cumberland;

SECTION 3: AND BE IT FURTHER ORDAINED, that the city Solicitor be and he is hereby authorized to execute a closing statement and such other documents as may be required or expedient for the purpose of facilitating and completing the closing for the transactions contemplated by the terms of the Contract for Exchange of Real Estate attached hereto as Exhibit A and he is further authorized to deliver the deed executed by the Mayor and City Clerk to William Friend at the said closing; and

SECTION 4: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this ____ day of November, 2024.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

CONTRACT FOR EXCHANGE OF REAL ESTATE

THIS CONTRACT FOR EXCHANGE OF REAL ESTATE ("Contract") is made by and between **Mayor and City Council of Cumberland** (the "City"), a Maryland municipal corporation, and **William Friend** and is effective as of the date it is fully executed by the parties hereto, the said date hereinafter being referred to as the "Effective Date."

Section 1 - Definitions

1.1. "417 Central" means the parcel of real estate and the improvements thereon located at 417 Central Avenue, Cumberland, MD 21502, which is currently owned by William Friend and is more particularly described in the deed to him from Vonnie M. Duckworth dated August 30, 2022 and recorded among the Land Records of Allegany County, Maryland (the "Land Records") in Book 2825, Page 95. 417 Central is identified as Tax ID No. 22-0014412.

1.2. "308 Cumberland" means the parcel of real estate and the improvements thereon located at 308 Cumberland Street, Cumberland, MD 21502 which is currently owned by the City and is more particularly described in the deed to it from Jason M. Bennett, Director of Finance, Allegany County, Maryland, dated April 30, 2024 and recorded among the Land Records in Book 2964, Page 282. 308 Cumberland is identified as Tax ID No. 06-007686.

1.3. "Closing" means the consummation of the property transfers contemplated by the terms of this Contract.

1.4. "Date of Closing" means the date listed in **Section 6.1** of this Contract or, if modified pursuant to the terms of this Contract, the actual date when the matters described in **Section 6** are performed.

1.5. "Encumbrance" means any mortgage, judgment, lien, security interest, charge or other encumbrance except (a) any use and occupancy restriction of public record, privately or governmentally imposed, and generally applicable to properties in the immediate neighborhood of the Property; (b) publicly recorded easements for public utilities; and (c) other easements which may be observed by an inspection of the Property.

Section 2 - Agreement of Exchange

2.1. The City agrees to transfer 308 Cumberland to William Friend simultaneously with the transfer of 417 Central to the City from William Friend, and William Friend agrees to this transaction as well.

Section 3. Consideration

3.1. No consideration shall be payable from either party to the other in connection with transactions contemplated by the terms of this Contract. The exchange of the properties and the covenants and agreements related to this exchange constitute the sole consideration under this Contract.

Section 4 - Warranties and Condition of Title.

4.1. Title to 308 Cumberland and 417 Central shall be good and merchantable and free of all Encumbrances.

4.2. If any title defect is revealed that causes either 308 Cumberland or 417 Central to be unmerchantable and to which the transferee of that property objects, the provisions of this **Section 4.2** shall apply.

4.2.1. If the title defect consists of an Encumbrance, which can be satisfied by the payment of a certain sum, the transferor of that property may elect to pay the Encumbrance and proceed to Closing or cancel this Contract.

4.2.2. If the Encumbrance is not such that it can be satisfied by the payment of a certain sum, the transferor of that property may elect to satisfy the Encumbrance, in which event the Date of Closing may be postponed for a period not to exceed thirty (30) days, except upon the written consent of the parties, to enable the transferor to satisfy the Encumbrance. If the Encumbrance cannot be satisfied on or before the Date of Closing and if the transferor either does not elect to satisfy the Encumbrance, or, having so elected, fails to do so, the transferee may either accept the property with the Encumbrance against it or cancel this Contract.

4.2.3. In the event a title defect is discovered by either party, written notice of that defect and the manner in which the party discovering the defect wishes to proceed in regard to the matters addressed in **Section 4.2.1** and **4.2.2** above must be provided to the other party before Closing. Any party who fails to provide this written notice in a timely manner shall have waived their rights under **Section 4.2** of this Contract.

4.3. The City makes no representations or warranties concerning the condition of 308 Cumberland. William Friend acknowledges that he had the opportunity to inspect it and agrees to accept it in its "as is" condition as of the Date of Closing.

4.4. William Friend makes no representations or warranties concerning the condition of 417 Central. The City acknowledges that it has had the opportunity to inspect 417 Central and agrees to accept it in its "as is" condition as of the Date of Closing.

Section 5 – Risk of Loss

5.1. Until such time as Closing is completed, risk of loss for 417 Central resides with William Friend. Until such time as Closing is completed, risk of loss for 308 Cumberland resides with the City.

Section 6 - Closing

6.1. Closing shall be not later than forty-five (45) days from the date of the City's passage of an ordinance authorizing the consummation of the transactions described in this Contract. It is understood that, as a condition precedent to the approval of this Contract, the City must declare 308 Cumberland to be surplus property and wait a minimum of twenty (20) days before proceeding with the passage of an ordinance authorizing the execution of this Contract and the deed effecting the

conveyance of 308 Cumberland to William Friend and further authorizing the consummation of the transactions contemplated by the terms of this Contract. Both the entry of the order declaring 308 Cumberland to be surplus property and the passage of the ordinance will be addressed during the course of the City's biweekly regular meetings.

6.2. At Closing, the City shall deliver to William Friend a quitclaim deed in recordable form conveying fee simple title to 308 Cumberland to him.

6.3. At Closing, William Friend shall deliver to the City a quitclaim deed in recordable form conveying fee simple title to 417 Central to him.

6.4. The City Solicitor and City Administrator are authorized to consent to extensions of the Closing Date on the City's behalf.

Section 7 - Adjustments and Allocations

7.1. State, county and municipal taxes and water and sewer service charges and other public charges with respect to 308 Cumberland, if any, shall be apportioned to the date of Closing. William Friend shall assume and pay these charges after the date of Closing. The City shall be responsible for the portion of said costs that accrued prior to and through the Date of Closing.

7.2. The City shall abate the taxes due on 417 Central and will seek abatement of the taxes due to the County and shall pay the unabated portion of those taxes.

Section 8 – Default

8.1. Either party may seek the specific performance or cancellation of this Contract as their sole remedy in the event of a default. If either party institutes litigation to enforce the terms of this Contract, the prevailing party in such litigation shall be entitled to judgment for the reasonable legal fees, court costs and litigation expenses incurred in enforcing the terms of this Contract.

Section 9 - Miscellaneous

9.1. Time is of the essence under each of the terms of this Contract.

9.2. This Contract, covering real property located in the State of Maryland, shall be construed according to Maryland law.

9.3. This Contract shall bind upon and run to the benefit of the parties, and their respective heirs, personal representatives, successors and/or assigns.

9.4. Neither party may assign his/its rights under this Contract except upon the written consent of the other party.

9.5. This Contract may be modified only by a written document signed by each of the parties to its terms.

9.6. This written document embodies all of the agreements between the parties. Neither party is relying upon any statement or representation not contained in this written document.

IN WITNESS WHEREOF, the parties have executed this Contract on the date written beneath their signatures below.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL
OF CUMBERLAND

Allison Layton, City Clerk

By: _____
Raymond M. Morriss, Mayor

Date

William Friend

Date

EXHIBIT B

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of _____, 2024, by and between **Mayor and City Council of Cumberland** (the “Grantor”), a Maryland municipal corporation, and _____ (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of _____ Dollars (\$_____.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, _____, forever in fee simple:

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

SUBJECT TO all outconveyances, restrictions, reservations, agreements, rights of way, easements and other matters of record.

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, _____ in fee simple forever.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

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

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

I HEREBY CERTIFY, that on this ____ day of _____, 2024, 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 \$ [REDACTED] and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN

File Attachments for Item:

. Order 27,581 - authorizing the sole source purchase of new turn out gear for nine (9) new hires from Fire Chasers Fire Equipment at a total cost not to exceed \$31,635

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

ORDER NO. 27,581

DATE: October 15, 2024

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

THAT, the sole source purchase from Fire Chasers Fire Equipment, 311 White Oak Lane, Frostburg, MD 21532 to purchase Nine (9) new Turn Out Gear sets be and is hereby approved in the amount not to exceed Thirty One Thousand Six Hundred Thirty Five Dollars and No Cents (\$31,635.00).

Raymond M. Morriss, Mayor

Budget: 001.043.53100

Council Agenda Summary

Meeting Date: October 15, 2024

Key Staff Contact: Chief W. Shannon Adams

Item Title: New Hire Turn Out Gear

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

On behalf of the Cumberland Fire Department, Chief Adams is requesting authorization to purchase turn out gear for 9 new hires.

Amount of Purchase: \$31,635.00

Budget number: 001-043-53100

Grant, bond, etc. reference: PO #2500000542

Honeywell First Responder Products

Clothing Specification Quote

2024 Price

Expires	12/31/2024	Fire Dept.	Cumberland Fire Dept.
Freight	Will be your responsibility		MDCUMB
Delivery	On Partner Port	Dealer	FIRE CHASERS FIRE EQUIPMENT FIRECH

Specid MDCUMB00078

Spec Date 08/21/2024

Quote # P24074MDCUMB

To assure you receive this special pricing, the above quote number must appear on all orders referenced to same.
Any additions or deviations from original quote must be on order and are subject to additional cost.

LTO 89BG Tails Black

REFRESH

REENGINEERED

REV1

*** Revision 1 ***

LTOTOS89B	LTO Tail Outer Shell - Advance W/FREEFAS - Black
LTOTTLB	LTO Tail Thermal Liner -7.4 osy Glide Ice 2 Layer
LTOTMBG	LTO Tail Moisture Barrier -5.5 osy Stedair 4000
CFCCS-89B	Std -Coat Cuffs
IPLC	(O20) Std -Inspection Port Liner
LNDC	Std-Liner detachable
LNSETTE	Std -SET Thermal Enhancement
PKTLSTD	Std -Liner Label Pocket
SATUPST-89B	(O01) Std -Take Up Straps - 2 Postman
RS-RRSAC	(R01) Std-Articulating Rapid Rescue Strap
TR-DSS	Std -Trim Double-Stitched
TRC304M-TL	Trim -(4) NEW YORK -lime 2-tone Scotchlite (3")
LTAHTV-89B	Above Hem Trim Patch w/Velcro - Advance Soft W/FREEFAS Black FIREFIGHTER or CHIEF or DEPUTY CHIEF or CAPTAIN or LIEUTENANT or DRIVER or FIRE MARSHAL or BATTALION CHIEF or EQUIPMENT OPERATOR - Avg. 10 letters - OK to use 2" letters to fit - OK to use 2 lines to fit
LT3S10-SL	10 -3" sewn letters -lime Scotchlite
LTBACK-89B	Back Patch -Advance Soft W/FREEFAS- Black < CUMBERLAND F D > * no periods
LT3S12-SL	12 -3" sewn letters -lime Scotchlite
LTHEMV-89B	Hem Patch w/Velcro -Advance Soft W/FREEFAS - Black - FF LAST NAME (1st INITIAL when specified) - Avg. 7 letters - OK to use 2" letters to fit

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Honeywell First Responder Products

Clothing Specification Quote

2024 Price

Expires	12/31/2024	Fire Dept.	Cumberland Fire Dept.
Freight	Will be your responsibility		MDCUMB
Delivery	On Partner Port	Dealer	FIRE CHASERS FIRE EQUIPMENT FIRECH

Specid MDCUMB00078

Spec Date 08/21/2024

Quote # P24074MDCUMB

To assure you receive this special pricing, the above quote number must appear on all orders referenced to same.

