



Mayor and City Council of Cumberland

Mayor Raymond M. Morris
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman James L. Furstenberg
Councilman Brian R. Lepley

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

AGENDA

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

DATE: July 01, 2025

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

Presentations

1. Recognition of Allegany students Avery Miller and Ryan Wu and Fort Hill students Maeleigh Plummer and Landen Sweitzer for their State Championships in Track and Field
2. Presentation of awards given in recognition of employee career milestone anniversaries

Director's Reports

(A) Fire

1. Fire Department Monthly Report for May 2025

Approval of Minutes

1. Approving the Closed Session Minutes for June 16, 2025. Closed Session Minutes, Open Work Session Minutes and Regular Session Minutes for June 17, 2025

Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

Unfinished Business

(A) Ordinances

1. Ordinance 4016 (2nd and 3rd readings) - amending Section 7-27(1) of the Code of the City of Cumberland to update the fees the Cumberland Fire Department charges for its services

2. Ordinance 4017 (*2nd and 3rd readings*) - authorizing the amendment of Sections 16-1 through 16-6 of the Code of the City of Cumberland for the purpose of updating pay grades

New Business

(A) Ordinances

1. Ordinance 4018 (*1st reading*) - authorizing the transfer of 212 Baltimore Avenue to Michael Mudge for the purchase price of \$10,000

(B) Orders (Consent Agenda)

1. Order 27,754 - authorizing the City Administrator to execute all FY25 Employment Agreements for part-time and seasonal employees of the City of Cumberland
2. Order 27,755 - authorizing the execution of Change Order No. 1 with First Fruits Excavating for the installation of an underdrain at the Cumberland Skate Park in the amount not to exceed \$12,126.80, bringing the total project cost not to exceed \$799,136.80
3. Order 27,756 - accepting the proposal from Micro-Tech Designs for the WRF & WFP Integration Services Project (2025-11-WRF) to enter into a three year agreement to perform SCADA Improvement as needed for emergencies for maintenance in the cost not to exceed \$360,000, with the cost being broken down over the course of three years
4. Order 27,757 - accepting the proposal from Belt Paving, Inc. to provide pavement repairs to a portion of Naves Crossroads due to water line repair work in the amount not to exceed \$105,220
5. Order 27,758 - declaring real property at 10 E. Fourth Street and 491-493 Baltimore Avenue to be surplus property to be offered for sale
6. Order 27,759 - lifting the provisions of Section 11-113 of the City Code to allow open containers of alcohol within a defined area of the downtown for the "Friday After Five" Event on August 22, 2025 from 5:00 PM to 12:00 AM on August 23; notwithstanding, that open glass containers shall not be permitted
7. Order 27,760 - rescinding Order 27,629 dated July 5, 2023 and adopting a revised Handbook for Full-Time Non-Union Employees to replace the previous handbook adopted on July 5, 2023
8. Order 27,761 - authorizing a change to the sole source proposal from Amazon Web Services to provide server hosting and support services for FY25 with an increase of \$7,000 bringing the new not to exceed amount to \$44,000
9. Order 27,762 - approving the sole source purchase and installation of a lighting control panel for the Gene Mason Sports Complex from Musco Lighting in the amount not to exceed \$26,785 and increasing the FY26 general fund Parks and Recreation equipment budget line in the same amount for this unanticipated expenditure

- [10.](#) Order 27,763 - approving the purchase and installation of 900 linear feet of fencing at Gene Mason Sports Complex from Upright Fencing in the not to exceed amount of \$31,331

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Fire Department Monthly Report for May 2025

Report of the Fire Chief for the Month of May 2025
Prepared for the Honorable Mayor and City Council and City Administrator

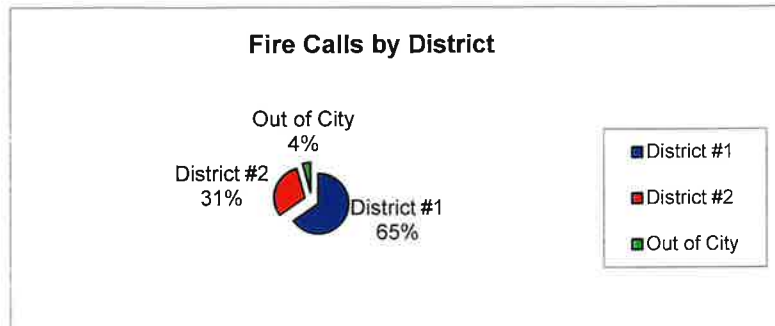
Cumberland Fire Department responded to call in the month of May 2025

Responses by District:

District #1	92
District #2	43
Out of City	6
	141

Additional Alarms:0

Number of Alarms: 141



Calls Answered Below:

Property Use:

Public Assembly	2
Educational	1
Institutional	6
Residential	86
Stores and Offices	6
Storage	0
Manufacturing	1
Industrial/Utility	2
Special Properties	37
	141

Type of Situation:

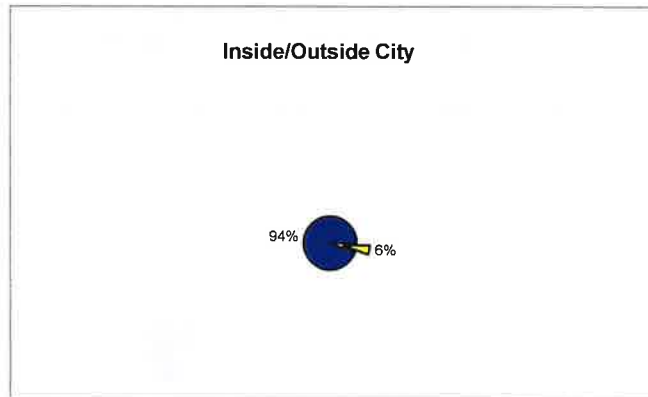
Fire or Explosion	5
Overpressure, Rupture	2
Rescue Calls	81
Hazardous Conditions	8
Service Calls	10
Severe Weather	5
Good Intent Calls	19
Other	0
False Calls	11
	141

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in May 2025:	\$2,030.00
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid FY to Date:	\$14,590.00
Total Fire Service Fees for Fire Calls Paid in May 2025:	
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$1,880.00
All Fire Service Fees for Fire Calls Paid in FY2025:	\$5,080.00

Total Fire Service Fees for Inspections and Permits Billed in May 2025:	\$100.00
Total Fire Service Fees for Inspections and Permits Paid in May 2025:	\$50.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$5,130.00

Cumberland Fire Dept responded to 407 Medical Emergency Calls in May 2025

In City Calls	384
Out of City Calls	<u>23</u>
Total	407



Total Ambulance Fees Billed by Medical Claim Aid in May 2025:	\$151,773.50
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Ambulance Fee Billed in FY2024:	\$2,110,926.67
Ambulance Fees Billed FY2025 to Date:	\$1,751,594.56

Ambulance Fees Paid

Ambulance Fees Paid in May 2025:	\$100,377.83
FY2025 Ambulance Fees Paid Year to Date:	\$1,047,125.49
Total Ambulance Fees Paid in FY2025:	\$1,279,608.70

(Includes all ambulance fees current and previous fiscal years)

Cumberland Fire Department Responded to 5 Medic Assist Calls

1 Medic Assist Calls in Allegany County
4 Medic Assist Calls outside of Allegany County
<u>5</u>

Cresaptown VFD	1
Wiley Ford VFD	3
Ridgeley VFD	1
	<u>5</u>

Cumberland Fire Department Responded to 18 Mutual Aid Calls

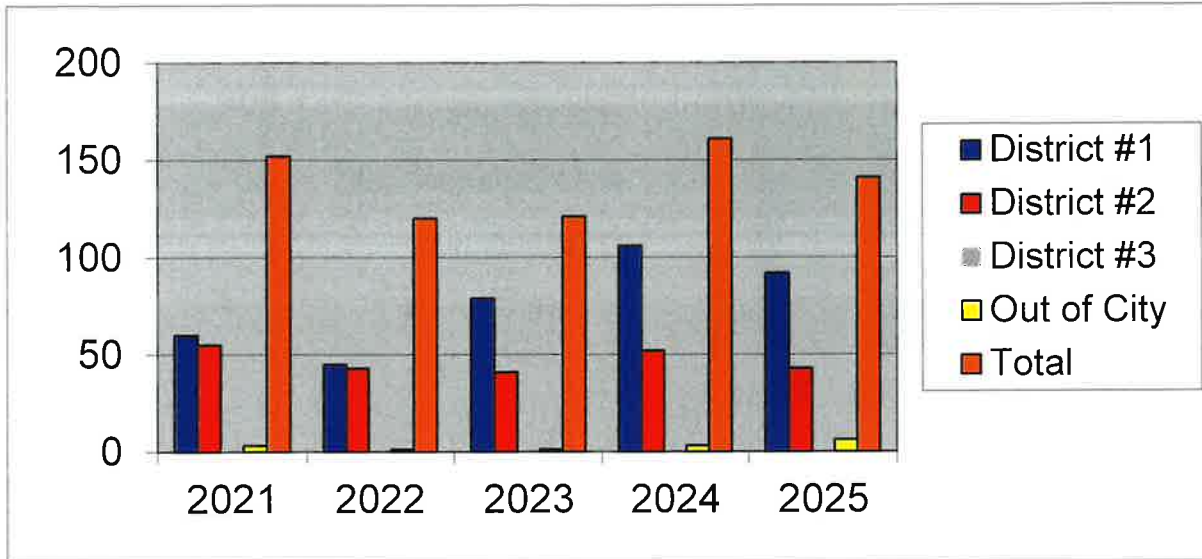
14 Mutual Aid calls within Allegany County
4 Mutual Aid calls outside of Allegany County
<u>18</u>

Allegany County DES	4
Cresaptown VFD	7
Flintstone VFD	3
	<u>14</u>

Bedford County	1
Ridgeley, WV VFD	3
	<u>4</u>

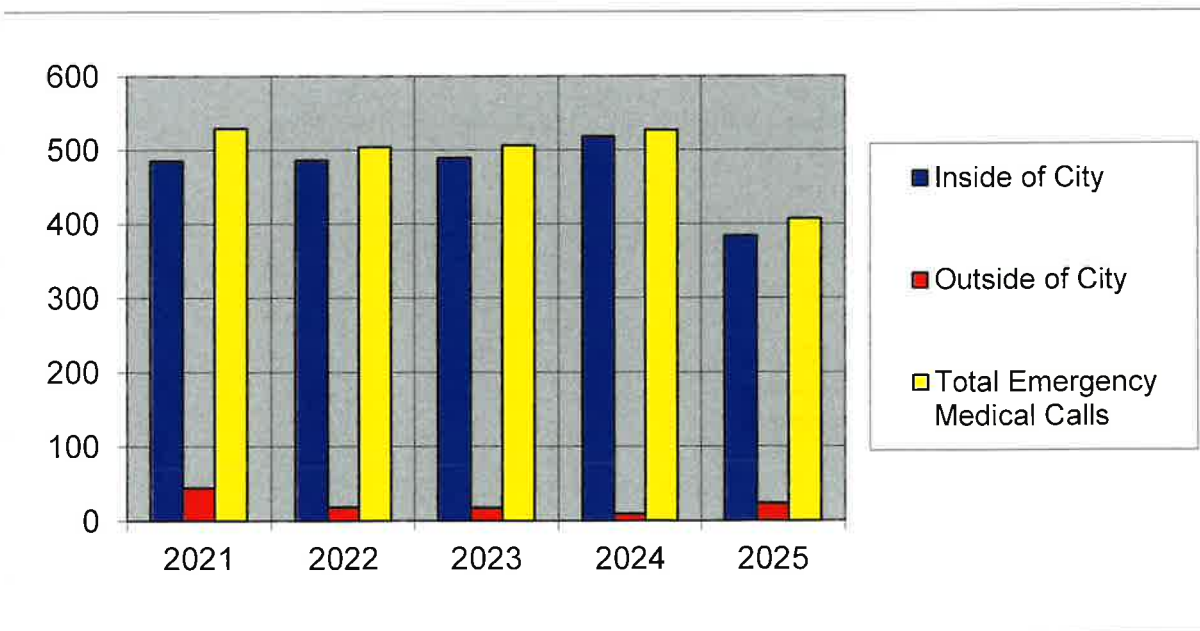
Fire Calls for the month of May over a Five-Year Period:

