



Mayor and City Council of Cumberland

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

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

AGENDA

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

DATE: February 15, 2022

OPEN SESSION - 6:15 P.M.

Pledge of Allegiance

Roll Call

Presentations

1. Recognition of Firefighter Matthew Rumphrey, Firefighter Colby Santmyre, and Firefighter Robert Bower upon their successful completion of the Firefighter Recruit Training approved by the Maryland Fire and Rescue Institute
2. Recognition of employees upon their retirement from the City of Cumberland

Director's Reports

(A) Engineering

- [1.](#) Engineering Division monthly report for January 2022

(B) Public Works

- [1.](#) Maintenance Division monthly report for January 2022

(C) Fire

- [1.](#) Fire Department monthly report for January, 2022

(D) Police

- [1.](#) Police Department monthly report for January, 2022

(E) Utilities - Flood, Water, Sewer

- [1.](#) Utilities Division Flood/Water/Sewer monthly report for January, 2022

Approval of Minutes

1. Approval of the Regular Session Minutes of November 2, 2021

New Business

(A) Ordinances

1. Ordinance No. 3908 (*1st reading*) - accepting the bid from EZ Out, Inc. for the purchase of surplus properties at 32 Laings Avenue., 105-107 Fifth Street, and 305-307 Fifth Street for the total amount of \$600 and authorizing execution of a deed to convey the properties to EZ Out, Inc.
2. Ordinance No. 3909 (*1st reading*) - repealing City Code Sections 2-171 to 2-175 pertaining to the City's purchasing policy and reenacting them with amendments, and enacting Section 2-177 pertaining to Change Orders

(B) Orders (Consent Agenda)

1. **Order 26,956** - authorizing the Chief of Police to accept a GOCCP (Governor's Office of Crime Prevention) FY22 BJAG Crisis Negotiation Equipment Grant in the amount of \$57,571.00 for the purchase of crisis negotiation equipment
2. **Order 26,957** - declaring a 1999 Bobcat Skid Steer Loader, Model 763 (Serial No. 512243447) as surplus and authorizing it for sale or trade-in
3. **Order 26,958** - approving Amendment No. 1-12212021 to the Community Development Block Grant Program effective February 15, 2022
4. **Order 26,959** - authorizing execution of a Memorandum of Understanding with the Department of Housing and Community Development regarding the award of \$125,000 in grant assistance to use for development of a demonstration project for expanding fiber optic broadband accessibility through the installation of fiber lines within the Baltimore Street Access Project (12-16-M), and authorizing acceptance of the funds
5. **Order 26,960** - authorizing the Chief of Police to offer certain incentives to Cumberland Police Department employees
6. **Order 26,961** - approving the expenditure of American Rescue Plan Act (ARPA) funding for certain projects, programs, and for revenue loss
7. **Order 26,962** - authorizing execution of a First Amendment to the Collective Bargaining Agreement with the UFCW 1994, dated July 1, 2021, representing members of the Cumberland Police Department, to address wage enhancements and to extend the term of the Agreement by one (1) year, which shall be through June 30, 2025
8. **Order 26,963** - accepting the proposal from Tyler Technologies, Inc. to extend their current contract for maintenance and support services for the Logos.NET Finance/HR System for one additional year, which shall be through June 30, 2023, for the amount not-to-exceed \$51,067.80, authorizing the execution of documents to effect the renewal, and approving automatic one-year renewals upon mutual agreement of both parties

- 9. Order 26,964** - declaring an electric motor from North American Electric, Inc. (Serial No. 16073103) to be surplus equipment and authorizing it for sale or scrap
- 10. Order 26,965** - approving the renaming and dedication of the Baltimore Street Bridge as the Casper R. Taylor, Jr., Memorial Bridge, and authoring execution of all local, state and federal documents necessary to effect the renaming

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

Revised February 14, 2022

File Attachments for Item:

. Engineering Division monthly report for January 2022

City of Cumberland, Maryland

Engineering Division - Monthly Report

Capital Projects						January 31, 2022	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2008	05-08-S	Evitts Creek CSO Upgrades Phase III (gravity sewer under railroad)	Replacement of CSO line connecting Evitts Creek Pump Station effluent with gravity line that parallels the Canal Towpath. Said gravity line is being replaced under project 17-03-S(1).	Design	NO CHANGE - WRA received notice from CSX on 7/7/21 stating that they would no longer allow access in yard for any investigative or rehab activities. This decision was reviewed and confirmed by Alex Saar (PE in Jacksonville office) on 10/29/21. City now assessing legal route of obtaining access to site.	MDI	11/24/2021
2008	06-08-S	Interceptor Sewer to Evitts Creek Pump Station Phase IV	This is the sewer along Evitts Creek upstream of the Pump Station. Project is to evaluate existing line and determine if repair or replacement is best option.	Design	UPDATED - Received engineering report from Gwin Dobson & Foreman on 1/18/22. Will use report information to request MDE grant funding for final design and construction.	MDI	1/19/2022
2013	1-13-FPM	Flood Control System Concrete Repairs	Repairs to various points of FCS system per USACOE inspection	Construction	NO CHANGE - Project was completed on 11/23/2021. Working with MDE to close out all permits and submit for reimbursement (MDE Grant funded).	MDI	1/19/2022
2014	04-14-WWTP	Sludge Screening Study/Design	Study to select the best alternative to keep rags out of the recently cleaned and modified digester because the modifications will make it impossible to revive rags in the future.	Design	NO CHANGE Need/Benefit of the project is being reevaluated, and for now the project is on hold. Design is complete and the project will remain on this report for the time being.	RLS	4/2/2018
2014	19-14-M	Greene Street Complete Street Plan	Planning Study for Greene Street	Planning	NO CHANGE - The Design Report from Alta Planning + Design was submitted and presented to the Mayor and City Council. The plan to start work on Construction Funding Applications has been delayed because of the Baltimore Street Project, which would have been competing for the same funds. This project still needs to be done and should be a priority in the future.	RLS	6/1/2017
2015	9-15-M	Potomac River Walk	The Study Phase of this project is being done through the Cumberland MPO and consists of a Walk / Trail for pedestrians and bikes along the Potomac River between Wills Creek and the YMCA	Study	NO CHANGE -This project has been turned over to Canal Place. Engineering Services for Design were received. Recommendation from the committee was to award to CEC.	RLS	8/9/2019
2015	18-15-S	CSO Water Quality Analysis	Base line data collection for analysis of future CSO needs after CSO Storage is on line.	Planning	No CHANGE Project continues. Staff are taking regular scheduled stream samples for e-Coli analysis at this time. Rainy days (once a month) are the target for sampling at this time.	RJK	12/22/2021
2016	12-16-M	Baltimore Street Access Improvement - Final Design	The purpose of the New Baltimore Street Town Center project is to reopen and improve Baltimore Street, which is currently configured as a pedestrian mall, to vehicular traffic while maintaining elements of the mall.	Design	UPDATED - Review comments have been received from MDOT SHA Dec. 9, 2021. EADS and the Cumberland Engineering Dept. are updating the contract documents. It is planned for the contract document to be resubmitted to MDOT SHA by the end of January 2022.	JRD	1/18/2022
2016	17-16-M	Stage Renovations at Liberty Street Stage	Replace wood stage with Concrete	Design	NO CHANGE - This project would be unnecessary if the Baltimore Street Access project is executed. The project will remain on this list until the Baltimore Street project moves to construction.	RLS	5/15/2019

City of Cumberland, Maryland

Engineering Division - Monthly Report

Capital Projects						January 31, 2022	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2016	18-16-BR	John J. McMullen, Bridge No. A-C-01 Repairs	Bridge Repair	Planning	UPDATED - Submitted State in lieu of Federal Aid application on 12/28/21. Awaiting to hear from the SHA for further instruction upon their review.	MDI	1/19/2022
2016	19-16-S	78" Parallel Pipeline from Mill Race to CSO	78" Pipeline to CSO tank in accordance with Consent Decree	Design	UPDATED - The USACE is requiring the City to perform a Safety Assurance Review of the project. The City is coordinating the SAR requirements with USACE and further info will be provided.	RLS	1/26/2022
2017	2-17-FPM	Flood Control Encroachment removal Project	The City as the Local Sponsor of the Flood Control Project is expected to maintain the easements along the Flood Control Project, however the area along Wills Creek and other areas were never given any comments until the Corps of Engineers standards changed. Completion of this project is necessary to allow the City to get a Satisfactory rating on its annual Flood Control Inspections.	Planning	NO CHANGE - This project has been delayed because of other work, but must be done. A tree removal project has been bid out and a contractor selected to do the work of removing trees in the encroachment area.	RLS	7/11/2018
2017	3-17-M	Route 51 Bridge 12" Waterline Replacement	Replace water line on bridge as part of SHA Bridge Deck Project	Construction	NO CHANGE - This work is now complete and awaiting final invoicing from MDOT SHA	RLS	11/23/2021
2017	18-17-M	Maryland Avenue Development	This is not an Engineering Project, but included here to cover future department work with the development.	Design	NO CHANGE - Phases 1 & 2 of the Cumberland Gateway project has moved into construction. The Department will support future phases for stormwater management reviews and traffic design support.	RLS	3/26/2021
2017	31-17-W	Decatur Street 24" Crosstown Water Main Replacement	Prior to designing the water main replacement a more detailed Water Model analysis of the City's system will be done to make sure the issues are being properly addressed. Design will follow.	Design	NO CHANGE - The project has been awarded to Carl Belt Inc, and was approved by MDE on Sept. 15, 2021. A preconstruction meeting was held on 10/5/2021. The contractor has started receiving pipe and materials which should all be delivered by 1/31/22. The contractor will need to provide a construction schedule for approval.	JRD	10/2/2021
2018	08-18-BR	Cumberland Street Bridge Replacement	This project will replace the bridge structure.	Design	NO CHANGE - This project is waiting on authorization from MDOT to move into the final engineering stage.	RLS	11/23/2021
2018	09-18-BR	Baltimore Street Bridge Replacement	This project will replace the bridge structure.	Design	UPDATE - The project is waiting for permits from the USACE and to complete ROW certification paperwork for an easement at the Kensington	RLS	1/26/2022
2018	22-18-M	Solid Waste and Recycling Collection	Contract documents for the FY20 garbage and recycling collection bid process	Planning	UPDATE Receiving proposals to extend the contract for FY23. Noble Environmental (Mountainview Landfill) submitted an acceptable 1-year extension. Burgmeier's Hauling was contacted to provide a proposal for hauling to Mountainview Landfill for the 1-year extension consideration. The contract allows for one more 1-year extension for FY24; to be reviewed by December 2022.	RJK	12/22/2021
2018	25-18-BR	SHA Project: Replacement of MD 51 Bridge Deck	Replace the water line under the industrial blvd bridge under a MDOT bridge rehabilitation project	Construction	Refer to project 3-17-W	RLS	10/11/2018
2018	26-18-M	Ridgeley Levee System Certification					

City of Cumberland, Maryland

Engineering Division - Monthly Report

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Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2018	31-18-WFP	Pine Ridge Water & PUC Rate Issues	Project involves determining a path forward regarding the supplying of PA residents with water	N/A	NO CHANGE - City staff continues to work through issues with PA regulators about water issues	RLS	1/28/2020
2018	32-18-FPM	Rehabilitation Assistance for Flood Damages to Flood Risk Management Projects	Request USACE to make repairs or provide funding to address flood control issues	Planning	NO CHANGE - The USACE has denied financial support due to the flood control being in an unacceptable condition. The City is looking to enter the SWIF program to receive aid to get financial support for construction.	RLS	10/12/2018
2018	43-18-BR	Fayette Street Bridge Replacement	This project will replace the bridge structure.	Planning	UPDATE - Funding for design work has been identified. The City is working on a quit claim deed with CSX to allow the project to move into the Federal Bridge program.	RLS	1/26/2022
2018	44-18-BR	Washington Street Bridge Replacement	This project will replace the bridge structure.	Planning	NO CHANGE - Studies have been returned and subject to CSX negotiations.	RLS	8/5/2019
2019	5-19-M	Virginia Ave Lot Demolition	Remove two structures and retaining walls at 6, 8 and 10 Virginia Ave.	Construction Bidding	NO CHANGE - The grading plan has been approved by ASCD and the project has been turned over to Code Enforcement for demolition	RLS	8/5/2019
2019	7-19-WFP	Filter Building Pilot Study	Perform a study to evaluate the potential to replace current filter building with a new membrane/GAC building in the future. The City is required to perform a pilot study to validate the technology we are proposing to use.	Study	UPDATE - PA DEP has approved the results of the pilot study and approved the use of the proposed technology for a future project to install membrane filtration at the WFP. The final design of the filter building will still need to be reviewed and approved by both PA DEP and MDE.	RLS	1/26/2022
2019	10-19-M	Residential Grass Mowing	Contract for mowing the residential properties within the City Limits which include blighted properties and recent demos.	Construction	NO CHANGE - Contract underway (No work through winter months)	DTG	1/18/2022
2019	11-19-M	Non Residential Grass Mowing	Contract for mowing the Commercial and Public Owned Properties within the City Limits. To include water tanks, City Hall, Public Safety and several others.	Construction	NO CHANGE - Contract underway (No work through winter months)	DTG	1/18/2022
2019	14-19-M	WWTP RMP Compliance Services	RMP Compliance for OSHA 29 CFR 1910	Planning	UPDATE Compliance work continues.	RJK	11/22/2021
2019	36-19-WWTP	Blower Building Switchgear Replacement	This project replaced the existing Blower Building Switchgear to reduce the 4160V down to 480V to improve the safety of the building and to adequately protect our equipment.	Complete	UPDATE - Project is complete. Final punchlist items have been signed off on.	MDI	1/19/2022
2020	2-20-M	Frederick St Parking Garage Repairs	Repairing a spalled section of slab on grade in Frederick St parking garage, as well as looking into sealing all concrete driving surfaces	Planning	NO CHANGE - Researching proper repair systems for spalled concrete in parking garages. Working with Street Dept. to determine if city forces can make repairs.	MDI	1/24/2020
2020	6-20-S	Sanitary Sewer Lining Assessment	Performing a cost assessment on relining (CIPP) all sanitary sewer lines within city.	Planning	NO CHANGE - Based on list of "high risk" lines provided by sewer dept, have developed a preliminary cost estimate. Awaiting updated list from most recent cleaning and cameraing prior to moving forward with project.	MDI	3/30/2020
2020	9-20-M	Constitution Park Fill Disposal	Assessing potential clean fill dump sites for Public Works	Design	NO CHANGE - Public works dept. is nearing completion of fill placement at Site #1 (behind field). E&S site plan for site #2 (behind pool) has been completed and approved by ACSCD. This site will be prepped to receive fill in the near future.	MDI	11/1/2021

City of Cumberland, Maryland

Engineering Division - Monthly Report

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Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2020	12-20-RE	Long Field Upgrades - Phase 1	Improvements to Long Field Concession and Restroom area. Upgrades include electrical improvements.	Construction	NO CHANGE - Completed SourceWell contracts with Carl Belt (sitework) and S&S Electric (electrical work) on 6/9/21. Contractors started work on 12/7/21. Work on infield has been completed until Spring. Contractors are working on interior upgrades (concessions, bathrooms) as well as installing new bullpen.	MDI	1/19/2022
2020	13-20-WWTP	CSO Nine Minimum Controls Annual Review	A requirement of our LTCP and NPDES Report to look at these controls annually		NO CHANGE - NMC report spring 2021; finalized in May. Met with Public Works (WW and Sewer) to update NMC language for 2022.	RJK	12/22/2021
2020	14-20-M	Carver Building Repairs	Project to repair damage to the Carver Building				
2020	16-20-M	Queen City Drive ADA Improvements	Project will include upgrading sidewalk for ADA compliance along Queen City Drive at corners of Bedford and Frederick Streets, below McMullen Bridge.	Construction	UPDATE - Part of CDBG 5-year plan. Project was advertised for bid on 1/11/22. Mandatory pre-bid meeting is scheduled for 1/25, and bids are due on 2/9.	MDI	1/19/2022
2020	17-20-WWTP	CSO Long-Term Control Plan Projects/Schedule Review	Correspondences with MDE regarding the LTCP Projects and the Consent Decree (CO) end date: October 1, 2023.	N/A	NO CHANGE - All jurisdictions and AquaLaw to met with MDE on the CO extension process on November 5, 2021. MDE requires a letter with the official request and supporting documentation as next step. This Letter was sent November	RJK	12/22/2021
2020	29-20-S	Locust Grove Force Main & LaVale Water Main Replacement	Joint project between Allegany County Public Works & LaVale Sanitary Commission to replace the force main from the new Locust Grove Pump Station and replace water main to LaVale.		NEW -		
2020	30-20-SWM	Grow West Facility Expansion	SWM Review for proposed expansion of Grow West MD Facility @ the industrial park.	Construction	NO CHANGE - Contractor continues construction of expansion. City monitoring SWM situation at incomplete stage, as rainwater collection tanks have not been installed.	MDI	10/8/2021
2021	2-21-WWTP	Influent Screening System Upgrade	Design and replacement of a new influent screening system at the headworks of the WWTP.	Design	NO CHANGE - Low bidder for design services phase of project was Gwin Dobson and Foreman, at a price of \$70,000. GD&F have completed permit drawings and are submitting for MDE permit. Will have final estimate of construction cost by end of year. Could have project out to bid by early Spring.	MDI	12/20/2021
2021	4-21-W	Route 220 20" Water Main Replacement	Project to replace the 20" water main in Route 220. The water line from I-68 to the State Prison is currently owned by the City. Discussion are being held between the City and County to partner on the project or transfer the asset to the County.	Planning	NO CHANGE - This project is in the planning stages in conjunction with Allegany County.	RLS	4/21/2021
2021	6-21-RE	Constitution Park Wading Pool Filter Renovation	Replace the cracked filter and other improvements to the mechanical building equipment for the wading pool.		NEW -		
2021	7-21-WFP	2021 ECWC Watershed Timber Sale	2021 ECWC Watershed Timber Sale		NO CHANGE - The timber sale bids have been returned and an award issued to American Hardwood Industries.	RLS	7/27/2021

