



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: June 03, 2025

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

Presentations

1. A presentation from the City's Environmental Specialist surrounding updates & information regarding Curbside Recycling

Director's Reports

(A) Police

1. Police Department Monthly Report for April 2025

Approval of Minutes

1. Approving the Closed Work Session, Open Work Session and Regular Meeting Minutes of May 20, 2025

Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

Unfinished Business

(A) Ordinances

1. Ordinance 4009 (2nd and 3rd readings) - providing for the City Tax Levy for FY26
2. Ordinance 4010 (2nd and 3rd readings) - providing for the annual expenditure appropriation for the FY26 General Fund

- [3.](#) Ordinance 4011 (*2nd and 3rd readings*) - providing for the annual expenditure appropriation for the FY26 Sewer Fund
- [4.](#) Ordinance 4012 (*2nd and 3rd readings*) - providing for the annual expenditure appropriation for the FY26 Special Purpose Funds
- [5.](#) Ordinance 4013 (*2nd and 3rd readings*) - providing for the annual expenditure appropriation for the FY26 Water Fund
- [6.](#) Ordinance 4014 (*2nd and 3rd readings*) - providing for an increase in refuse collection rates effective July 1, 2025

New Business

(A) Ordinances

- [1.](#) Ordinance 4015 (*1st reading*) - providing for an increase in water rates effective July 1, 2025

(B) Orders (Consent Agenda)

- [1.](#) Order 27,727 - approving Substantial Amendment #1 4112025 to reprogram \$82,398.32 from activities affecting the 2022, 2023 and 2024 Community Development Block Grant Annual Action Plans
- [2.](#) Order 27,728 - rescinding Order No. 24,207 originally approved on May 31, 2005 and adopting the Dumpster Permit rate of \$60 for a twelve month permit, to be effective July 1, 2025
- [3.](#) Order 27,729 - authorizing the execution of an Outdoor Dining Lease Agreement with JZ's Pub LLC for the use of the public right of way immediately in front of and adjacent to the property for outside cafe dining for a term effective June 3, 2025 through May 31, 2026
- [4.](#) Order 27,730 - authorizing the Mayor to execute a three-year Collective Bargaining Agreement with the United Food and Commercial Workers Local 1994 (Police), as ratified by UFCW 1994 on May 19, 2025, for the period of July 1, 2025 through June 30, 2028
- [5.](#) Order 27,731 - accepting the proposal from Tyler Technologies for the renewal of the LOGOS.net Finance/HR/time and attendance system support and maintenance contract for a one year term through June 30, 2026 at a cost not to exceed \$91,289.07
- [6.](#) Order 27,732 - Declaring 315 Bond Street to be surplus property to offer for sale
- [7.](#) Order 27, 733- approving the hourly rate increase for the City Solicitor Michael Cohen to \$185 per our effective July 1, 2025

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Police Department Monthly Report for April 2025



City of Cumberland Department of Police

Monthly Report
April 2025



City of Cumberland Department of Police

Monthly Report

April 2025

Part 1 Crimes for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
Aggravated Assaults	8	2	B & E (All)	12	15	Murder	0	0	Rape	0	1
Robbery	4	0	Theft - Felony	0	0	Theft - Vehicle	1	1			

Selected Criminal Complaints for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
Theft - Misdemeanor	38	37	Theft - Petty	12	8	Domestic Assaults	16	22	CDS	36	27
Disturbances	135	165	DOP/Vandalism	23	19	Indecent Exposure	1	1	Sex Off - Other	1	1
Suicide	0	0	Suicide - Attmpt.	0	0	Tampering M/V	0	0	Abuse - Child	3	2
Trespassing	37	74	Assault on Police	2	5	Assault Other	46	28			

Selected Miscellenous Incidents for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
Alcohol Volations	1	5	Juvenile Compl.	24	10	Missing Persons	13	12	School Resource	163	167
School Threat	0	0	Sex Off. Regist.	0	1	Truancy	0	0	Death Investigation	6	8

Selected Traffic Incidents for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
DWI	5	6	Hit & Run	17	14	M/V Crash	51	55	Traffic Stop	253	328

Selected Service Calls for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
Alarms	45	37	Assist Motorist	34	43	Check Well-Being	121	115	Foot Patrol	67	310
Assist Other Agency	68	79	Bike Patrol	0	168	Special Events	4	7	Suspicious Activity	66	60

Current Incident Status for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
Open	19	78	Arrest	251	212	Closed	1823	2639	Suspended	38	27



City of Cumberland Department of Police

Monthly Report

April 2025

Arrests Totals for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
M/V Citations	42	44	M/V SERO	0	4	M/V Warnings	207	280	Arrest on View Adult	42	31
Arrest On Crim. Cit.	37	35	Arrest Summons	30	18	Arrest Warrant Adult	67	59	Adult Crim.	182	155
Arrest Summon (Chrg)	21	13	Arrest Warrant (Chrg)	23	4	Juvenile Crim.	19	7	Arrest on View Juv	18	7
Arrest Warrant JUV	1	0	Emer. Petition	23	13	Fingerprinting	0	0	RunAway & Miss Per.	16	8
Civil Citation	3	10									

Total Incidents Reported :

2024	2025
2,131	2,956

Chuck Ternent - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

APRIL 2025

SWORN PERSONNEL: 49 SWON OFFICERS

Administration	6 officers
Squad D1	8 officers
Squad N1	8 officers
Squad D2	8 officers
Squad N2	8 officers
C3I/C3IN	5 officers
School Resource	2 officers
CAT Team	0 officers
Academy	4 officer

CIVILIAN EMPLOYEES: 7 full time, 6 part time

CPD Office Associate	1 full time
CPD Records Clerk	1 full time
CPD Records Clerk	0 part time OPEN
MCIN Coordinator	1 full time*
CPD Patrol Assistant	1 full time
CPD Crime Analyst	1 full time*
CPD Maintenance	1 part time
C3IN Office Associate	1 part time**
C3I Office Associate	1 full time
C3I Office Associate	0 part time** OPEN
MPA Supervisor	0 part time
Parking Meter Supervisor	1 full time
Parking Enforcement	2 part time
Code Enforcement	2 part time

*=Grant funded

**=Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 608.25

COMP TIME USED: 246.75

SICK TIME USED: 106.5

YEAR TO DATE (beginning 07/01/23): 7,847.5

YEAR TO DATE (beginning 07/01/23): 1278.5

YEAR TO DATE (beginning 07/01/23): 2,186.5

OVERTIME REPORT

OVERTIME WORKED: 201.25

HOSPITAL SECURITY: 82.75

COURT TIME WORKED: 368

YEAR TO DATE (beginning 07/01/23): 1,726

YEAR TO DATE (beginning 07/01/23): 986.61

YEAR TO DATE (beginning 07/01/23): 3,318

File Attachments for Item:

1. Approving the Closed Work Session, Open Work Session and Regular Meeting Minutes of May 20, 2025

Mayor and City Council of Cumberland

Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, May 20, 2025; 5:00 p.m.

On May 20, 2025, the Mayor and City Council met in public session 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. 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.

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, Eugene Frazier and Brian Lepley

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



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, May 20, 2025; 5:30 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; Shannon Berry, Assistant to City Clerk; Chief Ternent; Chief Adams,

Media: Hannah Fout, WCBC and Theresa McMinn, Cumberland Times News

I. SPECIAL EVENT APPLICATION POLICY FOR BALTIMORE STREET

Mr. Silka began by discussing the Memorial Day Parade and a policy he was drafting. He proposed amending Article Five of the City Code to include Parades and Special Events in the Special Taxing District. He then reviewed the proposed draft with the Council members.

Since the DDC approves the event application, we cannot set stipulations. The DDC can advocate for the business owners and determine if the event is beneficial for everyone involved. Once they have approved an application and informed the City, a plan to reroute traffic can be created if necessary. All Councilmembers agreed to the addition,

and Mr. Silka indicated that an Ordinance would be drafted for approval at the next Mayor and City Council Meeting.

II. CITY ADMINISTRATOR UPDATES

- ❖ Mr. Silka updated on the pool and advised that after the pool was filled and chlorinated for the final inspection, it was discovered a section of the liner had ripped. Unfortunately, as planned, the pool will not be open for Memorial Day weekend. A temporary solution involves using additional liner material to patch the area through the end of the season, with hopes of opening on May 31, 2025. The cost of replacing the liner is \$200K, and it is uncertain if one can be obtained in June.
- ❖ Flooding occurred last week in the Tri-State area and while Cumberland was fortunate, Mason Park Complex suffered damage. 900 feet of fencing, new garbage cans, goals, and bases were washed away, all of which are covered under insurance. The two infields completed last year are lost and not covered under insurance; both infields total \$70 K. The current insurance policy only covers what is sitting above ground.

At this time, it is anticipated to be closed until July 4th due to the wet ground and the inability to mow the grass.

Mr. Silka recognized and showed his appreciation to the Public Works department for their proactive response and preparation for the worst, including working through the night.

- ❖ Another update is for Hotel/Motel applications. Seventeen have been received this year, and after review, recommendations will be presented to the Mayor and City Council.
- ❖ On a final note, the City has been accepted into the International City Management Association (ICMA) cohort training for economic mobility, which provides ways to help citizens climb the economic scale. A \$20K grant is provided, as well as travel accommodations for two people to attend events. Ruth Davis-Rogers will join Mr. Silka in Baltimore this week to attend the first conference. Cumberland is one of 15 Cities in the nation that was selected for this opportunity.

III. REVIEW OF THE PUBLIC MEETING AGENDA OF MAY 20, 2025

Mr. Silka mentioned Chris Sloan's presentation and advised that it is just for consideration; no final decisions are being made.

Order # 1 is from WPS Parking Systems to upgrade Frederick and George Street parking garages with user-friendly pay stations, QR codes, and license plate readers.

Order # 3 is about this year's timber sale.

