



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 St. Cumberland, MD 21502

DATE: November 04, 2025

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Presentations

1. Recognition of the promotion of Lieutenant Eric Bonner to Captain of the Cumberland Police Department

Approval of Minutes

1. Approving the Regular Session Minutes of October 7, 2025, Closed Work Session Minutes and Open Work Session Minutes of October 14, 2025 and the Closed Work Session Minutes of October 21, 2025

Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

New Business

(A) Ordinances

1. Ordinance 4029 (*1st reading*) – authorizing the transfer of 454-456, 458-460, 462, 464, 470, 472, 474-476 and 478-480 Baltimore Avenue to Christiansen Properties LLC for the purchase price of \$400
2. Ordinance 4030 (*1st reading*) - authorizing the transfer of 114-116 Winton Place to Mardoce LLC for the purchase price of \$100

(B) Orders (Consent Agenda)

1. Order 27,883 - accepting the proposal from Laurel Auto Group Inc. for a 2026 Ford Expedition, including upfit, at a cost not to exceed \$59,412.60

- [2.](#) Order 27,884 - authorizing the execution of a grant agreement with Maryland Historical Trust to accept grant funding in an amount not to exceed \$11,790 to be used for the preparation and nomination of the Dumbhundred Historic District to the National Register of Historic Places, and authorizing the City Comptroller to accept these funds
- [3.](#) Order 27,885 - authorizing the execution of an Easement Agreement by and between the Mayor and City Council of Cumberland and Kacey Barb for the property located at 215 Cumberland Street to facilitate the replacement and construction of the Cumberland Street Bridge in exchange for \$1,500, and allowing the terms of the Easement Agreement to be modified by consent of the City Engineer and City Solicitor for the sake of clearing up any title issues, without further action on the part of the Mayor and City Council
- [4.](#) Order 27,886 - accepting certain bids received for the "2025 Sale 7 of Surplus Vehicles and Equipment on GovDeals" and rejecting all other bids
- [5.](#) Order 27,887 - accepting the proposal from Percy Public Affairs, LLC to provide lobbying and government relations services for the term of November 2, 2025 through November 1, 2026 in the amount not to exceed \$45,000
- [6.](#) Order 27,888 - authorizing the execution of an Outdoor Dining/Outdoor Seating Lease Agreement with Frank and Stein's Beverage DBA Downtown D'Atri Pasta & Subs, Elizabeth Scramm DBA Gus & Oliver Children's Boutique, Azadarmaki Glolamreza DBA Azad's and Queen City Creamery and Deli for the use of the public right of way immediately in front of and adjacent to the property for a term effective November 1, 2025 through October 31, 2026
- [7.](#) Order 27,889 - authorizing Change Order No. 2 with Upright Fence Co. for additional gates and fencing needed beyond the original scope of the flood repair project at the Gene Mason Sports Complex in the amount not to exceed \$5,320, bringing the new total not to exceed \$46,955
- [8.](#) Order 27,890 - approving the SWOT Analysis and accompanying goals and strategic initiatives derived from the Mayor and City Council Goal Setting Session
- [9.](#) Order 27,891 - approving a Historic District Tax Incentive Program credit for property at 138 Baltimore St. (Tax No. 14-004343), owned by CG Enterprises, based on total eligible project costs of \$503,677 for a Property Tax Credit of \$50,368 valid for 5 years, along with a property tax assessment freeze for a period of 4 years
- [10.](#) Order 27,892 - approving Change Order No. 1 with Carl Belt, Inc. for additional work at several locations within the project scope due to site limitations and conditions for the Downtown ADA Improvements (Project 16-21-M), in the not to exceed amount of \$69,510.19, bringing the new project total to \$223,720.19
- [11.](#) Order 27,893 - accepting the sole source proposal from Roblee Historic Preservation, LLC for the update to the Maryland Inventory of Historic Places documentation for the Dumbhundred District in the not to exceed amount of \$11,790

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

1. Approving the Regular Session Minutes of October 7, 2025, Closed Work Session Minutes and Open Work Session Minutes of October 14, 2025 and the Closed Work Session Minutes of October 21, 2025



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: October 7, 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; Shannon Berry, Assistant to the City Clerk; Acting Chief Bonner; Chief Adams; and Chief Candidate James Pyles

IV. Statement of Closed Meeting

The Mayor and City Council of Cumberland met in public session beginning at 4:30 p.m. in the 2nd floor Conference Room of City Hall on Tuesday, September 23, 2025 for the purpose of immediately closing the meeting to conduct interviews for the Chief of Police position and to hold discussion relative to the same. 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 to the Bishop Walsh Mock Trial team in recognition of winning the 2025 Maryland State Championship.

Mayor Morriss spoke to the team and read the recognition into record and a photograph was taken with the Mayor and City Council Members.

2. Presentation of awards given in recognition of employee career milestone anniversaries.

5 Years

Brody Anderson, Water Distribution – not in attendance
Tyler Gibbs, Water Distribution – not in attendance
Seith Beeghly, Fire Department – not in attendance
Melinda Kelleher, Business Development/ Main Street Manager – not in attendance

10 Years

Lisandro Ross, Water Distribution

15 Years

Charles Snyder, Central Services – not in attendance - Greg began his career with the City in 2010 as an electrician at the Waste Water Treatment Facility and then promoted to Central Services Maintenance Coordinator in 2016

Joshua Skidmore, Central Services – Josh began his career in 2010 as an electrician at the Waste Water Treatment Facility and later transferred to Central Services - not in attendance

20 Years

Brooke Cassell, Director of Public Works – Mr. Silka spoke of Brooke's career noting that she is a pleasure to work with despite the challenging position due to the urgency of addressing issues especially during inclement weather. She is an outstanding leader and asset to the City.

A picture was taken with Brooke and the Mayor and City Council Members.

25 Years

Michael Crosten, Water Filtration – longest tenured employee at the Water Filtration Plant, he always displays positive attitude and his contributions are greatly appreciated.

A picture was taken with Brooke and the Mayor and City Council Members.

30 Years

William Bauman, Street Department – not in attendance

3. Swearing in of the new City of Cumberland Police Chief

Mayor Morriss spoke of James “Jimmy” Pyles noting that he knows what our City needs and we have the right candidate when it comes to law enforcement.

Mayor Morriss administered the Oath of Office to Chief of Police James Pyles.

Chief Pyles thanked Mr. Silka, the Mayor, and the City Council for the opportunity given to him. He then explained that his career started with the Cumberland City Police Department in 1989. Throughout his career in Maryland, he firmly stands by the quote “one life one day” when discussing the heroin and opioid epidemic, and he has spoken at many schools to raise awareness. He plans to continue that mission in the City of Cumberland.

VI. Directors Reports

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

(A)Public Works

1. Maintenance Division Monthly Report for September 2025

(B) Utilities- Flood, Water, Sewer

1. Utilities Division Water/Sewer Monthly Report for September 2025

VII. Approval of Minutes

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

1. Approving the Closed Session Minutes, Open Work Session Minutes, and Regular Session Minutes of September 16, 2025, and the Closed Session Minutes of September 23, 2025

VIII. Public Comments for Agenda Items Only

All public comments are limited to 5 minutes per person

Max Green thanked the Mayor and City Council for adopting the new language for Ordinance 4028. He wished the Chief good luck in his new role and expressed how grateful the West Side neighborhood is for the police department listening sessions.

IX. New Business

(A) Resolutions

1. Resolution R2025-07 (*1 reading only*) - Declaring the intent to reimburse expenditures paid with respect to a project generally identified as Evitts Creek CSO Phase Four or Evitts Creek CDO P-4 from proceeds of "Reimbursement Bonds" in accordance with U.S. Treasury Regulation Section 1.150-2

READING: The resolution was submitted in title only for its reading. **Motion** to approve the resolution was made by Council Member Frazier, seconded by Council Member Cioni, and was passed on a vote of 5-0.

2. Resolution R2025-08 (*1 reading only*) - Declaring the intent to reimburse expenditures paid with respect to projects generally identified as vehicles, physical security upgrades, Shades Lane watermain replacement, garage doors and lift replacements, heavy machinery upgrades and repairs, solar power array and switch gear, and gate operator replacement from proceeds of "Reimbursement Bonds" in accordance with U.S. Treasury Regulation Section 1.150-2

READING: The resolution was submitted in title only for its reading. **Motion** to approve the resolution was made by Council Member Lepley, seconded by Council Member Furstenberg, and was passed on a vote of 5-0.

(B) Ordinances

1. Ordinance 4028 (*1st reading*) - to repeal and reenact Section 15-80 of the City Code pertaining to the applicability and short title of the parades, special events and small events Ordinance in order to add a statement of the purpose of the said Ordinance

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.

(C) Orders (Consent Agenda)

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

1. Order 27,848 - declaring certain Cumberland Police Department vehicles to be surplus property and authorizing them for sale, trade in, scrap or disposal
2. Order 27,849 - authorizing the Acting Chief of Police to accept the FY26 Police Accountability, Community and Transparency (PACT) Grant in the amount of \$79,525 to assist with the annual body camera hardware/software costs and to purchase an interview room recording system
3. Order 27,850 - authorizing the Acting Chief of Police to accept the FY26 MPCTC Professional Development Fund Grant in the amount of \$1,200 to purchase scenario-based airsoft handguns to be used during training

4. Order 27,851 - approving a \$100,000 contribution to Canal Place in support of the Sediment Management Plan associated with the River Park at Canal Place, and authorizing an increase to the FY 26 General Fund City Hall donation budget in the amount of \$100,000
5. Order 27,852 - authorizing the execution of an Outdoor Dining Lease Agreement with Curtis Coney Island Famous Weiners 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 November 1, 2025 through October 31, 2026
6. Order 27,853 - authorizing appointments to the Cumberland Housing Authority and the Zoning Board of Appeals
7. Order 27,854 - 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 "Fall Fest" Event on October 18, 2025 from 4:00 PM to 11:59 PM; notwithstanding, that open glass containers shall not be permitted
8. Order 27,855 - abating City property taxes for the Carver Center, 340 Frederick Street (Tax ID's 23-001233 and 23-003422) for Tax Years FY25 and FY26
9. Order 27,856 - accepting the proposal from PMA Companies to provide Workers Compensation Insurance for Fiscal Year 2026 for the estimated amount of \$1,060,182 and authorizing execution of a Prefund Deductible Reimbursement and Security Agreement to effect the coverage
10. Order 27,857 - authorizing the execution of a contract of sale between the Mayor and City Council of Cumberland and Ellen Beth Dunlay Dysart, authorizing the purchase of the property known as Lots 12-14, Block 7, Johnson Heights Addition in Cumberland, MD (Tax ID's 04-009770 and 04-009789) for the purchase price of \$7,900
11. Order 27,858 - authorizing the engagement of Rivers & Roads Consulting for the Attainable Housing Coalition Strategic Plan in the lump sum amount of \$20,000, plus travel costs; with the funding source for this plan being the ICMA Economic Mobility Cohort Grant
12. Order 27,859 - rescinding Order No. 26,960, originally approved on February 15, 2022, and authorizing the Chief of Police to offer certain incentives to Cumberland Police Department employees
13. Order 27,860 - authorizing the execution of Change Order No. 1 with Metro Recreation for the 2024 Gene Mason Complex Poured-in-Place Safety Surfacing (City Project 2024-19-RECR) for costs associated with the removal of sand and

preparation of the site in the amount not to exceed \$12,400, bringing the total project cost not to exceed \$148,731

14. Order 27,861 - authorizing the execution of an Employment Agreement by and between the Mayor and City Council of Cumberland and James R. Pyles for the position of Police Chief to be effective October 7, 2025, for a three (3) year term, with automatic one-year renewals thereafter, contingent upon terms of the agreement
15. Order 27,862 - authorizing Carl Belt, Inc. to perform emergency repair work on the manhole structure on Mechanic Street in the amount not to exceed \$94,894.55
16. Order 27,863 - accepting the proposal from Belt Paving, Inc. to provide mill, patch and paving work on Oldtown Road and Wempe Drive in the amount not to exceed \$199,251.65, which is in accordance with Section 2-171(c) of the City Code, utilizing the Maryland State Highway Administration's (SHA) existing contract with Belt Paving
17. Order 27,864 - declaring real property known as Walnut Island to be surplus property to be offered for sale
18. Order 27,865 - executing a donation agreement between the Mayor and City Council of Cumberland and Loretta Parker, Personal Representative of the Estate of Sharon L. Brimhall, for the donation of the parcel of real property at 124-126 Arch Street and the improvements thereon, if any, to the City, and accepting the deed effecting the transfer of said property
19. Order 27,866 - adopting the Brand Guide, effective this date
20. Order 27,867 - declaring real property known as 840 Gephart Drive and 414 Grand Avenue to be surplus property to be offered for sale

IX. Public Comments

All public comments are limited to 5 minutes per person.

Michael Mudge addressed the Mayor and City Council regarding a project he is currently working on to place a marker on an unmarked grave of a city employee who died in the line of duty. Isaac Foreman and Nathaniel Rice were involved in a tragic accident while installing a sewer drain; they were accidentally buried alive when the 13-foot ditch they were working in collapsed. Isaac Foreman is buried beside his wife, but Nathaniel Rice's grave remains unmarked. In partnership with the

Cumberland Historic Cemetery Organization, a six-foot marker is being erected at his grave. A dedication ceremony is scheduled for Sunday, November 2, 2025, at 2:00 PM, and they invite a member of the Council or the Street Department to deliver a speech in honor of both men.

X. Adjournment

With no further business at hand, the meeting adjourned at 6:57 p.m.

Minutes approved on_____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____

Mayor and City Council of Cumberland

Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, October 14, 2025; 4:00 p.m.

On October 14, 2025, the Mayor and City Council met in public session beginning at 4:00 p.m. in the 2nd floor Conference Room of City Hall for the purpose of immediately closing the meeting to receive an update regarding the Messick Road Property and potential businesses locating to the site. Authority to close the session is provided by Section 3-305(b)(4) of the General Provisions Article of the Annotated Code of Maryland.

MOTION: Motion to enter into Closed Session was made by Council Member Frazier seconded by Council Member Furstenberg, 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; Matt Miller, Executive Director CEDC; and Stu Czapski, Economic Development Specialist



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, October 14, 2025; 4:30 pm

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

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Michael Cohen, City Solicitor; Matt Miller, Executive Director CEDC; Stu Czapski, Economic Development Specialist.

I. UPDATE REGARDING THE COMPREHENSIVE INVESTMENT PROGRAM

Stu Czapski distributed a handout outlining the project and the associated costs and reviewed the following updates:

- The Façade Improvement Program has a balance of \$35K, with three projects still to be completed. 60 Pershing Street, 82 Baltimore Street for the Baltimore Street Grill, and 10-12 S. Mechanic Street. All are expected to be finished before the end of the year.
- The Residential Development, has a balance of \$93K. CG Enterprises was given the opportunity to split its funds between the two buildings (113 & 138 Baltimore Street). Dave Romero (55 Baltimore Street) is completing work inside

and is on the final draw. Most recipients are waiting for an occupancy permit before the second half of the funds can be disbursed.

- Some of the Business Attraction grant recipients are struggling to maintain the number of full-time employees required by the grant, while the rest have completed or are nearing completion. \$12K of the funds are not committed, which leaves four businesses in the primary district eligible for funding.

Per Council inquiry, Matt Miller provided the following updates on vacant and new interest:

- The Peskins building is currently listed for \$650K and was appraised at \$347K a year ago. The building would require a complete remodel, including new HVAC and electrical. There has been some interest but no commitment.
- The old M&M bakery location has been purchased, and the buyer would like to keep it as a bakery but is looking for a tenant.
- Tin Roof Bakery is putting together a budget for the equipment needed.
- The old CVS building is not currently listed but has been shown to interested parties. No committed interest at this time.
- Nancy Lepley has received several offers for purchase for the building, including her offer price, but has declined.

II. GENERAL CEDC BUSINESS UPDATE

To address transportation issues in the city, the CEDC is launching a pilot program through the Cumberland Rideshare Drivers Support Program, funded by a \$12K grant. The program will offer financial help and resources to assist up to 10 drivers in becoming qualified Rideshare operators with Lyft or Uber. Eligible participants must commit to 60 hours of Rideshare activity per month in or around the city. Drivers may receive \$1K in reimbursements after submitting the necessary documentation to the CEDC. The program aims to improve transportation for residents, visitors, and workers.

The Chambers After Hours event will take place at the Rosenbaum building tomorrow night, and everyone is invited; food will be provided by Lefty's.

