



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

AGENDA

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

DATE: February 03, 2026

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

Presentations

1. Mayor Raymond Morriss to administer the Oath of Office to Patrol Officers Audrey Caple, Isaiah Frazier, Austin Groves, Ethan Hoppert, Brandon Lasure, Braeden Smith and Gentree Squires.

Director's Reports

(A) Fire

1. Fire Department Monthly Report for December 2025

Approval of Minutes

1. Approving the Closed Work Session, Open Work Session and Regular Session Minutes of January 20, 2026, and the Open Work Session Minutes of January 28, 2026

Public Hearings

1. A public hearing for the Community Development Block Grant (CDBG) 2026 Annual Action Plan

Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

New Business

(A) Orders (Consent Agenda)

- [1.](#) Order 27,947 - authorizing the execution of Change Order No. 2 with First Fruits Excavating for the installation of additional silt fence per MDE requirements, additional rock for backfill and a redesign of the swale due to existing underground electrical that was not identified prior to construction at the Cumberland Skate Park (City Project 06-13-RE) in the amount not to exceed \$6,715.54, bringing the total project cost not to exceed \$805,852.34
- [2.](#) Order 27,948 - authorizing the execution of a Supplemental Parking Lease Agreement (SLA No. 1) with the State of Maryland (for use by DLLR and SDAT) for the use of 12 additional spaces in the George Street Parking Garage, bringing the total number of leased spaces to 59, at a cost of \$60/space per month for a term commencing May 1, 2026 and ending April 30, 2028
- [3.](#) Order 27,949 - authorizing Special Taxing District residential exemptions for 33 N. Centre Street for the 25-26 Tax Year in the amount of \$672.55
- [4.](#) Order 27,950 - authorizing the execution of a three year bulk economic development parking lease for the Wills Hotel LLC, for 25 spaces and 25 reserved space signs of the Frederick Street Garage, at a rate of \$25 per space per month and a \$25 one time fee for each sign, commencing March 1, 2026
- [5.](#) Order 27,951 - accepting the bid from Excavating Associates, Inc., to provide upgrades to the parking lot and sidewalk in Grove 4 of the Constitution Park (City Project 2024-07-PRKG), contingent upon CDBG funding approval, in the amount not to exceed \$200,851
- [6.](#) Order 27,952 - authorizing an appointment to the Zoning Board of Appeals
- [7.](#) Order 27,953 - declaring certain Cumberland Fire Department vehicles to be surplus property and authorizing them for sale, trade in, scrap or disposal
- [8.](#) Order 27,954 - authorizing the execution of a Contract for Legal Services with Stag Liuzza, LLC, for the purpose of providing legal services related to the filing of a civil action and/or claims in the Aqueous Film-Forming Foams Litigation MDL No. 2783

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

1. Mayor Raymond Morriss to administer the Oath of Office to Patrol Officers Audrey Caple, Isaiah Frazier, Austin Groves, Ethan Hoppert, Brandon Lasure, Braeden Smith and Gentree Squires.

Council Agenda Summary

Meeting Date: February 3, 2026

Key Staff Contact: Chief James R. Pyles

Item Title: Oath of Office

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

Mayor Raymond Morriss to administer the Oath of Office to Patrol Officers Audrey Caple, Isaiah Frazier, Austin Groves, Ethan Hoppert, Brandon Lasure, Braeden Smith and Gentree Squires.

Amount of Award:

Budget number:

Grant, bond, etc. reference:

File Attachments for Item:

. Fire Department Monthly Report for December 2025

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

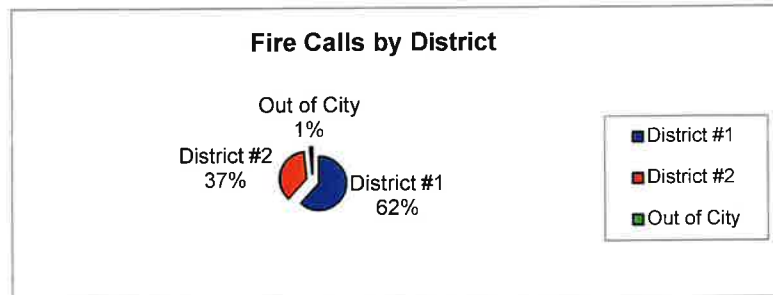
Cumberland Fire Department Responded to 214 in December 2025

Responses by District:

District #1	132
District #2	79
Out of City	3
	214

Additional Alarms: 1

Number of Alarms: 214



Calls Answered Below:

Property Use:

Public Assembly	4
Educational	2
Institutional	25
Residential	131
Stores and Offices	10
Storage	0
Manufacturing	2
Industrial/Utility	1
Special Properties	39
	214

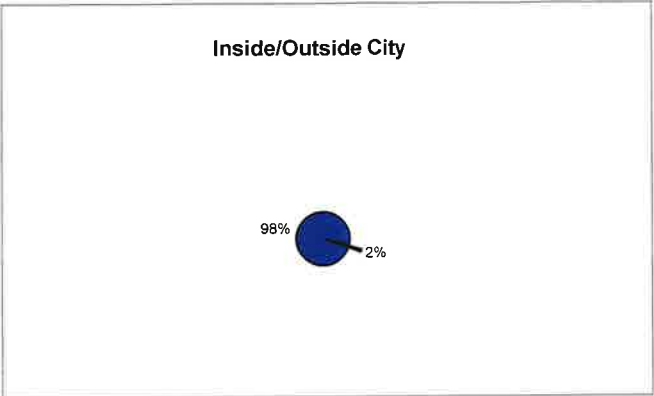
Type of Situation:

Fire or Explosion	7
Overpressure, Rupture	1
Rescue Calls	152
Hazardous Conditions	13
Service Calls	8
Severe Weather	0
Good Intent Calls	16
Other	0
False Calls	17
	214

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in December 2025:	\$800.00
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid FY to Date:	\$6,585.00
Total Fire Service Fees for Fire Calls Paid in December 2025:	\$1,350.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$2,075.00
All Fire Service Fees Paid in Fiscal Year 2026:	\$5,925.00
 Total Fire Service Fees for Inspections and Permits Billed in December 2025:	 \$1,050.00
Total Fire Service Fees for Inspections and Permits Paid in December 2025:	\$350.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$1,550.00

Cumberland Fire Department Responded to 554 Ambulance Calls in December 2025:

In City Calls	545
Out of City Calls	<u>9</u>
Total	554



Total Ambulance Fees Billed by Medical Claim-Aid in Decemeber 2025:	\$197,651.55
Ambulance Fees Billed in FY2025:	\$2,110,926.67
Ambulance Fees Billed FY2026 to Date:	\$1,038,295.40

Ambulance Fees Paid	
Ambulance Fees Paid in December 2025:	\$135,722.33
Ambulance Fees Paid in FY 2026:	\$530,910.50
(Includes all ambulance fees current and previous fiscal years)	

Cumberland Fire Department Responded to 3 Medic Assist Calls:

- 1 Medic Assist Calls in Allegany County
- 2 Medic Assist Calls outside of Allegany County
- 3

Hyndman, PA VFD	1
Fort Ashby, WV VFD	1
LaVale VFD	1
	3

Cumberland Fire Department Responded to 6 Mutual Aid Calls:

