



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman James L. Furstenberg
Councilwoman Laurie P. Marchini

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

AGENDA

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

DATE: August 05, 2024

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

Presentations

1. Presentation to Brandi Gochenauer for her Track & Field State Championship
2. Presentation to George Franklin and Raymond Twyman for their gold medal wins at the 2024 National Transplant Games

Director's Reports

(A) Police

- [1.](#) Police Department Monthly Report for June 2024

(B) Utilities - Flood, Water, Sewer

- [1.](#) Utilities Division Water/Sewer/Flood Monthly Report for July 2024

Approval of Minutes

- [1.](#) Approval of the Open Work Session and Regular Public Minutes from July 16, 2024

Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

Unfinished Business

(A) Ordinances

- [1.](#) Ordinance 3985 (*2nd and 3rd readings*) - authorizing the execution of (1) a contract for exchange of real estate for the exchange of certain surplus real property owned by the Mayor and City Council of Cumberland located at 454 Goethe Street for the real property owned by James W. Wormack and Joyce E. Wormack at 415 Central Avenue, (2) a deed for the purpose of conveying the property and (3) such supplemental documents as may be required to effect the transaction
- [2.](#) Ordinance 3986 (*2nd and 3rd readings*) - authorizing the transfer of three parcels of real property located at 406, 410 RR and 412 Goethe Street to Dawn Hite for the purchase price of \$300
- [3.](#) Ordinance 3987 (*2nd and 3rd readings*) - authorizing the transfer of the parcel of real property located at 469 Goethe Street to Justin Lamp for the purchase price of \$500
- [4.](#) Ordinance 3988 (*2nd and 3rd readings*) - authorizing the transfer of the parcel of real property located at 111 South Street to Covenant Keeper, Inc. for the purchase price of \$2,150
- [5.](#) Ordinance 3989 (*2nd and 3rd readings*) - authorizing the transfer of the parcel of real property located at 526 Broadway Circle to James and Terry Froelich for the purchase price of \$2,001
- [6.](#) Ordinance 3990 (*2nd and 3rd readings*) - authorizing the transfer of the parcel of real property located at 424 Goethe Street to Jonathan Pressman for the purchase price of \$7,000

New Business

(A) Ordinances

- [1.](#) Ordinance 3991 (*1st reading*) - enacting Section 11-115 of the Code of the City of Cumberland pertaining to the prohibition against the smoking of tobacco and cannabis and the use of smokeless tobacco within the right of way of Baltimore Street between its intersections with the East side of Mechanic Street and the West side of Queen City Drive
- [2.](#) Ordinance 3992 (*1st reading*) - enacting Section 15-55 of the Code of the City of Cumberland pertaining to the waiver of the ban against the use of alcohol in City Parks and Parklets for pavilion use and special events in Constitution Park, and granting the Director of Parks and Recreation the power to issue permits for the said waiver

(B) Orders (Consent Agenda)

- [1.](#) Order 27,516 - declaring vehicles and equipment to be surplus and authorizing them for sale, trade in or scrap
- [2.](#) Order 27,517 - authorizing appointments to the Arts Commission and the Downtown Development Commission

- [3.](#) Order 27,518 - authorizing the Chief of Police to accept the FY25 Sex Offender Compliance grant in the amount of \$19,248 for Cumberland Police Department and Allegany County Sheriff's Office overtime to perform compliance checks by conducting home visits of registered sex offenders to confirm residency
- [4.](#) Order 27,519 - authorizing the Chief of Police to enter into a Memorandum of Understanding with the Allegany County Health Department to receive grant funding in the amount of \$1,500 for officers to work mediation pick up and take back events in an attempt to prevent opioid misuse
- [5.](#) Order 27,520 - authorizing the Chief of Police to enter into a Memorandum of Understanding with the Allegany County Health Department to receive grant funding in the amount of \$3,000 for officers to work overtime conducting overdose follow-ups in conjunction with Peer Support Specialists and Allegany County Parole and Probation
- [6.](#) Order 27, 521 - authorizing the Chief of Police to accept the FY25 MCIN Grant in the amount of \$330,750 to be used to support crime reduction patrols, targeted enforcement, intelligence gathering, apprehension of violent criminal, streamline information sharing to address gang and drug trafficking with grant funds being obligated for contractual salaries, personnel services and overtime for increased manpower within allied agencies
- [7.](#) Order 27,522 - authorizing an amendment to Order No. 27,388, originally approved on January 16, 2024 for the upfit of three (3) 2023 Ford Police Interceptor vehicles, to include the cost of shipping in the amount of \$499.84, bringing the new total not to exceed \$41,607.31
- [8.](#) Order 27,523 - authorizing the execution of a BMX Facility Long-Term User Agreement for the use of the BMX Bike Track and appurtenances in the Mason Sports Complex through June 30, 2025
- [9.](#) Order 27,524 - authorizing the execution of the concession stand agreement with Lisa Gover for the operation of the concession area at the Constitution Park Pool from May 25, 2024 through September 30, 2024, with a license fee of \$500
- [10.](#) Order 27,525 - authorizing the City Comptroller to facilitate the purchase of the property at 461 Central Avenue (Tax ID 22-003852) as part of the Central Avenue City/County Initiative for the closing bid price of \$25,000, plus closing costs and auction fees, estimated at \$4,800, bringing the total amount not to exceed \$29,800
- [11.](#) Order 27,526 - approving the purchase of the property at 425 Central Avenue in Cumberland, MD (Tax ID 22-008277) as part of the Central Avenue City/County Initiative for the price of \$85,000
- [12.](#) Order 27,527 - rescinding Order No. 27,492 approved on July 2, 2024 due to a misstated purchase amount and approving the contract renewal with Link Computer Corporation for the renewal of the MuniLink Utility Billing System for a one-year term retroactive to July 1, 2024 the amount not to exceed \$47,064.60
- [13.](#) Order 27,528 - authorizing the execution of a grant agreement with Maryland Historical Trust for \$25,000 in grant funds to the City to be used for commissioning a study to implement connectivity between local attractions and services

- [14.](#) Order 27,529 - authorizing execution of a grant agreement with MD Department of Housing and Community Development regarding DHCD's provision of \$25,000 in grant funds to the City to support marketing and advertising efforts in conjunction with the Cumberland Main Street Revitalization Project, and further authorizing the City's acceptance of the funds
- [15.](#) Order 27,530 - authorizing the execution of an Outdoor Dining Lease Agreement with Culinary Innovation Associates, LLC (DBA Mise En Place), Queen City Creamery & Deli, LLC, MIXX 112 Boutique, L.L.C (DBS Myla and Maple) and The New Creamery LLC (DBA Queen City Cravings) 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 August 1, 2024 through October 31, 2025
- [16.](#) Order 27,531 - approving the emergency repairs to the Koon Dam Bridge by Carl Belt, Inc. for Koon Dam Emergency Bridge Repairs (City Project 2024-15-WFP) in the not to exceed amount of \$63,760
- [17.](#) Order 27,532- authorizing the City Administrator to execute Change Order No. 3, with Harbel, Inc. due to the need for additional concrete repair discovered after the project began, for the repair of Bridge A-C-01 McMullen Bridge (City Project 18-16-BR), in an increased amount of \$15,123.17, bringing the total contract price not to exceed \$542,011.48
- [18.](#) Order 27,533 - authorizing the purchase of the property at 411 and 413 Central Avenue in Cumberland, MD (Tax ID's 22-002740 and 22-015427) as part of the Central Avenue City/County Initiative for the price of \$40,000
- [19.](#) Order 27,534 - approving the sole source purchase on behalf of Let's Beautify Cumberland of a clock and clock equipment from Electric Time Company, Inc, to be placed on the parklet at Hendershot Park in the not to exceed amount of \$26,951 utilizing funds from the account held at the Community Trust Foundation
- [20.](#) Order 27,535 - authorizing the Mayor to sign a Subdivision Participation and Release Form for the Kroger Settlement as part of the ongoing Opioid Litigation

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Police Department Monthly Report for June 2024



City of Cumberland Department of Police

Monthly Report
June 2024



City of Cumberland Department of Police

Monthly Report

June 2024

Part 1 Crimes for the Month

	2023	2024		2023	2024		2023	2024		2023	2024
Aggravated Assaults	4	6	B & E (All)	19	9	Murder	0	0	Rape	2	0
Robbery	1	2	Theft - Felony	0	0	Theft - Vehicle	1	3			

Selected Criminal Complaints for the Month

	2023	2024		2023	2024		2023	2024		2023	2024
Theft - Misdemeanor	12	29	Theft - Petty	40	10	Domestic Assaults	12	21	CDS	27	13
Disturbances	154	113	DOP/Vandalism	20	27	Indecent Exposure	1	3	Sex Off - Other	6	4
Suicide	0	0	Suicide - Attmpt.	0	0	Tampering M/V	0	0	Abuse - Child	2	2
Trespassing	27	28	Assault on Police	2	1	Assault Other	31	39			

Selected Miscellenous Incidents for the Month

	2023	2024		2023	2024		2023	2024		2023	2024
Alcohol Volations	2	5	Juvenile Compl.	24	16	Missing Persons	8	9	School Resource	10	0
School Threat	0	0	Sex Off. Regist.	3	0	Truancy	0	0	Death Investigation	4	7

Selected Traffic Incidents for the Month

	2023	2024		2023	2024		2023	2024		2023	2024
DWI	9	10	Hit & Run	20	11	M/V Crash	58	57	Traffic Stop	318	297

Selected Service Calls for the Month

	2023	2024		2023	2024		2023	2024		2023	2024
Alarms	31	42	Assist Motorist	32	37	Check Well-Being	142	141	Foot Patrol	65	93
Assist Other Agency	76	68	Bike Patrol	0	59	Special Events	5	8	Suspicious Activity	78	76

Current Incident Status for the Month

	2023	2024		2023	2024		2023	2024		2023	2024
Open	13	97	Arrest	239	172	Closed	1921	1653	Suspended	56	25



City of Cumberland Department of Police

Monthly Report

June 2024

Arrests Totals for the Month

	2023	2024		2023	2024		2023	2024		2023	2024
M/V Citations	26	51	M/V SERO	2	0	M/V Warnings	278	240	Arrest on View Adult	38	40
Arrest On Crim. Cit.	13	17	Arrest Summons	30	26	Arrest Warrant Adult	63	49	Adult Crim.	145	140
Arrest Summon (Chrg)	25	20	Arrest Warrant (Chrg)	24	15	Juvenile Crim.	12	9	Arrest on View Juv	9	9
Arrest Warrant JUV	1	0	Emer. Petition	54	18	Fingerprinting	2	1	RunAway & Miss Per.	7	9
Civil Citation	3	3									

Total Incidents Reported :

2023	2024
2,229	1,947

Chuck Ternent - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

JUNE 2024

SWORN PERSONNEL: 49 SWON OFFICERS

Administration	5 officers
Squad D1	8 officers
Squad N1	8 officers
Squad D2	8 officers
Squad N2	8 officers
C3I/C3IN	5 officers
School Resource	2 officers
CAT Team	2 officers
Academy	3 officer

CIVILIAN EMPLOYEES: 7 full time, 6 part time

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

*=Grant funded

**=Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 1,449.5
COMP TIME USED: 297.75
SICK TIME USED: 53

YEAR TO DATE (beginning 07/01/23): 10,126
YEAR TO DATE (beginning 07/01/23): 2,046
YEAR TO DATE (beginning 07/01/23): 1,898.25

OVERTIME REPORT

OVERTIME WORKED: 88
HOSPITAL SECURITY: 64.5
COURT TIME WORKED: 280

YEAR TO DATE (beginning 07/01/23): 1,952.25
YEAR TO DATE (beginning 07/01/23): 1,431
YEAR TO DATE (beginning 07/01/23): 4,705

File Attachments for Item:

. Utilities Division Water/Sewer/Flood Monthly Report for July 2024

[illegible][illegible]

[illegible]

Sanitary Sewer Department Monthly Report



July 2024

Calls Answered:	24
Service Lines Opened:	6
Owner's Trouble:	7
Line Locates/ Mains	199
Flushed Mains	2,820
Mains Repaired/ Replaced	4
Sewer Taps Installed (8. N Johnson St)	1
Cleaned Catch Basins	30
Cleanouts Installed	4
Televised Sewer Mains	2,200
Televised Sewer Lines	16 service Lines
Call Outs/ Overtime	8 call outs 18 Hrs
Weekly Check of Overflows, pits, etc....	6

Jeffrie Harden
Supervisor

Flush Truck
Vac-con

Water Usage:

608	6,500	Gals.
605	3,100	Gals.

Work Performed and House Calls

133 Honover St. House call, Homeowner Needed Plumber

415 Washington Flush truck needed for Blocked Lateral

543 North Mechanic, Flush truck need for blocked Lateral

211 Wempe, Flush truck needed for blocked lateral(Sewage Backflow Residents Basement)

57 N Liberty, Monthly flush of Sewer main

*242 Humbird, Sewer lateral line replacement, (10 Ft of six inch)

924 Seton Dr. Flushed sewer mains, Resident Needed Plumber

203 Wallace St. Flush truck sent to clean main (no cleanout) Plumber needed

8 N Johnson 4inch Sewer Tap installed Permit # UT24-00011

35 N Liberty Repaired made to the cleanout on sidewalk

823 E First st. House call Resident plans on Installing grinder pump needs new tap

127 N Center St, 2 basins repaired and replaced

236 Baltimore St. Flush truck needed for Street department

1033 Longwood ave, H2o Dept struck sewer main 8' of 10inch pipe replaced

411 Pulaski Flush truck needed for Sewer main to CCTV

****Sewer Main Repair on Maryland Ave. (Rolling Mills Develop.)**

Vac-con for H2o Dept Cumberland Lonwood Valve replacement 5hrs

Vac-con Baltimore Bridge H2o Dept 16hrs.

High Velocity 18 Sites Sewer Dept.

Hydro Sites Water Dept.

Vactor Truck callouts: 15

Flush Truck Used for Street Dept to Water Ball Fields 3500 Gallons Used

CCTV Camera Truck Callouts:

924 Seton Dr. No City Issues

133 Hanover St. No City Issues

211 Wempe Roots found in Lateral in Street

Frazier Lake CCTV inspection for Engineering

57 N Liberty St. Inspection

411 Pulaski St. No City Issues

203 Wallace st No City Issues

Lee st, Old Apples Building CCTV Inspection for upcoming build(G:

533 N Mechanic, Found rock in Lateral was able to flush out & remo

109 Luteman, CCTV found roots on residents property

Maryland Ave. Leak investigation

339 Bedford Road lateral line inspection Homeowners needs Plumber

7/10/2024 Averitte CSO Cleaned w flush truck, Sencor Cleaned off

7/03/2024 Elizabeth St CSO Manhole Base fastened

7/22/2024 CSO Inspection 002 of Post (Newe Post installed)

7/31/2024 Vac-con requested for sewer plant 12HRs

July 2024 Monthly Reort

Flood Maintenance

Test Ran 20 levee Sluice Gates -six month Inspection completed

Run Gate Operators

Check Sewage Regulators

Safety Meeting

Test Run Green St Pump

Cleaned debri Big/Small bull pin

Weekly Check of overflows

Brush Cut Levee wall

Pre & Post Storm Inspections

Wash Down CSO Millrace flumme

Began Mowing Cycle

Mowed West and East Ridgley, Moose, And Parkets Narrows

Cleaned and Maintenance of Mowers/Trimmers

Mowed Levee Field 1,2,3,4 (Army Core Engineer Contract)

Mowing Cycles completed(Bill A.C.E)for 2nd Cycle

Cleaned Pump station Prep for Army Corp Inspection 07/29/2024

Annual herbacide Contractor onsite from 07/8/24-07/29/2024

Began Internal levee weed removal and Maint. Flapper gates(Incomplete

File Attachments for Item:

1. Approval of the Open Work Session and Regular Public Meeting Minutes from July 16, 2024



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman James L. Furstenberg
Councilwoman Laurie P. Marchini

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, July 16, 2024; 5:30 pm

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

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Bobby Smith, Director of Engineering and Utilities; Chuck Terner, Chief of Police; Shannon Adams, Fire Chief;

Media: Teresa McMinn, Kathy Cornwell, Cumberland Times-News

Sandra Roeder, Citizen

I. DISCUSSION ON THE CHURCH/BUTLER ALLEY PARKING ISSUE

Bobby Smith began the discussion by addressing the Church Alley Parking issue that is owned by the City and is a public right of way. He presented the M&CC a map that outlines the area of coverage which goes from building to building with the exception of the parking spaces behind the Book Center. The parking area behind the parklet that is leased to Ottaviani's, is City property and is part of the right of way. The issue that has occurred over the past few months is parking in a manner that EMS are not able to pass through. In the evenings parking is sometimes 2-3 cars deep and parking on Rose's property. The owner has been advised that it is his responsibility to put signage up and tow if he feels the need.

Other issues are also with contractors not contracted with the City, parking in the area as well, and near the transformer. The City is trying to enforce the existing land rights, by restricting parking on the right -hand side of the road by putting new signage up. Parking on the left -hand side would be available with Parkmobile. Extending out of the area towards George Street, there are some handicapped parking spaces and two of them do not meet accessibility guidelines so they would be designated as Parkmobile spaces.

Another issue with the property being a public right of way is with individuals storing dumpsters without encroachment agreements. The suggestion was made to M&CC to consult with Mike Cohen on this issue on how to address it.

Bobby stated that there could be backlash from building owners and tenants, he advised to use the parking garage or find additional parking in designated areas to allow EMS vehicles to properly pass through.

Councilwoman Marchini asked if the owners of the building have agreements to park in those areas, Bobby responded that there are no private parking permits, the only permits are for handicap parking and those permits are issued by the MVA which allows the City to put a sign in front of the business owners building. There are no spots designated for a specific individual. Bobby goes on to explain that the six parking spaces behind the Book Center are leased to the owner of the store, therefore he can work out any kind of an arrangement that he chooses to allow parking. Loading/unloading zones cannot be allowed in the alley due to the issue that it creates for EMS passage. Signage would be removed and the usage of the parking garage, meters and Parkmobile would need to be utilized.

Councilman Cioni asked how many parking spaces are of concern and if it is due to the opening of new businesses. Bobby responded that it is his understanding that the issue is a result of patrons utilizing the businesses and that after 5:00 P.M. Thursday-Saturday there are issues getting through. Councilman Frazier raised the concern of the business owners complaining that there will not be an area for loading and unloading for business deliveries. Bobby advised that they could use North Centre Street, but there will not be any loading or unloading signs. Loading and unloading signs allows the enforcement of something, the difference is you cannot get a vehicle around a delivery truck so therefore, there will not be loading/unloading signs on the mall after the project because that takes away parking spots. That is the recommendation as of right now, we can pivot if we find that it is not working or if we receive new information.

Mayor Morriss added that right now we have a safety issue with emergency vehicles being able to pass through. Bobby added that this issue is not only in the evening but has also been witnessed throughout the day as well. Councilman Furstenberg asked how a tractor trailer can get through being as it is only one way and how you would get to the dock at Rose's. Bobby replied that they would have to go through the side of McDonald's. Laurie asked if tractor trailers would be permitted on Baltimore Street, Bobby advised that the road has been designed to accommodate the turning radius.

II. UPDATE ON THE CITIZENS LOCAL GOVERNMENT ACADEMY

Mr. Silka updated M&CC on the social media event the City is launching called Behind the Curtain, which is a look at the operation of the local government. Next week there will be a more comprehensive post on what it is and at the end of the month, applications will be out and made live. The academy will have 20 slots available and will begin on September 19, 2024 and will continue the next six Thursdays preceding. Outlines of the sessions will be available by Friday with all of the details, the City hoping to get 20 people interested in learning more about how the City of Cumberland operates. Applications will be available on the website.

III. REVIEW OF THE PUBLIC MEETING AGENDA OF JULY 16, 2024

Recognition of Mr. Harriss. Laurie asked if recognition could be given for Lucile Roeder as the first city councilwoman in the state of MD, all council members agreed.

Mayor Morriss asked for questions concerning anything on agenda.

Mr. Silka updated that the Hazard Mitigation plan is a FEMA plan that the City prepares to show areas prone to flooding, which will then allow the County and City to be eligible for funding through the FEMA Mitigation plan. Jeff went on to explain that everything on the orders is self-explanatory, and that he has provided the IAFF contracts with markups, no changes from what was discussed in closed session at the last meeting, mentioning buying meter boxes for the year. Councilman Cioni asked how much of Greene Street was able to be done this time, Bobby responded from Smallwood Street up to the Baltimore Street bridge and then to the Mechanic Street intersection, so basically blending two grant funded projects with a city funded project. The schedule is tentative at the moment due to a water line that is in need of repair before the paving can be completed. Anticipated timeframe would be October.

Concerning the meter vendors, Laurie asked why there are three if they are a sole source, Jeff answered that due to the meters not all being the same there are different manufacturers specific to each meter.

IV. MAYOR AND CITY COUNCIL UPDATES

Councilman Furstenberg reminded the council of Rock the Mountains the coming weekend, Friday through Sunday, with Sunday being all Country. Mayor Morriss added that Sunday is the new day they are adding this year. Friday and Saturday would be all heavy metal & rock. Vendors set up as well. Councilman Cioni added that the Salvation Army would benefit from the event as well and that LBC would be at the Fair this week taking donations for the clock.

Councilman Frazier updated that he was at the Fair to participate in the judging for the Robotics and mentioned the different presentations they did with different schools and how amazed he was with the kids and their knowledge of the information being discussed and the skills they have with robotics.

Laurie updated the status of the waterfall as of Thursday, stating that the plumbing was completed and the next steps would be moving to the mechanical components. Work continues for 5G fiber optic cables as well as the pavers and advised that Liberty Street and Centre Street will remain closed until the final inspection is completed. Once the driving starts the warranty begins and reminds all that it is still an active construction zone. Meetings are still being held every other week for the Baltimore Street ribbon cutting on November 14, 2024 and a dedicated page is being created to provide all information in one place. Save the date invitations will go out electronically. Ribbon cutting will be on Thursday November 14, 2024, Friday night there will be music and a festival with live music on Saturday night. This is a community event so the City will be

connecting with businesses to make sure they are open and participating, more details as they are provided.

Laurie continued that the City has received a grant for \$300K for 74 Baltimore Street at the waterfall where the plan is to have a mural. Also, a grant was received to renovate the downstairs portion of 7911 Liberty Street in an effort to open a business. A grant has also been received for \$25K for a part time marketing position and costs. Two more town hall meetings in September and October. Cumberland received certification from the Main Street and Jake Day spoke at length saying that Cumberland should be a model for the rest of the state. Friday after Five was successful, music at the Farmers Market every other week is going well. Some council members will be participating in the Main Street training on August 8, 2024. Mayor Morriss and Laurie attended a meeting with April Delany to share our concerns and plans for funding from her office, should she be elected.

Mayor Morriss reminded everyone of the ribbon cutting for the Constitution Park Trail on Thursday, which includes five miles of multi-use trails and one mile being handicap accessible. M&CC has expressed concerns in the revitalization of the Constitution Park so this project provides an outlet for outdoor recreation for city residents. The Ceremony is at 5:00 P.M.

There is a ribbon cutting ceremony for the Diamondz Event Center on Wednesday at 11:00 A.M. at 305 Virginia Avenue. Virginia Avenue is a focus area for the City in hopes to make it a vibrant business area. Thursday is the attainable housing meeting at HRDC. Reminded that Farmers Market every Thursday, this week if the John Jorgenson bluegrass band, also Rock the Mountains Friday-Sunday. And last there will be a ribbon cutting ceremony at Cat's Cradle Vintage Shop on Centre Street.

V. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:03 p.m.
Respectfully Submitted,

Allison K. Layton
City Clerk

Minutes approved on: _____



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman James L. Furstenberg
Councilwoman Laurie P. Marchini

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

MINUTES

M&CC Regular Meeting
57 N. Liberty St.

DATE: July 16, 2024

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 Laurie P. Marchini
President Raymond M. Morriss

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

IV. Statement of Closed Meeting

On July 16, 2024, the Mayor and City Council met in closed session at 5:00 p.m. in the Council Chambers in City Hall to discuss Board and Commission Appointments and to consider the acquisition of real property for a public purpose and matters directly related to the acquisition. Authority to close the session is provided by Section 3-305(b)(1)(i) and (3) of the General Provisions Article of the Annotated Code of Maryland.

V. Presentations

1. Recognition of William Harris II for his service with the Public Works Department and being the first African-American foreman for the City of Cumberland.

Mayor Morriss spoke to William Harris II, and his service to the Public Works Department. William was the first African-American foreman for the City of Cumberland. Councilmember Furstenberg added to the recognition of William stating that he was more like a relative because

he felt like a family member to him growing up. Bill was a great friend and a hard worker and stayed by Jimmy's side when his own father passed away. A photo was taken with William Harris's family and council members.