Any additions or deviations from original quote must be on order and are subject to additional cost.

LTO 89BG Tails Black

LT3S07-SL	7 -3" sewn letters -lime Scotchlite
PO-EUS-R	(O17) Embroidered American Flag - stars towards front — right sleeve
PO-IC-MDCUMB	Integral Customization - City of Cumberland MD — left sleeve
CLZV2-89B	(E10) 2" Velcro/Zipper Coat Closure
CCLTO-89B	(Q02) LTO Comfort Chinstrap
CCBLK	Black Knit Material on Chinstrap
LNDAPCE	(O15) Dead Air Panels Extended
PKDRPT-89B	D-Ring on a Patch -Advance Soft W/FREEFAS - Black — left chest - Place as close to shield as possible with bottom of D-ring 7" below shoulder seam
PKDRPT-89B	D-Ring on a Patch -Advance Soft W/FREEFAS - Black — right side - Place centered between pocket & shield with top of patch aligned with top of half hi bellows pocket flap
PKHBLNX-89B	X-Large Half Hi Bellows Pockets -Advance Soft W/FREEFAS- Black — 7 x 10 x 2
PKRCFF-KV	Full Kevlar Lined
PKMT-89B	Mic Tab -Advance Soft W/FREEFAS - Black — right collar -underside — 0.5 x 2.5
PKMT-89B	Mic Tab -Advance Soft W/FREEFAS - Black — on shield (stormflap) — 0.5 x 2.5 - Placen top of mic tab 5" below top of shield
PKSLC-89B	SL-90 Flashlight Clip -Advance Soft W/FREEFAS - Black — right chest - Place as close to shield as possible

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Honeywell First Responder Products

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Spec Date 08/21/2024

Quote # P24074MDCUMB

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LTO 89BG Tails Black

HWCS2-NMX (S09) - 2 additional snap tabs, one on each side seam

WWSTLNH-BLK (W50) Sub Wristlets -Long Hybrid with tabs -Nomex - black

****24 FRONT LENGTH & LONGER**

*****31 BACK LENGTH & LONGER**

*****34 BACK LENGTH & LONGER IF 2 LINES**

Spec Limitation

**** X Large Half Hi Bellows Pockets - 7" x 10" x 2" - will not fit on 23 front length & shorter - A SPEC MUST BE CREATED PRIOR TO SUBMITTING AN ORDER**

***** Above Hem Trim Patch - Will not fit on a 30 back length & shorter - A SPEC MUST BE CREATED PRIOR TO SUBMITTING AN ORDER**

Lieutenant - 2" letters only on 40 chest & larger Only
Deputy Chief - 2" letters only on 40 chest & larger Only
Firefighter - 2" letters only on 34 chest & larger Only
Fire Marshal - 2" letters only on 40 chest & larger Only
Battalion Chief - 2 lines only

00076

Optional Items:

These prices are in addition to the discounted total above

Cumberland FD - SAP Acct# 1958979

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Honeywell First Responder Products

Clothing Specification Quote

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Specid MDCUMB00079

Spec Date 08/21/2024

Quote # P24074MDCUMB

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LTO 89BG Pants Black

REFRESH

****REENGINEERED****

REV1

***** Revision 1 *****

LTOPOS89B	LTO Pant Outer Shell - Advance W/FREEFAS - Black
LTOPTLB	LTO Pant Thermal Liner -7.4 osy Glide Ice 2 Layer
LTOPMBG	LTO Pant Moisture Barrier -5.5 osy Stedair 4000
CFPCS-89B	(M26) Std Pants Cuffs - Advance Soft W/FREEFAS - Black
IPLP	(O21) Std -Inspection Port Liner
LNDP	Std -Liner Detachable
TR-DSSP	Std -Trim Double-Stitched
TRP307M-TL	Trim -(7) NFPA -lime 2-tone Scotchlite (3")
CLNFVZ2-89B	(J06) Narrow Fly -2" Velcro/Zipper - No Hook
CL-TAP	pull tab - Arashield - Black
CFAN-ARB	(O03) Angled Cuffs - Arashield - Black
KNBF-89B	(K05) BiFlex Heat Channel Knees - 89B
KNBFH-ARB	(K54) Horizontal Strips in BiFlex knees to be Arashield - Black
PKBLXP-89B	X-Large Bellows Pockets -Pants -Advance Soft W/FREEFAS- Black — 10 x 10 x 2
PKRPFF-KEV	Full Kevlar Lined
PKTDIV-KV	Tool Divider - Kevlar - 6" High - Place inside left bellows pocket at bottom - On pant portion - Divide into 2 equal compartments
PKGFP-ARB	E Z Grip Flaps - Arashield - Black
PKPENP-KEV	(P162) Pencil Pocket - Kevlar — inside left bellows pocket-pant — 6 x 3 - Place centered at bottom of tool pocket divider

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Honeywell First Responder Products Clothing Specification Quote

2024 Price

Expires	12/31/2024	Fire Dept.	Cumberland Fire Dept.
Freight	Will be your responsibility		MDCUMB
Delivery	On Partner Port	Dealer	FIRE CHASERS FIRE EQUIPMENT FIRECH

Specid MDCUMB00079

Spec Date 08/21/2024

Quote # P24074MDCUMB

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LTO 89BG Pants Black

OPBKV	(H63) Belt - Kevlar with Quick Release Buckle
OPBL07	Belt Loops (7)
OPSSA	Snap Style Suspender Attachment
SPDFSQI	Dyna-Fit Suspenders w/ Snap Attach & Quick Adjust Installed
SPP	(X30) Suspender Padding

7 belt Loops & Kevlar Quick Release Belt

00077

Optional Items:

These prices are in addition to the discounted total above

Cumberland Fire Dept - SAP Acct# 1958979

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Allison Layton <allison.layton@cumberlandmd.gov>

Fwd: URGENT: Turn Out Gear

1 message

Brandi Snyder <brandi.snyder@cumberlandmd.gov>
To: Allison Layton <allison.layton@cumberlandmd.gov>

Fri, Oct 11, 2024 at 11:37 AM

Brandi L. Snyder
Cumberland Fire Dept.
Administrative Associate
20 Bedford St.
Cumberland, MD 21502
301-759-6485
brandi.snyder@cumberlandmd.gov

----- Forwarded message -----

From: **Jeff Silka** <jeff.silka@cumberlandmd.gov>
Date: Fri, Oct 11, 2024 at 10:59 AM
Subject: Re: URGENT: Turn Out Gear
To: Brandi Snyder <brandi.snyder@cumberlandmd.gov>

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

On Fri, Oct 11, 2024 at 10:11 AM Brandi Snyder <brandi.snyder@cumberlandmd.gov> wrote:

Good morning! We recently ordered Turn Out Gear for our 9 new hires. In order to do this we had to have a budget transfer done, but I missed the step where we would need a soul source or bidding on this.

This whole situation has been a little hectic and it's completely my fault.

Per the Chief, FireChasers is where we have always gotten our turn out gear and they work with other companies to get a good deal for our department. Currently, the turn out gear will be sent to them from a company called Honeywell.

I am asking for a soul source approval for us to place this order and put it through to the Mayor and City Council meeting on Tuesday.

If you have any questions, please let me know.

Sincerely,

Brandi L. Snyder
Cumberland Fire Dept.
Administrative Associate
20 Bedford St.
Cumberland, MD 21502

10/11/24, 11:46 AM

City of Cumberland, MD Mail - Fwd: URGENT: Turn Out Gear

301-759-6485

brandi.snyder@cumberlandmd.gov

File Attachments for Item:

. Order 27,582 - approving a \$10,000 Micro-Revolving loan for Arcadian Journeys, LLC for working capital associated with the purchase and renovation of 47 Baltimore Street for the term of a 60- month amortization period, 3% interest, first payment due January 2025, and no interest charged until January 1, 2025

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

ORDER NO. 27,582

DATE: October 15, 2024

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

THAT, a loan from the Micro Revolving Loan Fund of Ten Thousand Dollars (\$10,000.00) for Arcadian Journeys, LLC, 47 Baltimore Street, be and is hereby approved for the terms: 60-month amortization period, 3% interest, first payment due January 2025, and no interest charged until January 1, 2025.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: October 15, 2024

Key Staff Contact: Ken Tressler

Item Title: City of Cumberland approval of \$10,000 micro-loan application for Arcadian Journeys LLC

The City Micro-loan committee has reviewed and recommends approval of the Arcadian Journeys LLC application for a \$10,000 micro-loan provided through the city's revolving loan fund. The loan committee recommends that the loan is contingent upon the applicant providing documentation that their application for the George Edwards funding grant in the amount of \$150,000 is approved.

If this funding is approved and after the award the balance in the City revolving loan fund will be \$10,000.

The project briefing:

The applicant is acquiring the building located at 47 Baltimore St with plans to renovate the building that will be used for an art gallery, a wine and tapas bar and high-end luxury apartment. The financing of the project will be a combination of a bank loan, grant funding, personal equity and the city micro-loan.

File Attachments for Item:

. Order 27,583 - authorizing the acceptance of the proposal from Percy Public Affairs, LLC to provide lobbying and government relations services in the amount not to exceed \$45,000 for the term November 1, 2024 through November 1, 2025

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

ORDER NO. 27,583

DATE: October 15, 2024

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

THAT, the proposal from Percy Public Affairs, LLC, 163 Waterfront Street, Suite 440, National Harbor, MD 20745, to provide lobbying and government relations services for the term of November 1, 2024 through November 1, 2025 be and is hereby accepted in the amount not-to-exceed Forty-Five Thousand Dollars and No Cents (\$45,000.00).