City of Cumberland, Maryland

Engineering Division - Monthly Report

Capital Projects						January 31, 2022	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2021	8-21-WWTP	SCADA System Integration	Solicit bids for a qualified Industrial Control System Integrator to complete the Water/Wastewater SCADA System integration.		NO CHANGE - This is a project to secure integrator services to support both the Water Filtration Plant and Water Reclamation Facilities	RLS	4/21/2021
2021	9-21-M	Municipal Service Center Security Fence	Installation of a security fence at the Municipal Service Center	Construction	NO CHANGE - Submittals have been approved, and material for this project has been ordered by Long Fence. We are currently waiting for an update that gives us a firmer ETA in terms of when the materials will be available.	JAT	11/24/2021
2021	10-21-M	Undocumented Rights-of-Way	Decide how undocumented rights-of-way should be dedicated and what form of dedication is need to prevent the rights-of-ways from accidentally being sold.	Study	UPDATE - A project kickoff meeting was held on January 14 with representatives of multiple City Department Staff, to discuss the need for a better understanding of City owned property, especially that which has been used street right-of-ways or other infrastructure projects. It is possible that we may use GIS to track the information.	JRD	1/18/2022
2021	12-21-WWTP	Industrial Pretreatment USPI CWT Organics Permit Application	An application to discharge industrial wastewater as a Centralized Waste Treatment facility (Categorical Permit request by existing Significant Industrial User USPI)	Planning	COMPLETE - Permit issued to USPI, effective date was November 22, 2021.	RJK	12/22/2021
	13-21-W	Fayette Street Water Main Replacement and Street Repair	Replacement of watermain in Fayette Street from Allegany Street to Luteman Road, and the repair/repaving of the street as needed.	Construction	NO CHANGE - Project required development of an ESC Site Plan and SOW. These were created and approved by ACSD and MDE on 10/14/21. Construction (using City forces) began on 10/18/21. Project will take multiple months to complete.	MDI	10/22/2021
2021	14-21-RE	Constitution Park Splash Pad	The installation of a splash pad and surrounding recreational area in Constitution Park.	Planning	NO CHANGE - A potential site for the splash pad at the pool was approved by M&CC. Engineering has been in contact with Sparks@Play to discuss design considerations for both the splash pad, demolition of the pool deck, and other needed preparations for the work. Currently seeking guidance from the steering committee & M&CC regarding what splash pad equipment/look we want for this project.	JAT	10/4/2021
2021	15-21-W	WATER DISTRIBUTION ANALYSIS and CIP UPDATE 2021	Water system engineering analysis, updated CIP recommendations, particularly concerning the Fort Hill Reservoir, and Asset Management Info for pump stations, PRV Stations and water tanks.	Planning	NEW - The EADS Group, Inc. was awarded the bid on 11/16/21. Kickoff meeting was held on 12/1/21.	DTG	1/18/2022
2021	16-21-M	Downtown ADA Improvements	This project includes the replacement of the curb ramps for compliance with the latest ADA requirements at the following locations: Baltimore/Mechanic intersection on the southwest and northwest corners, Liberty/Dexter intersection at the southeast and southwest corners, Centre/Dexter intersection at the southeast and southwest corners, and Centre/Fredrick intersection on the northeastern side.	Planning	NO CHANGE - This is a new Project, a preliminary cost estimate will need to be developed in order to determine the amount of funding needed.	JRD	10/5/2021

City of Cumberland, Maryland

Engineering Division - Monthly Report

Capital Projects						January 31, 2022	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2021	19-21-M	South Street ADA Improvements	This project includes the replacement of curb ramps for compliance with the latest ADA requirements along South Street between Oldtown Road and Industrial Boulevard.	Design	UPDATE - Engineering continues to make progress on the drawings and specifications for this project. Currently working on finishing drawings and specifications to get the project ready to bid in January.	JAT	12/28/2021
2021	20-21-M	Engineering Database Migration	This project will implement the migration of data from the Engineering Department's drawing database and project database to the Laserfiche document management system including the transfer of the scanned images of the Department's drawings from the file server into Laserfiche and the collection of additional metadata for each image.	Planning	NO CHANGE - Working with MCCi (the City's Laserfiche consultant), in consultation with Engineering Dept. and the IT Dept., has developed a custom metadata template and a custom form to assist the Engineering Dept with migrating scanned images of the Engineering drawings into Laserfiche. The new template and form are currently being tested by the Engineering Department. In the near future Engineering, IT, and MCCi will be working together to create a replacement for the Engineering Project Index database in Laserfiche.	JRD	11/24/2021
2021	21-21-WFP	Water Allocation Permit Renewal PA DEP	The Water Allocation Permit is required to be renewed every 25 years. The City will use Gwin, Dobson and Foreman to work through the permit and establish how much flow we can pull from the reservoirs.	Permitting	NEW - Research phase; pulling region-wide water utilization information for consultants to include in the permit application.	RJK	12/22/2021
2021	22-21-P	General City Paving	This project paved Merchants Alley Parking Lot (Mill/Patch/Overlay) and Kelly Road along the southern face of the Grow West Facility (Full Depth reconstruct)	Construction	NEW - Merchants Alley Parking Lot has been repaved, and portion of Kelly Road is south of the Grow West Facility is currently receiving the full depth reconstruction.	JRD	11/24/2021
2021	26-21-FPM	Removal of Potomac Industrial Dam at Blue Bridge	Project to remove the industrial dam in the Potomac River under the Blue Bridge to Ridgeley. Water & Land Solutions will be setting up a private commercial mitigation bank to fund construction. This project is related City Project 9-15-M	Planning	NEW -		
2021	27-21-T	Maryland Ave & Williams St Traffic Study	Study to investigate the potential realignment of Maryland Avenue at its intersection with Williams Street for future development in the Rolling Mill area. BBA performed the study using CAMPO funding.	Study	UPDATE - BBA has begun performing traffic counts and compiling information. Preliminary results should be presented to the City in March.	RLS	1/26/2022
2021	28-21-M	Municipal Service Center Pole Building	Project to construct a Pole Building at the MSC to store equipment.	Design	UPDATE - Design and specs completed. Project was advertised for bid starting 1/14/22.	DTG	1/18/2022
2021	30-21-M	Sustainable Communities Program Renewal	Sustainable Communities Program Renewal documentation. The program allows the City to access grant sources and is required to be updated every 5 years.	Planning	NO CHANGE - Plan updates sent to Community Development by Dec 7th.	RJK	12/22/2021

City of Cumberland, Maryland

Engineering Division - Monthly Report

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Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2021	31-21-RE	Constitution Park Amphitheater Upgrades	Project to upgrade the Constitution Park Amphitheater.	Planning	NO CHANGE - Project is a part of the 5-year park improvement plan. Funding (\$174,350) approved through ARPA. Engineering to work with Parks and Rec to develop scope of work and bid specs/drawings. Site plan in development.	MDI	1/19/2022
2021	1-22-M	MDE Pre Applications FFY22 FY24	Annual Pre Application Jan 2022	Permitting	NEW -		
2021	2-22-W	South Cumberland Water Main Replacement Project		Planning	NEW - This project will replace the water mains in South Cumberland between Industrial BLVD and Wiley Ford	RLS	1/26/2022

City of Cumberland, Maryland

Engineering Division - Monthly Report

Program Projects Update						January 31, 2022	
Order	Department	Program/Project Name	Description	Phase	Comments	Updated By	Date of Update
	PUBLIC WORKS	Curbside Recycling	Curbside recycling program started in the City of Cumberland July 1, 2014	Ongoing	NO CHANGE Outreach to residents; monthly articles in the Times-News and Facebook.	RJK	22-Dec-21
	PUBLIC WORKS	Solid Waste Management Board	County Board for planning and discussion of County-wide recycling and solid waste issues	Ongoing	UPDATE Merger of Waste Management with Advanced Disposal was announced on Friday October 30, 2020. GFL owned Mountainview Landfill as part of the merger divestiture. Now Noble Environmental owns now <i>Mountainview Landfill</i>. <i>Mountainview Landfill is open at least 1 more contract year (Noble provided a contract extension request for FY23 - Approved at the Dec 7 Council Meeting).</i> <i>Awaiting FY23 contract extension price proposal from Burgmeier's Hauling. Expected this prior to Dec 31.</i> <i>FY24 1-year contract extension years to resume Fall 2022.</i>	RJK	22-Dec-21
	WWTP	Cumberland Pretreatment Program	City Ordinance No. 3251 regulates industrial and significant dischargers to Cumberland's sewer and POTW. There are 4 Significant Industrial Users (SIUs) permitted under this Ordinance. Program may also regulate non-significant users that pose a threat or cause problems to the system or POTW.	Regulatory	UPDATE Received a CWT Permit Application from USPI May 27, 2021. CWT Permit issued November 22, 2021. FCI inspection took place November 17.	RJK	22-Dec-21

City of Cumberland, Maryland
Engineering Division - Monthly Report

Program Projects Update						January 31, 2022	
Order	Department	Program/Project Name	Description	Phase	Comments	Updated By	Date of Update
	WWTP	POTW NPDES Permit	Requirements for compliance	Annual/As Needed	NO CHANGE - Renewal application mailed June 1, 2018. Permit expires April 2020. MDE conference call took place on July 7, 2020. Draft permit received July 27th. Second DRAFT received on September 1st, with conference call taken place September 21 in regards to finalized language. Draft Permit reviewed by EPA in November; comments by EPA to MDE have triggered further drafting of sections of the Permit pertaining to primarily to the CSO program. City has retained the services of AquaLaw, specializing in wastewater regulatory/permit reviews and legal counsel. AquaLaw will participate in reviewing the next draft of the permit, any revisions that follow and the final permit; in the best interest of the City. Anticipated issue date: unknown at this time.	RJK	22-Dec-21
	WWTP/CSO	CSO Consent Decree Compliance Reporting	Reporting/Inspections	Semi-Annual/As Needed	NO CHANGE The next semi-annual report mailed by January 10, 2022. Currently the Consent Decree expires April 2023.	RJK	22-Dec-21
	WFP	NPDES Permit	Requirements for compliance		NO CHANGE	RJK	22-Dec-21
	Watershed	Evitts Creek Steering Committee	Cross-jurisdictional committee working on source water protection efforts.	Quarterly	NO CHANGE October meeting to took place on 10/21; in-person meeting at Cumberland Valley Township Building, Centerville, PA	RJK	22-Dec-21

Complete
Construction
Construction Bidding
Construction Closeout
Design
Inspection
N/A
Planning
RFP
Study

File Attachments for Item:

. Maintenance Division monthly report for January 2022

MAINTENANCE DIVISION REPORT
January 2022

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

City Forester Report

Central Services

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

▪ **POTHOLES AND COMPLAINTS**

- Patched potholes on 28 streets using approximately 7 tons of cold mix asphalt

▪ **TRAFFIC CONTROL SIGNS/STREET NAME SIGNS/HANDICAP PARKING SIGNS**

- Repaired 1 Street Name sign
- Installed 2 Street Name signs
- Installed 10 Traffic Control signs
- Repaired 6 Traffic Control signs
- Removed 1 Handicap Parking signs

▪ **MISCELLANEOUS**

- Completed 52 Work Orders
- Cleaned Underpass, McMullen Bridge, Washington St Bridge, Fayette St Bridge, Cumberland St Bridge 3 times.
- Picked up 7 dead animals
- Picked up trash/discarded items on 2 occasions
- Finished leaf pick-up
- Filled salt barrels in areas needed during snow & ice events
- Worked OT plowing streets for several snow & ice events
- Shoveled & salted sidewalks after snow & ice events
- Received 600 tons of salt shipments
- Removed the City Christmas Tree from downtown
- Performed tree work in 24 different areas of the city
- Cleaned Municipal Center shop once a week
- Performed training & conducted monthly safety meeting on snow plow safety

STREET MAINTENANCE - JANUARY 2022		1/3-1/7	1/10-1/14	1/18-1/21	1/24-1/28	1/31	TOTAL
SERVICE REQUEST COMPLETED		5	15	3	28	1	52
PAVING PERFORMED	Tons						0
CONCRETE WORK	Cy						0
UTILITY HOLES REPAIRED	Water						0
	Sewer						0
	Cy						0
	Tons						0
POTHOLES FILLED	Streets		9		19		28
	Alleys						0
	Days		2		3		5
	Cold Mix		2t		5t		7t
	Tons						0
PERMANENT PATCH	Cy						0
	Tons						0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED					16		16
STREET NAME SIGNS REPAIRED/INSTALLED					3		2
HANDICAPPED SIGNS	Repaired						0
	Installed						0
	Removed				1		1
CURB PAINTING PERFORMED	Blue						0
	Yellow						0
	Red						0
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	Loads						0
	Miles						0
SWEEPER DUMPS HAULED TO LANDFILL	Tons				4.5t		4.5t
STREET MILLING	Days						0
CLEANED BALTIMORE ST. UNDERPASS	Days		1	1	1		3
SALT BARRELS	Days	1	2	3	2	1	9
SNOW REMOVAL	Days	2		2	1		5
CLEAN SNOW EQUIPMENT	Days		3	2	1		6
SHOVEL & SALT SIDEWALKS	Days		2	2	1	1	5
BRUSH REMOVAL/TREE WORK	Areas	6	6	3	8	1	24
CHECK DRAINS/CLEAR DEBRIS	Days						0
STREET TRACTOR MOWING	Days						0
LEAF PICK UP	Loads	6					6

Picked up trash/discarded furniture on 2 occasions

Picked up 7 dead animals

Worked OT for multiple snow & ice events

Performed training & conducted monthly safety meeting

Performed preventative maintenance and cleaned Loader @ Municipal Center

Cleaned Municipal Center shop once a week

Received 600 tons of salt shipments

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

- Parks & Parklets
 - Constitution Park
 - Tree & brush removal
 - Hauled brush to County compost site
 - Cleaned & disinfected Craft House & Activities Bldg.
 - Closed gate to Grove #4 on 2 occasions for snow & ice events
 - Shoveled & salted sidewalks
 - Picked up trash twice a week
 - Mason's Complex
 - Closed gates for 1 snow event
 - Picked up trash once a week
 - JayCee Field
 - Picked up trash on several occasions
 - Closed gate for 1 snow event
 - Shoveled & salted sidewalks
 - Playgrounds
 - Performed routine maintenance on play equipment
 - Shoveled & salted sidewalks
 - Picked up trash once a week
- Miscellaneous Work
 - Performed basic housekeeping @ Municipal Building
 - Prepared feed & bedding for ducks & geese @ the Duck Pond
 - Cleaned & performed preventative maintenance on Park & Rec vehicles
 - Made repairs to bathrooms @ Constitution Park
 - Picked up barrels for trash cans from Shroeder Industries
 - Operated plow trucks during snow & ice events
 - Raised & lowered flags @ parks & parklets twice (once per President Biden & once per Governor Hogan)

**FLEET MAINTENANCE
MONTHLY REPORT
JANUARY 2022**

DEPARTMENT	REPAIRS
Central Services	0
Community Development	0
DDC	5
Engineering	2
Fire	9
Flood	3
MPA	0
P & R Maintenance	1
Police	20
Public Works	1
Sewer	7
Snow Removal	51
Street Maintenance	21
Water Distribution	29
WFP	0
WWTP	1
In House Fleet Maintenance Projects	20
Scheduled Preventative Maintenance	14
Field Service Calls	2
Total Fleet Maintenance Projects	186
Total Repair Orders Submitted	19
Fleet Maintenance Risk Management Claims	0

CITY FORESTER REPORT MONTHLY REPORT JANUARY 2022

January Tree Removals and Prunings – Coordinated with Jason to have Blaine to remove 7 trees and prune 30 trees in January.

January Tree Complaints and Tree Issues – Resolved and/or addressed 20 tree complaints and tree issues in January.

2021 Fall Tree Pruning/Removal/Stump Grinding Contract – Sites visits to approve work done by Kiddy Contracting LLC, for tree removals, tree prunings and stump removals on the 2021 Fall Tree Pruning/Removal Contract. All trees, (with the exception of the tree located at 71 Greene Street) have been pruned and removed. There are approximately 30 stumps to be removed by the end of February to complete the contract.

Allegany College of MD (AC of MD) Forestry Program Advisory Committee Meeting – Attended the conference call for the Forestry Program Advisory Committee meeting on January 7th, for updates on the AC of MD Forestry Program.

Evitts Creek Watershed Timber Harvest – Pre-Harvest meeting on 1-12-22, with Jason O’Neal, American Hardwood Industries (AHI/Blue Triangle) forester, and Casey Weicht Logging, logging contractor, to start the timber harvest on the ECWC 2021 Timber Sale. This 62 acre sale is the second timber sale on the ECW property and was purchased by AHI/Blue Triangle in June 2021, for \$130,555. The sale should be completed by April 30, 2022, weather permitting.

Forest Carbon Credit Potential on the Evitts Creek Watershed - Attended meeting with Mike Wolfe, Appalachian Forest Consultants, and Mike Sherman, Range Resources-Appalachia, LLC to discuss the forest carbon credit potential on the Evitts Creek Watershed properties to report to the City at meeting on February 15th.

Additional Stump Removals – Compiled a list of 13 additional stumps (remaining after Blaine removed the trees) to be removed. The approval of the additional stumps has been granted and the stumps will be removed in the near future.

Let’s Beautify Cumberland – Assisted Shade Tree Commission member with delivering soil, flower pots and plants to grow stations for LBC.

People Loving and Nurturing Plants (PLANT) Award Application – Completed the City’s PLANT Award application.

Evitts Creek Watershed Steering Committee Meeting – Attended the ECW Steering Committee meeting on January 13th, and gave an update on the 2021 ECWC Timber sale that is currently being harvested and 2023 Timber Sale to be marked in March and bid out in April or May.

Allegany County Forestry Board January Meeting – Attended the Allegany County Forestry Board January Meeting Conference Call on January 18th, to get updated on forestry issues and news.

Appalachian Professional Foresters Association (APFA) Meeting – Attended the APFA meeting on January 25th for an update on forestry issues and news.

Shade Tree Commission and Evitts Creek Watershed FY '23 Budgets – Prepared the FY '23 Shade Tree Commission and Evitts Creek Watershed budgets for meeting with Finance on February 2, 2022.

CENTRAL SERVICES MONTHLY REPORT JANUARY 2022

- **City Hall:** Disinfecting the AHU's 2 to 3 times a week because of COVID. Hung a dry erase board in the DDC office in basement. Columbia Gas annual safety inspection. Replace the toilet in the men's bathroom in the basement. Checking the HVAC systems daily to maintain the correct temperature.
- **Municipal Service Center:** Disinfecting the RTU's 2 to 3 times a week because of COVID. Meet with Brewer sprinkler contractor about the leaking check valve in the back section of the building. Yearly service was done on the Facility's generator (oil and all the filters replaced). Replaced the cables on a garage door in the Water Department's area. Waiting to replace a spring on a garage door in the back of the main building (back ordered).
- **Public Safety Building:** Disinfecting the AHU's 2 to 3 times a week because of COVID. Unclogged sink drains on the Police Departments side. Helped move all the tables, desks etc. on the second and third floors for Michaels Janitorial to strip and wax the floors. Replaced a remote and receiver on garage door #2 in the Fire Department. Yearly service was done on the Facility's generator (oil and all the filters replaced). Repaired boiler hot water system after we had a bad leak (refilled the entire system and bleed air out of the system). Checking the HVAC systems daily to maintain the correct temperature.
- **Sewer Department:** Installed a new heater in the smaller garage at WWTP.
- **Fire Stations #2 and #3:** Meet with the Maryland State boiler inspector at station #3. Check station #3 3 to 4 time a month to make sure the boiler is working and no water leaks.
- **Canadian Hose House:** Removed snow on the sidewalk. Check the Building twice a month to make sure that the boiler is working properly and that there are no water leaks.
- **Downtown Area & Mall:** Have made multiple repairs to the Mall lighting between Liberty St and Mechanic St due to old bad wiring. Located and marked the underground lighting conduits for NPL to replace gas lines. Helped take the Christmas tree decorations and lights off the tree and removal of the tree. Repaired the sump pump in the Queen City Dr. underpass. Helped take down the New Year's Eve ball and sign. Taking down the rest of the Christmas decorations on the Mall and Liberty and Centre St (overheads).

- **Traffic and Street Lights:** Monthly routine preventive maintenance. Had to replace the MMU-16E in the traffic controller at the intersection of Maryland Ave. and Virginia Ave. because of the power failure caused by the accident in the last snow event. Have had to reset multiple traffic lights due to power outages. Reported 8 street lights to be repaired to the power company. Replaced the crosswalk push button pole on the corner of Queen City Dr. and Baltimore St. that someone keeps knocking over. Working on finding a short in the wires to the crosswalk heads at the intersection on Baltimore St. and Mechanic St.
- **502 Regina Ave property:** Cleaned all the trash out and sweep the floors.
- Load tested generators. January 31, 2022
- Monthly Safety Meeting – January 13, 2022
- Snow clean up January 16 and 17 at City Hall, PSB Baltimore St. bridge, McMullen Bridge and MSC and continued to check for icy places.