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
District #1	60	45	79	106	92
District #2	55	43	41	52	43
District #3	34	31	0	0	0
Out of City	3	1	1	3	6
Total	152	120	121	161	141



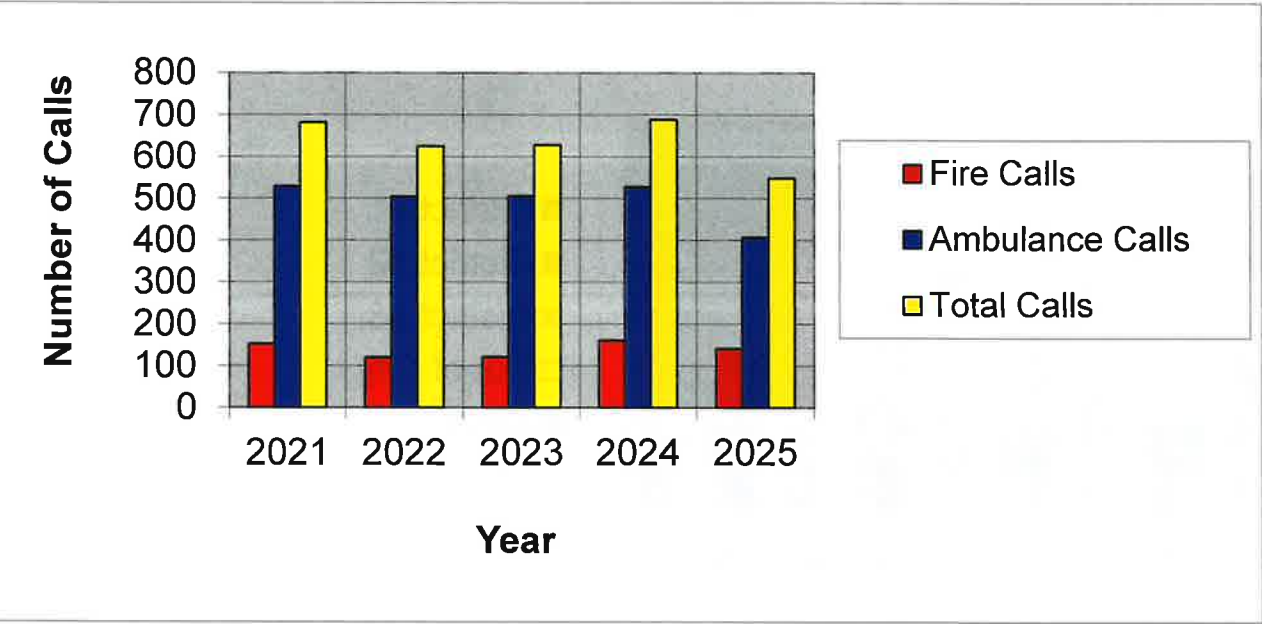
Ambulance Calls in the month of May over a Five Year Period:

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Inside of City	485	486	489	518	384
Outside of City	44	18	17	9	23
Total Emergency Medical Calls	529	504	506	527	407



Fire and Ambulance Calls in the month of May over a Five-Year Period:

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Fire Calls	152	120	121	161	141
Ambulance Calls	<u>529</u>	<u>504</u>	<u>506</u>	<u>527</u>	<u>407</u>
Total Calls	681	624	627	688	548



Training

Training Man Hours: 276.35
Training Course Hours: 79.65

- | | |
|----------------------------------|-----------|
| Z Rig Setup | Rescue |
| N95 Fit Test 2025 | PPE |
| Ladders/Truck Aerial Training | Fire-misc |
| 342 Ambo Training | Driver |
| Engine 5 Driver Training | Driver |
| Driver Training | Driver |
| 342 Driver Training | Driver |
| T-1 Driver Training | Driver |
| N95 Fit Testing | PPE |
| 345 Driver Training | Driver |
| Driver Training on New Ambulance | Driver |
| Vehicle Maintenance | Driver |
| Ladder Training and Maintenance | Fire-misc |
| N95 Testing | PPE |
| SAM Junctional Tourniquet | EMS-misc |
| QA/QI Office Training | EMS-misc |
| Paramedic Class | Paramedic |
| CERT | |
| Pumps | |

Fire Prevention Bureau

Ancillary Duties	32
Complaints Received	2
Conferences Held	2
Correspondence	80
Inspections Performed	13

Investigations Conducted	1
Plan Reviews	4
Public Education	0
Burning Permits Issued	5

Personnel

Tyler C. Hochard and David L. Rice successfully completed Firefighter Recruit Training approved by the Maryland Fire and Rescue Institute and were assigned to crews.

Allison Clise, Jamison Bender and Nicholas Green all completed their first year of Paramedic classes at Garrett College.

Statistic Compiled by Brandi Snyder, Fire Administrative Associate

File Attachments for Item:

1. Approving the Closed Session Minutes for June 16, 2025. Closed Session Minutes, Open Work Session Minutes and Regular Session Minutes for June 17, 2025

Mayor and City Council of Cumberland

Closed Session Minutes

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

2nd Floor Conference Room

Monday, June 16, 2025; 4:00 p.m.

On June 16, 2025, the Mayor and City Council met in public session beginning at 4:00 p.m. in the 2nd floor Conference Room of City Hall for the purpose of immediately closing the meeting to receive an update regarding the Messick Road development site. Authority to close the session is provided by Section 3-305(b)(4) of the General Provisions Article of the Annotated Code of Maryland.

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

PRESENT: Raymond M. Morriss, President; Council Members Richard Cioni, Jimmy Furstenberg (arrived at 4:08 pm), Eugene Frazier and Brian Lepley

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison K. Layton; City Clerk; City Solicitor, Michael Cohen; and Matt Miller; Executive Director of the CEDC

Mayor and City Council of Cumberland

Closed Session Minutes

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

2nd Floor Conference Room

Monday, June 16, 2025; 5:00 p.m.

On June 16, 2025, the Mayor and City Council met in public beginning at 5:00 p.m. in the 2nd floor Conference Room of City Hall for the purpose of immediately closing the meeting to discuss issues pertaining to an employee's work performance and to consult with staff and the City Solicitor regarding a proposal for the settlement of potential litigation. Authority to close the session is provided by Sections 3-305(b)(1)(i) and (b)(8) of the General Provisions Article of the Annotated Code of Maryland.

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

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

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

Mayor and City Council of Cumberland

Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, June 17, 2025; 4:00 p.m.

On June 17, 2025, the Mayor and City Council met in public session beginning at 4:00 p.m. in the 2nd floor Conference Room of City Hall for the purpose of immediately closing the meeting to discuss an update regarding the Collective Bargaining Agreement with AFSCME. Authority to close the session is provided by Section 3-305(b)(9) of the General Provisions Article of the Annotated Code of Maryland.

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

PRESENT: Raymond M. Morriss, President; Council Members Richard Cioni, Jimmy Furstenberg (arrived at 4:08 pm), Eugene Frazier and Brian Lepley

ALSO PRESENT: Jeffrey F. Silka, City Administrator and Allison K. Layton; City Clerk;



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman James L. Furstenberg
Councilman Brian R. Lepley

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

Mayor and City Council of Cumberland

WORK SESSION

City Hall 2nd Floor Conference Room
57 N. Liberty Street
Cumberland, MD 21502
Tuesday, June 17, 2025; 4:30 pm

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

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Rich Rheinhardt, Percy Public Affairs

Media: Hannah Fout, WCBC

I. UPDATE FROM RICH RHEINHARDT WITH PERCY PUBLIC AFFAIRS

Rich Reinhardt provided the end-of-session report, issued April 14, 2025. Although the budget has been balanced, there is considerable concern regarding the structural deficit. The report encapsulates the involvement of the City of Cumberland.

Going into January, it was known that discussions about the budget and the rise in energy rates would be held. Over 3200 bills were introduced, and the impact on the County and City was taken into consideration. The report shows late FY25 cash

shortfalls totaling \$400M and ballooning to \$1B for FY26. The structural deficit showed shortfalls of over a billion dollars for FY26 and continued into FY27, with a deficit of \$2.47B. If no action were taken, FY30 would show \$6B for the State.

It was noted during the session that the cuts and projections provided last fall were off the mark and, unfortunately, in worse condition. \$280M write-down from the estimates will result in tax increases. Speculation is that the write-down contributes to long-term commitments for the blueprint and specific mandates, resulting in less revenue generated by the private sector.

During the 90-day session, the General Assembly adopted 270 budget amendments and a \$70B state budget. Highlights of the budget include preserving areas in the rainy-day fund and \$2M investment for taxpayers to combat rising energy costs. Negative effects on Marylanders include:

- Two new brackets for income taxes and a Tech tax affecting businesses using Data services.
- 2% surcharge on Capital Gains taxes, 20% increase on all standard deductions
- An increase in mobile sports wagering.
- Various fees affecting government agencies, vehicle registration increases, and a \$5 fee for the purchase of a new tire.

Cuts that will affect local municipalities include:

- Cost shifting, resulting in a reduction of \$97.7M in the annual employer pension contributions.
- Department of Assessment and Taxation for SDAT evaluations, an increase of 90%.
- The Board of Public Works will be required to cover 50% of payments owed to an individual for any new erroneous conviction settlement.

The budget did allow for a \$100K Legislative Bond Bill for the Harrison and Mechanic Street intersection project. The Department of Environment and DNR provided the allocation for the City of Cumberland projects. \$100K in Capital Grant funds was appropriated to the Allegany Museum, and \$250K for the Western Maryland Scenic Railroad. The last award for the George Edwards fund was secured for \$10M for FY26.

II. UPDATE ON THE CITY SEAL

Mr. Silka shared updated designs that reflect the feedback received from the last discussion. Council members inquired about incorporating the Maryland flag, and an order will be ready for approval at the next meeting.

III. CITY ADMINISTRATOR UPDATES

Mr. Silka updated that due to a drainage issue at the Skatepark, a change Order for \$13K to address the problem. Once the ground is dry, the concrete can be poured, and the October deadline should still be attainable. Orders for the next couple of meetings will also pertain to fencing requirements.

Order 27,753 regarding the Main Street Program will need to be added to tonight's agenda for approval, so it can be signed by July 1, 2025

IV. REVIEW OF THE PUBLIC MEETING AGENDA OF JUNE 17, 2025

- ❖ Ordinance 4017 is for updating pay grades, eliminating and adding positions, as well as updating position names.
- ❖ Order #4 pertains to \$ 60K in GovDeal auction funds being collected by the City.
- ❖ Order # 7 pertains to a reimbursement to the State of Maryland for road salt.
- ❖ Order # 13 is for the approval of the 2025 Consolidated Five-Year Plan.

V. MAYOR AND CITY COUNCIL UPDATES

- The Wing Off will be at the Fairgrounds this weekend, and the Juneteenth cookout will be held on Pine Avenue starting at noon.
- The DDC is continuing to obtain required merchant signatures for the BID, which would replace the DDC.

- Recognition of the Allegany Baseball team for winning the State Championships.
- Celebration for Barb Buehl was well attended.
- Plein Air festival attracted over 30 artists in the area.
- The Levitt AMP series will kick off on June 26, marking the 3rd year, and with increased attendance. The City is in the process of applying for another contract to continue its services.
- Farmers Market is every Thursday at the Canal Place.

VI. ADJOURNMENT

With no further business at hand, the meeting adjourned at 5:29 p.m.