Raymond M. Morriss, Mayor



October 3, 2024

Via Email – jeff.silka@cumberlandmd.gov

Mr. Jeffry F. Silka, City Administrator
The City of Cumberland
57 N. Liberty Street, Cumberland, Maryland 21502

RE: Contract Renewal of Government Relations Representation (2024-2025)

Dear Mr. Silka:

Once again, Percy Public Affairs, LLC, is honored for the opportunity to be the government relations representative for the City of Cumberland, in Annapolis. PPA is prepared to serve as the “voice” for Cumberland, while continuing to advance the legislative interests and business developments on its behalf in Maryland.

The benefits that PPA clients enjoy are the firm’s strong relationships and experience within Maryland’s branches of government, on-duty, statewide availability and resources to fulfill all of our contractual obligations. We firmly believe the long-standing relationships that we have cultivated within the Executive Branch, the members and staff of the Maryland General Assembly, higher-education, and local elected officials and representatives establish an ongoing link between our Team and our clients.

We humbly submit this proposal for lobbying services to support your company’s priorities during the remainder of the calendar year and into 2025.

Should you or Mayor Morriss have any questions or concerns, I will be your primary point of contact moving forward. Please don’t hesitate to contact me at any time at rich@percypublicaffairs.com or my cell at 410-279-7684.

Thank you for your consideration and PPA is looking forward to partnering with the City of Cumberland.

Sincerely,

Richard J. Reinhardt, II

Richard J. Reinhardt, II, J.D.
Partner

Client Engagement

This Client Engagement Agreement (“Agreement”) formalizes the relationship between Percy Public Affairs LLC (PPA), having an address at **163 Waterfront Street, Suite 440, National Harbor, Maryland 20745** and the City of Cumberland, having an address at **57 N. Liberty Street, Cumberland, MD 21502 (“Client”)**.

PPA and Client may also be referred to herein as a “Party” or collectively as “Parties.” Client hereby engages PPA to provide lobbying and government relations services with the State of Maryland, its local governments, and school systems.

1. Terms and Definitions

This Agreement is effective as of November 1, 2024 (the “Effective Date”) and continues through November 1, 2025 (the “Term”) or until either party terminates this relationship pursuant to Section 5 herein.

PPA Primary Point of Contact:

Name: Richard Reinhardt

Email: rich@percypublicaffairs.com

Phone: 410-279-7684 (work cell)

Address: 163 Waterfront Street, Suite 440, National Harbor, Maryland 20745

Client Primary Point of Contact:

Name: Jeffry F. Silka

Position: City Administrator

Email: jeff.silka@cumberlandmd.gov

Phone: 301-759-6424 (o.) / 240-609-9303 (c.)

Address: 57 N. Liberty Street, Cumberland, MD 21502

Client agrees to pay PPA monthly installments of **THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$3,750.00)** (the “Fee”) each with no interest, according to the terms set forth in Section 4 herein.

2. Client Goals

Within one (1) month of the Effective Date, PPA and Client shall meet in person or via video or phone conference to discuss Client’s goals and engage in collaborative strategic planning. PPA and Client will discuss at this goal-setting meeting the goals and tactics that will be used to attain those goals together.

PPA understands that some matters discussed during the annual goal-setting meeting or otherwise disclosed by Client may include Client trade secrets and other proprietary information which Client prefers to keep confidential. It is Client’s sole responsibility to inform PPA if specific information discussed is to remain strictly confidential between Client and PPA. That information will be marked “Trade Secret” in PPA internal files to ensure all PPA employees keep these matters strictly confidential.

PPA will create a written annual strategic plan following the goal-setting meeting (the “Strategic Plan”). Client is encouraged to review the Strategic Plan carefully and provide feedback as soon as possible and from time to time if Client desires to make any changes therein. PPA will use the Strategic Plan to guide its advocacy on behalf of Client.

3. General Scope of Work

Ethics

Upon Client’s signature of this Agreement, PPA will timely enroll its employed lobbyists, as required by law, as registered lobbyists for Client with the Maryland State Ethics Commission and other local governments’ ethics registration authorities, as necessary and appropriate. Registration is effective for the lobbying year, which for the State of Maryland, begins on November 1 of each year and terminates on October 31 of the following year (the “State Lobbying Year”).

If the Client - PPA relationship begins mid-State Lobbying Year, the registration will be effective for the remainder of the State Lobbying Year. If said relationship begins in the middle of any applicable local government registration term, the registration will remain effective for the remainder of that term. PPA will re-register members of its team for each State Lobbying Year and applicable local government lobbying term during the term of this Agreement on behalf of Client.

If Client or PPA discontinues this relationship, the registration(s) will remain active with the Maryland State Ethics Commission until the end of the State Lobbying Year or other applicable term unless Client expressly requests in writing their active termination.

The Maryland State Ethics Commission charges a fee of \$103 per lobbyist registration per client per year. Client will see this charge reflected on its billing invoice upon execution of this Agreement and in October of each year. Client retains all responsibility and liability for any and all applicable registrations required for all other employees and agents not employed by PPA. PPA prides itself on exceptional ethical standards and strictly complies with state and local regulations.

The Maryland State Ethics Commission requires Activity Reports for each registered lobbyist twice per lobbying year- due May 31 and November 30. PPA will be responsible for timely filing each of these Activity Reports for any and all of its employees registered for Client.

The Maryland State Ethics Commission requires Special Event Reports to be filed following any legislative meal or reception event. PPA will be responsible for timely filing any Special Activity report warranted by PPA’s advocacy efforts on behalf of Client.

Communication

Clear, open, frequent and candid communication is the key to any healthy relationship, including the one between Client and PPA. PPA will schedule regular status updates with Client, generally for up to one (1) hour every two (2) weeks by phone or video conference. During certain periods of significant activity which may include the annual Maryland General Assembly session from January to April (“Legislative Session”), these updates may be more frequent, and outside of the Legislative Session it may be appropriate to have less frequent meetings. At a minimum, primary points of contact for PPA shall attend these, with other representatives of PPA participating as necessary.

Email and phone communication is encouraged between Client and PPA between status updates and

as often as appropriate. PPA will make every effort to respond to any Client communication within twenty-four (24) hours.

If Client or Client's employees or agents interact with government officials independently of PPA, then PPA respectfully requests that Client communicate with PPA about those interactions, even if they are in a personal capacity outside of their official work or unrelated to the goals Client is working on with PPA, to maximize PPA's ability to represent Client.

Offense and Defense

In addition to affirmative advocacy on legislative and procurement efforts, PPA shall review all state legislation and notify Client of any introduced legislation which may directly impact its work. Client is responsible for determining whether action should be taken on any proposed legislation and communicating such to PPA. Client may desire to determine in advance of the beginning of the state legislative session a process for determining in an expeditious manner whether Client will take a position on any relevant bills and what that position will be (options: Support, Support as Amended, Neutral/Monitor, Oppose.)

Scope of Engagement

The following is a short list of specific legislative and executive branch advocacy that will continue for Client during our next year of representation:

- **Advocating before the Maryland General Assembly concerning the interests of the Client;**
- **Educating the new Administration and his staff, the Executive Branch, and members of the Maryland General Assembly of Client's legislative agenda and priorities and advancing them during the 90-day session;**
- **Cultivating new relations between the Client and members of the Maryland General Assembly and strengthening existing relations to create long-term and sustainable support and legislative "champions" to advance the Client's priorities and strategic plan for future years; and**
- **Other matters agreed to by the Client and PPA (collectively, the "Scope of Engagement") including other matters that may arise through the course of business in the general assembly.**

Services:

During the Term, PPA will provide the following services ("Services") to the Client related to the Scope of Engagement:

- **Devise, implement, and coordinate a strategy for the enactment of the legislation (the "Bill" or "Bills") of interest to the Client;**
- **Meet with key stakeholders, including House and Senate leadership, respective committee members, executive branch officials, and other legislators of importance to advance the Client's legislative agenda;**
- **Attend relevant meetings and/or hearings either with representatives of the Client or on behalf of the Client;**

- **Develop client relationships with key interested parties in Annapolis and throughout the State;**
- **Conduct ongoing review and tracking of all legislation during the 2025 Legislative Session, and provide real-time updates on developments pertinent to the Scope of Engagement as well as conduct regularly scheduled check-ins;**
- **Assist the Client with developing a communication plan, collateral (one pager), and other documents. These materials will educate members (current and new) of the General Assembly about the Client's 2025 legislative agenda;**
- **Schedule specific meetings with the Legislative District representatives and the Western Maryland Delegations regarding the Client's priorities and seek their support;**
- **Provide the Client with the three major updates throughout the 90-day session (scheduled in late January, late February, and Mid-April) discuss the work plan, deliverables and accomplished milestones;**
- **Provide strategic and political advice when requested and within the law related to campaign activities, elections, fundraising requests, and related matters;**
- **Work to support/defeat legislation of interest;**
- **Assist the Client in preparing testimony, amendments, and assists in the drafting of legislation of interest to the Client;**
- **Administrative support for hearings including the distribution of testimony, signing up witnesses and other necessary paperwork; and**
- **Ethics compliance filings as required.**

Political Contributions

Political contributions are a part of lobbying. PPA lobbyists contribute personally to legislators with whom they have personal and professional relationships. Maryland law prohibits lobbyists from soliciting political contributions from clients or advising clients about political contributions unless the client requests such information. If Client desires advice about whether making political contributions would be beneficial to building relationships with key legislators, it should send that request to rich@percypublicaffairs.com and PPA will advise in writing.

4. Fee and Payment

Client understands that the nature of government affairs work is cyclical, with workload varying from week to week and month to month. PPA's Fee is not based on an hourly rate or tied to any one member of the team or another, as client success is not based on a set number of hours worked. PPA will always employ its best efforts to achieve Client's goals.

PPA shall invoice Client monthly for PPA services. Invoices are sent on the first day of the invoice month. Payment is due upon receipt of invoice.

Maryland law forbids contingency fees in lobbying and government affairs work. PPA is unable to contract for or accept any payment based upon any outcome.

5. Termination

Either party may terminate this relationship at any time and for any reason with thirty (30) days' prior written notice to the other party. Notice should be made in writing and sent to rich@percypublicaffairs.com with the subject line: "Termination of Relationship."

PPA internal files will not be transferred to Client. They will be retained for a period of years pursuant to state law and statute of limitations rules and thereafter destroyed by shredding or certified secure document destruction.

6. Law & Venue

Client and PPA agree that any dispute between them shall be resolved according to Maryland law through the Maryland court system.

7. Severability

If any section of this Agreement is found to be void or unenforceable, the remainder of the Agreement shall stand unimpeded.