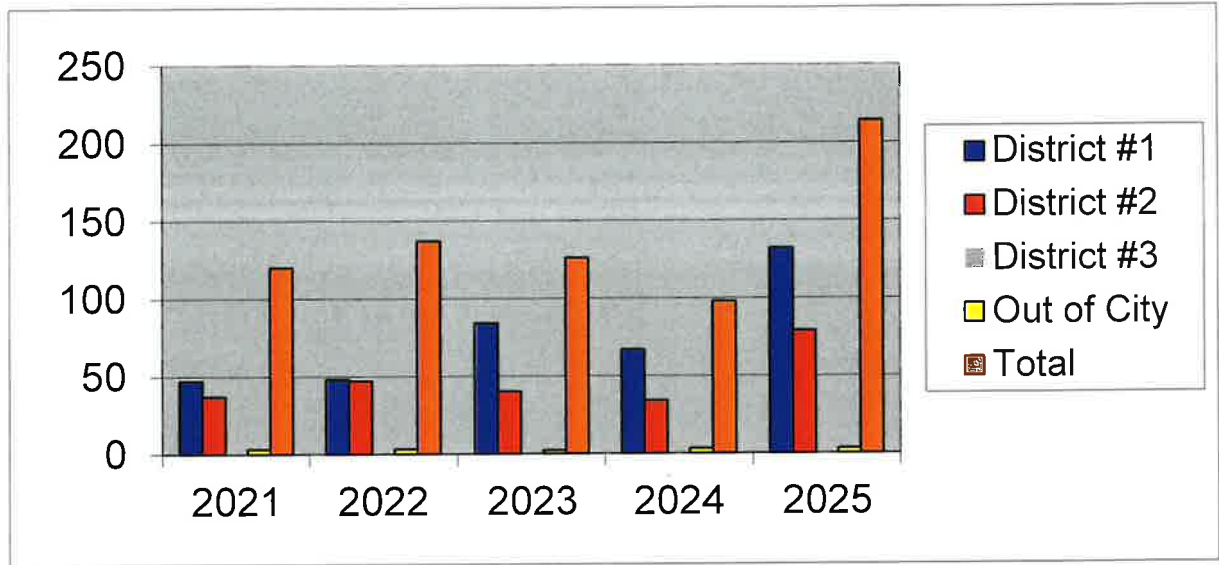
- 5 Mutual Aid calls within Allegany County
- 1 Mutual Aid calls outside of Allegany County
- 6

Allegany County DES	3
Cresaptown VFD	2
	5

Bedford County, PA VFD	<u>1</u>
	1

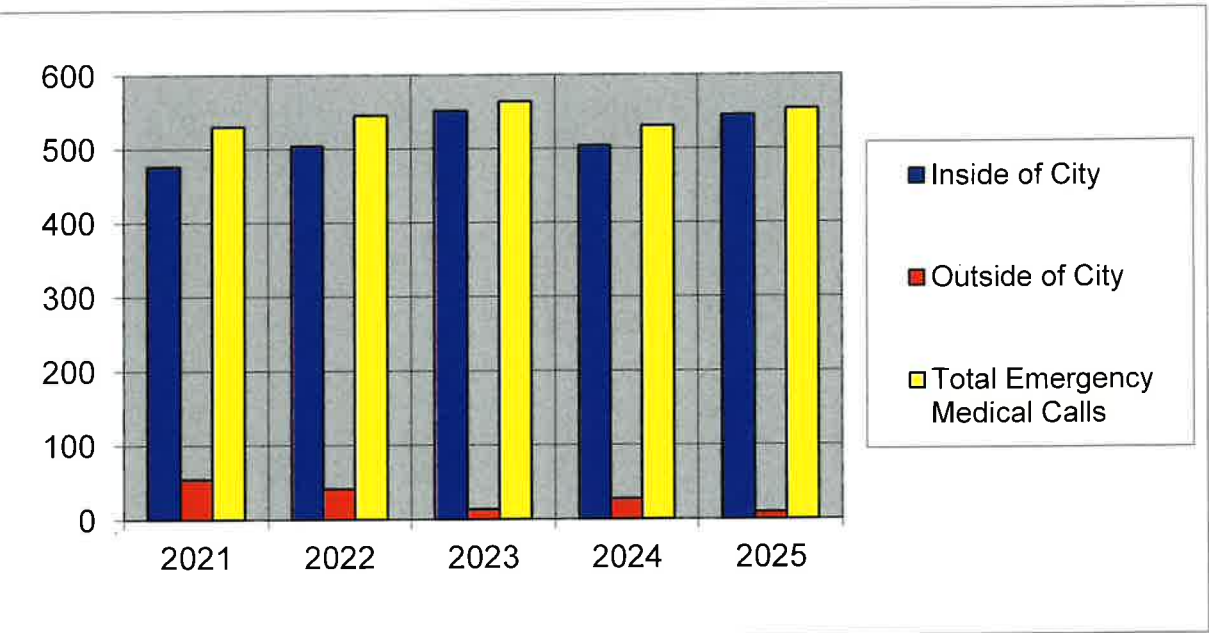
Fire Calls for the Month of December over a 5 Year Period

	2021	2022	2023	2024	2025
District #1	47	48	84	67	132
District #2	37	47	40	34	79
District #3	33	39	0	0	0
Out of City	3	3	2	3	3
Total	120	137	126	98	214



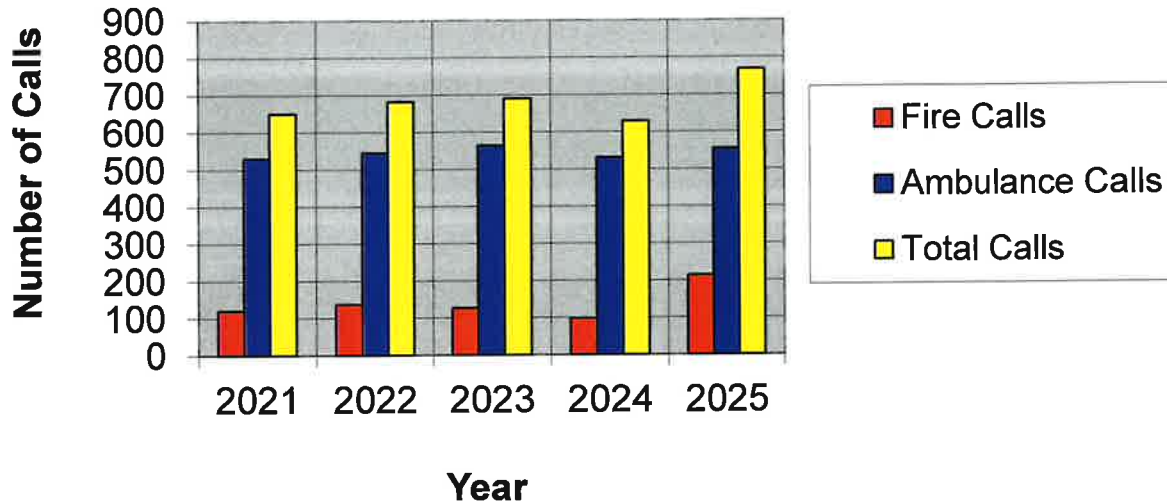
Ambulance Calls for the Month of December over a 5 Year Period

	2021	2022	2023	2024	2025
Inside of City	476	504	551	504	545
Outside of City	54	41	13	27	9
Total Emergency Medical Calls	530	545	564	531	554



Fire and Ambulance Calls for the Month of December over a 5 Year Period

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Fire Calls	120	137	126	98	214
Ambulance Calls	<u>530</u>	<u>545</u>	<u>564</u>	<u>531</u>	<u>554</u>
Total Calls	650	682	690	629	768



Training

Man Hours: 195.5
Course Hours: 67.95

SCBA FIT Test
SCBA FIT Testing
Crew Meeting
Vehicle Maintenance
Green Street After Action
Driver Training
CERT
Firefighter Rescue
Paramedic 2 year

Fire Prevention Bureau

Ancillary Duties	30
Complaints Received	1
Conferences Held	7
Correspondence	62
Inspections Performed	19
Investigations Conducted	1
Plan Reviews	4
Public Education	1
Burning Permits Issued	7

Personnel

FF/EMT Allison Kamauff and FF/EMT Isaac Cessna resigned.

Battion Chief Samuel Wilson retired on December 31, 2025.

EO/EMT-B Steven Hout retired on December 31, 2025.

EO/EMT-B Cecil "Ed" Kenner retired on December 31, 2025.

On December 29, 2025, Heather McDonald and William Spencer started their FF/EMT recruit training to become active members of the crew.

Statistic Compiled by Brandi Snyder, Fire Administrative Associate

File Attachments for Item:

1. Approving the Closed Work Session, Open Work Session and Regular Session Minutes of January 20, 2026, and the Open Work Session Minutes of January 28, 2026



Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, January 20, 2026; 4:15 p.m.

On January 20, 2026, the Mayor and City Council met in public session beginning at 4:15 p.m. in the 2nd floor Conference Room of City Hall for the purpose of immediately closing the meeting to discuss Board and Commission appointments and an employment issue update; and to receive legal advice from the City Solicitor relative to potential litigation regarding a contract with Teabow Residential LLC. Authority to close the session is provided by Sections 3-305(b)(1)(i) and (ii) and (b)(7) of the General Provisions Article of the Annotated Code of Maryland.