The CEDC has completed the Ready Appalachian Training program, a competitive capacity-building initiative designed to help local organizations strengthen their ability to plan, fund, and deliver projects within the region. The staff participated in hands-on training focused on areas such as project planning, federal grant navigation, and long-term sustainability. Participation increased the ability to vet new investments for Cumberland and ensured we are prepared for future funding

opportunities. We are now eligible to receive a \$20K ARC grant, which is specific to graduates and can be used for hiring consultants and purchasing software.

Additionally, the CEDC has applied for the Rural Collaborative Training program to work with federal reserve experts and national partners, aiming to align local projects and obtain federal opportunities.

Regarding the Surveillance Project, following the closure of the Queen City Underpass, the CEDC has been working closely with the Police Department to develop a plan for reallocating funds previously designated for surveillance in the Underpass. It has been decided that the best option is to purchase a second surveillance trailer. Approval for the grant funding was received on October 1, 2025, and the trailer was ordered on October 9, 2025. It is expected to arrive by the end of October. The City's \$10K pledge is appreciated to cover the 20% shortfall in grant funding. The project generated \$245,700.

III. ADJOURNMENT

With no further business at hand, the meeting adjourned at 5:04 p.m.

Respectfully Submitted,

Allison K. Layton_____

City Clerk

Minutes approved on_____



Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, October 21, 2025; 4:00 p.m.

On October 21, 2025, the Mayor and City Council met in public session beginning at 4:00 p.m. in the 2nd floor Conference Room of City Hall for the purpose of immediately closing the meeting to (A) discuss pending litigation with CSX and potential litigation pertaining to a dispute over the amounts owed for utilities from a particular customer as permitted by Section 3-305(b)(8) of the General Provisions Article of the Annotated Code of Maryland; (B) receive legal advice from the City Solicitor relative to the availability of a particular tax credit and potential revisions to code enforcement provisions in the City Code, as permitted by Section 3-305 (b)(7); and (C) to receive legal advice from the City Solicitor with regard to the West side bridges also as permitted by Section 3-305(b)(7) of the said General Provisions Article.

MOTION: Motion to enter into Closed Session was made by Council Member Frazier seconded by Council Member Furstenberg, 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; Ken Tressler, Director of Administrative Services; Robert Smith, City Engineer; and Ruth Davis-Rogers, Historic Preservation Coordinator.



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, October 21, 2025; 5:15 pm

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

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

Media: Hannah Fout, WCBC

I. GOAL SETTING SESSION REVIEW

Mr. Silka referred to the Goal Setting Review on September 24, 2025 and presented the SWOT analysis based on the feedback from the Mayor and City Council. He reviewed updated key points from each category from the session as well as the Mission Statement. All of Council agreed to the updates and Mr. Silka advised it will be ready to put on the agenda for the next meeting for approval.

II. CITY ADMINISTRATOR UPDATES

Mr. Silka advised of a tentative grand opening for the Skatepark for November 8, 2025, a time is still being determined.

Of the 17 benches available for naming opportunities, eight have been sold and some interest in the waterfall.

III. REVIEW OF THE PUBLIC MEETING AGENDA OF OCTOBER 21, 2025

Mr. Silka reviewed the agenda and provided insight on the following items:

- Order No. 3 refers to our salt appropriation with Cargill, Inc. at \$143 a ton.
- Order No. 8 refers to the top dressing and seeding from First Fruits Excavating.
- Order No. 9 refers to the increased costs for the River Park project that the Canal Place will cover.
- Order No. 12 refers to the easement for 231 Cumberland Street for the Cumberland Street bridge repair.

Mayor Morriss referenced Order No. 7 to purchase a Fairbanks Nijhuis pump for \$168,800. He was informed by Bobby Smith that four pumps are needed. Last year, \$300K was allocated for three pumps. Rising costs are challenging us, as inflation pushes prices higher. Specialty parts are bid on with a 24-month lead time, during which their prices increase.

IV. MAYOR AND CITY COUNCIL UPDATES

Roger Collins, a former city employee, will be hosting a chili cook-off this coming weekend from 2:00-5:00 at 221 Mary Street. Proceeds are given to a cancer patient or the cancer center.

Allegany Leadership Rising and the Chamber of Commerce events drew an excellent turnout.

Councilman Furstenberg reminded us of Homecoming and the event held at his residence, with proceeds given to Let's Beautify Cumberland. A second charity is under consideration.

Last Friday, the Mayor and City Council and the City staff hosted the City

of Brunswick, MD, for a tour of downtown and a discussion on the revitalization of Baltimore Street. Groups were taken to various departments to observe operations, and the tour ended with lunch at Lefty's. The town of Poolesville has also expressed interest in visiting.

Ribbon Cutting for Red Hen's liquidations this Thursday at 11:00 AM at 631 Mechanic Street. Also, the 25th Anniversary for the Kensington will be held this Thursday at 2:00 PM

The Appropriations Committee will be hosted by the City this Friday from 10:30-1:30 at the Rosenbaum building.

With no further business at hand, the meeting adjourned at 6:04 p.m.
Respectfully Submitted,

Allison K. Layton _____
City Clerk

Minutes approved on _____



Mayor and City Council Of Cumberland

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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: October 21, 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; and Chief Pyles

IV. Statement of Closed Meeting

The Mayor and City Council of Cumberland met in public session beginning at 4:00 p.m. in the 2nd floor Conference Room of City Hall on Tuesday, October 14, 2025 for the purpose of immediately closing the meeting to receive an update regarding Messick Road Property and potential businesses locating to the site. Authority to close the meeting is provided by Section 3-305(b)(4) of the General Provisions Article of the Annotated Code of Maryland.

The Mayor and City Council of Cumberland met in public session beginning at 4:00 p.m. in the 2nd floor Conference Room of City Hall on Tuesday, October 21, 2025 for the purpose of immediately closing the meeting to (A) discuss pending litigation with CSX and potential litigation pertaining to a dispute over the amounts owed for utilities from a particular customer as permitted by Section 3-305(b)(8) of the General Provisions Article of the Annotated Code of Maryland; (B) receive legal advice from the City Solicitor relative to the availability of a particular tax credit and potential revisions to code enforcement provisions in the City Code, as permitted by Section 3-305 (b)(7); and (C) to receive legal advice from the City Solicitor with regard to the West side bridges also as permitted by Section 3-305(b)(7) of the said General Provisions Article.

V. Presentations

1. Recognition of the retirement of Lieutenant Andrew Tichnell

Chief Pyles discussed Lieutenant Tichnell and his career, which started in 2001. His roles included serving as a school resource officer, DARE program instructor, and investigator, responsible for the arrest and conviction of Steven Westfall, with whom he worked on America's Most Wanted in that case. He was promoted to Corporal in the C3I unit, and shortly after, to Sergeant.

Lieutenant Tichnell played a crucial role in starting the CPD Summer Camp Program, educating high school students about the dangers of drinking and driving. His most recent achievement is Project Connect, which links numerous community resources to help those in need and on parole re-enter society. He has spent

many years volunteering as a coach for the Dapper Dan Little League and soccer, and he serves on the director staff at the Salvation Army.

2. Presentation of awards given in recognition of employee career milestone anniversaries.

Chief Pyles spoke of Cameron Gibbner, who has served the City of Cumberland for five years. A graduate from AC with an Associate's Degree in Criminal Justice, and the Police academy in 2021. His career includes serving on the CERT team, as a field training officer, and as a firearms instructor. He never hesitates to volunteer, and he looks forward to working with him.

A photograph was taken with the employees, the Mayor, and City Council Members.

Proclamations

1. Proclaiming the week of October 20th through October 24th, 2025 as Economic Development Week in Cumberland.

Mayor Morriss read the proclamation into the record, and a photograph was taken with Matt Miller, the CEDC's Executive Director.

Matt Miller spoke on behalf of the Cumberland Economic Development Commission (CEDC), noting the acknowledgment highlights ongoing collaborations with the City, local businesses, community partners, and residents. Economic Development is about creating opportunities, supporting entrepreneurs, and helping existing businesses thrive.

VI. Directors Reports

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

(A) Administrative Services

1. Administrative Services Monthly Report for September 2025

(B) Fire Department

1. Fire Department Monthly Report for September 2025

(C) Police Department

1. Police Department Monthly Report for September 2025

VII. Approval of Minutes

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

1. Approving the Open Work Session Minutes for September 24, 2025, and the Open Work Session Minutes for October 7, 2025

VIII. Public Comments for Agenda Items Only

All public comments are limited to 5 minutes per person

No participants signed up for public comment

IX. Unfinished Business

(A) Ordinances

1. Ordinance 4028 (*2nd and 3rd readings*) - to repeal and reenact Section 15-80 of the City Code pertaining to the applicability and short title of the parades, special events and small events Ordinance in order to add a statement of the purpose of the said Ordinance

SECOND READING: Motion to accept the second reading was made by Council Member Cioni, seconded by Council Member Lepley, and was passed on a vote of 5-0.

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

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

X. (A) Orders (Consent Agenda)

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

1. Order 27,868 - authorizing the execution of an Outdoor Dining Lease Agreement with Coachs Entertainment Enterprises, LLC T/A Mezzos, Embassy Theater Corporation, SHAFCO T/A City Lights American Grill and Bar and Uncle Jack's Pizzeria and Pub Inc. 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 November 1, 2025 through October 31, 2026
2. Order 27,869 - accepting the sole source proposal from Link Computer Corporation for the renewal of the Cisco WebEx cloud based phone system for a one year term from November 29, 2025 to November 29, 2026 in the amount not to exceed \$30,135
3. Order 27,870 - approving of the sole source proposal from Cargill, Inc. to provide road salt for an amount not exceed \$200,000 for the term September 1, 2025 - August 31, 2026, with pricing obtained through the statewide contract
4. Order 27,871 - accepting the bid from low responsive bidder L/B Water Service for the purchase of 4500 feet of 8" C900 water pipes for the Shades Lane water main replacement project in the amount not to exceed \$100,000 for the entire project
5. Order 27,872 - declaring real property known as 429 Central Avenue to be surplus property to be offered for sale
6. Order 27,873 - authorizing Change Order No. 1 with Belt Paving, Inc., due to additional quantities required to complete the paving work on Oldtown Road and Wempe Drive in the amount not to exceed \$1,656, bringing the new project total to \$200,907.65
7. Order 27,874 - approving the sole source purchase from Sydnor Hydro, Inc., for one Fairbanks Nijhuis 16" B5741 Vertical Coupled Angleflow Pump in the total amount not to exceed \$168,800

8. Order 27,875 - accepting the proposal from First Fruits Excavating to provide mowing, rolling, top-dressing and aerating/seeding of the existing outfields at Gene Mason Sports Complex in the amount not to exceed \$40,179.23
9. Order 27,876 - authorizing the execution of Change Order No. 3 with Civil & Environmental Consultants, Inc., for costs associated with obtaining information on the water levels to do future hydraulic modeling for the River Park and North Branch Potomac Industrial Dam Removal project (City Project 2022-39-FPM), in an increased amount of \$9,025, bringing the total project price not to exceed \$139,105; with the cost covered by Canal Place's Economic Development Administration funds, which will be transferred to the City
10. Order 27,877 - accepting proposal from First Fruits Excavating to repair the infields at Gene Mason Sports Complex in the amount not to exceed \$25,107.96
11. Order 27,878 - authorizing the Chief of Police to accept the FY26 Maryland Center for School Safety SRO grant in the amount of \$49,000 to provide adequate police coverage in and around our city's schools. The grant will pay officers overtime to supplement our school resource activities which include providing additional officers to patrol our schools and interact with the children during school days as well as extra-curricular activities
12. Order 27,879 - authorizing the execution of an Easement Agreement by and between the Mayor and City Council of Cumberland and the Allegany County Human Resources Commission, Inc., for the property located at 231 Cumberland Street to facilitate the replacement and construction of the Cumberland Street Bridge in exchange for \$2,300, and allowing the terms of the Easement Agreement to be modified by consent of the City Engineer and City Solicitor for the sake of clearing up any title issues, without further action on the part of the Mayor and City Council
13. Order 27,880 - authorizing the abatement of City Real Property taxes and interest for the properties at 840 Gephart Drive, 429 Central Avenue and 491 Baltimore Avenue
14. Order 27,881 - approving the final renewal year of the maintenance service contract with Southern Corrosion, Inc., for the Water Tank Maintenance Service Contract (Project 2023-03-WTR), in the not to exceed lump sum cost of \$140,499.87
15. Order 27,882 - declaring five filing cabinets to be surplus and authorizing them to be recycled or scrapped

IX. Public Comments

All public comments are limited to 5 minutes per person.

Ed Taylor Jr., President of the Cumberland Historic Cemetery Organization, is present to invite those in attendance to All Souls Day, which will be celebrated on November 2, 2025. The unveiling of a 6-foot Victorian monument for Nathaniel Rice, a City employee who died on November 9, 1906, while digging a trench in South Cumberland. The event will begin at 2:00 PM at the German Beneficial Cemetery on Baltimore Avenue. He expressed his appreciation for our current Mayor and City Councilmembers.

Evan West, a resident of 69 Greene Street, is present with a request from many residents for Cumberland to be declared a Safe Haven for LGBTQIA+ individuals. A petition from the Cumberland Pride Facebook Page will go live tomorrow, inviting anyone interested to sign it. Individuals from all backgrounds can benefit from this and read a letter explaining the context of the request.

Alan Septoff thanked the Mayor and City Council for the modification to Ordinance 4028. He mentioned that many of his friends live in fear of what the government or bigots might do to the LGBTQIA+ community. He is requesting the support of the Mayor and City Council to declare Cumberland a Safe Haven Community. He also pointed out that similar ordinances are already in place in some parts of the US.

Father Lark Muncy, Pastor of St. Luke's Lutheran Church, is present in support of Safe Haven. He feels it is imperative to come together and protect the rights and dignity of LGBTQIA+ individuals, and he is asking for the consideration to ensure everyone can live freely and authentically.

Frank Asher thanked the Mayor and City Council for the modification to the verbiage of Ordinance 4028. He also read a letter from Pam Reynolds expressing her gratitude for the changes to the Ordinance. He went on to speak about Safe Haven, as he identifies as LGBTQIA+. While he has been able to live openly, many people are not as fortunate. He feels this is a way for Cumberland to include transgender individuals in protections.

Robert Christopher, a resident of Shades Lane, is here to address the water line construction. He praised the city workers for their good work and kindness to residents, and then addressed the issue of speeding on the street. He suggested that once the project is finished and the road is paved, improved signage or speed bumps being installed. He has spoken to the Police Department about this issue and is requesting awareness to address it.

XI. Adjournment

With no further business at hand, the meeting adjourned at 7:04 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____

File Attachments for Item:

. Ordinance 4029 (*1st reading*) – authorizing the transfer of 454-456, 458-460, 462, 464, 470, 472, 474-476 and 478-480 Baltimore Avenue to Christiansen Properties LLC for the purchase price of \$400

ORDINANCE NO. 4029

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF CHRISTIANSEN PROPERTIES, LLC FOR THE PURCHASE OF THE PARCELS OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 454-456, 458-460, 462, 464, 470, 472, 474-476 AND 478-480 BALTIMORE AVENUE, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of certain parcels of real property located at 454-456, 458-460, 462, 464, 470, 472, 474-476 and 478-480 Baltimore Avenue, Cumberland, MD 21502 (the "Properties");

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

WHEREAS, the Properties were included in a solicitation for bids for the purchase of the Property;

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

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Properties for the sum of Four Hundred Dollars (\$400.00) subject to the following terms and conditions:

- A. The Properties will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties or representations of any kind, which is in substantially the same form as the Exhibit A attached hereto;
- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashier's check or money order. A total of three (3) personal checks/cashier's checks/money orders must be presented to the City Clerk.
 - i. \$60.00 deed recordation fee made payable to "Circuit Court for Allegany County".
 - ii. The purchase price, pro-rated City real estate taxes and \$115.00 deed recordation service fee made payable "City of Cumberland".
 - iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".
- E. Cash will not be accepted. Improperly remitted payments will be returned.
- F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the

rejection of the Purchaser's bid unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

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

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

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

Passed this _____ day of _____, 2025.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

QUITCLAIM DEED

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

WITNESSETH:

That for and in consideration of the sum of _____ Dollars (\$____) and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, his/her/its/their personal representatives, heirs and assigns (or replace the preceding 5 words with “successors and assigns” if the Grantee is a corporation, LLC, etc.), all of the City’s right, title, interest and estate in and to the following-described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL

BEGINNING

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

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

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

TO HAVE AND TO HOLD the above-described property unto the Grantee, _____ in fee simple forever.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

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

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

I HEREBY CERTIFY, that on this ____ day of _____, 2025, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said municipal corporation; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$_____ and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

ATTORNEY CERTIFICATION

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

MICHAEL SCOTT COHEN

Subject Property

_____, Cumberland, MD 21502
Tax ID No.:

Council Agenda Summary

Meeting Date: November 4, 2025

Key Staff Contact: Ken Tressler or Kevin Thacker

Item Title:

Property sales – Baltimore Ave parcels (see below):

Address		Tax ID
454-456	Baltimore Ave	23-011999
458-460	Baltimore Ave	23-005999
462	Baltimore Ave	23-004178
464	Baltimore Ave	23-012774
470	Baltimore Ave	23-011433
472	Baltimore Ave	23-014130
474-476	Baltimore Ave	23-011719
478-480	Baltimore Ave	23-014114

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

An ordinance is being presented for consideration for the sale of several vacant lot Baltimore Ave. properties. The city received an offer from Christiansen Properties, LLC for \$400 to purchase the 8 parcels. Their ultimate goal is to acquire additional adjacent parcels to build townhomes on the site (see attached letter).