8. Entirety

This Agreement represents the full agreement between PPA and Client. There are no oral agreements, other writings, or implied understandings between PPA, Client, or employees or agents of either PPA or Client relating to PPA's representation of Client for lobbying or government relations purposes.

9. Counterparts

Client and PPA may execute this Agreement in counterparts, sending the signed copy to the other party by email or U.S. Mail. This Agreement is effective as of the date set forth herein.

#

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

Percy Public Affairs, LLC

By: *Richard J. Reinhardt, II*

Date: 10/3/2024

Richard J. Reinhardt, II, *Partner*

THE CITY OF CUMBERLAND

By: _____

Date: _____

Jeffrey F. Silka, *City Administrator*

File Attachments for Item:

. Order 27,584 - authorizing the Mayor to sign an Amended and Restated Tolling Agreement with CSX Transportation, Inc.

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

ORDER NO. 27,584

DATE: October 15, 2024

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

THAT, the Mayor be and hereby is authorized to sign an Amended and Restated Tolling Agreement with CSX Transportation, Inc.

Raymond M. Morriss, Mayor

AMENDED AND RESTATED TOLLING AGREEMENT

This Amended and Restated Tolling Agreement (the “Amended Agreement”) is entered into by and between Mayor and City Council of Cumberland (the “City”) and CSX Transportation, Inc. (“CSX”) (collectively the “Parties”), and is effective as of the 2d day of May, 2024 (the “Effective Date”).

RECITALS

WHEREAS, the City seeks access to the CSX Yard in Cumberland, Maryland for the purpose of repairing, replacing, and/or relocating the City’s sewer lines and associated manholes located on and beneath the CSX Yard, including locating and assessing the condition of manholes and sewer lines (collectively, the “Sewer Repair Work”).

WHEREAS, the City asserts that it has rights pursuant to easement, contract, City ordinance, and law to enter the CSX Yard to perform the Sewer Repair Work.

WHEREAS, CSX has previously denied the City access to the CSX Yard to perform the Sewer Repair Work due to concerns that the Sewer Repair Work would unreasonably interfere with CSX’s rail operations.

WHEREAS, the Parties wish to cooperate to develop a plan for the City to perform the Sewer Repair Work without unreasonably interfering with CSX’s rail operations.

WHEREAS, the Parties wish to preserve any and all claims or defenses that they may have against each other related to the Tolerated Claims, as defined in Paragraph 1 below, in light of the possibility that certain claims and defenses could be affected by statutes of limitation.

WHEREAS, the Parties have agreed to extend the period of time in which claims are tolerated to allow the parties to continue to cooperate regarding the Sewer Repair Work on the terms set forth below.

NOW THEREFORE, in light of the foregoing Recitals and in consideration of the mutual promises contained herein, and for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

TERMS

1. As of the Effective Date of this Amended Agreement, the Parties, and each of them, agree to toll the running of any statutes of limitation and any other statute, law, rule or principle of equity with similar effect (collectively “Statutes of Limitation”) with respect to any and all rights, claims, causes of action, counter-claims, third-party claims, cross-claims or defenses that could or might be asserted by the Parties against each other that are based on, or arise out of, the City’s claim of right to access and use the CSX Yard in order to perform the Sewer Repair Work (collectively the “Tolerated Claims”). The Statutes of Limitation of all Tolerated Claims shall be tolerated commencing upon the Effective Date of this Amended Agreement and shall continue to be tolerated until such time as this Amended Agreement is terminated pursuant to Paragraph 4 of this Amended

Agreement (the “Tolling Period”). The Parties, and each of them, agree that the Tolling Period shall be excluded from all computations of any limitations period applicable to the Tolleed Claims under any Statutes of Limitation. The Parties, and each of them, agree that they shall waive and shall not plead, assert, or otherwise raise any Statutes of Limitation applicable to the Tolleed Claims, to the extent such limitations period or other time related defense is tolled by this Amended Agreement, as a bar to or other limitation on any Tolleed Claim.

2. Each Party agrees that it will not file any administrative or judicial action or claim against the other Party related to any of the Tolleed Claims during the Tolling Period.

3. The Parties hereby agree to do the following during the Tolling Period:

- a. CSX shall, at its sole cost and expense, hire a qualified contractor (the “Contractor”) to perform the following tasks (the “Tasks”):
 - i. Locate those manholes on the CSX Yard whose location is not currently known, including Manholes 3, 4, and 5A;
 - ii. Perform a CCTV inspection of as much of the sewer lines as possible, based on line conditions, to allow at least limited inspection of the condition of the lines without interruptions to CSX operations;
 - iii. Plan said CCTV inspection and related activities in good-faith coordination with the City, including coordination to ensure that the flow through the sewer lines is low enough to allow the Contractor to perform the inspection and related activities effectively; and
 - iv. Provide the City the full and unredacted data, analysis, findings, and any other work product resulting from said CCTV inspection and related activities promptly after completing such inspection and activities.
- b. CSX shall provide the City the name of the Contractor that CSX intends to hire and details regarding the technology that the Contractor intends to use to perform the Tasks.
- c. Upon completion of the Tasks, CSX and the City shall discuss in good faith how to complete any necessary repairs to the manholes and/or sewer lines on and under the CSX Yard.

4. Either Party may terminate this Amended Agreement, without cause and in its sole discretion, upon written notice to the other Party, to be delivered to the address and in the manner set forth in Paragraph 7. The Amended Agreement shall remain in effect for thirty (30) days after the date the notice is received by counsel for the recipient Party in accordance with Paragraph 7 or through November 15, 2024, whichever date occurs first, unless the Parties agree to a different date pursuant to Paragraph 9 of this Amended Agreement (the “Termination Date”).

5. Except as expressly stated herein: (a) this Amended Agreement does not limit in any way the nature or scope of any defense, claim, or counterclaim related to the Tolled Claims, and (b) the Parties hereby reserve all rights, claims, remedies, and defenses of any kind related to the Tolled Claims.

6. This Amended Agreement does not constitute an admission or acknowledgement of any fact, conclusion of law, or liability by any Party for any purpose, nor an admission or acknowledgement on the part of any Party as to any applicable statute of limitations which the Parties may assert in any claim or cause of action related to the Tolled Claims.

7. Notices issued concerning this Amended Agreement shall be issued to the following parties unless changed by written notice to the other parties:

For the City (by e-mail):

Eric Pilsk
Kaplan Kirsch LLP
1634 I (Eye) Street, Suite 300
Washington, DC 20006
epilsk@kaplankirsch.com

With a copy to (by U.S. mail):

Michael Cohen
City Solicitor
City of Cumberland
213 Washington Street
Cumberland, MD 21502
mike@msclawllc.com

For CSX:

Sean M. Craig
Assistant General Counsel, Law Department
CSX Transportation
500 Water Street, J150
Jacksonville, Florida 32202
Sean_Craig@CSX.com

8. This Amended Agreement is not intended to affect any claims by or against third parties. This Amended Agreement will not preclude any Party from asserting any claims and/or defenses it may have against any other Party wholly unrelated to the Tolled Claims and/or the execution of this Amended Agreement.

9. No amendment to this Amended Agreement is valid unless it is in writing, signed by both Parties or their duly authorized representatives, and expressly states an intent to amend

this Amended Agreement. Any purported amendment that does not conform to the requirements of this paragraph shall be null and void.

10. Pursuant to Paragraph 8 of that Tolling Agreement entered into between the Parties effective May 2, 2024 (the “Original Tolling Agreement”), the Parties expressly state that, by signing this Amended Agreement, they intend to amend and restate the Original Tolling Agreement, and the Parties further agree that this Amended Agreement does amend and restate the Original Tolling Agreement.

11. This Amended Agreement constitutes the entire agreement between the Parties with respect to the subject matter it describes, and supersedes all other agreements that may exist, written or oral.

12. This Amended Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute together one and the same instrument. A facsimiled, imaged, scanned, photocopied or emailed copy of an original signature shall constitute an original signature.

13. This Amended Agreement shall be construed in accordance with, and be governed by, the laws of the State of Maryland.

IN WITNESS WHEREOF, the Parties hereto have caused this Amended Agreement to be executed by their duly authorized representatives as of the date above.

Mayor and City Council of Cumberland

CSX Transportation, Inc.

By: _____
Raymond M. Morriss, Mayor

By: _____
Sean M. Craig
Assistant General Counsel

File Attachments for Item:

. Order 27,585 - authorizing the execution of Change Order No. 1 with Marshall Ruby & Sons for additional work performed during the WRF Scum Pan Fiberglass Replacement project to remove, fabricate and reinstall the new SS mounts for the clarifier in an increased amount of \$3,870 bringing the total contract price not to exceed \$40,423

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

ORDER NO. 27,585

DATE: October 15, 2024

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., with Marshall Ruby & Sons, 20501 Rubys Industrial Road, Frostburg, Maryland, 21532, for additional work performed during the WRF Scum Pan Fiberglass Replacement project to remove, fabricate and reinstall the new SS mounts for the clarifier in an increased amount of Three Thousand Eight Hundred Seventy Dollars and No Cents (\$3,870.00) bringing the total contract price not to exceed Forty Thousand Four Hundred Twenty Three Dollars and No Cents (\$40,423.00).

Raymond M. Morriss, Mayor

Original Contract Price	\$36,553.00
Change Order No. 1	\$3,870.00
Total Contract Price after CO 1	\$40,423.00

Budget: 003.310.48100

Council Agenda Summary

Meeting Date: 10/15/2024

Key Staff Contact: Robert Smith, PE

Item Title:

Change Order #1 WRF Scum Pan Fiberglass Components

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

Change Order #1 for the WRF Scum Pan Fiberglass Components, performed by Marshall Ruby & Sons, in the lump sum cost of \$3,870.00. In addition to the work materials purchased, some work was performed in order to remove, fabricate, and reinstall the new SS mounts for the clarifier. This brings the total cost up to \$40,423.00

This purchase will utilize City Funds.

Amount of Award: \$3,870.00

Budget number: 003.310.48100

Grant, bond, etc. reference: City Funds

20501 Rubys Industrial RD, SW
Frostburg, MD 21532

PO# 25-529
V# 180594
Acct# 003.310.48100
Holli Coleman
9/26/24

Invoice

Date	Invoice #
9/25/2024	51674

Bill To
City of Cumberland Attn: Finance Department 57 N. Liberty St. Cumberland, MD 21502

EM-9/25/24

P.O. No.	Terms
	Net 30

[illegible]

Phone #	Fax #
301-689-9238	301-689-6121

File Attachments for Item:

. Order 27,586 - approving the sole source purchase from Sydnor Hydro for the purchase of one new Suction Base Elbow for the raw sewage pump at the Water Reclamation Facility in the not to exceed amount of \$29,500

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

ORDER NO. 27,586

DATE: October 15, 2024

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

THAT, the sole source purchase from Sydnor Hydro, 2111 Magnolia Street, Richmond, VA 23223, for the purchase of One (1) new Suction Base Elbow for the raw sewage pump at the Water Reclamation Facility, be and is hereby approved in the not to exceed amount of Twenty Nine Thousand Five Hundred Dollars and No Cents (\$29,500.00); and

BE IT FURTHER ORDERED THAT, this pricing is in accordance with City Code Section 2-171(d), which pertains to the purchase of equipment or services only available through a sole source or a source that has significant familiarity with the city resource for which the purchase is sought.