Order # 10 refers to a temporary right-of-way with CSX for City engineers to enter the property and continue investigating the sewer line.

IV. MAYOR AND CITY COUNCIL UPDATES

Ty Johnson's football camp had 300 attendees, and it was nice to see Ty giving back to the community.

Sharing and Caring took place on Saturday, which resulted in many volunteers. Ed Mullaney commented on the great staff participation.

Canal Place will host the Western MD Kidney Walk on May 24, 2025, starting at 3:00 PM. Pine Avenue Day will be held on Memorial Day at 9:00 AM.

Spring Clean-up Day was a success, with several dumpsters emptied and brought back onsite. Depending on the overall cost, this is something to consider every spring.

DelFest will be held this weekend, starting Thursday and continuing through Sunday evening at the Fairgrounds.

The Veterans Memorial celebration will be held at Rocky Gap on Saturday at 2:00 PM.

V. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:10 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: May 20, 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; Chief Ternent

IV. Statement of Closed Meeting

The Mayor and City Council of Cumberland will meet in public session beginning at 5:00 p.m. in the 2nd floor Conference Room of City Hall on Tuesday, May 20, 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. Presentation from Chris Sloan regarding the Western Maryland Creative Alliance's proposal to place art on the downtown Cumberland parking garage.

Mr. Sloan introduced himself and explained that he represents a community of local artists involved in creating public art throughout downtown. With the completion of downtown, they wish to create art on the parking garage and are seeking approval to begin the process. He presented a slide featuring examples from various cities in the US and displayed a view from I68 illustrating the difference that adding color could make to the garage.

Mayor Morriss informed Chris that the Mayor and City Council, Historic Preservation Commission, and Arts Commission will collaborate with him on the next steps and ensure it aligns with the Wayfinding Plan. Mr. Silka suggested working with Ruth Davis-Rogers to help him navigate the appropriate steps.

VI. Directors Reports

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

(A) Administrative Services

1. Administrative Services Monthly Report for April 2025

(B) Public Works

1. Maintenance Division Monthly Report for April 2025

(C) Fire

1. Fire Department Monthly Report for April 2025

VII. Approval of Minutes

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

1. Approving the Closed Session Minutes, Open Work Session Minutes, and Regular Session Minutes of May 6, 2025

VIII. Public Comments for Agenda Items Only

No One Signed Up

All public comments are limited to 5 minutes per person

IX. New Business

(A) Ordinances

1. Ordinance 4009 (*1st reading*) - providing for the City Tax Levy for FY26

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 Fraizer, seconded by Council Member Cioni, and was passed on a vote of 5-0.

2. Ordinance 4010 (*1st reading*) - providing for the annual expenditure appropriation for the FY26 General Fund

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 Lepley, seconded by Council Member Furstenberg, and was passed on a vote of 5-0.

3. Ordinance 4011 (*1st reading*) - providing for the annual expenditure appropriation for the FY26 Sewer Fund

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 Cioni, seconded by Council Member Lepley, and was passed on a vote of 5-0.

4. Ordinance 4012 (*1st reading*) - providing for the annual expenditure appropriation for the FY26 Special Purpose Funds

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 Frazier, and was passed on a vote of 5-0.

5. Ordinance 4013 (*1st reading*) - providing for the annual expenditure appropriation for the FY26 Water Fund

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.

6. Ordinance 4014 (*1st reading*) - providing for an increase in refuse collection rates effective July 1, 2025

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 Lepley, seconded by Council Member Furstenberg, and was passed on a vote of 5-0.

(B) 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 Furstenberg, and was passed on a vote of 5-0.

1. Order 27,717 - accepting the bid from WPS North American Parking Systems to implement the WPS PARC system and additional software options in the Centre City and Frederick Street parking garages in the amount not to exceed \$122,822, and rejecting all other bids
2. Order 27,718 - 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 Tree Lighting Event on November 28, 2025 from 4:00 PM to 10:00 PM; notwithstanding, that open glass containers shall not be permitted
3. Order 27,719 - accepting the bid from American Hardwood Industries, LLC for the sale of approximately 219,199 board feet of timber at the Evitts Creek Watershed in the amount not to exceed \$85,368.15
4. Order 27,720 - accepting the bid of Michael's Janitorial, Inc. to provide custodial services for City Hall, Public Safety Building, Municipal Service Center and Emergency Clean-Up Services for the period July 1, 2025 - June 30, 2026, with the option to extend for two 1-year periods; Basic Service - \$7,977.60 per month; Emergency On-site Cleanup - \$65; Emergency Call-Out Cleanup - \$105
5. Order 27,721 - authorizing the execution of Change Order No. 1 with Victory Trenchless for CIPP Sewer Lines on Beechwood to provide for additional work not specified in the original contract in the amount of \$1,347.45, bringing the new contract value not to exceed \$106,568.79
6. Order 27,722 - accepting the bid from Queen City Business Systems to supply sixteen new copiers, including support, maintenance, overage charges, supplies and other specifications stated in the "Multi-function Copier Proposal" bid package in the amount not to exceed \$88,040, inclusive of the units requiring fax capability; and rejecting all other bids

7. Order 27,723 - authorizing the execution of a BMX Facility Long-Term User Agreement for the use of the BMX Bike Track and appurtenances in the Mason Sports Complex through June 30, 2026
8. Order 27,724 - authorizing the abatement of City Real Property taxes, interest and utilities for the properties at 10-12 Fourth Street, 420 Andrews Street and 310 N. Waverly Terrace
9. Order 27,725 - authorizing the execution of an agreement with One Call Concepts, Inc. for Miss Utility Line Locates for a term of five years from the date of the agreement with an automatic five year renewal unless otherwise terminated by either party with 180 day written notice
10. Order 27,726 - authorizing the execution of a Temporary Right of Entry Agreement with CSX Transportation, Inc. relative to the Cumberland Street Bridge over CSX Rail (City Project 8-18-BR) to authorize a City Consultant to access the railway to perform a bat roosting and hibernation survey to comply with requirements of the National Environmental Policy Act

XIII. Public Comments

All public comments are limited to 5 minutes per person

Ed Taylor Jr. is speaking on behalf of the Cumberland Historic Cemetery Association, which has been decorating graves and monuments in honor of the upcoming Memorial Day. He extended an invitation to the Annual Memorial Day event at Summer Cemetery, Allegany County's first all-Black cemetery. The site is home to our first Civil War monument, the first of its kind in the state of MD, dedicated to the six Black Union soldiers buried behind it. The event will take place this Sunday at Rocky Gap at 2:00 PM. Additionally, the site features a monument for the first freed slave.

Harvey May greeted the Mayor and City Council and inquired about his suggestion mentioned at the last meeting regarding the trash fee, and asked if a response could be shared with the public.

Mayor Morriss explained that the trash fee is determined by the contract rate with Burgmeier, amounting to \$2.5 million. Mr. May suggested terminating the contract and covering the trash fee through property tax

revenue. An example he provided He provided an example that illustrated the impacts of implementing Mr. May's suggestion.

The new rate would amount to \$342.60 annually. To generate \$2.5 million to cover the tax, the property tax rate would need to be raised to approximately \$2.50. That amount now increases tax revenue to \$407.50, which is \$60 more than the projected increase. He compared trash rates in the Tri-State area and noted that the only city with a lower rate is Frostburg. In conclusion, he explained to Mr. Harvey that his proposed suggestion would cost both himself and area residents more than simply paying the increase. The increased rate is based on the contracted amount with the City.

Arnold Epagnier, Chair of the Arts Commission, addressed Chris Sloan's proposal and shared his letter expressing concerns about the process being backward. He suggested that proposals should first be reviewed by the Arts Commission to gather feedback and requirements, which would save time and reduce confusion before reaching the Mayor and City Council members.

He explained that the Arts Commission was established in March 2024, with officers selected in August 2024. Nine months have passed without a meeting, despite the By-laws requiring at least four meetings per year. He noted that attempts to schedule meetings have been canceled.

Mr. Silka updated that the Ordinance drafted had operational inefficiencies.

Phil Ottaviani shared that he has lived at 403 Sheridan Place for 45 years and expressed his frustration with the 400 block of Williams Street. He noted trash on neighboring properties, including car parts and tires. He says that he contacted Code Enforcement about the issue months ago, but nothing has changed.

Mayor Morriss asked Phil to provide the addresses, and he would forward them to Code Enforcement.

Ryan Campbell stated that in talking with area residents, they are concerned with activity in the federal executive branch of the government and feel constitutional rights are being violated. He mentioned that Wes Moore stated that Maryland was not going to comply with any unconstitutional Orders and inquired if our local government is working with ICE.

Mayor Morriss responded that the City is following Maryland law.

Councilman Cioni thanked Ty Johnson for the free football camp he organized for over 300 children in the area.

XI. Adjournment

With no further business at hand, the meeting adjourned at 7:00 p.m.