Respectfully Submitted,

Allison K. Layton_____

City Clerk

Minutes approved on_____



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman James L. Furstenberg
Councilman Brian R. Lepley

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

MINUTES

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

DATE: June 17, 2025

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

Council Member Richard J. "Rock" Cioni
Council Member Eugene T. Frazier
Council Member James L. Furstenberg, III
Council Member Brian R. Lepley
President Raymond M. Morriss,

Also Present: Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk; Chief Adams; Acting Police Chief Lieutenant Bonner

IV. Statement of Closed Meeting

The Mayor and City Council of Cumberland met in public session beginning at 4:00 p.m. in the 2nd floor Conference Room of City Hall on Monday, June 16, 2025 for the purpose of immediately closing the meeting to receive an update regarding the Messick Road development site. Authority to close the session is provided by Section 3-305(b)(4) of the General Provisions Article of the Annotated Code of Maryland.

The Mayor and City Council of Cumberland met in public session beginning at 5:00 p.m. in the 2nd floor Conference Room of City Hall on Monday, June 16, 2025 for the purpose of immediately closing the meeting to discuss issues pertaining to an employee's work performance and to consult with staff and the City Solicitor regarding a proposal for the settlement of potential litigation. Authority to close the session is provided by Sections 3-305(b)(1)(i) and (b)(8) of the General Provisions Article of the Annotated Code of Maryland.

The Mayor and City Council of Cumberland met in public session beginning at 4:30 p.m. in the 2nd floor Conference Room of City Hall on Tuesday, June 17, 2025 for the purpose of immediately closing the meeting to discuss issues pertaining to an employee's work performance. Authority to close the session is provided by Section 3-305(b)(1)(i) of the General Provisions Article of the Annotated Code of Maryland.

V. Presentations

1. A recognition from the Cumberland Fire Department giving recognition to Tyler Hochard for completion of Firefighter Recruit Training

Chief Adams spoke of two new firefighters who recently completed required Firefighter certification training:

- Tyler Hochard, hired November 4, 2025, and Emily Scott issued his badge
- David Rice, hired March 2, 2025, and Savannah Grimm issued his badge.

Photos were taken with the Fire Fighters and the City Council Members.

VI. Directors Reports

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

(A) Administrative Services

1. Administrative Monthly Services Report for May 2025

(B) Public Works

1. Maintenance Division Monthly Report for May 2025

(C) Police

1. Police Department Monthly Report for May 2025

(D) Utilities – Flood, Water, Sewer

1. Utilities Division Water/Sewer Monthly Reports for May 2025

VII. Approval of Minutes

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

1. Approving the Closed Session Minutes, Open Work Session Minutes, and Regular Session Minutes of June 3, 2025

VIII. Public Comments for Agenda Items Only

All public comments are limited to 5 minutes per person

No one signed up to speak

IX. Unfinished Business

(A) Ordinances

Ordinance 4015 (*2nd and 3rd readings*) - providing for an increase in water rates effective July 1, 2025

1. **SECOND READING:** Motion to accept the second reading was made by Council Member Furstenberg, seconded by Council Member Lepley, and was passed on a vote of 5-0. Mayor Morriss called for questions or comments. Being none, the ordinance was moved to its third reading.

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

X. New Business

(A) Ordinances

1. Ordinance 4016 (*1st reading*) - amending Section 7-27(1) of the Code of the City of Cumberland to update the fees the Cumberland Fire Department changes for its services

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

2. Ordinance 4017 (*1st reading*) - authorizing the amendment of Sections 16-1 through 16-6 of the Code of the City of Cumberland for the purpose of updating pay grades

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

(B) Orders (Consent Agenda)

Mayor Morriss reviewed a new item to be added to the Consent Agenda. **Motion** to approve the addition of the item to the Consent Agenda was made by Council Member Frazier, seconded by Council Member Furstenberg, and was passed on a vote of 5-0.

1. Order 27,753 - authorizing the execution of a Main Street Maryland Program Agreement between the Mayor and City Council of Cumberland and Maryland Department of Community Development (DHCD), outlining terms for the implementation of the Main Street Approach™ in the city of Cumberland, Maryland for the term beginning July 1, 2025 and ending June 30, 2026.

(C) Orders (Consent Agenda)

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

1. Order 27,735 - authorizing the Chief of Police to accept a FY25 Edward Byrne Memorial Justice Assistance Grant award in the amount of \$30,000 to be used to purchase AXON FUSUS platform software for the CPD RTIC Concept Project
2. Order 27,736 - declaring real property at 421 Central Ave. (Tax ID 22-014293), 439 Andrews Ave. (Tax ID 22-003917), 413 Central Ave. (Tax ID 22-015427) and 310 N. Waverly Terr. (Tax ID 22-015409) to be surplus property to be offered for sale
3. Order 27,737 - authorizing the abatement of City Real Property taxes and interest for the properties at 6 Oldtown Road and 414 Grand Avenue

4. Order 27,738 - accepting certain bids received for the "2025 GovDeals Sale of Surplus Vehicles and Equipment" and rejecting all other bids
5. Order 27,739 - accepting the proposal from CBIZ Insurance Services for risk management services for FY26 in the amount not to exceed \$27,979
6. Order 27,740 - approving a Cybersecurity Policy, effective this date
7. Order 27,741 - authorizing the purchase of road salt from the Maryland Department of Transportation for the amount of \$39,723.15
8. Order 27,742 - declaring computer equipment as surplus property and authorizing it to be scrapped or e-cycled
9. Order 27,743 - approving the contract with Link Computer Corporation for the renewal of the MuniLink Utility Billing System for a one year term beginning July 1, 2025 in the amount not to exceed \$48,523.56
10. Order 27,744 - authorizing the sole source purchase from Excavating Associates, Inc. for the remaining materials for the South End Water project at a discounted rate in the not to exceed amount of \$28,376.07
11. Order 27,745 -accepting the proposal with Citco Water, for the George Street water main replacement project, for the upgrade of the 6' water main to 8' water main, in the amount not to exceed \$34,017; to be completed in partnership with Breezeline's fiber optics replacement project
12. Order 27,746 - approving the sole source purchase from Amazon Web Services, Inc. to provide server hosting and support services for FY26 in the not to exceed amount of \$43,300
13. Order 27,747 - approving the submission of the 2025 Consolidated Five Year Plan / 2025 Annual Action Plan for the City's Community Development Block Grant (CDBG) Program to HUD for program funding recommendations for the 2025 program year in the total amount of \$786,221
14. Order 27,748 - authorizing the execution of a Cost-Share Agreement with the Maryland Department of Transportation, State Highway Administration (MDOT-SHA) relative to City Project 9-18-BR, Replacement of Bridge A-C-06 Baltimore Street Over Wills Creek, with the

City's cost share portion estimated at \$20,270.91, which is 20% of the total estimated cost of \$101,354.57

15. Order 27,749 - approving the proposal from BlueConduit for the purchase of a tool to assist in determining the material type for service lines throughout the City. In the amount not to exceed \$62,500 and pursuant to Section 2- 171(c) of the City Code, is awarded in accordance with the terms of the Sourcewell Contract 012524-ABN
16. Order 27,750 - approving the proposal from Belt Paving, Inc. provide mill, patch and paving work on George Street and Dexter Place in the amount not to exceed \$150,676.30 and pursuant to Section 2- 171(c) of the City Code, is awarded in accordance with the terms of the Maryland State Highway Administration's (SHA) existing contract with Belt Paving
17. Order 27,751 - authorizing the execution of Change Order No. 2 with Excavating Associates due to additional scope of work items required to complete the paving required by the project for the South End Water Main Replacement Project (City Project No. 2-22-W) for an additional \$148,120.16; and a reduction in contract price due to line items not being fully expended in the amount of \$246,523.65 resulting in an overall reduction of \$98,403.50, bringing the total contract price not to exceed \$4,854,950.50
18. Order 27,752 - awarding the Downtown ADA Improvements Project (City Project No. 16-21-M) to Carl Belt, Inc., the low responsive bidder, in the amount not to exceed \$154,210, contingent upon Community Development Block Grant funding; and rejecting all other bids
19. Order 27,753 - authorizing the execution of a Main Street Maryland Program Agreement between the Mayor and City Council of Cumberland and Maryland Department of Community Development (DHCD), outlining terms for the implementation of the Main Street Approach™ in the city of Cumberland, Maryland for the term beginning July 1, 2025 and ending June 30, 2026.

XIII. Public Comments

All public comments are limited to 5 minutes per person.

Stacy Rank a resident on High Lane, spoke of her concerns for neighborhood safety and believed there is illegal activity that is not getting addressed. She mentioned activity in a particular apartment building with frequent questionable activity and her lawn care worker informed her he witnessed illegal activity. A neighbor's camera shows footage of a man walking around suspiciously and then entering a house across the street. The police were contacted and responded, reviewed camera footage and checked in to the house and discovered the screen was removed from the window and a mallet and crowbar was discovered inside the residence. She and another resident do not feel safe and are very concerned that nothing is being done about the situation.

Mayor Morriss thanked Stacy and assured her that the City will follow up with the police department.

Jo Ryan – signed up to speak but left.

XI. Adjournment

With no further business at hand, the meeting adjourned at 6:44 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____

File Attachments for Item:

1. Ordinance 4016 (*2nd and 3rd readings*) - amending Section 7-27(1) of the Code of the City of Cumberland to update the fees the Cumberland Fire Department charges for its services

ORDINANCE NO. 4016

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED, "AN ORDINANCE TO AMEND SECTION 7-27(l) OF THE CODE OF THE CITY OF CUMBERLAND PERTAINING TO THE FEES THE CUMBERLAND FIRE DEPARTMENT CHARGES FOR ITS SERVICES FOR THE PURPOSE OF INCREASING CERTAIN OF THOSE FEES."

WHEREAS, the Cumberland Fire Department currently charges for a limited number of services it provides to the general public on an as-needed basis.

WHEREAS, the Mayor and City Council have determined that certain fees in the Schedule of Fees in Section 7-27(l) of the City Code should be increased to account for the rising costs of providing these services.

WHEREAS, the purpose of this Ordinance is to amend the Schedule of Fees to reflect those increases.

NOW, THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the table for the Schedule of Fees in Section 7-27(l) of the City Code, is amended to read as follows: [NOTE: The Exhibit A attached hereto is a text-edited version of the Schedule of Fees, showing the increase in fees effected by this Ordinance]

SERVICE	Fee
Fire Suppression Service	
Level 1	\$150.00 for initial response up to one hour \$100.00/hour or part thereof thereafter per apparatus
Level 2	\$300.00 for initial response up to one hour \$100.00/hour or part thereof thereafter per apparatus
Level 3	\$1,000.00 for initial response up to one hour \$100.00/hour or part thereof thereafter per apparatus except aerial tower/ladder truck \$200.00/hour or part thereof for aerial tower/ladder truck
Motor Vehicle Collision Response	
\$150.00 per hour or part thereof per engine company or ladder company vehicle	
\$100.00 per hour or part thereof per utility vehicle	
\$50.00 per hour or part thereof personnel fee in the event vehicles other than engine company vehicles, ladder company vehicles or utility vehicles deliver personnel to the location of the collision	

\$25.00 per bag of absorbent	
Any hazardous materials response fees that may be applicable	
Emergency Medical Response	
Basic life support emergency base rate	\$600
Advanced life support emergency base rate	\$700.00
Advanced life support II emergency base rate	\$800.00
Mileage (per mile)	\$19.00
Medical assistance fee	\$150.00
Hazardous Materials Response	
Minor spill response	\$100.00/hour or part thereof thereafter. Fees incurred by the fire department to replace materials used to clean up the spill, for the disposal of contaminated materials and the cleaning and replacement of contaminated equipment will be charged as well.
Level 1	\$500.00 for initial response up to one hour \$100.00/hour or part thereof thereafter per fire department responder. Fees incurred by the fire department to replace materials used to clean up the spill, for the disposal of contaminated materials and the cleaning and replacement of contaminated equipment will be charged as well.
Level 2	\$1,500.00 for initial response up to one hour \$100.00/hour or part thereof thereafter per fire department responder. Fees incurred by the fire department to replace materials used to clean up the spill, for disposal of contaminated materials and the cleaning and replacement of contaminated equipment will be charged as well.
Level 3	\$2,000.00 for initial response up to one hour \$100.00/hour or part thereof thereafter per fire department responder. Fees incurred by the fire department to replace materials used to clean up the spill, for disposal of contaminated materials and the cleaning and replacement of contaminated equipment will be charged as well.
False Alarms	
Second false alarm within six months of first false alarm	\$200.00

Third false alarm within same time frame	\$300.00
Subsequent false alarms within same time frame	\$400.00
Inspections	
Fire alarm and detection systems	\$150.00 per panel
Sprinkler, standpipe, water spray, combinations, and chemical suppression systems	\$150.00 per system
Gaseous and chemical suppression	\$150.00 per system
Assembly permit	\$75.00
Required inspection for new business	\$75.00
Required inspection for single family homes	\$50.00
Required inspection for apartments	\$75.00
All re-inspections	\$200.00
Fireworks display inspection	\$150.00
Miscellaneous Fees	
Plan review	\$25.00
Bad check fee	\$35.00 per check

SECTION 2: BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon the date of its passage.