The parcels were acquired by the City of Cumberland between the dates of October 2003 and March 2015. The city donated the properties to Cumberland Neighborhood Housing in June 2016 and they were returned in June 2017. The properties have not been on the tax rolls for years. The city is currently spending about \$3,800 annual to maintain the properties. They have a combined assessment of \$9,200 which will generate around \$100 in annual city taxes until improved or reassessed.

Budget number:

Grant, bond, etc. reference: City revitalization program

Baltimore Ave Development Plan

Addresses: 454-456, 458-600, 462, 464, 470, 472, 474-476, 478-480 Baltimore Ave

Company: Christiansen Properties LLC

Date: October 2, 2025

Current Projects:

926 Maryland Ave – Purchased and renovated into current 3br 1 bath rental at \$1,100 per month.

315 Bond Street – Title transfer in process. Clean up started. Plan to refurbish.

Company Mission Statement: Christiansen Properties LLC is committed to providing quality affordable housing to the residents of both Cumberland Maryland.

Plan: The current plan is to acquire the above referenced lots on Baltimore Ave and hold until such a time townhomes are required for future city growth. The large scale plan is contingent on the acquisition of 466/468 Baltimore Ave. Currently the property is for sale, but not at a reasonable price for the condition of the home. Additionally, acquisition of 484 and 486 would also be preferable to maximize the development.

Back-Up Plan: In the event that all lots are not acquired, or there is community push back on the project, there are two possible backup plans. One plan would scale back the project to three or four single family homes or duplexes. The other would involve contacting local homeowners to see if they were interested in expanding their current lots. Any of the three plans would offer eventual tax revenue to the City of Cumberland while not being tasked with maintaining the properties at taxpayer expense.

Recognition of Maintenance: Christiansen Properties acknowledges that while waiting for these properties to be acquired it is our responsibility to maintain the lots and keep them looking groomed and maintained for the current residents in the community.

Timeframe: While it is impossible to guarantee a possible start and completion date, it is our intention to start the project within 2-3 years from acquisition of the current city properties, with the additional properties also being acquired. It has yet to be determined, based on which plan is actually executed, to provide if these will be starter homes for resale or possible rental townhomes. Once that realization is clear, Christiansen Properties will notify the city planning department.

File Attachments for Item:

. Ordinance 4030 (*1st reading*) - authorizing the transfer of 114-116 Winton Place to Mardoce LLC for the purchase price of \$100

ORDINANCE NO. 4030

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF MARDOCE, LLC FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 114-116 WINTON PLACE, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 114-116 Winton Place, Cumberland, MD 21502 (the "Property");

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

WHEREAS, the Property was included in a solicitation for bids for the purchase of the Property;

WHEREAS, the City has since received a bid for the purchase of the Property from Mardoce, LLC (the "Purchaser") for the sum of One Hundred Dollars (\$100.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of One Hundred Dollars (\$100.00) subject to the following terms and conditions:

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

substantially the same form as the Exhibit A attached hereto;

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

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

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

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

Passed this _____ day of _____, 2025.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

QUITCLAIM DEED

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

WITNESSETH:

That for and in consideration of the sum of _____ Dollars (\$____) and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, his/her/its/their personal representatives, heirs and assigns (or replace the preceding 5 words with “successors and assigns” if the Grantee is a corporation, LLC, etc.), all of the City’s right, title, interest and estate in and to the following-described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL

BEGINNING

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

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

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

TO HAVE AND TO HOLD the above-described property unto the Grantee, _____ in fee simple forever.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

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

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

I HEREBY CERTIFY, that on this ____ day of _____, 2025, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said municipal corporation; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$_____ and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

ATTORNEY CERTIFICATION

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

MICHAEL SCOTT COHEN

Subject Property

_____, Cumberland, MD 21502
Tax ID No.:

Council Agenda Summary

Meeting Date: November 4, 2025

Key Staff Contact: Ken Tressler or Kevin Thacker

Item Title:

Property sales -Tax ID 06-015794, 114-116 Winton Place

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

An ordinance is being presented for consideration for the sale of 114-116 Winton Place. Mardoce LLC offered \$100 for this vacant lot that the City acquired in December 2016. The buyer intention is to construct a mixed use (commercial/residential) property of the parcel.

The property was first offered on round 2 of the City's sealed bid surplus property sales in December 2021. It has an assessed value of \$3,300 and the city is spending approximately \$800 annually to maintain the property.

Budget number:

Grant, bond, etc. reference: City revitalization program

File Attachments for Item:

. Order 27,883 - accepting the proposal from Laurel Auto Group Inc. for a 2026 Ford Expedition, including upfit, at a cost not to exceed \$59,412.60

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

ORDER NO. 27,883

DATE: November 4, 2025

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

THAT, the proposal from Laurel Ford, 135 Ford Drive, Windber, PA 15963, for the purchase of one (1) 2026 Ford Expedition, including upfit, in the not to exceed amount of Fifty Nine Thousand Four Hundred Twelve Dollars and Sixty Cents (\$59,412.600) be and is hereby approved.

Raymond M. Morriss, Mayor

Budget:
001.040.64000

Council Agenda Summary

Meeting Date: November 4, 2025

Key Staff Contact: Chief James R. Pyles

Item Title: FY26 Laurel Auto Group Inc. Quote for 2026 Ford Expedition

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

Request to accept the bid from Laurel Auto Group Inc. for a 2026 Ford Expedition, including upfit, at a cost of \$59,412.60.

Amount of Award:

Budget number: 001.040.64000

Grant, bond, etc. reference:

Prepared for: CITY CUMBERLAND

POLICE

Prepared by: Chuck Jefferson

10/21/2025



Laurel Ford | 135 Ford Drive Windber Pennsylvania | 159632605

2026 Expedition 4dr 4x4 XL (U1G)

Price Level: 620 | Stock No: MUST BE ORDERED | VIN: CHIEF CAR

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$57,400.00
Options	\$0.00
Colors	\$0.00
Upfitting	\$6,207.60
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$2,595.00
Subtotal	\$66,202.60

Pre-Tax Adjustments

Code	Description	MSRP
Gov Disc 2	costar 013-E22-248	-\$6,790.00
Total		\$59,412.60

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

File Attachments for Item:

. Order 27,884 - authorizing the execution of a grant agreement with Maryland Historical Trust to accept grant funding in an amount not to exceed \$11,790 to be used for the preparation and nomination of the Dumbhundred Historic District to the National Register of Historic Places, and authorizing the City Comptroller to accept these funds

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

ORDER NO. 27,884

DATE: November 4, 2025

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

THAT, the Mayor be and is hereby authorized to execute a grant agreement by and between the Mayor and City Council of Cumberland and Maryland Historical Trust (MHT) to accept grant funding in an amount not to exceed Eleven Thousand Seven Hundred Ninety Dollars and No Cents (\$11,790.00) to be used for the preparation and nomination of the Dumbhundred Historic District to the National Register of Historic Places; and

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

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: 11/4/2025

Key Staff Contact: Ruth Davis - Rogers

Item Title: *Certified Local Government Grant Agreement from the Maryland Historical Trust*

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

Funding to hire a consultant who will prepare and submit a nomination form for the Dumbhundred Historic District to be listed on the National Register of Historic Places

(Being placed on the National Register does not add this district to the local historic district or require homeowners to be regulated by the Historic Preservation Commission. This designation will allow for homes in the district to be able to receive tax credits and grant funding for improvements made to their properties)

Award: FFY25 CLG Project Grant Mayor and City Council of Cumberland - 5480

Amount of Award: \$11,790.00

CERTIFIED LOCAL GOVERNMENT GRANT AGREEMENT

This grant agreement (the “**Agreement**”) is entered into as of the Effective Date (as defined in Section 1.c below), by and between **Mayor and City Council of Cumberland** (the “**Grantee**”) and the STATE OF MARYLAND (the “**State**”) acting by and through the MARYLAND HISTORICAL TRUST (“**MHT**”) an instrumentality of State government in which the Maryland State Historic Preservation Office (the “**SHPO**”) is located.

RECITALS

- A. The Certified Local Government (“**CLG**”) Program (“**Program**”) established under the National Historic Preservation Act of 1966, as amended, and the regulations set forth at 36 C.F.R. Part 61 (“**Federal Regulations**”), enables the National Park Service of the United States Department of the Interior (“**NPS**”) to allocate federal funds (“**CLG Funds**”) to State Historic Preservation Offices to make sub-grants to designated CLG jurisdictions or other appropriate entities to carry out eligible historic preservation activities;
- B. MHT is authorized under § 5A-318 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended (“**Act**”), to accept and disperse federal CLG Funds for the purposes of the Program, as further described in the CLG Grant Guidelines (“**Guidelines**”), as amended from time to time, which are available online at https://mht.maryland.gov/Documents/grants/grants_clg_guidelines.pdf;
- C. Grantee has applied to MHT for CLG Funds for the project described herein (“**Grant Application**”); and
- D. In reliance upon the information contained in the Grant Application, MHT has determined that the proposed project is consistent with the provisions of the Program, the Federal Regulations, and the Guidelines, and has approved an award of CLG Funds for the project on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MHT and Grantee agree as follows:

1. **Grant and Project Terms.**

- a. MHT has agreed to provide Grantee with CLG Funds in an amount not to exceed \$11,790.00 (“**Grant**”) to assist Grantee in carrying out the following work:

To prepare and submit a nomination of the Dumbhundred Historic District to the National Register of Historic Places (collectively the “**Scope of Work**” or “**Project**”).

- b. Grantee shall use the Grant only for the Scope of Work described above and shall complete and operate the Project in accordance with the terms and conditions of this Agreement and its exhibits, the Federal Regulations, the Guidelines, and the Historic Preservation Fund Grant Manual available at

<https://www.nps.gov/subjects/historicpreservationfund/historic-preservation-fund-grant-manual.htm> (“**HPF Grants Manual**”). Changes to the Scope of Work or the approved plans and specifications must be approved by the MHT project monitor identified in Section 11.a below (“**Project Monitor**”).

- c. Environmental Certification: Based upon a review of the Grant Application, proposal narrative, and the supporting documentation contained in the Grant Application, it has been determined that the proposed Project, Nomination of the Dumbhundred Historic District to the National Register of Historic Places, meets the criteria for categorical exclusion under 516 DM 6.

Applicable Categorical Exclusion B(9)

2. **Grantee’s Match.** If required by MHT, Grantees shall provide a matching contribution in an amount equal to the Grant (“**Match**”), as set out below:

CLG GRANT FUNDS	\$11,790.00
REQUIRED MATCH	\$0.00

The Match must be used to pay for Project expenses described in the Scope of Work and must be consistent with the requirements set out in the Guidelines. The Match may include funds derived from other public or private sources; provided however, that no federal funds may be used for any part of the Match.

3. **Term of Agreement.** This Agreement shall remain in effect until all requirements of the Agreement have been satisfied, including MHT’s acceptance of all required Project Deliverables and the receipt of a satisfactory Final Report, as set out in the following Project Timetable:

5/28/2025	“ PROJECT START DATE ”: Grantee may incur Project costs on or after this date.
12/31/2025	“ PROGRESS REPORT DUE DATE ”
5/15/2025	“ DRAFT PROJECT DELIVERABLES DUE DATE ”: Draft Project Deliverables must be submitted to Project Monitor for review no later than this date.
6/30/2026	“ PROJECT END DATE ”: Grantee must complete Project Scope of Work and incur all expenses for reimbursement by this date.

7/31/2026	“FINAL REPORT DUE DATE”: Grantee must submit a Final Report, including all final Project Deliverables and all requested financial documentation, with a completed final Request for Payment.
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4. **Reports; Extensions; Inspection.**

- a. Progress Report. Unless waived by MHT, the Grantee must submit to MHT electronic progress reports using MHT’s online grants software system on the Progress Report Due Date set forth in Project Timetable. The progress report must identify work completed, work still in progress and work newly initiated during the report period, and assess whether time schedules are being met, or other performance goals are being achieved. Progress reports shall include a Payment Request, if applicable.
- b. Final Report. Grantee shall submit to MHT an electronic final report using MHT’s online grants software system by the Final Report Due Date set forth in Project Timetable (**“Final Report”**). The Final Report must include the completed Final Report form, a Final Payment Request and supporting documentation, and Final Project Deliverables, as described in Section 5 below. Failure to submit the Final Report may result in the forfeiture and/or recapture of Grant funds.
- c. The progress reports, the Final Report, and the Project Deliverables shall be satisfactory to MHT in form and content.
- d. Extensions. At its discretion MHT may extend any date set forth in the Project Timetable, provided that the Grantee demonstrates to MHT’s satisfaction that the circumstances warrant such extension. An extension may be offered by MHT in writing or by email, and shall be deemed to be accepted by Grantee if Grantee fails to refuse the extension in writing or by email within 10 calendar days from the date the extension is offered. Should the Grantee at any time determine that the Project will not comply with any of the dates set forth in the Project Timetable, the Grantee shall immediately notify the Project Monitor identified below to determine what actions need to be taken.
- e. Project Inspection. The Grantee agrees to meet at MHT’s request for the purpose of reviewing the Project’s progress. Either party may request other meetings from time to time. The Grantee and any of its contractors or subcontractors will permit on-site inspections of the Project by representatives of MHT, NPS, the State, and the Secretary of the Interior of the United States (the **“Representatives”**), upon reasonable notice and during reasonable working hours, during the term of the Agreement. All work performed in connection with the Project is subject to approval by MHT.

5. **Project Deliverables.** Grantee must deliver the following items in a form and content satisfactory to MHT (collectively, the “**Project Deliverables**”), as described below:

- a. A digital copy of one (1) National Register Registration Form, with all supporting materials, submitted on an archival CD or DVD;
- b. A digital copy of one (1) National Register Registration Form, submitted via MHT's online grants system as part of the final project report; and
- c. Three (3) hard copies of the documents specified above, including all photographs, maps, and graphics.

Grantee must submit copies of all draft Project Deliverables by the Draft Project Deliverables Due Date set forth in the Project Timetable, allowing 45 days for MHT’s review and comment. Revised final Project Deliverables incorporating MHT’s comments must be submitted with the Final Report by the Final Report Due Date.

6. **Special Conditions.**

- a. The project shall be undertaken in conformance with the National Register Bulletin: How to Complete the National Register Registration Form (<https://www.nps.gov/subjects/nationalregister/upload/NRB16A-Complete.pdf>), How to Apply the National Register Criteria for Evaluation (https://www.nps.gov/subjects/nationalregister/upload/NRB-15_web508.pdf), and Standards and Guidelines for Architectural and Historical Investigations in Maryland (https://mht.maryland.gov/Documents/research/Survey_standards_architecture_web.pdf). All deliverables will be prepared in consultation with MHT’s National Register Administrator.
- b. MHT concurs with the selection of Roblee Historic Preservation, LLC for this project. In the event that the Grantee wishes to retain additional consultant(s), Grantee shall coordinate procurement with MHT’s National Register Administrator, including, but not limited to, providing for review and approval of (1) a draft Request for Proposals (RFP) and (2) qualifications of the preferred consultant candidate prior to final selection.

7. **Incurring Project Costs.**

- a. Grantee may begin incurring Project expenses on the Project Start Date and must expend all Grant funds on or before the Project End Date.
- b. All costs incurred by Grantee prior to the Project Start Date are incurred voluntarily, at Grantee’s risk and on its own credit and expense. MHT, in its sole discretion, may reimburse the Grantee for any such costs or pay grant funds for eligible costs that are anticipated to be incurred. Grantee’s rights to be reimbursed with Grant proceeds shall be governed by the provisions of this Agreement.

- c. Project expenses incurred before the Project Start Date (unless otherwise approved by MHT under Section 7.b above), or Project expenses incurred after the Project End Date, and Project expenses submitted to MHT after the Final Report Due Date set forth in the Project Timetable are not eligible for reimbursement from Grant proceeds.
- d. If the Project is completed for an amount less than that reflected in the Project Budget, the amount of the Grant may be reduced.
- e. Should the Grantee at any time determine that the Project will not comply with the Project Budget, the Grantee shall immediately notify the Project Monitor to determine what actions need to be taken.