Minutes approved on_____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____

File Attachments for Item:

1. Ordinance 4009 (*2nd and 3rd readings*) - providing for the City Tax Levy for FY26

ORDINANCE NO. 4009

An Ordinance of the Mayor and City Council of Cumberland, Maryland, entitled, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND PROVIDING FOR THE CITY TAX LEVY FOR THE FISCAL YEAR BEGINNING JULY 1, 2025, AND ENDING JUNE 30, 2026."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the levy for the Fiscal Year 2026 for the City of Cumberland shall be as follows:

		Net Assessable Base	Tax Rate Per \$100	Tax Levy
Property Taxes				
Real Estate		\$948,369,248	1.0595	\$ 10,047,972
Personal Property				
	Individual	1,435,045		
	Corporation	124,773,414		
		126,208,459	2.648	3,342,000
	Penalties and Interest			590,000
	Tax Credits			(102,000)
Total Tax Levy				\$ 13,877,972
Other Revenues				
Other Taxes			2,176,883	
Licenses & Permits			135,200	
Intergovernmental			5,537,763	
Charges for Services			2,094,708	
Fines, Forfeitures & Interest			691,719	
Miscellaneous			1,273,778	
Total Other Revenue				11,910,051
Total Revenue				\$ 25,788,023
Other Financing Sources				
Transfers-in				\$ 2,617,851
Capital Financing				1,101,836
(Increase) Decrease NonSpendable Fund Balance				186,283
(Increase) Decrease Assigned Fund Balance				1,154,500
(Increase) Decrease Restricted Fund Balance				2,314,164
Total Other Financing Sources				\$ 7,374,634
Total Revenue and Other financing Sources				\$ 33,162,657

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

Passed this _____ day of June, 2025.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

File Attachments for Item:

2. Ordinance 4010 (*2nd and 3rd readings*) - providing for the annual expenditure appropriation for the FY26 General Fund

ORDINANCE NO. 4010

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND PROVIDING FOR THE ANNUAL APPROPRIATION FOR THE GENERAL FUND FOR THE FISCAL YEAR BEGINNING JULY 1, 2025, AND ENDING JUNE 30, 2026."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the following sums of money be and they are hereby appropriated for the respective purposes of the City of Cumberland for the Fiscal Year beginning July 1, 2025, and ending June 30, 2026, to-wit:

General Government	\$ 2,399,699
Public Safety	16,835,668
Public Works	3,599,871
Recreation	1,031,167
Community Development	2,139,285
Debt Service	3,787,329
Transfer Out	2,964,621
Total General Fund Appropriation	\$ 32,757,640

SECTION 2: AND BE IT FURTHER ORDAINED, that the appropriations made herein are continuing in nature and shall not lapse at the end of the fiscal year (June 30, 2025) if legally encumbered but shall continue in full force and effect until the encumbrance has been completed or until modified by the Mayor and City Council.

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

Passed this _____ day of June, 2025.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

File Attachments for Item:

3. Ordinance 4011 (*2nd and 3rd readings*) - providing for the annual expenditure appropriation for the FY26 Sewer Fund

ORDINANCE NO. 4011

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MD, ENTITLED, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND TO PROVIDE FOR AN APPROPRIATION FOR THE SEWER FUND FOR THE FISCAL YEAR BEGINNING JULY 1, 2025, AND ENDING JUNE 30, 2026."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the following sums of money be and are hereby appropriated for the respective departments and purposes of the City of Cumberland Sewer Fund for the Fiscal Year beginning July 1, 2025, and ending June 30, 2026, to-wit:

Wastewater Treatment Plant	\$ 8,135,652
Sanitary & Storm Sewer	2,427,631
Flood Control	491,908
Interest Expense	260,329
Principal Payments	827,718
Capital Expenditures	6,966,050
Total	\$ 19,109,288

SECTION 2: AND BE IT FURTHER ORDAINED, that there shall be levied and collected Service Charges in accordance with rates set forth in Section 27-9 of the code of the City of Cumberland to defray the cost of operating, maintaining, and repairing and otherwise improving the Sanitary and Storm Sewer system, and pay the maturing principal and interest on the bonded debt for the Fiscal Year ending June 30, 2026.

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

Passed this _____ day of June, 2025.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

File Attachments for Item:

4. Ordinance 4012 (*2nd and 3rd readings*) - providing for the annual expenditure appropriation for the FY26 Special Purpose Funds

ORDINANCE NO. 4012

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND TO PROVIDE APPROPRIATIONS FOR VARIOUS SPECIAL PURPOSE FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2025, AND ENDING JUNE 30, 2026."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the following sums of money be and are hereby appropriated for the respective funds and purposes of the City of Cumberland for the Fiscal Year beginning July 1, 2025, and ending June 30, 2026, to-wit:

Housing Assistance	\$ 2,267,100
Downtown Development Commission	229,698
Community Development Block Grant	781,782
Police Grants	442,361
Community Legacy	525,000
Capital Projects	6,799,000
Street Improvements	1,159,000
Municipal Parking Authority	703,922
Trash Removal	3,296,565
Total	\$ 16,204,428

SECTION 2: AND BE IT FURTHER ORDAINED, that the appropriations made herein are continuing in nature and shall not lapse at the end of the Fiscal Year (June 30, 2026) but shall continue in full force and effect until the project for which the appropriation has been made is completed or until modified by the Mayor and City Council.

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

Passed this _____ day of June, 2025.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

File Attachments for Item:

5. Ordinance 4013 (*2nd and 3rd readings*) - providing for the annual expenditure appropriation for the FY26 Water Fund

ORDINANCE NO. 4013

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND TO PROVIDE FOR AN APPROPRIATION FOR THE WATER FUND FOR THE FISCAL YEAR BEGINNING JULY 1, 2025, AND ENDING JUNE 30, 2026."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the following operating budget is hereby appropriated for the respective departments and purposes of the City of Cumberland Water Fund for the Fiscal Year beginning July 1, 2025, and ending June 30, 2026, to-wit:

Water Administration	\$ 1,383,521
Water Distribution	3,647,164
Water Filtration	2,856,427
Interest Expense	364,965
Principal Payments	1,483,491
Capital Expenditure	4,773,000
Total	\$ 14,508,568

SECTION 2: AND BE IT FURTHER ORDAINED, that there shall be levied and collected Service Charges in accordance with rates set forth in Section 24-86 of the Code of the City of Cumberland, and as the same may be from time to time amended, to produce sufficient revenue to enable the City of Cumberland to defray the cost of operating, maintaining, repairing and otherwise improving the Water System, and pay the maturing principal and interest on the bonded debt for the Fiscal Year ending June 30, 2026.

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

Passed this _____ day of June, 2025.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

File Attachments for Item:

6. Ordinance 4014 (*2nd and 3rd readings*) - providing for an increase in refuse collection rates effective July 1, 2025

ORDINANCE NO. 4014

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO REPEAL AND REENACT, WITH AMENDMENTS, SUBSECTION (a) OF SECTION 21-8.1 OF THE CODE OF THE CITY OF CUMBERLAND (1991 EDITION) PERTAINING TO THE SETTING AND COLLECTION OF RATES FOR REFUSE COLLECTION FOR THE PURPOSE OF UPDATING THOSE RATES."

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that Subsection (a) of Section 21-8.1 of the Code of the City of Cumberland (1991 Edition) is hereby repealed and reenacted, with amendments, to read as follows:

- (a) (1) The following fees shall be charged by the city for garbage collection:

Per month:

Residential customers:	\$28.55
Commercial customers:	\$54.30
Industrial customers:	\$54.30
Tax Exempt customers:	\$28.55

- (2) The following monthly fee schedule is hereby adopted for the Industrial/Commercial Users who exceed the standard garbage collection amount:

Number of bags per pickup:

1-8:	\$ 54.30
9-16:	\$108.63
17+:	\$162.91

- (3) The following fee schedule be and is hereby adopted for the bulk item program:

Category 1: \$ 8.23 (40-50 lbs.)

Category 2: \$ 16.49 (50-150 lbs.)

Category 3: \$ 49.48 large household appliances

SECTION 2: AND BE IT FURTHER ORDAINED, that this Ordinance shall be effective as of July 1, 2025.

Passed this ____ day of June, 2025.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, CITY CLERK

File Attachments for Item:

. Ordinance 4015 (*1st reading*) - providing for an increase in water rates effective July 1, 2025

ORDINANCE NO. 4015

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED “AN ORDINANCE TO REPEAL AND REENACT, WITH AMENDMENTS, SECTION 24-86 OF THE CODE OF THE CITY OF CUMBERLAND (1991 EDITION), PERTAINING TO WATER RATES FOR THE PURPOSE OF UPDATING THOSE RATES.”

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that Section 24-86 of the Code of the City of Cumberland (1991 Edition) be and hereby repealed and reenacted, with amendments, to read as follows:

Sec. 24-86 - Schedule.

Effective July 1, 2025, the rates and charges for the use of water supplied by the water department shall be as follows, and no abatement or release therefrom is permitted:

(a) *Equivalent dwelling unit (EDU)*. The minimum meter charges shall be determined by the EDU, which shall be determined by the size of the meter servicing the customer. The following table sets forth the EDU multiplier for each meter size:

Meter size (inches)	EDU
¾ and below	1
1	2.5
1-1/2	5
2	8
3	16
4	25
6	50
8	80

(b) *Minimum meter charge for inside city customers*. The minimum charge for residential and industrial meter customers within the city shall be Eight Dollars and Twelve Cents (\$8.12) per month per EDU. This rate applies to EDUs using up to one hundred cubic feet per month. If the quantity of water used exceeds one hundred cubic feet in any month, such excess shall be charged at the rates set forth in subsection (f) of this section.

(c) *Minimum meter charge for outside city customers*. The minimum charge for residential and industrial meter customers outside the city shall be Twelve Dollars and Twenty-Two Cents (\$ 12.22) per month per EDU. This rate applies to EDUs using up to one hundred cubic feet per month. If the quantity of water used exceeds one hundred cubic feet in any quarter, such

excess shall be charged at the rates as set forth in subsection (f) of this section.

(d) *Minimum meter charge for water companies.* The minimum charge for water companies shall be Fifty-Five Dollars and Ninety-Two Cents (\$55.92) per month per EDU for individual water company accounts such water company has with the City for which sum water up to and including one hundred cubic feet may be used. If the quantity of water used exceeds the consumption in excess of capacity fee, in any month, such excess shall be charged for according to the schedule of rates set forth in subsection (f) of this section, as appropriate.

(e) *Flat rates.* The city may not charge flat rates to any of its water customers, whether they be residential, commercial, or industrial, or inside or outside of the city. the consumption of any customer found not to have a meter shall be estimated in the reasonable judgment of the city, and such customer shall be charged double the rates set forth in subsection (b) of this section. All water customers outside the City shall be meter customers.