Passed this _____ day of _____, 2025.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

SERVICE	Fee
Fire Suppression Service	
Level 1	\$150.00 for initial response up to one hour \$100.00/hour or part thereof thereafter per apparatus
Level 2	\$300.00 for initial response up to one hour \$100.00/hour or part thereof thereafter per apparatus
Level 3	\$1,000.00 for initial response up to one hour \$100.00/hour or part thereof thereafter per apparatus except aerial tower/ladder truck \$200.00/hour or part thereof for aerial tower/ladder truck
Motor Vehicle Collision Response	
	\$150.00 per hour or part thereof per engine company or ladder company vehicle
	\$100.00 per hour or part thereof per utility vehicle
	\$50.00 per hour or part thereof personnel fee in the event vehicles other than engine company vehicles, ladder company vehicles or utility vehicles deliver personnel to the location of the collision
	<u>\$25.00 per bag of absorbent</u>
	Any hazardous materials response fees that may be applicable
Emergency Medical Response	
Basic life support emergency base rate	\$650.00 <u>\$600</u>
Advanced life support emergency base rate	\$650.00 <u>\$700.00</u>
Advanced life support II emergency base rate	\$750.00 <u>\$800.00</u>
Mileage (per mile)	\$15.00 <u>\$19.00</u>
Medical assistance fee	\$150.00
Hazardous Materials Response	
Minor spill response	\$100.00/hour or part thereof thereafter. Fees incurred by the fire department to replace materials used to clean up the spill, for the disposal of contaminated materials and the cleaning and replacement of contaminated equipment will be charged as well.
Level 1	\$500.00 for initial response up to one hour \$100.00/hour or part thereof thereafter per fire department responder.

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	Fees incurred by the fire department to replace materials used to clean up the spill, for the disposal of contaminated materials and the cleaning and replacement of contaminated equipment will be charged as well.
Level 2	\$1,500.00 for initial response up to one hour \$100.00/hour or part thereof thereafter per fire department responder. Fees incurred by the fire department to replace materials used to clean up the spill, for disposal of contaminated materials and the cleaning and replacement of contaminated equipment will be charged as well.
Level 3	\$2,000.00 for initial response up to one hour \$100.00/hour or part thereof thereafter per fire department responder. Fees incurred by the fire department to replace materials used to clean up the spill, for disposal of contaminated materials and the cleaning and replacement of contaminated equipment will be charged as well.

False Alarms

Second false alarm within six months of warning first false alarm	\$450.00 <u>\$200.00</u>
Third false alarm within same time frame	\$350.00 <u>\$300.00</u>
Subsequent false alarms within same time frame	\$350.00 each <u>\$400.00</u>

Inspections and Re-inspection

Fire alarm and detection systems	\$400.00 <u>\$150.00</u> per panel
Sprinkler, standpipe, water spray, combinations, and chemical suppression systems	\$400.00 <u>\$150.00</u> per system
<u>Gaseous and chemical suppression</u>	<u>\$150.00 per system</u>
Assembly permit	\$60.00 <u>\$75.00</u>
Required inspection for new business	\$60.00 <u>\$75.00</u>
<u>Required inspection for single family homes</u>	<u>\$50.00</u>
<u>Required inspection for apartments</u>	<u>\$75.00</u>
<u>All re-inspections</u>	\$400.00 <u>\$200.00</u>
<u>Re-inspection or retest, first time</u>	
<u>Re-inspection or retest, subsequent</u>	\$200.00
<u>Fireworks retail inspection</u>	<u>\$25.00</u>

Fireworks display inspection	\$100.00 <u>\$150.00</u>
Plan review	\$25.00
Miscellaneous Fees	
<u>Plan review</u>	<u>\$25.00</u>
Bad check fee	\$35.00 per check

File Attachments for Item:

2. Ordinance 4017 (*2nd and 3rd readings*) - authorizing the amendment of Sections 16-1 through 16-6 of the Code of the City of Cumberland for the purpose of updating pay grades

ORDINANCE NO. 4017

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, ENTITLED, “AN ORDINANCE TO REPEAL AND REENACT WITH AMENDMENTS SECTIONS 16-1 THROUGH 16-6 OF THE CODE OF THE CITY OF CUMBERLAND (1991 EDITION), FOR THE PURPOSE OF UPDATING EMPLOYEE PAY GRADES.”

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that Sections 16-1 of the Code of the City of Cumberland (1991 Edition) be and are hereby repealed and reenacted as follows:

16-1. Pay Grades - AFSCME Employees

The following pay grades shall apply for all City employees who are, as of the effective date of this section, represented by the American Federation of State, County and Municipal Employees (AFSCME) No. 553:

(a). General Trades and Labor

Arborist I	8
Arborist II	9
Auto Technician – Entry Level	7
Auto Technician I	8
Auto Technician II	9
Facilities Technician – Entry Level	6
Facilities Technician I	7
Facilities Technician II	8
HVAC Mechanic	11
Journeyman Electrician	11
Plant Electrician	11
Lead Utilities Technician	9
Meter Technician Coordinator	8
Parking Meter Supervisor	8
Pipe Technician - Entry Level	6

Pipe Technician I	7
Pipe Technician II	8
Pipe Technician III	9
Plant Technician - Entry Level	6
Plant Technician I	7
Plant Technician II	8
Plant Technician III	10
Public Works Technician - Entry Level	6
Public Works Technician I	7
Public Works Technician II	8
Service Technician - Entry level	6
Service Technician I	7
Service Technician II	8

(b). Clerical, IT, and Administrative

Accounting Associate I	6
Accounting Associate II	7
Accounting Associate III	10
Accounting Clerk	8
Accounting Specialist	9
Administrative Associate I	7
Administrative Associate II	9
Codes Technician	9
Contracts Administration Officer	10
Engineering Technician I	9
Engineering Technician II	10
Laboratory Technician, Water Reclamation	9
Police Records Specialist	7

16-2. Pay Grades - UFCW Employees / Law Enforcement Officers

The following pay grades shall apply for all City employees who are, as of the effective date of this section, represented by the United Food and Commercial Workers (UFCW), Local 1994 and/or who are law enforcement officers:

Police Patrolman Entry	9
Police Officer	9
Police Corporal	11
Police Sergeant	12

16.3 Pay Grades - International Association of Fire Fighters (IAFF) Local #203/ Firefighters

*(*Denotes an FLSA-exempt position unless covered by a collective bargaining agreement)*

Firefighter / EMT - B/I/P	9
Fire Equipment Operator / EMT - B/I/P	10
Fire Lieutenant / EMT - B/I/P	12

16.4 Pay Grades - Employees Not Represented by a Collective Bargaining Unit

*(*Denotes an FLSA-exempt position unless covered by a collective bargaining agreement)*

Accountant	11*
Accounting Supervisor	13*
Administrative Associate I	7
Administrative Associate II	9
Assistant to the City Clerk	7
Central Services Maintenance Coordinator	15*
Citizen Service Representative	10*
City Comptroller	18*
Codes Compliance Manager	14*
Codes Compliance Officer	11*

Community Development Generalist	10*
Community Development Specialist - Senior	14*
Small Business Development/Main Street Manager	*14
Social Media and Outreach Coordinator	10*
Fire Deputy Chief	16*
Fire Battalion Chief	15
Fire Captain	14
Fire Marshall	15
Economic Development Specialist	12
Economic Development Corporation Executive Director	17*
Engineering – Director of Engineering and Utilities	18*
Engineering - GIS Specialist	11
Engineering – Senior Engineer	14*
Engineering – Project Engineer	13*
Engineering – Deputy Director	16*
Engineering - Specialist	12
Environmental Specialist	14*
Executive Assistant to City Administrator	9
Historic Planner / Preservation Coordinator	14*
Human Resources Associate	10
Human Resources Officer	12*
Information Technologies Manager	17*
Cybersecurity Manager	15*
Information Technologies Specialist	13*
DDC Maintenance Technician	7
Parks and Recreation Manager	14*
Police Captain	16*
Police Lieutenant	14*
Vehicle Maintenance - Fleet Manager	13*

Public Works Director	17*
Sewer and Flood Control Coordinator	12*
Sewer and Flood Superintendent	15*
Streets and Public Properties Maintenance Coordinator	12*
Streets and Public Properties Superintendent	15*
Utilities - Deputy Director	16*
Water Reclamation Facility Superintendent	15*
Water Distribution and Technical Services Coordinator	12*
Water Distribution and Technical Services Superintendent	15*
Water Filtration Plant Coordinator	12*
Water Filtration Plant Superintendent	15*
Water Reclamation Facility Coordinator	12*

Section 16.5 Compensation Plan Generally

(a) The City Administrator shall, when necessary, make recommendations to the Mayor and City Council for changes in base and maximum salaries for each class or position in the Classified Service, as established by the compensation plan adopted by the Mayor and City Council and set out in this Chapter. Provisions shall be made for in-grade salary increases for each class or position until the maximum salary is attained. The supervisor and the appointing authority of the employee concerned shall certify to the City Administrator, through the Human Resources Officer, that the employee has performed his duties satisfactorily for the preceding year.

(b) No employee in the Classified Service shall be paid a salary less than the established minimum nor greater than the maximum rates fixed in the compensation plan for the position they hold.

(c) The compensation plan shall take effect by Ordinance of the Mayor and City Council. The Mayor and City Council shall not increase or decrease salaries of individual employees but shall fix salaries only by amendment to the compensation plan by Ordinance.

(d) The following compensation plan shall be effective from the date of its passage and shall constitute the compensation plan applicable to all employees identified in the preceding section of this chapter. It shall remain in force and effect until such time as it is amended by Ordinance of the Mayor and City Council.

Grade	Base/Minimum Salary	Midpoint	Maximum Salary
18	\$97,920	\$135,619	\$173,318
17	\$89,018	\$123,290	\$157,562
16	\$80,925	\$112,081	\$143,237
15	\$73,568	\$101,892	\$130,215
14	\$66,880	\$92,629	\$118,378
13	\$60,800	\$84,208	\$107,616
12	\$55,273	\$76,553	\$97,833
11	\$50,248	\$69,594	\$88,939
10	\$45,680	\$63,267	\$80,854
9	\$41,527	\$57,515	\$73,503
8	\$37,752	\$52,287	\$66,821
7	\$34,320	\$47,533	\$60,746
6	\$31,200	\$43,212	\$55,224

(e) Full-time, Seasonal, temporary and part-time employees shall receive pay in accordance with the greater of the State or Federal minimum rate or other rates established by the fiscal year budget.

Section 16-6. Compensation of Board of Zoning Appeals, Officers.

(a) The Mayor and City Council may compensate the members of the Board of Zoning Appeals at such rates as established by the order.

(b) The compensation for the City Administrator, City Clerk/Assistant City Administrator, Director of Administrative Services, Chief of the Fire Department and Chief of the Police Department shall be as is set forth in their respective employment contracts or by Order passed by the Mayor and City Council.