MOTION: Motion to enter into Closed Session was made by Council Member Frazier seconded by Council Member Lepley, and was passed on a vote of 4-0.

PRESENT: Council Members Richard Cioni, Jimmy Furstenberg, Eugene Frazier, and Brian Lepley

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



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, February 3, 2026; 5:00 pm

PRESENT: Mayor Raymond M. Morriss; Council Members: Richard J. “Rock” Cioni
Eugene Frazier, James Furstenberg (By Telephone), Brian Lepley.

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk;
Michael Cohen, City Solicitor; Chief James Pyles

Media: Hannah Fout from WCBC

Public: Frank Clark

I. UPDATE ON THE HOME SERVICE LINE WARRANTY PROGRAM

Mr. Silka referenced a previous conversation regarding the program that provides insurance for water and sewer line coverage. A revised agreement has been drafted for Council to review for approval.

II. DISCUSSION ON PARKING AT THE WILLS HOTEL

Mr. Silka advised that parking is ready to be secured and that 25 spaces are requested in the Frederick Street garage. A three-year lease is recommended for these spaces at a cost of \$25 per month. In addition to the spaces, a loading zone would be allocated on Liberty Street. The suggestion was made to designate an area of Liberty Street for loading only, with no parking.

III. DISCUSSION ON THE HISTORIC PRESERVATION BOUNDARY CHANGE

Mr. Silka advised that he received a letter from the owner of the old brewery requesting the boundary change. If approved, the Ordinance process can be put in place.

IV. DISCUSSION ABOUT UPDATING THE CITY SEAL ON CITY BUILDINGS

Mr. Silka advised that the cost to replace the current city logos on the Public Safety Building and City Hall is \$3,800 and will be added to the FY27 budget. Some examples of uplighting for the buildings were presented and agreed upon. Estimates will be presented at a later discussion and will be applied to next year's budget.

V. DISCUSSION ON THE EMPLOYEE RECOGNITION SURVEY RESULTS

Mr. Silka discussed and distributed the survey sent to employees for feedback. Of 260+ employees, 79 responded. A suggestion was made to consider a different approach to recognition, and Council agreed to revisit it at a later meeting.

VI. CITY ADMINISTRATOR UPDATES

Mr. Silka advised of the Planning Commission meeting that will be rescheduled for next month, as well as an additional meeting scheduled for the 250th parade on June 27th.

VII. REVIEW OF THE PUBLIC MEETING AGENDA OF JANUARY 20, 2026

Order No. 7 refers to raising the Day camp price for the 2nd and 3rd child.

VIII. MAYOR AND CITY COUNCIL UPDATES

PACE is scheduled for this Thursday & Friday in Annapolis.

With no further business at hand, the meeting adjourned at 5:43 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: January 20, 2026

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 Brian R. Lepley
President Raymond M. Morriss

ABSENT: Council Member James L. Furstenberg, III

Also Present: Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk; Chief Pyles and Chief Adams;

IV. Statement of the Closed Meeting

On January 20, 2026, the Mayor and City Council met in public session beginning at 4:15 p.m. in the 2nd floor Conference Room of City Hall for the purpose of immediately closing the meeting to discuss Board and Commission appointments and an employment issue update; and to receive legal advice from the City Solicitor relative to potential litigation regarding a contract with Teabow Residential LLC. Authority to close the session is provided by Sections 3-305(b)(1)(i) and (ii) and (b)(7) of the General Provisions Article of the Annotated Code of Maryland.

V. Presentations

1. Recognition of the retirements of Sam Wilson, Steve Hout and Cecil Kenner

Chief Adams spoke of Sam Wilson, Cecil “Ed” Kenner, and Steve Hout employed with the Cumberland Fire Department for the last 25 years. A photo was taken with the retirees, their family members and the Mayor and City Council Members.

IV. Directors Reports

Motion to approve the reports was made by Council Member Cioni, seconded by Council Member Frazier, and was passed on a vote of 4-0

(A) Administrative Services

1. Administrative Services Monthly Report for December 2025

(B) Public Works

1. Maintenance Division Monthly Report for December 2025

(C) Fire Department

1. Fire Department Monthly Report for December 2025

(D) Police Department

1. Police Department Monthly Report for December 2025

(E) Utilities- Flood, Water, Sewer

V. Approval of Minutes

Motion to approve the minutes was made by Council Member Lepley, seconded by Council Member Frazier, and was passed on a vote of 4-0

1. Approving the Open Work Session Minutes and Regular Session Minutes of January 6, 2026

VI. Public Comments for Agenda Items Only

All public comments are limited to 5 minutes per person.

No comments were received

VII. Unfinished Business

(A) Ordinances

1. Ordinance 4039 (2nd & 3rd readings) - repealing Article I of Chapter 14 of the City Code pertaining to Health and Sanitation Nuisances and to reenact it with amendments

SECOND READING: Motion to accept the second reading was made by Council Member Frazier, seconded by Council Member Cioni, and was passed on a vote of 4-0.

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 4-0.

VIII. New Business

(A) 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 Lepley, seconded by Council Member Frazier, and was passed on a vote of 4-0.

1. Order 27,940 - extending the current contract with Farrell Forestry, LLC through June 30, 2026, to tally and identify the trees to be harvested on 40 acres for FY26 timber sale for the Evitts Creek Watershed project (City Project 2022-41-SRVC), for a total cost not to exceed \$18,000
2. Order 27,941 - declaring real property known as 229 Columbia Street, 413 Broadway Street, 404 Chestnut Street and a Mechanic St. lot as surplus property to be offered for sale
3. Order 27,942 - rescinding Order 27,921, originally approved on December 16, 2025 and authorizing a Special Taxing District residential exemption for 55 Baltimore Street in the amount of \$1,059.44
4. Order 27,943 - rescinding the bid from Barbara Shaffer for a 2010 GMC Sierra 1500 from the "2025 Sale of Surplus Equipment on GovDeals", originally authorized by Order No. 27,914, due to non-compliance with bid procedures; and accepting the bid of Maduka Muhanderamalage for said vehicle
5. Order 27,944 - 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 "Hooley Pub Crawl" Event on March 14, 2026 from 12:00 PM to 2:00 AM on March 15, 2026; notwithstanding, that open glass containers shall not be permitted
6. Order 27,945 - accepting the bid from Denali Water Solutions for the "WFP Residuals Management Transportation, Storage, Beneficial Use and/or

Disposal" Project (2025-21-WFP) in variable amounts based on material generated for a term of February 1, 2026 through June 30, 2029

7. Order 27,946 - authorizing an update to the Schedule of Fees for the Constitution Park Day Camp, effective on the date of passage

IX. Public Comments

Ed Taylor, President of the Cumberland Historic Cemetery Organization, announced that a monument commemorating the 250th anniversary will be placed in St. Peter and Paul Cemetery on November 1, 2026. The organization seeks a \$2,000 contribution from the City of Cumberland for monument recognition.

Frank Asher, referenced state law that protects the LGBTQ+ community and the exclusion of that in Cumberland. He reminded Council that a request was made in October to add Sexual Identity to the City Code and asked how long that would take.

Alan Septoff is present to discuss the economic benefits Safe Haven would provide to the City. He referenced a town in Indiana that saw 83% new investment and a 58% increase in jobs. With millennials making up 75% of the workforce by 2030, they want to see these protections enforced.

Ashley Emerick is present to discuss the ICE raids in MN and the need to prepare in the event they occur in Cumberland. She expressed the need for the City not to assist the agents and discussed ideas for a plan of action.

Nancy Gunta, a Cumberland resident, is asking the Council to revise the anti-discrimination code to include sexual identity. As a social worker, she has seen students and the elderly endure hardships for their safety, and quoted statistics related to issues affecting transgender individuals.

Caroline Hahn, a Cumberland resident, was present in support of the fact sheet from Dr. Gunta and encouraged the Council to read it. As a social worker, she confirmed the events described and asked that gender identity be included in the anti-discrimination policy.