(f) *Consumption rates.* The rates per month for residential and industrial water customers shall be as follows:

		Rates within City Limits		Rates Outside City Limits	
Class	Consumption	Current	New	Current	New
Tier 1	First 100 cubic feet, per EDU	\$ 6.7700	\$ 8.1200	\$10.1800	\$12.2200
Tier 2	Next 900 cubic feet, per cubic foot	\$ 0.0618	\$ 0.0742	\$ 0.0926	\$ 0.1111
Tier 3	Next 199,000 cubic feet, per cubic foot	\$ 0.0496	\$ 0.0595	\$ 0.0691	\$ 0.0829
Tier 4	Next 1,134,000 cubic feet, per cubic foot	\$ 0.0391	\$ 0.0469	\$ 0.0588	\$ 0.0706
Tier 5	Next 1,166,000 cubic feet, per cubic foot	\$ 0.0176	\$ 0.0211	\$ 0.0176	\$ 0.0211
Tier 6	Over 2,500,000 cubic fet, per cubic foot	\$ 0.0044	\$ 0.0053	\$ 0.0044	\$ 0.0053

(g) *Water companies.* Water companies purchasing in excess of 140,000 cubic feet of water from the city on a monthly basis and reselling that water shall pay the following monthly rates for each account such water company has with the City.

(1) *Water Company.* Any wholesale water company purchasing water from the City in excess of 140,000 cubic feet per month shall pay both a capacity fee plus a charge based upon consumption in excess of the capacity fee.

(2) *Capacity Fee.* Each water company shall pay a fixed capacity fee based on the calculated number of EDU's served by the water company multiplied by the per month per EDU charge. The EDU amount is calculated

annually and is determined by a percentage (70%) of its highest month's usage in the previous fiscal year calculated as follows:

$$\frac{\text{Peak monthly use} \times 0.7}{30 \text{ days}} / 33.42 \text{ cubic feet}$$

(3) *Consumption in Excess of Capacity Fee.* Consumption in excess of the capacity fee shall be billed at the rate for customers located outside the City.

SECTION 2: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect July 1, 2025.

Passed this _____ day of June, 2025.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton
City Clerk

File Attachments for Item:

. Order 27,727 - approving Substantial Amendment #1 4112025 to reprogram \$82,398.32 from activities affecting the 2022, 2023 and 2024 Community Development Block Grant Annual Action Plans

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

ORDER NO. 27,727

DATE: June 3, 2025

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

THAT, the following amendments the Community Development Block Grant

Program be and are hereby approved effective June 3, 2025:

Program	Current Available	Amendment	New Total	Lifetime Total
2022 Gilchrist Security for Transitional Housing	\$112	(\$112)	\$0	\$30,708
2022 Program Income (old loans)	\$55.04	(\$55.04)	\$0	\$55.04
2023 AYEPS Youth Center Facility Rehab	\$125	(\$125)	\$0	\$19,875
2023 Administration	\$25,588.22	(\$25,588.22)	\$0	\$91,411.18
2023 Indirect Cost	\$3,593	(\$3,593)	\$0	\$8,461
2023 Fair Housing Admin	\$2,020.46	(\$2,020.46)	\$0	\$8,979.54
2023 Friend's Aware ALU Roof Rehab	\$26	(\$26)	\$0	\$18,000
2023 Associated Charities Short Term Prescription	\$5,793	(\$5,793)	\$0	\$5,642
2023 YMCA Gilchrist Trans Shelter Exterior Elect/Safety/Camera	\$5,139	(\$5,139)	\$0	\$119,796
2024 PHA JFV Tot Playground Installation	\$40,000	(\$40,000)	\$0	0
2022 Constitution Park Improvements/Trails	\$9,246.89	\$167.04	\$0	\$9,246.89
2023 Constitution Park Improvements/Trails	\$303,000	\$42,231.28	\$345,231.28	\$345,231.28
2024 Parks and Recreation Improvements	\$159,535	\$40,000	\$199,535	\$199,535

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: Tuesday, June 3, 2025 (consent agenda only)

Key Staff Contact: Lee Borrer, Sr Community Development Specialist

Item Title:

Public Notice of Intent to Reprogram Community Development Block Grant Funds; #1 4112025

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

In accordance with federal regulations governing the Community Development Block Grant Program Consolidated Planning process and following the City's 2025 Citizen Participation Plan for the CDBG program, this notice provides the public information regarding a proposal to reprogram \$82,398.32 from activities affecting the 2022, 2023 and 2024 Annual Action Plans. Reprogramming CDBG funds in a timely manner enables compliance with U. S. Department of Housing and Urban Development's "Timeliness" standards. Funds will be re-allocated from nine activities among the three years to the Parks and Recreation Improvements projects in each of those years for activities described in the 2024 Parks and Recreation Improvements project.

There were no comments received over the April 11, 2025-May 12, 2025 public comment period.

The amendment will be on the Consent Agenda for adoption at the regular Mayor and Council meeting on Tuesday, June 3, 2025 due to technical difficulties with having it ready for the May 20, 2025 agenda.

Amount of Award: Reallocating \$82,398 of CDBG (2022, 2023, 2024 Annual Action Plans)

Budget number:

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

Public Notice of Intent to Reprogram Community Development Block Grant Funds

Amendment #1 4112025

City of Cumberland

In accordance with federal regulations governing the Consolidated Planning process, the City of Cumberland is notifying the public regarding a proposal to reprogram a total of \$82,398.32 in Community Development Block Grant (CDBG) funds from activities affecting the 2022, 2023 and 2024 Annual Action Plans. Reprogramming CDBG funds in a timely manner enables the City to comply with HUD "Timeliness" standards and allows the otherwise un-programmed funds to be used on "shovel ready" activities.

The changes proposed to the PY 2022 Annual Action Plan involve reallocating \$55.04 in program income and \$112 of the YMCA Gilchrist Security for Transitional Housing Project (UU22.064), which was completed under budget, to supplement the existing 2022 Constitution Park Trails project (UU22.070) adding \$167.04 for park and trails improvements.

The changes proposed to the PY 2023 Annual Action Plan involve reallocating \$42,231.28 from five projects: (VV23.065) AYEPS Youth Facility Rehabilitation \$125, (VV23.016) Administration \$36,967.28, (VV23.067) Friend's Aware ALU Roof Rehabilitation \$26.00, (VV23.021) Associated Charities Short Term Prescription Program \$5,793, and (VV23.018) YMCA Transitional Housing Shelter Gilchrist Exterior Improvements Project \$5,139. All 2023 funds, \$42,231.28, were voluntarily returned to the line of credit by sub recipients because project goals were completed underbudget. Associated Charities Inc. dissolved as a non-profit. All 2023 funds will be reallocated to the 2023 Constitution Park Improvements/Trails Project (VV23.070) to continue park and trails improvements.

The changes proposed to the PY 2024 Annual Action Plan involve reallocating the original award amount, \$40,000, from the Public Housing Authority Jane Frazier Village Tot Playground Installation Project (WW24.048). Funds were returned to the City of Cumberland because the agency lacked staffing to comply with CDBG regulations regarding procurement of contractors. The 2024 available funds will be reallocated to the 2024 Parks and Recreation Improvements Project (WW24.056) to continue park and trail improvements in Constitution Park.

Due to an increase in materials and labor expenses, the City of Cumberland Parks and Recreation Department is requesting \$82,398.32 to complete improvements to assets within the Constitution Park. Funds will be used to install an accessible parking lot adjacent to the new ADA accessible family trail located between two pavilions and the restroom facility in Grove 4 which currently offers an accessible playground and marbles rings. In addition, funds will be utilized to provide the installation of other trailhead amenities and trail signage described in the 2024 project as well as other improvements named within the Constitution Park Trails Plan and the Consolidated 5 Year Plan as funds allow.

As a result of the aforementioned proposed changes to the 2022, 2023 and 2024 Annual Action Plans, \$82,398.32 will be reallocated to support the Parks and Recreation Department request listed above. The 2024 Parks and Recreation Improvements Project currently has a budget of \$159,535. This amendment will increase that budget to \$241,933.32.

Written comments concerning the proposed amendment may be provided effective Friday, April 11, 2025 through 4 PM, Monday, May 12, 2025. Provide written comments to the City of Cumberland, Department of Community Development by mail to 57 N. Liberty Street, Cumberland, Maryland or email to lee.borror@cumberlandmd.gov. This Amendment to the Community Development Block Grant 2022, 2023 and 2024 Annual Action Plans will be presented to Mayor and City Council during a public hearing at the regular meeting on Tuesday, May 6, 2025 and up for adoption on Tuesday, May 20, 2025 by consent agenda in Council Chambers at City Hall at 6:15 PM.

ADV: Friday, April 11, 2025

File Attachments for Item:

. Order 27,728 - rescinding Order No. 24,207 originally approved on May 31, 2005 and adopting the Dumpster Permit rate of \$60 for a twelve month permit, to be effective July 1, 2025

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

ORDER NO. 27,728

DATE: June 3, 2025

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

THAT, the Mayor and City Council of Cumberland hereby rescind Order No. 24,207 originally approved on May 31, 2005; and

BE IT FURTHER ORDERED THAT, the Mayor and City Council do hereby adopt the following Dumpster Permit rate to be effective July 1, 2025:

Twelve Month Permit	\$60.00
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Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,729 - authorizing the execution of an Outdoor Dining Lease Agreement with JZ's Pub LLC for the use of the public right of way immediately in front of and adjacent to the property for outside cafe dining for a term effective June 3, 2025 through May 31, 2026

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

ORDER NO. 27,729

DATE: June 3, 2025

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

THAT, the Mayor be and is hereby authorized to execute an Outdoor Dining Lease Agreement by and between the Mayor and City Council of Cumberland and:

JZ's Pub LLC

detailing terms for the use of the public right-of-way immediately in front of and adjacent to each property for outside café dining for a term effective June 3, 2025 through May 31, 2026.