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

Passed this _____ day of _____, 2025

MAYOR

ATTEST:

CITY CLERK

File Attachments for Item:

. Ordinance 4018 (*1st reading*) - authorizing the transfer of 212 Baltimore Avenue to Michael Mudge for the purchase price of \$10,000

ORDINANCE NO. 4018

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF MICHAEL MUDGE FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 212 BALTIMORE AVENUE, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 212 Baltimore Avenue, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 27,658, passed by the Mayor and City Council on February 18, 2025;

WHEREAS, the City received a bid for the purchase of the Property from Michael Mudge (the "Purchaser") for the sum of Ten Thousand Dollars (\$10,000.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Ten Thousand Dollars (\$10,000.00), subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;

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

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

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

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

Passed this _____ day of _____, 2025.

Raymond M. Morriss, Mayor

ATTEST:

Allison K. Layton, City Clerk

1st reading: July 1, 2025
2nd reading: July 15, 2025
3rd reading: July 15, 2025

EXHIBIT A

NO TITLE SEARCH PERFORMED

THIS QUITCLAIM DEED, made this _____ day of July, 2025, by and between **MAYOR AND CITY COUNCIL OF CUMBERLAND** (the “City”), a Maryland municipal corporation, and **MICHAEL MUDGE** (the “Grantee”), of Allegany County, Maryland.

WITNESSETH:

That for and in consideration of the sum of Ten Thousand Dollars (\$10,000.00), cash in hand paid, and for other good and valuable consideration, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, his personal representatives, heirs and assigns all of the City’s right, title, interest and estate in and to the following-described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL that following described piece or parcel of ground lying and being situated on the Northwestern side of Baltimore Avenue in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to wit:

BEGINNING for the same on the Northwestern side of Baltimore Avenue at a point distant 23.4 feet measured along said side of said Avenue in Northeasterly direction from the easterly or rear corner of the brick building now known (1962) as Brook's Hotel located at the intersection of said side of said Baltimore Avenue with the easterly side of Front Street, said point of beginning being also distant 104.4 feet measured in an easterly direction along said side of said Avenue from its intersection with the Easterly side of Front Street and running thence with the Northwestern side of Baltimore Avenue North 34 degrees 24 minutes East 90 feet, thence with the division line between the lot hereby conveyed and the L.D. Rohrer property North 55 degrees 8 minutes West 125.4 feet to the southeasterly side of Shinbone Alley, and with said side of said alley South 40 degrees 35 minutes West 28 feet; thence following the division fence now standing (1928) South 52 degrees 47 minutes East 44.3 feet South 34 degrees 24 minutes West 21 feet South 55 degrees 36 minutes East 12 feet, South 4 degrees 42 minutes East 51.55 feet, South 55 degrees 36 minutes East 39.67 feet to the place of beginning.

IT BEING the same property that was conveyed from Matthew J. Hunt to Mayor and City Council of Cumberland by deed dated June 24, 2024, and recorded among the Land Records of Allegany County, Maryland in Book 3032, Page 244.

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

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

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

In connection with the foregoing conveyance, the parties hereto covenant and agree as follows:

1. No later than one (1) month from the date of this deed, the Grantee shall secure the dwelling on the property by replacing its doors and locks as needed, as determined by the City.
2. No more than two (2) months from the date of this deed, the Grantee shall:
 - A. Mow the grass and remove weeds at the exterior of the dwelling the grass and remove weeds;
 - B. Remove all junk, trash, and debris from the yard and structure(s) on the property;
 - C. Remove and keep the property free of all environmental contamination, if any;
 - D. Remove and trim all overgrowth of trees and shrubs;

- E. Demolish the kitchen and old bathroom and remove the debris from the property;
- F. Have electric and plumbing systems and structure (e.g., soundness and roof) inspected;
- G. Secure all doors and windows; and
- H. Obtain all permits necessary for the commencement of property improvements.

The foregoing work shall be performed to the reasonable satisfaction of the City. The Grantee's obligations, as set forth in this section, are continuing in nature.

- 3. No later than six (6) months from the date of this deed, the Grantee shall obtain all permits required for the rehabilitation of the dwelling:
- 4. No later than twelve (12) months from the date of this deed, the Grantee shall:
 - (a) Repair or replace the roof;
 - (b) Repair or replace windows and doors;
 - (c) Repair or replace exterior siding and trim;
 - (d) Repair or replace porch, decking, railings, and stairs; and
 - (e) Repair, replace, or remove any accessory structures.

The foregoing work shall be performed to the reasonable satisfaction of the City.

The Grantee's obligations, as set forth in this section, are continuing in nature.

5. No later than twenty-four (24) hours from the date of this deed, the Grantee shall complete the rehabilitation of the interior of the dwelling and obtain a permit for its occupancy.
6. The City and its designees shall have the right to inspect the hereinbefore-described property from time to time in order to ensure that the work described in paragraphs 1 through 5 above is progressing and is being performed and completed in the manner described herein; provided, however, that the City shall endeavor to give the Grantee no less than seventy-two (72) hours advance notice of any such inspections. The Grantee shall fully cooperate with the City and its designees in regard to the scheduling and conduct of the inspections.
7. The Grantee may not convey the property described above or any interest therein (aside from a security interest granted subject to these covenants, restrictions and agreements) to a third party until all of the conditions set forth in paragraphs 1- 5 hereinbefore are completed in accordance with the terms and provisions set forth therein. Any such conveyance or attempt at such conveyance shall be null and void.
8. Should the Grantee fail to comply with the terms and provisions of paragraphs 1-5 hereinbefore, the title to the real property and improvements conveyed by the terms of this deed shall immediately and without the necessity of any further action on the part of the City, revert and revest in the City, and the Grantee shall lose and forfeit all of its rights, title and interest in and to the said property and to the improvements, fixtures, rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining, and the City shall have the right of re-entry to the said property. Further, the Grantee shall execute a deed effecting

the conveyance of the hereinbefore-described property, improvements, fixtures, etc. to the City in the event the requirements set forth in paragraphs 1-5 above are not satisfied in a timely manner.

9. In furtherance of the terms and provisions set forth in the preceding section, the Grantee hereby grants the City's City Administrator (or acting or interim City Administrator) of the City the power and authority and in its stead to execute and deliver a deed or deeds to the hereinbefore-described property to the City in the event the Grantee fails to comply with the terms and provisions set forth in paragraphs 1- 5 hereinbefore and to perform any and all acts required in order to effect the conveyance of the hereinbefore-described property to the City.
10. The terms and provisions of the preceding two sections are irrevocable; however, they shall expire three (3) years from the date of this deed. Those terms and provisions shall not be affected by the disability or incapacity of the Grantee.
11. Once the requirements set forth in paragraphs 1- 5 above have been satisfied, upon the request of the Grantee, the City shall deliver a deed surrendering the rights of reverter described herein to the Grantee.
12. In the event the City institutes litigation to enforce the covenants and agreements set forth in the numbered and lettered paragraphs hereinbefore and it prevails, the Grantee shall be liable for the City's reasonable attorneys' fees, court costs, and litigation expenses.
13. If any clause or provision of the covenants and agreements set forth in the numbered and lettered paragraphs hereinbefore is illegal, invalid, or unenforceable under present or future laws in effect during the applicable time frames for the

performance of the obligations set forth herein, then and in that event, it is the intention of the parties hereto that the remainder of the said covenants and agreements shall not be affected thereby; and it is also the intention of the City and Grantee that, in lieu of each clause or provision that is illegal, invalid, or unenforceable, there be added a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

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

_____(SEAL)
Michael Mudge

**WITNESSES TO SIGNATURE
OF MICHAEL MUDGE:**

signature

printed name

address

signature

printed name

address

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

I HEREBY CERTIFY, that on this ____ day of _____, 2025, 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 \$10,000.00; and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

I HEREBY CERTIFY, that on this ____ day of _____, 2025, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Michael Mudge**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, and did acknowledge the foregoing instrument to be his act and deed; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$10,000.00; and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN

File Attachments for Item:

. Order 27,754 - authorizing the City Administrator to execute all FY25 Employment Agreements for part-time and seasonal employees of the City of Cumberland

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

ORDER NO. 27,754

DATE: July 1, 2025

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

THAT, the City Administrator be and is hereby authorized to execute all Seasonal Employment Agreements for the 2025 Spring/Summer season and Part-time Employments for the 2026 Fiscal Year; and

BE IT FURTHER ORDERED, that said Seasonal Employment agreements shall not exceed six (6) months from the date of execution.

Mayor Raymond M. Morriss

File Attachments for Item:

. Order 27,755 - authorizing the execution of Change Order No. 1 with First Fruits Excavating for the installation of an underdrain at the Cumberland Skate Park in the amount not to exceed \$12,126.80, bringing the total project cost not to exceed \$799,136.80

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

ORDER NO. 27,755

DATE: July 1, 2025

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

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 1 with First Fruits Excavating, 407 Plum Run Road, Ridgeley, WV 26753, for the installation of an underdrain at the Cumberland Skate Park in the amount not to exceed Twelve Thousand One Hundred Thirty Six Dollars and Eighty Cents (\$12,126.80) bringing the total project cost not to exceed Seven Hundred Ninety Nine Thousand One Hundred Thirty Six Dollars and Eighty Cents (\$799,136.80)

Raymond M. Morriss, Mayor

Budget:
115.GP16.63000

Original Contract Price	\$787,010.00
Change Order No. 1	\$12,126.80
Total Contract Price after CO 1	\$799,136.80

Council Agenda Summary

Meeting Date: 7/1/2025

Key Staff Contact: Robert Smith, PE

Item Title:

Change Order #1 for Cumberland Skate Park, City Project 06-13-RE

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

Change Order #1 for Cumberland Skae Park, City Project 06-13-RE in the amount of \$12,136.80.

This change order includes the installation of an underdrain at the Skate Park site to help drain the project of ground water which has been a consistent problem. This underdrain will help keep the project area dry even after completion of the project.

This change order will increase the project cost by \$12,136.80 from the original price of \$787,000.00. The new project cost will be \$799,136.80.

This cost increase will utilize City Funds.

Amount of Award: \$12,136.80

Budget number: 115.GP16.63000

Grant, bond, etc. reference: City Funds



**First
Fruits
Excavating, Inc.**

407 Plum Run Road
Ridgeley West Virginia 26753
304-726-8412 301-707-1565

Work to Install Underdrain at Skate Park

Date 6/12/2025
Project Title Cumberland Skate Park
Owner City of Cumberland

Description Cost breakdown to install underdrain at the Skate Park site to help drain the project of ground water and provide a park that will last longer because it will stay dryer.