8. Payment of Grant Proceeds.

- a. Provided that Grantee is not in default under the Agreement, and subject to the satisfaction of the Special Conditions set forth in Section 6 and the availability of federal funds, Grant funds will be paid as the Project progresses for reimbursement of eligible Project costs. Payments will be made in response to requests for payment (“**Request for Payment**”) submitted by Grantee by email or through MHT’s online grants software system.
 - i. All Requests for Payment shall be satisfactory to MHT, shall identify all costs incurred for which the payment is being sought, and shall include copies of the appropriate source documentation.
 - ii. MHT will approve the payment of Grant funds within 30 days of determining that a Request for Payment is for an amount that is due and payable under this Agreement and includes: (1) Grantee’s federal employer identification number, is applicable; (2) a grant agreement identification number or another adequate description of the Project or this Agreement; and (3) any additional documentation required by MHT.
 - iii. Requests for Payment must be submitted with the progress report and final report described in Section 4. MHT may request the Grantee to accrue or estimate the expenditures for the last Disbursement Request of the federal fiscal year ending September 30th, to meet federal reporting requirements.
- b. With the exception of Program grants made to designated Third-Party Administrators, Grant funds shall be paid on a reimbursement basis; no funds shall be paid until Grantee has incurred eligible Project cost at its own expense. In no event shall MHT reimburse more than the maximum amount of the Grant.
- c. Costs eligible for reimbursement shall be determined in accordance with the approved Scope of Work.

- d. The final payment of the Grant shall be made after Grantee's completion of the Project to the satisfaction of MHT, and Grantee's submission of the following items, satisfactory in form and content to MHT, on or before the Final Report Due Date:
 - i. The Final Report;
 - ii. The final Request for Payment; and
 - iii. The final Project Deliverables defined in Section 5 of the Agreement.

9. Standard of Work.

The Project shall conform to relevant industry professional standards, the terms and conditions of this Agreement, and the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (<https://www.nps.gov/subjects/historic-preservation/upload/standards-guidelines-archeology-historic-preservation.pdf>), as well as the Standards and Guidelines for Architectural and Historical Investigations in Maryland (https://mht.maryland.gov/Documents/research/Survey_standards_architecture_web.pdf) or the Standards and Guidelines for Archeological Investigations in Maryland (https://mht.maryland.gov/Documents/archaeology/Archeology_standards_investigations.pdf), as applicable to the Project.

- 10. Acknowledgement of MHT Support.** As set forth in greater detail in Section 6 of the Terms & Conditions attached hereto as Exhibit A, Grantee must acknowledge MHT's support of the Project in any public pronouncements or materials about the Project.

- 11. Notices.** All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be delivered either in writing, or submitted electronically through MHT's grants management software system, as directed by MHT. Any written communication delivered by U.S mail shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

- a. Communications to MHT by mail shall be sent to the Project Monitor or such other person as may be designated by MHT:

Nell Ziehl, Project Monitor
Maryland Historical Trust
100 Community Place
Crownsville, Maryland 21032

- b. Communications to Grantee shall be mailed to:

Mrs. Ruth Davis-Rogers
Mayor and City Council of Cumberland
57 North Liberty Street

Cumberland, Maryland 21502
(301) 759-6431
ruth.davis-rogers@cumberlandmd.gov

Grantee must notify MHT of any changes in its address within 10 days of the date the change becomes effective. Failure to notify MHT may delay payment of the Grant proceeds.

12. **Further Assurances and Corrective Instruments.** Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by MHT or NPS to comply with any existing or future State or federal regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.
13. **Entire Agreement; Amendment.**
 - a. This Agreement constitutes the entire agreement between the parties, and supersedes all prior communications between the parties, whether written or oral.
 - b. Except for extensions under Section 4.d of this Agreement, no amendment of this Agreement shall be binding upon either party unless such amendment is in writing duly executed by both parties hereto.
 - c. Changes to the Project Scope are subject to MHT's determination that the proposed change is (i) warranted by the circumstances presented by Grantee; and (ii) in accordance with the Scope of Work, the Program, and the Guidelines.
 - d. The Project Monitor for MHT is authorized to execute amendments regarding changes to the Project Scope.
 - e. Grantee hereby authorizes its Project Administrator to execute amendments to the Agreement on behalf of Grantee, unless Grantee notifies MHT in writing of a different authorized signatory for such amendment.
14. **Assignment.** This Agreement may not be assigned without MHT's prior written approval.
15. **Assignment of Claims.** The Grantee may not make an assignment of claims arising under this Agreement without obtaining the prior written consent of MHT or NPS. In the event such an assignment is authorized, the Grantee, not the assignee, shall prepare and submit invoices. Where such an assignment has been made, the original invoice is to be mailed directly to the assignee.
16. **Severability.** The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions hereof.

17. **Entire Agreement.** This Agreement and its accompanying Exhibits constitute the entire agreement between the parties and supersede all prior oral and written agreements between the parties hereto with respect to the Grant.
18. **Governing Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland.
19. **Costs.** Grantee shall bear all costs incident to the Grant including, without limitation, as applicable, fees for title insurance, property insurance, or other insurance coverages that may be required by MHT, recordation fees, and Grantee’s attorneys’ fees, if any.
20. **Voluntary Termination.** MHT and Grantee shall have the right to terminate this Agreement for any reason upon 30 days’ written notice to the other party. In the event of voluntary termination by MHT, Grantee’s authority to request payments shall cease and Grantee shall have no right, title, or interest in or to any of the Grant funds not yet paid to Grantee. At the time of termination, Grantee shall return to MHT any funds paid to Grantee but not yet expended by Grantee as authorized by this Agreement.
21. **Execution in Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts (including facsimile counterparts or as a “PDF” or similar attachment to an email), all of which when taken together shall be deemed one original. This Agreement may be electronically signed; an electronic signature appearing on the Agreement is the same as a handwritten signature for the purposes of validity, enforceability, and admissibility if the signature is an act of the person to whom the signature is attributed.
22. **Authority to Sign.** The undersigned representative of Grantee warrants, under penalty of perjury, that they possess the legal authority to sign this Agreement on behalf of Grantee and that this Agreement has been duly authorized, executed, and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee. For Grantees that are corporations or organizations, if the undersigned is not the director of Grantee’s board, an elected officer of Grantee, or an executive director, president, or equivalent position appointed pursuant to Grantee’s bylaws, additional documentation is required to confirm that the undersigned representative has authority to bind Grantee.

The authorized signatures for Grantee and MHT below signify their acceptance of the terms of this Agreement:

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____

Name: _____

Title: _____

MARYLAND HISTORICAL TRUST

By: _____
Elizabeth Hughes, Director

Date of Execution
(Effective Date)

SHPO CERTIFICATION:

As the duly authorized representative, I certify that this subgrant will be administered, and work will be performed under the supervision of a professional meeting appropriate 36 C.F.R. 61 requirements, in accordance with the Historic Preservation Fund Grants Manual June 2007 Release, available online at https://www.nps.gov/orgs/1623/upload/HPF-GrantsManual_2011-508.pdf, and the Secretary of the Interior's "Standards and Guidelines for Archeology and Historic Preservation." All documentation required by the Historic Preservation Fund Grants Manual will be maintained on file for audit and State Program Review purposes. All proposed costs for personal compensation charged to the federal or nonfederal share of this subgrant are within the maximum limit imposed by Chapter 13, Section B. 34.e. of NPS-49. These costs have been assessed by knowledgeable MHT staff and found to be within the normal and customary range of charges for similar work in the local labor market, and appear to be appropriate charges for the product to be achieved with grant assistance.

Elizabeth Hughes, Director, Maryland Historical Trust/
State Historic Preservation Officer

Date

Attachments:

Exhibit A

Terms & Conditions

EXHIBIT A

TERMS & CONDITIONS

The following terms and conditions govern, and are incorporated into, the Grant Agreement to which they are attached:

1. General and Special Covenants.

- a. The Grantee shall directly supervise the Project. MHT may request permission to participate on the selection committee for the review of personnel to be employed on this Project.
- b. The Grantee shall immediately notify the Project Monitor of a change in Grantee's Project Administrator, or in any persons named or expressly identified to MHT as key Project personnel. Grantee shall fill a vacancy in the Project Administrator position within one month of the position becoming vacant.
- c. To the extent permitted by law, MHT will make available to the Grantee upon request pertinent information MHT has on file regarding the Project or the Grant. MHT will also assist the Grantee by making its staff available for consultation and technical advice. Grantee agrees to accept technical assistance from MHT if MHT deems it necessary.
- d. The Grantee and/or its agents are responsible for complying with all federal, State, and local laws applicable to the Project. This responsibility includes, but is not limited to, compliance with applicable non-discrimination, equal opportunity, fair practices, accessibility, local zoning, building, and public safety codes, and federal and State licensing, permitting, and environmental requirements.
- e. Grantee grants to MHT the non-exclusive intellectual property right to use any work that Grantee may create, make, or develop that is funded in whole or in part by the Grant, including but not limited to articles, books, papers, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, and computations (collectively, "**Materials**"). MHT shall have the right to use the Materials without restriction or limitation, and without compensation to Grantee.

2. Default and Remedies.

- a. A default under this Agreement shall occur if:
 - (i) Grantee fails to comply with any of the covenants, agreements, or certifications made by Grantee in this Agreement;

- (ii) At any time any representation or warranty made by Grantee in connection with the Grant, the Agreement, or the Grant Application shall be incorrect in any manner;
 - (iii) Grantee knowingly makes or causes to be made any material misstatement of fact, including an understatement or overstatement of financial condition, in a statement or report required under the Agreement, the Grant Application, a Request for Payment, or affecting the Grant in general;
 - (iv) The Grant funds are not spent in accordance with the terms of this Agreement;
 - (v) Grantee is in default under any other agreement related to the Project which MHT determines, in its sole discretion, may have an adverse material impact on the Project;
 - (vi) At any time during the period of the Grant, there is pending or ongoing litigation with respect to Grantee's performance of any duties or obligations in connection with the Project or the Grant which may jeopardize or adversely affect this Agreement or the Project;
 - (vii) Grantee is not performing or completing the Project in accordance with the terms of this Agreement, or in a manner satisfactory to MHT; or
 - (viii) Final Project Deliverables, Final Report, or other services delivered or performed by Grantee in connection with the Project fail to comply with requirements set forth in the Agreement.
- b. Except as provided in paragraph d below, MHT shall give Grantee written notice of default, and Grantee shall have 30 days from the date of such notice to cure the default.
- c. Upon the occurrence of a default that continues beyond the 30-day cure period, MHT shall have the right to:
 - (i) Reduce the amount of the Grant or withhold payment of the Grant;
 - (ii) Demand repayment of the Grant from Grantee in whole or in part; and/or
 - (iii) Terminate this Agreement by written notice to Grantee.
- d. Grantee's bankruptcy or insolvency, or the dissolution or liquidation of Grantee's business organization or assets, constitutes a default under this Agreement, and MHT shall have the right to terminate this Agreement immediately.
- e. In the event of MHT's termination of the Agreement:

- (i) Grantee's authority to request a payment shall cease and Grantee shall have no right, title, or interest in or to any of the Grant funds not paid;
 - (ii) MHT may exercise any or all of its rights under this Agreement contemporaneously with any or all of its remedies, and all of such rights shall survive the termination of this Agreement; and
 - (iii) In addition to the rights and remedies contained in this Agreement, MHT may at any time proceed to protect and enforce all rights available to MHT by suit in equity, action at law, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement.
 - f. A dispute arising between the parties to the Agreement as to any matter of form, substance or interpretation related to this Agreement (such as payments to the Grantee, time, schedule, or interpretation of contractual provisions) shall be referred to the Project Monitor and Project Administrator for resolution. If the Project Monitor and Project Administrator are unable to agree on a resolution, the Project Administrator may file a written appeal of the dispute to Elizabeth Hughes, the State Historic Preservation Officer, within 30 days following the date of the Project Monitor's decision. The decision of the State Historic Preservation Officer shall be final and binding on the parties.
3. **Subcontracting.** This Agreement and the Scope of Work to be performed hereunder may not be subcontracted, assigned, or otherwise disposed of, either in whole or in part, without the prior written consent of MHT. MHT has the right to withhold such consent for any reason MHT or the State deems appropriate.
- a. MHT must approve Grantee's selection of all consultants to the Project prior to the execution of a consultant agreement.
 - b. Any subcontract approved by MHT related to the performance of this Agreement shall contain such conditions and provisions as MHT deems necessary, in its discretion, to protect the interest of MHT and NPS. No provision of this Section and no approval by MHT of any subcontract shall have the effect of binding MHT for any amount above the maximum amount of the Grant, and MHT shall not be responsible for fulfillment of the Grantee's obligations to any of its subcontractors.
 - c. Upon MHT's request, Grantee shall submit evidence of Grantee's compliance with the federal competitive procurement requirements, as further described in the Guidelines.
4. **Records.**
- a. Grantee and any of its consultants or any subcontractors shall maintain accurate books, accounts, and records in a form acceptable to MHT and NPS of all transactions relating to the receipt and expenditure of the Grant for the Project (the

“Records”). The Records shall be retained and made available for inspection by the Representatives during reasonable working hours, until the later of: (i) three (3) years after the Termination Date of the Agreement; or (ii) the date that all litigation, claims or audit findings involving the Records have been resolved and final action taken. Grantee shall make its administrative offices and personnel, whether full-time, part-time, consultants, or volunteers, available to the Representatives upon request.

- b. Grantee must provide to the Representatives any information that, in the judgment of the Representatives, may be relevant for evaluating compliance with this Agreement, including and the effectiveness, legality, and achievements of Project work. This requirement applies to the Grantee and any consultants or subcontractors, as well as their employees, consultants, and volunteers as may be applicable.
- c. In addition to the requirements set forth above, Grantee shall provide MHT with such additional records, reports, and other documentation as may be required by MHT.

5. Audits.

- a. If applicable to Grantee pursuant to federal regulations set forth in 2 C.F.R. Part 200, the Grantee shall obtain the services of an Independent Certified Public Accountant to perform an audit of the Grantee’s entire operations, in compliance with the Government Auditing Standards issued by the Comptroller General of the United States.
- b. Upon request of MHT, Grantee shall provide MHT with copies of any audits performed on Grantee’s records that relate to the Grant proceeds.
- c. Grantees are exempt from the above audit requirement if they do not expend a total of more than \$750,000 from all federal funding sources in any single fiscal year during the term of this Agreement.
- d. If any audit referred to in this Section results in MHT or NPS disallowing a claim for costs made by the Grantee for which the Grantee has received payment under this Agreement, then the Grantee shall reimburse MHT or NPS the amount of the disallowed claim.

6. Publication Requirements.

- a. Acknowledgement of Support. Subject to the provisions of this Section and other pertinent provisions of the Agreement, it is understood and agreed that the Grantee has the right to publish and distribute information regarding and developed from the Project. An acknowledgement of support must be made in connection with the publication of any materials based on, or developed under, any activity supported

by the CLG Grant awarded pursuant to the Agreement. This acknowledgement shall read as follows:

This [describe publication/activity supported by the CLG Grant] has been financed [in part/entirely] with federal funds from the National Park Service, U.S. Department of the Interior, made available through the Maryland Historical Trust. However, the contents and opinions do not necessarily reflect the views or policies of these agencies.

If trade names or commercial products are cited by text or photograph, the following disclaimer must be added to the Acknowledgement of Support: “nor does the mention of trade names or commercial products constitute endorsement or recommendation by these agencies.”

- b. Non-Discrimination Statement. All publications produced under this Agreement must include a statement of NPS’s non-discrimination policy. This statement shall read as follows:

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office of Equal Opportunity, National Park Service, 1849 C Street, N.W., MS-2740 Washington, D.C. 20240-0001.