Raymond M. Morriss, Mayor

OUTDOOR DINING LEASE AGREEMENT

THIS OUTDOOR DINING LEASE AGREEMENT ("Lease") is made and executed this ____ day of _____, 2025, by and between the **Mayor and City Council of Cumberland**, a Maryland municipal corporation (the "City") and **JZ's Pub LLC** ("Lessee").

WHEREAS, Lessee operates a restaurant at 49-51 N. Centre Street, Cumberland, MD 21502;

WHEREAS, the City maintains and/or owns the public right-of-way immediately in front of the restaurant;

WHEREAS, Lessee wishes to expand its operation to include outside café dining on a portion of the public right-of-way adjacent to its restaurant; and

WHEREAS, the City has determined that it is in the interest of the general public to permit the use of a portion of the right-of-way for café dining.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **Demise**. The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee's restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of 6 feet and length of 31 feet, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the "Demised Premises") is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit 1. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

2. **As-Is Condition: No Warranties or Representations**. Except as expressly set forth herein, Lessee accepts the Demised Premises in its as-is where-is condition, with all faults and defects, latent or patent, known or unknown, presently existing or that may arise in the future. The City disclaims all liability and responsibility for any representation, warranty, statement, or information made, communicated, or furnished (orally or in writing) to Lessee or any of its agents, employees or representatives made prior to or following the date of this Agreement unless it is modified as provided for hereinafter.

2. **Term**. The term of this lease shall commence on ~~March 18~~ ^{June 3}, 2025, and shall terminate on ~~October 31, 2025~~ ^{May 31, 2026}, unless sooner terminated as provided for herein.

3. **Use of Property**. The Demised Premises shall be occupied and used by Lessee for the provision of outdoor café dining to Lessee's restaurant customers. Lessee agrees that, in its use of the Demised Premises, it will comply with all present and future valid local, state and federal laws, ordinances, rules and regulations related to the occupancy or use of the Demised Premises.

4. **Special Events**. The City shall be entitled to suspend Lessee's use of the Demised Premises during special events, such as Heritage Days, and shall give Lessee notice of such suspension at least ten (10) days prior to the scheduled event.

5. **Rent.** Lessee, in consideration of the leasing of the Demised Premises and the performance by the City of the covenants to be performed by it, agrees to pay rent to the City in the amount of One Dollar (\$1.00).

6. **Permits, Licenses, Fees.** In addition to the rent specified above, Lessee shall obtain all permits and licenses required by any laws, ordinances, rules or regulations of the City and/or any Federal, State or other governmental agency and shall pay all related fees. The execution of this Lease does not constitute permit approval or licensure by or on the part of the City.

7. **Demarcation / Alcoholic Beverages.** Lessee shall place stanchions and chains along the perimeter of the Demised Premises to control ingress and egress therefrom. Lessee shall be responsible for monitoring the area to ensure that patrons do not take alcoholic beverages off the premises of the Lessee. Any such beverages to be consumed with the Demised Premises shall be served in non-breakable containers. Glass bottles or glasses are not permitted in the area of the Demised Premises.

8. **Furnishings & Equipment.** Lessee shall be responsible for providing all furnishing and equipment for use by its staff and patrons within the area of the Demised Premises. All such furnishings and equipment must be approved by the City before use within said area. Upon the City's request of the City, Lessee shall remove said furnishings and/or equipment from the Demised Premises and store them in a neat and orderly manner.

9. **Rules and Regulations.** The City shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations with respect to the Demised Premises. Lessee shall faithfully observe and comply with such rules and regulations.

10. **Assignment and Subletting.** This Lease and the rights granted hereby shall not be assigned or subletted by Lessee except with the prior written consent of the City. Said consent may be withheld for any reason or no reason at all.

11. **Termination.** Except as provided for hereinafter, either party shall have the right to cancel this Lease by giving the other thirty (30) days advance written notice.

12. **Right of Entry.** The City shall have the right to enter upon the Demised Premises at any time for the purpose of operating, maintaining, repairing, restoring or replacing any public utilities. It may also enter upon the Demised Premises for the purpose of inspecting it to ensure that Lessee is complying with its obligations under the terms of this Lease.

13. **Maintenance.** Lessee shall be responsible for keeping the Demised Premises and all items located therein in good condition and repair. The Demised Premises shall be kept free of garbage and refuse.

14. **Release.** The Lessee hereby irrevocably and unconditionally releases, cancels, and forever discharges the City and its directors, officers, officials, employees, affiliates, agents, and representatives from any and all claims, complaints, causes of action, demands, damages, obligations, liabilities, losses, promises, agreements, controversies, penalties, expenses, and executions of any kind or nature whatsoever, whether known or unknown, actual or potential,

whether arising in law or in equity, which the Lessee may have, may have had, or may in the future obtain, arising out of or relating to any acts, omissions, agreements, or events relating in any manner to this Lease. The provisions of this section shall survive the termination or earlier expiration of this Lease.

15. Insurance. So long as this Lease is in effect, Lessee shall, at its expense, maintain comprehensive general public liability insurance covering personal injury and property damage occurring on the Demised Premises which shall include the City as an additional insured. Such policy shall have minimum single combined liability limits of One Million Dollars (\$1,000,000.00) and shall be written on an occurrence basis. The insurance policy will name the "**MAYOR AND CITY COUNCIL OF CUMBERLAND**" as the Certificate Holder and as an additional insured, and will include an endorsement requiring the insurer to provide the City with no less than thirty (30) days advance written notice of the cancellation of the policy. Immediately upon the execution of this Lease, Lessee shall provide the City with a certificate of insurance evidencing its compliance with the requirements of this section.

16. Indemnification. Lessee shall indemnify, hold harmless and defend the City, its officers, officials, agents, and employees from and against any and all any and all liabilities, damages, claims, costs and expenses, including, but not limited to, attorneys' fees, court costs and litigation expenses, arising from, as a result of, or as an incident to:

- a) Lessee's use of the Demised Premises or the conduct of its business on the Demised Premises;
- b) any act or omission done, permitted or suffered by Lessee, its contractors, licensees, invitees, agents, representatives, or employees on or about the Demised Premises; or
- c) any breach or default in the performance of any obligation of Lessee under the terms of this Lease.

17. Default. After the occurrence of any of the following events, the City shall have the right to terminate this Lease immediately:

- a) In the event that Lessee shall fail to keep and perform, or shall violate the terms, covenants, and conditions of this Lease on its part to be kept and performed, and Lessee shall not have cured or corrected this failure within five (5) days after written notice shall have been given to Lessee.
- b) If Lessee shall make an assignment for the benefit of its creditors, or shall file a petition in bankruptcy or shall be adjudged bankrupt, or the interest of Lessee under this Lease shall be levied upon and sold upon execution or shall, by operation of law, become vested in another person, firm or corporation, because of the insolvency of Lessee, or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this Lease.
- c) In the event that Lessee shall vacate or abandon the Demised Premises (or its restaurant located adjacent thereto), or shall permit them to remain vacant and unoccupied without the consent of the City first obtained.

18. **Repossession Upon Default.** Upon the occurrence of any one or more of the events of default or the expiration of any termination notice, Lessee's right to possession of the Demised Premises shall terminate, and Lessee shall surrender possession of it immediately. In this event, Lessee grants to the City full and free license to enter into and upon the Demised Premises to take possession with or without process of law, and to expel and remove Lessee or any other person who may be occupying it.

19. **Other Remedies.** Each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of such rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law or equity.

20. **Waiver.** One or more waivers of any term, covenant or condition of this Lease by the City shall not be construed to be a waiver of a further or subsequent breach of the same term, covenant or condition.

21. **Notice.** Except as otherwise provided herein, all notices required to be given by the parties to one another under this Lease shall be properly given only if made in writing and either deposited in the United States mail, postage prepaid, certified with return receipt requested, or delivered by hand (which may be through a messenger or recognized delivery or courier service) and addressed as follows:

To the City:

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

To Lessee:

Stacey Friend
JZ's Pub LLC
49 N. Centre Street
Cumberland MD 21502

22. **Governing Law.** The laws and decisions of the State of Maryland shall govern and control the construction, enforceability, validity and interpretation of this Lease, and all other agreements, instruments, documents, exhibits, or schedules executed by the parties pertaining or relating to this Lease or the transactions contemplated herein. Any litigation arising out of this Lease or its terms shall be instituted in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and the parties hereto waive any objection to the venue of such proceedings being in said courts and they further waive any claims that such courts constitute inconvenient fora.

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

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

25. **Severability.** Should any provision of this Lease be found, held or deemed to be unenforceable, voidable or void, as contrary to law or public policy, the parties intend that its remaining provisions shall nevertheless continue in full force and effect and be binding upon the parties and their respective successors and assigns.

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

27. **Entire Agreement.** This Lease contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

28. **Binding Effect.** This Lease shall inure to the benefit of the parties hereto and it shall be binding upon their respective personal representatives, heirs, successors and assigns.

29. **Public Health Contingencies.** The terms and conditions of this Lease are subject to all orders, ordinances, laws, statutes, rules and regulations of local, state and/or federal governments, pertaining to public health concerns, including, but not limited to, pandemics.

30. **Baltimore Street Redevelopment Project.** The terms and conditions of this Lease are subject to modification and/or suspension if and when such action is deemed necessary to accommodate construction during the planned Baltimore Street Redevelopment Project.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first above written.

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

By: _____
Raymond M. Morriss, Mayor

JZ's Pub LLC

By: Stacy Friend (Seal)
Signature

STACEY FRIEND
Printed name

OWNER
Position

Witness

51 m. LENTIL

49 m. LENTIL

BREEZE WAY

0

3

3

0

3

PATIO

PATIO

BENCH

14

3

3 1/2

24

41

Road way

Road way

File Attachments for Item:

. Order 27,730 - authorizing the Mayor to execute a three-year Collective Bargaining Agreement with the United Food and Commercial Workers Local 1994 (Police), as ratified by UFCW 1994 on May 19, 2025, for the period of July 1, 2025 through June 30, 2028.