File Attachments for Item:

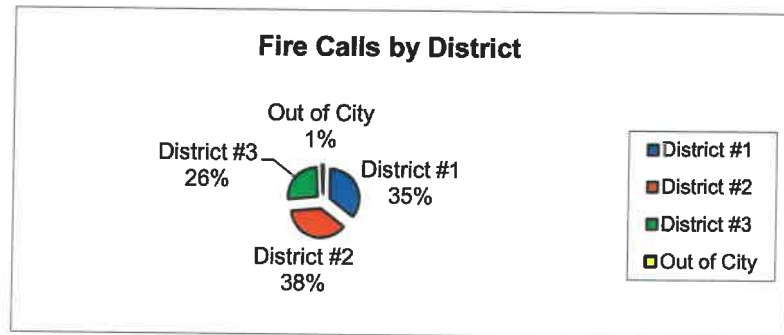
. Fire Department monthly report for January, 2022

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

Cumberland Fire Department Responded to 121 Fire Alarms:

Responses by District:

District #1	43
District #2	46
District #3	31
Out of City	1
	121



Number of Alarms:

Regular Alarms Answered 121

Calls Listed Below:

Property Use:

Public Assembly	2
Educational	1
Institutional	4
Residential	80
Stores and Offices	7
Basic Industry, Utility	7
Special Properties	19
Storage	1
	121

Type of Situation:

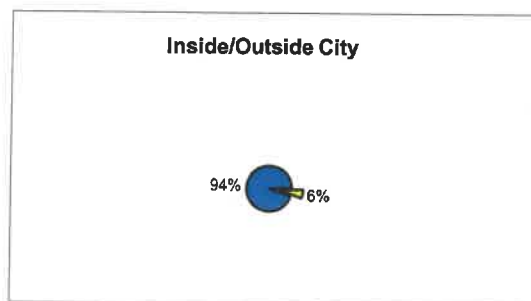
Fire or Explosion	6
Overpressure	4
Rescue Calls	68
Hazardous Conditions	10
Service Calls	6
Good Intent Calls	24
False Calls	3
	121

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in January:	\$0.00
Total Fire Service Fees for Fire Calls Billed by MCA Fiscal Year to Date:	\$0.00
Fire Service Fees for Fire Calls Paid in January:	\$0.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$0.00
Total Fire Service Fees Paid in FY2022:	\$955.92

Fire Service Fees for Inspections and Permits Billed in January:	\$900.00
Fire Service Fees for Inspections and Permits Paid in January:	\$50.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$550.00

Cumberland Fire Department Responded to 514 Emergency Medical Calls:

In City Calls	482
Out of City Calls	<u>32</u>
Total	514



Cumberland Fire Department provided 27 Mutual Aid Calls:

23 Mutual Aid calls within Allegany County
<u>4 Mutual Aid calls outside of Allegany County</u>
27

Bowman's Addition VFD	19
District #16 VFD	2
Flintstone VFD	<u>2</u>
	23

Cumberland Valley EMS, PA	1
Ridgeley, WV VFD	<u>3</u>
	4

Cumberland Fire Department provided 5 Paramedic Assist Calls:

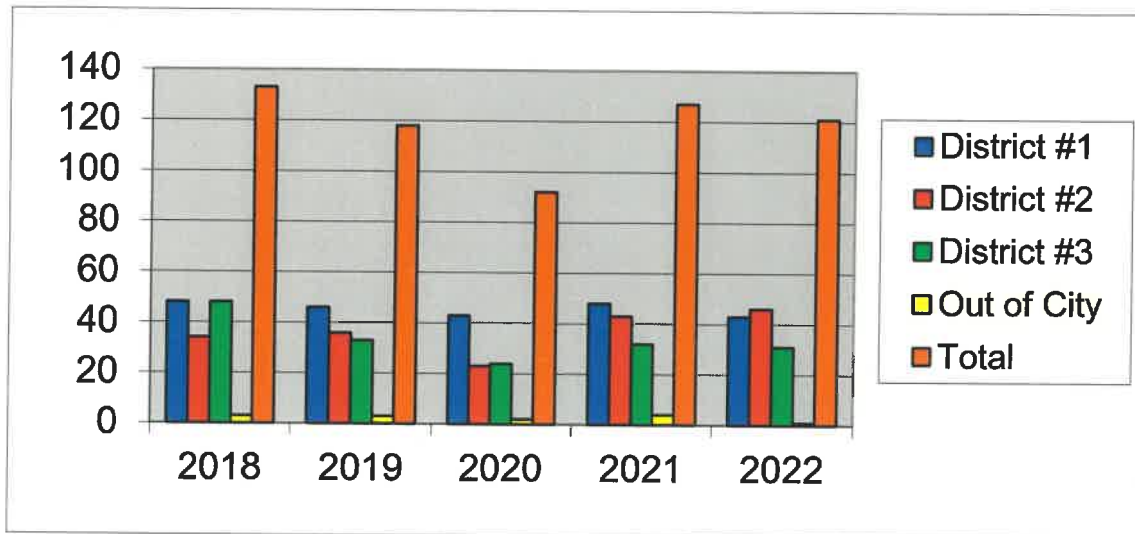
1 Paramedic Assist calls within Allegany County
<u>4 Paramedic Assist calls outside of Allegany County</u>
5

Cresaptown VFD	1
Ridgeley, WV VFD	3
Short Gap, WV VFD	<u>1</u>
	4

Total Ambulance Fees Billed by Medical Claim-Aid in January:	\$198,087.80
Ambulance Fees Billed Fiscal Year to Date:	\$1,017,134.58
Ambulance Fees Paid:	
Revenue received in January:	\$100,179.71
FY2022 Ambulance Fees Paid in FY2022:	\$538,515.44
Total Ambulance Fees Paid in FY2022:	\$734,790.00
(All ambulance fees, current and previous fiscal years, per paid in FY2022.)	

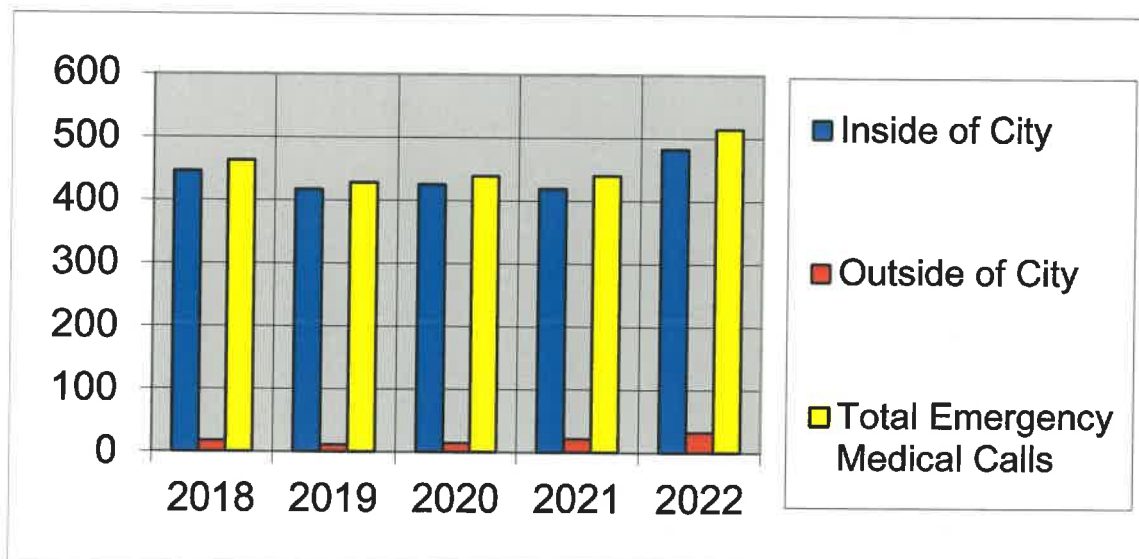
Fire Calls In the Month of January For Five-Year Period

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
District #1	48	46	43	48	43
District #2	34	36	23	43	46
District #3	48	33	24	32	31
Out of City	<u>3</u>	<u>3</u>	<u>2</u>	<u>4</u>	<u>1</u>
Total	133	118	92	127	121



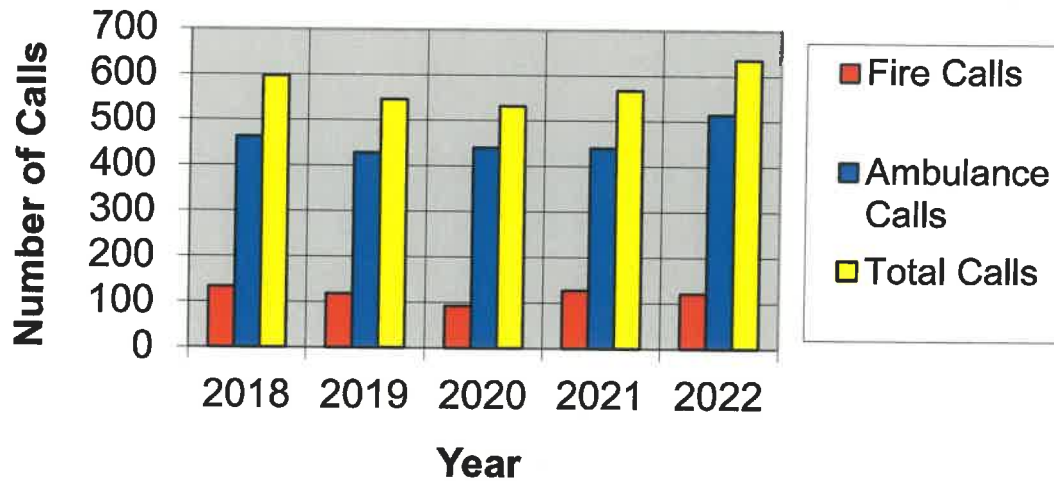
Ambulance Calls in the Month of January for Five-Year Period

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Inside of City	446	417	425	419	482
Outside of City	<u>17</u>	<u>11</u>	<u>14</u>	<u>21</u>	<u>32</u>
Total Emergency Medical Calls	463	428	439	440	514



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

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Fire Calls	133	118	92	127	121
Ambulance Calls	<u>463</u>	<u>428</u>	<u>440</u>	<u>440</u>	<u>514</u>
Total Calls	596	546	532	567	635



Training

Tabulations are not currently available.

Fire Prevention Bureau

Investigations Conducted	4
Inspections Performed	21
Conferences Held	14
Complaints Received	6
Correspondence	26
Burning Permits	2

Personnel

Fire Marshal W. Shannon Adams was appointed Fire Chief effective January 4, 2022.
Captain Chris Ratliff was promoted to Fire Marshal on January 14, 2022.
Interim Captain Douglas Beitzel was promoted to Captain on January 17, 2022.
Equipment Operator Scott Flaskamp was promoted to Lieutenant on January 24, 2022.
Firefighter John Monahan was promoted to Equipment Operator on January 25, 2022.

Matthew Rumphrey, Colby Santmyre, and Robert Bower successfully completed Firefighter Recruit Training approved by the Maryland Fire and Rescue Institute and were assigned to duty crews in January, 2022.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

File Attachments for Item:

. Police Department monthly report for January, 2022



City of Cumberland Department of Police

Monthly Report
January 2022



City of Cumberland Department of Police

Monthly Report

January 2022

Part 1 Crimes for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Aggravated Assaults	9	5	B & E (All)	8	5	Murder	0	0	Rape	1	0
Robbery	1	0	Theft - Felony	3	1	Theft - Vehicle	1	4			

Selected Criminal Complaints for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Theft - Misdemeanor	9	14	Theft - Petty	22	13	Domestic Assaults	34	18	CDS	55	25
Disturbances	111	107	DOP/Vandalism	27	21	Indecent Exposure	1	0	Sex Off - Other	5	3
Suicide	0	0	Suicide - Attmp.	0	0	Tampering M/V	0	0	Abuse - Child	0	1
Trespassing	14	7	Assault on Police	5	1	Assault Other	17	14			

Selected Miscellaneous Incidents for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Alcohol Volations	2	0	Juvenile Compl.	13	6	Missing Persons	3	2	School Resource	122	141
School Threat	0	0	Sex Off. Regist.	10	5	Truancy	16	2	Death Investigation	8	14

Selected Traffic Incidents for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
DWI	9	9	Hit & Run	15	23	M/V Crash	52	55	Traffic Stop	372	381

Selected Service Calls for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Alarms	38	58	Assist Motorist	34	31	Check Well-Being	96	92	Foot Patrol	74	94
Assist Other Agency	78	65	Bike Patrol	0	0	Special Events	0	4	Suspicious Activity	56	48

Current Incident Status for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Open	3	52	Arrest	201	202	Closed	2284	1781	Suspended	43	33



City of Cumberland Department of Police

Monthly Report

January 2022

Arrests Totals for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
M/V Citations	44	54	M/V SERO	2	0	M/V Warnings	328	329	Arrest on View Adult	35	34
Arrest On Crim. Cit.	11	12	Arrest Summons	26	22	Arrest Warrant Adult	23	43	Adult Crim.	99	111
Arrest Summon (Chrg)	21	15	Arrest Warrant (Chrg)	11	12	Juvenile Crim.	20	11	Arrest on View Juv	20	11
Arrest Warrant JUV	0	0	Emer. Petition	48	50	Fingerprinting	0	2	RunAway & Miss Per.	0	1
Civil Citation	4	0									

Total Incidents Reported :

2021	2022
2,531	2,068

Chuck Ternent - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

JANUARY 2022

SWORN PERSONNEL: 43 SWON OFFICERS

Administration	6 officers
Squad D1	8 officers
Squad N1	7 officers
Squad D2	8 officers
Squad N2	7 officers
C3I/C3IN	3 officers
School Resource	1 officer
Academy	0 recruits
Medical/Modified Duty	3 officers

CIVILIAN EMPLOYEES: 6 full time, 9 part time

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

*=Grant funded

**=Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 500.25

COMP TIME USED: 120.75

SICK TIME USED: 474.25

YEAR TO DATE (beginning 07/01/21): 6,304.625

YEAR TO DATE (beginning 07/01/21): 1,238.625

YEAR TO DATE (beginning 07/01/21): 1,700

OVERTIME REPORT

OVERTIME WORKED: 110.5

HOSPITAL SECURITY: 98

COURT TIME WORKED: 36

YEAR TO DATE (beginning 07/01/21): 1,609

YEAR TO DATE (beginning 07/01/21): 663.5

YEAR TO DATE (beginning 07/01/21): 2,163

File Attachments for Item:

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

Utilities Division Activity Report for January 22 WATER

REQUEST	W/E 1/7/22	W/E 1/14/22	W/E 1/21/22	W/E 1/31/22	MONTHLY TOTALS
Service Technicians					
NON READS	18	34	30	44	126
FINAL READS/TURN ONS/SHUT OFFS & DEMOS	3	1	1	6	11
LEAK INVESTIGATIONS/turn off-on	5	5	8	13	31
METER/STOP INVESTIGATIONS	16	12	9	21	58
REPAIR WIRING/GET READING					0
ORANGE TAG FOR REPAIRS	1	4		4	9
RED/PINK TAG FOR SHUT OFF					0
TURN ON WATER	64	48	4	43	159
NONPMT/BAD CK/AGREE SHUT OFFS	68	46	2	32	148
SUSPENDED ACCTS - RECHECKS	36	2		15	53
REPLACE/REPAIR METER/LID/VALVE					0
DIRTY WATER/ODOR					0
SVC SEPARATIONS/INVESTIGATIONS					0
INSTALL COUPLERS/PLUGS/LOCK					0
NEW METER	3	4		1	8
METER FIELD TESTS-Residential					0
METER TESTS - Industrial					0
Ind - Register/Chamber Chg Out					0
Industrial - Chamber Cleaning					0
Industrial - Strainer Cleaning					0
HYDRANTS FLUSHED					0
PRESSURE CHECK/NO WATER/DIRTY WATER	1	1			2
MOVE METERS OUTSIDE/READINGS	8	2	1	4	15
SP Change Outs/Repairs/Reactivates/Move	11	6	1	5	23
Replace/Reattach smartpoint antenna					0
INSULATE METER BOXES					0
FREEZE UPS/METERS & LINES			1	7	8
CCP - BACKFLOW/RETRO	8	2	1	4	15
HYDRANT/IRRIGATION METER					0
Total					666

Pipe Technicians

LINE LOCATOR	103	76	85	115	379
TAPS SERVICED	6	4	1	5	16
LEAKS REPAIRED		4		4	8
FAYETTE ST MAIN REPLACEMENT					0
222 BOND ST - ABANDONED SERVICE	3				3
ASSIST WITH LINE LOCATES - MALL	3				3
OPENED FIRE HYD FOR FIRE DEPT	3				3
411 MEMORIAL - TOPSOILED METER BOX	3				3
ABANDONED SERVICE - 417 BROADWAY	3				3
ABANDONED SERVICE - 105 GRAND	3				3
CLEANED WAREHOUSE/TOOK OUT TRASH	3				3
404 WEMPE - TURNED ON WATER		2			2
CLEANED #306		3	2		5
807 MEMORIAL-TURNED OFF/LEAK PROP SIDE		3			3
LINE LOCATES - MALL		6			6
SNOW REMOVAL			10		10
COLD MIX HOLES			3		3
526 BEDFORD - RESET METER BX/BACKFILLED			4		4
354 BEDFORD - LEAK/TURNED OFF			3		3
LINE LOCATES - CENTRAL AVE			4		4
LINE LOCATES - ACRE/CRESCENT/ALLEG		3			3
CLEANED 304/EQUIPMENT/LOADER			3		3
ABANDONED SERVICE - CENTRAL AVE				4	4
UPDATED LOCATES ON REYNOLDS ST				4	4
16 & 38 MARY ST - RAISED METER BOXES				4	4
GREASEED & CLEANED BACKHOE				4	4
CLEANED DRAIN IN BACK OF VAC				4	4
PROSPECT SQ - REPLACED VALVE BOX LID				3	3
PIPE YARD - BRUNED SKIDS				3	3
HOLLAND ST - HYD LEAKING/OUT OF SERVICE				4	4

Watershed					
Removed trees & brush (several days)					
Removed downed tree from Teacup Ln					
Spot leak check - 36" main Lake Gordon Rd					
Hauled excavator from Fayette St to dam					
Refueled #392 & #317					
Removed old culverts, brush & trees					
Refueled 100 gal tank #379					
Hauled bobcat & box sweeper to warehouse					
Took steel plates back to pipe rack					
Backfilled hole & cold mixed Fayette St					
Assisted street dept with snow removal					
WFP - removed brush from field @ spoils pile					
Removed stumps from field					
Burned brush pile (several days)					
Took supplies to 304 crew (leak - Central Ave)					
Cleared brush & trees from emergency access rd					
Greased 392 & 317					
Refueled all equipment					
Flushed hyd - BW Dr & Moccasin Path					
Topped off generators					
Sharpened saws					
Pushed snow off dump site @ park					
Started all equipment due to temps below 0					
Assisted filtration plant with starting their equipment					
Moved brush above filtration plant					
Burned brush pile at filtration plant					
Moved #392 to warehouse for mechanics to perform maintenance					
Moved & burned brush pile at WFP					
Assisted mechanics with maintenance on 392					
Moved D5 from park to dam					
Greased excavator & D5					
Class A training on road tractor - Randon Crabtree					
Projects					
Projects					0
GRAND TOTAL					1166

January 2022 Monthly Report

FLOOD MAINTENANCE

Test run pumps and run gates
Check sewage regulators
Safety meeting
Clean pump station
Maintenance on flood pumps
Perform other maintenance work as required

SEWER BRANCH

Calls answered	8
Service lines opened	1
Owner's trouble	7
Traced lines/main	311
Mains Repairs/ Replace	4
Sewer taps installed/replaced	0
Cleaned catch basins	0
Cleanouts installed	1
Televised sewer mains	0 FEET
Televised sewer lines	0
Call outs/ overtime	12 callouts/ 65 hours overtime
Weekly check of overflows, pits	4
Catch basin repair/rebuild	0
Flushed mains	750 Feet
Gallons of water used	7,500 Gals.
605 Vac-con truck	3,000 Gals.