Frank Clark, is present to discuss surplus properties and their condition. He noted that 25% of homes are vacant and the need to be more generous with allocations for the Choose Cumberland Relocation Program. He feels the current leadership fails to recognize the City's flaws for improvement.

Ed Taylor advised the Mayor and City Council of a vacant three-story garage on Walnut Street that is in danger of falling into the Hughes Cemetery.

X. Adjournment

With no further business at hand, the meeting adjourned at 7:10 p.m.

Minutes approved on_____

Raymond M. Morriss, Mayor _____

ATTEST: 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

19 Frederick Street
Cumberland, MD 21502
Wednesday, January 28, 2026; 4:30 pm

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

ABSENT: Richard J. “Rock” Cioni

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Michael Cohen, City Solicitor; Kevin Thacker, Code Compliance Manager; and Clocktower Ventures Representatives Aaron Peteranecz, Shelly McIntire, John Laughlin, and Billy McCuan.

I. TOUR OF THE CONSTRUCTION PROGRESS AT 19 FREDERICK STREET

The Mayor and City Council toured the site with the Clocktower Ventures team to observe updates and improvements, discuss project challenges, and see what upcoming plans look like. Many obstacles have been faced, including securing contractor commitments and completing the work within an affordable budget.

Because there is no debt associated with the project, completion takes longer. The cash investment thus far is \$300K, and all projects start with upfront cash and secured equity from investment partners. At only one-third of the way through, the total cost will be \$1-1.2M.

The plan is to complete individual spaces for occupancy while construction continues on the remainder of the building.

With no further business at hand, the meeting adjourned at 5:15 p.m.

Respectfully Submitted,

Allison K. Layton _____
City Clerk

Minutes approved on _____

File Attachments for Item:

1. A public hearing for the Community Development Block Grant (CDBG) 2026 Annual Action Plan

Council Agenda Summary

Meeting Date: Tuesday, February 3, 2026

Key Staff Contact: Lee Borrer, Community Development Block Grant Program Manager

Item Title:

Public Hearing (1st) for the 2026 CDBG Annual Action Plan

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

Lee Borrer will provide a short powerpoint presentation on the 2026 Annual Action Plan process. The 2026 Annual Action Plan is the 2nd year under the 2025-2029 CDBG Consolidated Five Year Plan.

Amount of Award: 2026 AAP-Estimated \$750,000 with contingencies until the U. S. Department of Housing and Urban Development announces 2026 formula grantee awards

Budget number:

Grant, bond, etc. reference: Community Development Block Grant



COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

PUBLIC HEARING #1
FEBRUARY 3, 2026

CDBG



- ▶ US Department of Housing and Urban Development Funds
- ▶ Cumberland City limits
- ▶ Housing/Rehabilitation, Infrastructure/Public Facilities Improvements, Public Services, Administration/Planning, Economic Development

2025-2029 Five Year Consolidated Plan

- ▶ HUD requires a Needs Assessment, Market Analysis, Strategic Plan, and Annual Plan
- ▶ Completed in 2025
- ▶ 2026 Annual Action Plan -2nd Year of the Con Plan

PRIORITY NEEDS

- **AFFORDABLE HOUSING**



- **HOMELESSNESS**



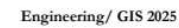
- **NON-HOUSING COMMUNITY DEVELOPMENT**



The map displays the San Francisco Peninsula with 18 census tracts. The tracts are color-coded as follows:

- Green:** 12.02, 13.01, 12.01, 11.01, 10.01, 13.04, 23.02, 5.02
- Yellow:** 11.02, 10.02, 6.01, 8.01
- Red:** 5.01, 6.02, 8.02, 7.02, 7.01

The tracts are labeled with their respective numbers: 12.02, 13.01, 12.01, 11.01, 10.01, 11.02, 10.02, 13.04, 23.02, 5.02, 5.01, 6.02, 6.01, 8.02, 7.02, 7.01, 8.01, and 23.01.

Percent Low to Moderate Income

2026 Annual Action Plan Application

- ▶ Checklist available on-line and in Community Development, City Hall
- ▶ Complete application due February 13, 2026, 4pm
- ▶ Project must meet HUD national objective, be eligible for CDBG, and address a 5 Year Plan goal
- ▶ Project must benefit low-mod income persons within Cumberland municipal City limits

Estimated Allocation: \$750,000

Housing/Rehabilitation

**Public
Facilities/Infrastructure**

Public Services

**Economic
Development**

Admin/Planning

CDBG Application Competition

Capacity/experience

Amount of Funds Requested

Completeness

PUBLIC PARTICIPATION



- ▶ Comments accepted through April 16, 2026, in writing, at any stage of the 2026 Annual Plan Process
- ▶ Staff recommendations for projects will be available online March 17, 2026 and presented at 6:15, for comment, at the regular Mayor and City Council meeting
- ▶ The 2026 Annual Plan will be reviewed for adoption by Mayor and City Council on April 21, 2026 and sent to HUD. Final HUD approval generally received @ August
- ▶ Any timeline/schedule changes can be found on City website

Community Needs & Non-Profit Presentations

- ▶ Comments from agencies seeking funding support or expressions of needs associated with CDBG

QUESTIONS?



File Attachments for Item:

. Order 27,947 - authorizing the execution of Change Order No. 2 with First Fruits Excavating for the installation of additional silt fence per MDE requirements, additional rock for backfill and a redesign of the swale due to existing underground electrical that was not identified prior to construction at the Cumberland Skate Park (City Project 06-13-RE) in the amount not to exceed \$6,715.54, bringing the total project cost not to exceed \$805,852.34



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

ORDER NO. 27,947

DATE: February 3, 2026

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

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 2 with First Fruits Excavating, 407 Plum Run Road, Ridgeley, WV 26753, for the installation of additional silt fence per MDE requirements, additional rock for backfill, and a redesign of the swale due to existing underground electric that was not identified prior to construction at the Cumberland Skate Park (City Project 06-16-RE) in the amount not to exceed Six Thousand Seven Hundred Fifteen Dollars and Fifty Four Cents (\$6,715.54) bringing the total project cost not to exceed Eight Hundred Five Thousand Eight Hundred Fifty Two Dollars and Thirty Four Cents (\$805,852.34)

Raymond M. Morriss, Mayor

Budget:
115.GP16.63000

Original Contract Price	\$787,000.00
Change Order No. 1	\$12,126.80
Change Order No. 2	\$6,715.54
Total Contract Price after CO 1	\$805,852.34

Council Agenda Summary

Meeting Date: 1/20/2026

Key Staff Contact: Robert Smith, PE

Item Title:

Change Order #2 for Cumberland Skate Park, City Project 06-13-RE

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

Change Order #2 for Cumberland Skae Park, City Project 06-13-RE in the amount of \$6,715.54.

This change order includes the installation of additional silt fence per MDE requirements, additional rock for backfill around the skate park, and a redesign of the swale due to existing underground electric that was not spotted prior to construction.

The original price of the project was \$787,000.00, with change order #1 increasing the price by \$12,136.80 to be \$799,136.80. With change order #2 increase of \$6,715.54 the new project total will be \$805,852.34.

This cost increase will utilize City Funds.

Amount of Award: \$6,715.54

Budget number: 115.GP16.63000

Grant, bond, etc. reference: City Funds



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

Date May 13, 2025
Project Title Cumberland Skate Park
Contractor City of Cumberland

Description: Safety fence installed at the wetland buffer. 500LF

Silt Fence installed at beginning of diversion fence over to the chain link that surrounds BMX park.

Item	Units	Per	Price/unit	Total Amount
Safety Fence	500	LF	\$ 4.00	\$ 2,000.00
Silt Fence	128	LF	\$ 5.00	\$ 640.00

Subtotal of All Cost Incurred	\$ 2,640.00	15%
Allowable Mark-up	\$ 396.00	
Subtotal w/ Mark-up	\$ 3,036.00	
TOTAL COST	\$ 3,036.00	



First Fruits Excavating, Inc.

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

Date January 5, 2026
Project Title Cumberland Skate Park
Contractor City of Cumberland

Description: Placing gabion rock for backfill around the skate park.