2. Presentation of awards given in recognition of employee career milestones.

Recognition of Kenny Dawson. Devin Burke, Street Superintendent spoke to Kenny's milestone and how appreciative the department is to have him. Kenny is a great asset to the City and cares about what he is doing every day and they are very lucky to have him, and appreciate everything that he does. A photo was taken with Kenny, Devin and members of the council.

VI. Director's Reports

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

(A) Administrative Services

1. Administrative Services Monthly Report for June 2024

(B) Public Works

1. Maintenance Division Monthly Report for June 2024

(C) Fire

1. Fire Department Monthly Report for June 2024

(D) Utilities - Flood, Water, Sewer

1. Utilities Division Water/Sewer/Flood Monthly Reports for June 2024

VII. Approval of Minutes

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

1. Approval of the Closed and Open Work Sessions from June 11, 2024 and the Open Work Session and Regular Public Meeting Minutes from July 2, 2024

VIII. Public Comments- – FOR AGENDA ITEMS ONLY

Eli Crowe, vice president of the Fire Fighters union addressed M&CC and Mr. Silka thanking them for their part of the contract process, making it fair and streamlined to benefit the fire department which then enables them to better serve the community of Cumberland. Your attention to public safety has not gone unnoticed.

Dana Tinnen- signed up, but passed

IX. New Business

(A) Resolutions

1. Resolution R2024-04 (*1 reading only*) - A resolution of the Mayor and City Council of Cumberland adopting the 2024 Allegany County Hazard Mitigation Plan as the City of Cumberland 2024 Hazard Mitigation Plan

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

(B) Orders (Consent Agenda)

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

1. **Order 27,501** - approving the fuel contract for Inventory Gasoline and Diesel Fuel from Stuck Enterprises, Inc., DBA Bedford Valley Petroleum and Propane in the not to exceed amount of \$285,000, piggybacking off of the Allegany County Commissioners' contract, in accordance with City Code Section 2-171(c)
2. **Order 27,502** - authorizing the City of Cumberland's lawyers to accept the Kroger settlement in the opioid multi-district litigation
3. **Order 27,503** - accepting the proposal from Local Government Insurance Trust (LGIT) to provide insurance coverages for FY25 for property, general and excess liability, police legal liability, auto comprehensive and liability, and equipment breakdown for the amount not to exceed \$438,456
4. **Order 27,504** - accepting the proposal from Long View Systems Corporation USA for software and services to enhance the cybersecurity monitoring and system patching of our existing OT Tenable systems, in the amount not to exceed \$52,122.87
5. **Order 27,505** - approving the agreement with Tyler Technologies, Inc. to provide time, attendance and advanced scheduling software and services for a 12- month period beginning in FY25 in the amount not to exceed \$30,000
6. **Order 27,506** - approving a change to the sole source proposal from Amazon Web Services, Inc. to provide server hosting and support services for FY24 with an increase of \$815.71, bringing the new not to exceed amount to \$36,815.71
7. **Order 27,507** - authorizing the execution of a three -year Collective Bargaining Agreement by and between the Mayor and City Council of Cumberland and the International Association of Firefighters, AFL-CIO, Local #203, for the period of July 1, 2024 through June 30, 2027
8. **Order 27,508** - approving the proposal from Belt Paving, Inc. provide mill, patch and paving work on Greene Street (City Project 2024-11-PVG) in the amount not to exceed

\$230,029.05 and pursuant to Section 2- 171(c) of the City Code, is awarded in accordance with the terms of the Maryland State Highway Administration's (SHA) existing contract with Belt Paving

9. **Order 27,509** - authorizing the execution of Tariff Supplement No. 001 to the Tariff Water – Pa. P.U.C. No. 4 implementing the Evitt's Creek Water Company's Lead Service Line Replacement Program, addressing the Company's efforts to replace company-owned and customer-owned Lead Service Lines
10. **Order 27,510** - declaring certain equipment to be surplus property and authorizing it for sale, trade in, scrap or disposal
11. **Order 27,511** - authorizing the Sole Source purchase of the City's annual amount of water meters and smartpoints from L/B Water Service in the amount not to exceed \$350,000 for the entire fiscal year
12. **Order 27,512** - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from L/B Water Service in the amount not to exceed \$65,500 for the entire fiscal year
13. **Order 27,513** - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from Core & Main LP in the amount not to exceed \$65,500 for the entire fiscal year
14. **Order 27,514** - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from CITCO Water in the amount not to exceed \$62,533 for the entire fiscal year
15. **Order 27,515** - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from Ferguson Waterworks in the amount not to exceed \$65,500 for the entire fiscal year

Mayor Morriss added that he has had concerned citizens approaching him asking why the City is cutting the EMS Services and he clarified that county services being cut does not affect City residents. We have a solid contract with the IAFF so services will continue. Laurie thanked the Fire and EMS for their services and expressed her appreciation for the services they provide to the residents.

Public Comments

All public comments are limited to 5 minutes per person

X. Adjournment

With no further business at hand, the meeting adjourned at 6:41 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____

File Attachments for Item:

1. Ordinance 3985 (*2nd and 3rd readings*) - authorizing the execution of (1) a contract for exchange of real estate for the exchange of certain surplus real property owned by the Mayor and City Council of Cumberland located at 454 Goethe Street for the real property owned by James W. Wormack and Joyce E. Wormack at 415 Central Avenue, (2) a deed for the purpose of conveying the property and (3) such supplemental documents as may be required to effect the transaction

ORDINANCE NO. 3985

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO AUTHORIZE THE EXECUTION OF (1) A CONTRACT FOR EXCHANGE OF REAL ESTATE FOR THE EXCHANGE OF CERTAIN SURPLUS REAL PROPERTY OWNED BY MAYOR AND CITY COUNCIL OF CUMBERLAND LOCATED AT 454 GOETHE STREET, CUMBERLAND, MD 21502 FOR THE REAL PROPERTY OWNED BY JAMES W. WORMACK AND JOYCE E. WORMACK LOCATED AT 415 CENTRAL AVE, CUMBERLAND, MD 21502, (2) A DEED FOR THE PURPOSE OF CONVEYING THE PROPERTY LOCATED AT 454 GOETHE STREET TO THE JAMES W. WORMACK AND KIMBERLY WORMACK, AND (3) SUCH SUPPLEMENTAL DOCUMENTS AS MAY BE REQUIRED TO EFFECT THE TRANSACTION CONTEMPLATED BY THE SAID CONTRACT FOR EXCHANGE OF REAL ESTATE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain unimproved parcel of real property located at 454 Goethe Street, in the City of Cumberland, Allegany County, Maryland;

WHEREAS, the said property was declared to be surplus property under the terms of Order No. 27,490, passed by the Mayor and City Council on June 18, 2024;

WHEREAS, James W. Wormack and Joyce E. Wormack are the fee simple owners of a certain unimproved parcel of real property located at 415 Central Avenue, in the City of Cumberland, Allegany County, Maryland;

WHEREAS, the Wormacks desire to exchange the real property located at 415 Central Avenue for the real property located at 454 Goethe Street as an even trade pursuant to the terms of a Contract for Exchange of Real Estate, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Mayor and City Council of Cumberland deem it to be in the interest of the City to enter into the said Contract for Exchange of Real Estate in that the City is acquiring property on Central Avenue for open space, at least for the immediate future.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor be and he is hereby authorized to execute the Contract for Exchange of Real Estate attached hereto as Exhibit A;

SECTION 2: BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute a deed in the form attached hereto as Exhibit B or in a similar form deemed to be acceptable to the City Solicitor, conveying the real property and improvements thereon, if any, located at 454 Goethe Street, Cumberland, MD 21502 to James W. Wormack and Kimberly Wormack in exchange for James Wormack and Joyce Wormack's conveyance of the real property and improvements located at 415 Central Avenue to Mayor and City Council of Cumberland;

SECTION 3: AND BE IT FURTHER ORDAINED, that the city Solicitor be and he is hereby authorized to execute a HUD-I or similar closing statement and such other documents as may be required or expedient for the purpose of facilitating and completing the closing for the transactions contemplated by the terms of the Contract for Exchange of Real Estate attached hereto as Exhibit A and he is further authorized to deliver the deed executed by the Mayor and City Clerk to the Wormacks at the said closing; and

SECTION 4: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this ____ day of July, 2024.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

CONTRACT FOR EXCHANGE OF REAL ESTATE

THIS CONTRACT FOR EXCHANGE OF REAL ESTATE ("Contract") is made by and between **Mayor and City Council of Cumberland** (the "City"), a Maryland municipal corporation, and **James W. Wormack ("James"), Joyce E. Wormack ("Joyce") and Kimberly Wormack ("Kimberly")** and is effective as of the date it is fully executed by the parties hereto, the said date hereinafter being referred to as the "Effective Date."

Section 1 - Definitions

1.1. "415 Central" means the unimproved parcel of real estate located at 415 Central Avenue, Cumberland, MD 21502 which is presently owned by James and Joyce, who are brother and sister, and is more particularly described in the deed to them from Roger Lee Michael dated June 30, 1988 and recorded among the Land Records of Allegany County, Maryland (the "Land Records") in Deed Liber 573, folio 162. 415 Central is identified as Tax ID No. 22-011782. If there are any improvements on 415 Central, they shall be deemed to be a part of 415 Central and shall be conveyed to the City at Closing.

1.2. "454 Goethe" means the unimproved parcel of real estate located at 454 Goethe Street, Cumberland, MD 21502 which is presently owned by the City and is more particularly described as Parcel Two in the deed to it from Kevin Kniseley, Personal Representative of the Estate of Robinhood Constitution AKA Mark Shryock and Mark A. Shryock dated March 13, 2024 and recorded among the Land Records in Book 2969, Page 209. 454 Goethe is identified as Tax ID No. 23-008408. If there are any improvements on 454 Goethe, they shall be deemed to be a part of 454 Goethe and shall be conveyed to the City at Closing.

1.3. "Closing" means the consummation of the property transfers contemplated by the terms of this Contract.

1.4. "Date of Closing" means the date listed in **Section 6.1** of this Contract or, if modified pursuant to the terms of this Contract, the actual date when the matters described in **Section 6** are performed.

1.5. "Encumbrance" means any mortgage, judgment, lien, security interest, charge or other encumbrance except (a) any use and occupancy restriction of public record, privately or governmentally imposed, and generally applicable to properties in the immediate neighborhood of the Property; (b) publicly recorded easements for public utilities; and (c) other easements which may be observed by an inspection of the Property.

Section 2 - Agreement of Exchange

2.1. The City agrees to transfer 454 Goethe to James and Kimberly in exchange for the contemporaneous transfer of 415 Central to the City from James and Joyce. James, Joyce and Kimberly (collectively, the "Wormacks") agree to this transaction as well.

Section 3. Consideration

3.1. No consideration shall be payable from either party to the other in connection with transactions contemplated by the terms of this Contract. The exchange of the properties and the parties' covenants and agreements relative thereto constitute the sole consideration under this Contract.

Section 4 - Warranties and Condition of Title.

4.1. Title to 454 Goethe and 415 Central shall be good and merchantable and free of all Encumbrances.

4.2. If any title defect is revealed that causes either 454 Goethe or 415 Central to be unmerchantable and to which the transferee of that property objects, the provisions of this **Section 4.2** shall apply.

4.2.1. If the title defect consists of an Encumbrance, which can be satisfied by the payment of a certain sum, the transferor of that property may elect to pay the Encumbrance and proceed to Closing or cancel this Contract.

4.2.2. If the Encumbrance is not such that it can be satisfied by the payment of a certain sum, the transferor of that property may elect to satisfy the Encumbrance, in which event the Date of Closing may be postponed for a period not to exceed thirty (30) days, except upon the written consent of the parties, to enable the transferor to satisfy the Encumbrance. If the Encumbrance cannot be satisfied on or before the Date of Closing and if the transferor either does not elect to satisfy the Encumbrance, or, having so elected, fails to do so, the transferee may either accept the property with the Encumbrance against it or cancel this Contract.

4.2.3. In the event a title defect is discovered by either party, written notice of that defect and the manner in which the party discovering the defect wishes to proceed in regard to the matters addressed in **Section 4.2.1** and **4.2.2** above must be provided to the other party before Closing. Any party who fails to provide this written notice in a timely manner shall have waived their rights under **Section 4.2** of this Contract.

4.3. The City makes no representations or warranties concerning the condition of 454 Goethe. James and Kimberly acknowledge they have had the opportunity to inspect it and agree to accept it in its "as is" condition as of the Date of Closing.

4.4. The James and Joyce make no representations or warranties concerning the condition of 415 Central. The City acknowledges that it has had the opportunity to inspect 415 Central and it agrees to accept it in its "as is" condition as of the Date of Closing.

Section 5 – Risk of Loss

5.1. Until such time as Closing is completed, risk of loss for 415 Central resides with the James and Joyce. Until such time as Closing is completed, risk of loss for 454 Goethe resides with the the City.

Section 6 - Closing

6.1. Closing shall be not later than forty-five (45) days from the date of the City's passage of an ordinance authorizing the consummation of the transactions described in this Contract. It is understood that, as a condition precedent to the approval of this Contract, the City must declare 454 Goethe to be surplus property and wait a minimum of twenty (20) days before proceeding with the passage of an ordinance authorizing the execution of this Contract and the deed effecting the

conveyance of 454 Goethe to the James and Kimberly and further authorizing the consummation of the transactions contemplated by the terms of this Contract. Both the entry of the order declaring 454 Goethe to be surplus property and the passage of the ordinance will be addressed during the course of the City's biweekly regular meetings.

6.2. At Closing, the City shall deliver to the James and Kimberly a quitclaim deed in recordable form conveying fee simple title to 454 Goethe to them.

6.3. At Closing, the James and Joyce shall deliver to the City a quitclaim deed in recordable form conveying fee simple title to 415 Central to it.

6.4. The City Solicitor and City Administrator are authorized to consent to extensions of the Closing Date on the City's behalf.

Section 7 - Adjustments and Allocations

7.1. State, county and municipal taxes and water and sewer service charges and other public charges with respect to 454 Goethe, if any, shall be apportioned to the date of Closing, and will be assumed and paid thereafter by the James and Kimberly. The transferor shall be responsible for the portion of said costs that accrued prior to and through the Date of Closing.

7.2. The City shall abate the taxes due on 415 Central and will seek abatement of the taxes due to the County and shall pay the unabated portion of those taxes.

Section 8 – Default

8.1. Either party may seek the specific performance of cancellation of this Contract as its/their sole remedy in the event of a default. If either party institutes litigation to enforce the terms of this Contract, the prevailing party in such litigation shall be entitled to judgment for the reasonable legal fees, court costs and litigation expenses it/they incurred in enforcing the terms of this Contract.

Section 9 - Miscellaneous

9.1. Time is of the essence under each of the terms of this Contract.

9.2. This Contract, covering real property located in the State of Maryland, shall be construed according to Maryland law.

9.3. This Contract shall bind upon and run to the benefit of the parties, and their respective heirs, personal representatives, successors and/or assigns.

9.4. Neither party may assign their/its rights under this Contract except upon the written consent of the other party.

9.5. This Contract may be modified only by a written document signed by each of the parties to its terms.

9.6. This written document embodies all of the agreements between the parties. Neither party is relying upon any statement or representation not contained in this written document.

IN WITNESS WHEREOF, the parties have executed this Contract on the date written beneath their signatures below.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL
OF CUMBERLAND

Allison Layton, City Clerk

By: _____
Raymond M. Morriss, Mayor

Date

James W. Wormack

Date

Joyce E. Wormack

Date

File Attachments for Item:

2. Ordinance 3986 (*2nd and 3rd readings*) - authorizing the transfer of three parcels of real property located at 406, 410 RR and 412 Goethe Street to Dawn Hite for the purchase price of \$300

ORDINANCE NO. 3986

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF DAWN HITE FOR THE PURCHASE OF THE PARCELS OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 406 GOETHE STREET, 410 RR GOETHE STREET AND 412 GOETHE STREET, 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 406, 410 RR and 412 Goethe Street, Cumberland, MD 21502 (the "Properties");

WHEREAS, the Property was declared surplus under the terms of Order No. 26,134, passed by the Mayor and City Council on November 15, 2022;

WHEREAS, the Property was included in the solicitation for bids known as the "2024 Request for Bids Surplus Properties Round VII" and received a bid for the purchase of the Property from Dawn Hite (the "Purchaser") for the sum of Three Hundred Dollars (\$300.00), 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 Three Hundred Dollars (\$300.00) subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;
- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, 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 _____, 2024.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

NO TITLE SEARCH PERFORMED

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

WITNESSETH:

That for and in consideration of the sum of Three Hundred Dollars (\$300.00) and for other good and valuable consideration, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, her personal representatives, heirs and assigns, all of the City’s right, title, interest and estate in and to the following-described pieces or parcels of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

PARCEL ONE: 406 Goethe Street, Cumberland, MD 21502 – Tax ID No. 23-007320

ALL that lot or parcel of ground situate on the westerly side of Goethe Street in the City of Cumberland, Allegany County, Maryland, known and designated as the whole of Lot No. 6 and part of Lot No. 5 of the Sub-Division of Turner Hall, a plat of which said addition is recorded in Liber 95, folio 16, among the Land Records of Allegany County, Maryland, and being more particularly described as follows, to wit:

BEGINNING for the said parcel of ground at a point on the westerly side of Goethe Street at the end of the second line of the lot conveyed by James E. Perrin and wife to Dennis A. Perrin by deed dated July 12, 1905, and recorded in Liber No. 96, folio 715, one of the Land Records of Allegany County, Maryland; and running thence with the third line of said lot, North 57 degrees 35 minutes West 200 feet 6 inches to the end thereof; thence with part of the fourth line of said lot, North 30.5 degrees East 40 feet; thence South 57 degrees 35 minutes East about 208 feet to the westerly side of Goethe Street, and with it, South 39 degrees 10 minutes West 40 and 7/20 feet to the beginning.

IT BEING the same property that was conveyed from Nathan Ryan Properties to the City by deed dated March 11, 2022, and recorded among the Land Records of Allegany County, Maryland in Book 2796, Page 242.

PARCEL TWO: 410-412 RR Goethe Street, Cumberland, MD 21502 –
Tax ID No. 23-008831

ALL those lots or parcels of land, being composed of parts of Lots Nos. 3, 4 and 5 in the subdivision of The Turner Hall property; being a parcel of land 38 feet by 110.25 feet, more or less, located in the rear of Nos. 410 and 412 Goethe Street, in the City of Cumberland, in Election District No. 23, Allegany County, State of Maryland.

IT BEING the same property that was conveyed from Jason Bennett, Director of Finance, Allegany County, Maryland, to the City by deed dated September 9, 2022, and recorded among the Land Records of Allegany County, Maryland in Book 2818, Page 315.

PARCEL THREE: 412 Goethe Street, Cumberland, MD 21502 – Tax ID No. 23-012677

ALL that lot or parcel of ground situate on the Westerly side of Goethe Street in the City of Cumberland, Election District No. 23, Allegany County, Maryland, known as parts of Lots Three (3), Four (4), and Five (5) of the subdivision of Turner Hall and more particularly described as follows, to-wit:

BEGINNING for said parcel of land at a point on the Westerly side of Goethe Street, distant South 39 degrees 10 minutes West 21.1 feet from the end of the first line of the said whole Lot No. 3, it being also at the end of the second line of the lot conveyed by James E. Perrin to James C. Powell by deed dated the 30th day of April, 1910, and recorded among the Land Records of Allegany County, Maryland; and running thence with Goethe Street, South 39 degrees 10 minutes West 38.24 feet; thence parallel with and 10 feet distant from the first line of Lot No. 5, North 57 degrees 35 minutes West 99.75 feet to a concrete wall; thence with said wall, North 39 degrees 10 minutes East 38 feet to the third line of the lot conveyed to James C. Powell by the deed aforesaid; thence with part of the said third line, reversed, South 57 degrees 35 minutes East 99.75 feet to the beginning;

EXCEPTING from this conveyance all of that piece or parcel of said property which conveyed by deed dated the 4th day of October, 1919, from Amon C. Wilson and Ella B. Wilson, his wife, to Russell C. McElfish and Palmer D. McElfish, etc., and which said deed is duly recorded among the Land Records of Allegany County, Maryland, in Liber No. 130, folio 420; a specific reference to which said deed is hereby made for a full and more particular description of the land hereby excepted from this conveyance; and which said parcel is more particularly described as follows:

All that lot or parcel of ground situate on Goethe Street in the City of Cumberland, Allegany County, Maryland, being parts of Lots Nos. Four (4) and Five (5) of Turner Hall, a plat of which is filed among the Land Records of Allegany County, Maryland, in Liber No. 95, folio 16, and more particularly described as follows:

Beginning for the said lot on the West side of Goethe Street at the end of 19.12 feet on the first line of the deed from Jesse E. Utt, et ux, to Amon C. Wilson, bearing date of November 18, 1911, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 109, folio 10, said point of beginning being at a point in line with the sub-division wall dividing the double brick dwelling; and running thence with said first line 19.12 feet to the end thereof; thence with the second line of said last-named deed, North 57 degrees 30 minutes West 99.75 feet to a concrete wall; thence with said wall, North 39 degrees 10 minutes East 19.12 feet to a point where a line drawn from the beginning of this deed extended by the line of the center of said partition wall will strike the third line of the last aforesaid deed; thence by a line with the center of said partition wall to the place of beginning; it being the intention of the deed to convey the West half of said whole lot making the said division wall of the said double brick house and the line extended front and back with the line of said division wall, the dividing line.

IT BEING the same property that was conveyed from Cecelia Henderson to the City by deed dated January 19, 2022, and recorded among the Land Records of Allegany County, Maryland in Book 2796, Page 237.

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

FURTHER SUBJECT TO an easement in favor of the City and public and private utilities, including, but not limited to, gas, electric and telephone service providers, for the full length and width of the right-of-way being closed, for any existing utility lines, for stormwater and surface drainage, and for the installation, inspection, operation, maintenance, repair, replacement and/or relocation of any utility lines and stormwater management and sediment and erosion control

devices and improvements.

FURTHERMORE, it is a condition of the conveyance effected by this deed that the Grantee, her personal representatives, heirs, and assigns, shall be allowed to use the surface of the land hereby conveyed; however, she shall not be permitted to place or erect structures or enclosures thereon or permanently affix any equipment, vehicles or anything else thereto without the written consent of the City, which consent may be granted or denied for any reason or no reason at all. The Grantee's use of the land conveyed by this deed shall not interfere with the ingress, egress or other actions of the City and public and private utilities, as are necessary or expedient regarding the installation, inspection, operation, maintenance, repair, replacement and/or relocation of the aforesaid utilities and appurtenances and improvements related thereto. Furthermore, no such structures or enclosures shall be located or constructed upon the land conveyed by this deed until plans therefor have been submitted to and approved by the City's Engineering Division in writing. No work in the construction of such structures or enclosures or in the use of the surface shall injure or disturb the aforesaid utilities and appurtenances and improvements related thereto or in any way interfere with or adversely impact their operation or maintenance.

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, her personal representatives, heirs and assigns, in fee simple forever.

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

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

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

I HEREBY CERTIFY, that on this ____ day of _____, 2024, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$300.00; and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

Michael Scott Cohen

File Attachments for Item:

3. Ordinance 3987 (*2nd and 3rd readings*) - authorizing the transfer of the parcel of real property located at 469 Goethe Street to Justin Lamp for the purchase price of \$500

ORDINANCE NO. 3987

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF JUSTIN LAMP FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 469 GOETHE STREET, 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 469 Goethe Street, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 27,411, passed by the Mayor and City Council on March 5, 2024;

WHEREAS, the Property was included in the solicitation for bids known as the "2024 Request for Bids Surplus Properties Round VII" and received a bid for the purchase of the Property from Justin Lamp (the "Purchaser") for the sum of Five Hundred Dollars (\$500.00), 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 Five Hundred Dollars (\$500.00) subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties

or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;

- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, 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 _____, 2024.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

NO TITLE SEARCH PERFORMED

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

WITNESSETH:

That for and in consideration of the sum of Five Hundred Dollars (\$500.00) and for other good and valuable consideration, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, his personal representatives, heirs and assigns, all of the City’s right, title, interest and estate in and to the following-described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

All that lot or parcel of ground known and designated as part of Lot No. 49 in Henderson and Pearre’s Addition to the City of Cumberland, a Plat of which said Addition is recorded among the Plat Records of Allegany County, Maryland, as Plat No. 77, and more particularly described as follows:

Beginning for the same on the Easterly side of Goethe Street at the end of the first line of Lot No. 48 of said Addition and running thence with the Easterly side of Goethe Street North 26 degrees 45 minutes East 25 feet to the division line between Lots Nos. 49 and 50 of said Addition and running thence with said division line South 63 degrees 15 minutes East 83.5 feet to a private Alley; thence with said Alley South 37 degrees 45 minutes West 26 feet to the division line between Lots Nos. 48 and 49 of said Addition and running thence with said division line North 63 degrees 15 minutes West 78 feet to the place of **Beginning**.