608 Flush truck

4,500 Gals.

Safety meeting

25 N. Center St. repair sewer line (NPL)

E Industrial Blvd ODC repair storm line (water)

Reynold St. repair 24" storm pipe. Inserted 14' of 15" pipe
through 24"

510 Ford Ave repair sewer service line add C/O

461 Central Ave. Temp. repair of storm drain

Cleaned storm drain at service center

Cleaned floor drains at public safety building

461 Central Ave cleaned storm drain for repairs (vac work)

334 Queen Cit Dr. vac manhole in front of Taco Bell and flush line

Checked Mechanic @ Valley St. CSO site.

Hydro 4 sites (sewer)

File Attachments for Item:

1. Approval of the Regular Session Minutes of November 2, 2021



Mayor and City Council of Cumberland

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

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

MINUTES

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

DATE: November 02, 2021

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

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

Also Present: Jeffrey Silka, City Administrator; Marjorie A. Woodring, City Clerk; Kenneth Tressler, Director of Administrative Services; Robert Smith, City Engineer; Chuck Ternent, Chief of Police; Shannon Adams, Interim Fire Chief

Mayor Morriss introduced Jeffrey Silka, the new City Administrator, and thanked Kenneth Tressler for the service he provided over the last 5-6 months as Interim City Administrator. The Mayor stated that Mr. Tressler had done a great job of holding everything together.

IV. Statement of Closed Meeting

1. Summary statement of closed meeting held October 27, 2021

Mayor Morriss announced that a closed session had been held on October 27, 2021 at 4:30 p.m. and read into the record a summary of that meeting which is attached hereto and made a part of these minutes as required under Section 3-306 (c) (2) of the General Provisions Article of the Annotated Code of Maryland.

V. Presentations

1. Quarterly presentation of awards to employees who have reached career milestones with the City of Cumberland.

Chief Ternent introduced Jerry Flanagan, and MPA Supervisor Kevin Ogle, Mr. Flanagan's direct supervisor, joined the Chief at the podium. The Chief stated that Mr. Flanagan has been with the City for 40 years, and said they were fortunate to have him. He advised that Mr. Flanagan manages all the parking maintenance, parking kiosks, meters, garages, etc., said he is very dependable, is always there when they need him, and said they appreciate all his years of work he's done for the City. The Chief also mentioned Mr. Flanagan's family who were in attendance.

Chief Ternent invited Lt. Andy Tichnell to the podium with him, as well as Capt. Jim Burt. The Chief announced that Lt. Burt was promoted this past Saturday, and is now the new Captain for the CPD.

Chief Ternent advised that Lt. Tichnell has been with the City for 20 years, and said he started out as a patrol officer and worked his way up to Lieutenant. The Chief advised that during Lt. Tichnell's tenure he has served as a detective, a patrol Sergeant, crime scene technician, and a motorcycle officer. Chief Ternent said that now Lt. Burt is a member of his staff, running the Criminal Investigation Division. The Chief said Lt. Burt is an important part of their staff, and said they very much appreciate his 20 years of service

VI. Proclamations

1. Proclaiming the month of November, 2021 to be Family Court Awareness Month in the City of Cumberland

Mayor Morris read the proclamation, and Heather Twigg accepted the proclamation on behalf of Tina from One Mom's Battle. She stated that 12 years ago Tina entered the family court system believing that child safety was prioritized, and found out it is not. Ms. Twigg discussed areas of concern, and said their goal is to shine a spotlight on research that has been done on this topic, which is not being utilized. She added that awareness is the first step to change, and thanked the City for standing with them to recognize the importance of a court system that prioritizes child safety.

VII. Director's Reports

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

(A) Administrative Services

1. Administrative Services monthly report for August, 2021

(B) Engineering

1. Engineering Division monthly report for October, 2021

(C) Public Works

1. Maintenance Division monthly report for September, 2021

VIII. Approval of Minutes

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

1. Approval of the Closed Session Minutes of August 10, 2021, and the Regular Session Minutes of September 21, 2021

IX. Unfinished Business

(A) Ordinances

1. **Ordinance 3902** (*2nd and 3rd readings*) - accepting the bid from RM & GM, LLC from the "Round III Surplus Property Sale" for the purchase of 130 Polk Street for the amount of \$2,500 and authorizing execution of a deed to effect the conveyance.

Mr. Tressler advised that this property was originally listed in Round II, and was inadvertently left off the surplus properties declaration.

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

Motion to approve the second reading and move to the third after comment was made by Councilman Frazier, seconded by Councilwoman Marchini, and was passed on a vote of 5-0.

Mayor Morriss called for questions or comments. Being none, the ordinance moved to its third reading.

THIRD READING: The ordinance was presented in title only for its third reading, and was passed on a vote of 5-0.

2. **Ordinance 3903** (*2nd and 3rd readings*) - accepting the bid from the "On-going Surplus Property Sale" for 3 Altamont Terrace from David W. Smith for the amount of \$100 and authorizing execution of a deed to effect the conveyance.

Mr. Tressler advised that this property was also originally listed in Round II, but did not receive a bid.

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

Motion to approve the second reading and move to the third after comment was made by Councilman Frazier, seconded by Councilwoman Marchini, and was passed on a vote of 5-0.

Mayor Morriss called for questions or comments. Being none, the ordinance moved to its third reading.

THIRD READING: The ordinance was presented in title only for its third reading, and was passed on a vote of 5-0.

3. **Ordinance 3904** (*2nd and 3rd readings*) - to repeal and reenact with amendments Sections 6-1 through 16-6 of the City Code to update employee paygrades.

Mr. Tressler advised that this ordinance was last updated in 2017, and since then there have been four 2% COLA increases, as well as a minimum wage increase. He added that this ordinance increases the base, midpoint, and maximum pay amounts by 5%.

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

Mayor Morriss called for questions or comments. Being none, the ordinance moved to its third reading.

THIRD READING: The ordinance was presented in title only for its third reading, and was passed on a vote of 5-0.

X. New Business

(A) Ordinances

1. **Ordinance 3905** (*1st reading*) - approving an application to amend the City's zoning map to rezone property at 718 Frederick Street from R-U (Urban Residential) to R-R (Rehabilitation and Redevelopment) Floating Zone.

Mr. Tressler advised that a public hearing on this ordinance was held at the last M&CC Regular Session.

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

2. **Ordinance 3906** (*1st reading*) - accepting the bid from Michael W. and Kimberly A. McKay for the purchase of 17 Paw Paw Alley and authorizing execution and conveyance of a deed to effect the transfer.

Mr. Tressler advised that this property was originally listed in Round III, and received no bid at that time.

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

(B) Orders (Consent Agenda)

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

Order 26,894 - accepting the sole source proposal from Gwin, Dobson & Foreman in the not-to-exceed amount of \$26,870 to support the City's efforts to renew the Water Allocation Permit from the PA Department of Environmental Protection for the Water Filtration Plant.

Mr. Tressler advised that Gwin, Dobson & Foreman performed an assessment in 2018, and are familiar with the system, and also have a lot of experience with the EPA.

Order 26,895 - approving the sole source purchase of one (1) New Ford F150 Extended Cab Pickup Truck and one (1) New Ford F150 Regular Cab Pickup Truck from Keystone Ford using CoStars joint purchase pricing in the total amount not-to-exceed \$69,474.

Mr. Tressler advised that CoStar is a competitive cooperative purchasing bid, and the City is piggy-backing on it.

Order 26,896 - accepting the sole source proposal from Belt Paving, Inc. for the "Merchant's Alley and Kelly Road Paving Project (22-21-P)" in the estimated lump sum cost of \$68,295.

Mr. Tressler advised that this needs to get done this paving season to prepare for calendar year 2022 projects, and had to be sole sourced to Belt Paving in order to accomplish that.

Order 26,897 - approving a one-time Historic District Property Tax Credit in the amount of \$2,343.50 for 600 Washington Street (Tax No. 06-017118) to be used within five (5) years, and a one (1) year property tax assessment freeze.

Mr. Tressler advised that this project went through the HPC process, and was for roof replacement and gutter repair.

Order 26,898 - authorizing execution of a Second Amendment to the current Collective Bargaining Agreement with AFSCME #553 to allow for 12-hour shifts for employees at the Water Reclamation Plant and Water Filtration Plant.

Mr. Tressler advised that this is an attempt by management to address significant turn-over that the City is experiencing at the WWTP, and worked with the union in an effort to improve the employees' work/life balance.

Order 26,899 - declaring City-owned properties 107 Springdale Street, 109 Springdale Street, 105 Grand Avenue, 14 W. First Street, and 417 Broadway Street as surplus and authorizing them for sale to the general public.

Mr. Tressler advised that these properties were obtained through the donation process, and said that two will be demolished due to neighborhood complaints, and two are already gone.

Order 26,900 - authorizing the City Administrator or their designee to execute contracts with new hires at the Water Reclamation Facility and the Water Filtration Plant to provide terms by which new hires agree to remain employed in the department they were originally hired into and are not eligible to transfer to another department for a period of five (5) years from their date of hire.

Mr. Tressler advised that this is another step being taken to address turn-over issues.

XI. Public Comments

Chris Myers, 15 S. Liberty Street, stated he owns and business and works downtown, and thanked M&CC for the recent White Cane Awareness Day proclamation. He said that he could not be at the meeting due to a work conflict. He said that tying on with the topic of white cane awareness, he wanted to discuss crossings and sidewalks. He explained an incident where he and his guide dog were injured, but not seriously, at the Baltimore and Mechanic Streets crossing by a

hit and run driver. He stated that there continues to be a problem with pedestrian safety in Cumberland, specifically at that intersection, and said the cycling of the lights there is much too long, with most pedestrians not waiting for the walk light. He added that he realizes this wouldn't get addressed until after the Baltimore Street Redesign, but said he thinks the City could change the cycling with current traffic equipment that's there. Mr. Myers also discussed the right-on-stop sign in front of the Kensington, and said it needs to be changed to a 3-way stop, and provided some ideas to Council, along with discussing the sidewalk situation on Washington Street. Lastly, Mr. Myers suggested promoting pedestrian safety awareness, as well as enforcing right-on-red issues in downtown, Greene Street, Queen City Drive, and that whole corridor.

Mayor Morris advised Mr. Myers that Council has had this discussion from another citizen recently, and said they have been reviewing the intersection at the Kensington, looking at different signs, and are actively engaged at looking into it. The Mayor added that there have also been some discussions about audible pedestrian crossing safety devices. -

Janet Wunderlick, 15 Prospect Square, owner of WCBC building, said Chris Myers said a lot of what she was going to say. She said that she, too, has dashed through traffic at the intersection Mr. Myers spoke about, after waiting for the signal to change, and added that this corner is a challenge between pedestrians and vehicles. Ms. Wunderlick stated that the rolling corner, right on red, is deadly. She asked M&CC to prioritize this issue to Jason Deal, Superintendent of Streets, to seriously look at this and come up with recommendations very soon, like the audible crossing signal. She added that the Kensington is very dangerous, and said it's important for visitors to feel safe when crossing, and encouraged M&CC to walk the areas with safety issues to see what it's like for pedestrians.

Mayor Morris replied that they are actively looking at things to make the downtown more walkable. Robert Smith, City Engineer, stated that the Baltimore St. Access Project will have cross walk lights in the area discussed converted to audible. He also advised that they will have a new traffic controller, and added that the City's timing is within the state recommended times, but said they can look at it. Mr. Smith explained that the Baltimore/Greene/Washington Street intersection was set up based on recommendations from a 2009 Whitman Requardt & Associates study that evaluated traffic issues around the entire City, and said this wasn't done in a vacuum. He explained further that a lot of the problem is due to queuing and stacking issues, and said the City is trying to balance everything, stated that nothing is being ignored, and added that he is re-looking at the studies to see if there are other recommendations.

Chief Ternent advised that in 2020 the CPD recognized a problem with pedestrian safety, and even had a pedestrian fatality. He stated that the goal of the CPD is to increase enforcement. He said they did do checkpoints, gave pamphlets to drivers, and informed pedestrians, and said they do take it seriously. He advised that in the past they have had funding from the Maryland Highway Safety Office, and said they will explore that again.

Councilwoman Marchini noted that there needs to be driver awareness, and said people drive right through cross walks, and said it's being done at City Hall as well. She suggested that the City may need a marketing plan to advertise that pedestrians have the right of way. Councilman Cioni said that walkability needs addressed, and Councilman Frazier reiterated that the pedestrian crossings at City Hall do not feel safe – no driver awareness.

All public comments are limited to 5 minutes per person

XII. Adjournment

With no further business at hand, the meeting adjourned at 7:06 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

File Attachments for Item:

. Ordinance No. 3908 (*1st reading*) - accepting the bid from EZ Out, Inc. for the purchase of surplus properties at 32 Laings Avenue., 105-107 Fifth Street, and 305-307 Fifth Street for the total amount of \$600 and authorizing execution of a deed to convey the properties to EZ Out, Inc.

ORDINANCE NO. 3908

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT BIDS FOR THE PURCHASE OF CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 32 LAINGS AVENUE, 105-107 FIFTH STREET, AND 305-307 FIFTH STREET, AND TO AUTHORIZE THE CONVEYANCE OF THESE PROPERTIES TO EZ OUT, INC., SUBJECT TO THE TERMS SET FORTH HEREINAFTER, AND TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of certain parcels of real property located at 32 Laings Avenue, 105-107 Fifth Street, AND 305-307 Fifth Street, Cumberland MD (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 the "2020 Request for Bids Surplus Properties Round II" but were not bid upon in the original solicitation for bids;

WHEREAS, the City has since received a bid for the Properties through the City's "On-Going Surplus Property Sale" and staff is recommending that the Mayor and City Council award the bid for the Properties to EZ Out, Inc. for the total amount of \$600.00 (Six Hundred Dollars); and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council accept the bid of EZ Out, Inc. for the sum of \$600.00 (Six Hundred Dollars) subject to the following terms and conditions:

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

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

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

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

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

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

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

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

Passed this _____ day of _____, 2022.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

EXHIBIT A

QUITCLAIM DEED

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

WITNESSETH:

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

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

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

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

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring, City Clerk

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

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

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

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN

File Attachments for Item:

. Ordinance No. 3909 (*1st reading*) - repealing City Code Sections 2-171 to 2-175 pertaining to the City's purchasing policy and reenacting them with amendments, and enacting Section 2-177 pertaining to Change Orders

ORDINANCE NO. 3909

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO REPEAL SECTIONS 2-171 TO 2-175 PERTAINING TO THE CITY'S PURCHASING POLICY AND TO REENACT THEM WITH AMENDMENTS AND TO ENACT SECTION 2-177 PERTAINING TO CHANGE ORDERS."

WHEREAS, staff revisits the terms of the City's Purchasing Policy (i.e., Chapter 2, Article IV, Division 3 of the City Code) from time to time on an as-needed basis;

WHEREAS, in the course of administering the Purchasing Policy, staff identified provisions that should be changed to facilitate the processing of purchases, to fill gaps in the said Policy that need to be filled, to clarify Policy terms, and to effect certain changes in word usage. These are the purposes for the repeal and reenactment of Sections 2-171 to 2-175.

WHEREAS, the Purchasing Policy does not include provisions pertaining to change orders. The enactment of Section 2-177 fills that gap.

WHEREAS, it is expected that these changes will provide staff with more thorough guidance in making purchases for the City.

NOW, THEREFORE, IT IS ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND AS FOLLOWS:

SECTION 1: Sections 2-171 TO 2-175 of the Code of the City of Cumberland (1991 Edition) are repealed and reenacted and shall read as follows:¹

Sec. 2-171. - Purchases of supplies, maintenance/repair contracts, professional service contracts and equipment.

- (a) *Purchases requiring bidding.* All purchases of supplies, maintenance/repair contracts, professional service contracts or equipment, the purchase price of which exceeds twenty-five thousand dollars (\$25,000.00), shall be made only

¹ A text-edited version of these sections is attached hereto as Attachment 1.

after competitive bidding or written quotations have been invited, except as otherwise set forth in this section. Purchases exceeding twenty-five thousand dollars (\$25,000.00) are subject to the final approval of the City Council.

(b) *Purchases not requiring bidding.*

- (1) *Purchases for two thousand five hundred dollars (\$2,500.00) or less.* All purchases of supplies, maintenance/repair contracts, professional service contracts or equipment costing two thousand five hundred dollars (\$2,500.00) or less shall be made upon the requisition of the department head if funds are available in an approved budget.
- (2) *Purchases from two thousand five hundred dollars and one cent (\$2,500.01) to five thousand dollars (\$5,000.00).* All purchases of supplies, maintenance/repair contracts, professional service contracts or equipment costing two thousand five hundred dollars and one cent (\$2,500.01) or more but less than or equal to five thousand dollars (\$5,000.00) shall be made upon the requisition of the department head if funds are available in an approved budget. It shall be the department head's responsibility to ensure the selection of a vendor that can meet the specifications required for the purchase at the lowest and/or best bid deemed to be reasonable and in the *best interests* of the City as provided for in section 2-175(g) hereinafter.
- (3) *Purchases from five thousand dollars and one cent (\$5,000.01) to twenty-five thousand dollars (\$25,000.00).* All purchases of supplies maintenance/repair contracts, professional service contracts or equipment costing five thousand dollars and one cent (\$5,000.01) or more but less than or equal to twenty-five thousand dollars (\$25,000.00) may be made only after requests for quotations of price are made and, if received from suppliers of the supplies or equipment to be purchased, reviewed and approved by the appropriate department head. Where possible, quotations shall be requested from at least three (3) suppliers. Such purchases shall be made upon the requisition of the department head if accounted for in an approved budget, or with the concurrence of the City Administrator if the purchase is not a specific budget item. It shall be the department head's and, if applicable, the City administrator's responsibility to ensure the selection of a vendor that can meet the specifications required for the purchase at the lowest and/or best bid deemed to be reasonable and in the best interests of the City as provided for in section 2-175(g) hereinafter.

(c) *Purchasing cooperatives, state and local government contracts (Piggybacking Contracts).* Purchases of supplies, maintenance/repair contracts, professional service contracts and equipment may be made from recognized purchasing cooperatives or by piggybacking as add-ons to or in connection with, state or local government and government agency contracts which are known to have been competitively bid when sourced, provided the pricing for the City is identical to the pricing in the state or local government contract. The purpose of making purchases in the manner set forth herein is to enable the City to take advantage of bulk purchase pricing and special sales opportunities. The requirements relative to competitive bidding in Sec. 2-171(a) and obtaining quotes from at least three (3) suppliers as is set forth in section 2-171(b)(3) may be waived for the purchases which are the subject to this subsection.