Item	Units	Per	Price/unit	Total Amount
Gabion Rock	44.48	TN	\$ 40.00	\$ 1,779.20

TOTAL COST \$ 1,779.20



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

Nov 21, 2025

RE: Cumberland Skate Park
GABION ROCK PLACEMENT

The following is our price to install 3-6" rock at areas around the structure that will need to be steep to not encroach on the LOD.

3-6" Gabion Rock \$40.00/Ton *Not to exceed 125 tons

Please let me know if you have any questions or concerns.

Sincerely,

Chris Szabo
Vice President
First Fruits Excavating, Inc.
chris@firstfruits-wv.com
(304) 777-898



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

Date May 13, 2025
Project Title Cumberland Skate Park
Contractor City of Cumberland

Description: Swale redesign due to the existing underground electric.

MATERIALS	Units	Price/unit	Total Amount	
N-12 8" Pipe	160	\$ 5.95	\$ 952.00	
GPS Model Revision	1	\$ 300.00	\$ 300.00	
		Subtotal	\$ 1,252.00	
		MD State Tax	\$ 75.12	6%
		Total	\$ 1,327.12	

LABOR				
Description	Total # Hrs.	Wage Rate	Total Amount	
Operator - Wage	2	\$ 46.17	\$ 92.34	
Laborer - Wage	2	\$ 40.51	\$ 81.02	
		Subtotal	\$ 173.36	
		Labor Burden	\$ 34.67	20%
		Total	\$ 208.03	

Equipment	Units / HRS	Rate/hr.	Total Amount
Cat 308	2	\$ 58.66	\$ 117.32
		Total	\$ 117.32

Subtotal of All Cost Incurred \$ 1,652.47
Allowable Mark-up \$ 247.87 15%
Subtotal w/ Mark-up \$ 1,900.34
TOTAL COST \$ **1,900.34**

File Attachments for Item:

. Order 27,948 - authorizing the execution of a Supplemental Parking Lease Agreement (SLA No. 1) with the State of Maryland (for use by DLLR and SDAT) for the use of 12 additional spaces in the George Street Parking Garage, bringing the total number of leased spaces to 59, at a cost of \$60/space per month for a term commencing May 1, 2026 and ending April 30, 2028



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

ORDER NO. 27,948

DATE: February 3, 2026

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

THAT, the Mayor be and is hereby authorized to execute a Supplemental Parking Lease Agreement (SLA No. 1) by and between the Mayor and City Council of Cumberland and the State of Maryland, to the use of the Department of Labor, Licensing and Regulation (DLLR) and the Department of Assessments and Taxation (SDAT), for the use of twelve (12) additional parking spaces in the George Street Garage, bringing the total number of leased spaces to Fifty Nine (59) at a rate of \$60.00 per space; and

BE IT FURTHER ORDERED THAT, the term of the supplemental agreement commences on May 1, 2026 and expires April 30, 2028.

Raymond M. Morriss, Mayor

STATE OF MARYLAND SUPPLEMENTAL LEASE AGREEMENT DGS Form 680-3A	Supplemental Lease Agreement No. One (1)	Date: December 23,2025
	To Parking Lease Dated: December 17, 2024	
Address of Parking Leased Premises: 101 S. George Street, Cumberland, MD 21502		

THIS SUPPLEMENTAL LEASE AGREEMENT No. 1 (this “SLA No. 1”), is made and entered into this _____ day of _____, 2026 by and between **The Mayor and City Council of Cumberland**, hereinafter called the “Lessor”, and the **State of Maryland, to the use of the Department of Labor and the Department of Assessment and Taxation**, hereinafter collectively called the “Lessee.” The Lessor and the Lessee are sometimes collectively referred to as the “Parties”.

WHEREAS, the Parties entered into a lease agreement dated December 17, 2024 with a term of three years from May 1, 2025 through April 30, 2028 ("the Parking Lease") whereby Lessor leased to Lessee Forty-Seven (47) parking spaces at a rental rate of \$60.00 per month per parking space (the “Parking Leased Premises”) at Lessor's parking garage located at 101 S. George Street, Cumberland, Maryland 21502.

WHEREAS, the Department of Labor (DOL) wishes to lease Twelve (12) additional parking spaces at Lessor’s parking garage; and

WHEREAS, the Parties desire to amend the Parking Lease by increasing the number of its leased parking spaces from Forty-Seven (47) to Fifty-Nine (59), and as otherwise stated herein.

NOW, THEREFORE, the above recitals being made a substantive part of this SLA No. 1, the Parties for the consideration of the rent and their mutual promises as stated in the Parking Lease, hereby covenant and agree that the Parking Lease is amended as follows:

(1) Paragraph 1 is deleted in its entirety and shall be restated (effective as of May 1, 2026) as follows:

1. Parking Leased Premises and Rent. Lessor leases unto Lessee for the use of Lessee's personnel, representatives, visitors and associated vehicles, Fifty-Nine (59) parking spaces (hereinafter collectively referred to as the "Parking Leased Premises"), together with the right to use in common with others all parking common areas including but not limited to ingress and egress ways and access points in the parking garage located at 101 S. George Street, Cumberland, MD 21502 (the “Property”) and as more particularly described as follows:

Lessee Unit	VIP Reserved Spaces	Reserved Spaces	Use in Common Spaces	Monthly Rent	Annual Rent
DOL	0	0	52	\$3,120.00	\$ 37,440.00

SDAT	0	0	7	\$ 420.00	\$ 5,040.00
Total	0	0	59	\$3,540.00	\$42,480.00
Location of Spaces	101 S. George Street, Cumberland, MD 21502				
Rate per Space (Monthly)	\$60.00 per space per month				

(2) Paragraph 3 of the Parking Lease is hereby deleted in its entirety and replaced (effective as of May 1, 2026) with the following:

3. Rent. The Rent due from Lessee to Lessor for the Parking Leased Premises as described in Section 1 shall be Forty-Two Thousand Four Hundred Eighty Dollars and Zero Cents (\$42,480.00) per annum, payable in advance in equal monthly installments of Three Thousand Five Hundred Forty Dollars and Zero Cents (\$3,540.00).

(3) Except as otherwise expressly set forth herein, all other terms and conditions of the Parking Lease, as amended, shall remain in full force and effect.

(4) This SLA No. 1 may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature of a party transmitted electronically (e.g., e-signature) shall constitute and have the same force and effect as the original signature of the Party.

(5) This SLA No. 1 shall only be effective and binding upon State of Maryland and Lessee with full execution by the Parties and approval by the Maryland Board of Public Works. Lessor has no right to institute any action or proceedings to compel the State of Maryland and Lessee to present this SLA No. 1 to the Maryland Board of Public Works or to compel the Maryland Board of Public Works to approve this SLA No. 1. In the event this SLA No. 1 is not fully executed and approved by the Maryland Board of Public Works, Lessor's only remedy shall be to declare this SLA No. 1 null and void.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties subscribed their hands and seals as of the above date.

LESSOR:
Mayor and City Council of Cumberland

ATTEST:

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

LESSEE:
STATE OF MARYLAND, to the use of the
Department of Assessment and Taxation

ATTEST:

By: _____(SEAL)
Robert Yeager, Director

LESSEE: STATE OF MARYLAND, to the use of
the Department of Labor, Licensing and
Regulation

ATTEST:

By: _____(SEAL)
Portia Wu, Secretary

CERTIFICATION BY THE MARYLAND BOARD OF PUBLIC WORKS

Execution of the above Supplemental Lease Agreement No. 1 is hereby authorized and approved by the Maryland Board of Public Works at a meeting held _____, Item _____-LT on the Maryland Department of General Services Agenda.

Maryland Department of General Services
Office of Real Estate

This Supplemental Lease Agreement No. 1 is hereby approved for Form and Legal Sufficiency by _____, Assistant Attorney General, on _____.

Maryland Department of General Services
Assistant Attorney General

File Attachments for Item:

. Order 27,949 - authorizing Special Taxing District residential exemptions for 33 N. Centre Street for the 25-26 Tax Year in the amount of \$672.55



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

ORDER NO. 27,949

DATE: February 3, 2026

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

THAT, the following Residential Exemption from the Special Taxing District Levy
for the 2025-2026 tax year be and is hereby granted:

Property Owner	Address / Account No.	Tax Year	Exemption Amt.
Ernest Gusella / Tomiyo Sasaki	33 N. Centre St. / 14-002847	2025-2026	\$ 672.55

BE IT FURTHER ORDERED, that this exemption is hereby granted pursuant to
the provisions of Section 236 of the City Charter.