7. **Lobbying.** The Grantee warrants that no part of the Grant funds made available by this Agreement shall be used to influence a Member of Congress or legislation pending before Congress pursuant to the provisions of 18 U.S.C. § 1913, which states:

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

8. Grantee's Certifications. By executing the Agreement, Grantee certifies to MHT that:

- a. If Grantee is a business entity, Grantee is duly organized and validly exists under Maryland law, is in good standing and is duly registered to do business in the State with the Maryland State Department of Assessments and Taxation, or is qualified to do business in the State as a foreign corporation, and will take such action as may be necessary from time to time to remain so qualified throughout the term of this Agreement;
- b. Except as validly contested, Grantee has paid, or has arranged for payment of, all taxes owed to the State of Maryland, and has filed all required returns and reports with the Comptroller of the Treasury, the Maryland State Department of Assessments and Taxation, and other State governmental entities as required under State law, and will have paid all withholding taxes due to the State of Maryland prior to the release of State funding by MHT;
- c. No one who is involved in the Project may have a direct or indirect financial interest in, or receive any personal benefit from, any activity to be performed in connection with the Project. This prohibition applies to (i) Grantee's assignees, designees, agents, members, officers, employees, consultants, or members of its governing body; (ii) any local governmental authority exercising jurisdiction over the Project; and (iii) any public official who has governmental responsibilities, or who has inside information, with respect to the Project;
- d. No officer, director, member, or employee of Grantee has been convicted of, or admitted under oath to, any violation of Maryland law, federal law, or the laws of any other state in connection with obtaining a contract with any public body, including but not limited to: bribery, attempted bribery, or conspiracy to bribe; fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property; or a violation of the Racketeer Influenced and Corrupt Organization Act or the Mail Fraud Act;
- e. Grantee has not been debarred under Maryland law, federal law, or the laws of any other state, is not a successor, assignee, subsidiary, or affiliate, or subcontractor of a suspended or debarred entity, and has not defaulted under a contract with a public body in a manner that justifies debarment, as determined by the Board of Public Works;
- f. Grantee is not in default, and has not previously defaulted, on a grant or loan from MHT, MDP, or the Maryland Heritage Areas Authority ("MHAA"), and there is no event which, but for the passage of time and giving of notice, would become an event of default under any grant or loan agreement with MHT, MDP, or MHAA;
- g. Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities; and

- h. The representations, statements, and other matters contained in the Grant Application and this Agreement are and remain materially true and complete in all material respects.

9. **Equal Employment Opportunity.** The Grantee agrees that the following provision shall be included in all subcontracts and shall be posted by the Grantee and all subcontractors in conspicuous places available to employees and applicants for employment:

There shall be no discrimination against any employee who is employed in the work covered by this Contract, or against any applicant for such employment because of race, color, religion, creed, age, marital status, sex, sexual orientation, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment. This provision forbids all unlawful discrimination, including discrimination in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. **Indemnification.** Unless prohibited by law, Grantee releases MHT from, agrees that MHT shall have no liability for, and agrees to protect, indemnify, and hold MHT harmless from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature incurred by, or asserted or imposed against MHT as a result of or in connection with the Project. All monies expended by MHT as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs incurred in enforcing the Agreement, including reasonable attorney's fees and court costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to MHT. Grantee's obligation to indemnify MHT shall survive the term of this Agreement.

If Grantee is a county or a municipality, Grantee's indemnification obligations in this Agreement are made to the extent of, and contingent upon, the appropriation and availability of funds, as well as the damage caps and notice requirements stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301 *et seq.* and § 5-5A-02, all as amended from time to time.

File Attachments for Item:

. Order 27,885 - authorizing the execution of an Easement Agreement by and between the Mayor and City Council of Cumberland and Kacey Barb for the property located at 215 Cumberland Street to facilitate the replacement and construction of the Cumberland Street Bridge in exchange for \$1,500, and allowing the terms of the Easement Agreement to be modified by consent of the City Engineer and City Solicitor for the sake of clearing up any title issues, without further action on the part of the Mayor and City Council

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

ORDER NO. 27,885

DATE: November 4, 2025

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

THAT, the Mayor be and is hereby authorized to execute an Easement Agreement by and between the Mayor and City Council of Cumberland and Kacey Barb. for the property located at 215 Cumberland Street to facilitate the replacement and construction of the Cumberland Street Bridge in exchange for One Thousand Five Hundred Dollars and No Cents (\$1,500.00); and

BE IT FURTHER ORDERED, that the terms of the Easement Agreement may be modified by consent of the City Engineer and City Solicitor for the sake of clearing up any title issues, without further action on the part of the Mayor and City Council.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: 11/4/2025

Key Staff Contact: Robert Smith, PE

Item Title:

Cumberland Street Bridge Easement Offer – 215 Cumberland Street

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

The City of Cumberland and property owner Kacey, Barb to enter into an easement agreement for the property located at 215 Cumberland Street in order to proceed with the replacement and construction of the Cumberland Street Bridge. The City of Cumberland has offered \$1,500 for the easement of the properties necessary to obtain access in order to move forward with the bridge replacement project.

Amount of Award: \$1,500.00

Budget number: 115.099B.63000

Grant, bond, etc. reference: City Funds

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement"), made this 31st day of October, 2025, by and between **Kacey L. Barb** (the "Grantor") and **Mayor and City Council of Cumberland** (the "City"), a Maryland municipal corporation.

RECITALS

WHEREAS, the Grantor owns the real property located at 215 Cumberland Street, Cumberland, MD 21502 which is described in the deed from Karen C. Kelchak Clawson dated January 19, 2018 and recorded among the Land Records of Allegany County, Maryland in Book 2357, Page 14, the said property hereinafter being referred to as the "Property"; and

WHEREAS, the bridge on the west side of the Property (commonly known as the Cumberland Street Bridge and hereinafter referred to as the "Bridge") has reached the end of its useful life and needs to be replaced and reconstructed; and

WHEREAS, the City requires certain easements over, across, under and through the Property in order to perform the aforesaid replacement and reconstruction work and other work incidental thereto; and

WHEREAS, this Agreement identifies those easements and sets forth their terms and conditions.

WITNESSETH

NOW THEREFORE, in consideration of the sum of One Thousand Two Hundred Dollars (\$1,200.00) paid by the City unto the Grantor and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant, give and convey unto the City, its successors and assigns, the easements described hereinafter as follows:

1. **Perpetual Easement.** The Grantor grants, gives and conveys to the City, its

successors and assigns, in perpetuity, an easement (the “Perpetual Easement”) over, across, under and through the portion of the Property designated as the “Perpetual Easement” on the plat which is attached hereto and incorporated by reference herein ((hereinafter referred to as the “Plat”) for the purpose of laying out, constructing, reconstructing, removing, relocating, extending, widening, straightening, grading, operating, maintaining and repairing the Bridge and the appurtenances thereto and performing other work incidental thereto (all of which are hereinafter referred to as “Construction Activities”).

2. **Access Easement.** Notwithstanding anything to the contrary herein, the Grantor grants, gives and conveys to the City the rights and privileges of ingress, egress and regress over and across the Property, in perpetuity, for the purpose of accessing a portion of the Perpetual Easement that cannot be accessed by traversing through the Perpetual Easement.

3. **Covenants and Agreements Applicable to Easements.** The parties hereto covenant and agree that the following terms and provisions shall apply with respect to the Perpetual Easement and Access Easement (collectively, the “Easements”) , the said covenants and agreements being deemed to touch and concern the land and run with it:

- (i) Upon the completion of Construction Activities on the Property in the area of the Easements, the City shall cause all construction debris to be removed from the Property and, subject to applicable law, shall cause the ground disturbed by the aforesaid Construction Activities to be reseeded, to the extent necessary, and contoured to flow with and match the surrounding

area.

- (ii) In the event any improvements on the Property are damaged as a result of Construction Activities, they shall be returned to as good or better condition than they were in before the commencement of Construction Activities.
- (iii) In the event it is necessary to alter the path of the Bridge in order to comply with applicable laws, regulations or permits or where conditions in the field or other conditions beyond the control of the City render it impractical or impossible to locate the Bridge where shown on the Plat such that the location of any one or more of the Easements needs to be adjusted, the City shall have the right to relocate the said Easement(s) as close as is practicable to their original location(s), due consideration being given to the Grantor's desires with respect to the same. In the event it is necessary to alter the location of any of the Easements, upon the request of the City, the Grantor shall execute an amendment to this Agreement showing the manner in which it was relocated.

5. **Severability/Reformation.** If any provision or part of any provision of this Agreement shall be found for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part thereof and, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that, in lieu of each provision or part of this Agreement that is illegal, invalid, or

unenforceable, a clause shall be added that is as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

6. **Governing Law.** This Agreement, having been executed in the State of Maryland and shall be construed, interpreted and enforced under the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names and their seals hereunto affixed, all on the day and date first above written.

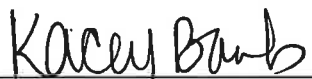
WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton,
City Clerk

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



 (SEAL)
Kacey L. Barb

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

I HEREBY CERTIFY, that on this _____ day of _____, 2025, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known and/or satisfactorily identified to me, the Mayor of Mayor and City Council of Cumberland, a Maryland municipal corporation and acknowledged the foregoing instrument to be the act and deed of Mayor and City Council of Cumberland and made oath that he is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

Notary Public

My commission expires: _____

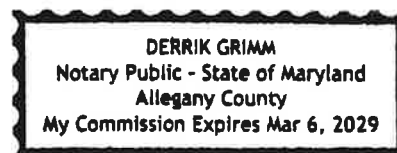
**STATE OF MARYLAND,
COUNTY OF ALLEGANY, TO WIT:**

I HEREBY CERTIFY, that on this 31st day of October, 2025, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Kacey L. Barb**, known and/or satisfactorily identified to me, and acknowledged the foregoing instrument to be her act and deed of the aforesaid corporation and made oath that she is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

Derrick Grimm
Notary Public

My commission expires: 3/6/29



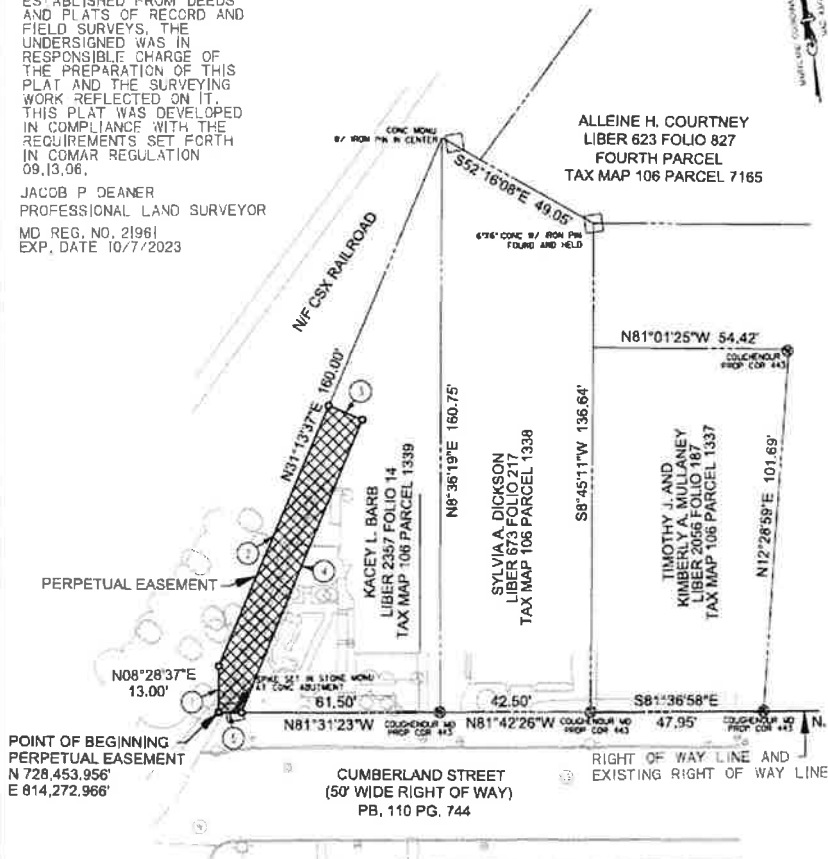
ATTORNEY CERTIFICATION

The undersigned hereby certifies that this instrument was prepared by or under the supervision of the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

Michael Scott Cohen

THE RIGHT OF WAY LINES
AND LINES OF DIVISION
SHOWN HEREON WERE
ESTABLISHED FROM DEEDS
AND PLATS OF RECORD AND
FIELD SURVEYS. THE
UNDERSIGNED WAS IN
RESPONSIBLE CHARGE OF
THE PREPARATION OF THIS
PLAT AND THE SURVEYING
WORK REFLECTED ON IT.
THIS PLAT WAS DEVELOPED
IN COMPLIANCE WITH THE
REQUIREMENTS SET FORTH
IN COMAR REGULATION
09.13.06.

JACOB P DEANER
PROFESSIONAL LAND SURVEYOR
MD REG. NO. 21961
EXP. DATE 10/7/2023



SCALE 1" = 30' SEPTEMBER 6, 2022



AB CONSULTANTS, INC.
7020 TUDSBURY ROAD
BALTIMORE, MARYLAND 21244
Tel - (443)-729-2650



CITY OF
CUMBERLAND
MARYLAND

KACEY L. BARB		
1	N 08°28'37" E	13.00'
2	N 31°13'37" E	79.12'
3	S 58°14'33" E	10.06'
4	S 30°39'02" W	88.54'
5	N 81°31'23" W	6.42'
PERPETUAL EASEMENT AREA 920 SQ. FT. OR 0.021 ACRES± SHOWN THUS: 		

GENERAL NOTES:

1. THIS DRAWING WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT OR ABSTRACT.
2. FIELD WORK WAS PERFORMED FOR THIS SURVEY IN DECEMBER OF 2019.
3. PRIMARY CONTROL IS BASED ON OBSERVATIONS THROUGH THE FOLLOWING NGS CONTROL STATIONS USING SUPERSEDED VALUES (NAD83/91):

JW1174
N 712 146.753'
E 799 806.739'
EL 672.50' (NAVD 88)

A16314
N 736.385.578'
E 808.406.350'
EL 667.7' (NAVD 88)

4. THIS PLAT IS BASED ON FIELD RUN WORK IN ACCORDANCE WITH COMAR 09.13.06.09 "RIGHT-OF-WAY/EASEMENT SURVEY" AND IS NOT THE RESULT OF A COMAR 09.13.06.03 "BOUNDARY SURVEY".

THE RIGHT OF WAY LINES AND LINES OF DIVISION SHOWN HEREON WERE ESTABLISHED FROM DEEDS AND PLATS OF RECORD AND FIELD SURVEYS. THE UNDERSIGNED WAS IN RESPONSIBLE CHARGE OF THE PREPARATION OF THIS PLAT AND THE SURVEYING WORK REFLECTED ON IT. THIS PLAT WAS DEVELOPED IN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN COMAR REGULATION 09.13.06.

JACOB P. DEANER
PROFESSIONAL LAND SURVEYOR

MD REG. NO. 21961
EXP. DATE 10/7/2023



AB CONSULTANTS, INC.
1020 LUDSBURY ROAD
BALTIMORE, MARYLAND 21244
Tel - (443)-729-2650



**CITY OF
CUMBERLAND
MARYLAND**

File Attachments for Item:

. Order 27,886 - accepting certain bids received for the "2025 Sale 7 of Surplus Vehicles and Equipment on GovDeals" and rejecting all other bids

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

ORDER NO. 27,886

DATE: November 4, 2025

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

THAT, the following bids received for the "2025 Sale 7 of Surplus Vehicles and Equipment on GovDeals " be and are hereby accepted, and all other bids received be and are hereby rejected:

	Unit #	Description	Bidder	Bid Amount
1.	101 Comm. Dev.	2014 Chevrolet Equinox AWD	John Machamer	\$1,325.00
2.	708 WWTP	2011 Ford Escape XLT	Ronald Anderson	\$2,125.00
3.	710 Cen. Serv.	1999 Chevrolet Express 2500 Van	Timothy Bickling	\$887.00
4.	900 Veh. Maintenance	2013 Chevrolet Silverado 1500 LT	Anthony Hartman	\$3,900.00
5.	ARE Truck Cap - Street	ARE Truck Cap for a 2007 F-150	Kevin Stivers	\$135.00
6.	Miller Welder - Veh. Maint.	Miller Millermatic 250 Welder	Jason Deal	\$675.00
7.	201 Street	2011 Ford Escape XLT	Jack Pifer	\$3,250.00
8.	510 P&R	2018 Gravely Pro Turn 260 Mower	BILAL BADAR	\$2,600.00
9.	502 P&R	2010 GMC Sierra 1500	Isniqui Nokshiqi	\$2,526.00
10.	900 Veh. Maint.	2011 Ford Ranger XLT 4WD	John Shoemake	\$7,600.00
11.	223 Street	1999 Chevrolet C/K 3500 with Compressor (Low Miles)	Jack Pifer	\$6,200.00
12.	Gator P&R	2007 John Deere Gator	Keith Detrick	\$2,080.00
13.	398 Water	1997 AGCO TRACTOR 4X4	Tom Field	\$3,805.00
14.	MED - 342	2014 Ford F-450 SD XLT (Former Ambulance)	Andrew Lwin	\$16,200.00
15.	382E Water	2005 Edgar Beaver Flatbed Trailer	Benjamin Fannon	\$11,300.00
16.	Police 10	2015 Ford Taurus Interceptor	Adam Crosten	\$925.00
17.	Police 17	2015 Ford Taurus Interceptor	Shawn Spencer	\$775.00
18.	Police 23	2015 Ford Taurus Interceptor	Romel Cadas	\$975.00
		Total		\$67,283.00

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,887 - accepting the proposal from Percy Public Affairs, LLC to provide lobbying and government relations services for the term of November 2, 2025 through November 1, 2026 in the amount not to exceed \$45,000

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

ORDER NO. 27,887

DATE: November 4, 2025

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

THAT, the proposal from Percy Public Affairs, LLC, 163 Waterfront Street, Suite 440, National Harbor, MD 20745, to provide lobbying and government relations services for the term of November 2, 2025 through November 1, 2026 be and is hereby accepted in the amount not to exceed Forty Five Thousand Dollars and No Cents (\$45,000.00).