IT BEING the same property that was conveyed from Jason Bennett, Director of Finance, Allegany County, Maryland to the City by deed dated November 16, 2023, and recorded among the Land Records of Allegany County, Maryland in Book 2926, Page 72.

SUBJECT TO all outconveyances, use and occupancy restrictions, privately or governmentally imposed and generally applicable to properties in the immediate neighborhood of the property conveyed hereby, reservations, agreements, rights of way, easements and other

matters of record, and to easements or other matters which can be observed by a careful inspection of the property.

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

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

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

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

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

I HEREBY CERTIFY, that on this ____ day of _____, 2024, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$500.00; and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

Michael Scott Cohen

Subject property:
469 Goethe Street, Cumberland, MD 21502
Tax ID No. 23-011948

File Attachments for Item:

4. Ordinance 3988 (*2nd and 3rd readings*) - authorizing the transfer of the parcel of real property located at 111 South Street to Covenant Keeper, Inc. for the purchase price of \$2,150

ORDINANCE NO. 3988

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF COVENANT KEEPER, INC. FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 111 SOUTH STREET, 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 111 South Street, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 27,411, passed by the Mayor and City Council on March 5, 2024;

WHEREAS, the Property was included in the solicitation for bids known as the "2024 Request for Bids Surplus Properties Round VII" and received a bid for the purchase of the Property from Covenant Keeper, Inc. (the "Purchaser") for the sum of Two Thousand One Hundred Fifty Dollars (\$2,150.00), 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 Two Thousand One Hundred Fifty Dollars (\$2,150.00) subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties

or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;

- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, 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 _____, 2024.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

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

WITNESSETH:

That for and in consideration of the sum of Two Thousand One Hundred Fifty Dollars (\$2,150.00) and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, its successors and assigns, all of the City’s right, title, interest and estate in and to the following-described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL that lot, piece or parcel of ground situate, lying and being on the Westerly side of South Street, in the City of Cumberland, Allegany Cunt, Maryland, comprising a part of Lot No. 60 in the Highland Addition to Cumberland, a Plat of which said Addition is recorded in Deed Liber 78, folio 272, one of the Land Records of Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at a stake standing at the end of 10 feet on the first line of Lot No. 60 in said Addition, said stake standing also on the Easterly side of a 12 foot alley, and running thence with the remainder of the first, all of the second, and part of the third lines of said Lot No. 60 (1) North 14 degrees 02 minutes East 30 feet; then (2) South 75 degrees 58 minutes East 114.38 feet to the West side of South Street; and with it (3) South 13 degrees 20 minutes West 30 feet to a stake; and then by a new division line (4) North 75 degrees 58 minutes West 114.815 feet to the place of BEGINNING.

IT BEING the same property described in the deed from Joseph A. Goetz, to Mayor and City Council of Cumberland, dated May 18, 2023, and recorded among the Land Records of Allegany County, Maryland, in Book 2926, Page 97.

SUBJECT TO all outconveyances, use and occupancy restrictions, privately or governmentally imposed and generally application to properties in the immediate neighborhood of the property conveyed hereby, reservations, agreements, rights of way, easements and other

matters of record, and to easements or other matters which can be observed by a careful inspection of the property.

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

TO HAVE AND TO HOLD the above-described property unto the Grantee, its successors and assigns, in fee simple forever.

In connection with the foregoing conveyance, the City and the Grantee covenant and agree as follow:

1. The Grantee shall secure the dwelling on the property by replacing its doors and locks, as needed, no later than two (2) weeks from the date of this deed.
2. The Grantee shall remove all junk and debris from the yard and the dwelling on the property no later than two (2) months from the date of this deed.
3. Within two (2) months of the date of this deed, the Grantee shall perform the following repairs and maintenance to the reasonable satisfaction of the City: (a) clean up the exterior of the property to include mowing, weeding and trash removal; and (b) repair any exterior property maintenance issues not requiring a permit. Thereafter, the exterior of the property shall be maintained free of violations of the Cumberland City Code relative to the foregoing.
4. Within three (3) months of the date of this deed, the Grantee shall obtain all permits required for the rehabilitation of the dwelling.
5. Within twelve (12) months of the date of this deed, the Grantee shall perform the following repairs to and/or improvement of the dwelling: (a) repair or replace the roof; (b) repair or replace the windows and doors; (c) repair or replace the exterior

siding and trim; and (d) repair or replace the porch, decking, railings and stairs. Within that same time frame, the Grantee shall repair, replace or remove any accessory structures. The foregoing work shall be performed to the reasonable satisfaction of the City.

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

forfeit all of its rights, title and interest therein and thereto as well as the fixtures, rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining, and the City shall have the right of re-entry to the said property. Further, the Grantee shall execute a deed effecting the conveyance of the hereinbefore-described property, improvements, fixtures, etc. to the City in the event the requirements set forth in paragraph 1-6 above are not satisfied in a timely manner. In the event the City institutes litigation to enforce the terms of this paragraph, the Grantee shall be liable for the City's reasonable attorneys' fees.

10. In furtherance of the terms and provisions set forth in the preceding section, the Grantee hereby grants the City Administrator (or acting or interim City Administrator) of the City the power and authority in its stead to execute and deliver a deed or deeds to the hereinbefore-described property to the City in the event the Grantee fails to comply with the terms and provisions set forth in paragraphs 1- 6 hereinbefore and to perform any and all acts required to effect the conveyance of the hereinbefore-described property to the City
11. The terms and provisions of paragraphs 9 and 10 are irrevocable; however, they shall expire four (4) years from the date of this deed. Those terms and provisions shall not be affected by the disability or incapacity of the Grantee.
12. If the requirements set forth in paragraphs 1- 6 above have been satisfied before the expiration date set forth in the preceding paragraph, upon the request of the Grantee, the City shall deliver a deed surrendering the rights of reverter described herein to it.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and duly attested 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

COVENANT KEEPER, INC.

By: _____(SEAL)
Signature

Printed Name

Position/Title

Grantee Witness #1

Printed name

Address

Grantee Witness #2

Printed name

Address

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

I HEREBY CERTIFY, that on this ____ day of _____, 2024, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$2,105.00; and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

I HEREBY CERTIFY, that on this ____ day of _____, 2024, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared _____, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the _____ of the Grantee, and acknowledged the foregoing to be the act and deed of the said Grantee and at the same time made oath he is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

ATTORNEY CERTIFICATION

I hereby certify that the foregoing instrument was prepared by the undersigned attorney license to practice law in the State of Maryland.

Michael Scott Cohen

Subject Property:

111 South Street
Cumberland, MD 21502
Tax ID No. 04-023102

File Attachments for Item:

5. Ordinance 3989 (*2nd and 3rd readings*) - authorizing the transfer of the parcel of real property located at 526 Broadway Circle to James and Terry Froelich for the purchase price of \$2,001

ORDINANCE NO. 3989

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF JAMES AND TERRY FROELICH FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 526 BROADWAY CIRCLE, 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 526 Broadway Circle, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 27,438, passed by the Mayor and City Council on April 2, 2024;

WHEREAS, the Property was included in the solicitation for bids known as the "2024 Request for Bids Surplus Properties Round VII" and received a bid for the purchase of the Property from James and Terry Froelich (the "Purchaser") for the sum of Two Thousand One Dollars (\$2,001.00), 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 Two Thousand One Dollars (\$2,001.00) subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties

or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;

- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, 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 _____, 2024.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

NO TITLE SEARCH PERFORMED

THIS DEED, made this _____ day of August, 2024, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **James Froelich and Terry Froelich**, husband and wife, (the “Grantees”).

WITNESSETH:

That for and in consideration of the sum of Two Thousand One Dollars (\$2,001.00) and for other good and valuable consideration, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantees, their personal representatives, heirs and assigns, all of the City’s right, title, interest and estate in and to the following-described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL that lot, piece or parcel of ground situate on the southerly side of Broadway Street, Election District No. 4, in the City of Cumberland, Allegany County, Maryland, shown as an unnumbered improved lot on the Plat of Reinhart and Chaney's Addition to Cumberland, Maryland, which is recorded in Plat File 1, folio 168, among the Land Records of said County, being located on said Plat between Lots Nos. 13 and 42 in said Addition, and particularly described as follows:

BEGINNING for said lot on the Southerly side of Broadway Street where it is intersected by the Easternmost line of said whole Lot No. 13; and running thence with said side of Broadway Street, North 71 degrees 07 minutes East 116 feet, more or less to the Westernmost line of said Lot No. 42 in said Addition, thence with the whole of that line, South 18 degrees 53 minutes East 100 feet to the Northerly side of Division Alley, 15 feet wide; thence with said side of said alley and parallel to Broadway Street, Easternmost line of whole Lot No. 13; thence with the whole of said line North 18 degrees 53 minutes West 100 feet to the place of beginning.

IT BEING the same property that was conveyed from Kevin L. Rowan and Annabel E. Rowan to the City by deed dated February 7, 2024, and recorded among the Land Records of Allegany County, Maryland in Book 2948, Page 286.

SUBJECT TO all outconveyances, use and occupancy restrictions, privately or governmentally imposed and generally applicable to properties in the immediate neighborhood of

the property conveyed hereby, reservations, agreements, rights of way, easements and other matters of record, and to easements or other matters which can be observed by a careful inspection of the property.

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

TO HAVE AND TO HOLD the above-described property unto the Grantees, their personal representatives, heirs and assigns, in fee simple forever as tenants by the entireties.

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

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

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

I HEREBY CERTIFY, that on this _____ day of _____, 2024, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$2001.00; and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN

Subject Property:

526 Broadway Circle, Cumberland, MD 21502
Tax ID No. 22-013750

File Attachments for Item:

6. Ordinance 3990 (*2nd and 3rd readings*) - authorizing the transfer of the parcel of real property located at 424 Goethe Street to Jonathan Pressman for the purchase price of \$7,000

ORDINANCE NO. 3990

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF JONATHAN PRESSMAN FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 424 GOETHE STREET, 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 424 Goethe Street, 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 the solicitation for bids known as the "2024 Request for Bids Surplus Properties Round VII" and received a bid for the purchase of the Property from Jonathan Pressman (the "Purchaser") for the sum of Seven Thousand Dollars (\$7,000.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Seven Thousand Dollars (\$7,000.00) subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties

or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;

- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, 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 _____, 2024.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

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

WITNESSETH:

That for and in consideration of the sum of Seven Thousand Dollars (\$7,000.00) 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 personal representatives, heirs and assigns all of the City’s right, title, interest and estate in and to the following-described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL that lot or parcel of ground situated and lying on Goethe Street, in the City of Cumberland, Allegany County, Maryland, a plat of which said property is recorded in Liber 121, folio 608, among the Land Records of Allegany County, Maryland, and particularly described as follows, to -wit:

BEGINNING at a point on the westerly side of Goethe Street at the end of the fifth line of the deed from William H. Cole and James C. Powell, Trustees, to Martha M. Donahoe, dated July 28, 1905, and recorded in Liber No. 99, folio 53, one of the Land Records of said Allegany County, said beginning point being also distant south 34 degrees and 35 minutes west 51 feet from the northeast corner of the brick house located on said Donahoe lot, and known as the Darnell house, and running thence with the westerly side of Goethe Street, south 34 degrees and 35 minutes west 6 %2 feet; south 40 degrees 20 minutes west 19 1/2 feet, then north 52 degrees and 25 minutes west 220 1/2 feet to the end of 124 feet on the fourth line of a deed from Rebecca E. Henderson and others to Lewis Weber, dated January 13, 1903, and recorded among the Land Records of Allegany County in Liber No. 93, folio 574 and reversing part of said fourth line as corrected by variation, north 40 degrees east 8 1/2 feet to the end of the fourth line of the aforesaid deed to Martha M. Donahoe and then with the fifth line of said Donahoe deed, as corrected, south 57 degrees east 221 feet to the beginning.

IT BEING the same property described in the deed from Sreenivas Sandesh to Mayor and City Council of Cumberland, dated January 10, 2024, and recorded among the Land Records of Allegany County, Maryland, in Book 2941, Page 264.

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

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

In connection with the foregoing conveyance, the City and the Grantee covenant and agree as follow:

1. The Grantee shall secure the dwelling on the property by replacing its doors and locks, as needed, no later than two (2) weeks from the date of this deed.
2. The Grantee shall remove all junk and debris from the yard and the dwelling on the property no later than two (2) months from the date of this deed.
3. Within two (2) months of the date of this deed, the Grantee shall perform the following repairs and maintenance to the reasonable satisfaction of the City: (a) clean up the exterior of the property to include mowing, weeding and trash removal; and (b) repair any exterior property maintenance issues not requiring a permit. Thereafter, the exterior of the property shall be maintained free of violations of the Cumberland City Code relative to the foregoing.
4. Within three (3) months of the date of this deed, the Grantee shall obtain all permits required for the rehabilitation of the dwelling.
5. Within twelve (12) months of the date of this deed, the Grantee shall perform the following repairs to and/or improvement of the dwelling: (a) repair or replace the roof; (b) repair or replace the windows and doors; (c) repair or replace the exterior siding and trim; and (d) repair or replace the porch, decking, railings and stairs. Within that same time frame, the Grantee shall repair, replace or remove any accessory structures. The foregoing work shall be performed to the reasonable satisfaction of the City.

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

hereinbefore-described property, improvements, fixtures, etc. to the City in the event the requirements set forth in paragraph 1-6 above are not satisfied in a timely manner. In the event the City institutes litigation to enforce the terms of this paragraph, the Grantee shall be liable for the City's reasonable attorneys' fees.

10. In furtherance of the terms and provisions set forth in the preceding section, the Grantee hereby appoints the City Administrator (or acting or interim City Administrator) of the City his true and lawful attorney-in-fact, with full power of substitution, hereby granting him full power and authority for the Grantee and in his stead to execute and deliver a deed or deeds to the hereinbefore-described property to the City in the event Grantee fails to comply with the terms and provisions set forth in paragraphs 1- 6 hereinbefore and to perform any and all acts required in order to effect the conveyance of the hereinbefore-described property to the City.
11. The terms and provisions of paragraphs 9 and 10 are irrevocable; however, they shall expire four (4) years from the date of this deed. Those terms and provisions shall not be affected by the disability or incapacity of the Grantee.
12. If the requirements set forth in paragraphs 1- 6 above have been satisfied before the expiration date set forth in the preceding paragraph, upon the request of the Grantee, the City shall deliver a deed surrendering the rights of reverter described herein to the Grantee.

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name and seal and duly attested 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)
Jonathan Pressman

Grantee Witness #1

Printed name

Address

Grantee Witness #2

Printed name

Address

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

I HEREBY CERTIFY, that on this ____ day of _____, 2024, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$7,000.00; and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

I HEREBY CERTIFY, that on this ____ day of _____, 2024, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Jonathan Pressman**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, and did acknowledge that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

Attorney Certification

I hereby certify that the foregoing instrument was prepared by the undersigned attorney licensed to practice law in the State of Maryland.

Michael Scott Cohen

Subject Property:

424 Goethe Street
Cumberland, MD 21502
Tax ID No. 23-013037

File Attachments for Item:

. Ordinance 3991 (*1st reading*) - enacting Section 11-115 of the Code of the City of Cumberland pertaining to the prohibition against the smoking of tobacco and cannabis and the use of smokeless tobacco within the right of way of Baltimore Street between its intersections with the East side of Mechanic Street and the West side of Queen City Drive

ORDINANCE NO. 3991

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO ENACT SECTION 11-115 OF THE CODE OF THE CITY OF CUMBERLAND ENTITLED 'PROHIBITION AGAINST SMOKING AND TOBACCO USE ON BALTIMORE STREET' PERTAINING TO THE PROHIBITION AGAINST THE SMOKING OF TOBACCO AND CANNABIS AND THE USE OF SMOKELESS TOBACCO WITHIN THE RIGHT OF WAY OF BALTIMORE STREET BETWEEN ITS INTERSECTIONS WITH THE EAST SIDE OF MECHANIC STREET AND THE WEST SIDE OF QUEEN CITY DRIVE."

WHEREAS, Baltimore Street and the surrounding downtown mall area (the "Mall") have undergone significant upgrades, including, but not limited to, the replacement of the road surface for the purpose of opening Baltimore Street for vehicular travel, the removal and installation of infrastructure, and the installation of a number of aesthetic enhancements;

WHEREAS, Baltimore Street and the Mall include numerous shops and restaurants which are dependent upon a flow of customers in order to survive;

WHEREAS, numerous events are held on Baltimore Street on the Mall;

WHEREAS, smoking and the use of smokeless tobacco products have been allowed on the Mall;

WHEREAS, the dangers of second-hand smoke and the use of smokeless tobacco products are incontrovertible;

WHEREAS, persons using chewing tobacco, snuff and other similar smokeless tobacco products typically used orally tend to spit the saliva that accumulates in their mouths, a process the public generally finds offensive;

WHEREAS, cigarette smokers generally discard their cigarette butts on the ground, including on the Mall; a litter problem that can be rectified or at least mitigated as an incident to the passage of this Ordinance;

WHEREAS, the Mayor and City Council believe allowing smoking and the use of smokeless tobacco products on Baltimore Street has been and will continue to be an impediment to attracting shoppers, potential restaurant patrons, and others from coming to the Mall; and

WHEREAS, the Mayor and City Council wish to make Baltimore Street in the area of the Mall more welcoming to the public at large, and they believe prohibiting smoking and the use of smokeless tobacco products at that location will assist in that effort.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND,

SECTION 1. A new section 11-115 of the City Code is hereby enacted and shall read as follows:

Sec. 11-115. - Prohibition against smoking and tobacco use on Baltimore Street.

(a) *Definitions.*

(1) "Electronic smoking device" means an electronic or battery-operated device that delivers vapors for inhalation, whether manufactured, distributed, marketed, or sold:

- (i) as an electronic cigarette, electronic cigar, or electronic pipe;
- (ii) any device used for the smokeless inhalation of cannabis or cannabis products without regard to whether the user has the right to purchase or use medical cannabis, or
- (iii) by any other product name or descriptor for the foregoing or similar products.

(2) *Exclusions.* "Electronic smoking device" does not include an asthma inhaler or similar product that contains no tobacco or nicotine and has been specifically approved by the U.S. Food and Drug Administration for use in mitigating, treating, or preventing disease.

(3) "Smoke" means to:

- (i) inhale, burn, or carry any lighted cigarette, cigar, pipe, joint, bowl, or any other tobacco, weed, or plant product of any kind, including, but not limited to cannabis; or
- (ii) to inhale vapors from or otherwise allow vapors to be emitted from an electronic smoking device.

(b) *Prohibition.* Smoking and the use of smokeless tobacco products (e.g., snuff and chewing tobacco) is prohibited in the public right-of-way of Baltimore Street from its intersection with the north side of Mechanic Street to its intersection with the south side of Queen City Drive.

(c) *Penalty.* A violation of any of the terms of this section is declared to be a municipal infraction, punishable by a fine of Fifty Dollars (\$50.00) for a first violation, one hundred dollars (\$100.00) for a second violation, and five hundred dollars (\$500.00) for any violation thereafter. Each instance where a person violating the terms of this section fails to comply with an order to stop the activity shall be deemed to be a separate violation. Any person who fails to pay the fine within the period set forth in the citation shall be banned from the area where smoking is prohibited until such time as their fines for the violation of this section are paid. The sanctions set forth herein shall not preclude the city from seeking such other and further relief as may be appropriate, including, but not limited to, criminal prosecution.

SECTION 2: This Ordinance shall take effect on the date of its passage.

Passed this ____ day of _____, 2024.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

File Attachments for Item:

. Ordinance 3992 (*1st reading*) - enacting Section 15-55 of the Code of the City of Cumberland pertaining to the waiver of the ban against the use of alcohol in City Parks and Parklets for pavilion use and special events in Constitution Park, and granting the Director of Parks and Recreation the power to issue permits for the said waiver

ORDINANCE NO. 3992

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO ENACT SECTION 15-55 OF THE CODE OF THE CITY OF CUMBERLAND ENTITLED 'WAIVER OF ALCOHOL BAN AT CONSTITUTION PARK'", PERTAINING TO THE WAIVER OF THE BAN AGAINST THE USE OF ALCOHOL IN CITY PARKS AND PARKLETS FOR PAVILION USE AND SPECIAL EVENTS IN CONSTITUTION PARK, AND GRANTING THE DIRECTOR OF PARKS AND RECREATION THE POWER TO ISSUE PERMITS FOR THE SAID WAIVER AND GRANTING HIM/HER POWERS INCIDENTAL THERETO."

WHEREAS, the use of alcohol in city parks and parklets is prohibited by section 15-54(c) of the Code of the City of Cumberland;

WHEREAS, City staff is regularly asked whether the consumption of alcoholic beverages is allowed in the pavilions and elsewhere in Constitution Park;

WHEREAS, the Mayor and City Council are of the opinion that allowing the responsible and regulated consumption of alcohol in Constitution Park during pavilion rentals and special events is reasonable and is more likely to result in the public's use of those facilities;

WHEREAS, presently, requests for the lifting of the ban against the consumption of alcohol have required the approval of the Mayor and City Council;

WHEREAS, many requests for the waiver of the alcohol ban at Constitution Park are on short notice, made during the interim period between the meetings of the Mayor and City Council;

WHEREAS, the Mayor and City Council believe it will be more efficient for the Director of Parks and Recreation to decide whether to lift the ban in connection with the rental of the aforesaid facilities in Constitution Park; and

WHEREAS, the Mayor and City Council are granting the Director of Parks and Recreation the authority to waive the aforesaid ban in the aforesaid circumstances, subject to the following terms and conditions.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND:

SECTION 1: Section 15-55 of the City Code shall be renumbered as Section 15-56.

SECTION 2: Section 15-54(c) of the City Code is amended to read as follows:

- (c) Except as is set forth in Section 15-55, alcoholic beverages are prohibited in all parks and parklets.

SECTION 3: A new Section 15-55 is hereby enacted, to read as follows:

Sec. 15-55. - Waiver of alcohol ban at Constitution Park.

- (a) *Authority of Director of Parks and Recreation.* The Director of Parks and Recreation (the "Director") shall have the authority to issue permits for the consumption of alcohol during pavilion rentals and special events at Constitution Park, subject to the terms and conditions of this section.
- (b) *Permit requirement.* Alcoholic beverages may not be brought upon the grounds of Constitution Park without a permit. A permit may only be issued in conjunction with a pavilion rental or the rental of another location in the Park for a special event. A copy of this section of the city code shall be attached to all permits issued in accordance with the terms of this section.
- (c) *Other permits.* A permit issued under this section does not constitute a waiver of any other legal requirements of the city or any other governmental entity relative to alcohol use, consumption and sale. The permit applicant shall be responsible for ensuring compliance with those requirements.
- (d) *Requirements for issuance of a permit.* The issuance of a permit under the terms of this section is contingent upon the following terms and conditions:

- (1) The permit applicant must pay a permit fee of fifty dollars (\$50.00). This fee is in addition to any rental fee charged by the city for the use of the rented facilities and any fees and charges of government entities other than the city.
 - (2) The person applying for the permit must be at least twenty-one (21) years of age.
 - (3) The applicant must satisfy the insurance requirements set forth in subsection (e) hereinafter.
 - (4) The applicant must procure a permit or written approval from the Allegany Liquor Control Board for the sale and consumption of alcohol, as provided for in subsection (f) hereinafter.
- (e) *Insurance requirements.* Comprehensive general public liability insurance shall be required for special events and for pavilion rentals which are open to the public. Said insurance shall cover personal injury and property damage in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate and shall furnish the city with a certificate of insurance evidencing the procurement of the coverage required hereunder and proof that the premium has been paid no later than three (3) business days prior to the date of the rental. Each policy shall provide that it shall not be canceled, materially changed, or non-renewed without at least fifteen (15) days' prior written or such lesser period which is the maximum advance notice the insurer will provide. Each policy shall name "Mayor and City Council of Cumberland" as an additional insured.
- (f) *Permit from Liquor Control Board.* Before a special event is held, the applicant shall procure a permit for the sale of alcohol if it will be selling alcoholic beverages at a special event. The applicant shall be

responsible for ensuring that all vendors selling alcohol at a special event have procured permits from the Allegany County Liquor Control Board. In the event a vendor is selling alcoholic beverages without such a permit, the applicant shall immediately notify the director of parks and recreation or the city police department.