MATERIALS/RENTALS	Units	Price/unit	Total Amount	
4" perforated pipe	700	\$ 0.89	\$ 623.00	
4" solid pipe	300	\$ 0.89	\$ 267.00	
Non woven fabric	1	\$ 530.00	\$ 530.00	
#57 stone	165	\$ 24.13	\$ 3,981.45	
		Subtotal	\$ 5,401.45	
		Sales Tax	\$ 324.09	6%
		Total	\$ 5,725.54	

Equipment

Description	Units / HRS	Rental Rate/hr.	Total Amount	
CAT 299 skidsteer	15	\$ 94.75	\$ 1,421.25	
CAT 308 Excavator	15	\$ 59.13	\$ 886.95	
		Subtotal	\$ 2,308.20	
		MD State Tax	\$ -	0%
		Total	\$ 2,308.20	

LABOR

Description	Total # Hrs.	Wage Rate	Total Amount	
Laborer	30	\$ 25.00	\$ 750.00	
Operator	30	\$ 45.00	\$ 1,350.00	
		Subtotal	\$ 2,100.00	
		Labor Burden	\$ 420.00	20%
		Total	\$ 2,520.00	

Subtotal of All Cost Incurred \$ 10,553.74
Allowable Mark-up \$ 1,583.06 15%
Subtotal w/ Mark-up \$ 12,136.80

TOTAL COST for PCO \$ 12,136.80

Potomac Valley Industrial Supply

61 National Hwy
Lavale, MD 21502

Voice: (301)724-2000

Fax: (301)724-6416

QUOTATION

Quote Number: SKATEPARK

Quote Date: Jun 12, 2025

Page: 1

Quoted To:

FIRST FRUITS EXCAVATING
407 PLUM RUN ROAD
RIDGELEY, WV 26753

Customer ID	Good Thru	Payment Terms	Sales Rep
853	7/12/25	Net 30 Days	CMS

Quantity	Item	Description	Unit Price	Amount
3.00	PCUL4X100	CULVERT 4 X 100 PIPE	89.00	267.00
7.00	PCUL4X100P	CULVERT 4 X 100 PERF PIPE	89.00	623.00
1.00	FC11	N04 NON.WOVEN GEOTEXTILE 15 X 360 S.H.A.CLASS E	530.00	530.00
Subtotal				1,420.00
Sales Tax				85.20
TOTAL				1,505.20

Rental Rate Blue Book®

June 12, 2025

Caterpillar 308 CR
Crawler Mounted Hydraulic Excavators



Size Class:
6.5 - 8.4 mt
Weight:
N/A

Configuration for 308 CR

Horsepower	69.5 hp	Operating Weight	17730.0 lbs
Power Mode	Diesel		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$7,050.00	USD \$1,975.00	USD \$495.00	USD \$74.00	USD \$19.07	USD \$59.13
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2025 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
Total:	USD \$7,050.00	USD \$1,975.00	USD \$495.00	USD \$74.00	USD \$19.07	USD \$59.13

Non-Active Use Rates

	Hourly
Standby Rate	USD \$23.17
Idling Rate	USD \$44.94

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	31.33%	USD \$2,208.90/mo
Overhaul (ownership)	42.15%	USD \$2,971.45/mo
CFC (ownership)	16%	USD \$1,127.75/mo
Indirect (ownership)	10.52%	USD \$741.90/mo
Fuel (operating) @ USD 3.70	25.59%	USD \$4.88/hr

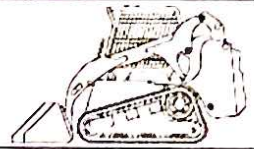
Revised Date: 2nd quarter 2025

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (bob@firstfruits-wv.com)

Rental Rate Blue Book*

June 12, 2025

Caterpillar 299D3
Compact Track Loaders

Size Class:
2851 - 3200 lbs
Weight:
N/A

Configuration for 299D3

Horsepower	95 hp	Operating Capacity (35% Of Tip Load)	3200 lbs
Operator Protection	ROPS/FOPS	Power Mode	Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$10,260.00	USD \$2,875.00	USD \$720.00	USD \$110.00	USD \$36.45	USD \$94.75
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2025 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
Total:	USD \$10,260.00	USD \$2,875.00	USD \$720.00	USD \$110.00	USD \$36.45	USD \$94.75

Non-Active Use Rates

Standby Rate	Hourly	USD \$25.15
Idling Rate		USD \$71.30

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	20.43%	USD \$2,096.58/mo
Overhaul (ownership)	56.86%	USD \$5,833.93/mo
CFC (ownership)	9.81%	USD \$1,006.37/mo
Indirect (ownership)	12.9%	USD \$1,323.13/mo
Fuel (operating) @ USD 3.70	35.67%	USD \$13.00/hr

Revised Date: 2nd quarter 2025

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book. Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (bob@firstfruits-wv.com)

File Attachments for Item:

. Order 27,756 - accepting the proposal from Micro-Tech Designs for the WRF & WFP Integration Services Project (2025-11-WRF) to enter into a three year agreement to perform SCADA Improvement as needed for emergencies for maintenance in the cost not to exceed \$360,000, with the cost being broken down over the course of three years

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

ORDER NO. 27,756

DATE: July 1, 2025

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

THAT, the proposal from Micro-Tech Designs, 4312 Black Rock Road, Hampstead, MD 21074, for the WRF & WFP Integration Services Project (2025-11-WRF) to enter into a three year agreement to perform SCADA Improvement as needed for emergencies for maintenance in the cost not to exceed Three Hundred Sixty Thousand Dollars and No Cents (\$360,000) be and is hereby accepted; and

BE IT FURTHER ORDERED THAT, the cost breakdown will be One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00) over the course of three years for the WFP and Two Hundred Ten Thousand Dollars and No Cents (\$210,000.00) over the course of three years for the WRF.

Raymond M. Morriss, Mayor

Budget: 002.299DD.65000 & 003.399DD.65000

Council Agenda Summary

Meeting Date: 7/1/2025

Key Staff Contact: Robert Smith, P.E.

Item Title:

WRF & WFP Integration Services Agreement

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

The City of Cumberland's Water Filtration Plant (WFP) & Water Reclamation Facility (WRF) need to utilize the services of Micro-Tech Designs in order to perform SCADA Improvement as needed for emergencies or maintenance. In order to utilize this service, the WRF & WFP departments need to enter into a 3-year agreement as outlined in the RFP. The estimated cost breakdown will be \$150,000.00 over the course of 3 years for the WFP and \$210,000.00 for the WRF. The total cost will be estimated at \$360,000.00.

Amount of Award: \$210,000.00 (FY23), \$70,000.00 (FY24), \$70,000.00 (FY25)

Budget number: 002.299DD.65000 & 003.399DD.65000

Grant, bond, etc. reference: City Funds

PROJECT INFORMATION	
Project Title:	WRF & WFP Integration Services
City Project:	2025-11-WRF
Contract Length:	952 Calendar Days

Certified Bid Tabulation

PROPOSER
Micro-Tech Designs
4312 Black Rock Road Hampstead, MD 21074

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

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



Robert Smith, PE

Director of Engineering & Utilities

File Attachments for Item:

. Order 27,757 - accepting the proposal from Belt Paving, Inc. to provide pavement repairs to a portion of Naves Crossroads due to water line repair work in the amount not to exceed \$105,220

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

ORDER NO. 27,757

DATE: July 1, 2025

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

THAT, the proposal from Belt Paving, Inc., 11521 Milnor Avenue, Cumberland, MD 21502, to provide pavement repairs to a portion of Naves Crossroads due to water line repair work be and is hereby accepted in the amount not to exceed One Hundred Five Thousand, Two Hundred Twenty Dollars and No Cents (\$105,220.00).

Raymond M. Morriss, Mayor

Budget:
002.299L.63000

Council Agenda Summary

Meeting Date: 7/1/2025

Key Staff Contact: Robert Smith

Item Title:

Award Naves Crossroads Paving Improvements, City Project # 2025-13-PVG

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

Award Naves Crossroads Paving Improvements Contract to low responsive bidder, Belt Paving, Inc., in the lump sum cost of \$105,220.00.

This project includes pavement repairs to a portion of Naves Crossroads due to water line repair work that was needed to be performed. Repairs include some full-depth asphalt repair, as well as some milling and overlaying. This project also includes asphalt shoulder repair.

This project was advertised for bid on 6/4/25. Bids closed on 6/25/25, with one qualified bids being received. The low bidder was Belt Paving, Inc., with an acceptable bid of \$105,220.00.

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

Amount of Award: \$105,220.00

Budget number: 002.299L.63000

Grant, bond, etc. reference: City Funds

PROJECT INFORMATION	
Project Title:	Naves Crossroads Paving Improvements
City Project:	2025-13-PVG
Contract Length:	45 Calendar Days
BID OPENING	
Date & Time:	6/25/2025 2:00 PM EDT
Location:	Virtual - Beacon Bid Solicitation Website

CERTIFIED BID TABULATION
BIDDER
Belt Paving, Inc.
11521 Milnor Ave Cumberland, MD 21502

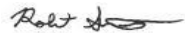
BID ITEMS				Belt Paving, Inc.	
ITEM NO.	DESCRIPTION OF BID	UNITS	QTY.	UNIT PRICE	AMOUNT
1001	Mobilization	LS	1	\$ 5,000.00	\$ 5,000.00
1002	Maintenance Of Traffic	LS	1	\$ 16,000.00	\$ 16,000.00
1003	Construction Stakeout	LS	1	\$ 1,250.00	\$ 1,250.00
5001	Milling Asphalt Pavement, 0 Inch To 2.0 Inch	SY	725	\$ 8.30	\$ 6,017.50
5002	Superpave Asphalt Mix 19.0mm For Full Depth Patch, Pg 645-22, Level 2 (12" Depth)	TON	190	\$ 262.50	\$ 49,875.00
5003	Removal of Unsuitable Material and Refill	CY	10	\$ 250.00	\$ 2,500.00
5004	Superpave Asphalt Mix 12.5mm For Surface, PG 645-22, Level 2 (2.0" Depth)	TON	85	\$ 151.00	\$ 12,835.00
5005	HMA Superpave 9.5mm For Wedge and Level, PG 645-22, Level 2 (0.5" Nominal Depth)	TON	20	\$ 193.00	\$ 3,860.00
5006	5-Inch White Pavement Marking Paint Lines	LF	300	\$ 0.85	\$ 255.00
5007	5-Inch Yellow Pavement Marking Paint Lines	LF	150	\$ 0.85	\$ 127.50
5008	Asphalt Shoulder Repair	TON	25	\$ 300.00	\$ 7,500.00

Belt Paving, Inc.	
Bid	✓
AoQtB	✓
LPC	County
ARVF	✓

TOTAL BID:

\$ 105,220.00

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



Robert Smith, P.E.

Director of Engineering & Utilities

File Attachments for Item:

. Order 27,758 - declaring real property at 10 E. Fourth Street and 491-493 Baltimore Avenue to be surplus property to be offered for sale

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

ORDER NO. 27,758

DATE: July 1, 2025

WHEREAS, the Mayor and City Council of Cumberland is the record owner of certain parcels of property identified herein; and

WHEREAS, the Mayor and City Council have determined that these properties are no longer needed for any public use and will be offered for sale to the general public;

IT IS, THEREFORE, ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, THAT:

1. The following properties are hereby declared to be surplus in accordance with the provisions of Section 1 of the Charter of the City of Cumberland:

- | | |
|-----------------------------|----------------------|
| 1. 10 E. Fourth Street | Tax ID No. 04-015746 |
| 2. 491-493 Baltimore Avenue | Tax ID No. 35-002006 |

2. After the passage of twenty (20) days from the date of this Order, the Mayor and City Council may pass an Ordinance authorizing the execution of a deed effecting the conveyance of any or all of the properties to a purchaser, and the City may proceed with the transfer of any or all of the properties in accordance with the terms of said Ordinance.