Raymond M. Morriss, Mayor



October 3, 2025

Via Email – jeff.silka@cumberlandmd.gov

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

RE: Contract Renewal of Government Relations Representation (2025-2026)

Dear Mr. Silka:

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

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

We humbly submit this proposal for lobbying services to support your company’s priorities during the remainder of the calendar year and into 2026.

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

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

Sincerely,

Richard J. Reinhardt, II

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

Client Engagement

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

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

1. Terms and Definitions

This Agreement is effective as of November 2, 2025 (the “Effective Date”) and continues through November 1, 2026 (the “Term”) or until either party terminates this relationship pursuant to Section 5 herein.

PPA Primary Point of Contact:

Name: Richard Reinhardt

Email: rich@percypublicaffairs.com

Phone: 410-279-7684 (work cell)

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

Client Primary Point of Contact:

Name: Jeffry F. Silka

Position: City Administrator

Email: jeff.silka@cumberlandmd.gov

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

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

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

2. Client Goals

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

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

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

3. General Scope of Work

Ethics

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

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

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

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

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

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

Communication

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

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

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

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

Offense and Defense

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

Scope of Engagement

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

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

Services:

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

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

- **Develop client relationships with key interested parties in Annapolis and throughout the State;**
- **Conduct ongoing review and tracking of all legislation during the 2026 Legislative Session, and provide real-time updates on developments pertinent to the Scope of Engagement as well as conduct regularly scheduled check-ins;**
- **Assist the Client with developing a communication plan, collateral (one pager), and other documents. These materials will educate members (current and new) of the General Assembly about the Client's 2026 legislative agenda;**
- **Schedule specific meetings with the Legislative District representatives and the Western Maryland Delegations regarding the Client's priorities and seek their support;**
- **Provide the Client with the three major updates throughout the 90-day session (scheduled in late January, late February, and Mid-April) discuss the work plan, deliverables and accomplished milestones;**
- **Provide strategic and political advice when requested and within the law related to campaign activities, elections, fundraising requests, and related matters;**
- **Work to support/defeat legislation of interest;**
- **Assist the Client in preparing testimony, amendments, and assists in the drafting of legislation of interest to the Client;**
- **Administrative support for hearings including the distribution of testimony, signing up witnesses and other necessary paperwork; and**
- **Ethics compliance filings as required.**

Political Contributions

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

4. Fee and Payment

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

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

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

5. Termination

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

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

6. Law & Venue

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

7. Severability

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

8. Entirety

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

9. Counterparts

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

#

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

Percy Public Affairs, LLC

By: *Richard J. Reinhardt, II*

Date: 10/03/2025

Richard J. Reinhardt, II, *Partner*

THE CITY OF CUMBERLAND

By: _____

Date: _____

Jeffrey F. Silka, *City Administrator*

File Attachments for Item:

. Order 27,888 - authorizing the execution of an Outdoor Dining/Outdoor Seating Lease Agreement with Frank and Stein's Beverage DBA Downtown D'Atri Pasta & Subs, Elizabeth Scramm DBA Gus & Oliver Children's Boutique, Azadarmaki Glolamreza DBA Azad's and Queen City Creamery and Deli for the use of the public right of way immediately in front of and adjacent to the property for a term effective November 1, 2025 through October 31, 2026

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

ORDER NO. 27,888

DATE: November 4, 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:

Frank and Stein's Beverage DBA Downtown D'Atri Pasta & Subs

Elizabeth Schramm DBA Gus & Oliver Children's Boutique

Azadarmaki Gholamreza

Queen City Creamery And Deli

detailing terms for the use of the public right-of-way immediately in front of and adjacent to each property for outside café dining and/or outdoor seating for a term effective November 1, 2025 through October 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 **QUEEN CITY CREAMERY AND DELI** ("Lessee").

WHEREAS, Lessee operates a restaurant at 152 Baltimore 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 10 feet and length of 20 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 November 1, 2025, and shall terminate on October 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:

Rhiannon C. Brown
Queen City Creamery and Deli
152 Baltimore 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.

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. Morris, Mayor

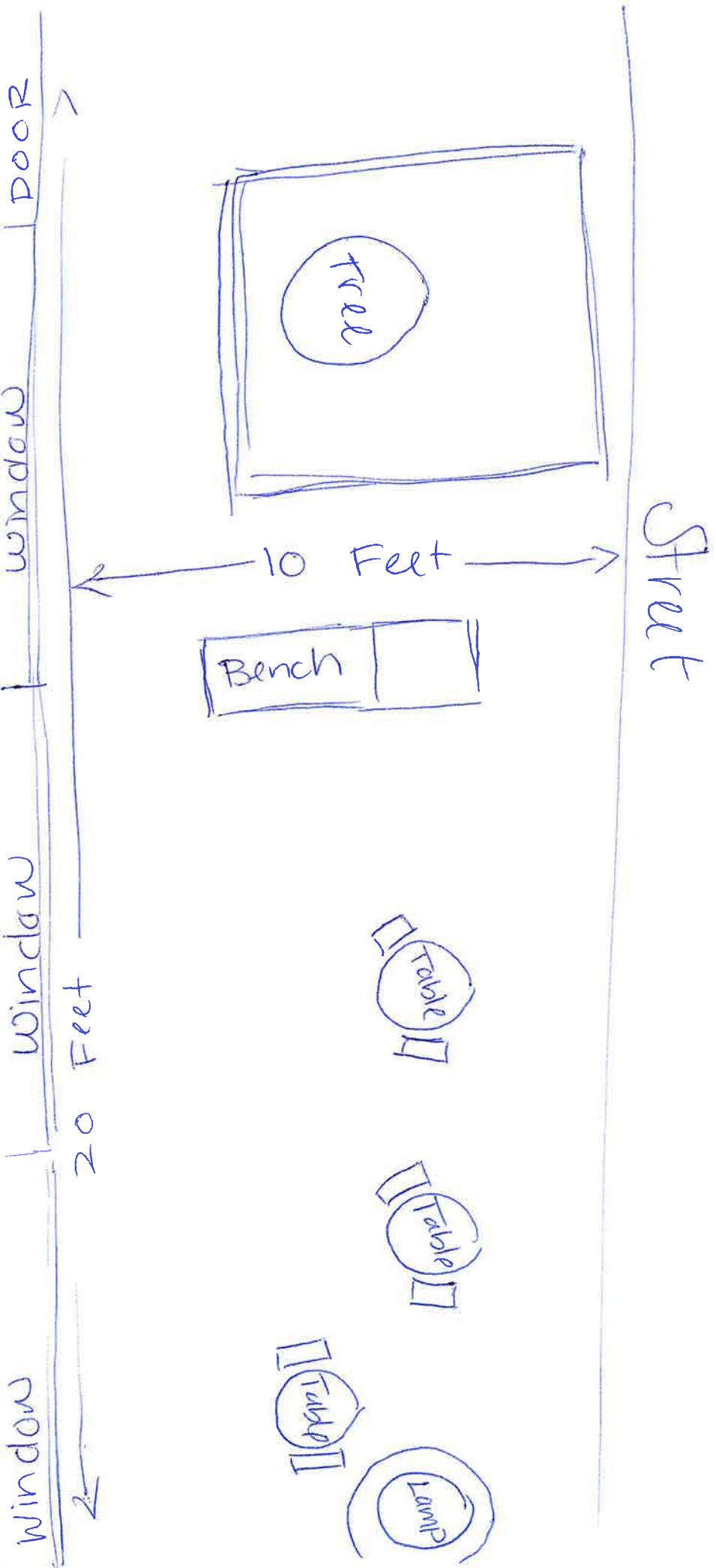
QUEEN CITY CREAMERY & DELI

By:  (Seal)
Signature

Rhianon Brown
Printed name

Witness

Owner
Position



LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and executed this ____ day of _____, 2025, by and between **Mayor and City Council of Cumberland**, a Maryland municipal corporation (the "City") and **ELIZABETH SCHRAMM dba Gus & Oliver Children's Boutique** ("Lessee").

WHEREAS, Lessee operates a business at 54 N. Centre Street, Cumberland, MD 21502;

WHEREAS, the City maintains and/or owns the public right-of-way abutting and in front of the building that houses the business;

WHEREAS, Lessee wishes to expand his operations to include an outdoor seating area for customers and guests; 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 the aforementioned purposes.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Recitals.** The Recitals set forth above are not merely introductory. They are incorporated by reference herein and form a part of this Lease.

2. **Demise.** The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to and fronting Lessee's business, running from the front wall of the building for a depth of **15** feet and a length of **5** feet (the "Demised Premises") as shown on the drawing attached hereto and incorporated by reference as **Exhibit 1**.

3. **As-Is Condition; No Warranties or Representations.** 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 during the term of this Lease. 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 Lessee's agents, employees or representatives made prior to or following the date of this Lease unless it is modified as provided for herein.

4. **Term.** The term of this Lease shall commence on November 1, 2025 and shall terminate on October 31, 2026 unless sooner terminated as provided herein. The City reserves the right to suspend or terminate this Lease immediately if it requires the use of the Demised Premises.

5. **Use of Property.**

5.1. Permitted Use. The Demised Premises shall be occupied and used solely for the purpose set forth in the Recitals. Lessee agrees to 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.

5.2. Prohibited Uses. Any uses not listed in Subsection 5.1 are prohibited. Prohibited uses include, but are not limited to, the sale of goods, food, or beverages, the display of goods for sale, and the drinking, consumption or possession of alcoholic beverages in open containers.

6. Special Events. The City may suspend Lessee's use of the Demised Premises during special events and will endeavor to provide at least ten (10) days' notice before such suspension. However, no advance notice will be given for Heritage Days.

7. Rent. Lessee, in consideration of the leasing of the Demised Premises, agrees to pay rent to the City in the amount of One Dollar (\$1.00).

8. 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 be responsible for paying all related fees. The execution of this Lease does not constitute approval of any permits or licenses from the City.

9. Demarcation of Perimeter of Demised Premises. Lessee shall place stanchions and chains or similar barriers along the perimeter of the Demised Premises to mark off its boundaries.

10. Prohibition of Open Containers of Alcoholic Beverages. Consistent with Section 11-113 of the City Code, the drinking, consuming and/or possessing alcoholic beverages in open containers in the Demised Premises is prohibited. Should Lessee apply to the Liquor Control Board for a license to conduct any of these prohibited activities in the Demised Premises, this Lease shall automatically terminate.

11. 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 items must be approved by the City before use within said area. Said furnishings and equipment may only be placed on the Demised Premises during the hours of operation of Lessee's business.

12. Rules And Regulations. The City reserves the right to establish, modify, amend and enforce reasonable rules and regulations regarding the Demised Premises. Lessee shall comply with such rules and regulations.

13. Assignment And Subletting. This Lease and the rights granted herein 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.

14. **Termination.** Except as provided elsewhere in this Lease, either party shall have the right to cancel this Lease by giving the other no less than ten (10) days advance written notice.

15. **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 his obligations under the terms of this Lease.

16. **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.

17. **Insurance.** So long as this Lease is in effect, Lessee shall, at his 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 and from time to time upon the request of the City, Lessee shall provide the City with a certificate of insurance evidencing his compliance with the requirements of this section.

18. **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.

19. **Indemnification.** Lessee shall indemnify, hold harmless and defend the City, its officers, officials, agents, and employees from and against 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 his business on the Demised Premises;

b) any act or omission done, permitted or suffered by Lessee, his 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.

20. 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 his part to be kept and performed, and, with respect to the first default, Lessee shall not have cured or corrected this failure within five (5) days after written notice of said default. The City is not obligated to provide notice of and the opportunity to cure any subsequent defaults.

b) If Lessee shall make an assignment for the benefit of his 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 shall permit it to remain vacant and unoccupied without the consent of the City first obtained.

21. 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.

22. Other Remedies. 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.

23. 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.

24. 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, mailed by means of an overnight delivery service, 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:

Elizabeth Schramm
Gus & Oliver Children's Boutique
54 N. Centre Street
Cumberland MD 21502

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. **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.

31. **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.

32. **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.

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton,
City Clerk

By: _____
Raymond M. Morriss, Mayor

Gus & Oliver

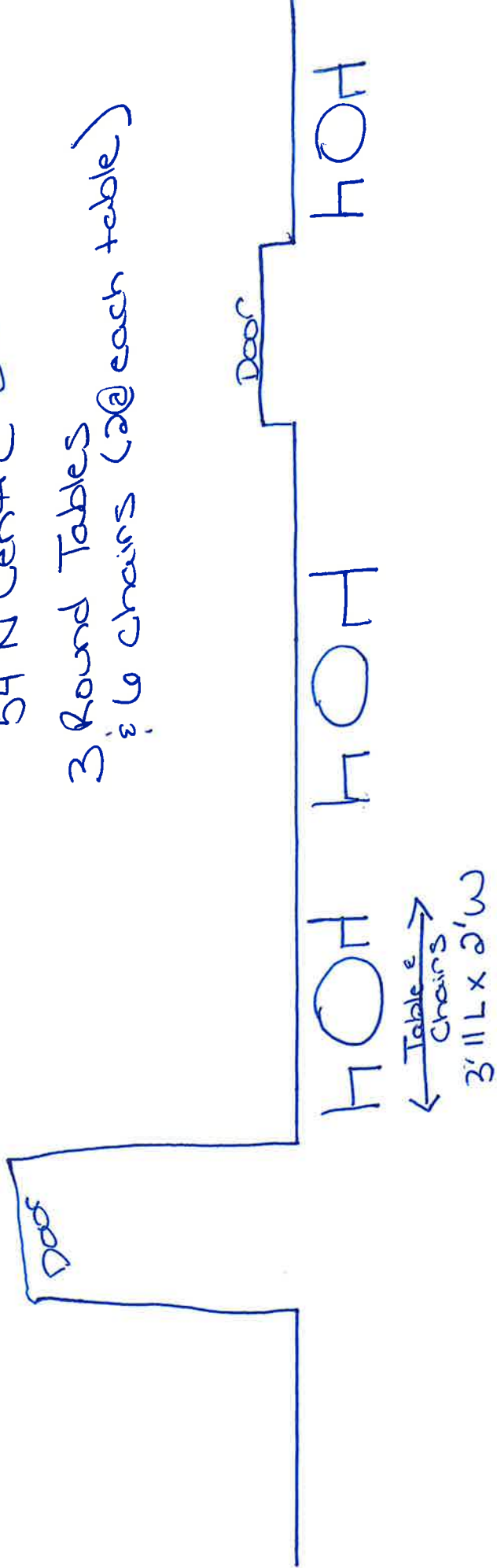
By: _____ (Seal)
Signature

Elizabeth J. Schramm
Printed Name

Co-Owner
Position

Gov & Oliver
Children's Boutique
54 N Centre St.

3 Round Tables
& 6 chairs (2@ each table)



Building length = 20' 7"

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and executed this ____ day of _____, 2025, by and between **Mayor and City Council of Cumberland**, a Maryland municipal corporation (the "City") and **Azadarmaki Gholamreza** ("Lessee").

WHEREAS, Lessee operates a business at 35-37 N. Centre Street, Cumberland, MD 21502;

WHEREAS, the City maintains and/or owns the public right-of-way abutting and in front of the building that houses the business;

WHEREAS, Lessee wishes to expand his operations to include an outdoor seating area for customers and guests; 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 the aforementioned purposes.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Recitals.** The Recitals set forth above are not merely introductory. They are incorporated by reference herein and form a part of this Lease.

2. **Demise.** The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to and fronting Lessee's business, running from the front wall of the building for a depth of **19** feet and a length of **32** feet (the "Demised Premises") as shown on the drawing attached hereto and incorporated by reference as **Exhibit 1**.

3. **As-Is Condition; No Warranties or Representations.** 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 during the term of this Lease. 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 Lessee's agents, employees or representatives made prior to or following the date of this Lease unless it is modified as provided for herein.