- (f) *Responsibility for compliance.* The applicant and permit grantee shall be responsible for compliance with the terms of this section. The applicant must be present for the entire duration of the special event.
- (g) *Regulations.* The issuance of a permit is subject to the following terms and conditions.
 - (1) The permit shall be prominently displayed at the pavilion or at the site of the special event for the entire duration of the rental. In the case of a special event, the director shall determine where the permit shall be posted. If the director does not make that determination, the applicant and the permit grantee shall be responsible for posting it in a prominent location for the duration of the site rental.
 - (2) The person applying for the permit must be present at the permitted location for the duration of the rental.
 - (3) In the case of a pavilion rental, alcohol consumption shall be limited to a twenty (20) foot perimeter around the pavilion.
 - (4) For special events, city staff shall designate the area where alcohol may be sold or consumed. The applicant and/or permit grantee shall cordon off that area by means of roping or in such other manner acceptable to the director which conspicuously shows the boundaries of the location. The applicant and permit grantee shall be responsible for the

installation of signage stating "NO ALCOHOLIC BEVERAGES BEYOND THIS POINT."

- (5) Glass containers are prohibited.
 - (6) Upon the conclusion of the rental, the site and surrounding area must be thoroughly cleaned and placed in the same condition it was in before the rental began. All garbage and refuse must be securely bagged and placed in or alongside trash receptables. Additionally, for multi-day special events, the applicant and permit grantee shall be responsible for securely bagging garbage and refuse a placing the bags alongside trash receptables
 - (7) All rules and regulations applicable to city parks and parklets must be complied with and satisfied.
 - (8) The applicant and the permit grantee shall be responsible for ensuring that all vendors selling alcohol at a special event have obtained permits issued by the Allegany County Liquor Board authorizing such sales.
 - (9) The applicant must be present at the location of a special event for its duration.
 - (10) A permit for a pavilion rental shall last for the duration of the rental, but no longer than one (1) day. A permit for a special event shall last for the duration of a special event, but no more than three (3) consecutive days.
- (h) *Payment of overtime/compensatory time.* Upon consultation with the police, fire and street departments, and the city administrator, the director shall estimate the overtime/compensatory time and other costs the city is likely to incur during pavilion rentals that are open to the public and special events.

Those estimated costs shall be paid before a permit is issued. The permit applicant and permit grantee shall be liable for the actual costs which exceed the estimated costs and shall pay those costs within fifteen (15) days of the date of the submission of an invoice therefor. Notwithstanding the foregoing, there shall be no charge for the first eight (8) hours of overtime/compensatory time paid by the city for work performed by its personnel.

- (i) *Liability.* In the event the terms of this section are violated, the applicant and permit grantee shall be responsible for paying all costs incurred by the city in remedying those violations. Such costs shall include city staff time. The applicant and permit grantee shall be jointly and severally liable for all costs and liabilities arising out of or as an incident to the issuance of a permit under this section.
- (j) *Revocation.* The director may revoke a permit issued under the terms of this section for good cause shown, including, but not limited to, the applicant's or permit grantee's failure to comply with the terms of this section.
- (k) *Parades and special events ordinance.* The parades and special events ordinance (Chapter 15, Article V of the city code) does not apply to the conduct of the events for which a permit under the terms of this section is required.
- (l) *Penalty.* The violation of any of the provisions of this section is a municipal infraction punishable by a fine of up to five hundred dollars (\$500.00). In the event the fine is not paid within the period set forth in the citation and no notice of intent to stand trial for said offense is filed, the city may double the fine not to exceed a total amount of up to one thousand dollars (\$1,000.00). Each day a violation continues shall constitute a separate offense. An applicant and permit grantee shall be ineligible for a permit for a period of three (3) years from the date of the

issuance of a citation or until the date the applicant and, if applicable, the permit grantee are adjudicated to be not guilty, whichever is first to occur. Notwithstanding the foregoing, an applicant and permit grantee shall be ineligible for a permit until they reimburse the City for all costs they are responsible for paying under the terms of this section.

SECTION 4: This Ordinance shall take effect on the date of its passage.

Passed this ____ day of _____, 2024.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

File Attachments for Item:

. Order 27,516 - declaring vehicles and equipment to be surplus and authorizing them for sale, trade in or scrap

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

ORDER NO. 27,516

DATE: August 5, 2024

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

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

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

Item	Department	Description	VIN No.
Unit 37	Police	2002 Chevrolet Avalanche	3GNEK13T32G158396
Unit 49	Police	2017 Ford Escape	1FMCU9GD9HUD35501

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: August 6, 2024

Key Staff Contact: Chief Chuck Ternent/Lt. Eric Bonner

Item Title: Surplus 2002 Chevrolet Avalanche

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

Recommendation to declare Cumberland Police Department Unit #37 (2002 Chevrolet Avalanche, MD reg 7AS9973, Vin# 3GNEK13T32G158396) surplus for sale or scrap.

Recommendation to declare Cumberland Police Department Unit #49 (2017 Ford Escape, MD reg 2EJ2111, Vin# 1FMCU9GD9HUD35501) surplus for sale or trade.

Amount of Award:

Budget number:

Grant, bond, etc. reference:

File Attachments for Item:

. Order 27,517 - authorizing appointments to the Arts Commission and the Downtown Development Commission

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

ORDER NO. 27,517

DATE: August 5, 2024

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

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

<i>Board/Commission</i>	<i>Member</i>	<i>Position</i>	<i>Term</i>
Arts Commission	Ruth Davis-Rogers	Supporting Staff	Staff
Arts Commission	Ray Morriss	M&CC Representative	8/5/24-8/5/25
Arts Commission	Julie Westendorf	Allegany Arts Council Representative	8/5/24-8/5/27
Arts Commission	Melinda Kelleher	Downtown Development Commission Representative	8/5/24-8/5/27
Arts Commission	Larry Jackson	Historic Preservation Commission Representative	8/5/24-8/5/27
Arts Commission	Deidra Ritchie	Canal Place Heritage Area	8/5/24-8/5/27
Arts Commission	Arnold d'Epagnier	Resident at Large	8/5/24-8/5/26
Arts Commission	Thomas Ferleman	Resident at Large	8/5/24-8/5/26
Arts Commission	Erica Fabrizio	Resident at Large	8/5/24-8/5/26
Downtown Development Commission	Scott Duckworth	Primary District Member	8/5/24-8/5/27
Downtown Development Commission	Sandi Saville	Primary District Member	7/1/24-7/1/27

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,518 - authorizing the Chief of Police to accept the FY25 Sex Offender Compliance grant in the amount of \$19,248 for Cumberland Police Department and Allegany County Sheriff's Office overtime to perform compliance checks by conducting home visits of registered sex offenders to confirm residency

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

ORDER NO. 27,518

DATE: August 5, 2024

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

THAT the Chief of Police be and is hereby authorized to accept a GOCCP Grant for FY25 entitled "Sex Offender Compliance and Enforcement Program" in the amount of Nineteen Thousand Two Hundred Forty Eight Dollars and No Cents (\$19,248.00) for the period 07/01/2024 to 06/30/2025 for the Cumberland Police Department overtime support to perform compliance checks by conducting home visits of registered sex offenders to confirm residency.

Raymond M. Morriss, Mayor

Grant: SOCM-2025-0013

Council Agenda Summary

Meeting Date: August 5, 2024

Key Staff Contact: Chief John “Chuck” Ternent/Lt. Eric Bonner

Item Title: FY25 Sex Offender Compliance Grant

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

Authorize the Chief of Police to accept the FY25 Sex Offender Compliance grant in the amount of \$19,248.00 for Cumberland Police Department and Allegany County Sheriff’s Office overtime to perform compliance checks by conducting home visits of registered sex offenders to confirm residency.

Amount of Award: \$19,248.00

Budget number:

Grant, bond, etc. reference:

WES MOORE
Governor

ARUNA MILLER
Lieutenant Governor



DOROTHY LENNIG
Executive Director

July 25, 2024

Lieutenant Eric Bonner
Administrative Lieutenant
Cumberland Police Department
20 Bedford Street
Cumberland, MD 21502

RE: SOCM-2025-0013

Dear Lieutenant Bonner:

I am pleased to inform you that your grant application entitled, "**Sex Offender Compliance and Enforcement Program**," in the amount of \$19,248.00 has received approval under the Sex Offender Compliance and Enforcement in Maryland program. Chuck Ternent has received the grant award packet containing information and forms necessary to initiate the project.

Enclosed are the Notification of Project Commencement, Special Conditions, programmatic forms, and Budget Notice. The General Conditions for all of our awards are also located online, at www.goccp.maryland.gov. A copy of the grant award letter is also included.

It is essential, as the project director, that you submit the **Notification of Project Commencement** to indicate the starting date of your project **within 30 calendar days** after receiving your grant award packet. **No financial forms can or will be processed** unless the Notification of Project Commencement has been signed and uploaded to the Grants Management System.

Please be sure to review the grant award. As the project director you are responsible for the operation, administration, and the completion of the forms necessary to initiate and report project activities and comply with the special conditions. It is important that you understand all the Special Conditions attached to this award, as they are specific to your funding source. One General Condition that must be emphasized is that none of the principal activities of the project may be sub-awarded to another organization without written prior approval by the Governor's Office of Crime Prevention and Policy.

Sample copies of your programmatic reporting questions are included with this award package, but you are required to complete **all** reporting electronically, using our web-based Grants Management System (GMS, https://grants.goccp.maryland.gov/BLIS_GOCCP). Training videos and a downloadable GMS user's guide are available online at www.goccp.maryland.gov.

Electronic programmatic reports must be submitted within 15 calendar days after the end of each quarter. Electronic financial reports must be submitted within 30 calendar days after the end of each quarter. Submitted reports that have not yet been approved may be sent back to you electronically for edits if requested.

Approved electronic financial reports may only be revised manually, not electronically, by submitting a revised financial report as a paper hard copy or a scan of the paper document. Revisions are allowed to be submitted up to 60 days after the end date of each quarter. These revisions are only accepted if the initial quarterly report was submitted within the mandatory time frame noted above.

Any request for changes or modifications to the project as awarded must be made online using the Grants Management System.

If the purchase of furniture/equipment is part of this grant project and you are a governmental agency, it is required that such purchases are made by competitive bid or through your approved governmental procurement process and that inventory records be maintained.

Should you have any questions or need any clarification regarding this award, **please have your award number when you call** so that you can be referred to the appropriate program manager (**Kyah Edwards**) or fiscal team member (**Courtney Thomas**). This will enable us to provide you with technical assistance and information in a timely manner.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jacqueline Adams', with a stylized flourish at the end.

Jacqueline Adams

Funding Manager

cc: Chief Chuck Terner

File Attachments for Item:

. Order 27,519 - authorizing the Chief of Police to enter into a Memorandum of Understanding with the Allegany County Health Department to receive grant funding in the amount of \$1,500 for officers to work mediation pick up and take back events in an attempt to prevent opioid misuse

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

ORDER NO. 27,519

DATE: August 5, 2024

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

THAT, the Chief of Police be and is hereby authorized to enter into a Memorandum of Understanding (M.O.U.) with the Allegany County Health Department on behalf of the City of Cumberland Police Department to receive grant monies appropriated by the Allegany County Health Department in the amount of One Thousand Five Hundred Dollars and No Cents (\$1,500.00), to conduct mini take-back events within the community and provide medication pick-up services to home-bound individuals between July 15, 2024 and June 30, 2025, in an attempt to reduce opioid misuse.

Raymond M. Morriss, Mayor

Grant Award No. (OMPP) F-870N

Council Agenda Summary

Meeting Date: August 5, 2024

Key Staff Contact: Lt. Andrew Tichnell/Chief Chuck Ternent

Item Title: FY25 Health Department Opioid Misuse Prevention Program

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

Authorize the Chief of Police to enter into a Memorandum of Understanding with the Allegany County Health Department to receive grant funding in the amount of \$1,500 for officers to work mediation pick up and take back events in an attempt to prevent opioid misuse.

Amount of Award: \$1,500

Budget number:

Grant, bond, etc. reference: Grant – reimbursable overtime

MEMORANDUM OF UNDERSTANDING

between

ALLEGANY COUNTY HEALTH DEPARTMENT

12503 Willowbrook Road SE
Cumberland, MD 21502

And

CUMBERLAND CITY POLICE

20 Bedford Street
Cumberland MD 21502

This agreement is funded through grant monies made available from the Maryland Department of Health Office of Population Health Improvement Opioid Misuse Prevention Program (OMPP) F870N Fiscal Year 2025 – Time period for Memorandum of Understanding from July 15, 2024 to June 30, 2025. As the Health Department is a government agency, this award does not permit allowance for indirect costs or the cost for use of agency vehicles.

The Allegany County Health Department agrees to pay the CUMBERLAND CITY POLICE an amount not to exceed \$1,500.00 for the following services:

1. Provide medication pick up services to homebound individuals.
2. Conduct mini-take back events within the community.

As a recipient of a Maryland Department of Health mini-grant, the CUMBERLAND CITY POLICE agree to submit reports and invoices (including overtime vouchers, and receipts) for the above stated services on a monthly basis. Invoices and reports should only reflect the services and expenses from this grant award and should not be combined with any other Health Department grant funding (if applicable).

Deadlines for monthly reports and invoices are the 5th of every month

The activities of this agreement must be completed by June 20, 2025, and the final report must be completed by June 20, 2025. The Allegany County Health Department will remit reimbursement only after the above services are purchased and/or rendered, and proper invoices with overtime vouchers are submitted.

Chief Chuck Ternent
Superintendent
Maryland State Police

Date: _____


Gena Spear
Health Officer
Allegany County Health Department

Date: 7/15/24

The Cumberland City Police Department acknowledges that the Allegany County Health Department follows the policies of the Human Services Agreements Manual (HSAM) of the Department of Mental Health and Hygiene that is sent via email.

File Attachments for Item:

. Order 27,520 - authorizing the Chief of Police to enter into a Memorandum of Understanding with the Allegany County Health Department to receive grant funding in the amount of \$3,000 for officers to work overtime conducting overdose follow-ups in conjunction with Peer Support Specialists and Allegany County Parole and Probation

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

ORDER NO. 27,520

DATE: August 05, 2024

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

THAT the Chief of Police be and is hereby authorized to enter into a Memorandum of Understanding between the Allegany County Health Department and the Cumberland City Police Department to accept a FY25 Overdose Data to Action Grant in the amount of Three Thousand Dollars and No Cents (\$3,000.00) which will be used to partner with UPMC Western Maryland and the Allegany County Parole and Probation Unit to perform follow-ups with non-fatal overdose victims within 24-48 hours after release from hospital.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: August 5, 2024

Key Staff Contact: Lt. Andrew Tichnell/Chief Chuck Ternent

Item Title: FY25 Health Department Opioid Overdose Follow-Up Grant

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

Authorize the Chief of Police to enter into a Memorandum of Understanding with the Allegany County Health Department to receive grant funding in the amount of \$3,000 for officers to work overtime conducting overdose follow-ups in conjunction with Peer Support Specialists and Allegany County Parole and Probation.

Amount of Award: \$3,000

Budget number:

Grant, bond, etc. reference: Grant – reimbursable overtime

MEMORANDUM OF UNDERSTANDING
between
ALLEGANY COUNTY HEALTH DEPARTMENT
12503 Willowbrook Road SE
Cumberland, MD 21502
and
CUMBERLAND CITY POLICE
20 Bedford Street
Cumberland MD 21502

This agreement is funded through grant monies made available from award number F810N, ACCESS Harm Reduction Grant, for fiscal year 2024, award period July 15, 2024 to June 30, 2025. The Allegany County Health Department agrees to pay the **Cumberland City Police** up to a total of \$3,000.00 to conduct overdose follow-ups, with the goal of reducing overdose deaths in the community.

Cumberland City Police agrees to the following:

1. Partners with Peer Support Specialists and Allegany County Parole and Probation to collaborate together on making contact with non-fatal overdose victims within 24-48 hours after release from hospital/institution or post-incident to offer treatment options
2. Leave informational packets with victim, family or at residence
3. Report monthly to Allegany County Health Department the number of follow-up attempts
4. Due to the unpredictable timing and number of follow-up incidents, an officer will be guaranteed a 2-hour minimum overtime callout
5. Can utilize other law enforcement agencies, when unavailable to make contact.
6. Participates in quarterly calls to discuss barriers, challenges or successes.

The **Cumberland City Police** agrees to submit monthly reports, (attached), and invoices, (including overtime vouchers), for the above stated services on a monthly basis. Invoices and reports should only reflect the services and expenses from this grant award and should not be combined with any other Health Department grant funding, (if applicable).

Deadline for monthly reports and invoices is the 5th of every month.

The activities of this agreement must be completed by June 20, 2025 and the final report and invoices must be completed by June 20, 2025. The Allegany County Health Department will remit reimbursement only after the above services are purchased and/or rendered and proper invoices, with overtime vouchers, are submitted.

Chief Chuck Tement
Cumberland City Police Department

Date: _____

Gena M. Spear
Gena Spear
Health Officer
Allegany County Health Department

Date: 7/15/24

The Cumberland City Police Department agrees to follow the policies of the Human Services Agreements Manual (HSAM) of the Department of Mental Health and Hygiene that is sent via email.

File Attachments for Item:

. Order 27, 521 - authorizing the Chief of Police to accept the FY25 MCIN Grant in the amount of \$330,750 to be used to support crime reduction patrols, targeted enforcement, intelligence gathering, apprehension of violent criminal, streamline information sharing to address gang and drug trafficking with grant funds being obligated for contractual salaries, personnel services and overtime for increased manpower within allied agencies

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

ORDER NO. 27,521

DATE: August 05, 2024

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

THAT the Chief of Police be and is hereby authorized to accept an FY25 MCIN grant entitled “Allegany County MCIN Coalition Program” in the amount of Three Hundred Thirty Thousand, Seven Hundred Fifty Dollars and No Cents (\$330,750.00) for the period 7/1/24 – 6/30/25 for personnel and overtime costs associated with the Cumberland Police Department’s focus on crime reduction patrols, targeted enforcement, intelligence gathering, apprehension of violent criminals, and streamlining information sharing to address gang and drug trafficking.

Raymond M. Morriss, Mayor

Grant: MCIN-20250006

Council Agenda Summary

Meeting Date: August 5, 2024

Key Staff Contact: Chief Chuck Ternent/Lt. Andrew Tichnell

Item Title: FY25 Maryland Criminal Intelligence Network (MCIN) grant

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

Authorize the Chief of Police to accept the FY25 MCIN Grant in the amount of \$330,750.00 to be used to support crime reduction patrols, targeted enforcement, intelligence gathering, apprehension of violent criminal, streamline information sharing to address gang and drug trafficking. Grant funds will be obligated for contractual salaries, personnel services and overtime for increased manpower within allied agencies.

Amount of Award: \$330,750.00

Budget number:

Grant, bond, etc. reference: Grant – reimbursable overtime

WES MOORE
Governor

ARUNA MILLER
Lieutenant Governor



DOROTHY LENNIG
Executive Director

July 23, 2024

Chief Chuck Ternent
Chief of Police
Cumberland Police Department
20 Bedford Street
Cumberland, MD 21502

RE: MCIN-2025-0006

Dear Chief Ternent:

I am pleased to inform you that your grant application submitted by **Cumberland Police Department**, entitled "**FY25 Allegany County's MCIN Coalition**," in the amount of \$330,750.00 has received approval under the Maryland Criminal Intelligence Network program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Cumberland Police Department's (CPD) 2025 MCIN-ODAC Program helps strengthen information sharing and criminal investigation in Cumberland and surrounding Allegany County. The MCIN-ODAC program will focus on making our jurisdiction safer and improving the quality of life by identifying, disrupting, and dismantling criminal networks involved in the distribution of illegal drugs, illegal firearms, human trafficking, and violent crimes and decreasing the number of fatal/non-fatal overdoses stemming from substance use. Program funds provide personnel and contractual services.

Please pay particular attention to the instructions included on the grant award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are also located online, at www.goccp.maryland.gov. The chief elected official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the grant award, must sign the original Grant Award & Acceptance Form, initial each page of the Special Conditions document, and upload them in the Grants Management System within **twenty-one (21) calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.

A copy of the grant award, Notification of Project Commencement, and individual project reports has also been sent to the project director. The project director is responsible for completing these and other required forms now and at the end of each reporting period. If the project director changes, we must be notified immediately to avoid potential reporting problems.

Projects may commence as soon as the grant award is signed and you have reviewed and accepted all of the General and Special Conditions. No funds may be encumbered or expended prior to this time without the specific written approval of the Governor's Office of Crime Prevention and Policy.

If you have any questions or need any clarification regarding this grant award, please contact **Quentin Jones**, your program manager, or **Courtney Thomas**, fiscal specialist. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our state.

Sincerely,

A handwritten signature in dark ink, appearing to read "Dorothy Lennig". The signature is fluid and cursive, with a large initial "D" and a stylized "L".

Dorothy Lennig, Esq.
Executive Director

cc: Ms. Samantha Twigg-Fry



Regional Monitor:
Fiscal Specialist:

Jones, Quentin
Thomas, Courtney

Governor's Office of Crime Prevention and Policy

Budget Notice

Grant Award Number:	MCIN-2025-0006	
Sub-recipient:	Cumberland Police Department	
Project Title:	FY25 Allegany County's MCIN Coalition	
Implementing Agency:	Cumberland Police Department	
Award Period:	07/01/2024 - 06/30/2025	CFDA: State General Fund

Funding Summary	Grant Funds	100.0 %	\$330,750.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$330,750.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
CPD Gun Violence Reduction Overtime	Overtime	Grant Funds	\$10,800.00
CPD MCIN Investigation Overtime	Overtime	Grant Funds	\$29,200.00
MCIN Analyst	Fringe	Grant Funds	\$8,984.00
MCIN Analyst	Salary	Grant Funds	\$61,102.00
MCIN Coordinator	Fringe	Grant Funds	\$8,984.00
MCIN Coordinator	Salary	Grant Funds	\$61,102.00
Personnel Total:			\$180,172.00

Travel

Description	Funding	Quantity	Unit Cost	Total Budget
MCIN Fall Conference	Grant Funds	2	\$300.00	\$600.00
Travel Total:				\$600.00

Contractual Services

Description	Funding	Quantity	Unit Cost	Total Budget
Allied Agency MCIN Overtime	Grant Funds	1	\$20,000.00	\$20,000.00
MCIN Special Prosecutor	Grant Funds	1	\$65,000.00	\$65,000.00
Contractual Services Total:				\$85,000.00

Equipment

Description	Funding	Quantity	Unit Cost	Total Budget
1286 Covert Surveillance Concealment Cameras	Grant Funds	3	\$6,180.00	\$18,540.00
Drones/License/Training	Grant Funds	2	\$15,460.00	\$30,920.00
Equipment Total:				\$49,460.00



Regional Monitor:
Fiscal Specialist:

Jones, Quentin
Thomas, Courtney

Governor's Office of Crime Prevention and Policy

Budget Notice

Grant Award Number:	MCIN-2025-0006	
Sub-recipient:	Cumberland Police Department	
Project Title:	FY25 Allegany County's MCIN Coalition	
Implementing Agency:	Cumberland Police Department	
Award Period:	07/01/2024 - 06/30/2025	CFDA: State General Fund

Funding Summary	Grant Funds	100.0 %	\$330,750.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$330,750.00

Other

Description	Funding	Quantity	Unit Cost	Total Budget
32 inch Touch Screen Monitor and Mount	Grant Funds	1	\$655.00	\$655.00
Cellebrite License Renewal	Grant Funds	1	\$6,100.00	\$6,100.00
IBM Crime Analyst Notebook	Grant Funds	1	\$1,634.00	\$1,634.00
Inspection Bore Camera	Grant Funds	3	\$80.00	\$240.00
Maglocen Gang Specialist	Grant Funds	1	\$400.00	\$400.00
Maptive Software	Grant Funds	1	\$1,250.00	\$1,250.00
Microsoft Laptop Computer	Grant Funds	1	\$1,405.00	\$1,405.00
MSAB Xry License Renewal	Grant Funds	1	\$3,834.00	\$3,834.00

Other Total: \$15,518.00

Approved:

Governor's Office of Crime Prevention and Policy Authorized Representative

Effective Date: 7/22/2024

File Attachments for Item:

. Order 27,522 - authorizing an amendment to Order No. 27,388, originally approved on January 16, 2024 for the upfit of three (3) 2023 Ford Police Interceptor vehicles, to include the cost of shipping in the amount of \$499.84, bringing the new total not to exceed \$41,607.31

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

ORDER NO. 27,522

DATE: August 5, 2024

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

THAT, an amendment to Order No. 27,388, originally approved January 16, 2024, for the upfit of three (3) 2023 Ford Police Interceptor vehicles, to add additional shipping charges not included in the proposal be and is hereby approved in the amount of Four Hundred Ninety Nine Dollars and Eighty Four Cents (\$499.84), bringing the new total not to exceed Forty One Thousand Six Hundred Seven Dollars and Thirty One Cents (\$41,607.31).

Raymond M. Morriss, Mayor

Budget:
001.040.64000

Council Agenda Summary

Meeting Date: August 5, 2024

Key Staff Contact: Chief Chuck Ternent/Lt. Eric Bonner

Item Title: Revise M&CC Order 27,388

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

Request to make a revision to Mayor and City Council Order 27,388 to include the cost of shipping in the amount of \$499.84 making the revised total \$41,607.31. Total shipping was actually \$618.28 but we were not invoiced for brackets in the amount of \$118.44, resulting in the invoice difference being \$499.84.