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,759 - lifting the provisions of Section 11-113 of the City Code to allow open containers of alcohol within a defined area of the downtown for the "Friday After Five" Event on August 22, 2025 from 5:00 PM to 12:00 AM on August 23; notwithstanding, that open glass containers shall not be permitted

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

ORDER NO. 27,759

DATE: July 1, 2025

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

THAT, the provisions of Section 11-113 of the City Code, entitled "Open Containers of Alcohol," be and are hereby lifted for the "Friday After Five" event to be held August 22, 2025 from 5:00 PM until 12:00 AM on August 23 within the confines of the following area:

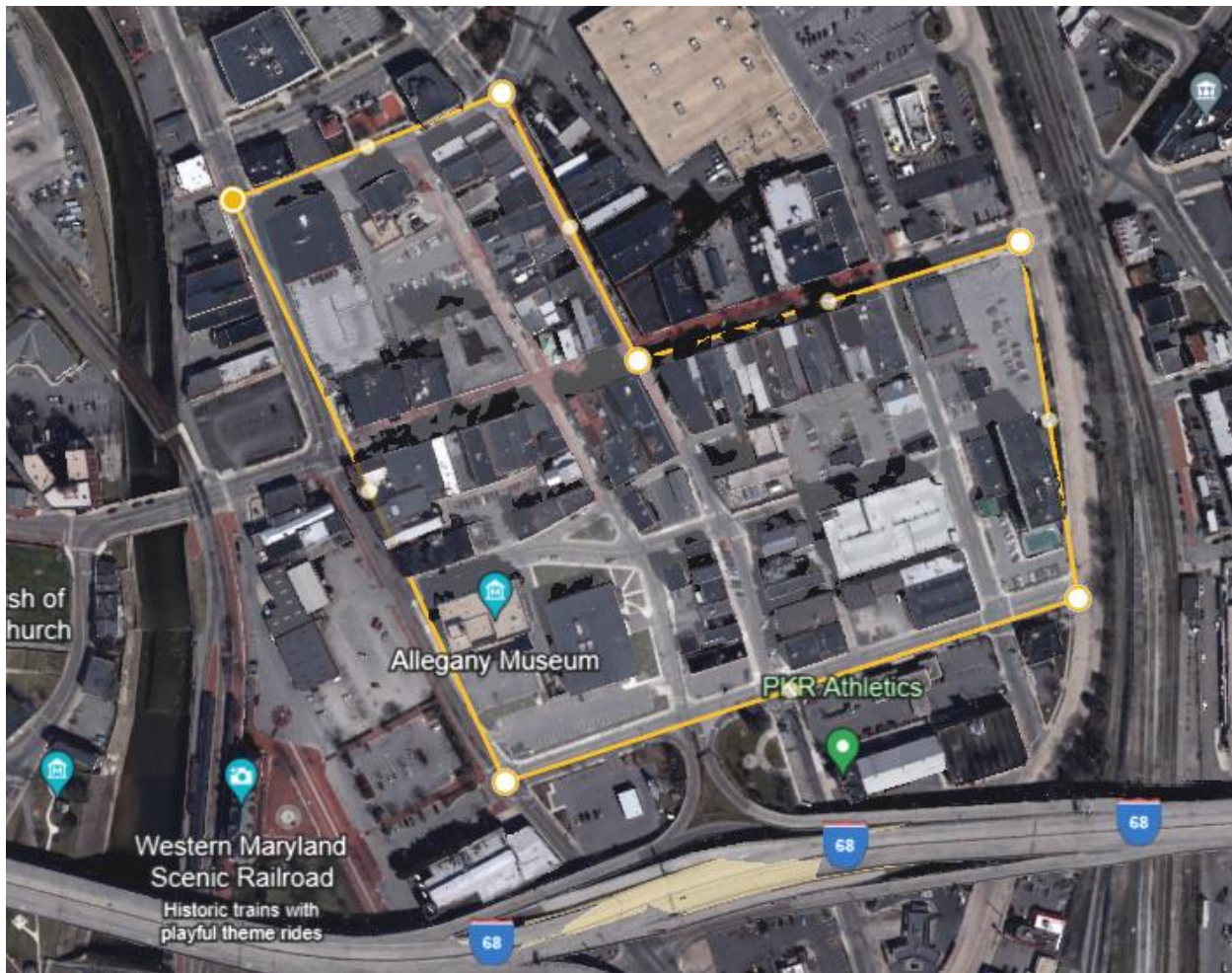
- S. Mechanic at Frederick Street south to W. Harrison Street;
- W. Harrison Street east to Queen City Drive;
- Queen City Drive north to Baltimore Street;
- Baltimore Street west to N. Centre Street;
- N. Centre Street north to Frederick Street;
- Frederick St. west to S. Mechanic Street;
- Centre Street from Frederick Street to W. Harrison Street;
- Liberty Street from Frederick Street to W. Harrison Street.

BE IT FURTHER ORDERED, that, notwithstanding the foregoing, open glass containers shall not be permitted in the area defined above and Section 11-113 (a) of the City Code shall remain in force and effect as to glass open containers of alcoholic beverages in that area.

Raymond M. Morriss, Mayor

***Map attached**

OPEN CONTAINER AREA



File Attachments for Item:

. Order 27,760 - rescinding Order 27,629 dated July 5, 2023 and adopting a revised Handbook for Full-Time Non-Union Employees to replace the previous handbook adopted on July 5, 2023

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

ORDER NO. 27,760

DATE: July 1, 2025

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

THAT, Order No. 27,269, dated July 5, 2023, adopting a revised “Handbook for Full-Time Non-Union Employees” be and is hereby rescinded; and

BE IT FURTHER ORDERED, that the attached “Handbook for Full-Time Non-Union Employees” be and is hereby adopted effective this date.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: July 1, 2025

Key Staff Contact: Ken Tressler

Item Title:

Changes to employee handbook (primarily employee sick and vacation schedules).

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

City staff is recommending changes to the employee sick and vacation schedules as follows:

	Vacation Days Available		Sick Leave Monthly Accrual	
	Suggested	Current	Suggested	Current
Year of Hire	1/2 to 6 Days (1)	0	4 Hours	12 Hours
Year One	10 Days	1-10 Days (1)	8 Hours	12 Hours
Year Two	10 Days	10 Days	12 Hours	12 Hours
Year Three & Four	15 Days	15 Days	12 Hours	12 Hours
Years Five to Nine	20 Days	20 Days	12 Hours	12 Hours
Year Ten and After	25 Days	25 Days	12 Hours	12 Hours

(1) Depends on Month Hired

The suggested changes are intended to enhance our recruitment abilities and reduce sick leave being utilized as vacation in the first couple of years of hire.

We are also suggesting that a medical excuse will be required for employees taking sick leave for more than three consecutive work days vs. the existing policy of two days.

We are removing the insurance “high-option” plan as it is no longer offered.

CITY OF CUMBERLAND



Handbook *for* Full-Time Non-Union Employees

July, 2023³⁵ Update

VACATION

Beginning with the first day of probationary employment, full-time non-union employees shall be entitled to receive vacation days with pay, in accordance with the following provisions. The number of days of vacation an employee is entitled to receive in any current fiscal year shall be based upon the prior fiscal year(s)' work. Reference to vacation days shall mean vacation taken during working days.

I. Full-time Non-Union Employees Hired Prior to July 1, 1996

Full time non-union employees hired prior to July 1, 1996 are entitled to receive thirty (30) days' vacation, with pay.

II. Full-time Non-Union Employees Hired July 1, 1996 and After

Retroactive to the first day of probationary employment, full-time non-union employees hired July 1, 1996 and after, shall earn and ultimately be entitled to receive twenty-five (25) working days' vacation, with pay, based on the following schedule:

- a) Year of hire – Employees will be allocated up to 6 vacation days in the fiscal year they are hired. The amount of vacation they receive will be prorated depending on the month they are hired. For example: an employee hired in July will receive 6 days of vacation (48 hours), an employee hired in January will receive 3 days of vacation (24 hours).
- b) Year One – year one refers to the first full fiscal year (July 1 – June 30) completed by the employee. Employees will receive 10 vacation days at the start of the first fiscal year (July 1) after they are hired.
- c) To be eligible to receive Year Two vacation days the employee has to have worked through June 30th of Year One. After June 30th of Year One any accrued balance will be paid out if employment is terminated.
- d) See the table below for vacation available for use.

Schedule of Vacation Days Available

Year of Hire (1)	1/2 to 6 Days
Year One	10 Days
Year Two & Three	10 Days
Year Four & Five	15 Days
Years Six to Ten	20 Days
Year Eleven and After	25 Days

(1) Depends on month hired

- ~~a) Vacation is earned in one fiscal year to be used the following fiscal year.~~
- ~~b) Employees earn vacation at the rate of ten (10) days per year in their first "partial" year. The vacation will be prorated according to the number of months worked divided by 12 and rounded up to whole days. For example: An employee is hired in November and worked through June. They will earn $8/12 \times 10$ or 7 days of vacation.~~
- ~~c) Employees will continue to earn vacation at a rate of ten (10) days per year until they have completed two full fiscal years. To be considered a "full fiscal year" employees have to have been employed on the last day of the previous fiscal year.~~
- ~~d) After completion of two (2) full fiscal years the employee will earn vacation based on the following schedule:~~

Entry through Second full fiscal year	10 Days
Third through fourth fiscal year	15 Days
Fifth through ninth fiscal year	20 Days
Tenth fiscal year and above	25 Days

Each department shall adopt a system for scheduling vacation privileges and during each fiscal year shall grant a preference for the major portion of said vacation to those employees with seniority in service. Such system shall be a matter of record, available for review by the Human Resources Officer or other person(s) designated by the Mayor and City Council.

Full-time non-union employees are entitled to roll up to one-week (forty (40) hours) of unused vacation to the following fiscal year.

Field Code Changed

Employees shall receive payment for their unused vacation for the current fiscal year and the prorated portion of the vacation due for the next fiscal year upon separation from employment except in the case of termination for cause. For employees who become separated from their employment with the City due to death, their vacation benefit payment shall be paid to the persons designated as their beneficiaries under the terms of the life and accident insurance the City maintains on their behalf, as provided for hereinafter.

SICK LEAVE

Statement of Principles: The following principles apply regarding sick leave use.

- a) Sick leave is not intended to be a form of vacation. It is only to be used when the employee is ill and, because of that illness, should not be at work.
- b) Curbing sick leave abuse is a valid City interest. The employees share this interest because such abuse threatens a valuable benefit and imposes unfair work burdens on those who do not abuse the benefit.
- c) Efforts to identify and halt sick leave abuse should, if possible, focus on an individual's sick leave usage/abuse rather than penalizing all employees for individuals' sick leave abuse.
- d) An individual who abuses sick leave is properly subject to progressive discipline.
- e) Sick leave abuse is best determined by patterns of absence due to alleged illness or injury. The most common patterns are listed below, though other patterns are possible.
 - Frequent one (1) or two (2) day absences, as opposed to absences which exceed two (2) consecutive workdays.
 - Consistently high utilization of sick leave from year to year.
 - Use of sick days clustered around scheduled time off (holidays, weekends, etc.).
 - Use of sick days clustered around certain kinds of work.
 - Use of sick leave when that use can be related to certain features of an employee's schedule.

All full-time non-union employees shall be entitled to sick leave benefits as follows:

- a) The City Safe and Sick Leave Policy governs the first 40 hour of sick leave utilized each fiscal year. See safe and sick policy for details.

- b) Employees will earn sick leave on a monthly basis according to the following schedule.

Time	Monthly	Maximum Annual
Year of Hire	4 hours (1/2 Day)	6 Days
Year One & Two	8 hours (1 Day)	12 Days
Year Three and After	12 hours (1-1/4 days)	15 Days

Year One refers to the 1st fiscal year after the year of hire

- ~~b)c) Beginning with the first day of probationary employment, employees shall earn one and one quarter (1 1/4) days of sick leave for each month of employment or portion thereof. Such s~~
Sick leave may be taken for personal illness only, unless otherwise specifically authorized through directives of the Mayor and City Council and subject to the Safe and Sick Policy.

- ~~e)d)~~ Sick leave shall be credited to the account of the employee at the beginning of each month.

- ~~e)e)~~ Each department must regularly review sick leave balances in the City's payroll system to verify accuracy.

- ~~e)f)~~ At the time of retirement from City employment, a full-time non-union employee shall be eligible to receive payment for unused sick leave in an amount not to exceed eighty (80) days. Notwithstanding the foregoing, employees participating in the LEOPS Pension Plan shall be ineligible to receive payment at retirement for unused sick leave.

Field Code Changed

~~f)g)~~ For the purpose of paragraphs 5 and 6 above, “time of retirement” is defined as being the time at which the employee has been approved for receipt of benefits through the State of Maryland Retirement System and has submitted their retirement paperwork

Full-time non-union employees shall be required to present a doctor’s certificate if absent for more than ~~two (2)~~Three (3) consecutive work days. If it appears that an employee is abusing sick leave, a doctor’s certificate may be required for one (1) day~~’s~~ absence. Should an employee be off five (5) times or more during any fiscal year, a doctor’s certificate stating the nature of illness will be required for the sixth absence and each absence thereafter. Misuse of sick leave shall constitute grounds for dismissal. In order to receive paid sick leave, employees must notify their department heads or other designated “persons-in-charge” within fifteen (15) minutes after the time set for the commencement of their work duties.

File Attachments for Item:

. Order 27,761 - authorizing a change to the sole source proposal from Amazon Web Services to provide server hosting and support services for FY25 with an increase of \$7,000 bringing the new not to exceed amount to \$44,000

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

ORDER NO. 27,761

DATE: July 1, 2025

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

THAT, a change to the sole source proposal from Amazon Web Services, Inc., P.O. Box 84023, Seattle, WA 98124-8423, to provide server hosting and support services for FY25 be and is hereby accepted with an increase of Seven Thousand Dollars and No Cents (\$7,000.00) bringing the new not to exceed amount to Forty Four Thousand Dollars and No Cents (\$44,000.00).