4. **Term.** The term of this Lease shall commence on November 1, 2025 and shall terminate on October 31, 2026 unless sooner terminated as provided herein. The City reserves the right to suspend or terminate this Lease immediately if it requires the use of the Demised Premises.

5. **Use of Property.**

5.1. **Permitted Use.** The Demised Premises shall be occupied and used solely for the purpose set forth in the Recitals. Lessee agrees to 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.

5.2. Prohibited Uses. Any uses not listed in Subsection 5.1 are prohibited. Prohibited uses include, but are not limited to, the sale of goods, food, or beverages, the display of goods for sale, and the drinking, consumption or possession of alcoholic beverages in open containers.

6. Special Events. The City may suspend Lessee's use of the Demised Premises during special events and will endeavor to provide at least ten (10) days' notice before such suspension. However, no advance notice will be given for Heritage Days.

7. Rent. Lessee, in consideration of the leasing of the Demised Premises, agrees to pay rent to the City in the amount of One Dollar (\$1.00).

8. 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 be responsible for paying all related fees. The execution of this Lease does not constitute approval of any permits or licenses from the City.

9. Demarcation of Perimeter of Demised Premises. Lessee shall place stanchions and chains or similar barriers along the perimeter of the Demised Premises to mark off its boundaries.

10. Prohibition of Open Containers of Alcoholic Beverages. Consistent with Section 11-113 of the City Code, the drinking, consuming and/or possessing alcoholic beverages in open containers in the Demised Premises is prohibited. Should Lessee apply to the Liquor Control Board for a license to conduct any of these prohibited activities in the Demised Premises, this Lease shall automatically terminate.

11. 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 items must be approved by the City before use within said area. Said furnishings and equipment may only be placed on the Demised Premises during the hours of operation of Lessee's business.

12. Rules And Regulations. The City reserves the right to establish, modify, amend and enforce reasonable rules and regulations regarding the Demised Premises. Lessee shall comply with such rules and regulations.

13. Assignment And Subletting. This Lease and the rights granted herein 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.

14. Termination. Except as provided elsewhere in this Lease, either party shall have the right to cancel this Lease by giving the other no less than ten (10) days advance written notice.

15. 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 his obligations under the terms of this Lease.

16. 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.

17. Insurance. So long as this Lease is in effect, Lessee shall, at his 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 and from time to time upon the request of the City, Lessee shall provide the City with a certificate of insurance evidencing his compliance with the requirements of this section.

18. 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.

19. Indemnification. Lessee shall indemnify, hold harmless and defend the City, its officers, officials, agents, and employees from and against 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 his business on the Demised Premises;

b) any act or omission done, permitted or suffered by Lessee, his 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.

20. 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 his part to be kept and performed, and, with respect to the first default, Lessee shall not have cured or corrected this failure within five (5) days after written notice of said default. The City is not obligated to provide notice of and the opportunity to cure any subsequent defaults.

b) If Lessee shall make an assignment for the benefit of his 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 shall permit it to remain vacant and unoccupied without the consent of the City first obtained.

21. 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.

22. Other Remedies. 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.

23. 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.

24. 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, mailed by means of an overnight delivery service, 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:

Azadarmaki Gholamreza
1093 Bonnie View Drive
Great Falls, VA 22066

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.**

30. 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.

31. **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.

32. **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.

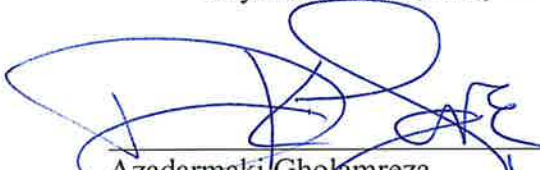
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first above written.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

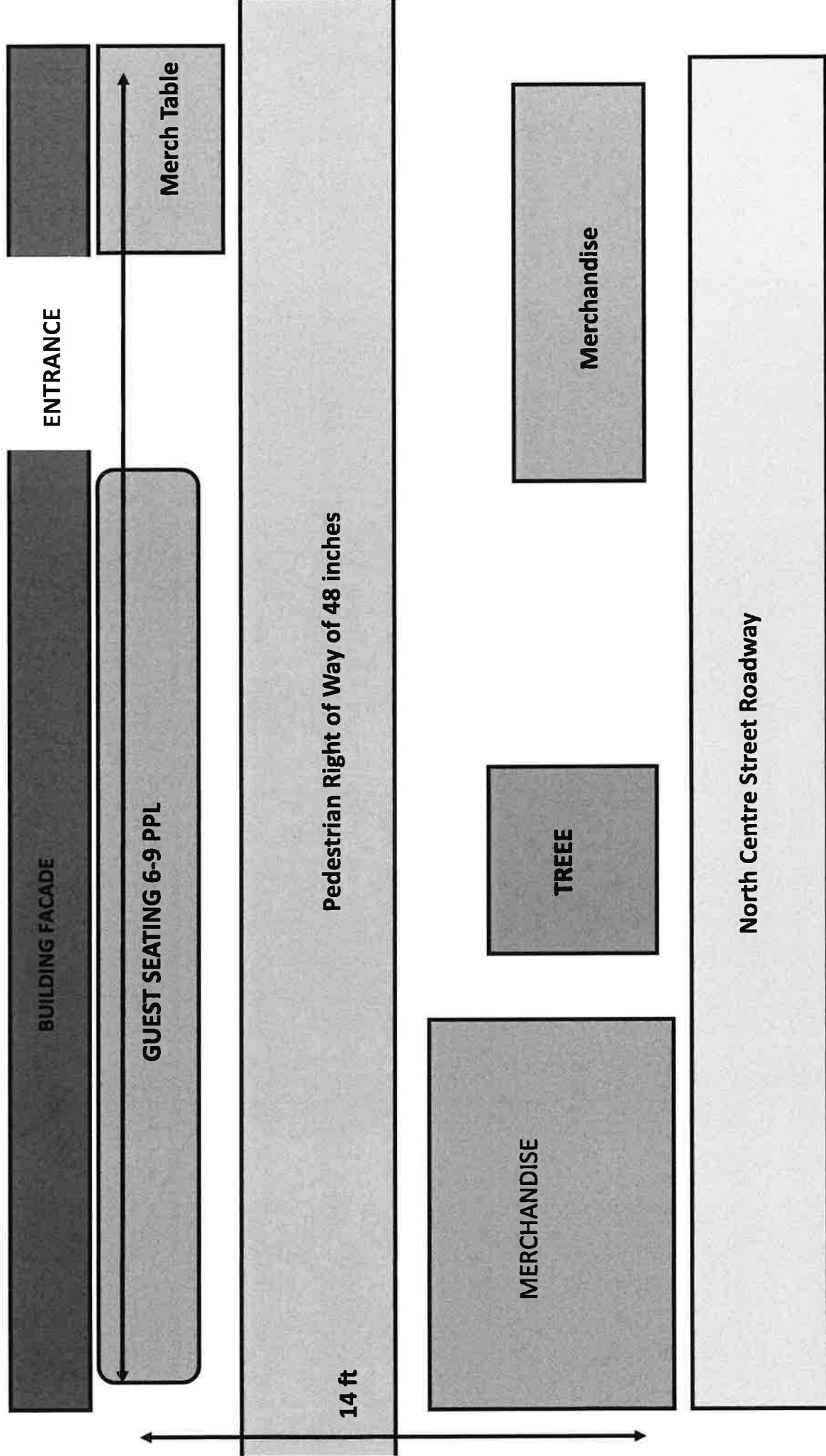
Allison Layton,
City Clerk

By: _____
Raymond M. Morriss, Mayor


Azadarmaki Gholamreza
Building Operator
DAND KOLAK Representative

35-37 North Centre Street

Outdoor SIDEWALK Area for Lease Agreement with City of Cumberland &
Fairfax Rug Company dba Azad's of Cumberland NORMAL SECONDARY SET-UP



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 **FRANK AND STEIN'S BEVERAGE DBA DOWNTOWN D'ATRI PASTA & SUBS** ("Lessee").

WHEREAS, Lessee operates a restaurant at 152 Baltimore Street, Suite 101, 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 12 feet 0 inches and length of 30 feet 0 inches, 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 November 1, 2025, and shall terminate on October 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:
Suzanne D'Atri
Downtown D'Atri's Pasta & Subs
152 Baltimore Street, Suite 101
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.

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

FRANK AND STEIN'S BEVERAGE DBA
DOWNTOWN D'ATRI PASTA & SUBS

Signature _____ (Seal)

Suzanne M. D'Atri
Printed Name

Witness _____
M. Daniel D'Atri

File Attachments for Item:

. Order 27,889 - authorizing Change Order No. 2 with Upright Fence Co. for additional gates and fencing needed beyond the original scope of the flood repair project at the Gene Mason Sports Complex in the amount not to exceed \$5,320, bringing the new total not to exceed \$46,955

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

ORDER NO. 27,889

DATE: November 4, 2025

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

THAT, Change Order No. 2 with Upright Fence, PO BOX 1070, Corriganville, MD 21524, for additional gates and fencing needed beyond the original scope of the flood repair project at Gene Mason Sports Complex, be and is hereby approved in an increased amount not to exceed Five Thousand Three Hundred Twenty Dollars and No Cents (\$5,320.00) bringing the new not to exceed amount to Forty Six Thousand Nine Hundred Fifty Five Dollars and No Cents (\$46,955.00).

Raymond M. Morriss, Mayor

Budget:
001.078.64000

Council Agenda Summary

Meeting Date: November 4, 2025

Key Staff Contact: Ryan Mackey

Item Title: Change Order – Upright Fence Co. – Gene Mason Sports Complex

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

While Upright Fence Co. was performing repairs to fencing at the Gene Mason Sports Complex to correct damage caused by recent flooding, it was determined that additional gates and fencing were needed beyond the original scope of the flood repair project. The additional cost will be \$5,320, bringing the new project total to \$46,955.

These additional improvements are necessary to ensure proper access control and safety at the facility. The cost for the additional work will be covered under the Parks and Recreation Department's 078 budget.

Amount of Purchase: \$5,320

Budget number: 001.078 20100

Grant, bond, etc. reference:

INVOICE



Bill To

City Of Cumberland
Cumberland, Md 21502

PO#2026-705
V#304296
Ryan Mackey

UPRIGHT FENCE

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

Payment terms Due upon receipt
Invoice # 103
Date 10/13/2025
Business / MHIC 106559 PA 0599591 WV
Tax # 24286665

Description	Rate	Total
Bower field Approx 335 ft 8 ft high chainlink fence remove and dispose of old reinstall new same area rehang one gate due to flood damage	\$11,528.00	\$11,528.00
Customer called requested gate to be installed on bower field 12 x 8 ddg	\$1,520.00	\$1,520.00
Subtotal		\$13,048.00
Total		\$13,048.00

NOTE ALL CARD PAYMENTS ADD 3 % fee to total All accepted residential estimates require 50% non refundable deposit before any material is orderd or work is scheduled in the event of non payment customer agrees to pay all reasonable attorney fees to recover payment upright fence assumes no responsibility for property lines or in no way guarantees thier accuracy private or secondary utilities such as gas , water , electric, and irragation will not be covered or repaired by upright fence all fence remains property of upright fence til Balance is paid in full commercial projects all layout done by said contractor any and all wood products carry no warranty warping cracks or other deficiencies once installed we hand pick lumber at the time of purchase note residential payments upon completion commercial projects net 30 !!!

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

City Of Cumberland

INVOICE



Bill To

City Of Cumberland
Cumberland, Md 21502

UPRIGHT FENCE

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

Payment terms	Due upon receipt
Invoice #	104
Date	10/13/2025
Business / Tax #	MHIC 106559 PA 0599591 WV 24286665

Description

Add on per request Approx 100 ft 6 ft high to finish off 3 rd baseline side to enclose entire field

Subtotal	\$3,800.00
Total	\$3,800.00

NOTE ALL CARD PAYMENTS ADD 3 % fee to total All accepted residential estimates require 50% non refundable deposit before any material is orderd or work is scheduled in the event of non payment customer agrees to pay all reasonable attorney fees to recover payment upright fence assumes no responsibility for property lines or in no way guarantees thier accuracy private or secondary utilities such as gas , water , electric, and irragation will not be covered or repaired by upright fence all fence remains property of upright fence til Balance is paid in full commercial projects all layout done by said contractor any and all wood products carry no warranty warping cracks or other deficiencies once installed we hand pick lumber at the time of purchase note residential payments upon completion commercial projects net 30 !!!

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

City Of Cumberland

File Attachments for Item:

. Order 27,890 - approving the SWOT Analysis and accompanying goals and strategic initiatives derived from the Mayor and City Council Goal Setting Session

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

ORDER NO. 27,890

DATE: November 4, 2025

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

THAT, the SWOT Analysis and accompanying goals and strategic initiatives (attached) derived from the Mayor and City Council Goal Setting Session be and are hereby approved.

Raymond M. Morriss, Mayor



MAYOR AND CITY COUNCIL GOALS

October 21, 2025

SWOT ANALYSIS



SWOT Analysis is the most common analysis of the overall strategic position of a City and its environment. Its key purpose is to identify the strategies that will create a model that will best align a City's resources and capabilities to the requirements of the environment in which the City operates.

The four factors: Strengths, Weaknesses, Opportunities and Threats

STRENGTHS



- **Revitalization Projects – Increase in Perception**
- **Vibrant Downtown – Central Business District**
- **Community Buy-In**
- **Relocation Program**
- **Private Investments**
- **Bond Rating**
- **Citizen's Local Government Academy**
- **Location rich with Regional History, Cultural Amenities and the Natural Beauty and Resources**
- **Strong, Qualified and Committed Management Staff**
- **Mayor/City Council engaged with Staff, Community Groups and Governmental Leaders**
- **Access to Educational Institutions such as Frostburg State University and Allegany College**

WEAKNESSES



- **Absentee Landlords**
- **Court System**
- **Homeless Population / Mental Health Issues**
- **Location of Possibility Shop**
- **Blighted Properties / Ongoing cost of Maintaining**
- **Negativity on Social Media**
- **Lack of Higher Paying Jobs**
- **Declining Housing Stock & Lack of Housing Options (Affordable, Workforce, Multi-Family & Senior)**
- **Low Tax Base – High Tax Rate – Double Taxation**

OPPORTUNITIES



- **Attainable Housing Coalition**
- **Mainstreet Project – Community Revitalization Bureau**
- **Sport Facility**
- **River Park**
- **Dog Park**
- **Walking Track at Gene Mason Complex**
- **Improving Southside**
- **Encourage Multi-Use Development**
- **Bring Standards Up – Code Enforcement**
- **Enhance Community Policing**
- **New & Approved Amenities: Skate Park/Parks & Rec**
- **Quality of Life Amenities**
- **Refined Outlook**
- **Finish all Projects**
- **Acquire CSX Property (Encourage more in the area)**
- **Redefine/Revisit Economic Development**
- **Interstate 68 (Flintstone – LaVale)**
- **Rebranding of Cumberland (One Website)**
- **Perception (Communication & Engagement w/Residents)**



- **Social Media**
- **Blighted Properties**
- **State Fiscal Situation**
- **Uncertainty of Federal/ State Funding**
- **Neighboring States and their Codes**
- **State Building Codes**
- **Absentee Landlords – Need Local Representatives**
- **Recruitment (Critical Retirements)**
- **Population decline**
- **Stock Housing**

MISSION STATEMENT



“The City of Cumberland is a vibrant and friendly community devoted to the well-being of our residents, businesses and visitors. We are committed to blending our small-town charm and the regions natural beauty with opportunities for modernization while still preserving our City’s rich history. We are committed to making Cumberland a safe and welcoming place to visit, work, live and raise a family, and we strive to provide excellent public safety, high quality utilities and fiscally responsible transparent governance to meet the needs of all citizens in an effort to create a sustainable community.”

IS THIS STILL OUR MISSION ?