(d) *Sole source purchases.* Sole source purchases include the purchases of supplies, maintenance/repair contracts, professional service contracts and equipment in circumstances where (i) there is a need for standardization or interchangeability of parts for the City's machinery or equipment, (ii) the maintenance/repair contracts, professional service contracts or equipment is available only through a sole source or a source that has significant familiarity with the City resource for which the purchase is sought, (iii) the purchase is required for emergency use, or (iv) the purchase of used equipment, a piece of equipment or a motor vehicle of a model year which is older than the most current year model available for purchase in the marketplace, provided in either case, that the equipment, piece of equipment or motor vehicle is deemed to be adequate for its intended purpose.

- (1) Sole source purchases costing less than five thousand dollars (\$5,000.00) may be made upon approval by the department head.
- (2) Sole source purchases costing more than five thousand dollars (\$5,000.00) but less than or equal to twenty-five thousand dollars (\$25,000.00) may be made upon the requisition of the department head, funding approval of the comptroller, and final approval by the City Administrator. All such purchases shall be reported to the City Council. The requirements relative to obtaining quotes from at least three (3) suppliers as is set forth in subsection (b)(3) may be waived at the discretion of the City Administrator.
- (3) Sole source purchases costing more than twenty-five thousand dollars (\$25,000.00) may be made upon the requisition of the department head, funding approval of the comptroller, and approval by the City

Administrator with final approval by the City Council. Competitive bidding in such cases may be waived at the discretion of the City Council.

(e) *Commodities and services that are exempt from competitive bidding and quotation requirements.* The following list of commodities and services are exempt from competitive bidding or obtaining quotes from at least three (3) suppliers and therefore not subject to Sec. 2-171(d)(1) and Sec 2-171(d)(2). The following items comprise the non-competitive/exempt list of commodities and services that may be purchased directly by departments.

1. *Advertising.* Any advertisement placed directly with newspapers, trade magazines, radio, broadcast television, cable television, etc.
2. *Professional services.* This exemption includes attorneys and law firms, hearing examiners, court reporters, physicians, investment and insurance brokers, and certified public accountant firms.
3. *Contracts with governments and governmental agencies.* Any contract with a state or local government, the federal government or any agencies of the foregoing where no competition is available and the other governmental agency directly or indirectly provides the service. Examples include water line projects with local communities and environmental studies with federal agencies.
4. *Employee reimbursable expenses.*
5. *Entertainers.* Individuals and/or groups contracted at the request of the City to entertain or assist in the production of entertainment.
6. *Grants.* All grants awarded by the City are exempt.
7. *Hospitality.* Hospitality expenses include food, beverages, facility rental, entertainment and other similar expenses relating to conducting City business.
8. *Medical fees.* Fees for medical services (behavioral and physical) from individual doctors, dentists, clinics, hospitals, audiologists, county medical examiners, physical and occupational therapists, behavioral counseling and evaluations, etc. for individual patients, inmates, and clients where the City is responsible for payment. This exemption includes body transportation by funeral homes.
9. *Resale items.* Items that are acquired specifically for resale to the general public should be selected on the basis of quality and delivery constraints due to customer demand.
10. *Software maintenance.* All non-competitive proprietary software licensing and maintenance must be pre-approved by the IT Department.
11. *Activities.* (Lecturers, entertainers, athletic events, referees, teachers [for services requiring teacher certification, etc.]
12. *Investigative services; experts and witnesses for legal proceedings.* For administrative hearings and legal procedures.
13. *Subscriptions and publications.* Newspapers, textbooks and publications – electronic and hard copies, computer software – purchased directly from the publisher or distributor.
14. *Training activities.* Lecturers, honorariums, copyrighted test and training materials, test monitors/examination proctors, etc., where competition is not available.
15. *Tuition, stipends, accreditations and registration fees.* Tuition, stipends, accreditations and registration fees for employee training, continuing education, certifications and similar expenses are exempt.

(f) *Emergency purchases.* A public emergency exists when there is an imminent or actual threat to public health, safety, and welfare. Purchases necessitated by public emergencies are exempt from subsections (a) and (b) of

this section. Such purchases shall be made at the discretion of the department head when the expected cost is less than or equal to twenty-five thousand dollars (\$25,000.00) or the City Administrator when the expected cost is greater than twenty-five thousand dollars (\$25,000.00). The City Administrator may schedule a special meeting of the Council as soon as is practicable so that it can decide whether to authorize the further expenditure of funds to abate the emergency or rectify the conditions which caused it. Section 2-171 shall not apply for so long as a public emergency exists.

(g) *Engineering contractual services.* Due to the complexity of engineering projects, engineering contractual services may be procured by soliciting a request for proposal (RFP) or request for qualifications (RFQ) from no less than three qualified engineering firms, as determined by the City Engineer, for the purpose of selecting the most highly qualified firm for a given project regardless of the contract value.

(1) An RFP shall be issued when a project's scope, budget, and schedule have already been determined by the City Engineer.

(2) An RFQ shall be issued when a project's scope, budget and schedule have not been determined by the City Engineer. Engineering Contractual Services may be awarded by either a low-bid or an evaluated bid process as determined necessary by the City Engineer in order to retain the most highly qualified firm.

When an evaluated bid process is utilized, the basis for the evaluation (i.e., scoring matrix) shall be outlined in the RFP/RFQ documents provided to the solicited firms. When such services have been competitively procured by another government entity on an open-ended contract basis (i.e., Maryland Department of Transportation, Cumberland Area Metropolitan Planning Organization, etc.) the terms of section (c) shall apply. As engineering projects are often executed in multiple phases, the engineering firm that performed the initial engineering contractual services contract may be retained for the follow-up phases, provided their performance is satisfactory, as determined by the City Engineer, and the engineering firm provides a comprehensive proposal of additional services to be provided.

(h) *Positions/officers identified in Charter.* For purposes of this section, professional service contracts do not include employees or independent contractors filling positions or offices with the City which are identified in the City charter. Said positions are exempt from section 2-171.

(i) *Purchase orders.* Except for purchases for emergency repairs, postage, expense accounts, utilities and insurance, all purchases of supplies, maintenance/repair contracts, professional service contracts and equipment costing more than five hundred dollars (\$500.00) shall be accompanied by purchase orders which shall be submitted to the City Comptroller.

(j) *Purchasing policy abrogated.* Effective December 5, 2017, the terms of sections 2-171 to 2-174 supersede and take the place of any previously existing purchasing policy.

Sec. 2-172. - Leases of equipment.

Leases of equipment shall be authorized and made in the same manner as purchases of supplies, maintenance/repair contracts, professional service contracts and equipment as provided for in section 2-171. The purchase price for a capital lease of equipment shall be deemed to be the purchase price for the equipment had it been sold to the City for its estimated fair market value. The purchase price for any other type of lease of equipment shall be deemed to be the rent due for its initial term and any renewal terms thereof.

Sec. 2-173. - Construction contracts.

(a) *Contracts requiring bidding.* All contracts for public works, construction of capital improvements or other construction, the cost of which is expected to exceed twenty-five thousand dollars (\$25,000.00), shall be made only after competitive bidding has been invited, except as otherwise set forth in this section.

(b) *Contracts not requiring bidding.*

- (1) Contracts for public works or construction of capital improvements costing twenty-five thousand dollars (\$25,000.00) or less may be made without competitive bidding only after requests for quotations are made of general or special contractors and such quotations of price, if received, are reviewed and approved. Where possible, quotations shall be requested from at least three (3) contractors. Such contracts shall be made by the City Council, upon recommendation of the City Engineer and approval of the City Administrator.
- (2) *Public emergency.* A public emergency exists when, as determined by the City administrator, there is an imminent or actual threat to public health, safety, and welfare, and the need for the item will not permit the delay resulting from competitive bidding or compliance with subsection (e). A contract may be awarded, without competitive bidding and without regard to the bidding procedures set forth in section 2-175, when there is a public emergency. The City Administrator shall employ third parties, if necessary, to address the emergency and may, in his or her discretion so as to bring the matter to the council's attention as soon as is practicable, schedule a special meeting of the council so that it can determine whether to authorize the further expenditure of funds to abate the emergency or rectify the conditions which caused it and whether to waive the competitive bidding requirement so as to address the public emergency without delay.

Sec. 2-174. - Commission-based contracts.

- (a) Commission-based contracts are those contracts under which compensation is regularly based on a commission fee as a percentage of the sale price for the services provided, such as real estate listing agreements and auctioneer contracts. Unless the bid documents provide otherwise, the compensation payable under a commission-based contract need not be stated as a percentage of the price of the property being sold.
- (b) *Contracts not requiring bidding.* If the value of the property being sold is one hundred thousand dollars (\$100,000.00) or less, competitive bidding shall not be required. Where possible, quotations shall be requested from at least three (3) contractors. Such contracts shall be subject to the approval of the City Council.
- (c) Contracts requiring bidding. If the value of the property being sold exceeds one hundred thousand dollars (\$100,000.00), competitive bidding shall be required.

Sec. 2-175. - Bidding procedure.

- (a) *Bidding document preparation.* When public competitive bidding is required, the bids shall be prepared by the individuals identified below.
 - (1) *Public works contracts.* Bidding documents for public works contracts shall be prepared under the direction of the City Engineer.
 - (2) *All other contracts.* Bidding documents for contracts other than public works contracts shall be prepared by the department initiating the purchase.
- (b) *Filing/approval of bidding documents.* When prepared, bidding documents shall be filed with the City Clerk. Such documents are subject to the approval of the City Administrator.
- (c) *Solicitation of bids.* Upon the approval of the City Administrator, the City Clerk shall solicit bids by advertising at least once for not less than five (5) days (i) in a newspaper of general circulation within the City, (ii) on the City's website and (iii) any other required location required by project funding source. The City Clerk may also advertise in trade or professional journals or publications when such advertising is deemed to be in the best interests of the competitive bidding process.
- (d) *Bid Opening.* All bids shall be in writing and sealed, and shall be opened at a public meeting to be held on the day and time and at such place as is designated in the advertisement for bids. The City Clerk, or in the absence of the City Clerk, the City Administrator, shall conduct the bid opening.
- (e) *Bid qualification.* For a bid to be considered, the bidder must be in good standing with the Maryland State Department of Assessment and Taxation and/or qualified to do business in the State of Maryland, any taxes due to the City must be paid current, and the bid must be responsive to the solicitation. In addition, bids shall be disqualified as being nonresponsive under the following circumstances:

- (i) If a bid needs to be amended after the bid closing date and the amendment would place the bidder at a comparative advantage over other bidders (e.g., changing a price, clarifying line-item pricing which affects the total amount of a bid, or filling in a line item for pricing that was omitted).
 - (ii) A bidder's post-closing date failure to supplement a bid within five (5) business days after the date it is provided with written notification that such supplementation is required.
 - (iii) A bidder's failure to comply with one or more substantive bid requirement.
- (f) Upon opening of bids as provided in this section, the bids shall be submitted to the initiating department for review and tabulation. That department shall then make a recommendation to the City Administrator regarding which bid should be accepted. The City Administrator shall then certify to the City Council that all appropriate bidding procedures have been followed and that the lowest and best bid deemed to be reasonable and in the best interests of the City has been selected for award or that other recommendations are being made.
- (g) *Acceptance of lowest and best bid, other bid disposition.* The City Council may accept the lowest and/or best bid deemed to be reasonable and in the best interests of the City. In assessing whether the acceptance of a bid is in the best interests of the City, the City Council shall consider the following: (i) the proposed price: (ii) the quality of the proposed goods, work and/or services: (iii) the sufficiency of the bidder's resources to meet contract requirements: (iv) the bidder's technical experience and expertise: (v) the time of delivery or completion: (vi) the responsibility of the bidder: and (vii) any other relevant factors. The City Council may also reject any or all bids, may readvertise for new bids, and may postpone or abandon any purchase, lease, contract or project.
- (h) Notwithstanding the foregoing, in the event any purchase is funded in whole or in part by the state or federal government or any agency thereof and that entity conditions its funding upon the City complying with its protocols and procedures regarding competitive bidding, the City shall comply with those protocols and procedures except in such instances where a hereinbefore set forth bidding procedure imposes a higher standard and the funding entity requires that City protocols and procedures be followed.

SECTION 2: Sections 2-177 of the Code of the City of Cumberland (1991 Edition) is hereby enacted and shall read as follows:

Sec. 2-177. – Change Orders.

Change orders are issued as the need arises so as to track contract changes and costs. They are required when changes in the project scope or order result from unforeseen circumstances during the course of a project. When changes in the work or quantities require modification of the contract or order price, the initiator of the change shall promptly detail an itemized breakdown of quantities and prices used in computing the value of the change along with a detailed explanation/justification and if applicable, the modified scope of work. Change orders may be processed as follows:

- (a) All change orders to purchases of supplies, maintenance/repair contracts, professional service contracts or equipment, the purchase price of which exceeds twenty-five thousand dollars (\$25,000.00), shall be made subject to the final approval by the City Council unless the scope of the project has not changed and the value of the order is not exceeded.
- (b) *Change orders not requiring City Council approval.*
 - (1) Change Orders on purchasing not exceeding twenty-five thousand dollars (\$25,000.00). Change orders related to purchases of supplies maintenance/repair contracts, professional service contracts or equipment costing less than or equal to twenty-five thousand dollars (\$25,000.00) may be made upon the requisition of the department head if funds are available in an approved budget and the total cost does not exceed twenty-five thousand dollars (\$25,000.00). It shall be the department head's and, if applicable, the City

Administrator's responsibility to ensure the specifications required are directly related, but omitted from the original purchase or contract scope and are at the lowest cost to the City.

SECTION 3: This Ordinance shall take effect from the date of its passage.

Passed this _____ day of March, 2022.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

ATTACHMENT 1

ATTACHMENT 1

Sec. 2-171.- Purchases of supplies, maintenance/repair contracts, professional service contracts and equipment.

(a)– Purchases requiring bidding. All purchases of supplies, maintenance/repair contracts, professional service contracts or equipment, the purchase price of which exceeds twenty-five thousand dollars (\$25,000.00), shall be made only after competitive bidding ~~has or written quotations have~~ been invited, except as otherwise set forth in this section. ~~Purchases exceeding twenty-five thousand dollars (\$25,000.00) are subject to the final approval of the City Council.~~

(b)– Purchases not requiring bidding.

(1)– Purchases for two thousand five hundred dollars (\$2,500.00) or less. All purchases of supplies, maintenance/repair contracts, professional service contracts or equipment ~~the purchase price of which is costing two thousand~~ five hundred dollars (\$2,500.00) or less shall be made upon ~~the~~ requisition of the department head if funds are available in an approved budget.

(2)– Purchases from two thousand five hundred ~~one~~ dollars (\$501.00) and one cent (\$2,500.01) to five thousand dollars (\$5,000.00). All purchases of supplies, maintenance/repair contracts, professional service contracts or equipment costing ~~two thousand five hundred one~~ dollars (\$501.00) ~~and one cent (\$2,500.01)~~ or more but less than or equal to five thousand dollars (\$5,000.00) shall be made upon ~~the~~ requisition of the department head if funds are available in an approved budget. It shall be the department head's responsibility to ensure the selection of a vendor that can meet the specifications required for the purchase at the lowest ~~cost and/or best bid deemed to be reasonable and in the best interests of the City as provided for in section 2-175(g) hereinafter.~~

(3)– Purchases from five thousand ~~one~~ dollars and one cent (\$5,001.00) to twenty-five thousand dollars (\$25,000.00). All purchases of supplies maintenance/repair contracts, professional service contracts or equipment costing five thousand ~~one~~ dollars ~~and one cent (\$5,001.00) or more but less than or equal to twenty-five thousand dollars (\$25,000.00) may be made only after requests for quotations of price are made and, if received from suppliers of the supplies or equipment to be purchased, reviewed and approved by the appropriate department head. Where possible, quotations shall be requested from at least three (3) suppliers. Such purchases shall be made upon the requisition of the department head if accounted for in an approved budget, or with the concurrence of the city administrator if the purchase is not a specific budget item. City Administrator if the purchase is not a specific budget item. It shall be the department head's and, if applicable, the City administrator's responsibility to ensure the selection of a vendor that can meet the specifications required for the purchase at the lowest and/or best bid deemed to be reasonable and in the best interests of the City as provided for in section 2-175(g) hereinafter.~~

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~~(e) — (c) Purchasing cooperatives, state and local government contracts (Piggybacking Contracts). Purchases of supplies, maintenance/repair contracts, professional service contracts and equipment may be made from recognized purchasing cooperatives or by piggybacking as add-ons to or in connection with, state or local government and government agency contracts which are known to have been competitively bid when sourced, provided the pricing for the City is identical to the pricing in the state or local government contract. The purpose of making purchases in the manner set forth herein is to enable the City to take advantage of bulk purchase pricing and special sales opportunities. The requirements relative to competitive bidding in Sec. 2-171(a) and obtaining quotes from at least three (3) suppliers as is set forth in section 2-171(b)(3) may be waived for the purchases which are the subject to this subsection.~~

~~(d) Sole source purchases. Sole source purchases include the purchases of supplies, maintenance/repair contracts, professional service contracts and equipment in circumstances where (i) there is a need for standardization or interchangeability of parts with respect to for the city's City's machinery or equipment, (ii) the maintenance/repair contracts, professional service contracts or equipment is available only through a sole source or a source that has significant familiarity with the city City resource for which the purchase is sought, (iii) the purchase is required for emergency use, (iv) through joint efforts with other agencies, such as those of the state, county and board of education, the city is able to take advantage of bulk purchase pricing and special sales opportunities, or (v) or (iv) the purchase of used equipment or, a piece of equipment or a motor vehicle of a model year which is older than the most current year model available for purchase in the marketplace, provided in either case, that the equipment, piece of equipment or motor vehicle is deemed to be adequate for its intended purpose.~~

~~(1) — The terms of subsection (c) do not apply to sole. Sole source purchases costing less than five thousand dollars (\$5,000.00) or less. Such purchases shall may be subject to subsections (b)(1) and (b)(2) of this section except that all such purchases shall be reported to made upon approval by the mayor and city council department head.~~

~~(2) — Sole source purchases costing more than five thousand dollars (\$5,000.00) but less than or equal to twenty-five thousand dollars (\$25,000.00) may be made upon the requisition of the department head, funding approval of the comptroller, and final approval by the city administrator City Administrator. All such purchases shall be reported to the mayor and city council City Council. The requirements relative to obtaining quotes from at least three (3) suppliers as is set forth in subsection (b)(3) may be waived in at the discretion of the city administrator City Administrator.~~

~~(3) — Sole source purchases costing more than twenty-five thousand dollars (\$25,000.00) may be made upon the requisition of the department head, funding approval of the comptroller, and approval by the city administrator City Administrator with final approval by the mayor and city council City Council. Competitive bidding in such cases may be waived in at the discretion of the mayor City Council.~~

~~(e) Commodities and services that are exempt from competitive bidding and council quotation requirements. The following list of commodities and services are exempt from competitive bidding or obtaining quotes from at least three (3) suppliers and therefore not subject to Sec. 2-171(d) — (1) and Sec 2-171(d)(2). The following items comprise the non-~~

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competitive/exempt list of commodities and services that may be purchased directly by departments.