Budget number: 001.040.64000

G-Technologies, Inc.

PO BOX 70

AUGUSTA, WV 26704-0070

001.040.64000

✓ 894

PO # 24-975

PO # 24-976

Chaf

Invoice

Date	Invoice #
7/15/2024	2024-0733

Bill To
City of Cumberland Attn: Accounts Payable 57 N. Liberty St. Cumberland, MD 21502 *EMAIL INV

Ship To

P.O. No.	Terms	Project
Lt. Bonner	Net 30	Cumberland PD

Item	Description	S.O. No.	Ordered	Invoiced	Rate	Amount
	Equipment and Installation quote for CPD Ford Interceptor SUV. Includes additional equipment to Match the Ready For the Road Package. Total for 3 Vehicles. *** Includes Laptops, Docks and Computer Mounting Equipment.*** See Estimate 2024-0296 for Computer Equipment quote. All lighting is Whelen CORE programmable and compatible. (Lighting Listed Below).					
TLI2J R/B	Whelen Ion T-Series DUO Linear Surface Mount RED/BLUE	2024-0329	12	12	168.00	2,016.00
IONJ	Whelen ION - Red / Blue	2024-0329	12	12	126.00	1,512.00
VTX609C	Hide-Away with flasher - White (taillight flasher)	2024-0329	6	6	94.98	569.88
MCRNSJ	Surface Mount Micron - Red/Blue w/Black Flange	2024-0329	6	6	114.99	689.94
54" Whelen ...	Whelen 9SX all red/blue, with white front flood and rear amber T/A override. Includes Whelen CORE Siren and Lighting Controller, Siren Speaker and Mounting Brackets.	2024-0329	3	3	3,503.50	10,510.50

Thank you. We appreciate your business.

Subtotal

Sales Tax (6.0%)

Total

Payments/Credits

Balance Due

6/17

G-Technologies, Inc.

PO BOX 70

AUGUSTA, WV 26704-0070

Invoice

Date	Invoice #
7/15/2024	2024-0733

Bill To
City of Cumberland Attn: Accounts Payable 57 N. Liberty St. Cumberland, MD 21502 *EMAIL INV

Ship To

P.O. No.	Terms	Project
Lt. Bonner	Net 30	Cumberland PD

Item	Description	S.O. No.	Ordered	Invoiced	Rate	Amount
Havis 8" Ang...	Havis High Angled Console For 2020-2023 Ford Interceptor Utility SUV (includes 2 Lighter Plug Outlet and Dual USB Charging Port, equipment mounting brackets for APX-8000, Cencom Siren Control, arm rest cup holder, printer mount, Magnetic mic and filler plates.	2024-0329	3	3	1,084.98	3,254.94
DS-PAN-435...	Panasonic Laptop and Mounting Equipment quote for 3 CPD Ford Interceptor. Includes Laptop Dock, Mounts and Accessories for 3 Vehicles. Docking Station w/ dual pass-through antenna connections & power supply (for Toughbook 54 and 55).	2024-0338	3	3	921.96	2,765.88
C-MD-112	11" Heavy Duty, Slide-Out Tilt/swivel, Locking Swing Arm with Motion Adapter	2024-0338	3	3	308.28	924.84
3320G-2USB-0	Honeywell VuQuest Barcode Scanner SNs: 23167N0691 23167N04FB 23167N0611	2024-0338	3	3	384.00	1,152.00

Thank you. We appreciate your business.

Subtotal

Sales Tax (6.0%)

Total

Payments/Credits

Balance Due

G-Technologies, Inc.

PO BOX 70

AUGUSTA, WV 26704-0070

Invoice

Date	Invoice #
7/15/2024	2024-0733

Bill To
City of Cumberland Attn: Accounts Payable 57 N. Liberty St. Cumberland, MD 21502 *EMAIL INV

Ship To

P.O. No.	Terms	Project
Lt. Bonner	Net 30	Cumberland PD

Item	Description	S.O. No.	Ordered	Invoiced	Rate	Amount
PJ8 Printer	Brother PJ8 Vehicle Kit. Includes Brother PJ823 Printer, 14" DC Vehicle Adapter, Battery Cavity Mounting Block, 4" USB A to C Cable SNs: U66989K3G620542 U66989K3G620537 U66989K3G620644	2024-0338	3	3	724.35	2,173.05
Toughbook P...	Toughbook Panasonic 55, FZ-55 MK2, 14.0" HD, Intel Core i5-1145G7 4GB, 1TB SSD Opal NVMe SSD, 4G LTE, Infrared Webcam, TPM 2.0, Emissive Backlit Keyboard, Windows 10 Pro. 3 year limited warranty. SNs: 2ITTA42590 2ITTA43899 2ITTA43867	2024-0338	3	3	3,640.00	10,920.00
*Reimb Group	Actual Shipping for all listed equipment.					618.28

Thank you. We appreciate your business.

Subtotal

Sales Tax (6.0%)

Total

Payments/Credits

Balance Due

PO BOX 70
AUGUSTA, WV 26704-0070

Date	Invoice #
7/15/2024	2024-0733

Bill To	
City of Cumberland Attn: Accounts Payable 57 N. Liberty St. Cumberland, MD 21502 *EMAIL INV	

Ship To

P.O. No.	Terms	Project
Lt. Bonner	Net 30	Cumberland PD

Item	Description	S.O. No.	Ordered	Invoiced	Rate	Amount
*Reimb Group	Installation labor for 3 vehicles.					4,500.00

Thank you. We appreciate your business.

Subtotal	\$41,607.31
Sales Tax (6.0%)	\$0.00
Total	\$41,607.31
Payments/Credits	\$0.00
Balance Due	\$41,607.31

File Attachments for Item:

. Order 27,523 - authorizing the execution of a BMX Facility Long-Term User Agreement for the use of the BMX Bike Track and appurtenances in the Mason Sports Complex through June 30, 2025

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

ORDER NO. 27,523

DATE: August 5, 2024

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

THAT, the Mayor be and is hereby authorized to execute a BMX Facility Long-Term User Agreement by and between the Mayor and City Council of Cumberland and Riverside BMX, providing for terms for use of the BMX bike track and appurtenances in the Mason Sports Complex through June 30, 2025, and renewable for one (1) year periods upon mutual agreement of both parties.

Raymond M. Morriss, Mayor

BMX Facility Long-Term User Agreement

THIS BMX FACILITY LONG-TERM USER AGREEMENT ("Agreement") is made and executed this 18 day of June, 2024, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (hereinafter referred to as "City"), and **RIVERSIDE BMX** (hereinafter referred to as "User").

WITNESSETH:

In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Description of Premises - City agrees to allow User the use of a portion of land located at Mason Sports Complex which is the current location of the BMX bike track and the appurtenances thereto (which BMX track and appurtenances are hereinafter referred to in this Agreement as the "Premises").

2. Use of Premises – User agrees that the Premises shall be used exclusively for conducting bicycle motorcross events and practice session for the community sanctioned through the National Bicycle League.

3. User as Operator of the Premises - User shall be the exclusive operator of the Premises. User shall provide trained and competent staff to provide adequate and reasonable supervision during all times of use. Trained and competent staff shall mean officers of the User who are 18 years of age or older and who are familiar with planning, promotion, and operation of a BMX track. User shall provide a minimum of one staff person at all times when the track is in use and a minimum of two staff people during racing activities. User may restrict use to specific days and specific times during the day.

User shall restrict use of the Premises to those persons covered under User's general liability insurance policy. City shall not authorize others to use the Premises without the User's consent.

4. General Public Use –User shall provide times when the Premises is open for use by the general public under Users general liability insurance. User shall provide to the City a schedule of public use times and shall post this schedule at the Premises.

General public use of the Premises shall not be permitted unless such use is covered under User's general liability insurance policy. User shall prominently post signage on the Premises at all entry points for the purpose of notifying the public that unauthorized entry is prohibited and that trespassers will be prosecuted.

5. Term of Agreement – This Agreement shall extend from the date of execution to the 30th day of June, 2025.

6. Renewal – This Agreement may be renewed for additional one (1) year periods upon mutual agreement of the parties. User must submit written request for renewal at least ninety (90) days prior to the end of the then-current term of the Agreement.

7. Rent – City shall charge no monetary rent for the use of the Premises.

8. Program Responsibility - User has sole responsibility for the recreational program anticipated by this Agreement. The recreational program offered by the User may not discriminate based on race, color, creed, national origin, religion, disability or gender. The City shall have no obligation to assist in the provision of services that the User intends to provide by virtue of this Agreement or to provide the services if the User terminates this Agreement, except as expressly provided for by this Agreement.

9. Concessions and Vendors – During the initial term of this Agreement, User may operate a food concession at the Premises for the purpose of raising funds to cover the operating expenses of the facility. All such activities shall be in full compliance with all applicable laws, ordinances, and regulations. Thereafter, concession rights will be subject to approval by the City. User may allow private vendors to operate food concessions and bicycle-related concessions at the Premises. User shall ensure that any private vendor has general liability coverage in the amount of One Million Dollars (\$1,000,000.00) and User shall obtain a Certificate of Insurance from any private vendor naming both User and City as additional named insured.

10. Fees Charged by User – User may charge a reasonable and nominal fee for the use of the Premises during times when it is open for public use, provided public use of the facility is covered under User's general liability insurance policy, but the charge must be applicable to all users during that time. User may require membership in the USA BMS for non-open time use of the Premises in order to ensure

that participants are covered by the USA BMX's insurance policy. User may also charge entrance fees to participants in special events sponsored by User.

Revenues generated by fees shall be used for the operation and maintenance of the Premises, construction of facilities on the Premises, or providing recreational programs at the Premises. If requested by the City, User shall provide an annual accounting of revenues and expenses related to the use and operation of the Premises.

11. Ownership of Improvements – All permanent improvements to the Premises, including but not limited to restrooms, concession buildings, dirt track, fencing, guardrails, lighting, scoreboards, signs, and parking facilities, are the property of the City. Permanent improvements or fixtures made or attached to the Premises by any party during the term of this Agreement shall become the property of the City when installed, with the exception of any starting gate supplied by User, which shall remain the property of User.

12. Maintenance of Premises

a. Grounds. User shall maintain the grounds of the Premises, including, but not limited to, track repairs, mowing, seeding, fertilizing, sweeping, and clean-up of trash, debris, leaves, and downed branches. City will maintain all trees, including planting, trimming, and removal of dead trees.

b. Bleachers. User is responsible for all maintenance, repairs, and replacements of bleachers at the Premises. Any bleacher repairs shall require a City building permit and must be inspected by the City.

c. Fencing. City shall maintain the perimeter fence currently located at the Premises.

d. Track Lighting. User is responsible for all maintenance, repairs, and replacements of track lighting at the Premises. Track lighting shall be directional and directed to avoid a nuisance to neighboring properties.

e. Scoreboards and Signs. User shall be responsible for all maintenance, repairs, and replacements for scoreboards and signs.

f. Parking. User is responsible for the cleanup of trash and general debris in parking areas adjacent to the Premises.

g. Safety. User assumes full responsibility for inspecting, maintaining, and supervising all structures and facilities for which User is responsible in a safe and proper operating condition to minimize the risk of personal injury. City reserves the right to inspect any structure or facility on the Premises and may issue a notice to User for any structural or maintenance deficiencies. Upon receipt of such notice, User shall make the necessary improvements within seven (7) calendar days, unless City agrees, in writing, to extend the time.

h. Exterior Colors. User must obtain approval from City when altering the exterior colors or appearance of any existing structure or facility at the Premises.

13. Construction of Improvements – User must obtain approval from City for all permanent improvements to the Premises and obtain all necessary permits for the approved construction. User is solely responsible for the design of the BMX track and the safety of both the design and the construction of the track.

14. Utilities and Services – Utilities and services shall be provided and paid for by the parties as indicated below:

UTILITY / SERVICE	CITY	USER	NOT AVAILABLE
Electricity		X	
Water	X		
Gas			X
Telephone			X
Trash Hauling	X		

15. Signs and Advertisements – All signs or advertisements installed or displayed on the Premises must be approved by City. Approval will be based on size, content, location, and visibility. City reserves the right to remove any signs or advertisements from the Premises that it has not approved and User agrees to pay the cost of any such removals. User shall be permitted to place advertising

billboards around the perimeter of the track and structures on the Premises to generate income for the operations.

16. Hold Harmless – User will indemnify and hold City harmless from any and all loss, liability, cost, or damages that may occur or be claimed with respect to any person or property on, in, or about the Premises or to the Premises resulting from any act done or omission by or through User, its agents, employees, volunteers, invitees, or any other person on the Premises by reason of the User’s use or occupancy of the Premises and any and all loss, cost, liability, or expense (including, but not limited to, reasonable attorneys’ fees and litigations expenses) resulting therefrom. User will maintain, operate, and supervise the Premises in a safe and careful manner. User shall indemnify and hold City harmless from any and all loss, liability, cost (including, but not limited to, reasonable attorneys’ fees and litigation expenses), or damages that may occur or be claimed arising out of, as an incident to or as a result of User’s breach of the terms of this Agreement.

17. Insurance

a. Buildings and Structures. The City shall provide building and structure insurance in the same manner and amount that it would for any City-owned park structure. Providing this insurance does not obligate the City to incur any cost in repair or replacement beyond the insurance coverage provided. User may carry additional insurance at User’s cost if such insurance is available.

b. General Liability. User shall provide general liability insurance in the amount of One Million Dollars (\$1,000,000.00) covering all activities of the User, its participants, members, volunteers, spectators, agents, and uses of the facility whether authorized or unauthorized. This insurance must also extend to the preparation and sale of any food on the Premises if food will be distributed or sold. The insurance policy will name the **“Mayor and City Council of Cumberland”** as an additional insured and will include and endorsement requiring the insurer to provide City with no less than thirty (30) days advance notice of its cancellation. Prior to the execution of this Agreement and from time to time upon request of City, User shall provide City with a Certificate of Insurance evidencing the coverage referenced above. User agrees to immediately cease all use of the Premises if its general liability insurance is canceled or expired or if it has reason to believe that the insurance has expired or has been canceled-. User must notify the City immediately in the event it has reason to believe the said insurance has expired or has been canceled.

c. Contents. User is solely responsible for insurance for all personal property kept on the Premises if the User elects such coverage. The City will not provide insurance for any personal property not owned by the City.

18. Damage to Personal Property – User is responsible for all personal property kept, stored, or placed on the property in conjunction with the User’s use of the Premises. City shall not be responsible for any loss or damage to personal property for any reason.

19. Public Requirements – User shall comply with all laws, orders, ordinances, park rules and regulations, permit regulations, and other public requirements in effect now or in the future affecting the Premises or the use of the Premises, and shall indemnify and hold the City harmless from all expenses (including, but not limited to, reasonable attorneys’ fees and litigation expenses), fines, penalties, damages or costs of any kind or nature resulting from its failure to do so. The Premises are not exempted from compliance with zoning or other municipal codes or ordinances, nor from any other requirements of law due to title being in the name of City.

20. Assignment or Sublease – User may not assign this Agreement nor may it sublease the Premises, in whole or in part without the written consent of City.

21. Liens and Encumbrances – User may not encumber the Premises or any property, fixtures, or improvements located thereon. User shall promptly pay when due all obligation or indebtedness incurred by virtue of this Agreement. This Agreement is subject to provisions of the City Charter, ordinances, and state statutes prohibiting alienation of title.

22. City Assistance – The terms of this Agreement shall not be interpreted to prohibit User from requesting that City provide additional services or support nor shall they be interpreted to prohibit City from providing additional services or support. City may grant additional services or support or deny requests therefore in its sole discretion, with or without basis.

23. Notices – Any notice sent to the parties shall be to the following addresses:

City: Mayor and City Council of Cumberland
57 N. Liberty Street
Cumberland, MD 21502

User: Riverside BMX, Inc.
Kim Hazel
218 Humbird Street
Cumberland, MD 21502

24. Current User Information – User will provide City with a current list of all officers including names, titles, home addresses, and telephone numbers. User will provide an updated list within thirty (30) days of any change in the foregoing and with each Agreement renewal request.

25. Governing Law. This Agreement shall be construed under the laws of the State of Maryland. The parties hereto hereby agree to be subject to the jurisdiction of and waive any objection to the venue of any action filed by one against the other, in any court located in Allegany County, Maryland, and waive any claim that such courts constitute inconvenient fora. Unless otherwise agreed, all litigation arising out of or as an incident to the terms or execution of this Agreement shall be instituted and prosecuted in the District Court of Maryland for Allegany County or the Circuit Court for Allegany County, Maryland.

26. Captions/Headings. The captions and headings inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, any provision hereof, or in any way affect the interpretation of this Agreement.

27. Waiver of Trial by Jury. THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH EITHER OF THEM MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT OR ANY PROVISION THEREOF. 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 AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE PARTIES HERETO, AND THE PARTIES HERETO HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

28. Entire Agreement. It is expressly understood and agreed that this Agreement is the entire agreement of the parties and that there are and were no verbal representations, warranties, understandings, stipulations agreements, or promises pertaining to this Agreement not incorporated in this Agreement. It is likewise agreed that this Agreement may not be altered, waived, amended, or extended except by an instrument in writing signed by both parties hereto.

29. Public Health Contingencies. The terms and conditions of this Agreement are subject to all orders, ordinances, laws, statutes, rules and regulations of local, state and federal governments, including, but not limited to, those pertaining to the COVID-19 pandemic and/or other public health issues and including those which are presently existing and such measures passed or issued in the future.

The parties hereby agree and represent to each other that the undersigned have the authority to accept and sign this Agreement.

ATTEST:

MAYOR AND CITY COUNCIL
OF CUMBERLAND

Allison K. Layton

By: _____
Raymond M. Morriss

WITNESS:

RIVERSIDE BMX, INC.

Signature
Kimberly Hazel

By: _____
[Signature]

File Attachments for Item:

. Order 27,524 - authorizing the execution of the concession stand agreement with Lisa Gover for the operation of the concession area at the Constitution Park Pool from May 25, 2024 through September 30, 2024, with a license fee of \$500

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

ORDER NO. 27,524

DATE: August 5, 2024

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

THAT, the Mayor be and is hereby authorized to execute a Concession License agreement with Lisa Gover for the operation of the concession area on the second floor of the Casino Building at Constitution Park Pool from May 25, 2024, through September 30, 2024, with a license fee of Five Hundred Dollars (\$500.00).

Raymond M. Morriss, Mayor

CONCESSION LICENSE AGREEMENT

THIS CONCESSION LICENSE AGREEMENT ("Agreement"), made this 25th day of May, 2004 by and between the Mayor and City Council of **Cumberland** (the "City"), a municipal corporation of the State of Maryland, and Lisa Glover ("Licensee"), of Allegheny County Maryland.

WITNESSETH:

1. **Grant of License.** That for and in consideration for the Licensee's payment of the his/hereinafter-described license fee, the City does his/herby grant unto Licensee, the right and privilege to exclusively operate the Concession Area (the "Concession") on the second floor of the Casino Building in Constitution Park (the "Park") in the City of Cumberland, Maryland, and she shall have the privilege of selling in said Concession all articles of merchandise commonly sold at concession stands in public parks as well as the privilege to operate at that location such pinball machines, arcade-style games and similar devices authorized by the laws of the State of Maryland and the Code of the City of Cumberland as are approved by the Director (the "Director") of the City's Department of Parks and Recreation (the "Department"). Notwithstanding anything to the contrary his/herein, Licensee shall not be permitted to sell or offer for consumption beers, wines or alcoholic beverages of any kind in the Park.

The City hereby agrees to permit Licensee to operate the Concession as concession stand. Licensee shall be solely responsible for providing all furnishings, trade fixtures and equipment he/she needs in order to operate the Concession and the City shall have no obligations in regard to the same. At the end of the term of this Agreement, Licensee shall have a right to remove such furnishings, trade fixtures and equipment as

he/she may purchase and install in said Concession, except those which are so fixed as to be permanent additions to the building. Any damages caused to the Concession as a result of Licensee's removal of his/her furniture, trade fixtures and equipment shall be repaired by Licensee at his/her expense, said repairs to be effected in a good and workmanlike manner, restoring the Concession as good or a better condition than it was in as of the effective date of this Agreement.

During the term of this Agreement, Licensee shall be responsible for repairing and maintaining the equipment and appliances installed by the City at the Concession and keeping it in good and properly working order. Licensee shall be responsible for returning it to the City in good and properly working order upon the termination of this Agreement or upon the expiration of its term.

2. **Cleanliness.** Licensee shall be responsible for keeping the Concession in a clean and sanitary condition throughout the term of this Agreement. At the conclusion this/hereof, Licensee shall surrender possession of the premises to the City in a "broom-clean" condition. Throughout the term of this Agreement, Licensee shall keep the area surrounding the Concession free of trash and debris.

3. **License Fee.** In exchange for the license his/herein granted, Licensee shall pay the City a license fee in the amount of 500.00 Dollars (\$____.00), payable and paid in one installment by May 1, 2024. Said payment shall be made at the City's Finance Department in City Hall, 57 N. Liberty Street, Cumberland, MD 21502. The license fee shall not be abated for any reason.

4. **Exclusivity.** Although Licensee shall have the exclusive right to operate the Concession, nothing herein contained shall prevent other concessionaires from selling

concessions elsewhere in the Park. Further, this Agreement shall not be interpreted to confer any rights upon Licensee other than those expressly granted his/herein.

5. **Laws and Regulations.** The rights herein granted shall be subject to the City's ordinances, its Code and Charter, the rules and regulations of its Department of Parks and Recreation (the "Department") and other laws and regulations as may be applicable, and the business to be conducted under the terms of this Agreement shall at all times be conducted in conformity with the foregoing.

The Department shall have the right to regulate advertising materials used in or upon any of the buildings in the Park or distributed therein. Further, no signage shall be permitted at the Concession other than that which is approved by the Director, said approval not to be unreasonably withheld.

No items vended by Licensee shall be sold in excess of standard market prices. Licensee shall close the Concession and cease to operate the same as the said Park shall officially be closed unless the Director grants Licensee permission in writing to operate at such times when the Park is officially closed.

6. **Term of Agreement.** It is specifically understood that the rights granted herein are granted as to the period of time commencing May 1, 2024, and concluding September 30, 2024. Notwithstanding the foregoing, Licensee shall not be permitted to conduct business at the Concession until such time as the Allegany County Health Department issues a permit for the conduct of those operations. The Concession shall be well stocked and kept open for business starting May 24, 2024, and continuing through the end of the term of this Agreement.

7. **No Alterations.** Licensee shall not make any alterations, modifications or improvements at or in the Concession or the Casino Building without the written permission of the Director, said permission to be granted or withheld for any reason or no reason at all.

8. **Limitations on License.** Licensee shall not engage in any commercial activities at the Park (like selling concessions at other locations or showing movies) other than those expressly authorized by the terms of this Agreement unless the Director grants Licensee written permission to do so. This prohibition extends to activities like operating concessions at locations other than the Concession and showing movies.

9. **Relationship between the Parties.** The relationship between the City and Licensee is that of an independent contractor and a contracting entity. Nothing herein contained shall be construed to give Licensee any interest as an employee, joint venturer, or partner of or with the City. During the term of this Agreement, Licensee shall conduct his/her business operations at the Concession as an independent contractor and she shall have control of and shall be exclusively responsible for said operations.

10. **Indemnification.** Licensee will defend, indemnify and hold the City harmless from and against any and all claims, actions, damages, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) in connection with the loss of life, bodily injury, or damage to property or business arising from, related to, or in connection with the conduct of the business operations which are the subject of this Agreement occasioned wholly or in part by any act or omission of Licensee, his/her agents, employees, representatives, sublicensees, contractors, or subcontractors, or any agents or employees of the foregoing. Licensee's indemnification obligations as set

forth in this section include, but are not limited to, the obligation to indemnify the City for its attorneys' fees, court costs and any litigation expenses it may incur. The provisions of this section shall survive the termination or earlier expiration of this Agreement.

11. Insurance. Throughout the term of this Agreement, Licensee shall, at its expense, maintain (i) comprehensive general public liability insurance covering personal injury and property damage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, and (ii) workers' compensation insurance in no less than the statutorily required minimum amounts. Licensee shall furnish the City with a certificate of insurance prior to or contemporaneously with the execution of this Agreement. Thereafter, Licensee shall deliver certificates of renewal for each insurance policy not less than thirty (30) days in advance of the expiration date of the policy, bearing verification from the agent of the company issuing the certificate that the premiums have been paid in full. Each policy shall provide that it shall not be subject to cancellation, material change, or non-renewal without thirty (30) days prior written notice to the City. Each policy shall name "Mayor and City Council of Cumberland" as an additional insured.