Raymond M. Morriss, Mayor

City of Cumberland
SPECIAL TAXING DISTRICT REQUEST FOR EXEMPTION

Tax Year 2025

I, ERNEST G USSELL ^{T00140} SASAKI request an exemption from the Special Taxing District Levy for property owned by me at: 33 N. CENTRE ST., CUMBERLAND

My request is based upon the fact that:

☒ Residential - this property, or portion thereof, is occupied and used by the owner for his or her residence;

☐ Industrial - this property, or portion thereof, is used solely for light manufacturing purposes, and qualifies for a similar exemption according to the tax provisions of Allegany County, Maryland.

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

Residential 66 % 6670 sq. ft. / 1326
Industrial _____ %

As to approved applications, the exemption shall be granted for all fiscal years falling within the calendar year preceding the date of the submission of the application for the exemption.

Signed: Sasaki

Date: 01/13/26

For City use

Tax Account No:

14 002847 4P

	Assessed Amount	Tax Amount
Original	223 467	1019.01
Exempt	147 488	672.55
Billable	75 979	346.44

File Attachments for Item:

. Order 27,950 - authorizing the execution of a three year bulk economic development parking lease for the Wills Hotel LLC, for 25 spaces and 25 reserved space signs of the Frederick Street Garage, at a rate of \$25 per space per month and a \$25 one time fee for each sign, commencing March 1, 2026



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

ORDER NO. 27,950

DATE: February 3, 2026

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

THAT, the City Administrator be and is hereby authorized to offer a three year bulk Economic Development Parking Lease for the Wills Hotel, LLC for the use of twenty five (25) parking spaces in the Frederick Street Garage at a rate of Twenty Five Dollars and No Cents (\$25.00) per space; and twenty five (25) reserved signs at a one time rate of Twenty Five Dollars and No Cents (\$25.00) per sign

BE IT FURTHER ORDERED, that the term of the agreement shall be effective commencing March 1, 2026.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: January 29, 2026

Key Staff Contact: J F. Silka, City Administrator

Item Title:

Bulk Parking Rate for Wills Hotel

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

The Wills Hotel is seeking a bulk parking rate incentive for the Frederick Street Garage which is the same that is offered in the George Street Garage.

The incentive would be twenty-five (25) spaces rented in the Frederick Street Garage for a three (3) year term at a rate of \$25/space per month. (This incentive is currently approved for the George Street Garage).

The Wills Hotel is also seeking to have the spaces reserved at a one-time cost of twenty-five dollars (\$25) per space. (This incentive is currently approved for the George Street Garage).

This incentive will serve to benefit both the City and the Wills Hotel by providing the new business a viable parking option for its guests while providing a revenue stream.

Amount of Award: **40,000**

Budget number:

Grant, bond, etc. reference:

File Attachments for Item:

. Order 27,951 - accepting the bid from Excavating Associates, Inc., to provide upgrades to the parking lot and sidewalk in Grove 4 of the Constitution Park (City Project 2024-07-PRKG), contingent upon CDBG funding approval, in the amount not to exceed \$200,851



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

ORDER NO. 27,951

DATE: February 3, 2026

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

THAT, the bid from Excavating Associates, Inc., PO Box 434, Ellerslie, MD, 21529 to provide upgrades to the parking lot and sidewalk in Grove 4 of Constitution Park (City Project 2024-07-PRKG) be and is hereby approved in the not to exceed amount of Two Hundred Thousand Eight Hundred Fifty One Dollars and No Cents (\$200,851.00) contingent upon CDBG funding approval.

Raymond M. Morriss, Mayor

Budget:

111.410.2022 63000 (UU22.070) & 111.410.2023 63000 (VV23.070)

Bids Received:

First Fruits Excavating	\$215,563.00
Carl Belt, Inc.	\$214,070.00
Excavating Associates, Inc.	\$200,851.00

Council Agenda Summary

Meeting Date: 2/3/2026

Key Staff Contact: Matt Idleman, P.E.

Item Title:

Award Constitution Park Grove 4 Parking Lot Improvements, City Project # 2024-07-PRKG

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

Award Constitution Park Grove 4 Parking Lot Improvements Contract to low responsive bidder, Excavating Associates, in the lump sum cost of \$200,851.00, contingent upon CDBG funding approval.

This project will include various upgrades to the parking lot in Grove 4 of Constitution Park, including regrading, paving, stormwater management, landscaping, and accessible parking and sidewalk improvements.

This project was advertised for bid on 11/24/25. Bids closed on 1/14/26, with three qualified bids being received. The low bidder was Excavating Associates, with an acceptable bid of \$200,851.00. The other acceptable bids were \$214,070.00 and \$215,563.00.

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

Amount of Award: \$200,851.00

Budget number: 111.410.2022 63000 (UU22.070) & 111.410.2023 63000 (VV23.070)

Grant, bond, etc. reference: CDBG

PROJECT INFORMATION	
Project Title:	Constitution Park Grove 4 Parking Lot Improvements
City Project:	2024-07-PRKG
Contract Length:	90 Calendar Days
BID OPENING	
Date & Time:	January 14, 2026 2:00 PM EDT
Location:	Virtual - Beacon Bid Solicitation Website

Certified Bid Tabulation		
BIDDER	BIDDER	BIDDER
First Fruits Excavating	Carl Belt, Inc.	Excavating Associates, Inc.
401 Plum Run Road Ridgeley, WV 26753	11521 Minor Avenue Cumberland, MD 21503-1210	P.O. Box 434 Ellerslie, MD 21529

BIDS AND ALTERNATES									
BID NO.	DESCRIPTION OF BID	UNITS	QTY.	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1001	Mobilization	LS	1	6287	\$ 6,287.00	23000	\$ 23,000.00	5272	\$ 5,272.00
1002	Construction Stakeout	LS	1	7641	\$ 7,641.00	11000	\$ 11,000.00	6818	\$ 6,818.00
1003	Erosion and Sediment Control	LS	1	6261	\$ 6,261.00	8400	\$ 8,400.00	6549	\$ 6,549.00
1004	Clearing and Grubbing	LS	1	6006	\$ 6,006.00	7000	\$ 7,000.00	3933	\$ 3,933.00
2001	Class 1 Excavation	CY	200	54	\$ 10,800.00	23.75	\$ 4,750.00	19.1	\$ 3,820.00
3001	Class 1 Riprap Outlet Channel	SY	15	146.5	\$ 2,197.50	130	\$ 1,950.00	46	\$ 690.00
3002	Micro Bioretention Facility	EA	1	23626	\$ 23,626.00	30500	\$ 30,500.00	26426	\$ 26,426.00
3003	HDPE Stormwater Collection Pipe	LF	25	109	\$ 2,725.00	36	\$ 900.00	89	\$ 2,225.00
4001	Remove and Replace 2-Inch Water Line	LF	120	59.25	\$ 7,110.00	40	\$ 4,800.00	41	\$ 4,920.00
5001	HMA Superpave 19.0mm for Base, PG 64S, Level 2 (3.5" Depth)	TON	160	140	\$ 22,400.00	141	\$ 22,560.00	172	\$ 27,520.00
5002	HMA Superpave 12.5mm for Base, PG 64S, Level 2 (1.5" Depth)	TON	70	230	\$ 16,100.00	229	\$ 16,030.00	208	\$ 14,560.00
5003	Asphalt Berm	LF	200	66	\$ 13,200.00	46.5	\$ 9,300.00	30.59	\$ 6,118.00
5004	Graded Aggregate Base Course for Paving	CY	170	105	\$ 17,850.00	75	\$ 12,750.00	91	\$ 15,470.00
5005	5-Inch White Thermoplastic Pavement Marking Lines	LF	470	5	\$ 2,350.00	3	\$ 1,410.00	1	\$ 470.00
5006	White Preformed Thermoplastic Pavement Marking Legends and Symbols "Handicap P	EA	2	290	\$ 580.00	520	\$ 1,040.00	318	\$ 636.00
5007	White Preformed Thermoplastic Pavement Marking Legends and Symbols "Straight Ar	EA	2	515.5	\$ 1,031.00	520	\$ 1,040.00	306	\$ 612.00
6001	Concrete Parking Stop Blocks	EA	12	239.5	\$ 2,874.00	125	\$ 1,500.00	305	\$ 3,660.00
6002	7-Inch Reinforced Concrete Parking Slab	SF	1080	19.75	\$ 21,330.00	15.4	\$ 16,632.00	17.25	\$ 18,630.00
6003	5-Inch Reinforced Concrete Sidewalk	SF	670	19.5	\$ 13,065.00	20.4	\$ 13,668.00	20	\$ 13,400.00
6004	6-Inch Reinforced Concrete Entrance	SF	150	40.5	\$ 6,075.00	25	\$ 3,750.00	25	\$ 3,750.00
6005	Standard Type C Combination Curb and Gutter, 24-Inch	LF	30	46.75	\$ 1,402.50	64	\$ 1,920.00	119	\$ 3,570.00
6006	Standard Type D Combination Curb and Gutter, 24-Inch	LF	100	46.75	\$ 4,675.00	54	\$ 5,400.00	148.25	\$ 14,825.00
6007	Detectable Warning Surface for Curb Ramps	SF	50	128	\$ 6,400.00	39	\$ 1,950.00	41.18	\$ 2,059.00
7001	Placing Fumished Topsoil, 4-Inch Depth	SY	200	24.25	\$ 4,850.00	20.75	\$ 4,150.00	25.6	\$ 5,120.00
7002	Turfgrass Establishment	SY	300	2.25	\$ 675.00	7	\$ 2,100.00	7.84	\$ 2,352.00
7003	Landscaping	LS	1	4633	\$ 4,633.00	4360	\$ 4,360.00	4942	\$ 4,942.00
8001	Square Perforated Tubular Steel Sign Posts	EA	6	286.5	\$ 1,719.00	175	\$ 1,050.00	224	\$ 1,344.00
8002	Sheet Aluminum Signs	SF	40	42.5	\$ 1,700.00	29	\$ 1,160.00	29	\$ 1,160.00