Raymond M. Morriss, Mayor

Budget: 003.310.48100

Council Agenda Summary

Meeting Date: 10/15/2024

Key Staff Contact: Robert Smith, PE

Item Title:

Main Pump Elbow for WRF

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

One of the original raw sewage pumps at the WRF has failed and a part needs to be replaced. The pumps are original to the plant which were installed in 1957. The suction elbow has corroded away and there are only two vendors in the east coast that perform this work. The lowest quote is by Sydnor Hydro with a lead time of 4-6 weeks at a cost of \$29,500.

This purchase will utilize City Funds.

Amount of Award: \$29,500.00

Budget number: 003.310.48100

Grant, bond, etc. reference: City Funds



Eddie Martin <eddie.martin@cumberlandmd.gov>

Fwd: Influent Pump Suction Elbow/Base RE: Hello From Sydnor Hydro

3 messages

Aaron Grove <aaron.grove@cumberlandmd.gov>

Fri, Sep 20, 2024 at 3:38 PM

To: Eddie Martin <eddie.martin@cumberlandmd.gov>, Vince Mckenzie
<vince.mckenzie@cumberlandmd.gov>

Aaron Grove

----- Forwarded message -----

From: **Jared Wray** <J.Wray@sydnorhydro.com>

Date: Fri, Sep 20, 2024 at 3:36 PM

Subject: Influent Pump Suction Elbow/Base RE: Hello From Sydnor Hydro

To: Aaron Grove (aaron.grove@cumberlandmd.gov) <aaron.grove@cumberlandmd.gov>

Aaron,

I heard back from Fairbanks and they actually have a casting in stock that needs to be machined and painted. Here is quote:

One (1) new Suction base elbow for SN K4436/K4437 with integral front head and SS casing wear ring can be delivered FOB Cumberland, MD 4-6 weeks after receipt of order for \$29,500.00. Note that I am checking on expediting the order to reduce lead-time to 1-2 weeks. Note that part weight is 1,300 lbs.

Let me know if you want to move on this while I pull together replacement pump quotes.

Sincerely,

Jared S. Wray, P.E.
Sydnor Hydro Inc.
Vice President
804-586-5614
j.wray@sydnorhydro.com
www.sydnorhydro.com

POTTER AND PARSONS, INC.

110 West Road, Suite 213 - Towson, MD 21204
Tel: 410-828-5544 - Fax: 410-828-5727

September 27, 2024

Quotation No. 46690

Mr. Aaron Grove
City of Cumberland
400 E. Offutt Street, Extended
Cumberland, MD 21502

Subject: Plant Influent Pumps
FM 15" Fig. 5710

Dear Aaron,

Below find quotes for a Combination Base/Elbow/Fronthead assembly, quantities 1 and 4,
and a Complete ABBA pump:

<u>Qty</u>	<u>Price Each/Total</u>
1 - #FMA-1633-6262 Combination Base/Elbow/Fronthead.....	\$71,883.00/\$71,883.00
Wear ring included.	
4 - #FMA-11633-6262 Combination Base/Elbow/Fronthead.....	\$48,512.00/\$194,048.00
*Quantity 4 must be purchased.	
Wear ring included.	
1 - Complete ABBA Pump, Model FMA1611C/XT60, to include volute, combination base/elbow/fronthead, impeller, wear rings (impeller and fh), packed stuff box, and XT60 bearing frame. All parts and components in standard materials and construction. Replacement pump will be a direct drop in replacement. Budget Price.....\$116,565.00	

Shipment is f.o.b. factory. Freight charges will be added to quoted assemblies.

Shipment can take place approximately 24 weeks after receipt of order.

PRICES ARE VALID FOR 30 DAYS

Very truly yours,

Bill Ludwig
Potter and Parsons, Inc.



Eddie Martin <eddie.martin@cumberlandmd.gov>

Fwd: Replacement Fairbanks Pumps- STH No bid

1 message

Aaron Grove <aaron.grove@cumberlandmd.gov>

Fri, Sep 27, 2024 at 3:21 PM

To: Eddie Martin <eddie.martin@cumberlandmd.gov>, Vince Mckenzie
<vince.mckenzie@cumberlandmd.gov>

Aaron Grove

----- Forwarded message -----

From: **Cameron Hallock** <cah@sthinc.com>

Date: Fri, Sep 27, 2024 at 3:14 PM

Subject: Replacement Fairbanks Pumps- STH No bid

To: aaron.grove@cumberlandmd.gov <aaron.grove@cumberlandmd.gov>

Aaron,

Thank you for the time on the phone earlier this week. Per our conversation, STH is not able to provide a quote for a direct bolt in replacement unit. While we may be able to provide an alternate selection, it is my professional opinion that the piping modifications and labor needed would negate any cost benefit.

We look forward to working with the city on future opportunities. Any time we can be of help answering questions, etc., on pumps and controls just let me know.

Thanks!

**Cameron Hallock***Municipal/Industrial Account Representative*

O: 301-682-3390,134 • D: 240-772-9547 • M: 301-370-3949

97-D Monocacy Blvd, Frederick, MD 21701

cah@sthinc.com





Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Fwd: Headworks Pump Sole Source Request

1 message

Holli Coleman <holli.coleman@cumberlandmd.gov>
To: Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Thu, Oct 10, 2024 at 9:29 AM

----- Forwarded message -----

From: **Eddie Martin** <eddie.martin@cumberlandmd.gov>

Date: Fri, Oct 4, 2024 at 7:45 AM

Subject: Re: Headworks Pump Sole Source Request

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

Cc: Holli Coleman <holli.coleman@cumberlandmd.gov>, Vince Mckenzie <vince.mckenzie@cumberlandmd.gov>, Zach Sloane <zach.sloane@cumberlandmd.gov>

Will do.

On Fri, Oct 4, 2024 at 7:41 AM Robert Smith <robert.smith@cumberlandmd.gov> wrote:

Ed - Please notify the supplier that an order will be placed in a few weeks if they can get the ball rolling for us.

Holli - Please add this to the 10/15 M&CC agenda.

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

On Thu, Oct 3, 2024 at 5:58 PM Jeff Silka <jeff.silka@cumberlandmd.gov> wrote:

I approve.

Sent from my iPhone

On Oct 3, 2024, at 4:21 PM, Robert Smith <robert.smith@cumberlandmd.gov> wrote:

Jeff - One of the Raw Sewage Pumps at the WRF has failed and a part needs to be replaced. The pumps are original to the plant which were installed in 1957. The suction elbow has corroded away and there are only two vendors on the east coast that perform this work. Our third option to get this part declined to quote it b/c it would be too costly to fabricate the part. We received two quotes which are attached. Sydnor Hydro can have one of these elbows available in 4-6 weeks at a cost of \$29,500. The second quote requires the fabrication of a new mold to cast the part which we may have to do if another elbow fails in the future.

We'll need to start budgeting to replace these pumps in the near future as the repair parts are becoming harder to find or fabricate. A new pump is \$117,000 but we'll need to do some additional research to confirm that pump is appropriate for the future since we'll need 4 of them. Unfortunately, pump sizing is not my forte. This is a project listed in the CIP but does not have any substantial grant

funds awarded to date. We turned down the loan money for the project earlier this year so that we could reapply for future grant funds to the project. MDE refused to consider BRF funds for the project since they funded it with loan funds.

I'm requesting authorization to Sole Source this purchase under Section 2-171(d)(3) of the purchasing policy and include it on the 10/15 M&CC agenda for approval. This purchase will be charged against the WRF equipment maintenance budget. 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

<Main Pump Elbow Quote.pdf>

--

Edward J. Martin

City Of Cumberland, MD

Water Reclamation Coordinator

Cell -301-876-0599

Office - 301-759-6648

eddie.martin@cumberlandmd.gov

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Holli Coleman

Admin Assoc I

400 E. Offutt St Ext

Cumberland, MD 21502

Direct: 301-759-6644

Email: holli.coleman@cumberlandmd.gov

File Attachments for Item:

. Order 27,587 - accepting the proposal from responsive bidder Metro Recreation, Inc. for the 2024 Constitution Park Playground Equipment Replacement (City Project 2024-19-RECR) in the amount not to exceed \$180,000.00, and rejecting all other proposals received for this project

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

ORDER NO. 27,587

DATE: October 15, 2024

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

THAT, the proposal from responsive bidder Metro Recreation, Inc., 4907 Camden Place North, Jefferson, MD 21755, for the 2024 Constitution Park Playground Equipment Replacement (City Project 2024-19-RECR) be and is hereby accepted in the amount not to exceed One Hundred Eighty Thousand Dollars and No Cents (\$180,000.00); and

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

Raymond M. Morriss, Mayor

Company	Bid Amount
Metro Recreation, Inc.	\$180,000.00
Cunningham Recreation	\$176,328.06

Budget: 115.075C.63000

Council Agenda Summary

Meeting Date: 10/15/2024

Key Staff Contact: Matt Idleman, P.E.

Item Title:

Award 2024 Constitution Park Playground Equipment Replacement, City Project # 2024-19-RECR

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

Award 2024 Constitution Park Playground Equipment Replacement Contract to responsive bidder, Metro Recreation Inc., in the lump sum cost of \$180,000.00.

This project includes the design, provision, and installation of new playground equipment at Constitution Park. Equipment design must meet the Americans with Disabilities Act (ADA) and utilize International Playground Equipment Manufacturers Association Standards (IPEMA) certified equipment that meets or exceeds all federal and state guidelines and conforms to the playground-related technical standards set by the American Society of Testing Materials International (ASTM) and the US Consumer Products Safety Commission. The City is looking to replace the existing equipment with a similar style of equipment, adventure style.

This project was advertised for bid on 8/22/24. Bids closed on 9/18/24, with two qualified bids being received from Cunningham Recreation and Metro Recreation Inc. The winning bid was decided based on overall design.