12. Miscellaneous.

12.1 Remedies for Breach of Agreement. Notwithstanding any provisions in this Agreement to the contrary, the parties his/hereto reserve the right to seek any remedies available in equity or law upon a breach of the terms of this Agreement. In the event of a breach of the terms of this Agreement, the breaching party shall pay the reasonable attorney's fees, court costs and other expenses incurred by the non-breaching party as a result of the breach.

12.2 Severability. If any provision of this Agreement or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder of this Agreement and the application of such provision to other parties or circumstances will not be affected this/hereby, and to this end, the provisions of this Agreement are declared severable.

12.3 Captions. The captions and titles to the paragraphs, sections and subsections of this Agreement are for convenience purposes only and are not in aid of the interpretation of this Agreement, and to this end, shall not limit, restrict or expand the provisions hereof.

12.4 Time is of the Essence. Time is of the essence in with respect to the provisions of this Agreement.

12.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties his/hereto, and their respective heirs, personal representatives, successors and assigns.

12.6 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Maryland. It shall be enforceable with an action commenced in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and the parties hereto agree to be subject to the jurisdiction of such Courts and further waive any claim that any action or proceeding arising out of or relating to this Agreement and commenced in such courts in commenced in an inconvenient forum or one that lacks proper venue. This provision shall be construed to proscribe any action or remedy being brought or asserted by either party in any other forum located in any other jurisdiction unless the Circuit

Court of Allegany County, Maryland, or the District Court of Maryland for Allegany County determine that the action must be transferred to another jurisdiction.

12.7 Waiver. Neither the City's nor Licensee's waiver of the breach of any covenant, term or condition of this Agreement will be construed as a waiver of the breach of any other covenants, terms or conditions or as a waiver of a subsequent breach of the same covenant, term or condition.

12.8 Definitions. Whenever used in this Agreement, the singular shall include the plural; any gender shall include the other gender, and vice-versa.

12.9 Entire Agreement. This Agreement contains the final and entire agreement between the parties his/hereto with reference to the provisions his/heretof, and neither they nor their agents shall be bound by any terms, conditions or representations not contained his/herein.

12.10 Jury Trial. The parties waive their right to a jury trial in a proceeding brought by any party based upon or arising out of or as an incident to this Agreement.

IN WITNESS WHIS/HEREOF, the parties his/hereto have executed this Agreement the day and year first above written.

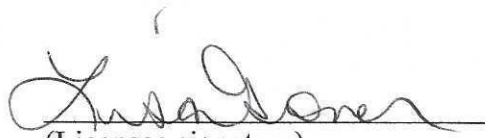
WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison K. Layton
City Clerk

By: _____
Raymond M. Morriss
Mayor

(Witness)


(Licensee signature)

File Attachments for Item:

. Order 27,525 - authorizing the City Comptroller to facilitate the purchase of the property at 461 Central Avenue (Tax ID 22-003852) as part of the Central Avenue City/County Initiative for the closing bid price of \$25,000, plus closing costs and auction fees, estimated at \$4,800, bringing the total amount not to exceed \$29,800

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

ORDER NO. 27,525

DATE: August 05, 2024

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

THAT, the City Comptroller be and is hereby authorized to facilitate the purchase of the property at 461 Central Avenue in Cumberland, MD (Tax ID 22-003852) as part of the Central Avenue City/County Initiative for the closing bid price of Twenty Five Thousand Dollars and No Cents (\$25,000.00), plus closing costs and auction fees, estimated at Four Thousand Eight Hundred Dollars and No Cents (\$4,800.00), bringing the total amount not to exceed Twenty Nine Thousand Eight Hundred Dollars and No Cents (\$29,800.00).

Raymond M. Morriss, Mayor

Budget: 114.199AL.C_Ave 61000

Council Agenda Summary

Meeting Date: August 6, 2024

Key Staff Contact: Ken Tressler or Mark Gandolfi

Item Title:

Acquisition of 461 Central Ave Cumberland, MD 21502

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

An Order for the purchase of 461 Central Ave in Cumberland, MD as part of the Central Avenue City/County Initiative. Through auction, the City successfully bid \$25,000 plus closing costs estimated at \$4,800 totaling \$29,800.00 for 461 Central Avenue. The current assessed value is \$51,600.

Amount of Award: \$0.00

Budget number: 114.199AL.C_Ave 61000

Grant, bond, etc. reference: Central Avenue City/County Initiative

B. Type of Loan				
1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv Unins 4. ☐ VA 5. ☐ Conv Ins. 6. ☐ Seller Finance 7. ☐ Cash Sale.		6. File Number 243393	7. Loan Number	8. Mortgage Ins Case Number
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.				
D. Name & Address of Borrower MAYOR AND CITY COUNCIL OF CUMBERLAND 57 N. Liberty Street Cumberland, MD 21502		E. Name & Address of Seller REARDEN LLC, a Maryland limited liability company 2833 Smith Ave # 416 Baltimore, MD 21209		F. Name & Address of Lender CASH ,
G. Property Location Tax ID:22-003852 461 Central Avenue Cumberland, MD 21502		H. Settlement Agent Name New World Title Company, LLC 1407 York Road, Suite 304 Lutherville, MD 21093 Tax ID: 20-1857860 Underwritten By: First American Title Insurance Company		
		Place of Settlement New World Title Company, LLC 1407 York Road, Suite 304 Lutherville, MD 21093		I. Settlement Date
		Fund:		
J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction		
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller		
101. Contract Sales Price	\$25,000.00	401. Contract Sales Price	\$25,000.00	
102. Personal Property		402. Personal Property		
103. Settlement Charges to borrower	\$4,800.00	403.		
104.		404.		
105.		405.		
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance		
106. County Property taxes		406. County Property taxes		
107. Water/Sewer		407. Water/Sewer		
108. Prorated Ground Rent		408. Prorated Ground Rent		
109. Prorated Rent		409. Prorated Rent		
110.		410.		
111.		411.		
112.		412.		
113.		413.		
114.		414.		
115.		415.		
116.		416.		
120. Gross Amount Due From Borrower	\$29,800.00	420. Gross Amount Due to Seller	\$25,000.00	
200. Amounts Paid By Or in Behalf Of Borrower		500. Reductions in Amount Due to Seller		
201. Deposit or earnest money	\$5,000.00	501. Excess Deposit		
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	\$309.00	
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to		
204. Loan Amount 2nd Lien		504. Payoff of first mortgage loan to		
205.		505. Payoff of second mortgage loan to		
206.		506.		
207.		507.		
208.		508.		
209.		509.		
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller		
210. County Property taxes		510. County Property taxes		
211. Water/Sewer		511. Water/Sewer		
212. Prorated Ground Rent		512. Prorated Ground Rent		
213. Prorated Rent		513. Prorated Rent		
214.		514.		
215.		515.		
216.		516.		
217.		517.		
218.		518.		
219.		519.		
220. Total Paid By/For Borrower	\$5,000.00	520. Total Reduction Amount Due Seller	\$309.00	
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller		
301. Gross Amount due from borrower (line 120)	\$29,800.00	601. Gross Amount due to seller (line 420)	\$25,000.00	
302. Less amounts paid by/for borrower (line 220)	\$5,000.00	602. Less reductions in amt. due seller (line 520)	\$309.00	
303. Cash From Borrower	\$24,800.00	603. Cash To Seller	\$24,691.00	

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following:

- HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services;
- Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate;
- Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.

The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

The information requested does not lend itself to confidentiality.

L. Settlement Charges						
700. Total Sales/Broker's Commission based on price		\$25,000.00	@ % =	\$0.00	Paid From	Paid From
Division of Commission (line 700) as follows:					Borrower's Funds at Settlement	Seller's Funds at Settlement
701.	to					
702.	to					
703. Commission Paid at Settlement					\$0.00	\$0.00
800. Items Payable in Connection with Loan						
801.	Loan Origination Fee	%	to			
802.	Loan Discount	%	to			
803.	Appraisal Fee		to			
804.	Credit Report		to			
805.	Lender's Inspection Fee		to			
806.	Mortgage Application		to			
807.	Broker Fee		to			
808.	Tax Service Fee		to			
809.	Flood Certification		to			
810.	YSP		to			
811.	Service Release Premium		to			
900. Items Required by Lender To Be Paid in Advance						
901.	Interest from		to @ \$0/day			
902.	Mortgage Ins Premium for	months	to			
903.	Hazard Ins Premium for	years	to			
1000. Reserves Deposited With Lender						
1001.	Hazard Insurance	months @	per month			
1002.	Mortgage Insurance	months @	per month			
1003.	Property Tax	months @	per month			
1004.	Water/Sewer	months @	per month			
1005.	Prorated Ground Rent	months @	per month			
1006.	Prorated Rent	months @	per month			
1007.		months @	per month			
1008.		months @	per month			
1011.	Aggregate Adjustment					
1100. Title Charges						
1101.	Settlement or closing fee	to	New World Title Company, LLC		\$275.00	
1102.	Abstract or title search	to	New World Title Company, LLC		\$210.00	
1103.	Title examination	to	New World Title Company, LLC		\$450.00	
1104.	Admin Fee	to	New World Title Company, LLC		\$200.00	
1105.	Document preparation	to	New World Title Company, LLC		\$275.00	
1106.	Notary fees	to				
1107.	Attorney's fees	to				
(includes above items numbers:)						
1108.	Title insurance	to	First American Title Insurance Company		\$300.00	
(includes above items numbers:)						
1109.	Lender's coverage	\$0.00/\$0.00				
1110.	Owner's coverage	\$27,500.00/\$300.00				
1111.	Recording Service Fee	to	Easton Enterprise LLC		\$50.00	\$50.00
1112.	Lien Certificate	to	New World Title Company, LLC		\$55.00	
1113.	Prep/Proc/Track/Rec Release	to				
1114.	CPL Fee	to				
1200. Government Recording and Transfer Charges						
1201.	Recording Fees	Deed \$60.00 ; Mortgage ; Rel	to Circuit Court for Baltimore City		\$60.00	
1202.	City/county tax/stamps	Deed \$175.00 ; Mortgage	to Director of Finance, Baltimore City		\$175.00	
1203.	State tax/stamps	Deed \$125.00 ; Mortgage	to Circuit Court for Baltimore City		\$125.00	
1204.	MD CTY TRANSFER TAX	to	Director of Finance, Baltimore City		\$125.00	
1205.	Yield Tax	to				
1206.	Grantors Tax	to				
1207.	Recording Fee for TS Deed	to	Circuit Court for Baltimore City			\$60.00
1208.	State TT for TS Deed	to	Circuit Court for Baltimore City			
1209.	City TT for TS Deed	to	Director of Finance, Baltimore City			
1210.	Rec Tax for TS Deed	to	Director of Finance, Baltimore City			
1300. Additional Settlement Charges						
1301.	Buyers Premium	to	Ashland Auction Group		\$2,500.00	
1302.	Marketing Fee	to	Ashland Auction Group			\$199.00
1303.	Property Taxes	to	Director of Finance, Baltimore City			
1304.	Water Bill	to	Director of Finance, Baltimore City			
1305.	Water Escrow	to	ESCROW			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)					\$4,800.00	\$309.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

MAYOR AND CITY COUNCIL OF CUMBERLAND

REARDEN LLC, a Maryland limited liability company

By Mark Gandolfi

By Yisroel Schaffel, Authorized Person

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Settlement Agent	Date
Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.	

File Attachments for Item:

. Order 27,526 - approving the purchase of the property at 425 Central Avenue in Cumberland, MD (Tax ID 22-008277) as part of the Central Avenue City/County Initiative for the price of \$85,000

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

ORDER NO. 27,526

DATE: August 05, 2024

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

THAT, the purchase of the property at 425 Central Avenue in Cumberland, MD
(Tax ID 22-008277) as part of the Central Avenue City/County Initiative for the price of
Eighty Five Thousand Dollars and No Cents (\$85,000.00) be and is hereby approved.

Raymond M. Morriss, Mayor

Budget: 114.199AL.C_Ave 61000

Council Agenda Summary

Meeting Date: August 5, 2024

Key Staff Contact: Ken Tressler or Mark Gandolfi

Item Title:

Acquisition of 425 Central Ave Cumberland, MD 21502, tax id # 22-008277

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

An Order for the purchase of 425 Central Ave in Cumberland, MD as part of the Central Avenue City/County Initiative. The purchase price is \$85,000 based on an appraisal obtained by the City. The property owner is Stephen House.

Amount of Award: \$0.00

Budget number: 114.199AL.C_Ave 61000

Grant, bond, etc. reference: Central Avenue City/County Initiative

CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") is made by and between **Mayor and City Council of Cumberland** ("Buyer") and **Stephen E. House** ("Seller") and is effective as of the date its execution is completed as shown in the signature provisions on the last page of this Contract.

1. **Property Description.** Seller does agree to sell to Buyer, and Buyer does agree to purchase from Seller, all of the following tract or parcel of land, together with the improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto or in anywise appertaining owned by Seller and are hereinafter referred to as the "Property":

425 Central Avenue, Cumberland, MD 21502, Allegany County Land
Records Book 2256, Page 38, Tax Account No. 22-008277.

2. **Purchase Price.** The purchase price for the Property (the "Purchase Price") is Eighty-Five Thousand Dollars (\$85,000.00).

3. **Payment Terms.** The Purchase Price shall be paid at settlement.

4. **Estate.** The Property is being conveyed in fee simple.

5. **Contingencies.** This Contract and the consummation of the transaction contemplated by its terms are contingent upon the following:

- A. Seller shall deliver the Property to Buyer free of tenants or inhabitants of any kind, with all of any such individuals' personal property and belongings having been removed. Seller shall be responsible for legally evicting any tenants who may have been leasing the Property.
- B. Seller shall be responsible for the termination of all utility services to the Property.
- C. Settlement shall be contingent upon Buyer's performance of a walk-through inspection of the Property within 48 hours prior to settlement in order to confirm that the Property will be delivered to Buyer in accordance with the terms of Sections 5 and 8 of this Contract. Buyer shall have the right to waive this contingency and proceed to settlement without conducting the said inspection.

Notwithstanding the foregoing, Buyer shall have the right to insist that Seller perform as required in subparagraphs A and B above. In that regard, Buyer shall have the right to bring an action to specifically enforce those provisions in the event they are not met within the time frame set for settlement as provided for hereinafter.

6. **Representations & Warranties.** The Property is being sold in as-is condition, without any express or implied warranties or representations made as to its condition or otherwise, and subject to all defects, if any, known or unknown.

7. **Risk of Loss.** The Property is to be held at the risk of Seller until legal title has passed or possession has been given to Buyer.

8. **Possession.** Seller agrees to give Buyer possession and occupancy of the Property at the time of settlement. Seller will deliver the Property in substantially the same physical condition as of the date of his execution of this Contract but free of Seller's personal property and all junk, trash and debris. Any personal property, junk, trash or debris shall be deemed to be abandoned and Buyer may dispose of it in any manner it sees fit, including, but not limited to, selling it or disposing of it as rubbish.

9. **Adjustments.** All general or special taxes, rents, ground rents, public, private or community water and/or sewer charges, including any deferred sewer and water tap fees, homeowners association charges and all other public, private or governmental charges or assessments, excluding liens which must be paid prior to deed recordation, which may exist, whether such have been levied or not, are to be adjusted and apportioned as of the date of settlement, and will be assumed and paid thereafter by Buyer. Notwithstanding the foregoing, Buyer shall abate the taxes it is due for the 2025 fiscal year and it shall pay the taxes due to the County for that tax year.

10. **Deed and Title.** Upon payment of the Purchase Price, a deed conveying the Property from Seller to Buyer containing covenants of special warranty and further assurances shall be executed by Seller at Buyer's expense. Title to the Property shall be good and merchantable, free of liens and encumbrances, except as specified herein and except use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property.

11. **Agency/Real Estate Commission.** Seller and Buyer warrant and represent that no real estate broker participated in the procurement or negotiation of this Contract. Each party agrees to defend, indemnify, and hold the other harmless for any claim for real estate commissions arising by reason of the indemnifying party's breach of this warranty. The provisions of this paragraph shall survive settlement and the delivery, acceptance and recordation of the deed for the Property or the termination of this Contract.

12. **Settlement.** Settlement shall occur no later than forty-five (45) days after the effective date of this Contract. Buyer's City Solicitor is authorized to consent to extensions of the date for settlement on behalf of Buyer. Notwithstanding the foregoing, the parties will settle as soon as is practicable.

13. **Lead Based Paint Hazards.** Title X, Section 1018, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the "Act"), requires the disclosure of certain information

regarding lead-based paint and lead-based paint hazards in connection with the sale of residential real property. Unless otherwise exempt, the Act applies only to housing constructed prior to 1978. A seller of pre-1978 housing is required to disclose to the buyer, based upon the seller's actual knowledge, all known lead-based paint hazards in the Property and provide the buyer with any available reports in the seller's possession relating to lead-based paint or lead-based paint hazards applicable to the property. The seller, however, is not required to conduct or pay for any lead-based paint risk assessment or inspection. At the time that the offer to purchase is entered into by the buyer, the seller is required to provide the buyer with the EPA pamphlet entitled "Protect Your Family From Lead In Your Home" and a "Disclosure of Information on Lead-Based Paint and Lead Based Paint Hazards" form.

The seller is required under the Act to provide the buyer with a ten (10) day time period (or other mutually agreeable time period) for the buyer, at the buyer's expense, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards unless the buyer waives such assessment or inspection by indicating such waiver on the Lead-Based Paint Disclosure form. The seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of Settlement.

A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET MAY BE LIABLE UNDER THE ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES.

Sellers represents and warrants to Buyer intending that Buyer rely upon such warranty and representation, that the property: was constructed prior to 1978. Sellers and Buyer agree, represent and warrant, each unto the other, that no binding and enforceable contract shall be deemed to exist or to have been formed unless the requirements of the Act have been complied with prior to the execution of this Contract by Sellers and Buyer. Sellers and Buyer represent and warrant that each intended, as a material term of the offer and acceptance, that the requirements of the Act be complied with as an express condition of the formation of a binding and enforceable contract by and between the parties. Buyer and Sellers acknowledge by their respective initials below that they have read and understand the provisions of this Section 27.



Buyer's Initials



Sellers' Initials

A Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards is attached hereto and incorporated by reference herein.

14. Documentary Stamps, Recordation, Transfer Taxes. This transaction is exempt from the payment of documentary stamps and recordation and transfer taxes.

15. Assignability. This Contract may be assigned by Buyer upon the consent of Seller, said consent not to be unreasonably withheld, delayed or denied.

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

17. **Entire Agreement.** This Contract 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.

18. **Maryland Law Applies.** This Contract shall be governed and construed according to the laws of the State of Maryland without regard to principles of conflict of laws. It shall be enforceable exclusively by means of an action commenced in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and both parties waive the right to claim that such a proceeding is commenced in an inconvenient forum or one that lacks proper venue.

19. **Breach of Contract and Default.** Buyer and Seller are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. In the event of a breach, each of the parties hereto is entitled to pursue such rights and remedies as may be available, in law or in equity, including, without limitation, an action for specific performance of this Contract and/or monetary damages. If either party defaults, the party committing the default, whether Buyer or Seller, shall reimburse the non-defaulting party for the court costs, litigation expenses, and reasonable attorneys' fees that party incurred as a result of the default.

20. **Binding Effect.** This Contract shall be binding upon the parties hereto and each of their respective heirs, personal representatives, administrators, executors, successors, assigns, and guardians

21. **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.

22. **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 CONTRACT. 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 CONTRACT.**

23. **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

24. **Signing by Electronic Means.** Each of the parties hereto expressly authorizes and agrees to sign electronically transmitted copies or counterparts of this Contract; provided, however, that signing by means of faxed documents is not permissible. Once the electronically transmitted

signed copies or counterparts are executed by each of the parties hereto, they shall have the same binding effect as would a signed original Contract once delivered to the other party.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto as of the date written beneath those signatures.

WITNESS:

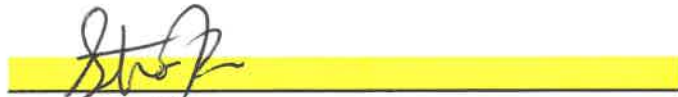
**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

By: _____

Raymond M. Morriss, Mayor

Date

_____

_____

Stephen E. House

_____

Date

**Disclosure of Information on Lead-Based Paint
and/or Lead-Based Paint Hazards**

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i)___ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii)___ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and report available to the seller (check (i) or (ii) below):

(i)___ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii)___ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment (initial)

(c)RM Buyer has received copies of all information listed above.

(d)RM Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Buyer has (check (i) or (ii) below):

(i)___ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

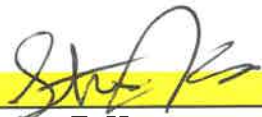
(ii)RM waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer: _____
Raymond M. Morris, Mayor, on behalf of
Mayor and City Council of Cumberland, Buyer

Date: _____

Seller:  _____
Stephen E. House

Date: 7/29/21

File Attachments for Item:

. Order 27,527 - rescinding Order No. 27,492 approved on July 2, 2024 due to a misstated purchase amount and approving the contract renewal with Link Computer Corporation for the renewal of the MuniLink Utility Billing System for a one-year term retroactive to July 1, 2024 the amount not to exceed \$47,064.60

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

ORDER NO. 27,527

DATE: August 5, 2024

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

THAT, Order No. 27,492 approved on July 2, 2024, be and is hereby rescinded due to a misstated purchase amount; and

BE IT FURTHER ORDERED THAT, the contract renewal with Link Computer Corporation, 140 Stadium Drive, PO Box 250, Bellwood, PA, 16617, for the renewal of the MuniLink Utility Billing System for a one-year term retroactive to July 1, 2024 be and is hereby accepted in the amount not-to-exceed Forty-seven Thousand Sixty Four Dollars and Sixty Cents (\$47,064.60) be and is hereby approved.

Mayor Raymond M. Morriss

Budget: 003.330.48201

Council Agenda Summary

Meeting Date:

Key Staff Contact: Johnna Byers, Director IT

Item Title:

MuniLink Utility Billing System Hosting and Support - Change order due to cost increase

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

IT requests an order for costs not to exceed \$47,064.60 for MuniLink Utility Billing System hosting and support. We have been using this system for over three years. We use it to generate utility bills for water, sewer, and trash service. We pay on a monthly basis. Unfortunately they raised our monthly rate one month after we acquired the MCC order for this fiscal year.

It is budgeted in 003.330 48201

Link Computer Corporation
140 Stadium Drive
PO Box 250
Bellwood, PA 16617
United States
(814) 742-7700



www.muni-link.com

EM-7/30/24

Date	Invoice
08/01/2024	218755
Customer ID	
C-100426	

Bill To:
CITY OF CUMBERLAND Attn: JOHNNA BYERS 57 NORTH LIBERTY STREET CUMBERLAND, MD 21501

Ship To
CITY OF CUMBERLAND 57 NORTH LIBERTY STREET CUMBERLAND, MD 21501

Terms	Due Date	PO Number	Reference
NET 30	08/31/2024		Monthly Billing for September

Muni-Link Billing Details		Price
Agreement ML Billing - Cumberland		\$3,922.05
Make checks payable to Link Computer Corporation. Please include your Customer ID or invoice number.	Invoice Subtotal:	\$3,922.05
	Sales Tax:	\$0.00
	Invoice Total:	\$3,922.05

Questions about your invoice? Contact Accounts Receivable at AR@linkcorp.com or call (814) 742-7700 x308.

Ask us about our customer referral program! Contact Chad Legros at clegros@muni-link.com.

Extended credit financing will accrue daily on past-due balances at an annual interest rate of 18%.
A service fee of \$25 will be charged for NSF checks. All returns subject to restocking charges and
must be received within twenty (20) days for credit.

File Attachments for Item:

. Order 27,528 - authorizing the execution of a grant agreement with Maryland Historical Trust for \$25,000 in grant funds to the City to be used for commissioning a study to implement connectivity between local attractions and services

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

ORDER NO. 27,528

DATE: August 5, 2024

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

THAT, the Mayor be and is hereby authorized to execute a grant agreement with the Maryland Historical Trust (MHT) regarding MHT's provision of a total amount not-to-exceed Twenty Five Thousand Dollars (\$ 25,000) in grant funds to the City to be used to commission a study to implement connectivity between local attractions and services; 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: ASAP

Key Staff Contact: Ruth Davis - Rogers

Item Title: Maryland Historical Trust Certified Local Government Grant

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

The Maryland Historical Trust (MHT) has provided the City of Cumberland a \$25,000 grant to complete the first phase to update the survey of buildings located in the Downtown National Register Historic District. The last time a survey took place was approx. 40 years ago, in the late 1970s/early 80's, with the Downtown becoming an official National Register Historic District in 1982. Due to the amount of interest and development currently happening in downtown Cumberland an updated survey is needed to administer State and Federal tax credits and grants to building owners seeking these financial incentives.