MAYOR AND CITY COUNCIL GOALS



- **Sport Facility**
- **Engage with Colleges / Universities**
- **Fund balance projection- 2-5 years of what revenue will be & put a base plan together**
- **Responsible borrowing**
- **Prioritization of projects**
- **Revenue sources/enhancements**
- **Addressing infrastructure needs**

GENERAL COMMUNICATION



- **Citizen Engagement**
- **Consolidation/Rebranding of website**
- **Citizen messaging**
- **City positive Public Relations**
- **Speak with a unified voice**



- **Recreation – Expand/Provide Programs for different generations**
- **Partner with HRDC**
- **Community Survey through Neighborhoods**
- **Community Policing**
- **Continuation & Evaluations of Programs**
- **Continuation & Strengthening Code Enforcements**
- **Increasing Housing Stock & Blight Removal**
- **Preserve Historic Buildings – Manage change well**

STAFF ENHANCEMENTS

- **Reinforcement for Employees**
- **Form Succession Plan**
- **Mold to the New Culture**
- **Expanding Staff Development**
- **Organizational Structure optimized**
- **Internal Training (Cross-Training)**



GOVERNMENTAL & COMMUNITY PARTNER RELATIONS

- **Improve Relationship with CSX**
- **Town & Gown Committee**
- **Enhancing the Relationship with County & State Representatives**
- **Enhancing the Relationship with Community Partners**
- **State Associations: MML, MACo, Tri-County Council**
- **Colleges – Career Center for Workforce Development**





QUESTIONS

File Attachments for Item:

. Order 27,891 - approving a Historic District Tax Incentive Program credit for property at 138 Baltimore St. (Tax No. 14-004343), owned by CG Enterprises, based on total eligible project costs of \$503,677 for a Property Tax Credit of \$50,368 valid for 5 years, along with a property tax assessment freeze for a period of 4 years

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

ORDER NO. 27,891

DATE: November 4, 2025

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

THAT, the property located at 138 Baltimore Street (Tax No. 14-004343), owned by CG Enterprises is hereby granted a one-time Historic District Property Tax Credit based on total eligible project costs of Five Hundred Three Thousand Six Hundred Seventy Seven Dollars and No Cents (\$503,677.00) as follows:

1. Real Estate Property Tax Credit - in the amount of Fifty Thousand Three Hundred Sixty Eight Dollars and No Cents (\$50,368.00) will be utilized to offset the annual tax bill for a total of five (5) years or until fully exhausted; any credit remaining after the five-year period will expire.;
2. Property Tax Assessment Freeze is applicable for four (4) years for this project since the ratio of the project investment versus the pre-improvement value of Seven Hundred Eighteen Thousand Five Hundred Dollars and No Cents (\$718,500.00) is between seventy percent (70%) and eighty percent (80%).
3. The effective tax year to when these incentives should be applied is 2024/2025 (Fiscal Year 2025).

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,892 - approving Change Order No. 1 with Carl Belt, Inc. for additional work at several locations within the project scope due to site limitations and conditions for the Downtown ADA Improvements (Project 16-21-M), in the not to exceed amount of \$69,510.19, bringing the new project total to \$223,720.19

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

ORDER NO. 27,892

DATE: November 4, 2025

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

THAT, Change Order No. 1 with Carl Belt, Inc., 11521 Milnor Avenue, Cumberland, MD 21502 for additional work at several locations within the project scope due to site limitations and conditions for the Downtown ADA Improvements (Project 16-21-M), in the not to exceed amount of Sixty Nine Thousand Five Hundred Ten Dollars and Nineteen Cents (\$69,510.19) bringing the new project total to Two Hundred Twenty Three Thousand Seven Hundred Twenty Dollars and Nineteen Cents (\$223,720.19) be and is hereby approved.

Raymond M. Morriss, Mayor

Budget Number: 111.410.2024.63000

Order of bids:

Original Bid	\$154,210.00
Change Order No. 1	\$69,510.19
Total After Change Order No. 1	\$223,720.19

Council Agenda Summary

Meeting Date: 11/4/2025

Key Staff Contact: Matt Idleman, PE

Item Title:

Change Order #1 Downtown ADA Improvements Contract, City Project # 16-21-M

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

Change Order #1 for Downtown ADA Improvements Contract in the amount of \$69,510.19 for additional work.

This change order is for additional work that occurred in several locations within the project scope due to site limitations and conditions. All additional work was completed at the original bid pricing.

The original award was for \$154,210.00 with M&CC Order 27,752 and will be increasing by \$69,510.19 to the new amount of \$223,720.19.

Amount of Award: \$69,510.19

Budget number: 111.410.2024.63000

Grant, bond, etc. reference: CDBG



PCO #001

Carl Belt, Inc. - An Equal Opportunity Employer
P.O. Box 1210 / 11521 Milnor Avenue
Cumberland, Maryland 21502

Project: 4498 - Downtown ADA Improvements - Belt-Misc. Projects
11521 Milnor Avenue
Cumberland, Maryland 21502

Prime Contract Potential Change Order #001: Additional Work at George St., Harrison St., and Dexter Pl.

TO:	City of Cumberland 57 N. Liberty Street Cumberland, Maryland 21502	FROM:	Carl Belt, Inc. P.O. Box 1210 Cumberland, Maryland 21501-1210
PCO NUMBER/REVISION:	001 / 0	CONTRACT:	3 - City of Cumberland - Downtown ADA Improvements
REQUEST RECEIVED FROM:	Avery Costilow (Carl Belt, Inc.)	CREATED BY:	Jen Wilson (Carl Belt, Inc.)
STATUS:	Pending - In Review	CREATED DATE:	10/16/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	CHANGE ORDER REQUEST:	None
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$69,510.19

POTENTIAL CHANGE ORDER TITLE: Additional Work at George St., Harrison St., and Dexter Pl.

CHANGE REASON:

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
Additional Work at George St., Harrison St., and Dexter Pl. as per the attached.

ATTACHMENTS:

#	Budget Code	Description	Amount
1	OC Owner Cost	Additional Work at George St., Harrison St., and Dexter Pl.	\$69,510.19
Grand Total:			\$69,510.19

City of Cumberland
57 N. Liberty Street
Cumberland, Maryland 21502

Carl Belt, Inc.
P.O. Box 1210
Cumberland, Maryland 21501-1210

 10/16/25
SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

Job:	City of Cumberland ADA Sidewalks							Job:	4498			
								Last Modified:	10/16/25 15:51			
No.	Description	Qty	Unit	Unit Price	Sub Cost	Unit Price	Equipment Cost	Unit Price	Material Cost	Unit Price	Labor w/burden	Notes
1	Additional Work at George St., Harrison St. and Dexter Pl.	1	ls	\$ -	-	\$ -	-	\$ -	-	\$ -	-	
				\$ -	-	\$ -	-	\$ -	-	\$ -	-	
				\$ -	-	\$ -	-	\$ -	-	\$ -	-	
				\$ -	-	\$ -	-	\$ -	-	\$ -	-	
	Engineering and Design Fees			\$ -	-	\$ -	-	\$ -	-	\$ -	-	
	Specs Engineering	1	ls	6000	6,000.00	\$ -	-	\$ -	-	\$ -	-	
				\$ -	-	\$ -	-	\$ -	-	\$ -	-	
	Additional Work			\$ -	-	\$ -	-	\$ -	-	\$ -	-	
5002	Type A Curb & Gutter Any Height or Depth	109	If		-	\$ -	-	116	12,644.00	\$ -	-	
5003	5-inch Reinforced Concrete Sidewalk	923	Sf		-	\$ -	-	18	16,614.00	\$ -	-	
5004	Detectable Warning Surfaces for Curb Ramps	107	Sf		-	\$ -	-	62	6,634.00	\$ -	-	
5005	Concrete Curb Wall - Type A	61	If		-	\$ -	-	435	26,535.00	\$ -	-	
				\$ -	-	\$ -	-		-	\$ -	-	
Total				\$ 6,000.00		\$ -	-	\$ 62,427.00		\$ -	\$ 68,427.00	
										\$ -	Total Labor	
										\$ 62,427.00	Total Material	
										\$ -	Total Equipment	
										\$ 6,000.00	Total Subcontractor	
										\$ -	Sales Tax	
										\$ 68,427.00	Sub Total	
										\$ -	O&P Labor	
										\$ -	O&P Material	
										\$ 600.00	O&P Subcontractor	
										\$ 69,027.00	Sub Total	
										\$ 483.19	Bond	
										\$ 69,510.19	Grand Total	

File Attachments for Item:

. Order 27,893 - accepting the sole source proposal from Roblee Historic Preservation, LLC for the update to the Maryland Inventory of Historic Places documentation for the Dumbhundred District in the not to exceed amount of \$11,790

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

ORDER NO. 27,893

DATE: November 4, 2025

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

THAT, the sole source proposal from Roblee Historic Preservation, LLC, 2 South Street, Suite 406, Auburn, NY 13021, for the update to the Maryland Inventory of Historic Places documentation for the Dumbhundred District, be and is hereby approved in the not to exceed amount of Eleven Thousand Seven Hundred Ninety Dollars and No Cents (\$11,790.00).

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: 11/4/2025

Key Staff Contact: Ruth Davis - Rogers

Item Title:

Dumbhundred Historic District Proposal for Professional Services

Sole Source

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

Accept proposal from Roblee Historic Preservation to prepare and submit a nomination form for the Dumbhundred Historic District to be listed on the National Register of Historic Places

Award: *These services will be paid for with FFY25 CLG Project Grant Mayor and City Council of Cumberland - 5480*

Amount of Award: \$11,790.00



March 15, 2025

Ruth Davis-Rogers
Historic Preservation Planner
City of Cumberland
City Hall
57 North Liberty Street
Cumberland, MD 21502

**RE: Dumbhundred Historic District MIHP update and DOE
Proposal for Professional Services**

Dear Ruth,

Roblee Historic Preservation, LLC (RHP) is pleased to present this professional services proposal to the City of Cumberland, Maryland (the Client), to update the Maryland Inventory of Historic Places (MIHP) documentation for the Dumbhundred Historic District (MIHP AL-IV-A-143; the Project). It is RHP's understanding that this proposal is time sensitive. In addition, RHP has a current contract with the Client for historic preservation services. Therefore, RHP is presenting this proposal in an abridged format, and assumes the Client is familiar with the firm's background and qualifications.

PROJECT UNDERSTANDING

The Dumbhundred Historic District in Cumberland, Maryland, has been the focus of multiple previous survey efforts, including the 1976 Historic Survey of Cumberland and a 1981 study by Peggy Bruns Weissman for the Maryland Historical Trust (MHT). More recently, MHT completed a Determination of Eligibility (DOE) form, affirming the district's significance under National Park Service (NPS) Criteria A and C. The significance is derived from the area's strong association with Cumberland's industrial growth, particularly as a residential community for brewery workers, railroad employees, and glassblowers. The district is particularly noted for its connection to Wright Butler, a prolific local architect who was born and raised in the neighborhood and designed several houses here, including his own residence at 205 Columbia Street (AL-IV-A-143-1), which is listed on the National Register of Historic Places (NR). Another significant architect, George Sansbury, contributed to the architectural character of the neighborhood by designing homes west of Valley Street.

Through the most recent evaluation, it was determined that the integrity of the district remains strong, with only minor exceptions where some properties have experienced alterations or deterioration. Few modern intrusions exist, preserving the neighborhood's historical character. While earlier studies established a more limited boundary, research and direct observation have since justified an expansion, incorporating buildings of similar age, scale, and significance. The revised district now extends from the north side of Henderson Avenue on the south to the north side of Independence Street, encompassing the area near Saint Patrick Cemetery and Sylvan Avenue, while Franklin and Bedford Streets define its western and eastern limits.¹

The City of Cumberland Historic Preservation Planner has met with residents of the district over recent months who are interested in pursuing NR listing for the district in order to benefit from the financial incentives provided by such listing, primarily historic rehabilitation tax credits. MHT has indicated that in order to be considered for NR listing, the MIHP documentation must be updated with an accompanying DOE form. To that end, the Client is seeking a proposal to draft the updated MIHP form and DOE forms.

SCOPE OF SERVICES

Upon the execution of a contract, RHP will submit a formal cover letter requesting MHT consultation. RHP will review all relevant existing documents that may be made available from the Client and MHT and all sources available from local and online repositories. Subject to the availability of each party, RHP will have a remote kick-off meeting with the Clients and MHT to clarify specific goals and discuss any other relevant concerns. RHP will conduct at least 3 days of field work in order to document all existing historic properties within the Dumbhundred Historic District and will conduct research at local historical societies and repositories as necessary. All photography will be taken from public rights of way. An MIHP and DOE form for the district will be prepared in accordance with the following applicable industry standards:

- *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation,*
- *Revised 2019 Standards and Guidelines for Architectural and Historical Investigations in Maryland,*
- *Guidelines & Resources for Compliance-Generated Determinations of Eligibility,* and
- *Standards for Submission of Digital Images and Products to the Maryland Inventory of Historic Properties.*

FEE SCHEDULE

RHP proposes to complete the proposed scope of services on an hourly not-to-exceed basis for a fee of \$11,790. It is anticipated that work for this project will require a total of approximately 100

¹ Maryland Historical Trust (MHT), *Dumbhundred Historic District*, MHT Determination of Eligibility Form, (Baltimore, MD: MHT), 2018.

hours of RHP staff time. At this time, start and completion dates are subject to future agreement between RHP and the Client.

RHP total proposed fee is broken down on a task-by-task basis as follows. Reimbursable costs include printing and postage fees, mileage, and lodging have been factored into the total. Services herein shall be billed upon completion of each task. All RHP staff time is billed at the same rate; \$75 for meetings, field work, and research, and \$120 for writing and editing.

Tasks	Rate	Estimated Hours	Fee
Preliminary data review/initiation of MHT consultation	\$75	8	\$600
RHP will attend a project kick-off meeting with the Client and MHT to ensure that key areas of interest and/or concern are identified in advance of work.	\$75	2	\$150
RHP will conduct at least 3 days of field work in the Proposed District for research and information gathering purposes.	\$75	24	\$1,800
RHP will submit a first draft of the survey to the Client and MHT for review and comment.	\$120	60	\$7,200
Following receipt of comments RHP will make edits to the document.	\$120	6	\$720
Reimbursables	-	-	\$1,500
Total	-	100	\$11,790

This proposed scope of services and fee proposal does not include any other service not explicitly set forth herein. A scope and cost proposal for additional services will be provided if requested by the client.

ASSUMPTIONS

RHP's scope of services for this project (per the tasks described herein) is based on the following assumptions:

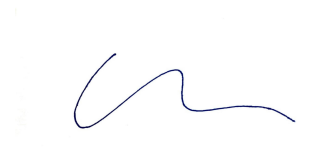
1. Project schedule may be altered to reflect extenuating events or circumstances experienced by RHP, the Client, or MHT through the open communication and mature agreement of all.
2. The Client will make available any relevant, previously collected documents in their

possession which relate to the project and that could provide information useful in completing the Project.

3. The Client and MHT will provide a timely review of comments on all submitted drafts. The cost estimate included herein is based on the assumption that MHT will provide comments.
4. The Client will inform RHP as soon as possible if there is a change in Project goals or scope. If the project goals change or become substantially altered, a change order will be issued.

Please do not hesitate to contact Andrew Roblee at (315) 224-6344 or andrew@robleehp.com if you have any questions or would like to discuss this proposal. RHP truly appreciates the opportunity to submit this proposal and looks forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Andrew Roblee', is positioned above the printed name.

Andrew Roblee, President

Re: Sole source approval Needed

1 message

Jeff Silka <jeff.silka@cumberlandmd.gov>

Wed, Oct 22, 2025 at 9:37 AM

To: Ruth Davis-Rogers <ruth.davis-rogers@cumberlandmd.gov>

Cc: Allison Layton <allison.layton@cumberlandmd.gov>

Approved

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

On Tue, Oct 21, 2025 at 3:07 PM Ruth Davis-Rogers <ruth.davis-rogers@cumberlandmd.gov> wrote:

Jeff,

Please approve this sole source invoice. This is for work proposed in the amount of \$11,790, awarded to us via CLG funding provided to us from the Maryland Historical Trust, to hire Roblee Preservation for services to update the Maryland Inventory of Historic Places (MIHP) documentation for the Dumbhundred Historic District (MIHP AL-IV-A-143) so that it can be nominated as a National Register District. This designation will allow the district to be eligible for historic preservation tax credits and grant funding.

Quick reminder, Roblee Preservation provided services to us within the past year to update the inventory of buildings in the downtown National Register District. While he was here members of the Dumbhundred Historic District approached the M&CC expressing their desire to become a NR district which the M&CC approved. Due to his familiarity with our historic districts, and the fact he is an approved contractor with the Maryland Historical Trust, he provided a proposal for his services for nomination of the Dumbhundred District. This funding was awarded early in the spring of 2025 but has been delayed due to Federal budget cuts and freezes. Recently this funding was released to the state of Maryland, however the timeline has not changed. This funding, and all reports, must be completed by May of 2026 with the final report completed in June. When I discussed this situation with you a few months ago you said that this situation met the conditions to receive a sole source approval due to timing and the lack of MHT approved contractors in this area.

Let me know if you have any questions.

Thank you,
~Ruth

Ruth Davis-Rogers
Historic Preservation Planner/Grants Management
57 N. Liberty Street
Cumberland, MD 21502
(301)759-6431

"There may have been a time when preservation was about saving an old building here and there, but those days are gone. Preservation is in the business of saving communities and the values they embody."

~Richard Moe