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

Amount of Award: \$180,000.00

Budget number: 115.075C.63000

Grant, bond, etc. reference: City Funds & CDBG

CITY OF CUMBERLAND MARYLAND

PROJECT INFORMATION	
Project Title:	2024 Constitution Park Playground Equipment Replacement
City Project:	2024-19-RECR
Contract Length:	90 Calendar Days
BID OPENING	
Date & Time:	9/18/2024 2:00 PM EDT
Location:	Virtual - Beacon Bid Solicitation Website

CERTIFIED BID TABULATION	
BIDDER	BIDDER
Cunningham Recreation	Metro Recreation Inc
150 PlayCore Drive SE Fort Payne, AL 35967	4907 Camden Place North Jefferson, MD 21755

Cunningham Recreation	Metro Recreation Inc
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BID ITEMS							
ITEM NO.	DESCRIPTION OF BID	UNITS	QTY.	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Playground Equipment Maintenance	LS	1	\$ 176,328.06	\$ 176,328.06	\$ 180,000.00	\$ 180,000.00

Note: Metro Recreation was selected based on the overall design elements and was decided by a board vote.

Cunningham Recreation		Metro Recreation Inc	
Bid	✓	Bid	✓
AoQt8	✓	AoQt8	✓
LPC	N/A	LPC	N/A
ARVF	✓	ARVF	✓
TOTAL BID:			
\$ 176,328.06		\$ 180,000.00	

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



Matt Idleman
Deputy Director of Engineering

File Attachments for Item:

. Order 27,588 - authorizing the execution of Change Order No. 5 with Triton Construction for additional work not specified in the original contract consisting of additional asphalt, modular suspended pavement system, additional granite for the Liberty St. Parklet Water Feature, the Mechanic Street 18" Waterline Tie-In and signs, for the Baltimore Street Access Project (City Project 12-16-M) in the amount of \$267,995.78, bringing the new contract value to \$15,188,116.52

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

ORDER NO. 27,588

DATE: October 15, 2024

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

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 5 with Triton Construction, PO BOX 1360, 1944 Winfield Road, Saint Albans, WV 25177, for additional work not specified in the original contract consisting of additional asphalt, modular suspended pavement system, additional granite for the Liberty St. Parklet Water Feature, the Mechanic Street 18" Waterline Tie-In and signs, for the Baltimore Street Access Project (City Project 12-16-M) in the amount of Two Hundred Sixty Seven Thousand Nine Hundred Ninety Five Dollars and Seventy Eight Cents (\$267,995.78), bringing the new contract value to Fifteen Million One Hundred Eighty Eight Thousand One Hundred Sixteen Dollars and Fifty Two Cents (\$15,188,116.52).

Raymond M. Morriss, Mayor

Triton Construction	<i>Contract Price</i>
Original Contract Price	\$14,638,500.00
Change Order No. 1	\$98,775.00
Change Order No. 2	\$45,160.00
Change Order No. 3	\$120,225.94
Change Order No. 4	\$17,459.80
Change Order No. 5	\$267,995.78
Total Contract Value after CO 5	\$15,188,116.52

Budget: 115.099M.6300T

Council Agenda Summary

Meeting Date: 10/15/2024

Key Staff Contact: Matt Idleman, P.E.

Item Title:

Change Order No. 5 to Baltimore Street Access Project, 12-16-M

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

This change order is to add work not specified in the original contract in the amount of \$267,995.78 in order to meet the new requirements of the project. This work consists of additional asphalt, modular suspended pavement system, additional granite for the Liberty St Parklet Water Feature, the Mechanic Street 18" Waterline Tie-In, and signs. This totals an increase of \$267,995.78 in the project.

Some of these costs will be associated with a counteracting decrease in the project contract price through a future change order. For example, see below:

- Item 7038A – Unused Modular Suspended Pavement System – 270 EA
 - CO Cost = \$68,124.22
 - Item 7002 x 270 = \$81,000
 - Net cost = \$(12,875.78) SAVINGS
- Item 8115A – Sheet Aluminum Signs on Signal Mast Arm – 49.5 LF
 - CO Cost = \$5,399.25
 - Item 8004 x 49.5 = \$1,237.50
 - Net cost = \$4,161.75

This will increase the total contract price from \$14,920,120.74 to \$15,188,116.52

This change order will be paid with City funds in addition to a portion being reimbursable through TAP.

Amount of Award: \$267,995.78

Budget number: 115.099M.6300T

Grant, bond, etc. reference: City Funds, TAP

Change Order 5

Item #	Item Description	Qty	Unit Price	Unit	Total	TAP %	Tap \$	City %	City \$
1018A	Compensation for Lost Production due to Site Conditions	1	\$96,567.88	LS	\$96,567.88	0%	\$0.00	100%	\$96,567.88
5025A	Superpave Asphalt 9.5MM for Wedge and Level	41.94	\$248.66	SY	\$10,428.80	51%	\$5,339.55	49%	\$5,089.25
7038A	Unusued Modular Suspended Pavement System	1	\$68,124.22	LS	\$68,124.22	0%	\$0.00	100%	\$68,124.22
7039A	Additional Granite for Liberty St Parklet Water Feature	1	\$5,448.54	LS	\$5,448.54	0%	\$0.00	100%	\$5,448.54
8114A	Mechanic Street 18" Waterline Tie-In	1	\$82,026.88	LS	\$82,026.88	0%	\$0.00	100%	\$82,026.88
8115A	Sheet Aluminum Signs on Signal Mast Arm	49.5	\$109.08	SF	\$5,399.46	80%	\$4,319.57	20%	\$1,079.89
					\$267,995.78		\$9,659.11		\$258,336.67

File Attachments for Item:

. Order 27,589 - approving the sole source proposal from Woodvalley Strategies to perform the ten year update of the City's Comprehensive Plan, as required by law, in the amount not to exceed \$40,000

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

ORDER NO. 27,589

DATE: October 15, 2024

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

THAT, the sole source proposal from Woodvalley Strategies, 203-R Secretariat Drive, Havre De Grace, MD 21078, to perform the 10 year update of the City's Comprehensive Plan, as required by law, be and is hereby approved in the not to exceed amount of Forty Thousand Dollars and No Cents (\$40,000.00).

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: October 11, 2024

Key Staff Contact: J F. Silka

Item Title:

Sole Source Approval for Comprehensive Planning Consultant

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

Seek sole source approval for Woodvalley Strategies to perform the ten-year update of the City's Comprehensive Plan as required by law. We applied for a grant to cover the process but get not receive funding.

(please refer to the attached documents for the details)

Amount of Award: 40,000

Budget number:

Grant, bond, etc. reference:

The Purpose of a Comprehensive Plan

A comprehensive plan is a statutory requirement to set forth a strategic vision and road map for communities. It is a written document which provides a vision for the future of a community/local government. Due to the fact it requires the public's input, it's actually a community's goals for itself. In addition to a vision, a comprehensive plan also includes steps which are needed to make that vision a reality. The Maryland Department of Planning requires local governments to review their comprehensive plans every 10 years. The City of Cumberland's last comprehensive plan was written in-house in 2013. Due to the fact positive change is occurring in the community after many years of disinvestment, it is important that the next plan is crafted correctly. The City of Cumberland does not have the capacity to create the next comprehensive plan. A professional consultant is needed to craft a well-defined vision for Cumberland's future growth and development.

Creating a comprehensive plan can be a daunting task that requires adequate research, discussion, and public input. Cumberland's last Comprehensive Plan was created and written by staff. The strategy this time, if funding allows, would be to hire a professional consultant who specializes in creating comprehensive plans.

Hiring a consultant not only provides a specialized service and expertise but they can ask the questions: Does the existing comprehensive plan include all required State of Maryland elements? Does it include the 12 MDP planning visions? Do the annual reports identify issues of concern? Have any neighboring communities amended their comprehensive plan in a way that impacts Cumberland? Were recommendations from the previous comprehensive plan implemented? Does the existing comprehensive plan have the correct statutory references and address changes to state law since adopted? Does new Census data reflect changes in Cumberland that a new plan should address? Do the goals, objectives, and strategies of the previous comprehensive plan still apply? Have there been any annexations that should be accounted for? Does Cumberland have enough available land for desired development? Has Cumberland acquired or lost any major employers?

Comprehensive Plan 10-Year Review Cycle

The Maryland Department of Planning (Planning) has developed a transition schedule for the comprehensive plan 10-year review cycle, in coordination with the Maryland Municipal League (MML) and the Maryland Association of Counties (MACo), as a service to local jurisdictions and planning officials. This publication serves as a guide to assist county and municipal planning commissions, planning boards and their staff, formulate procedures and make decisions on periodically reviewing the comprehensive plan as a guide to growth in the community. Planning is also writing *Models & Guidelines: The Comprehensive Plan 10-Year Review Cycle*.

This transition schedule will not preclude local jurisdictions from adopting changes or amendments at any time to address changes in the jurisdiction or to update land use policies and recommendations to guide future growth and development decisions.



Planning has published this page to keep you informed about the Comprehensive Plan 10-Year Review Cycle and to direct you to other sources of information.

To see the latest transition schedule, click on the Transition Schedules for [counties](#) or [municipalities](#). If your schedule needs updating, please contact your [Regional Planner](#) to request assistance.

Why should you review your comprehensive plans?

Overview

In 2013, the Maryland General Assembly passed and the governor signed [House Bill 409](#) that changed the review cycle for comprehensive plans from every 6 years to every ten. The bill also directed Planning to work with MML and MACo to create a schedule to facilitate this transition.

This legislation affects every jurisdiction. Planning has published guidance and a checklist entitled [Managing Maryland's Growth – Transitioning to the Comprehensive Plan 10-Year Review Cycle](#).

We are hopeful that you will find these resources informative and a useful guide for decision making on comprehensive plan reviews, amendments and updates.

- Download Transitioning to the [Comprehensive Plan 10-Year Review Cycle](#)

What legislation has changed?

2013

In the 2013 General Assembly session, legislation passed which amended Sections 1-207, 1-416, 1-509, 3-301 and 3-303 of the Land Use Article, Annotated Code of Maryland.

This legislation changed the review process and cycle of comprehensive plans:

1. Local comprehensive plan and zoning reviews cycles were increased from six years to 10 years;
2. All planning commissions and boards are required to file a local annual report with their jurisdiction's legislative body at least once with the five-year period after the adoption or review of the local jurisdiction's comprehensive plan;
3. Planning in coordination MACo and MML, is directed to create a schedule to transition the comprehensive planning cycle of each local jurisdiction from a six-year cycle to a 10-year cycle by December 1, 2015, coinciding with the release of census data; and
4. All jurisdictions that adopted growth tiers, as outlined in 2012 septic law, are required to incorporate their growth tier map into its comprehensive plan at the time the jurisdiction was scheduled to conduct its six-year comprehensive plan review prior to the effective date of this legislation. Growth tiers that are not incorporated into the comprehensive plan will no longer be considered adopted.