1. *Advertising.* Any advertisement placed directly with newspapers, trade magazines, radio, broadcast television, cable television, etc.
2. *Professional services.* This exemption includes attorneys and law firms, hearing examiners, court reporters, physicians, investment and insurance brokers, and certified public accountant firms.
3. *Contracts with governments and governmental agencies.* Any contract with a state or local government, the federal government or any agencies of the foregoing where no competition is available and the other governmental agency directly or indirectly provides the ~~service contracts~~. Examples include water line projects with local communities and environmental studies with federal agencies.
4. *Employee reimbursable expenses.*
5. *Entertainers.* Individuals and/or groups contracted at the request of the City to entertain or assist in the production of entertainment.
6. *Grants.* All grants awarded by the City are exempt.
7. *Hospitality.* Hospitality expenses include food, beverages, facility rental, entertainment and other similar expenses relating to conducting City business.
8. *Medical fees.* Fees for medical services (behavioral and physical) from individual doctors, dentists, clinics, hospitals, audiologists, county medical examiners, physical and occupational therapists, behavioral counseling and evaluations, etc. for individual patients, inmates, and clients where the City is responsible for payment. This exemption includes body transportation by funeral homes.
9. *Resale items.* Items that are acquired specifically for resale to the general public should be selected on the basis of quality and delivery constraints due to customer demand.
10. *Software maintenance.* All non-competitive proprietary software licensing and maintenance must be pre-approved by the IT Department.
11. *Activities.* (Lecturers, entertainers, athletic events, referees, teachers [for services requiring teacher certification, etc.]
12. *Investigative services; experts and witnesses for legal proceedings.* For administrative hearings and legal procedures.
13. *Subscriptions and publications.* Newspapers, textbooks and publications – electronic and hard copies, computer software – purchased directly from the publisher or distributor.

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14. Training activities. Lecturers, honorariums, copyrighted test and training materials, test monitors/examination proctors, etc., where competition is not available.

15. Tuition, stipends, accreditations and registration fees. Tuition, stipends, accreditations and registration fees for employee training, continuing education, certifications and similar expenses are exempt.

(f) Emergency purchases. A public emergency exists when there is an imminent or actual threat to public health, safety, and welfare. Purchases necessitated by public emergencies are exempt from subsections (a) and (b) of this section. Such purchases shall be made at the discretion of the department head when the expected cost is less than or equal to twenty-five thousand dollars (\$25,000.00) or the City Administrator when the expected cost is greater than twenty-five thousand dollars (\$25,000.00). The City Administrator may schedule a special meeting of the Council as soon as is practicable so that it can decide whether to authorize the further expenditure of funds to abate the emergency or rectify the conditions which caused it. Section 2-171 shall not apply for so long as a public emergency exists.

(g) Engineering contractual services. Due to the complexity of engineering projects, engineering contractual services may be procured by soliciting a request for proposal (RFP) or request for qualifications (RFQ) from no less than three qualified engineering firms, as determined by the City Engineer, for the purpose of selecting the most highly qualified firm for a given project regardless of the contract value.

(1) An RFP shall be issued when a project's scope, budget, and schedule have already been determined by the City Engineer.

(2) An RFQ shall be issued when a project's scope, budget and schedule have not been determined by the City Engineer. Engineering Contractual Services may be awarded by either a low-bid or an evaluated bid process as determined necessary by the City Engineer in order to retain the most highly qualified firm.

When an evaluated bid process is utilized, the basis for the evaluation (i.e., scoring matrix) shall be outlined in the RFP/RFQ documents provided to the solicited firms. When such services have been competitively procured by another government entity on an open-ended contract basis (i.e., Maryland Department of Transportation, Cumberland Area Metropolitan Planning Organization, etc.) the terms of section (c) shall apply. As engineering projects are often executed in multiple phases, the engineering firm that performed the initial engineering contractual services contract may be retained for the follow-up phases, provided their performance is satisfactory, as determined by the City Engineer, and the engineering firm provides a comprehensive proposal of additional services to be provided.

(h) Positions/officers identified in Charter. For purposes of this section, professional service contracts do not include ~~employment~~employees or independent ~~contractor contracts for~~

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contractors filling positions or offices with the cityCity, which are identified in the cityCity charter. Said positions are exempt from section 2-171.

(e) —

(i) Purchase orders. ~~With the exception of~~ Except for purchases for emergency repairs, postage, expense accounts, utilities and insurance, all purchases of supplies, maintenance/repair contracts, professional service contracts and equipment costing more than five hundred dollars (\$500.00) shall be accompanied by purchase orders which shall be submitted to the city comptrollerCity Comptroller.

(f) —

(j) Purchasing policy abrogated. ~~In that the terms of the city's existing purchasing policy have been modified and fully integrated into~~ Effective December 5, 2017, the terms of sections 2-171 to 2-174 of this Code supersede and take the saidplace of any previously existing purchasing policy is hereby abrogated and of no further force and effect.

(Ord. No. 3735, § 1, 3-12-13; Ord. No. 3827, § 1, 12-5-17)

Sec. 2-172.- - Leases of equipment.

Leases of equipment shall be authorized and made in the same manner as purchases of supplies, maintenance/repair contracts, professional service contracts and equipment as provided for in section 2-171. The purchase price for a capital lease of equipment shall be deemed to be the purchase price for the equipment had it been sold to the City for its estimated fair market value. The purchase price for any other type of lease of equipment shall be deemed to be the rent due for its initial term and any renewal terms thereof.

(Ord. No. 3735, § 1, 3-12-13)

Sec. 2-173.- - Construction contracts.

(a) Contracts requiring bidding. All contracts for public works, construction of capital improvements or other construction, the cost of which is expected to exceed twenty-five thousand dollars (\$25,000.00), shall be made only after competitive bidding has been invited, except as otherwise set forth in this section.

(b) Contracts not requiring bidding.

(1) Contracts for public works or construction of capital improvements costing twenty-five thousand dollars (\$25,000.00) or less may be made without competitive bidding only after requests for quotations are made of general or special contractors and such quotations of price, if received, are reviewed and approved. Where possible, quotations shall be requested from at least three (3) contractors. Such contracts shall be made by the mayor and city councilCity Council, upon recommendation of the city engineerCity Engineer, and approval of the city administratorCity Administrator.

(2) ~~If the city administrator determines the existence of an emergency requiring temporary or permanent construction to abate the emergency, the mayor and council, upon written recommendation of the city administrator, may enter into such contracts as may be required. Such contracts shall be approved or ratified by the mayor and city council, in regular session, and competitive bidding may be waived in the discretion of the mayor and city council.~~

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(c) ~~Use of city forces.~~ Nothing in this section shall be construed to prohibit the city from performing any work or service with city personnel without the need to advertise for bids, or from performing such work or service after the rejection of bids.

(Ord. No. 3735, § 1, 3-12-13)

(2) Public emergency. A public emergency exists when, as determined by the City administrator, there is an imminent or actual threat to public health, safety, and welfare, and the need for the item will not permit the delay resulting from competitive bidding or compliance with subsection (e). A contract may be awarded, without competitive bidding and without regard to the bidding procedures set forth in section 2-175, when there is a public emergency. The City Administrator shall employ third parties, if necessary, to address the emergency and may, in his or her discretion so as to bring the matter to the council's attention as soon as is practicable, schedule a special meeting of the council so that it can determine whether to authorize the further expenditure of funds to abate the emergency or rectify the conditions which caused it and whether to waive the competitive bidding requirement so as to address the public emergency without delay.

Sec. 2-174.- Commission-based contracts.

(a) Commission-based contracts are those contracts under which compensation is regularly based on a commission fee as a percentage of the sale price for the services provided, such as real estate listing agreements and auctioneer contracts. Unless the bid documents provide otherwise, the compensation payable under a commission-based contract need not be stated as a percentage of the price of the property being sold.

(b) Contracts not requiring bidding. If the value of the property being sold is one hundred thousand dollars (\$100,000.00) or less, competitive bidding shall not be required. Where possible, quotations shall be requested from at least three (3) contractors. Such contracts shall be subject to the approval of the ~~mayor and city council~~ City Council.

(c) Contracts requiring bidding. If the value of the property being sold exceeds one hundred thousand dollars (\$100,000.00), competitive bidding shall be required.

(Ord. No. 3735, § 1, 3-12-13)

Sec. 2-175.- Bidding procedure.

(a) Bidding document preparation.

~~When public competitive bidding is required for, the purchase or lease of supplies, maintenance/repair contracts, professional service contracts or equipment, bidding bids shall be prepared by the individuals identified below.~~

(1) Public works contracts. Bidding documents for public works contracts shall be prepared under the direction of the City Engineer.

(2) All other contracts. Bidding documents for contracts other than public works contracts shall be prepared by the department initiating the purchase.

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~~(b) (b) Filing/approval of bidding documents. When public competitive bidding is required for the award of public works contracts, bidding documents shall be prepared under the direction of the city engineer.~~

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~~(e) When prepared, such prepared, bidding documents shall be filed with the city administrator and City Clerk. Such documents are subject to the city clerk approval of the City Administrator.~~

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~~(c) Solicitation of bids. Upon the approval of the city administrator City Administrator, the city clerk City Clerk shall solicit bids by advertising at least twice within a seven-day period, once for not less than five (5) days (i) in a publication newspaper of general circulation within the city City, (ii) on the City's website and (iii) any other required location required by project funding source. The city clerk City Clerk may also advertise in trade or professional journals or publications when such advertising is deemed to be in the best interests of the competitive bidding process.~~

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~~(d) Bid Opening. All bids shall be in writing and sealed, and shall be opened at a public meeting to be held on the day and time and at such place as is designated in the advertisement for bids. The city clerk City Clerk, or in the absence of the city clerk City Clerk, the city administrator City Administrator, shall conduct the bid opening.~~

~~(e) Bid qualification. For a bid to be considered, the bidder must be in good standing with the Maryland State Department of Assessment and Taxation and/or qualified to do business in the State of Maryland, any taxes due to the City must be paid current, and the bid must be responsive to the solicitation. In addition, bids shall be disqualified as being nonresponsive under the following circumstances:~~

~~(i) If a bid needs to be amended after the bid closing date and the amendment would place the bidder at a comparative advantage over other bidders (e.g., changing a price, clarifying line-item pricing which affects the total amount of a bid, or filling in a line item for pricing that was omitted).~~

~~(ii) A bidder's post-closing date failure to supplement a bid within five (5) business days after the date it is provided with written notification that such supplementation is required.~~

~~(iii) A bidder's failure to comply with one or more substantive bid requirement.~~

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~~(f) Upon opening of bids as provided in this section, the bids shall be submitted to the initiating department for review and tabulation. That department shall then make a recommendation to the City Administrator regarding which bid should be accepted which it shall forward to the city administrator. The city administrator City Administrator shall then certify to the mayor and city council City Council that all appropriate bidding procedures have been followed and that the lowest and best bid deemed to be reasonable and in the best interests of the City has been selected for award or that other recommendations are being made.~~

~~(g) Acceptance of lowest and best bid, other bid disposition. The mayor and city council shall City Council may accept the lowest and/or best bid deemed to be reasonable and in the best interests of the city City. In assessing whether the acceptance of a bid is in the best interests of the City, the City Council shall consider the following: (i) the proposed price; (ii) the quality of the proposed goods, work and/or services; (iii) the sufficiency of the bidder's~~

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resources to meet contract requirements: (iv) the bidder's technical experience and expertise: (v) the time of delivery or completion and: (vi) the responsibility of bidders all being considered.

~~(g) the bidder:~~ and (vii) any other relevant factors. ~~The mayor and city council~~ City Council may also reject any or all bids, may readvertise for new bids, and may postpone or abandon any purchase, lease, contract or project.

(h) ~~Notwithstanding the foregoing, in the event any purchase is funded in whole or in part by the state or federal government or any agency thereof and that entity conditions its funding upon the city~~ City complying with its protocols and procedures regarding competitive bidding, the ~~city~~ City shall comply with those protocols and procedures except in such instances where a hereinbefore set forth bidding procedure imposes a higher standard and the funding entity approves of the city following that procedure requires that City protocols and procedures be followed.

~~(Ord. No. 3735, § 1, 3-12-13)~~

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File Attachments for Item:

. **Order 26,956** - authorizing the Chief of Police to accept a GOCCP (Governor's Office of Crime Prevention) FY22 BJAG Crisis Negotiation Equipment Grant in the amount of \$57,571.00 for the purchase of crisis negotiation equipment

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

ORDER NO. 26,956

DATE: February 15, 2022

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

THAT the Chief of Police be and is hereby authorized to accept a GOCCP BJAG Crisis Negotiation Equipment grant for FY22 in the amount of Fifty-seven Thousand, Five Hundred Seventy-one Dollars and No Cents (\$57,571.00) for the purchase of crisis negotiation equipment.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: February 1, 2022

Agenda Item Number: FY22 BJAG Crisis Negotiation Equipment Grant

Key Staff Contact: Chief John “Chuck” Ternent

Item Title:

FY22 BJAG Crisis Negotiation Equipment Grant

Summary:

Authorize the Chief of Police to accept a GOCCP grant in the amount of \$57,571.00 to purchase crisis negotiation equipment.

Issues and Considerations:

Enter Text Here

<i>Fiscal Impact:</i>	
Is this item budgeted? ☐ Yes ☐ No	
Budget:	Enter Text Here
Value of award:	\$57,571.00

On Fri, Jan 28, 2022 at 8:55 AM Quentin Jones -GOCCP-
<quentin.jones@maryland.gov> wrote:
Hello,

The Governor's Office of Crime Prevention, Youth, and Victim Services has approved your BJAG White Paper request in the **amount of \$57,571**.

Award Period: 1/1/2022 to 3/31/2022

The following items have been approved:

- Equipment:
 - Tactical Bounce Communicator (Qty 1)= \$7,330
 - Crisis Negotiation Phone System (Qty 1)= \$24,990
 - Crisis Negotiation Cell Phone System (Qty 1)= \$7,992
- Other:
 - Negotiator Response Kit (Qty 7 @ \$458 each)= \$3,206
 - Ballistic Shields (Qty 4 @ \$2,995 each)= \$11,980
 - Forcible Entry Power Tool Set (Qty 1)= \$2,073

Please make sure that every budget item you add to the GMS includes the overall purpose, total amount, and budget breakdown/calculation in the line item justification section.

In order to receive the grant funds, you must submit a full application in our Grant Management System (GMS). So please use your white paper proposal as a guideline to submit the application in the GMS. The following sections need to be completed in the GMS:

- Summary (follow the format in the [NOFA Application Instructions](#) page 5)
- Federal Purpose Area (select one of the 8 Federal Purpose Areas and provide a brief explanation of how your proposed project fits the purpose area)
- Problem Statement
- Goals & Objectives
- Program Strategy
- Program Measurements (what performance measures do you plan to use to measure the success of the funding?)
- Timeline
- Spending Plan
- Budget (upload any supporting documents: invoices/receipts, estimates, etc.)

Note: Please enter a brief response in the other sections.

For additional information/resources please follow the NOFA Application Instructions: <http://goccp.maryland.gov/wp-content/uploads/NOFA-application-instructions.pdf>

Deadline: Please be sure to submit your application by Friday, February 4th, 2022

If you have any questions, please do not hesitate to email me
at quentin.jones@maryland.gov.

Thank you,

File Attachments for Item:

. **Order 26,957** - declaring a 1999 Bobcat Skid Steer Loader, Model 763 (Serial No. 512243447) as surplus and authorizing it for sale or trade-in

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

ORDER NO. 26,957

DATE: February 15, 2022

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

WHEREAS, the Mayor and City Council desire to dispose of said equipment;

IT IS THEREFORE ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, THAT, the following equipment is hereby declared to be surplus property and authorized for sale or trade in:

1. 1999 Bobcat Skid Steer Loader, Model 163 Serial No. 512243447

Raymond M. Morriss, Mayor



Margie Woodring <margie.woodring@cumberlandmd.gov>

OLD #315 for Surplus

1 message

Brian Broadwater <brian.broadwater@cumberlandmd.gov>
To: Margie Woodring <margie.woodring@cumberlandmd.gov>

Tue, Feb 1, 2022 at 9:31 AM

Margie,

Can you put old #315 on the Mayor City Council for Surplus? We are trading it in on the New Skid Steer. It can wait until the next meeting though as I am just getting ready to release the new one to the department. Below is the information on the surplus trade into Cleveland Brothers. Let me know if you need any other information.

315	Water Dis.		1999 BOBCAT SKID STEER LOADER, MODEL 763	512243447
-----	------------	--	--	-----------

Thanks,
Brian

--
David Brian Broadwater Jr

Fleet Manager

City of Cumberland, MD

W: (301) 759-6627 | C: (240) 920-2079

215 Bowen St. | Cumberland, MD 21502

**Cumberland**
Maryland

File Attachments for Item:

. **Order 26,958** - approving Amendment No. 1-12212021 to the Community Development Block Grant Program effective February 15, 2022

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

ORDER NO. 26,958

DATE: February 15, 2022

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

THAT, the following amendment (No. 1-12212021) to the Community Development Block Grant Program (CDBG) be and is hereby approved and effective February 15, 2022:

Program	Current	Amendment	New Total
2019 Program Income	\$5,659.63	(\$5,659.63)	0
2020 Constitution Park Inclusive Playground Ph 2 and other Improvements (Guard Shack)	\$0	\$35,683.59	\$35,683.59
2020 Admin/Program Income	\$32,309.96	(\$32,309.96)	0
2020 HRDC Transitional Homeless Shelter	\$6,000	(\$6,000)	0
2019 Fire Department Stair Chair	0	\$8,286	\$8,286

Raymond M. Morriss, Mayor

Public Notice of Intent to Reprogram Community Development Block Grant Funds

Amendment #1 12212021

City of Cumberland

In accordance with federal regulations governing the Consolidated Planning process, the City of Cumberland is notifying the public regarding a proposal to reprogram a total of \$43,969.59 in Community Development Block Grant (CDBG) funds from activities affecting the 2019 and 2020 Annual Action Plans. Reprogramming CDBG funds in a timely manner enables the City to comply with HUD "Timeliness" standards and allows the funds to be used on "shovel ready" activities.

The changes proposed for the FY 2019 Annual Action Plan involve reallocating \$5,659.63 in program income to partially fund the purchase of important equipment, a Transcend Stair Chair, for use by Cumberland Fire Department. Fire Department Chief requested \$8,286 total for the purchase which will increase safety for firefighters and community members to whom fire safety personnel respond.

The City of Cumberland Parks and Recreation Department is requesting \$35,617.19 to complete improvements to assets within the Constitution Park. Funds will be used to renovate the guard shack building and other projects named within the Constitution Park 5 Year Plan as funds allow.

Allegany County Human Resources Development Commission has returned 2020 CDBG grant funds of \$6,000 for the HRDC Transitional Homeless Shelter (SS20.015) because plans to hire additional staff were thwarted due to the COVID pandemic and other factors beyond agency control. Funds will be split to support the two identified projects: \$2,626.37 will be reallocated to the Fire Dept Stair Chair project and the remaining \$3,373.63 will be reallocated to the activity identified as Constitution Park Improvements and Guard Shack.

As a result of the aforementioned proposed changes to the 2019 Annual Action Plan, the FY 2019 program income \$5,659.63 and \$2,626.37 of surplus 2020 Administration (SS20.016) funds will be allocated to create a 2019 project totaling \$8,286 known as Fire Department Stair Chair. The remaining 2020 surplus Administration (SS20.016) funds (\$32,309.96) and the surplus \$3,373.63 from HRDC Transitional Homeless Shelter (SS20.015), totaling \$35,683.59, will be reallocated to the existing 2020 Constitution Park project (SS20.056) increasing that total project funding to \$100,683.59 for a new activity called Constitution Park Improvements and Guard Shack.