Certified Bid Tabulation					
First Fruits Excavating		Carl Belt, Inc.		Excavating Associates, Inc.	
Bid	✓	Bid	✓	Bid	✓
AoQIB	✓	AoQIB	✓	AoQIB	✓
LPC	County	LPC	County	LPC	N/A
ARVF	✓	ARVF	✓	ARVF	✓
BASE BID		\$ 215,563.00	\$ 214,070.00	\$ 200,851.00	

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


 Matt Idleman
 Deputy Director of Engineering

File Attachments for Item:

. Order 27,952 - authorizing an appointment to the Zoning Board of Appeals



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

ORDER NO. 27,952

DATE: February 3, 2026

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

THAT, the following appointments and reappointments to boards and commissions be and are hereby approved:

<i>Board/Commission</i>	<i>Member</i>	<i>Position</i>	<i>Term</i>
Zoning Board of Appeals	Bernard Lechman	Seat 1	1/14/26-1/14/29

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,953 - declaring certain Cumberland Fire Department vehicles to be surplus property and authorizing them for sale, trade in, scrap or disposal



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

ORDER NO. 27,953

DATE: February 3, 2026

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

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

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

Item	Department	Description	VIN No.
Engine 3	Fire	1997 Sutphen Pumper Fire Engine	1S9A1BBD7V1003028

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: February 3, 2026

Key Staff Contact: W. Shannon Adams, Fire Chief

Item Title:

Turning 1997 Sutphen Pumper Fire Engine (VIN: 1S9A1BBD7V1003028) to surplus

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

Due to the age of the apparatus, we have replaced the '97 Sutphen engine with a newer model. Engine 3 no longer has a purpose for the fire department. We have had multiple issues with the pump, rust and several electrics problems. We would like to send it to surplus for auction or sealed bid.

Amount of Award:

Budget number:

Grant, bond, etc. reference:

File Attachments for Item:

. Order 27,954 - authorizing the execution of a Contract for Legal Services with Stag Liuzza, LLC, for the purpose of providing legal services related to the filing of a civil action and/or claims in the Aqueous Film-Forming Foams Litigation MDL No. 2783



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

ORDER NO. 27,953

DATE: February 3, 2026

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

THAT, the Mayor be and is hereby authorized to execute a Contract for Legal Services with Stag Liuzza, LLC, for the purpose of providing legal services related to the filing of a civil action and/or claims in the Aqueous Film-Forming Foams Litigation MDL No. 2783.

Raymond M. Morriss, Mayor

**CONTRACT FOR LEGAL SERVICES
AFFF PFAS LITIGATION**

The **Mayor and City Council of Cumberland, Maryland** (hereinafter the "Client") hereby retains, STAG LIUZZA, LLC (through attorney Michael Stag, LLC; hereinafter the "Attorneys") for the purpose of providing legal services related to the filing of a civil action and/or claims in Aqueous Film-Forming Foams Litigation MDL No. 2873 ("AFFF") related to the pending settlements for recovery of costs associated with damages to the public drinking water system and/or public wastewater system against Defendants who manufactured, marketed, distributed, and/or sold aqueous film-forming foam, (hereinafter the "Client's Claims").

CLIENT DESIGNATES FOR COMMUNICATION PURPOSES THE FOLLOWING:

Water Department: _____
Name Telephone E-mail

Business Matters: _____
Name Telephone E-mail

Client acknowledges and understands that court ordered deadlines and documentation requirements exist for the pending DuPont and 3M settlements. Client agrees to provide the required documentation and assist in performing testing in a timely manner, sufficient to allow Attorneys time to process and file the settlement claim within the court ordered deadlines. Any failure of Client to comply with the testing and documentation requirements of the settlement may result in forfeiture of the Client's right to recover money from DuPont, 3M, and future settlements. Documentation requirements and deadlines may further apply to settlements currently pending court approval or approved in the future.

The Client specifically authorizes the Attorneys to undertake negotiations, file suit, file settlement claims, or institute legal proceedings necessary on the Client's behalf in the AFFF Product Liability Multi-District Litigation. The Client further authorizes the Attorneys to retain and employ the services of any expert, as well as the services of other outside contractors, as the Attorneys deem necessary or expedient in representing the interests of the Client. The Client understands and authorizes Attorneys to share attorney fees with any legal counsel that Attorneys choose to associate to assist with providing the legal services contracted herein.

Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the above-referenced legal proceeding ("Action") or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency. Client acknowledges that the Attorneys are not tax, regulatory, or bankruptcy legal experts. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

The Attorneys are not the attorneys for any officers, agents, employees, attorneys, or consultants of the Client regarding this matter, and shall not become so unless the Attorneys specifically agree in the future in writing to undertake such a representation. The Attorneys will confer, as needed, with such persons to perform the services specified in this Agreement, but no attorney-client relationship shall be created with such persons merely because the Attorneys work with and/or request or receive information from any such persons during their representation of the Client.

The Client has disclosed all potential adverse parties to the Attorneys, and neither the Attorneys nor the Client perceive any conflict of interest in the Attorneys undertaking this engagement on behalf of the Client. If either the Client or the Attorneys, during the representation, receive information indicating that a potential conflict of interest may develop or exist, the Client and the Attorneys agree to bring such information to the immediate attention of the other, and the Attorneys shall proceed to take such steps as may be appropriate in the circumstances.

1. ATTORNEYS 'FEES AND COMMON BENEFIT ASSESSMENT. As compensation for legal services, the Client agrees to pay the Attorneys for legal services rendered and to be rendered on account of the Client's Claims (hereinafter "Attorneys 'Fees"). The Attorneys 'Fees shall be one-third (1/3) of the Gross Amount Recovered for the Client's Claims.

Pursuant to Court order, every AFFF claimant must pay an eight percent (8%) common benefit assessment of the Gross Amount Recovered. As a benefit to Client, said Common Benefit Assessment will be credited against the one third (1/3) Attorneys 'Fees herein. Therefore, Client will not separately bear or reimburse Attorneys for the Common Benefit Assessment and Attorneys will be paid a total contingency fee of 25 1/3%.