2015

In the 2015 session, legislation passed that amended Sections 3-204 and 3-205 of the Land Use Article, Annotated Code of Maryland.

This legislation changed the authority of a local legislative body for a non-charter county or municipality to adopt, amend or reject a comprehensive plan submitted by its planning commission:

1. The legislative body of a non-charter county or municipality is authorized to adopt, modify, remand or disapprove all or part of a comprehensive plan submitted by its planning commission;
2. The legislative body is required to hold a public hearing before adopting or modifying the plan and authorizes the body to hold a public hearing before remanding or disapproving the plan;
3. The planning commission is required to hold a public hearing before submitting a new recommended plan to the legislative body, if the body remanded or disapproved the prior submitted plan;
4. The local legislative body is required to approve, modify, remand or disapprove a submitted plan within 90 days after receipt, otherwise the recommendation of the planning commission shall be considered approved; and
5. The legislative body may extend the 90-day public hearing deadline up to an additional 60 days if there are pressing circumstances preventing the body from acting on the plan within 90 days.

Sources for the legislative changes

1. Search the Maryland General Assembly [home page](#) or [Statute Look Up](#) website;
2. Search the Unannotated Code of Maryland on the [LexisNexis.com](#) website; or
3. Search the [MACo Legislative Tracker Database](#) website.

Print copies of the Land Use Article are available at local libraries and Planning or are available for purchase from the publisher (\$91 in-state). Call the publisher, LexisNexus, at (800) 223-1940 and ask for the 2012 Maryland Code Annotated Land Use Article.

Getting assistance

The Maryland Department of Planning is available to provide technical assistance. Please contact your [Regional Planner](#) to request assistance.

[Back to Top](#)



Maryland Department of Planning

120 E. Baltimore St, Suite 2000
Baltimore, MD 21202
(410) 767-4500

[Contact Us](#) [Email Us](#)



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Comprehensive Plan Report and Review Schedule – Municipalities (Planning Commissions or Boards may update their Comprehensive Plan at any time)

Jurisdiction Municipalities	Comprehensive Plan Adoption Year	Local Jurisdiction Annual Report	APCO BL Annual Report	5-Year Mid Cycle Report	10-Year Cycle Review	Jurisdiction Municipalities	Comprehensive Plan Adoption Year	Local Jurisdiction Annual Report	APCO BL Annual Report	5-Year Mid Cycle Report	10-Year Cycle Review
Aberdeen	2022	Annually	Every even year	*	2031-2033	Fruitland	2008	Annually	Every even year	*	2022-2025
Accident	2009	Annually	Every even year	*	2022-2025	Funkstown	2006	Annually	Every even year	*	2022-2025
Annapolis	2009	Annually	Every even year	*	2022-2025	Gaithersburg	2023	Annually	-----	*	2031-2033
Baltimore City	2009	Annually	-----	*	2022-2025	Galena	2009	Annually	-----	*	2022-2025
Bartley	2009	Annually	-----	*	2022-2025	Goldboro	2009	Annually	-----	*	2022-2025
Bethesda	2021	Annually	-----	*	2031-2033	Grainville	2009	Annually	-----	*	2022-2025
Big Air	2022	Annually	Every even year	*	2031-2033	Greenboro	2010	Annually	Every even year	2022	2022-2025
Bolton	2010	Annually	-----	*	2022-2025	Hagerstown	2010	Annually	Every even year	-----	2031-2033
Bethesda	2008	Annually	-----	*	2022-2025	Hampstead	2010	Annually	-----	*	2022-2025
Boonsboro	2009	Annually	Every even year	2019	2022-2025	Hancock	2010	Annually	-----	*	2022-2025
Brockville	2022	Annually	-----	*	2032-2034	Harris Grace	2010	Annually	-----	*	2022-2025
Brownsville	2023	Annually	Every even year	*	2032-2034	Harrison	2010	Annually	-----	*	2022-2025
Burkittsville	2015	Annually	-----	*	2031-2033	Henderson	2009	Annually	-----	*	2022-2025
Candor	2011	Annually	-----	2019	2022-2025	Hillsboro	2009	Annually	-----	*	2022-2025
Carlisle	2010	Annually	-----	*	2022-2025	Hurlock	2009	Annually	-----	*	2022-2025
Centerville	2023	Annually	-----	*	2031-2033	Indian Head	2009	Annually	Every even year	*	2022-2025
Charleston	2008	Annually	-----	*	2022-2025	Keseyville	2010	Annually	Every even year	*	2022-2025
Chesapeake Beach	2021	Annually	-----	*	2031-2033	La Plata	2020	Annually	Every even year	*	2031-2033
Chesapeake City	2010	Annually	-----	*	2022-2025	Laurel	2016	Annually	Every even year	*	2031-2033
Chesapeake	2015	Annually	-----	*	2031-2033	Laytonville	1999	Annually	-----	*	2022-2025
Church Creek	2005	Annually	-----	*	2022-2025	Leonardtown	2010	Annually	-----	*	2022-2025
Church Hill	2010	Annually	-----	*	2022-2025	Loch Lynn Heights	2024	Annually	-----	2029	2012-2015
Clear Spring	1996	Annually	-----	*	2022-2025	Lonsdale	2010	Annually	-----	*	2022-2025
Chillicothe	2010	Annually	-----	*	2022-2025	Manchester	2018	Annually	Every even year	*	2031-2033
Cum-Sol-Land	2013	Annually	-----	*	2022-2025	Mandeville	2011	Annually	-----	*	2022-2025
Danvers	2009	Annually	-----	*	2022-2025	Marshall	2009	Annually	-----	*	2022-2025
Denton	2022	Annually	-----	*	2031-2033	Middletown	2010	Annually	-----	2022	2022-2025
East New Market	2010	Annually	-----	*	2022-2025	Millington	2023	Annually	-----	*	2031-2033
Easton	2010	Annually	-----	*	2022-2025	Mount Airy	2014	Annually	Every even year	*	2022-2025
Elkton	2010	Annually	-----	*	2022-2025	Mount Lees	2010	Annually	-----	*	2022-2025
Emmitsburg	2015	Annually	-----	2020	2031-2033	Myersville	2024	Annually	-----	2028	2031-2033
Frederick	2009	Annually	-----	*	2022-2025	New Market	2017	Annually	-----	2022	2031-2033
Frederick	2020	Annually	-----	*	2031-2033	New Windsor	2010	Annually	-----	*	2022-2025
Friendship	2008	Annually	-----	*	2022-2025	North Beach	2012	Annually	-----	*	2022-2025
Frederick	2011	Annually	-----	*	2022-2025	North East	2012	Annually	-----	*	2022-2025

* A Mid Cycle Report is due 5 years after the comprehensive plan adoption date, pursuant to Section 1-207(c)(6) of the Land Use Article. An (*) will appear in this column if the report has not been received. When received, the year will be displayed in this column. For more information or report inquiries, please contact David Dahlstrom at david.dahlstrom@mdand.gov.

**At least once every ten (10) years, each planning commission shall review the comprehensive plan and, if necessary, revise or amend the comprehensive plan, pursuant to Section 1-416 of the Land Use Article. Additionally, to the extent practicable, this schedule includes a flexible range in years to allow a local jurisdiction to access certain U.S. Census data at the beginning of the comprehensive plan review process. In general, this schedule provides commencement of the plan review process one year prior, and two years after, the ten-year adoption anniversary.

Woodvalley Strategies

Jamie Kendrick

Jamie is the founder of Woodvalley Community Strategies, having served in a variety of public and private-sector roles in his 25-year career in community and transportation planning. After receiving his master's degree in city and regional planning from the University of Pennsylvania, he began his career at the Citizens Planning and Housing Association, a Baltimore-based community engagement organization. There he organized a 2,000-member transit riders advocacy group and worked on regional transportation policy reform. He then served two tours of service at the Maryland Transit Administration, first as an assistant to the Administrator and then as Deputy Executive Director of the Office of Transit Development and Delivery which oversaw the Baltimore Red Line and National Capital Purple Line, the largest transit public-private partnership (P3) ever advanced in the United States.

In between, he served nearly six years as Deputy Director of the Baltimore City Department of Transportation where he oversaw the planning and delivery of the agency's \$600 million capital improvement program. Jamie was also responsible for the launch of the Charm City Circulator and Harbor Connector, and served as the Mayor's representative on the Baltimore Regional Transportation Board. In 2017, he then joined Sabra & Associates (now Mead & Hunt) and managed dozens of projects ranging from realignment of the Baltimore City Public Schools pupil transportation program to transit programs for the DC Department of Transportation, and later to municipal comprehensive plans and bicycle-pedestrian projects.

Jamie grew up in Elkridge, spent most of his career in Baltimore, and now lives in Havre de Grace, MD.

Sole Source Justification

Uniqueness – Jamie Kendrick of Woodvalley Strategies fills a unique niche which the City of Cumberland requires. Not only is he located within the State of Maryland, thus can travel to Cumberland easily, he has experience on the development and creation of Comprehensive Plans for small cities and municipalities. This is important because small cities and municipalities have needs which are different than larger municipalities and Counties. Due to Mr. Kendrick's previous experience, his firm will be able to pivot and address the areas of a comprehensive plan requiring attention, without devoting time to irrelevant areas. Many of the municipalities he has worked with are within the State of Maryland, thus is familiar with the State of Maryland Dept. of Planning requirements.

Timeframe – The Cumberland Comprehensive Plan was originally due in 2019 but due to House Bill 409, the review cycle was changed from 6 years to 10 years. This change allowed the City of Cumberland's updated Comprehensive Plan to be due no later than 2025 (12 years since the last comprehensive plan). If you look at Mr. Kendrick's proposed timeline, he can complete the City of Cumberland Comprehensive Plan by the end of 2025. If we go through the RFP process it is unlikely the city will meet the 2025 deadline. In addition to this, due to our unique needs, it is likely many proposals received from a publicly advertised RFP will be submitted from out of State and will come in at a price above \$40,000.



October 7, 2024

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

RE: Proposal – Comprehensive Plan

Dear Mr. Silka:

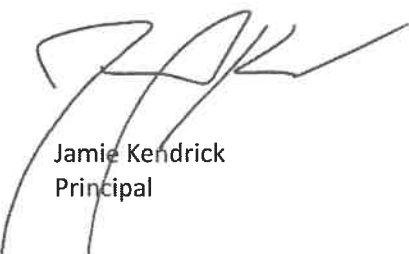
I am pleased to submit the attached proposal to the City of Cumberland for updating the City's comprehensive plan. As we have discussed, the purpose of updating the plan is to meet Maryland's statutory requirements for comprehensive planning and to set forth a strategic vision and road map for continuing Cumberland's renaissance.