Amount of Award: \$25,000 (no matching funds are required)

Budget number:

Grant, bond, etc. reference:

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 \$25,000.00 (“**Grant**”) to assist Grantee in carrying out the following work:
 - Project will complete the first phase of an update of the Downtown Cumberland National Register Historic District (AL-IV-A-132), nominated in 1983. This phase will include an updated narrative for Sections 7 and 8, an analysis and recommendations for potential boundary expansion(s), and photographic documentation. (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, Amending the Downtown Cumberland National Register District, meets the criteria for categorical exclusion under 516 DM 6.

Applicable Categorical Exclusion A.4.a(6)

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	\$25,000.00
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:

5/7/2024	“ PROJECT START DATE ”: Grantee may incur Project costs on or after this date.
12/31/2024	“ PROGRESS REPORT DUE DATE ”
5/1/2025	“ DRAFT PROJECT DELIVERABLES DUE DATE ”: Draft Project Deliverables must be submitted to Project Monitor for review no later than this date.
6/30/2025	“ PROJECT END DATE ”: Grantee must complete Project Scope of Work and incur all expenses for reimbursement by this date.

7/31/2025	“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. Digital copies of one (1) draft Amendment to Existing National Register documentation, submitted electronically through the MHT grants portal as part of the final report.
- b. Printed photographs, digital photographs as TIFF files, and a photograph log that follows the National Park Service’s 2024 Consolidated and Updated Photographic Policy (<https://www.nps.gov/subjects/nationalregister/upload/NR-NHL-photo-policy-2024-01-02.pdf>), submitted to MHT’s National Register Administrator.

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>), Best Practices Review: Amending National Register Documentation (https://www.nps.gov/subjects/nationalregister/upload/BPR_additional-documentation-2023-04-12-FINAL.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. Grantee shall coordinate procurement of the consultant 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.
- c. Consultant shall develop, in consultation with MHT’s National Register Administrator, a Research Design for the project, as described in Chapter III of the Standards and Guidelines.
- d. Sites for documentation and inclusion in the project will be selected in consultation with MHT’s National Register Administrator, based on archival research and architectural survey by the consultant.
- e. The consultant’s draft Amendment to Existing National Register documentation, submitted as the deliverable for this project, shall include:
 - (i) Revised narrative for Sections 7 and 8, with:

1. A justification for an expansion of the period of significance with beginning and end dates (based on i.2 and i.3)
2. Description of buildings/blocks that would contribute to the district if the period of significance were to be expanded
3. Description of why the buildings to be included in an expanded period of significance hold historical and/or architectural value that are significant to the district
4. An analysis of changes to the district since the last National Register documentation and whether or not these changes have affected the integrity of the district

(ii) A cursory analysis on whether a boundary expansion should be considered for Phase II, to include:

1. Description of the survey of the adjacent blocks/buildings
2. Narrative history, based on documentary research and field investigation, on the development of these adjacent blocks and analysis on whether they align with the trends and themes of the district as nominated. This may include previously surveyed districts, including Downtown/Baltimore Street Survey District (AL-IV-A-144).
3. A brief architectural description of potential properties/blocks to be included in a boundary expansion
4. Justification for a boundary expansion, including a description of the recommended boundaries

(iii) Photographs of new buildings and new blocks to be considered for an amended National Register historic district, including those within the current boundaries and potential expanded boundaries.

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.

- e. If the Project is completed for an amount less than that reflected in the Project Budget, the amount of the Grant may be reduced.
- f. 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 5. 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, MD 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/subjects/historicpreservationfund/upload/HPF_Manual.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 27,529 - authorizing execution of a grant agreement with MD Department of Housing and Community Development regarding DHCD's provision of \$25,000 in grant funds to the City to support marketing and advertising efforts in conjunction with the Cumberland Main Street Revitalization Project, and further authorizing the City's acceptance of the funds

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

ORDER NO. 27,529

DATE: August 5, 2024

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

THAT, the Mayor be and is hereby authorized to execute a grant agreement with the MD Department of Housing and Community Development (DHCD) regarding DHCD's provision of a total amount not-to-exceed Twenty Five Thousand Dollars (\$25,000) in grant funds to the City to be used to support marketing and advertising efforts in conjunction with the Cumberland Main Street Revitalization Project; and

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

Raymond M. Morriss, Mayor

CITY OF CUMBERLAND



GRANT INFORMATION SUMMARY

Submit this form to the Finance Department upon receiving a grant award.

FUNDING SOURCE:

(Please Circle One)

Federal

Federal
Passthrough

State

Local

NAME OF GRANTOR:

(Funding Origin)

MD Dept. of Housing & Community Dev.

GRANT/AWARD NUMBER:

OAG-MIP-2024-00269

CFDA# :

(If Federal or Federal Passthrough Funding Source)

DESCRIPTION/PURPOSE FOR AWARD:

PT Mktg Coord, Print/Radio ads
Website design, event signage

Grant AWARD AMOUNT:

\$ 25,000

CITY MATCH REQUIREMENT:

\$ N/A

AWARD DATE:

12/6/23

GRANT PERIOD (START AND END DATES):

12/6/23 - 12/6/24

M&CC ORDER OR RESOLUTION NUMBER:

TBD

GRANTOR CONTACT INFORMATION:

Name:

Christine McPherson

Address:

2 N. Charles St
Baltimore MD 21201

Telephone:

410-209-5802

Fax:

Email Address:

christine.mcpherson@maryland.gov

CITY GRANT ADMINISTRATOR CONTACT INFORMATION:

Name:

Melinda Kelleher

Dept:

DDC

Telephone:

301-759-6443

Address:

57 N Liberty St
Cumb MD 21502

Note: Submit a copy of the grant award, M&CC Order/Resolution and necessary related documents.

OPERATING ASSISTANCE GRANT PROGRAM GRANT AGREEMENT

This Grant Agreement (this "Agreement"), by and between the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, a principal department of the State of Maryland ("DHCD"), and MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND (the "Grantee"), is entered into as of the date it is executed by DHCD (the "Effective Date").

RECITALS

WHEREAS, Grantee has applied to DHCD for a grant under the Operating Assistance Grant Program (the "Program"). The Program includes (i) Operating and Technical Assistance Grants ("TAG Grants"), pursuant to §4-211 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended and the Code of Maryland Regulations ("COMAR") 05.11.01; and (ii) Main Street Improvement Program Grants ("MIP Grants"), pursuant to §6-102 of the Housing and Community Development Article of the Annotated Code of Maryland, COMAR 5.13.02, and DHCD's general authority to administer and implement programs; pursuant to §2-102 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended. The provisions of the Annotated Code of Maryland and the related regulations are referred to herein collectively as the "Act."

WHEREAS, the purpose of the TAG Grants is to enable eligible nonprofit organizations, local governments, local development corporations and local development agencies to obtain or provide advisory, consultative, training and educational services to initiate or enhance community development and commercial revitalization activities to bring reinvestment and economic revitalization to their communities.

WHEREAS, the purpose of the MIP Grants is to promote the development and revitalization of business districts in local jurisdictions through a grant to a local government designated as a Main Street Maryland community, a Baltimore Main Street, or a nonprofit Main Street organization, with the support of the local government.

WHEREAS, in reliance upon the representations and certifications contained in the Grantee's application for grant assistance dated May 10, 2023 (the "Application"), DHCD has approved an award of TAG Grant funds to the Grantee, to be expended by the Grantee in accordance with the requirements and provisions of this Agreement, the Program, DHCD's Program Policy Guide, as amended from time to time (the "Guide"), and the Act.

IN CONSIDERATION of the mutual promises and covenants contained in this Agreement, DHCD and Grantee agree as follows:

1. Specific Purpose.

The purpose of this Agreement is to provide the Grantee with financial assistance to pay for the activities (the "Project Activities") set forth in Exhibit A attached hereto (the "Project"). Upon request by the Grantee, the Department, in its sole discretion, may modify the Project Activities and/or the Project by providing prior written notice to Grantee of such modification.

2. Grant Amount.

(a) DHCD agrees to provide Grantee with a grant from the Program in a total amount not to exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000) (the "Grant").

(b) The Grant shall be disbursed in accordance with Section 6 of this Agreement and as set forth in the budget (the "Budget") set forth and attached as Exhibit B of this Agreement.

3. Grantee Contribution.

The Secretary of DHCD has made a determination to waive the Grantee contribution pursuant to COMAR 5.11.01.11(D) and COMAR 5.13.02.12.

4. Grant Period.

The Grant shall be disbursed over a one year term (the "Grant Period"). The Grant Period is deemed to commence on the Effective Date. The Department, in its sole discretion, may extend the Grant Period by providing prior written notice to the Grantee of such extension.

5. Expenditure of the Grant.

Grantee agrees to use the Grant funds only for the approved Project and in accordance with the Budget. All expenses to be paid with the Grant shall be paid in a manner satisfactory to DHCD, prior to the expiration of the Grant Period. The Grantee shall expend the Grant only for the categories of activities set forth in the Budget. Grantee shall use the Grant in accordance with the provisions of the Act, the Guide, and this Agreement.

6. Disbursement of the Grant.

(a) Requests for disbursement of the Grant shall be in writing upon forms provided by DHCD. During the term of this Agreement, each request for disbursement from the Grantee shall contain the information required by DHCD, including but not limited to the status of the Project, goals achieved, expenditures made against the Budget and expected Project activity to be completed prior to submitting the next disbursement request.

(b) Requests for disbursement of Grant funds must be accompanied by a statement that the representations, certifications, and other matters contained in the Application and this Agreement are, and remain, true and complete in all material respects. Disbursement requests may seek funds to pay for certain projected costs anticipated to be incurred as well as reimbursement for costs incurred on or after the date of the Application. DHCD shall have the right at any time to request that the Grantee provide additional supporting documentation with any request for disbursement.

(c) All disbursements of the Grant are subject to the availability of funds from the Program during the Grant Period.

(d) Disbursements of the Grant may be made at any time after the Effective Date, subject however, to the satisfaction of any special conditions set forth in Exhibit C.

(e) DHCD reserves the right to make disbursements contingent upon completion by Grantee of the Project Activities, in a manner acceptable to DHCD. Grantee shall indicate on each disbursement request all costs for which payment is requested.

(f) DHCD reserves the right not to disburse all or any portion of the Grant if, in the sole determination of DHCD: (i) Grantee has failed to supply any material fact in a disbursement request; (ii) Grantee's disbursement request, when combined with all prior disbursement requests, exceeds the total

amount of the Grant; (iii) Grantee is in default of the terms of this Agreement; or (iv) the Project is not proceeding to the satisfaction of DHCD.

(g) If Grantee is not a local government or jurisdiction, Grantee may use a portion of the Grant funds for reimbursement of indirect costs. The indirect cost reimbursement rate is: (i) equal to the indirect cost reimbursement rate Grantee receives from a federal agency or another State of Maryland ("State") agency, if applicable; or (ii) up to 10% of the costs that would be considered modified total direct costs under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards adopted by the Office of Management and Budget in 2 C.F.R. 200 and any related guidance published by the Office of Management and Budget. The indirect cost reimbursement rate applies to the portion of the Grant, if any, that is for the provision of services.

7. Default and Remedies.

(a) A default shall consist of a breach of any covenant, agreement, term or certification in this Agreement, including a determination by DHCD that (i) the Grantee has expended all or any portion of the Grant for purposes other than as set forth herein; (ii) the Grantee has expended all or any portion of the Grant other than in accordance with the permitted categories of activities set forth in the Budget or as otherwise authorized by this Agreement; or (iii) the Grantee is not completing the Project Activities to the satisfaction of DHCD.

(b) Upon the occurrence of default, DHCD, in its sole discretion may:

- (i) Reduce or withhold subsequent disbursements of the Grant;
- (ii) Demand repayment from Grantee of the portion of the Grant previously disbursed to Grantee; and
- (iii) Terminate this Agreement.

(c) In addition to the rights and remedies contained in this Agreement, DHCD may at any time proceed to protect and enforce all rights available to DHCD by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive termination of this Agreement. Furthermore, no failure or delay of DHCD to exercise any right, power, or remedy consequent upon a default shall constitute a waiver of any such term, condition, covenant, certification, or agreement, or preclude DHCD from exercising any such right, power, or remedy at any later time or times.

8. General Requirements of Records and Reports: Inspection.

(a) Records and Inspection. Grantee shall maintain accurate financial records in a form acceptable to DHCD of all transactions relating to the receipt and expenditure of the Grant. Grantee shall maintain and shall make the financial records, books, accounts, other relevant records, administrative offices and personnel, whether full-time, part-time, consultants or volunteers, available to DHCD during reasonable work hours upon request during the term of this Agreement and for a period of not less than 3 years following termination of this Agreement.

(b) Progress Report. Grantee shall submit a written progress report within six months of the Effective Date, containing the information required by DHCD, including but not limited to the current status of the Project, problems encountered or barriers to implementing Project activities as identified in the Budget, and plans for moving Project activity forward.

(c) Final Report. Grantee shall submit to DHCD a final report (the "Final Report") which describes the progress made in fulfilling the purposes of the Grant, any problems encountered in fulfilling these purposes, as well as any other relevant factors related to the Grant as determined by DHCD. The Final Report shall also list all expenditures relating to the Grant. In addition, any completed studies, surveys, reports or other work products, if applicable, shall be attached to the Final Report. The Final Report shall be submitted to DHCD within 30 days of the expiration of the Grant Period; provided, however, that in the event Grantee submits its final request for disbursement for all remaining undisbursed Grant funds prior to the expiration of the Grant Period, the Final Report shall be submitted with such final request for disbursement.

9. Modifications.

(a) DHCD will consider reasonable modifications to the Project. Prior to a request being made to DHCD, the board of directors or other governing body of the Grantee must first approve the modification.

(b) Upon approval of the modification by the board of directors or other governing body of the Grantee, Grantee shall submit a written request for modification of the Project to DHCD. DHCD shall determine, in its sole discretion, whether to allow the requested modification.

10. Assistance from DHCD. In carrying out the Project Activities, Grantee agrees to accept assistance from DHCD, or DHCD's designee, if DHCD determines such assistance is necessary.

11. Grantee's Certifications. Grantee certifies to DHCD that:

(a) Grantee is a local jurisdiction or local government, a local development agency, a local development corporation or a nonprofit organization duly organized and validly existing under the laws of the State, is qualified to do business in the State, and has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement;

(b) This Agreement has been duly authorized, executed and delivered by the 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;

(c) (i) A conflict of interest occurs when an employee, director, officer, board member, volunteer, or elected official (each, an "Interested Person"), who has a direct or indirect interest in the Grant or receives any benefit from the Grant, is involved in the selection, award or administration of the Grant;

(ii) If the use of any of the Grant funds could lead to a conflict of interest, any Interested Person must disclose his or her interest to the Grantee and, in connection with the proposed use giving rise to the conflict of interest, not participate in any aspect of the decision-making process regarding how the Grant funds will be allocated or expended, including discussion and debate as well as actual voting;

(iii) Grantee shall establish and follow a written conflict of interest policy (the "Conflict of Interest Policy") that, at a minimum, must include the requirement set forth in Section 11(c)(ii). Grantee shall obtain signatures from each Interested Person on an annual basis that confirms that such Interested Person has read, understands, and will follow Grantee's Conflict of Interest Policy;

(d) The representations, statements and other matters contained in the Application are and remain true and complete in all material respects;

(e) If applicable, Grantee has obtained, or has reasonable assurances, that it will obtain, all federal, State and local government approvals, permits and reviews which may be required to accomplish the Project Activities and its goals under the Project;

(f) Grantee is not affiliated with or controlled by a for-profit organization;

(g) Grantee will comply with all applicable federal, State, and local laws, and all regulations, ordinances, and all terms and conditions established by DHCD or the State with respect to the operation of the Project;

(h) Grantee shall not use, and shall not permit others to use, the Grant funds to engage in political or legislative activities in violation of I.R.C. §501(c)(3);

(i) Grantee has complied or shall comply with all special conditions which may be imposed by DHCD; and

(j) Grantee is not subject to any current or pending bankruptcy proceeding, criminal investigation, or civil investigation by any federal, State, or local government agency for alleged violation of laws or regulations enforced by such agencies.

12. Nondiscrimination and Drug and Alcohol Free Workplace.

(a) Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical or mental disability, or age in any aspect of its projects, programs or activities.

(b) Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:

(i) Titles VI and VII of the Civil Rights Act of 1964, as amended, to the end that no person shall experience employment discrimination or be excluded from participation in, or be denied the benefits of, any program or activity for which Grantee receives financial or technical assistance from DHCD, on the grounds of race, color, or national origin;

(ii) Title VIII of the Civil Rights Act of 1968, as amended, to the end that no person shall be denied fair housing;

(iii) Title 20 of the State Government Article, Annotated Code of Maryland, as amended, which establishes the Maryland Commission on Civil Rights and prohibits discrimination in employment and residential housing practices;

(iv) DHCD's Minority Business Enterprise Program, as amended;

(v) The Governor's Executive Order 01.01.1989.18 relating to Drug and Alcohol Free Workplaces, and any DHCD or State regulations adopted or to be adopted to carry out the requirements of that Order;

(vi) The Fair Housing Amendments Act of 1988, as amended to the end that it shall be unlawful to discriminate based on race, color, religion, sex, handicap, familial status, or national origin in

connection with rental, sales or financing of residential real property (as those terms are defined in the Fair Housing Amendments Act);

(vii) The Americans with Disabilities Act of 1990, as amended;

(viii) State of Maryland Governor's Code of Fair Employment Practices (as set forth in Executive Order 01.01.2007.16);

(ix) The Secretary's Policy Statement on Equal Opportunity, to the end that DHCD shall not knowingly approve grants of financial or technical assistance to recipients who are engaged in discriminatory employment practices; and

(x) All other related applicable federal and State laws, regulations, and rules.

13. Fair Practices Certification.

(a) The Grantee certifies that it prohibits discrimination on the basis of:

(i) Political or religious opinion or affiliation, marital status, color, race, sex, age, creed or national origin; or

(ii) The physical or mental disability of a qualified individual with a disability.

(b) Grantee agrees that it will not engage in the forms of discrimination set forth in this Agreement or prohibited by law.

(c) Upon the request of DHCD, Grantee shall submit to DHCD information relating to its operations, with regard to political or religious opinion or affiliation, marital status, physical or mental disability, race, color, creed, sex, age, or national origin on a form to be prescribed by DHCD.

14. Indemnification.

(a) Except in the event of DHCD's negligence or willful misconduct or the negligence or willful misconduct of DHCD's officers, agents, employees, successors and assigns, Grantee (i) releases DHCD, its agents, employees, and the Program from, (ii) agrees that DHCD, its agents, employees and the Program shall not have any liability for, and (iii) agrees to protect, indemnify and save harmless DHCD, its agents, employees and the Program from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature, including reasonable attorneys' fees, incurred by, or asserted or imposed against, DHCD, its agents, employees, or the Program, as a result of or in connection with the Project. All money expended by DHCD, its agents, employees, or the Program as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest 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 DHCD.

(b) If Grantee is a local government or jurisdiction, the indemnification and release set forth herein applies only to the extent permitted by the laws of the State and is subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (2013 Repl. Vol.) and Md. Code Ann., Cts. & Jud. Proc. §§5-509 and 5-5A-02 (2013 Repl. Vol.), all as amended from time to time.

15. Notice Regarding Disclosure of Information Relating to the Project. DHCD intends to make available to the public certain information regarding the Project and the Grantee. In addition, DHCD may be required to disclose information about the Project to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. DHCD is also required to disclose information in response to a request for information made pursuant to §4-101 *et seq.* of the Public Information Act of the General Provisions Article, Annotated Code of Maryland (the "PIA"). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by DHCD; the terms of the financial assistance; use of funds; information contained in the Application; a copy of the Application; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee. Certain information may be exempt from disclosure under the PIA. Requests for disclosure of information made pursuant to the PIA are evaluated on an individual basis by DHCD. If Grantee believes that any of the information it has provided to DHCD is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure, the location of such information (for example, document name) and provide an explanation therefor. DHCD cannot guarantee non-disclosure of such information but may consider Grantee's statement when responding to a request made pursuant to the PIA.

16. Notices. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

(a) Communications to DHCD shall be mailed to:

Department of Housing and Community Development
2 North Charles Street, Suite 450
Baltimore, Maryland 21201
Attn: Christine McPherson, Program Officer

(b) Communication to Grantee shall be mailed to:
Mayor & City Council of Cumberland, Maryland
57 N. Liberty Street
Cumberland, MD 21502
Attn: Melinda Kelleher, Executive Director

17. Amendment. Other than modifications that are explicitly identified in this Agreement as modifications the Department may make unilaterally by providing written notice to the Grantee, this Agreement, or any part hereof, may be amended from time to time only by a written instrument executed by both of the parties.

18. Assignment. No right, benefit or advantage inuring to the Grantee and no burden imposed on Grantee under this Agreement may be assigned without the prior written approval of DHCD.

19. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State without regard to its conflict of laws provisions.

20. Effective Date. This Agreement is effective as of the Effective Date.

21. **Execution.** The parties agree that this Agreement may be executed by electronic signature, which shall be considered an original signature for all purposes, and shall have the same force and effect as an original handwritten signature. Without limitation, "electronic signature" shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement. This Agreement and any amendments thereto may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement or amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement or amendment and of signature pages by facsimile or by electronic transmission shall constitute effective delivery of this Agreement or amendment as to the parties and may be used in lieu of the original Agreement or amendment for all purposes.

22. **CONFESSION OF JUDGMENT.** IF THE PRINCIPAL AMOUNT OF THIS AGREEMENT, ANY INSTALLMENT OF INTEREST OR PRINCIPAL, OR ANY OTHER PAYMENT DUE UNDER THIS AGREEMENT IS NOT PAID WHEN DUE, WHETHER BY MATURITY, ACCELERATION OR OTHERWISE, EACH OBLIGOR WHO SIGNS THIS INSTRUMENT HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST IT AND IN FAVOR OF THE HOLDER OF THIS AGREEMENT, AT ANY TIME, WITHOUT A PRIOR HEARING, AND IN THE AMOUNT OF THE OUTSTANDING PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED AND UNPAID INTEREST, OUTSTANDING FEES AND LATE CHARGES, AND ALL OTHER AMOUNTS PAYABLE TO THE HOLDER UNDER THE TERMS OF THIS AGREEMENT, INCLUDING COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES INCURRED AS A RESULT OF, RELATED TO, OR IN CONNECTION WITH ANY DEFAULT UNDER THE AGREEMENT AND ANY EFFORTS TO COLLECT ANY AMOUNT DUE UNDER THE AGREEMENT OR ANY JUDGMENTS ENTERED THEREON. THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF OR BY ANY IMPERFECT EXERCISE THEREOF; SUCH AUTHORITY MAY BE EXERCISED ON ONE OR MORE OCCASIONS OR FROM TIME TO TIME IN THE SAME OR DIFFERENT JURISDICTION AS OFTEN AS HOLDER SHALL DEEM NECESSARY AND DESIRABLE, FOR ALL OF WHICH THIS AGREEMENT SHALL BE SUFFICIENT WARRANT; IF ENFORCEMENT OF THIS AGREEMENT RESULTS IN HOLDER OBTAINING A MONEY JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT, HOLDER'S RIGHT TO APPEAR AND CONFESS JUDGMENT FOR AMOUNTS DUE, INCLUDING THE PAYMENT AND REIMBURSEMENT OF REASONABLE ATTORNEYS' FEES AND COSTS ARISING AFTER THE ENTRY OF JUDGMENT (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS INCURRED TO COLLECT THE JUDGMENT OR LIQUIDATE AND COLLECT ANY COLLATERAL PLEDGED IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER GRANT DOCUMENTS) SHALL NOT BE EXTINGUISHED BY OR MERGED INTO ANY SUCH JUDGMENT BUT SHALL SURVIVE THE JUDGMENT AS A CLAIM AGAINST ANY SUCH OBLIGOR AND ANY SUCH COLLATERAL.

EACH OBLIGOR ON THIS AGREEMENT HEREBY WAIVES AND RELEASES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL PROCEDURAL ERRORS AND ALL RIGHTS OF EXEMPTION, APPEAL, STAY OF EXECUTION, INQUISITION, AND EXTENSION UPON ANY LEVY ON REAL ESTATE OR PERSONAL PROPERTY TO WHICH SUCH OBLIGOR MAY OTHERWISE BE ENTITLED UNDER THE LAWS OF THE UNITED

STATES OF AMERICA OR OF ANY STATE OR POSSESSION OF THE UNITED STATES OF AMERICA NOW IN FORCE AND WHICH MAY HEREINAFTER BE ENACTED.

THIS SECTION 22 SHALL NOT APPLY TO LOCAL GOVERNMENTS OR JURISDICTIONS.

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IN WITNESS WHEREOF, the parties hereto have executed this document with the specific intention of creating a document under seal.