Raymond M. Morriss, Mayor

Budget: 001.033.48201

Council Agenda Summary

Meeting Date:

Key Staff Contact: Johnna Byers, Director IT

Item Title:

Change Order: FY 2025 Amazon Web Services

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

This fiscal year IT requested an order for costs not to exceed \$37,000 to Amazon Web Services, for cloud based computing services. We have been using AWS for some of our virtual servers, including the Logos Finance/HR servers, two file storage servers, and other services since early 2019. Using AWS we can replicate data in different Amazon Availability Zones to achieve a highly reliable cloud infrastructure, optimize availability, and provide backup and disaster recovery services.

We received our May invoice and the total throws us over the \$37,000 total approved in the MCC order for this year, and we still expect a June invoice. We request a change order to the “not to exceed” cost to \$44,000 for this fiscal year. We are adding \$7,000 due to cost increases from Amazon which range from 12 to 41 percent depending on the type of service. Amazon did not indicate the prices were being increased so significantly.

It is budgeted in 003.330 48201

File Attachments for Item:

. Order 27,762 - approving the sole source purchase and installation of a lighting control panel for the Gene Mason Sports Complex from Musco Lighting in the amount not to exceed \$26,785 and increasing the FY26 general fund Parks and Recreation equipment budget line in the same amount for this unanticipated expenditure

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

ORDER NO. 27,762

DATE: July 1, 2025

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

THAT, the sole source purchase from Musco Sports Lighting, LLC, PO BOX 808, Oskaloosa, IA 52577, for the purchase and installation of the lighting control panel at Gene Mason Sports Complex, be and is hereby approved in the not to exceed amount of Twenty Six Thousand Seven Hundred Eighty Five Dollars and No Cents (\$26,785.00); and

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

BE IT FURTHER ORDERED THAT, an increase to the FY26 general fund Parks and Recreation equipment budget line in the amount of Twenty Six Thousand Seven Hundred Eighty Five Dollars and No Cents (\$26,785.00) be and is hereby approved.

Raymond M. Morriss, Mayor

Budget:
001.078.64000

Council Agenda Summary

Meeting Date: July 1

Key Staff Contact: Ryan Mackey

Item Title: Sole Source request - Replacement Lighting Control Panel for the Gene Mason Sports Complex - \$26,785

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

This is a sole source request to accept a proposal to replace the flood-damaged lighting control panel at The Gene Mason Sports Complex with a new unit provided by **Musco Lighting**, the original supplier of the site's lighting infrastructure. During the recent flooding event, the existing control panel sustained significant damage and is no longer operational. After evaluating the situation, it has been determined that the control panel requires full replacement to restore functionality to the site's lighting system.

I recommend replacing the damaged unit with a **Musco Lighting control panel**, which ensures full compatibility with the rest of the system—currently comprised entirely of Musco equipment. This will help maintain system integrity, reduce future maintenance complexity, and ensure consistent performance.

This purchase has a variety of potential funding sources including: insurance proceeds, FEMA flood reimbursement, Bowers trust or operating funds.

Quoted price of new panel: \$26,785.00 We are also requesting approval to increase the FY 26 general fund parks equipment budget line item for the unforeseen and unbudgeted purchase (001.078 64000)

Amount of Award: TBD

Budget number: 001.078 64000

Grant, bond, etc. reference: TBD

Control-Link® Control System Quote

Date: May 28, 2025

Project: Gene Mason Sports Complex Control Contactor Cabinet

Expiration Date: July 28, 2025

Cumberland, MD

To: Ryan Mackey, City of Cumberland

Musco Project Number: 101379 / 105050 / 231961

Quotation Price – Materials Delivered to Job Site and Installation

➤ Control Contactor Cabinet Equipment with Installation.....\$ 26,785

Musco proposes the following:

Equipment

- (1) Remote Equipment Controller (inside the Control Contactor cabinet)
- (4) Off/On Auto Switches (in the Cabinet door)
 - Zone 1: Flynn Baseball Field
 - Zone 2: Northcraft Baseball Field
 - Zone 3: Spare 1
 - Zone 4: Spare 2
- (1) Control Contactor Cabinet with (12) 30-amp contactors
- 10-Year Parts and Labor Warranty on all equipment
- All freight costs

Equipment Installation

- Disconnect electrical and remove existing Musco Control Cabinets
- Turnkey installation of all Musco components on existing wooden mounting rack
- Activation and testing of the system to ensure controls are fully functional and operational

10 Years Control-Link Central™ remote facility management services (CLC)

- 24/7 toll free access to CLC Customer Call Center Operators
- Access to Musco CLC Scheduling Website
- REC operations and Website Training for your scheduling staff

Notes

- ❖ Please add applicable sales tax or provide Tax Exemption Certificate.
- ❖ Musco Controls will be designed for 480v 3-phase electrical.
- ❖ Pricing includes materials and installation.
- ❖ Pricing and lead times are effective for 60 days only.
- ❖ Sales tax, bonding, and unloading of equipment are not included unless otherwise specified.
- ❖ Prices are subject to change if the order is not released within 30 days from the date of the purchase.
- ❖ Price assumes existing electrical service and breaker panel are in good operational condition. Additional charges will apply if electrical service and/or breaker panels require repair.

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco. Freight Charges have been included in the above prices. Sales tax is NOT included as part of this quote.

Delivery Timing

6 - 8 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details.

Licenses and Permits

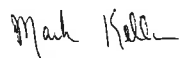
MUSCO, a non-union organization, requires the customer to arrange and secure all licenses, permits and/or applicable labor contracts with local authorities. MUSCO shall not be held responsible for local union labor and any permits, if required.

Nonliability

Before Musco enters the Property to set up its equipment under this Agreement, Customer must notify Musco of any landscaping or surface areas that are to be avoided by Musco in setting up its equipment. Absent Musco's negligence or willful misconduct, Musco is not, at any time or to any extent, liable, responsible or in any way accountable for any loss, injury, death or damage to persons or property, from any cause that at any time may be suffered or sustained by Customer, or by any person on or about the Property arising out of the entry or activities on the Property by Musco, or any person or persons permitted on the Property by Musco.

Please feel free to call me to discuss any questions or concerns that you may have.

Sincerely,



Mark Keller
Lighting Services Developmental Representative
Musco Sports Lighting, LLC
800-825-6020 office / 888-397-8736 fax
mark.keller@musco.com



Fwd: Musco Lighting Control Panel

1 message

Ken Tressler <ken.tressler@cumberlandmd.gov>
To: Allison Layton <allison.layton@cumberlandmd.gov>

Fri, Jun 27, 2025 at 10:39 AM

FYI

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

From: **Jeff Silka** <jeff.silka@cumberlandmd.gov>
Date: Mon, Jun 16, 2025 at 11:29 AM
Subject: Re: Musco Lighting Control Panel
To: Ken Tressler <ken.tressler@cumberlandmd.gov>

Ken,
I am fine with this.

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

On Mon, Jun 16, 2025 at 11:21 AM Ken Tressler <ken.tressler@cumberlandmd.gov> wrote:

Hello Jeff,

The flood destroyed the control panel. We need to replace it with the same manufacturer - which is why we're requesting a sole source purchase. The equipment will be covered by insurance (subject to a deductible) and/or possibly a FEMA grant. The expenditure also would qualify for Bower's Trust if needed.

Www will prepare the sole source agenda summary for the July 1st meeting.

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

From: **Ken Tressler** <ken.tressler@cumberlandmd.gov>
Date: Mon, Jun 16, 2025 at 9:32 AM
Subject: Re: Musco Lighting Control Panel
To: Ryan Mackey <ryan.mackey@cumberlandmd.gov>

Hello Ryan,

This will take a M&CC approval due to the amount involved. We can get it on the July 1st meeting agenda if Jeff approves.

On Mon, Jun 16, 2025 at 9:08 AM Ryan Mackey <ryan.mackey@cumberlandmd.gov> wrote:

Sir,

I need to get this taken care of. Could you approve this sole source for me to send to Jeff?

Sir,

During the recent flooding, our MUSCO control panel sustained irreparable damage, as confirmed by both our Central Services team and a MUSCO technician. In order to restore full functionality to our stadium lighting system, I am requesting sole source approval for the purchase of a replacement MUSCO control panel.

Please find the invoice for the new panel attached. We intend to use Bowers funding for the initial payment, with the expectation that the cost will be reimbursed through our insurance.

Thank you for your consideration.

Ryan Mackey

Parks and Recreation

City of Cumberland

Office: 301-759-6636

Cell: 240-580-6662

[57 N. Liberty Street](#)

[Cumberland, MD 21502](#)

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Ken Tressler, CPA

Director of Administrative Services

[57 N. Liberty Street](#)

[Cumberland, MD 21502](#)

[Office \(301\) 759-6406](#)

[Cell \(304\) 813-6470](#)

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[57 N. Liberty Street](#)

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[Cell \(304\) 813-6470](#)

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Ken Tressler, CPA

Director of Administrative Services

[57 N. Liberty Street](#)

[Cumberland, MD 21502](#)

[Office \(301\) 759-6406](#)

[Cell \(304\) 813-6470](#)

File Attachments for Item:

. Order 27,763 - approving the purchase and installation of 900 linear feet of fencing at Gene Mason Sports Complex from Upright Fencing in the not to exceed amount of \$31,331

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

ORDER NO. 27,763

DATE: July 1, 2025

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

THAT, the proposal from Upright Fence, PO BOX 1070, Corriganville, MD 21524, for the purchase and installation of 900 linear feet of chain link fencing at Gene Mason Sports Complex, be and is hereby approved in the not to exceed amount of Thirty One Thousand Three Hundred Thirty One Dollars and No Cents (31,331.00).

Raymond M. Morriss, Mayor

Budget:
001.078.64000

Council Agenda Summary

Meeting Date: July 1, 2025

Key Staff Contact: Ryan Mackey

Item Title: Fencing Quotes for the Gene Mason Sports Complex

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

In order to progress with the damages at the gene Mason Sports Complex, quotes were requested to replace approximately 900 linear feet of fencing. Out of three requests

- One vendor did not submit

- Another vendor was not able to complete the project in the time frame needed.

*-The third, Upright Fencing, quoted us for **\$31,331.00**. They will also start in a timely manner.*

The Department of Parks and Recreation is suggesting to Mayor and City Council the allow us to continue with Upright Fence's quote to further repairs of the Gene Mason Sports Complex. Due to flooding damages this project will be covered by the City's insurance.

Amount of Award:

Budget number: 001.078 64000

Grant, bond, etc. reference:

ESTIMATE



Prepared For
City Of Cumberland
Cumberland, Md 21502

UPRIGHT FENCE

PO BOX 1070
CORRIGANVILLE, MD 21524
Phone: (301) 707-5874
Email: rickburley@verizon.net
Web: uprightfencemd.com

Estimate # 98
Date 05/21/2025
MHIC 106559
Business / Tax # PA 0599591
WV 24286665

Description

Approx 900 lineal ft 8 ft high 9 gauge galvanized chainlink fence replacement due to flood damage price is for new installation and removal and disposal of old

Subtotal	\$31,331.00
Total	\$31,331.00

All accepted residential estimates require 50% non refundable deposit before any material is orderd or work is scheduled in the event of non payment customer agrees to pay all reasonable attorney fees to recover payment upright fence assumes no responsibility for property lines or in no way guarantees thier accuracy private or secondary utilities such as gas , water , electric, and irragation will not be covered or repaired by upright fence all fence remains property of upright fence til Balance is paid in full commercial projects all layout done by said contractor any and all wood products carry no warranty warping cracks or other deficiencies once installed we hand pick lumber at the time of purchase note residential payments upon completion commercial projects net 30 !!!

By signing this document, the customer agrees to the services and conditions outlined in this document.

City Of Cumberland