The attached proposal describes the agreed upon planning process and assumptions made in crafting it, a project performance schedule, and a fee schedule. Upon approval by the City Council, your signature below indicates notice to proceed with the work.

Also included with this letter is WCS' certificate of good standing from SDAT, form W-9, and insurance certificate.

Should you have any questions, please contact me at 410-948-9444 or jamie@woodvalleystrategies.com. Thank you so much for the opportunity to work with the City on this project. I am looking forward to working with you.

Sincerely,


Jamie Kendrick
Principal

ACCEPTED:

Jeffrey Silka
City Administrator

Date

203-R SECRETARIAT DRIVE, HAVRE DE GRACE, MD 21078
WWW.WOODVALLEYSTRATEGIES.COM
410-948-9444

City of Cumberland, Maryland

Comprehensive Plan

Proposed Scope of Work

Phase I: Discovery Phase

The purpose of the discovery phase is to gather sufficient information through both technical research and stakeholder input to frame key issues for the comprehensive plan. The consultant will:

- perform a thorough review of plans, studies, and other information provided by the City deemed to be pertinent to this project. The purpose of this review is to identify topical gaps in planning (i.e. out of date, missing, goals accomplished, etc.), document progress on those plans and studies and determine which should remain as part of the planning process, etc.
- review and summarize demographic, economic and other planning data.
- identify 3 peer communities that may provide insights as to trends, programs and policies, etc. that would benefit or should be considered for Cumberland. These peer communities would be engaged in Phase 2.
- perform 12 - 15 stakeholder interviews to gather qualitative inputs that inform the establishment of planning priorities and goals. Stakeholders to be primarily identified by the City and may include elected officials, agency heads, community and business partners, etc.
- Facilitate one in-person Steering Committee meeting and two online meetings.
 - Meeting #1 will be a series of topical presentations by local subject matter experts on topics to be determined (infrastructure, housing and community development; recreation, parks, and tourism; business and economy, etc.
 - Meeting #2 will be a consultant presentation on themes and findings on the research to date, and an initial discussion of focus areas for the comprehensive plan and development of the work program for Phase 2.

Phase 1 Deliverables

- Research memo and accompanying slide deck on “existing conditions” and
- Slide deck on proposed themes and goals for comprehensive plan
- Work plan for Phase 2: Plan Development.

Phase 1 Schedule

Mid-November – Mid-February

Phase 2. Plan Development

The work plan for Phase 2 will be developed with the Steering Committee as described above. The comprehensive plan should be strategic in nature focused on themes of priority and opportunity, while also meeting the requirements of the Land Use Article of the Annotated Code of Maryland.

It is anticipated that there would be one in-person steering committee meeting and one in-person briefing of the Planning Commission in Phase 2.

General activities would include:

- Further research and development of plan chapters with an emphasis on the 3 – 5 priority areas identified through Phase 1.
- Creation of virtual workgroups on up to three of the priority areas. Each workgroup would convene up to three times to provide more detailed assessment, develop and vet tactics and strategies, and review the appropriate comprehensive plan chapter(s) before submittal to the Planning Commission. This may include engagement of peer cities and subject matter practitioner experts to provide insights and ideas for consideration by the work groups.
- Draft plan chapters and/or draft plan

Phase 2 Schedule

Late February – mid-July 2025

Work Group Example.

- The discovery phase identifies housing and community development outside of the downtown area as a focus area for the comprehensive plan; work on this focus area will be the basis for the housing, community facilities, and development regulation element of the comprehensive plan.
- Participants in the work group would include representatives of the city's planning, community development and economic development departments; representatives from appropriate county and state agencies, and community representatives designated by the City Manager.
- The work group would review baseline documents (ex: 2020 Comprehensive Housing Strategy for Cumberland; Blight Action Plan; Real Estate Market Analysis) and discuss what has and hasn't been implemented; how or why strategies haven't been implemented; and discuss strategies to build from prior work or address new and emerging issues.

Phase 3. Plan Adoption

This phase will be designed to meet state requirements for review and adoption of the comprehensive plan including state clearinghouse review, public hearings, planning commission and city council meetings, etc. The plan will be updated to a reasonable degree at each stage of review and approval.

Phase 3 Schedule

mid-July 2025 – November 2025

Assumptions and Exclusions

It is assumed that:

- City staff will be prompt in providing data and documents needed to develop the plan and in reviewing and commenting on plan chapters.
- No municipal growth element is required; no technical analysis of utility capacity is required to complete the water resources element.
- City will provide all available GIS data or arrange for data from partner agencies at no cost to the consultant.
- City staff will be responsible for arranging and scheduling all in-person meetings.
- Consultant attendance will be required at no more than five in-person activities (kick-off/steering committee meetings; planning commission and city council meetings; etc.) To the extent that in-person activities are held during the planning process, every effort will be made to hold those activities on Wednesday, Thursday or Friday. Additional in-person activities will be charged at \$500 per day.
- There will be no “broad reach” public engagement activities led by the consultant, although the consultant will provide reasonable content for such activities for use by the staff.
- The final plan document will be at a moderate level of graphic design. Photos and images used in the plan will be open source or provided by the City.

Project Schedule

The project budget assumes that from Notice to Proceed through submittal of the plan to the state clearinghouse is seven months followed by a four-month adoption review and process as directed by state law.

Fee Schedule

Date	Amount	Description
Nov-24	\$ 6,000	execution of agreement
Dec-24	\$ 2,750	progress payment
Jan-25	\$ 2,750	progress payment
Feb-25	\$ 2,750	progress payment
Mar-25	\$ 2,750	progress payment
Apr-25	\$ 2,750	progress payment
May-25	\$ 2,750	progress payment
Jun-25	\$ 2,750	progress payment
Jul-25	\$ 4,750	submittal to state clearinghouse
Aug-25	\$ 2,000	progress payment
Sep-25	\$ 2,000	progress payment
Oct-25	\$ 2,000	progress payment
Nov-25	\$ 4,000	adoption by planning commission
TOTAL	\$ 40,000	

City of Cumberland Comprehensive Plan

	11-Nov	25-Nov	9-Dec	23-Dec	6-Jan	20-Jan	3-Feb	17-Feb	3-Mar	17-Mar	31-Mar	14-Apr	28-Apr	12-May	26-May	9-Jun	23-Jun	7-Jul	21-Jul	4-Aug	18-Aug	1-Sep	15-Sep	29-Sep	13-Oct	27-Oct	10-Nov	24-Nov	8-Dec
Phase 1: Discovery	Letter Agreement																												
	Plan Review & Data Development																												
	Initial Interviews																												
	SC #1: Plan Orientation, Presentations and Discussion (In-person)																												
	Further Interviews, Research & Focus Areas																												
Phase 2: Plan Development	SC #2: Determine Planning Focus Areas for Phase 2																												
	Develop & Approve Phase 2 Work Plan																												
	Approve Phase 2 Work Plan (Council or PC briefing)?																												
Phase 3: Plan Adoption	Commence work groups on each focus area; Peer engagement panels																												
	SC #3: Plan Development Update																												
	Council/Planning Commission Briefing																												
	First full draft due																												
	SC #4 - review full draft																												
Phase 4: Plan Implementation	Second full draft/PC approval for release to clearing house																												
	Release for State Clearinghouse Review																												
	Address clearinghouse and internal comments																												
	Planning Commission Public Hearing																												
	PC Review & Recommendation																												
Phase 5: Plan Evaluation	Council Public Hearing																												
	Council Review & Adoption																												

Work Period
 Steering Committee/Stakeholder Activity
 Deliverable

STATE OF MARYLAND
Department of Assessments and Taxation

I, Michael L. Higgs, Director of the State Department of Assessments and Taxation, hereby certify that the attached document, consisting of 1 pages, inscribed with the same Authentication Code, is a true copy of the public record of the

Articles of Organization

for

WOODVALLEY COMMUNITY STRATEGIES LLC

(Department ID: **W24834871**)

I further certify that this document is a true copy generated from the online service with the State Department of Assessments and Taxation.

In witness whereof, I have hereunto subscribed my signature and affixed the seal of the State Department of Assessments and Taxation of Maryland at Baltimore on this March 07, 2024.



Michael L. Higgs
Director



301 West Preston Street, Baltimore, Maryland 21201
Telephone Baltimore Metro (410) 767-1344 / Outside Baltimore Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice

Online Certificate Authentication Code: GLvNpgWaikC4M-U_mogStg
To verify the Authentication Code, visit <http://dat.maryland.gov/verify>

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2	Business name/disregarded entity name, if different from above.	
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6	City, state, and ZIP code	
	7	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



WOODCOM-01

SWHITE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** is **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 104

Avery W. Hall Insurance Agency, Inc.
308 E. Main Street
Salisbury, MD 21801

CONTACT NAME:

PHONE

(A/C, No, Ext): (410) 742-5111

FAX (A/C, No): (410) 742-5182

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : United States Liability Ins Co

25895

INSURER B : Pie Casualty Insurance Company

10997

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

Woodvalley Community Strategies LLC
203 Secretariat Dr
Unit R
Havre de Grace, MD 21078--2667

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	WOODCOM-01	3/15/2024	3/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PROF LIABILITY \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0		WOODCOM-02	3/15/2024	3/15/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WOODCOM-03	3/15/2024	3/15/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THE CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED ON THE LIABILITY POLICY.

CERTIFICATE HOLDER

MEAD & HUNT, INC
7055 SAMUEL MORSE DR
STE 100
COLUMBIA, MD 21046

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

File Attachments for Item:

. Order 27,590 - authorizing a contribution to the Cumberland Economic Development Corporation (CEDC) in the amount not to exceed \$30,000 for consideration in the Settlement Agreement and Mutual Release between the CEDC and Al Lateef Properties

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

ORDER NO. 27,590

DATE: October 15, 2024

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

THAT, the Mayor and City Council of Cumberland authorize a contribution to the Cumberland Economic Development Corporation (CEDC) in the amount not to exceed Thirty Thousand Dollars and No Cents (\$30,000.00) for consideration in the Settlement Agreement and Mutual Release between the CEDC and Al Lateef Properties.

Raymond M. Morriss, Mayor



Allison Layton <allison.layton@cumberlandmd.gov>

Order #2

1 message

Jeff Silka <jeff.silka@cumberlandmd.gov>
To: Allison Layton <allison.layton@cumberlandmd.gov>

Fri, Oct 11, 2024 at 9:21 AM

An order authorizing the contribution of \$30,000 to the CEDC for consideration in the Settlement Agreement and Mutual Release between the Cumberland Economic Development Corporation and Al Lateef Properties.

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