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

ORDER NO. 27,730

DATE: June 3, 2025

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

THAT, the Mayor be and is hereby authorized to execute a three year Collective Bargaining Agreement by and between the Mayor and City Council of Cumberland and the United Food and Commercial Workers Local #1994 (Police), as ratified by UFCW 1994 on May 19, 2025, for the period of July 1, 2025 through June 30, 2028.

Raymond M. Morriss, Mayor

**FY26 Bargaining-Cumberland City/MCGEO
Union Counterproposal
April 28, 2026
11:26AM**

**City Response
April 28, 2025
(Clean Revised Copy)**

10.2 Salary Schedules

Police Officers covered under this Agreement shall be compensated pursuant to the pay schedules located in Appendix I of this Agreement. The schedules shall reflect a (3%3%) cost of living adjustment for July 1, 2025. percent and The schedules shall reflect a (2.5%) cost of living adjustments or the same cost-of-living adjustment as approved for city wide non-union employees, whichever is higher, for each of the remaining fiscal years of this Agreement. The first cost of living adjustment shall commence **July 1, 2025** with the second adjustment commencing **July 1, 2026** and the third commencing **July 1, 2027**.

Eligible bargaining unit members shall receive a .5% bonus the first full pay period following July 1, 2025.

TA: 4/28/2025

For Cumberland City:

For UFCW Local 1994 MCGEO

Jeff Silka
Jeff Silka, City Administrator

Lisa Blackwell-Brown
Lisa Blackwell-Brown, Esq.
Secretary-Treasurer

Signature: Jeff Silka
Jeff Silka (Apr 30, 2025 10:11 EDT)

Email: jeff.silka@cumberlandmd.gov

FY26 Bargaining – Cumberland City/MCGEO
Union Proposal
12/13/2024
7:57PM

ARTICLE
Work Schedules; Attendance; Hours of Work

NEW SECTION: 10 Hour Shift

The work week of all employees who regularly perform police duties who work ten (10) hour shifts, specific to ~~School Resource Officers (SRO)~~ to special assignments, shall be an average of not more than forty (40) hours. The work schedule for the work week provided for shall consist of four (4) day tours of ten (10) hours each. Each officer rotates their Monday and Friday off so that one certified SRO is working at a time.

Schedule:

Officer A – Monday through Thursday, off Friday, Saturday, Sunday, Monday. The next wee would be Tuesday through Friday, off Saturday, Sunday.

Officer B – Tuesday through Friday, off Saturday, Sunday. The next week would be Monday through Thursday, off Friday, Saturday, Sunday Monday.

TA 1/28/25

For Cumberland City:

Jeffrey F. Silka
Jeff Silka, City Administrator

For MCGEO:

Lisa Blackwell-Brown
Lisa Blackwell-Brown, Esq.
Secretary-Treasurer

Signature: Jeff Silka
Jeff Silka (Jan 30, 2025 14:02 EST)

Email: jeff.silka@cumberlandmd.gov

City Response
March 6, 2025

FY26 Bargaining – Cumberland/MCGEO
Union Counterproposal
February 27, 2025
3:37PM

Reject for Further Discussion

ARTICLE 10
Salary and Wage Rates

10.9 Physical Fitness Incentive Bonus

~~The Employer and the Union agree to meet and discuss the development and implementation of a “Physical Fitness Incentive Program” as a standing item agenda item at the LMRC on a bimonthly basis.~~ (Delete Section)

10.9 Physical Fitness Incentive Bonus

An annual Physical Fitness incentive will be offered to all employees covered by this Agreement. Participation in the Physical Fitness Incentive shall be voluntary and on a scheduled day off. No Employee shall be disciplined or suffer any loss for not participating in or successfully completing the Annual Physical Fitness Incentive. Employees who successfully meet the pre-set minimum standards for the Annual Physical Fitness Incentive shall receive a two-hundred-dollar (\$200) cash bonus.

Employees who successfully complete the Physical Fitness Incentive above a pre-set benchmark shall receive a monetary bonus based upon the percentile range in which the employee ranks in addition to the \$200 cash bonus for passing. (Additional benchmarks listed below.)

Physical Agility Incentive Bonus

Percentile	1.5 Mile Run	Push-Ups	Sit Ups
99th	9.28	77	60
80th (Benchmark 3)	12:32	47	44
50th (Benchmark 2)	14:40	31	34

30th (Benchmark 1)	15:55	24	28
6th (Passing)	19:47	9	14

Individuals who meet or exceed the passing percentile (6th) in all three (3) exercise categories (i.e 1.5 Mile Run, Push-ups and Sit-ups) shall receive a two-hundred-dollar (\$200) bonus.

In addition to the \$200 bonus, individuals may receive additional bonuses based on the benchmark achieved in each individual category.

- a. Benchmark 1 scores shall receive a bonus of \$37.50
- b. Benchmark 2 scores shall receive a bonus of \$75.00
- c. Benchmark 3 scores shall receive a bonus of \$112.50

Benchmark bonuses shall ONLY be available to individuals who meet/exceed the passing percentile in all three (3) exercise categories. Benchmark bonuses shall be paid based on the highest benchmark achieved in each category only

Ex 1: Individual passes the voluntary Physical Fitness test and passes all three (3) exercise categories of Benchmark 1, the individual would receive a total of \$237.50.

Ex 2 Individual passes the voluntary Physical Fitness test and passes all three (3) exercise categories of Benchmark 2, the individual would receive a total of \$275.00.

Ex 3: Individual passes the voluntary Physical Fitness test and passes all three (3) exercise categories of Benchmark 3, the individual would receive a total of \$312.50. (Maximum amount possible)

Bonuses will be paid on the first pay in the following month after the tests are completed. The date of the test date shall be agreed upon with the employer in order to avoid scheduling conflicts.

The test shall be administered by the Cumberland City Police Department Director of Fitness, assistant(s) as needed and a representative from the Cumberland Police Administrative Staff.

10.10 ARPA Premium Pay

~~During FY2022, Employees shall be paid ARPA Premium Pay in addition to the other compensation provided for herein. Employees shall be paid \$3.13/hr. for each hour they actually worked during the period commencing on July 6, 2020 and ending May 15, 2021. ARPA Premium Pay shall be paid by means of a lump sum. This is a one time only benefit and it shall be paid by separate check as soon as is practicable following the date of this~~

Agreement: (Delete Section)

TA: 5/1/2025

For Cumberland City:

Jeff Silka

Jeff Silka, City Administrator

For UFCW Local 1994 MCGEO:

Lisa Blackwell-Brown

Lisa Blackwell-Brown, Esq.
Secretary-Treasurer

Signature: *Jeff Silka*
Jeff Silka (May 1, 2025 15:23 EDT)

Email: jeff.silka@cumberlandmd.gov

Signature: Jeff Silka
Jeff Silka (Mar 25, 2025 13:27 EDT)

Email: jeff.silka@cumberlandmd.gov

ARTICLE 17 Clothing & Laundering Allowance

17.1 (A) Effective on July 1, 2025, each bargaining unit employee will be provided with Three Hundred and Fifty Dollars (\$350) per year clothing allowance to purchase approved uniforms and equipment. In any given calendar year, the maximum accumulation an officer may have in his/her clothing allowance shall be One Thousand Dollars (\$1,000).

(B) In the administration of these clothing allowances, the City shall establish a reasonable "voucher" system under which each employee shall be provided a running account of his/her credits and balances in each calendar year.

(C) In addition, without charge to an officer's uniform allowance, the City shall provide and pay for any uniform changes required as a result of changes made by the employer or damaged in the line of duty.

17.42 When a bargaining unit member is assigned to a unit that requires them to wear plain clothes, they shall be paid a \$500.00 clothing stipend in January and a separate \$500.00 clothing stipend in July. The stipend payments shall be issued separately from payroll payments.

17.23 Bargaining unit members will be provided a uniform cleaning credit in the amount of three hundred thirty dollars (\$330.00) each fiscal year. This credit is non-transferrable between bargaining unit members. From time-to-time, the Employer shall select the vendor that will provide the cleaning services. These cleaning services will be available solely for laundering Cumberland City Police Department issued uniforms.

TA: 3/20/2025

For Cumberland City:

Jeffrey F Silka
Jeff Silka, City Administrator

For MCGEO:

Lisa Blackwell-Brown
Lisa Blackwell-Brown, Esq.
Secretary-Treasurer

FY26 Bargaining – Cumberland City/MCGEO
Union Proposal
December 13, 2024
10:45AM

ARTICLE 18 Holidays

18.1 The following days shall be legal holidays and shall be used as paid vacation days in lieu of holidays:

- (a) New Year's Day
- (b) Martin Luther King's Birthday
- (c) George Washington's Birthday
- (d) Good Friday
- (e) Memorial Day
- (f) Juneteenth (~~June 19th~~)
- (g) Independence Day (July 4th)
- (h) Labor Day
- (i) Columbus Day
- (j) General Election Day
- (l) Veteran's Day
- (k) Thanksgiving
- (l) Day after Thanksgiving
- (m) Christmas Day
- (n) Employee's Birthday

and shall be celebrated on such day as is legally designated, therefore. In addition to those holidays above, when Independence Day (July 4th), Christmas Day or New Year's Day fall on Tuesday, the preceding Monday shall be granted as a holiday; when Independence Day (July 4th), Christmas Day or New Year's Day fall on Thursday, Friday shall be granted as a holiday.