Written comments concerning the proposed amendment may be provided effective Tuesday, January 4, 2022 through 4 PM, Monday, February 7, 2022. Provide written comments to the City of Cumberland, Department of Community Development by mail to 57 N. Liberty Street, Cumberland, Maryland or email to lee.borror@cumberlandmd.gov. This Amendment to the Community Development Block Grant 2019 and 2020 Annual Action Plans will be presented to Mayor and City Council at the regular meeting on Tuesday, January 18, 2022 and up for approval on Tuesday, February 15, 2022 in Council Chambers at City Hall at 6:15 PM or by virtual livestream forum during the pandemic where public group assembly is discouraged.

ADV: Tuesday, January 4, 2022

File Attachments for Item:

. **Order 26,959** - authorizing execution of a Memorandum of Understanding with the Department of Housing and Community Development regarding the award of \$125,000 in grant assistance to use for development of a demonstration project for expanding fiber optic broadband accessibility through the installation of fiber lines within the Baltimore Street Access Project (12-16-M), and authorizing acceptance of the funds

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

ORDER NO. 26,959

DATE: February 15, 2022

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

THAT, the Mayor be and is hereby authorized to execute a Memorandum of Understanding with the State of Maryland Department of Housing and Community Development (DHCD) regarding the award of \$125,000 (One Hundred Twenty-Five Thousand Dollars) in grant assistance to use for development of a demonstration project for expanding fiber optic broadband accessibility through the installation of fiber lines within the Baltimore Street Access project (12-16-M); and

BE IT FURTHER ORDERED, that the City Comptroller be and is hereby authorized to accept said grant funds.

Raymond M. Morriss, Mayor

**MEMORANDUM OF UNDERSTANDING
REGARDING
FUNDING OF DEMONSTRATION PROJECT**

This Memorandum of Understanding Regarding Funding of Demonstration Project (“**Agreement**”) is made by and between the Department of Housing and Community Development (“**DHCD**”), a principal department of the State of Maryland (“**State**”) and the City of Cumberland (the “**Recipient**”). **DHCD** and **Recipient** are each a “**Party**,” and may be collectively referred to as the “**Parties**.”

WHEREAS, there is a deficit of broadband resources serving many residents and businesses in the State; and

WHEREAS, it is the mission of the Office of State Broadband (the “**Office**”) to facilitate broadband investment in communities in Maryland experiencing such a deficit; and

WHEREAS, one means of doing so is for the Office to support local jurisdictions and their partners in implementing innovative solutions to the challenge of delivering reliable high-speed broadband to unserved and underserved residents and businesses; and

WHEREAS, Recipient seeks funding support for development of a demonstration project for expanding fiber optic broadband accessibility through the installation of fiber lines in the “Main Street, Maryland”-designated business district, thereby increasing the access of local underserved residents and businesses to broadband (“**Project**”); and

WHEREAS, the Office has agreed to aid Recipient by providing funding to support the Project.

NOW, THEREFORE, in consideration of the mutual commitments made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals

The Recitals set forth above are hereby incorporated and made a part of this Agreement.

2. Term

The term of this Agreement shall begin after all appropriate Party approvals have been obtained and the Agreement has been executed by all Parties, and will terminate on December 31, 2022, unless earlier terminated pursuant to Section 4 hereof.

3. Obligations of Parties

3.1 DHCD

3.1.1 Funding. DHCD commits to providing funding to Recipient, on a reimbursement basis, in an amount not to exceed One Hundred Twenty-Five Thousand (\$125,000.00) (“**Funding**”) to support the Project. The following conditions apply:

3.1.1.1 Funding shall only be provided for actual, eligible Project costs;

3.1.1.2 Eligible Project costs shall be limited to the costs outlined in the Grant Application Form and supporting documents, attached as Exhibit A. Any other services or costs will be eligible only with approval of the Office. The approval of such other services shall be made in the Office’s sole discretion.

3.1.2 Invoicing and reimbursement.

3.1.2.1 Recipient shall submit invoices for reimbursement of eligible Project costs, with supporting documentation, to the Office, no later than thirty (30) days after payment of Project costs. Invoices must include the following information:

3.1.2.1.1 Date of invoice;

3.1.2.1.2 Specific Project for which reimbursement is being sought;

3.1.2.1.3 Date and description of expense or service for which reimbursement is requested;

3.1.2.1.4 Cumulative Project cost to-date;

3.1.2.1.5 Cumulative DHCD reimbursements to-date;

3.1.2.2 DHCD may require the submission of additional supporting documentation.

3.1.2.3 Reimbursements may be made on paid or unpaid invoices.

3.1.2.4 DHCD will make reimbursements within sixty (60) days after approval of an invoice submitted pursuant to Section 3.1.2.1.

3.1.3 Discretion. DHCD, in its sole discretion, may approve or deny reimbursement requests made pursuant to Section 3.1.1.

3.2 Recipient

3.2.1 Eligibility for Funding.

3.2.1.1 Recipient is a grantee of funds from DHCD and this agreement constitutes a grant agreement.

3.2.1.2 Recipient must fully execute the Project for funding to be fully awarded. In the event that Recipient defaults on this obligation, funding may be recalled by DHCD.

3.2.2 Project

3.2.2.1 The Project must meet the following criteria for funding to be provided pursuant Section 3.1:

3.2.2.1.1 The Project will conform in all material respects with the Grant Application Form and supporting documents, attached hereto as Exhibit A. The scope of the Project may be modified with approval of the Office.

3.2.2.2 The Project will be owned by Recipient. Recipient is responsible for overall funding and implementation of the Project. However, any equipment or services purchased using the funds provided under this Agreement shall be used only for the Project for which it was acquired.

3.2.2.3 Recipient will seek the assistance and advice of the Office in executing the Project. Recipient will accept the Office's advice and suggestions in good faith.

4. Early Termination

4.1 If a Party fails to fulfill any or all of its obligations under this Agreement properly and on time, or otherwise violates any provision of this Agreement, the non-defaulting Party may terminate this Agreement by giving thirty (30) days prior written notice of such default to the other Party. The non-defaulting Party shall allow thirty (30) days for the defaulting Party to cure said default. If the default is not cured within the thirty (30) day cure period, the non-defaulting Party may terminate this Agreement without further notice. The thirty (30) day notice of default shall specify the acts or omissions which, uncured, will be relied upon for termination.

4.2 DHCD may terminate this Agreement for convenience upon sixty (60) days' notice to the other Party. In the event of an early termination under this Section, Recipient will be reimbursed all reasonable costs incurred prior to the date of notice of termination, pursuant to Section 3.1.1.

4.3 Funding under this Agreement is subject to budget constraints and legislative approvals. If funds are not appropriated or made available to DHCD for the amounts identified in this Agreement, this Agreement shall be automatically terminated, without any action required.

5. Notices

All notices required under this Agreement shall be made in writing, delivered by first-class mail (with a courtesy copy by e-mail), and deemed received three (3) days after mailing.

All notices shall be directed as follows:

If for DHCD, to:

Kenrick Gordon
Director, Office of State Broadband
Department of Housing and Community Development
7800 Harkins Road
Lanham, MD 20706
With courtesy e-mail to: kenrick.gordon@maryland.gov

If for Recipient, to:

[Contact name]
[Title]
[Address]
With courtesy e-mail to: [Email address]

6. Liability

6.1 Each Party assumes sole responsibility for the obligations to be performed by it under this Agreement.

6.2 To the extent permitted by law, Recipient shall defend, indemnify, and hold harmless DHCD and the State from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, expenses, and proceedings of any kind whatsoever (including but not limited to reasonable attorney's and expert's fees and costs), whether or not involving a third-party claim, that are caused by, relate to, or arise from any breach of this Agreement or any direct or indirect, willful or negligent, act or omission by Recipient, its officials, employees, or agents, in connection with the subject of this Agreement, unless such claims arise from or are the sole result of intentional misconduct or gross negligence

of the party seeking to enforce this right to indemnification. Recipient's obligation to defend, indemnify, and hold harmless DHCD and the State, shall survive the termination of this Agreement.

6.3 Nothing provided in this Agreement shall be construed as a waiver of the Tort Claims Acts and related funding provisions or the defense of governmental immunity by the Parties as to any third party.

6.4 Where Recipient is a government body or local jurisdiction, it is hereby stipulated and agreed between the Parties that with respect to any tort claim or action arising out of any services performed under or pursuant to this Agreement, each Party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence, actions or omissions of its own agents, officers and employees. In any action or claim arising out of any services performed under or pursuant to this Agreement, each Party shall assume the defense of itself, its own officers, agents or employees in accordance with the Maryland Tort Claims Act, Md. Code Ann., State Gov't Art., §12-101, *et seq.* and the Maryland Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, *et seq.*, as the case may be.

6.5 Each Party shall immediately notify the other of any claim or suit made or filed against them or their subcontractors regarding any matter resulting from or relating to their obligations under this Agreement and will cooperate, assist, and consult with the other Party in the defense or investigation of any claim, suit, or action made or filed against any Party relating to the obligations of such Party under this Agreement.

7. Records

Recipient will maintain accurate records of all documents relating to this Agreement, all expenses incurred under this Agreement, and all services provided to the Recipient for which reimbursement is made under Section 3.1.1. Recipient shall make the records and its administrative offices, personnel, consultants, or volunteers who are involved in the implementation of this Agreement available to the Office upon request. All such records shall be maintained for a period of three (3) years after funding is provided by DHCD or for the applicable period of limitations, whichever is longer. In cases where unresolved audit questions may require retention of some or all of said records for a longer period, Recipient will turn over all records that may be required to be retained beyond the three (3) year period identified herein to DHCD.

8. Compliance with Laws

Recipient hereby represents and warrants that it shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Agreement.

9. Certifications

9.1 Recipient agrees to not discriminate in any manner against any employee or applicant for employment because of race, color, religion, creed, age, sex, familial status, marital status, national origin, ancestry, or physical or mental disability or any other characteristic forbidden as a basis for discrimination by applicable laws. Recipient agrees to comply with other non-discrimination provisions of federal and State law.

9.2 The signatory for Recipient in this Agreement is an official authorized to act in connection with the matters described in this Agreement. This Agreement has been duly authorized, executed, and delivered in such manner and form as to comply with all applicable

laws to make this Agreement the valid and legally binding act and agreement of Recipient.

9.3 Recipient warrants that it shall comply with the State's policy concerning drug and alcohol free workplaces as set forth in COMAR 01.01.1989.18 and 21.11.08, and shall remain in compliance throughout the Term of this Agreement.

10. Entire Agreement

This Agreement, together with any exhibits attached hereto and incorporated by reference, represents the complete, total and final understanding of the Parties and no other understanding or representations oral or written, regarding the subject matter of this Agreement shall be deemed to exist or bind the Parties at the time of the execution.

11. No Waiver

The failure to insist in any one or more instances upon a Party's strict performance of any of its obligations under this Agreement shall be limited to that particular instance, and shall not be deemed or construed as a waiver or relinquishment of the right to require and enforce the future performance of such obligations.

12. Severability

If any term, covenant, or condition of this Agreement is found by a court of competent jurisdiction to be void or unenforceable, then that provision shall be deemed to be deleted and the remaining provisions of this Agreement shall be construed without such provision, and shall, nevertheless, remain in full force and effect as long as the essential terms of this Agreement remain valid, legal, reasonable, and enforceable.

13. Amendments

This Agreement may not be changed, altered, or modified except by written agreement executed by the Parties. Except for any specific provision of this Agreement which is amended

in accordance with this Section, this Agreement remains in full force and effect after any such amendment.

14. Miscellaneous

14.1 This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland.

14.2 This Agreement shall not be assignable or transferable without the prior written consent of the Parties.

14.3 Section headings and subheadings in this Agreement are used for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

14.4 This Agreement is for the exclusive benefit of the DHCD and Recipient. No other person or entity shall have rights under or be deemed a beneficiary of this Agreement.

14.5 This Agreement may be executed in counterparts; all such executed counterparts shall be deemed one agreement. The Parties agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes, and shall have the same force and effect as an original handwritten signature. Without limitation, “electronic signature” shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via .pdf) of an original handwritten signature; or any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by a Party with the intent to sign the Agreement.

15. Exhibits

The following Exhibits attached hereto are an integral part of this Agreement and are incorporated herein by reference:

Exhibit A: Grant Application for Demonstration Project

Exhibit B: Award Letter

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their proper and duly authorized officers, on the dates identified below.

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

Date

BY: Kenneth C. Holt
ITS: Secretary

Approved as to form and legal sufficiency
this _____ day of _____, 2021:

Assistant Attorney General

MAYOR AND CITY COUNCIL OF
CUMBERLAND

Date

BY: [Name]
ITS: [Title]

Council Agenda Summary

Meeting Date: 2/15/22

Key Staff Contact: Robert Smith, Derrik Grimm

Item Title: Maryland Broadband Demonstration Program's Memorandum of Understanding for Baltimore Street Access, City Project 12-16-M

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

The Maryland Broadband Demonstration Program's Memorandum of Understanding (MOU) is between the State of Maryland, acting through the Department of Housing and Community Development (DHCD), and the Mayor and City Council of Cumberland. The MOU awards grant assistance in the amount of \$125,000.00 to be used on the Baltimore Street Access Project as outlined in the MOU.

Amount of Award: \$125,000.00

Budget number: N/A

Grant, bond, etc. reference: Grant

File Attachments for Item:

. **Order 26,960** - authorizing the Chief of Police to offer certain incentives to Cumberland Police Department employees

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

ORDER NO. 26,960

DATE: February 15, 2022

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

THAT, effective this date, the Chief of Police is hereby authorized to offer the following employment incentives to Cumberland Police employees:

1. Sworn police employees who own and occupy their own residence within the city limits of Cumberland will receive free City of Cumberland property taxes effective 7/1/2022.
2. Newly hired police officers who will be attending a police academy or comparative compliance academy will be eligible for the following bonuses:
 - a. \$2,000 to be paid upon academy graduation
 - b. \$2,000 to employees who possess a bachelor's degree upon academy graduation
 - c. \$2,000 to employees who are certified veterans upon academy graduation
3. Newly hire police officers who were not previously employed by CPD and are already certified to work as a Maryland Police Officer may receive a \$15,000 (Fifteen Thousand Dollar) bonus (\$5,000 payable upon hiring, \$5,000 payable after 1 year employment, \$5,000 payable after 3 years employment).

4. Existing CPD employees, sworn and civilian, will receive a \$1000 (One Thousand Dollars) bonus for successfully referring a prospective employee who successfully completes the hiring process and is deemed qualified for employment.
5. The Chief of Police will continually strive to provide take-home-vehicles for sworn employees as budget constraints allow.

BE IT FURTHER ORDERED,

THAT, this order shall automatically renew annually on July 1 unless the Mayor and City Council otherwise terminate or alter the order.

Raymond M. Morriss, Mayor

File Attachments for Item:

. **Order 26,961** - approving the expenditure of American Rescue Plan Act (ARPA) funding for certain projects, programs, and for revenue loss

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

ORDER NO. 26,961

DATE: February 15, 2022

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

THAT, the expenditure of American Rescue Plan Act (ARPA) funding be and is hereby approved for use as follows:

<i>Purpose</i>	<i>Category</i>	<i>Allocation</i>
Janes Place for Abused Children	Drug Abuse, Domestic Violence and Mental Health	\$ 102,623
Union Rescue Mission Assistance	Investments in Housing and Neighborhoods	\$ 750,000
Community Development Property Improvement	Investments in Housing and Neighborhoods	\$ 364,960
Affordable Housing Assistance	Investments in Housing and Neighborhoods	\$ 250,000
YMCA Bus Replacement	Transportation	\$ 216,000
Revenue Loss	Revenue Loss	\$ 10,000,000
Water fund • <i>South End Water Main Replacement</i> • <i>Industrial Boulevard Water Main Replacement</i> • <i>Replacement of 4" Water Lines with 6" (City-wide program)</i>	Water Infrastructure	\$ 5,073,452

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: February 15, 2022

Key Staff Contact: Jeff Silka, Ken Tressler and Mark Gandolfi

Item Title:

American Rescue Plan Act (ARPA) –Approval of ARPA funding for community programs and infrastructure.

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

An order approving the utilization of ARPA funding as follows:

Address negative economic impacts caused by the public health emergency

- \$102,623 - Janes Place for Abused Children
- \$250,000 - Affordable Housing Assistance
- \$364,960 - Community Development Property Improvement
- \$750,000 - Union Rescue Mission
- \$216,000 - YMCA Bus Replacement

Provide government services through revenue loss funding

- Treasury's default value of \$10 million.

Invest in water infrastructure

- \$5.1 million toward:
 - South End Water Main Replacement
 - Industrial Blvd Water Main Replacement
 - Replace 4" Water Lines with 6" (Citywide)

The table below illustrates the recommendation for ARPA funding utilization.

Program Request	Category	Duration in Years	Total ARPA Funding
Jane's Place for Abused Children	Drug Abuse, Domestic Violence and Mental Health	1	\$ 102,623
AAHAP - ARPA Affordable Housing Assistance	Investments in Housing and Neighborhoods	3	\$ 250,000
Community Development Property Improvement	Investments in Housing and Neighborhoods	3	\$ 364,960
Union Rescue Mission Assistance	Investments in Housing and Neighborhoods	1	\$ 750,000
YMCA Bus Replacement	Transportation	1	\$ 216,000
Water Infrastructure Projects	Water Infrastructure	3	\$ 5,073,452
South End Water Main Replacement			
Industrial BLVD Water Main			
Replace 4" Water Lines with 6" (City Wide)			
Revenue Loss for the Provision of Government Services	Revenue Loss		\$ 10,000,000

Janes Place for Abused Children

Child abuse in epidemic proportions has been exacerbated by the pandemic and available funding is decreasing. \$102,623 will add one intervention counselor, transportation funding, and bring 100 prevention trainings called, "Stewards of Children" to the City of Cumberland and Allegany County. The training is a well-known and evidence-based method to equip adults to engage in real prevention efforts. Presently, there are no certified facilitators within 25 miles of Cumberland. Jane's Place staff will become certified facilitators and bring the workshops to Cumberland. The remaining funds will provide financial assistance for transportation related to the investigation and prosecution of their case, medical and mental health services, clothing and home security, including door locks and alarms, to families with children who are suspected of having suffered abuse.

Affordable Housing Assistance

A program to provide a matching grant up to \$25K for the rehab of the property. Bidder will be responsible for obtaining all required permits from the City and complete the work within the required time outlined by the City. This program is expected to increase the availability of affordable housing in the City while reducing or preventing blighted properties.

Community Development Property Improvement

Housing conditions in Cumberland need improvement and the pandemic accelerated this issue. Community Development staff created a work flow and timeline to address housing unit deficiencies during the next 3 years. The City will establish an efficient system to interview low-moderate income households who own their own homes, gather necessary documentation, conduct work-scope assessments, conduct environmental reviews, choose contractors, inspecting contractor work, and complete documentation for Federal funds using existing staff specialists and one new part-time member. The cost per year would be \$364,960 with \$338K for grants and \$24,960 for staff time. Once the program is developed with policy/procedure and proven efficiency, funds from Community Development Block Grant program will continue the grants according to the number possible each year and funding availability. There has not been one minor housing rehab application to CDBG in about 10 years from an agency with the capacity or desire to provide this much needed service. Funds would be targeted to housing code violations (referrals by staff) but would not be limited to those cases. These 3 years will give the department time to adjust goal numbers by hours of staff time vs benefit. This will greatly improve the odds of being able to efficiently spend all CDBG funds each year and follow HUD spending requirements in a timely manner.