These Attorneys 'Fees shall all be calculated before the deduction of costs and expenses, as set forth in Section 2 herein. "Gross amount recovered" herein means principal, interest, penalties, punitive damages, treble damages, attorney's fees, and all other amounts recovered, or value received, including the value of any structured settlement, future payments, or other relief achieved, whether by settlement, judgment or otherwise. "Constituent claims" herein means any one or more claims of the Client constituting less than the entirety of the Client's Claims, including a partial settlement or judgment with less than all defendants. The Client agrees to pay all costs and expenses, as set forth in Section 2 herein, which, in the event of a successful recovery, shall be deducted from the Client's share of that recovery. The Client acknowledges that multiple lawsuits have been filed relating to the same subject matter as Client's Claims. The Client acknowledges that these suits, including any suit for the Client's Claims, might be removed to a federal court as part of multi-district litigation. Further, the Client acknowledges that the court governing the multi-district litigation might appoint committees of attorneys to litigate common issues of law and fact to facilitate the resolution of those lawsuits for the common benefit of all claimants, including the Client. As a result, the Client might be obliged to pay from any Gross Amount Recovered a share of its recovery to satisfy an assessment of common benefit fees, costs, and expenses in an amount as determined by the court. Neither the Attorneys nor the Client shall

have the right, without the written consent of the other, to settle, compromise, release, discontinue, or otherwise dispose of the Client's Claims. **Client shall only pay attorney fees contingent upon a recovery and shall not pay any attorney fees if there is no recovery.**

2. COSTS AND EXPENSES. In addition to paying Attorneys' Fees, in the event of a successful recovery, the Client agrees to reimburse all costs and expenses, as set forth herein only in the event of a recovery, which shall be deducted from the Client's share of that recovery. Attorneys shall advance all litigation expenses on behalf of Client, and Client shall not be responsible for incurring or reimbursing costs of the litigation even if the amount of recovery is less than the costs incurred. **Client shall only reimburse litigation costs or expenses in the event of a recovery by settlement or judgment.** If no recovery is made, Attorneys shall bear all unreimbursed costs and expenses incurred, and client shall not be liable for any such costs or expenses incurred by Attorneys. Further, if recovery is insufficient to fully reimburse litigation costs, Attorneys shall bear, and Client shall not be liable for, all costs in excess of the amount of recovery. Subject to the foregoing terms, the Client agrees to reimburse the Attorneys' litigation costs and expenses upon receipt of any settlement funds or collected judgment.

The Attorneys shall have the right and authority, without prior approval of the Client, to incur such litigation costs and expenses as may be necessary or advisable in furtherance of Client's Claims. Litigation costs and expenses may include (but are not limited to) the following: filing fees; deposition costs; expert witness fees; transcript costs; witness fees; subpoena costs; sheriff's and service of process fees; trial consultant fees; mock trial costs; shadow jury fees; mediation fees; court costs; trial exhibit costs; copy costs; photographic, electronic or digital evidence production or presentation; investigation fees; travel expenses; and any other case-specific expenses directly related to the representation undertaken. Additionally, the Client specifically authorizes the Attorneys to charge as recoverable costs such items such as: computer legal research charges (e.g. Westlaw and/or Lexis); long distance telephone expenses; postage charges; Federal Express, UPS, and other delivery service charges; internal photocopying at a rate of \$.30 per page; facsimile costs at a rate of \$.25 per page; and mileage and outside courier charges, all of which must be incurred solely for the purposes of the representation undertaken. Finally, the Client acknowledges that Client will not be charged costs and expenses for any overhead costs of the Attorneys' practice, including office rent; utility costs; charges for local telephone service; office supplies; fixed asset expenses; and ordinary secretarial and staff services.

3. NO GUARANTEE. The Client acknowledges that the Attorneys have made no promise or guarantee regarding the outcome of my legal matter. The Client acknowledges that the Client's Claims may be subject to defenses that could lead to dismissal before, at, or after trial, and no recovery. The Client further acknowledge that the Attorneys shall have the right to cancel this agreement and withdraw from this matter if, in the Attorneys' professional opinion, the matter does not have merit, the Client does not have a reasonably good possibility of recovery, the Client refuses to follow the recommendations of the Attorneys, the Client fails to abide by the terms of this agreement, the Client fails to provide requested information or to produce witnesses to appear for deposition or trial, if the Attorneys' continued representation would result in a violation of the Rules of Professional Conduct, or at any other time as permitted under the Rules of Professional Conduct. No guarantee or representation has been made to the Client as to what type or amount of

recovery, if any, may be expected on the Client's Claims.

4. ELECTRONIC DATA COMMUNICATION AND STORAGE. In the interest of facilitating our services to the Client, the Attorneys may communicate by facsimile transmission, send data over the internet, store electronic data via computer software applications hosted remotely on the internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the Client may be transmitted or stored using these methods. The Attorneys may use third-party service providers to store or transmit this data. In using these data communication and storage methods, the Attorneys employ measures designed to maintain data security. The Attorneys will make reasonable efforts to keep such communications and data access secure in accordance with the Attorneys' obligations under applicable laws and professional standards. The Attorneys also require all the Attorneys' third-party vendors to do the same. However, the Client acknowledges that some information transmitted to the Attorneys will be public records, and the Client has no expectation that public records will be confidential. Client acknowledges that the Attorneys have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and the Client consents to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

5. PRIVILEGE. The Client acknowledges that this contract is intended to and does hereby assign, transfer, set over, and deliver unto the Attorneys as its fee for representation of the Client in this matter an interest in the claim(s), the proceeds, or any recovery therefrom under the terms and conditions aforesaid, in accordance with the provisions any state law that applies to this contract.

6. MODIFICATION. It contains the entire and complete understanding between the parties and can only be modified by a written amendment signed by all parties.

7. TERMINATION OF REPRESENTATION. The Client acknowledges that the Client has the right to terminate the representation upon written notice to that effect. The Client acknowledges that Client will be responsible for any contingent attorneys' fees or costs incurred prior to the discharge or termination, based on all the facts and circumstances, including the risk taken by the Attorneys in accepting Client's legal representation on a contingency fee basis. The Client agrees to cooperate with Attorneys and to comply with all reasonable requests of Attorneys. The Client warrants and represents to the Attorneys that all information the Client has provided to, or will in the future provide to, the Attorneys regarding the Client's Claim is true and correct to the best of the Client's knowledge, information, and belief. The Attorneys have the right to withdraw from this representation after giving reasonable notice. If the Attorneys resign, are discharged, or are disqualified or otherwise cease to serve as the Client's legal counsel prior to a settlement or final judgment, then the withdrawing, discharged, or disqualified Attorneys shall receive as compensation for services reasonable fees based on all the facts and circumstances of its representation. At the conclusion of this matter, the Attorneys will retain the Client's legal files for a period of five (5) years after the Attorneys close their files. At the expiration of the five-year period, the Attorneys may destroy these files unless the Client notifies the Attorneys in writing that

the Client wishes to take possession of the files. The Attorneys reserve the right to charge administrative fees and costs associated with retrieving, copying, and delivering such files.

8. ENTIRE AGREEMENT. The undersigned representative of Client has read this agreement, a copy of which Client has received, in its entirety, and Client agrees to and understands the terms and conditions set forth herein. Client acknowledges that there are no other terms or oral agreements existing between the Attorneys and Client. This agreement may not be amended or modified in any way without the prior written consent of the Attorneys and the Client.

9. AUTHORITY. Client acknowledges having been advised to and given the full opportunity to obtain independent representation in the making of this agreement and voluntarily entering into this agreement after such opportunity. The Client representative signing below represents that the Client enters into this agreement with proper authorization and approval under state and local law, and that the Client representative is specifically authorized to execute this agreement.

EFFECT OF SIGNING

Client understands that this is a binding legal document. Client further understands that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Date

**MAYOR RAYMOND M. MORRISS
FOR THE MAYOR AND CITY COUNCIL OF
CUMBERLAND, MARYLAND**

Date

MICHAEL STAG FOR STAG LIUZZA, L.L.C.

ATTEST:

Date

**ALLISON LAYTON, CITY CLERK
FOR THE MAYOR AND CITY COUNCIL OF
CUMBERLAND, MARYLAND**