TA 1-18-2025

For Cumberland City:

Jeff Silka, City Administrator

For MCGEO:

Lisa Blackwell-Brown

Lisa Blackwell-Brown, Esq.
Secretary-Treasurer

Signature: *Jeff Silka*
Jeff Silka (Jan 30, 2025 14:02 EST)

Email: jeff.silka@cumberlandmd.gov

City Response
March 6, 2025

Hold for Discussion

*FY26 Bargaining – Cumberland City/MCGEO
Union Proposal
December 13, 2024
12:11AM*

**ARTICLE 19
ANNUAL LEAVE**

19.1 Annual Leave Sell Back Policy

Officers may sell back 50%, up to one hundred and twenty (120) hours, of their earned vacation each fiscal year. The opportunity to sell vacation time will be made available as of October 15th. There shall be two times per year where officers are permitted to sell vacation time. The first election of how much leave shall be made by February 1st. The second ~~Elections~~ election of how much leave shall be made by ~~November 1~~ May 1st. An officer may only sell back leave once in a fiscal year. ~~of each year.~~

TA: 3/6/2025

For Cumberland City:

Jeffrey F Silka
Jeff Silka, City Administrator

For MCGEO:

Lisa Blackwell-Brown, Esq.
Lisa Blackwell-Brown, Esq.
Secretary-Treasurer

Signature: Jeff Silka
Jeff Silka (Apr 8, 2025 14:08 EDT)

Email: jeff.silka@cumberlandmd.gov

TA 4/22/25

City Response #2
April 22, 2025

FY26 Bargaining - Cumberland City/MCGEO
Union Proposal
December 13, 2024
11:29AM

ARTICLE 19
ANNUAL LEAVE

19.1 Carry Over

At the sole discretion of the Chief of Police an employee shall have the opportunity to carry over a mutually agreed to number of holiday/vacation days from one fiscal year to another for extraordinary circumstances. The employee must make a written request to the Chief of Police for consideration of carry over leave.

19.1 Transfer of Annual Leave to Sick Leave

Up to forty (40) hours of unused annual leave not addressed by item 19.9 in this Article will be credited to the employee's accumulated sick leave at the conclusion of the fiscal year.

19.1 Transfer of Annual Leave to Sick Leave

Up to forty (40) hours of unused annual leave not addressed by item 19.9 in this Article will be credited to the employee's accumulated sick leave at the conclusion of the fiscal year.

Combining the above two sections into a new section:

Transfer of Annual Leave in Excess of Maximum Allowable Accumulation to Sick Leave

All accumulated leave in excess of the authorized maximum is forfeited at the end of the leave year (which is the fiscal year). All annual leave forfeited at the end of a leave year for being in excess of an employee's maximum allowable accumulation must be credited to that employee's accumulated sick leave. In addition, subject to budget limitations, an employee may elect to be paid for up to fifty percent (50%) of the excess leave and transfer the remaining excess to the employee's accumulated sick leave.

However, if the Employer has denied the employee the opportunity to use leave in excess of the maximum allowable accumulation during the leave year, or the employee was unable to utilize the benefit of annual leave and denied usage of annual leave due to work obligations and/or operational needs, that amount may be carried over for a period of one year, even if in excess of the maximum allowable accumulation but must be forfeited to sick leave if not used during that period.

Employees may carry over up to 40 hours of vacation to the next fiscal year due to unforeseen circumstances or a planned significant event that caused them to be unable to utilize their full vacation allotment within the current year or have demonstrated a need for additional leave in the upcoming year. Carryover requests will not be considered for failure to plan leave accordingly or scheduling conflicts. Any leave carried over must be used within that year or forfeited to sick leave.

TA: 4/22/2025

For Cumberland City:

Jeff Silka

Jeff Silka, City Administrator

For UFCW Local 1994 MCGEO:

Lisa Blackwell-Brown

Lisa Blackwell-Brown, Esq.
Secretary-Treasurer

Signature: *Jeff Silka*
Jeff Silka (Apr 29, 2025 11:56 EDT)

Email: jeff.silka@cumberlandmd.gov

City Response 2
March 20, 2025

City Response #1
January 28, 2025

City **ARTICLE 20**
SICK LEAVE

20.1 Use of Sick Leave

- (a) Sick leave shall be granted to employees when they are incapacitated by sickness, injury or for medical examination or treatment. An employee shall be able to use sick leave in hour increments.
- (b) An employee may also use sick leave for an illness; injury; medical quarantine; medical, dental, or optical examinations and treatments to immediate family; and for the purpose of attending to immediate family at the time of birth or adoption of a child, ~~provided the time is not used for a period more than the amount of sick leave earned in any calendar year except an employee may request a waiver of this limitation from the Chief of the Department.~~ Extended sick leave will be permitted per the City's adopted FMLA policy.
- (c) ~~Parents of a newborn or newly adopted child may use a sick leave amount in excess of that which is earned in any calendar year when such leave is taken in connection with parental leave.~~
- (d) Immediate family is defined in this article as parent, stepparent, spouse, domestic partner (same or opposite sex), domestic partner (same or opposite sex) brother or sister, child or stepchild, spouse's or domestic partner's domestic partner's parent, grandparent, or legal guardian. In addition, the Department may approve the designation as "immediate family" of an individual residing within the employee's household who is related by blood or affinity and whose close association with the employee is the equivalent of a family relationship. The Department may approve sick leave for individuals that reside in the employee's household that are related by blood or affinity and/or are individuals who are in the legal care and custody of the employee.
- (e) When Sick Leave is used under this section for any person other than then employee, the employee shall provide a doctor's certificate from the treatment provider documenting the attendance at such appointments. If the employee is utilizing Sick Leave under this section for care of an immediate family member, which does not require an outside of the home appointment, the employee shall file a notarized statement detailing the need to be off. Employees will be required to produce a doctor's certificate, which states the nature of the illness when he/she is off from work more than three (3) days in order to be paid for use of sick leave. A record of sick leave will be maintained by the City for each officer.

- (f) If at any time an officer has more than four (4) sick leave occurrences on his/her record, he/she will be required to produce a doctor's certificate before returning to work. The doctor's certificate will state the nature of the officer's illness and ability to return to work. If the employee is utilizing sick leave under this section for care of an immediate family member, as defined in this section, which does not require an outside of the home appointment, the employee shall send an email to their immediate supervisor detailing the need to be off.

TA: 4/4/2025

For Cumberland City:

Jeff Silka
Jeff Silka (Apr 29, 2025 12:00 EDT)
Jeff Silka, City Administrator

For UFCW Local 1994 MCGEO:

Lisa Blackwell-Brown
Lisa Blackwell-Brown, Esq.
Secretary-Treasurer

Signature: Jeffrey F Silka
Jeffrey F Silka (Mar 25, 2025 13:28 EDT)

Email: jeff.silka@cumberlandmd.gov

25.3 Co-Pay Schedule

(a) All employees are entitled to Medical and Hospital Insurance coverage with premiums paid by the Employer based on the table below. The employee may choose from the following categories: Individual, Parent/Child, Husband & Wife, and Family

(b) Insurance Premiums

HIGH OPTION	City Percentage	Employee Percentage
Individual	80%	20%
2 Party	80%	20%
Family	80%	20%

LOW OPTION	City Percentage	Employee Percentage
Individual	90%	10%
2 Party	90%	10%
Family	90%	10%

(c) Prescription Benefit

The Employer further agrees to provide prescription drug program coverage for the employee either full-time or retired under the age of Medicare eligibility, and their immediate family. ~~The Prescription drug program coverage shall include a generic Ten Dollar (\$ 10.00)/ Twenty Dollar (\$20.00) Formulary/and Thirty-Five Dollar (\$35.00) non-formulary drug plan.~~ **The Prescription drug program coverage shall be consistent to what is provided to all other City employees on the plan.**

TA: 3/20/2025

For Cumberland City:

Jeffrey F Silka
Jeff Silka, City Administrator

For MCGEO:

Lisa Blackwell-Brown
Lisa Blackwell-Brown, Esq.
Secretary-Treasurer

FY26 Cumberland Bargaining
Union Counterproposal
April 22, 2025
11:58AM

City Response
April 16, 2025

REJECT

~~FY26 Bargaining — Cumberland/MCGEO~~
~~Union Counterproposal~~
~~February 28, 2025~~
~~11:22AM~~

~~FY26 Bargaining — Cumberland/MCGEO~~
~~Union Counterproposal~~
~~March 31, 2025~~
~~9:18AM~~

ARTICLE 26
Retirement

26.2 Whereas, those terms and conditions are set forth below;

- (a) The UFCW agrees to an administrative fee of .25% (one quarter of one percent) of the employee's base salary payable to the City through payroll deduction, for administration of the LEOPS retirement system.

ADD AS NEW:

The City of Cumberland agrees to perform an independent third-party financial impact analysis of implementing a post-retirement health insurance benefit for employees who retire from the City upon reaching full retirement age according to their unit specific retirement plan. The City shall share the report once completed and accepted with all unions representing employees of the City. The City agrees to re-open the current contract after July 1, 2026, to specifically discuss retirement benefits.