Union Rescue Mission

Our local mission has been severely affected due to the rise of unemployment and homelessness. Their current facility is at maximum capacity and in need of repair, renovation and potentially addition for expansion of services to meet the City's needs. The city will partner with the mission through the CEDC.

YMCA Bus Replacement

Providing the necessary funds to the YMCA for this combined activity will broaden school routes and increase households serviced for childcare, provide workforce benefit, create a mobile feeding bus, and provide tourism shuttles. The YMCA provides before, after, and school out daycare as well as summer day care as the only licensed center in Allegany Co. that provides transportation before and after school. The micro-buses used for transportation are in poor condition for transporting passengers and need to be replaced. Improving the YMCA transportation system for its licensed childcare services at the cost of

\$216,000 adds 3 brand new micro-buses to the fleet and will increase total capacity to 76 passengers. In addition to childcare, the fleet serves the City and County-tourism sector and non-profits. In 2019, the YMCA provided over 230 hours of shuttle service to the community. The plan for one of the outdated retired micro-buses is to become a hot meal mobile feeding bus to provide nutritious meals to children in our City.

Revenue Loss

The Treasury Final Rule conducted independent research that resulted in its ruling that any ARPA funding recipient may elect up to \$10 million for the provision of government services without further calculation. Due to the known impacts and unknown future impacts of COVID-19, a \$10 million revenue loss allocation for the provision of government services will best serve the City's current and future interests.

Water Infrastructure

The following projects would be pursued with the \$5.1 million of allocated ARPA funds or in conjunction with other funding sources. The total of all three projects is estimated at \$11,500,000.

South End Water Main Replacement

Existing water lines that serve the South end of the City are over 100 years old and experience the highest pressures in the City. This project would replace the two 12" water mains that serve this area.

Industrial Blvd Water Main Replacement

Replace the water main in Industrial BLVD which is 75 years old and the Water Department fixes 5-6 leaks each year.

Replace 4" Water Lines with 6" (Citywide)

Several neighborhoods are being served with 4" water lines. This is acceptable to provide potable water service, however a 6" minimum is required to provide sufficient flow to a fire hydrant. This project replaces these lines, repaves the streets and installs necessary ADA facilities. The majority of work can be completed with city crews.

Amount of Award: \$19,595,850

Budget number: N/A

Grant, bond, etc. reference: ARPA

File Attachments for Item:

. **Order 26,962** - authorizing execution of a First Amendment to the Collective Bargaining Agreement with the UFCW 1994, dated July 1, 2021, representing members of the Cumberland Police Department, to address wage enhancements and to extend the term of the Agreement by one (1) year, which shall be through June 30, 2025

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

ORDER NO. 26,962

DATE: February 15, 2022

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

THAT, the Mayor be and is hereby authorized to execute a First Amendment to the Collective Bargaining Agreement effective July 1, 2021 through June 30, 2024, by and between the Mayor and City Council of Cumberland and the United Food and Commercial Workers Local 1994 MCGEO, representing members of the Cumberland Police Department, to address wage enhancements and to extend the term of the Agreement by one (1) year, which shall be through June 30, 2025.

Raymond M. Morriss, Mayor

FIRST AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT

THIS FIRST AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT ("First Amendment") is made and executed this ____ day of _____, 2022, by and between **Mayor and City Council of Cumberland**, a municipal corporation of the State of Maryland, hereinafter referred to as the "Employer", and the **United Food and Commercial Workers Local 1994 MCGEO**, hereinafter referred to as the "Union".

RECITALS:

WHEREAS, on or about July 20, 2021, the Employer and the Union entered into a Collective Bargaining Agreement applicable to the period from July 1, 2021 through June 30, 2024 (the "Agreement");

WHEREAS, there has been a shortage of police officer candidates which has affected police departments nationwide;

WHEREAS, on account of the shortage and for other reasons, it has become more difficult for the Cumberland Police Department to hire and retain law enforcement officers;

WHEREAS, the Employer is offering law enforcement officers covered by the Agreement increases in their pay packages with the hope that such enhancements will improve its ability to hire and retain such law enforcement officers;

WHEREAS the wage enhancements include increases in entry-level salaries and changes in the longevity steps, all as set forth in Appendix 1 attached hereto; and

WHEREAS, the Union has agreed to accept such pay package enhancements and extend the term of the Agreement by one (1) year in accordance with the terms of this First Amendment.

WITNESSETH:

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties to this First Amendment, they hereby agree as follows:

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

2. **Modifications to Section 10.2 of Agreement.** The language set forth in Section 10.2 of the Agreement is deleted and replaced with the following language:

Employees covered under this Agreement shall be compensated pursuant to the pay schedules located in Appendix I of this Agreement.

The new pay schedules will go into effect the first pay period following the date this First Amendment is fully executed and approved by the Mayor and City Council of the City.

3. **Modification to 37.1 of the Agreement.** The language set forth in Section 37.1 of the Agreement is modified by replacing “June 30, 2024” with “June 30, 2025” as the parties have agreed to extend the term of the Agreement by one (1) year.

4. **Effective Date.** The effective date of this First Amendment shall be the date and year first above written unless otherwise provided herein.

5. **Limited Modification.** Except as specifically modified by this First Amendment, all terms and conditions of the Agreement remain unchanged, in full force and effect, and are hereby ratified and confirmed by the Employer and the Union.

6. **Miscellaneous Provisions.**

6.1. **Invalidity.** If any provision or part of any provision of this First Amendment shall be found for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other section or the remaining part of any section of this First Amendment and this First Amendment shall be construed as if such invalid, illegal or unenforceable provision or part hereof had never been contained herein, but only to the extent of its invalidity, illegality or unenforceability.

6.2. **Binding Effect.** This First Amendment shall inure to the benefit of the parties hereto and it shall be binding upon their respective successors and assigns.

6.3. **Captions.** The captions and various sections and paragraphs of this First Amendment have been inserted only for the purposes of convenience. Such captions are not a part of this First Amendment and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this First Amendment.

6.4. **Construction of First Amendment.** This First Amendment, having been executed in the State of Maryland, shall be construed, interpreted and enforced under the laws of the State of Maryland.

6.5. **Entire Agreement.** This First Amendment constitutes and contains the entire agreement and understanding among the parties regarding its subject matter and may not be modified except in a subsequent writing signed by all of the parties hereto.

6.6. Counterparts; Electronic Signature. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. electronically transmitted signed copies or counterparts shall have the same binding effect as would a signed original or counterpart.

IN WITNESS WHEREOF, the Employer and Union acknowledge that this First Amendment is their respective act and deed effective as of the date and year first above written and, in signing below, each of the signatories in their capacities as individuals certify under the penalties of perjury that they are duly authorized to execute this First Amendment by the entities they purport to represent.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

**Marjorie A. Woodring,
City Clerk**

By: _____
Raymond M. Morriss, Mayor

**UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL 1994
MCGEO**

By: _____
Gino Renne, President

Appendix I

FY 2022 *Effective at beginning of first pay period after Mayor and Council Approval*

Y.O.S.	Annual			Hourly		
	Sergeant	Corporal	Patrolman	Sergeant	Corporal	Patrolman
0	63,000	57,300	42,500	30.29	27.55	20.43
1	63,000	57,300	43,350	30.29	27.55	20.84
2	63,000	57,300	44,217	30.29	27.55	21.26
3	63,000	57,300	45,986	30.29	27.55	22.11
4	63,000	57,300	46,905	30.29	27.55	22.55
5	63,000	57,300	48,313	30.29	27.55	23.23
6	63,000	57,300	49,279	30.29	27.55	23.69
7	63,000	57,300	49,772	30.29	27.55	23.93
8	63,000	57,300	49,772	30.29	27.55	23.93
9	63,000	57,300	52,260	30.29	27.55	25.13
10	63,000	57,300	52,260	30.29	27.55	25.13
11	63,000	57,300	52,260	30.29	27.55	25.13
12	63,000	57,300	52,260	30.29	27.55	25.13
13	63,000	57,300	52,783	30.29	27.55	25.38
14	63,000	57,300	52,783	30.29	27.55	25.38
15	63,000	57,300	52,783	30.29	27.55	25.38
16	63,000	57,300	53,311	30.29	27.55	25.63
17	64,260	58,446	53,311	30.89	28.10	25.63
18	64,260	58,446	53,311	30.89	28.10	25.63
19	64,260	58,446	53,844	30.89	28.10	25.89
20	64,260	58,446	53,844	30.89	28.10	25.89
21	65,545	59,615	53,844	31.51	28.66	25.89
22	65,545	59,615	53,844	31.51	28.66	25.89
23	65,545	59,615	53,844	31.51	28.66	25.89
24+	65,545	59,615	54,382	31.51	28.66	26.15

FY 2023 *Effective 7/1/2022*

Y.O.S.	Annual			Hourly		
	Sergeant	Corporal	Patrolman	Sergeant	Corporal	Patrolman
0	64,260	58,446	43,350	30.89	28.10	20.84
1	64,260	58,446	44,217	30.89	28.10	21.26
2	64,260	58,446	45,101	30.89	28.10	21.68
3	64,260	58,446	46,905	30.89	28.10	22.55
4	64,260	58,446	47,844	30.89	28.10	23.00
5	64,260	58,446	49,279	30.89	28.10	23.69
6	64,260	58,446	50,264	30.89	28.10	24.17
7	64,260	58,446	50,767	30.89	28.10	24.41
8	64,260	58,446	50,767	30.89	28.10	24.41
9	64,260	58,446	53,305	30.89	28.10	25.63
10	64,260	58,446	53,305	30.89	28.10	25.63
11	64,260	58,446	53,305	30.89	28.10	25.63
12	64,260	58,446	53,305	30.89	28.10	25.63
13	64,260	58,446	53,838	30.89	28.10	25.88
14	64,260	58,446	53,838	30.89	28.10	25.88
15	64,260	58,446	53,838	30.89	28.10	25.88
16	64,260	58,446	54,377	30.89	28.10	26.14
17	65,545	59,615	54,377	31.51	28.66	26.14
18	65,545	59,615	54,377	31.51	28.66	26.14
19	65,545	59,615	54,921	31.51	28.66	26.40
20	65,545	59,615	54,921	31.51	28.66	26.40
21	66,856	60,807	54,921	32.14	29.23	26.40
22	66,856	60,807	54,921	32.14	29.23	26.40
23	66,856	60,807	54,921	32.14	29.23	26.40
24+	66,856	60,807	55,470	32.14	29.23	26.67

Appendix I

FY 2024 Effective 7/1/2023

Y.O.S.	Annual		
	Sergeant	Corporal	Patrolman
0	65,545	59,615	44,217
1	65,545	59,615	45,101
2	65,545	59,615	46,003
3	65,545	59,615	47,843
4	65,545	59,615	48,801
5	65,545	59,615	50,265
6	65,545	59,615	51,269
7	65,545	59,615	51,782
8	65,545	59,615	51,782
9	65,545	59,615	54,371
10	65,545	59,615	54,371
11	65,545	59,615	54,371
12	65,545	59,615	54,371
13	65,545	59,615	54,915
14	65,545	59,615	54,915
15	65,545	59,615	54,915
16	65,545	59,615	55,465
17	66,856	60,807	55,465
18	66,856	60,807	55,465
19	66,856	60,807	56,019
20	66,856	60,807	56,019
21	68,193	62,023	56,019
22	68,193	62,023	56,019
23	68,193	62,023	56,019
24+	68,193	62,023	56,579

Hourly		
Sergeant	Corporal	Patrolman
31.51	28.66	21.26
31.51	28.66	21.68
31.51	28.66	22.12
31.51	28.66	23.00
31.51	28.66	23.46
31.51	28.66	24.17
31.51	28.66	24.65
31.51	28.66	24.90
31.51	28.66	24.90
31.51	28.66	26.14
31.51	28.66	26.14
31.51	28.66	26.14
31.51	28.66	26.14
31.51	28.66	26.40
31.51	28.66	26.40
31.51	28.66	26.40
31.51	28.66	26.67
32.14	29.23	26.67
32.14	29.23	26.67
32.14	29.23	26.93
32.14	29.23	26.93
32.79	29.82	26.93
32.79	29.82	26.93
32.79	29.82	26.93
32.79	29.82	27.20

FY 2025 Effective 7/1/2024

Y.O.S.	Annual		
	Sergeant	Corporal	Patrolman
0	66,856	60,807	45,101
1	66,856	60,807	46,003
2	66,856	60,807	46,923
3	66,856	60,807	48,800
4	66,856	60,807	49,777
5	66,856	60,807	51,270
6	66,856	60,807	52,294
7	66,856	60,807	52,818
8	66,856	60,807	52,818
9	66,856	60,807	55,458
10	66,856	60,807	55,458
11	66,856	60,807	55,458
12	66,856	60,807	55,458
13	66,856	60,807	56,013
14	66,856	60,807	56,013
15	66,856	60,807	56,013
16	66,856	60,807	56,574
17	68,193	62,023	56,574
18	68,193	62,023	56,574
19	68,193	62,023	57,139
20	68,193	62,023	57,139
21	69,557	63,263	57,139
22	69,557	63,263	57,139
23	69,557	63,263	57,139
24+	69,557	63,263	57,711

Hourly		
Sergeant	Corporal	Patrolman
32.14	29.23	21.68
32.14	29.23	22.12
32.14	29.23	22.56
32.14	29.23	23.46
32.14	29.23	23.93
32.14	29.23	24.65
32.14	29.23	25.14
32.14	29.23	25.39
32.14	29.23	25.39
32.14	29.23	26.66
32.14	29.23	26.66
32.14	29.23	26.66
32.14	29.23	26.66
32.14	29.23	26.93
32.14	29.23	26.93
32.14	29.23	26.93
32.14	29.23	27.20
32.79	29.82	27.20
32.79	29.82	27.20
32.79	29.82	27.47
32.79	29.82	27.47
33.44	30.41	27.47
33.44	30.41	27.47
33.44	30.41	27.47
33.44	30.41	27.75

File Attachments for Item:

. **Order 26,963** - accepting the proposal from Tyler Technologies, Inc. to extend their current contract for maintenance and support services for the Logos.NET Finance/HR System for one additional year, which shall be through June 30, 2023, for the amount not-to-exceed \$51,067.80, authorizing the execution of documents to effect the renewal, and approving automatic one-year renewals upon mutual agreement of both parties

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

ORDER NO. 26,963

DATE: February 15, 2022

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

THAT, the proposal from Tyler Technologies, Inc., 840 West Long Lake Road, Troy, Michigan 48098, to provide maintenance and support services pertaining to their current contract regarding the Logos.NET Finance/HR system, for one (1) additional year through June 30, 2023, be and is hereby accepted for the amount not to exceed Fifty-One Thousand, Sixty-Seven Dollars and Eighty Cents (\$51,067.80); and

BE IT FURTHER ORDERED, that the Mayor be and is hereby authorized to execute a Support Amendment and any additional documents needed to effect the renewal; and

BE IT FURTHER ORDERED, that the contract shall renew automatically each year for one (1) year terms unless terminated by either party in accordance with the terms of the agreement.

Raymond M. Morriss, Mayor



Support Amendment

This Support Amendment is made, as of the date set forth below (the "Effective Date") by and between Tyler Technologies, Inc. with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the client identified below ("Client").

WHEREAS, New World and Client are parties to an original agreement, dated 2/28/1995 ("Agreement") under which Client licensed the New World software itemized therein; and

WHEREAS, Tyler and New World merged effective November 16, 2015, with Tyler as the surviving entity; and

WHEREAS, Tyler and Client desire to update the applicable maintenance and support services terms;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The New World Software Client licensed under the Agreement, and on which Client has paid maintenance and support fees through the Effective Date, shall mean the "Tyler Software" for purposes of this Support Amendment.
2. Tyler shall provide maintenance and support services on the Tyler Software according to the terms of Exhibit 1 to this Support Amendment.
3. For the term specified in the applicable invoice, Client shall remit to Tyler maintenance fees in the amount set forth therein. Payment is due within thirty (30) days of the invoice date.
4. This Support Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Support Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Client: City of Cumberland, MD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1

Maintenance and Support Agreement

Tyler ("we") will provide Client ("you") with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Support Amendment.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on 7/1/2022 and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least ninety (90) days prior to the end of the then-current term.
2. **Maintenance and Support Fees.** Your maintenance and support fees for the initial term for the Tyler Software will be listed in the applicable invoice. Your fees for each subsequent term will be at our then-current rates. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects, as defined in the Agreement, in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours, currently Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone)
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and third party software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
4. **Client Responsibilities.** We will use all reasonable efforts to perform any maintenance and support services remotely. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require performing remote services. We will, at our option, use the secure connection to assist with

proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If in the process of diagnosing a software support issue it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain third party products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
- (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third Party Software, if any); and
- (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our established support hours; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is provided Schedule A to Exhibit 1.



Exhibit 1 Schedule A Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues

(4) Level 4: responsible for the management of support teams for either a single product or a product group
If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

www.tyler-test.com

Cust# 49889

[illegible]

Questions
Tyler Technologies – ERP Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Council Agenda Summary

Meeting Date: ?

Key Staff Contact: Johnna Byers, Director IT

Item Title:

Logos.NET Finance/HR support one year extension

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

For the past 8 years, the city was in a contract with Tyler/New World for support and maintenance on the Logos.NET Finance/HR system. That contract expires June 30, 2022. They are offering a one year extension so that we still have support and maintenance on the product. We can renew this contract each year unless we decide to terminate.

It is vital to have support and maintenance on this software so that we receive up to date patches and improvements related to creating W2's, 1099's, and other requirements. We often need phone support on this product for assistance.

The amount for this is budgeted from 001.033.48200, software maintenance.

Cost is \$51,067

Amount of Award:

Budget number:

File Attachments for Item:

. **Order 26,964** - declaring an electric motor from North American Electric, Inc. (Serial No. 16073103) to be surplus equipment and authorizing it for sale or scrap

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

ORDER NO. 26,964

DATE: February 15, 2022

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

WHEREAS, the Mayor and City Council desire to dispose of said equipment;

IT IS THEREFORE ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, THAT, the following equipment is hereby declared to be surplus property and authorized for sale or trade in:

1. Electric Motor from North American Electric, Inc.
(Serial No. 16073103)

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: 2/15/2022

Key Staff Contact: Robert Smith, PE

Item Title:

Surplus North American Electric Inc. 250 HP Electric Motor

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

An order requesting permission to surplus an electric motor from North American Electric Inc. (Serial #16073103) at the Water Reclamation Facility that is no longer necessary due to operational improvements. The motor became obsolete when the City performed the Aeration Blower Replacement Project in 2019. Other City departments were contacted to see if they had a use for the motor and none of them can use the equipment. The motor has an approximate value of \$5,000. The motor would be placed on the next Surplus City Property Sale.

Amount of Award: N/A

Budget number: N/A

Grant, bond, etc. reference: N/A

File Attachments for Item:

. **Order 26,965** - approving the renaming and dedication of the Baltimore Street Bridge as the Casper R. Taylor, Jr., Memorial Bridge, and authoring execution of all local, state and federal documents necessary to effect the renaming

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

ORDER NO. 26,965

DATE: February 15, 2022

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

THAT, the Baltimore Street Bridge shall be renamed and dedicated as the Casper R. Taylor, Jr., Memorial Bridge; and

BE IT FURTHER ORDERED, that the Mayor, City Administrator, and City Engineer be and are hereby authorized to execute all local, State, and Federal documents necessary to initiate and effect the renaming.

Raymond M. Morriss, Mayor