TA: 4/29/2025

Cumberland City

UFCW Local 1994

Jeff Silka
Jeff Silka, City Administrator

Lisa Blackwell-Brown
Lisa Blackwell-Brown, Esq.
Secretary Treasurer

- (b) ~~Upon retirement, a death benefit in the amount of six thousand dollars (\$6,000) shall be provided to an employee with at least ten (10) years of service.~~

- (c) ~~The Non-Medicare Eligible Retiree Health Insurance benefits plan will be provided to full-time employees who retire directly from City service and who are at least 50 years of age and have completed ten (10) years of continuous service or who have at least twenty (20) years of continuous service regardless of age. The Employer will not allow for additional dependents to be added to any retiree's current policy after retirement, regardless of the date of retirement.~~
- (d) ~~Employees covered by this Agreement who retire directly from City service and have completed ten (10) years of service, regardless of age, shall pay sixty-two and one-half per cent (62 ½ %) of health insurance premiums upon retirement. For every additional year of continuous City service the Employee's contribution shall decrease proportionally for each full year of service by eight and 75/100 percent (8.75%) to twenty-five per cent (25%) at twenty (20) years of continuous service.~~
- (e) ~~Retirees are automatically transferred to a private Medicare exchange plan, and receive benefits under the plan, as of the first day of the month in which Medicare eligibility is attained. A Health Reimbursement Arrangement (HRA) account will be established on behalf of each retiree into which a predetermined dollar amount is placed monthly by the Employer. Retirees will select a Medicare Supplemental Plan from participating health insurers and plan options and/or use the dollars to pay for uncovered medical expenses at the retiree's option.~~
- (b) ~~Upon retirement, a death benefit in the amount of six thousand dollars (\$6,000) shall be provided to an employee with at least fifteen (15) years of service.~~
- (c) ~~Cumberland City will provide a medical health benefit allowance in the amount of one thousand (\$1,000) a month to full-time employees who retire directly from City service and who are at least 50 years of age and have completed fifteen (15) years of continuous service or who have at least twenty-five (25) years of continuous service regardless of age. The Employer will not allow for additional dependents to be added to any retiree's current policy after retirement regardless of the date of retirement.~~
- (d) ~~The medical health benefit allowance will be provided upon final separation from the Cumberland City Police Department. Employees in DROP will not be eligible until final separation from City employment.~~
- (e) ~~This medical health benefit allowance is to assist in offsetting the cost of health insurance for retired employees in lieu of the City providing health insurance upon retirement until such time the Retirement Steering Committee (refer to the Memorandum of Understanding) implements a retirement package for the officers.~~
- (f) ~~Retirees are automatically transferred to a private Medicare exchange plan, and receive benefits under the plan, as of the first day of the month in which Medicare eligibility is attained. Retirees will select a Medicare Supplemental Plan from~~

~~participating health insurers and plan options and/or use the dollars to pay for uncovered medical expenses at the retiree's option.~~

Signature: Jeff Silka
Jeff Silka (Apr 29, 2025 10:33 EDT)

Email: jeff.silka@cumberlandmd.gov

32.2 Uniforms and Equipment

- (a) The Employer shall furnish **any specific or specialized** equipment, clothing, shoes, and supplies **mandated** for the protection of the employee in the exercise of their duties under the most hazardous conditions. Such equipment, clothing, shoes, and supplies shall be the best quality for the job as determined by the Chief of Police after consultation with the suppliers of these items. **Items required under this section shall be outside the scope of the Uniform Allowance in Article 17.** There shall be at least three (3) styles of shoes available.
- (b) The Employer shall be responsible for having all required patches, chevrons, service stripes, etc., attached to uniforms.
- (c) The Employer shall provide for replacement of **basic duty** shoes where appropriate and necessary **outside the scope of the Uniform Allowance in Article 17.**

TA: 3/20/2025

For Cumberland City:

Jeff Silka, City Administrator

For MCGEO:

Lisa Blackwell-Brown

Lisa Blackwell-Brown, Esq.
Secretary-Treasurer

Signature: *Jeffrey F Silka*
Jeffrey F Silka (Mar 25, 2025 13:28 EDT)

Email: jeff.silka@cumberlandmd.gov

Cumberland City Police
CONTRACT RATIFICATION
TALLEY SHEET

DATE: May 19, 2025

TIME: 4:30PM

ACCEPT: 19

REJECT: 0

PERSONS THAT COUNTED THE BALLOTS:

1. 

2. _____

File Attachments for Item:

. Order 27,731 - accepting the proposal from Tyler Technologies for the renewal of the LOGOS.net Finance/HR/time and attendance system support and maintenance contract for a one year term through June 30, 2026 at a cost not to exceed \$91,289.07

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

ORDER NO. 27,731

DATE: June 6, 2025

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

THAT, the renewal proposal from Tyler Technologies, Inc., PO Box 203556, Dallas, TX, 75320-3556, to provide maintenance and support services pertaining to their current contract regarding the Logos.NET Finance/HR system/Time and Attendance, for one (1) additional year through June 30, 2026, be and is hereby accepted for the amount not to exceed Ninety One Thousand Two Hundred Eighty Nine Dollars and Seven Cents (\$91,289.07); and

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

Raymond M. Morriss, Mayor

Budget: 001.033.48200

Council Agenda Summary

Meeting Date: ?

Key Staff Contact: Johnna Byers, Director IT

Item Title:

Logos.NET Finance/HR support one year extension 2025-2026
Time and Attendance one year support/use extension 2025-2026

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

For 8 years, the city was in a contract with Tyler/New World for support and maintenance on the Logos.NET Finance/HR system. That contract expired June 30, 2022. The past three years, with Mayor and Council approval, we entered a one year extension so that we still have support and maintenance on the product. We can renew this contract each year unless we decide to terminate. IT recommends renewing the contract this year.

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

This is a sole source request as support is only provided by Tyler Technologies.

This order is also for Time and Attendance support and services also provided by Tyler Technologies.

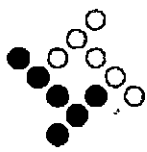
This integrated time and attendance software standardizes time, leave and scheduling by making the processes systematic, paperless, and centralized into a software that controls the process and workflow while electronically interfacing to the LOGOS HR/Payroll Software. It is accessed through timeclock, computer, or mobile phone to enter time, check schedules, request and approve leave, calculate overtime and minimum call back hours, request and approve shift changes for police and fire, and many other features. The City's existing badges have been tested and work with the time clocks.

This software reduces manual recordkeeping, reduces manual scheduling, reduces manual data entry, increases accountability, and provides electronic time tracking and scheduling. This system adds time clocks at the municipal service center and is anticipated to add time clocks to the wastewater and treatment plants. These time clocks allow for time entries to be electronically transferred to each employee's time record without a personal computer and can be used to complete leave requests and timecard submissions.

The software includes advanced scheduling for the Police and Fire Departments to manage the advanced scheduling complexities. Supervisors can manage and approve scheduled work shifts, time off requests, trade requests, court appearances, training, availability and more from a computer or mobile device. For the employee, virtually everything is visible and accessible from one electronic calendar. The fire department presently uses a ledger book to manually enter and track the schedules while the police department uses a computer program with limited capabilities.

The software is hosted by Tyler Technologies in a software as a service arrangement and is not hosted on the City of Cumberland servers.

The amount for this, \$91,289.07, is budgeted from 001.033.48200, software maintenance.



tyler
technologies

Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

V 223
001 143.00
reclass to
001.033 48201
as of 7/1/25
Johnna/Mark

Invoice

Invoice No	Date	Page
045-518279	06/01/2025	1 of 2

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



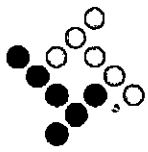
MAY 15 '25 PM 2:52

Bill To CITY OF CUMBERLAND
57 NORTH LIBERTY STREET
CUMBERLAND, MD 21502-2312

Ship To CITY OF CUMBERLAND
57 NORTH LIBERTY STREET
CUMBERLAND, MD 21502-2312

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
49889 - MAIN - MAIN	225369		USD	NET30	07/01/2025

Contract Date	Description	Units	Rate	Extended Price
Contract No.: Cumberland, MD				
15/Feb/2022	eEmployee Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	6,266.70	6,266.70
15/Feb/2022	Asset Management Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	2,035.73	2,035.73
15/Feb/2022	HR/Payroll Analytics Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	2	808.65	1,617.30
15/Feb/2022	Financial Management Base Suite Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	75	174.54	13,090.50
15/Feb/2022	Misc. Billing & Receivables Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	2,194.02	2,194.02
15/Feb/2022	Project Accounting Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	2,035.73	2,035.73
15/Feb/2022	Purchasing Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	3,781.87	3,781.87
15/Feb/2022	Third Party Document Imaging Interface Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	1,416.05	1,416.05
15/Feb/2022	Add'l HR Standard Users Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	15	202.22	3,033.30
15/Feb/2022	HR Base Suite Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	20	523.60	10,472.00
15/Feb/2022	Position Budgeting Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	2,506.93	2,506.93
15/Feb/2022	CD Standard Users Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	20	0.00	0.00
15/Feb/2022	Decision Support Base Datamart Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	2,630.86	2,630.86
15/Feb/2022	Finance Analytics Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	2	808.65	1,617.30
15/Feb/2022	Bank Rec Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	2,908.19	2,908.19
15/Feb/2022	eSuite Base (Payments) Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	4,073.92	4,073.92
05/Jul/2023	Advanced Scheduling Mobile Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	3,141.02	3,141.02
05/Jul/2023	Time & Attendance Mobile Access License Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	4,008.69	4,008.69



tyler
technologies

Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-518279	06/01/2025	2 of 2

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

Bill To CITY OF CUMBERLAND
57 NORTH LIBERTY STREET
CUMBERLAND, MD 21502-2312

Ship To CITY OF CUMBERLAND
57 NORTH LIBERTY STREET
CUMBERLAND, MD 21502-2312

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
49889 - MAIN - MAIN	225369		USD	NET30	07/01/2025

Contract Date	Description	Units	Rate	Extended Price
05/Jul/2023	Time & Attendance Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	15,118.58	15,118.58
05/Jul/2023	Advanced Scheduling Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	9,340.38	9,340.38

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	91,289.07
Sales Tax	\$0.00
Invoice Total	91,289.07

File Attachments for Item:

. Order 27,732 - declaring 315 Bond Street to be surplus property to offer for sale

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

ORDER NO. 27,732

DATE: June 3, 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. 315 Bond Street Tax ID No. 05-002451

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, 733 - approving the hourly rate increase for the City Solicitor Michael Cohen to \$185/hour effective July 1, 2025

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

ORDER NO. 27,733

DATE: June 3, 2025

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

THAT, the hourly billing rate for the City Solicitor Michael Cohen be \$185.00/ hour
and effective July 1, 2025.

Raymond M. Morriss, Mayor