WITNESS/ATTEST:

MAYOR & CITY COUNCIL OF CUMBERLAND,
MARYLAND

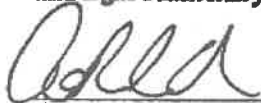

Allison K. Layton
City Clerk

By:  (SEAL)
Name: Raymond Morris
Title: Mayor

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By:  (SEAL)
Name: Carol Gilbert
Title: Assistant Secretary, Division of Neighborhood Revitalization

Approved for form
and legal sufficiency


Assistant Attorney General

12/6/23
Effective Date

Exhibit A - Description of the Project Activities
Exhibit B - Project Budget
Exhibit C - Special Conditions

EXHIBIT A

OPERATING ASSISTANCE GRANT PROGRAM

PROJECT ACTIVITIES

**As more fully described in Grantee's application for funds
dated May 10, 2023**

GRANTEE: Mayor & City Council of Cumberland, Maryland

PROJECT ADDRESS: 57 North Liberty Street, Cumberland, MD 21502

GRANT AMOUNT: \$25,000

USE OF FUNDS: Funds will be used to support the Marketing and Events Coordinator position as well as marketing efforts, website design, and event signage.

OTHER CONTRIBUTION(S)

Source of Funds

**Amount
\$**

Value Derivation

EXHIBIT B
OPERATING ASSISTANCE GRANT PROGRAM
PROJECT BUDGET

USES OF FUNDS	DECD	TOTALS
Salary: Marketing & Events Coordinator	\$12,000	\$12,000
Print & Radio Marketing	\$5,000	\$5,000
Marketing & Website Design	\$4,000	\$4,000
Event Signage	\$4,000	\$4,000
TOTALS	\$25,000	\$25,000

File Attachments for Item:

. Order 27,530 - authorizing the execution of an Outdoor Dining Lease Agreement with Culinary Innovation Associates, LLC (DBA Mise En Place), Queen City Creamery & Deli, LLC, MIXX 112 Boutique, L.L.C (DBS Myla and Maple) and The New Creamery LLC (DBA Queen City Cravings) 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 August 1, 2024 through October 31, 2025

OUTDOOR DINING LEASE AGREEMENT

THIS OUTDOOR DINING LEASE AGREEMENT ("Lease") is made and executed this ____ day of _____, 2024, by and between the **Mayor and City Council of Cumberland**, a Maryland municipal corporation (the "City") and **CULINARY INNOVATION ASSOCIATES, LLC (DBA Mise En Place)** ("Lessee").

WHEREAS, Lessee operates a restaurant at 30 N. Centre Street, Cumberland, MD 21502;

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

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

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

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

1. **Demise**. The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee's restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of 13 feet and length of 22 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 ~~June 1~~ ^{August 1,}, 2024, and shall terminate on October 31, 2025, 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:

John W. McConnell, Jr.
Heather L. McConnell
30 N. Centre Street
Cumberland, MD 21502

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

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

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

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

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

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

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

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

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

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

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

By: _____
Raymond M. Morriss, Mayor

**CULINARY INNOVATION ASSOCIATES, LLC
(DBA Mise En Place)**

By: _____ (Seal)
Signature

Heather Lin McConnell
Printed name

Debra Meadows
Witness

Position
Printed name

1st floor

2ft x 2ft
Table

2 FT
4 ft

10 FT 7 inches



2nd floor

2ft x 2ft
Table

2 FT
4 ft

2 FT 8 inches
5 1/2 FT

Walk Way

22 FT

OUTDOOR DINING LEASE AGREEMENT

25 THIS OUTDOOR DINING LEASE AGREEMENT ("Lease") is made and executed this day of June, 2024, by and between the Mayor and City Council of Cumberland, a Maryland municipal corporation (the "City") and QUEEN CITY CREAMERY & DELI, LLC ("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 4 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 August 1, 2024, and shall terminate on October 31, 2025, 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.

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

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

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

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

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

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

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

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

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

MAYOR AND CITY COUNCIL
OF CUMBERLAND

By: _____
Raymond M. Morris, Mayor

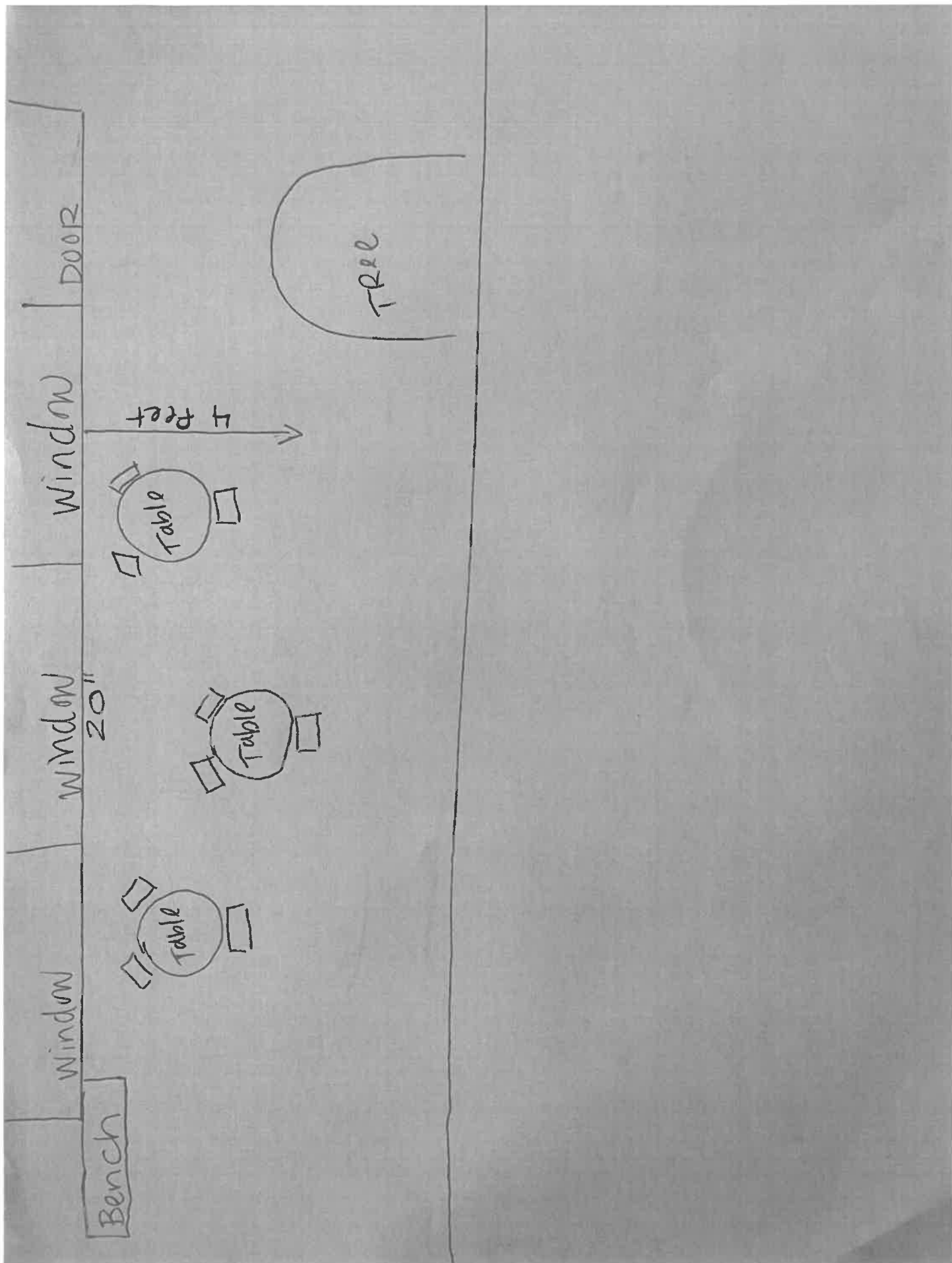
QUEEN CITY CREAMERY & DELI, LLC

By: _____ (Seal)
Signature

Witness

Rhiannon Brown
Printed name

OWNER
Position



OUTDOOR DINING LEASE AGREEMENT

THIS OUTDOOR DINING LEASE AGREEMENT ("Lease") is made and executed this 11 day of June, 2024, by and between the Mayor and City Council of Cumberland, a Maryland municipal corporation (the "City") and THE NEW CREAMERY LLC DBA Queen City Cravings ("Lessee").

WHEREAS, Lessee operates a restaurant at 108 West Harrison 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 9 feet and length of 45 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 ^{August} ~~June~~ 1, 2024, and shall terminate on October 31, 2025, 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:

Chelsea Boyle
Queen City Cravings
108 W. Harrison Street
Cumberland MD 21502

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

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

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

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

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

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

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

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

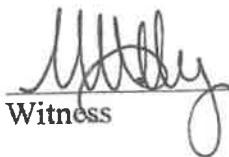
30. **Baltimore Street Redevelopment Project.** The terms and conditions of this Lease are subject to modification and/or suspension if and when such action is deemed necessary to accommodate construction during the planned Baltimore Street Redevelopment Project.

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

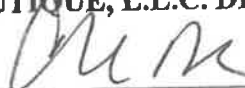
**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

By: _____
Raymond M. Morriss, Mayor

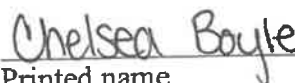
MIXX 112 BOUTIQUE, L.L.C. DBA Myla and Maple



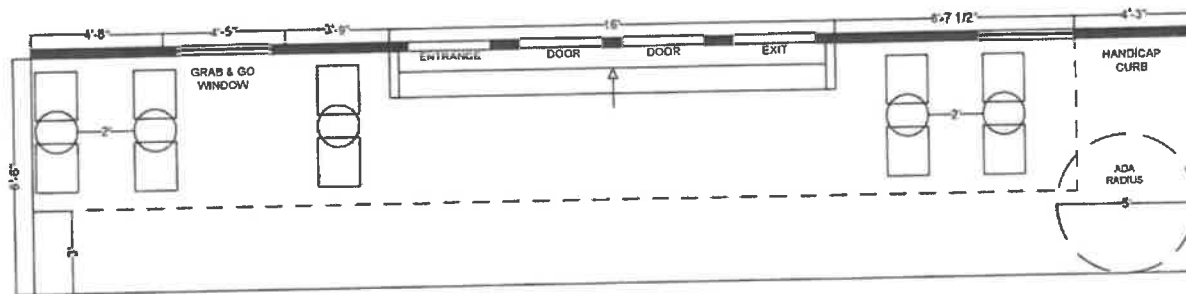
Witness

By:  (Seal)

Signature



Printed name



QUEEN CITY CRAVINGS: OUTDOOR SEATING AREA
 SCALE: 3/16" = 1'-0"

- NOTES**
1. FURNITURE DIMENSIONS:
 TABLES-18" ROUND
 CHAIRS-16"x18"
 2. FURNITURE WILL NOT BE PLACED IN FRONT OF
 ENTRANCE, GRAB & GO WINDOW OR HANDICAP CURB
 3. HANDICAP CURB WILL NOT BE OBSTRUCTED
 4. 36" WIDE ACCESSIBLE AREA FOR PEDESTRIANS

OUTDOOR DINING LEASE AGREEMENT

THIS OUTDOOR DINING LEASE AGREEMENT ("Lease") is made and executed this 11 day of June, 2024, by and between the Mayor and City Council of Cumberland, a Maryland municipal corporation (the "City") and MIXX 112 BOUTIQUE, L.L.C. DBA Myla and Maple ("Lessee").

WHEREAS, Lessee operates an establishment at 50 North Centre Street, Cumberland, MD 21502;

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

WHEREAS, Lessee wishes to expand its operation to include outside café dining on a portion of the public right-of-way adjacent to its establishment; 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 establishment, the area of which encompasses that portion of the right-of-way directly to a depth of 2 feet and length of 16 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 ~~June~~ ^{August} 1, 2024, and shall terminate on October 31, 2025, 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 establishment 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 furnishings 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 establishment 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:

Chelsea Boyle
Myla and Maple
50 North Centre Street
Cumberland MD 21502

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

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

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

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

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

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

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

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

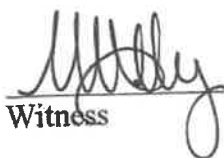
30. **Baltimore Street Redevelopment Project.** The terms and conditions of this Lease are subject to modification and/or suspension if and when such action is deemed necessary to accommodate construction during the planned Baltimore Street Redevelopment Project.

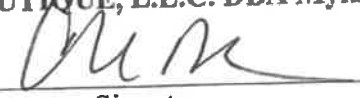
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first above written.

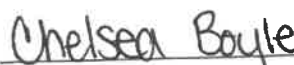
MAYOR AND CITY COUNCIL
OF CUMBERLAND

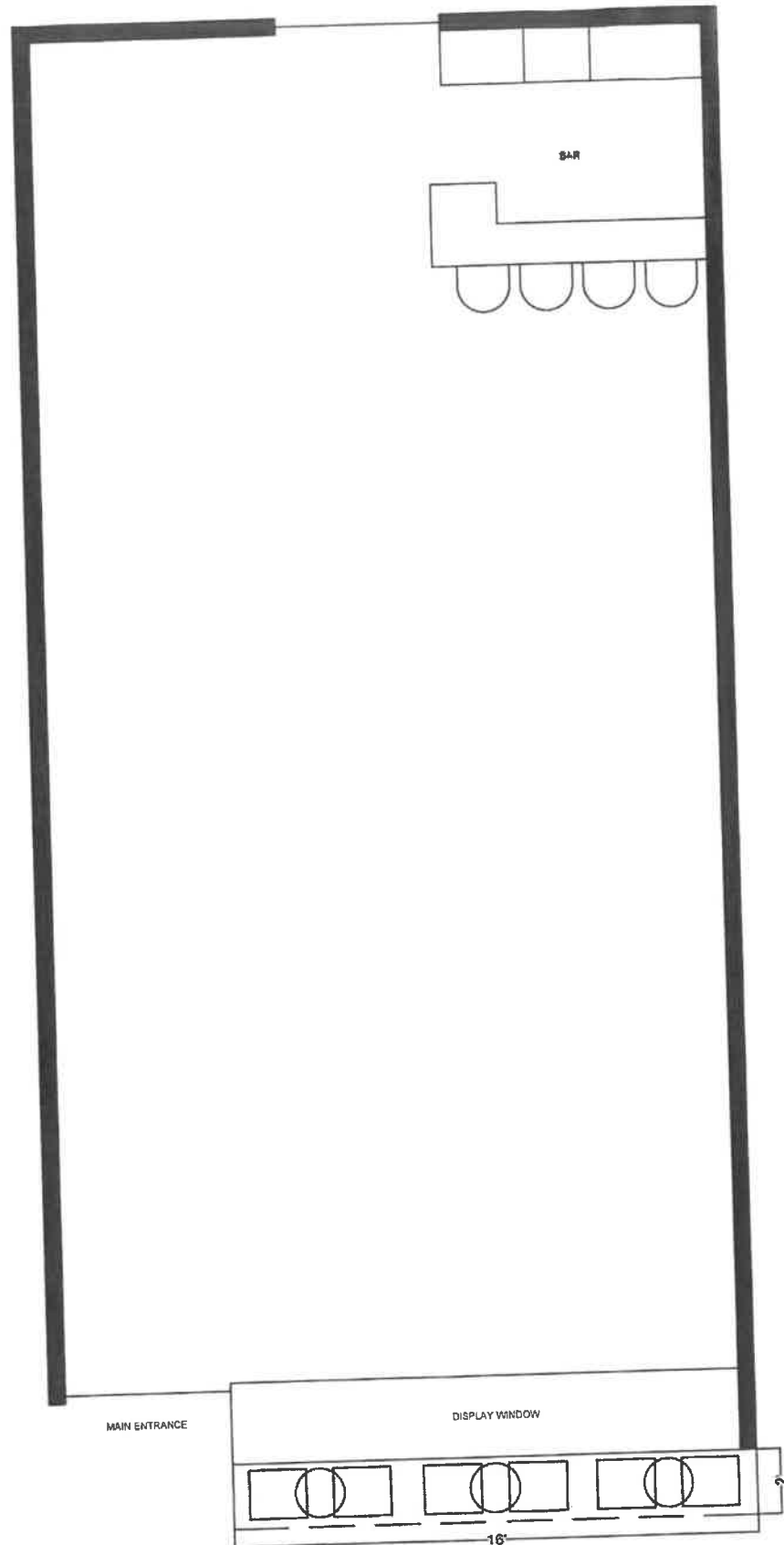
By: _____
Raymond M. Morriss, Mayor

MIXX 112 BOUTIQUE, L.L.C. DBA Myla and Maple


Witness

By:  (Seal)
Signature


Printed name



MYLA & MAPLE: OUTDOOR SEATING AREA
SCALE 3/16" = 1'-0"

File Attachments for Item:

. Order 27,531 - approving the emergency repairs to the Koon Dam Bridge by Carl Belt, Inc. for Koon Dam Emergency Bridge Repairs (City Project 2024-15-WFP) in the not to exceed amount of \$63,760

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

ORDER NO. 27,531

DATE: August 5, 2024

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

THAT, the emergency repairs to the Koon Dam Bridge completed by Carl Belt, Inc., 11521 Milnor Avenue/PO BOX 1210, Cumberland MD 21502, for Koon Dam Emergency Bridge Repairs (City Project 2024-15-WFP) in the not to exceed amount of Sixty Three Thousand Seven Hundred Sixty Dollars and No Cents (\$63,760), be and is hereby approved.

Raymond M. Morriss, Mayor

Budget: 002.230.20100

Council Agenda Summary

Meeting Date: 8/6/2024

Key Staff Contact: Robert Smith, PE

Item Title:

Koon Dam Emergency Bridge Repairs, City Project 2024-15-WFP

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

Koon Dam Emergency Bridge Repairs, performed by Carl Belt, Inc., in the lump sum cost of \$63,760.00. This was an unexpected emergency project that was necessary due to deterioration of the Koon Dam Bridge. The scope of work includes the following:

- Traffic controls and detour signage
- Sawcut and remove (2) bridge deck sections and form replacement sections
- Shore and form replacement sections in the deck
- Drill and install epoxy rebar dowels on all four sides of openings
- Furnish and set (2) new manhole frames and covers
- Pour 4,500 PSI concrete for deck patches
- Strip shoring and forms after concrete has reached design strength
- Remove and replace (20) total access steps
- Chip spalled concrete and patch with repair mortar

The project is an emergency project that wasn't budgeted for this fiscal year. It'll utilize City Funds.

Amount of Award: \$63,760.00

Budget number: 002.230.20100

Grant, bond, etc. reference: City Funds

CARL BELT

INCORPORATED

C O N T R A C T I N G - - E N G I N E E R I N G

Telephone: 301-729-8900
FAX Number: 301-729-0163

11521 MILNOR AVENUE
UPPER POTOMAC INDUSTRIAL PARK

POST OFFICE BOX 1210
CUMBERLAND, MD 21501-1210

May 2, 2024

City of Cumberland
57 North Liberty Street
Cumberland, MD 21502

RE: KOON DAM BRIDGE REPAIRS

Dear Mr. Robert Smith, P.E.,

Carl Belt, Incorporated is pleased to present our proposal for the above referenced project. Our scope of work is as follows:

SCOPE OF WORK

- Traffic controls and detour signage for bridge closure
- Sawcut and remove (2) bridge deck sections approximately 8'-4" x 8'-4" surrounding existing access covers
- Shore and form replacement sections in deck
- Drill and install epoxy rebar dowels (6" embedment with 32" splice tail) on all four sides of openings (#6's at 5" OC on bottom and at 10" OC on top)
- Install #6 epoxy rebar both ways, top and bottom to connect dowels in openings
- Furnish and set (2) new manhole frames and covers
- Pour 4,500 PSI concrete for deck patches
- Strip shoring and forms after concrete has reached design strength
- Remove and replace (20) total access steps in the first and last access covers on the deck
- Chip spalled concrete and patch with repair mortar where rebar is exposed at (1) access cover not being replaced

CLARIFICATIONS

- New concrete patches to be poured to level of existing asphalt, no asphalt patching is included
- Bridge may need to be shutdown for a few days after new concrete is poured to prevent movement or cracking at the new patches
- If more deck is needed to be removed and replaced outside the 8'-4" x 8'-4" area, use **\$325.00/SF** for additional removal and replacement of similar type work

PRICE \$63,760.00

CARL BELT
INCORPORATED

KOON DAM BRIDGE REPAIRS

May 2, 2024

Page 2

If you should have any questions regarding this quote, please do not hesitate to contact me.

Sincerely,

CARL BELT, INCORPORATED



Jared Burkett
Vice President

JB/ph

File Attachments for Item:

. Order 27,532- authorizing the City Administrator to execute Change Order No. 3, with Harbel, Inc. due to the need for additional concrete repair discovered after the project began, for the repair of Bridge A-C-01 McMullen Bridge (City Project 18-16-BR), in an increased amount of \$15,123.17, bringing the total contract price not to exceed \$542,011.48

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

ORDER NO. 27,532

DATE: August 5, 2024

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

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 3, with Harbel, Inc. 11521 Milnor Avenue/PO BOX 358, Cumberland, MD, 21502, due to the need for additional contract quantities discovered after the project began, for the repair of Bridge A-C-01 McMullen Bridge (City Project 18-16-BR), in an increased amount of Fifteen Thousand One Hundred Twenty Three Dollars and Seventeen Cents (\$15,123.17), bringing the total contract price not to exceed Five Hundred Forty Two Thousand Eleven and Forty Eight Cents (\$542,011.48).

Raymond M. Morriss, Mayor

Original Contract Price	\$500,577.92
Change Order No. 1	\$2,376.61
Change Order No. 2	\$23,933.78
Change Order No. 3	\$15,123.17
Total Contract Price after CO 3	\$542,011.48

Budget: 115.99XE.63000

Council Agenda Summary

Meeting Date: 8/5/2024

Key Staff Contact: Matt Idleman, P.E.

Item Title:

Change Order No. 3 to Repairs to Bridge A-C-01 McMullen Bridge, 18-16-BR

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

This change order is for the costs associated with additional contract quantities in order to complete the project in the amount of \$15,123.17. This results in an overall increase of \$15,123.17 with the new contract value now being \$542,011.48.

Amount of Award: \$15,123.17

Budget number: 115.99XE.63000

Grant, bond, etc. reference: City Funds & State Aid Funds

Harbel Inc.

Job:	McMullen Bridge Repair									Job:		
										Last Modified:	7/24/24 13:40	
Equipment												
No.	Description	Qty	Unit	Unit Price	Sub Cost	Unit Price	Cost	Unit Price	Material Cost	Unit Price	Labor w/burden	Notes
3	McMullen Bridge Additional/Deleted Work Totals				\$ -		\$ -		\$ -		\$ -	
					\$ -		\$ -		\$ -		\$ -	
					\$ -		\$ -		\$ -		\$ -	
	BID ITEMS (Additional to Contract Quantities)				\$ -		\$ -		\$ -		\$ -	
210026-1	Removal of Existing Sidewalk, Overhead	1	CY	2111.91	\$ 2,111.91		\$ -		\$ -			
210026-2	Removal of Existing Sidewalk w/ Subgrade	3	CY	889.3	\$ 2,667.90		\$ -		\$ -			
301110	Select Backfill Using 57 Stone (Sidewalk Subbase)	2	CY	164.39	\$ 328.78		\$ -		\$ -		\$ -	
400000-1	Cleanouts & Pipe Connections	-1	EA	852.94	\$ (852.94)		\$ -		\$ -			
400000-2	Trench Drains	-5	LF	257.31	\$ (1,286.55)		\$ -		\$ -			
502100	Cement Treated Base Course	-8	SY	348.08	\$ (2,784.64)		\$ -		\$ -			
504500	Asphalt Mix 9.5MM Surface	5.52	TN	1581.16	\$ 8,728.00		\$ -		\$ -		\$ -	
571075	Spall Repair Mix 6 (Type 2 & 3)	0.25	CY	7311.84	\$ 1,827.96		\$ -		\$ -		\$ -	
655105-1	5" Sidewalk w/Subgrade	54.7	SF	22.81	\$ 1,247.75		\$ -		\$ -			
655105-2	6" Sidewalk, Overhead	67.96	SF	46.13	\$ 3,134.99		\$ -		\$ -			
					\$ -		\$ -		\$ -		\$ -	
	Total				\$ 15,123.17		\$ -		\$ -		\$ -	\$ 15,123.17
											\$ -	Total Labor
											\$ -	Total Material
											\$ -	Total Equipment
											\$ 15,123.17	Total Subcontractor
										6%	\$ -	Sales Tax
											\$ 15,123.17	Sub Total
										10%	\$ -	O&P Labor
										10%	\$ -	O&P Material
										0%	\$ -	O&P Subcontractor
											\$ 15,123.17	Sub Total
										0.00%	\$ -	Bond
											\$ 15,123.17	Grand Total

File Attachments for Item:

. Order 27,533 - authorizing the purchase of the property at 411 and 413 Central Avenue in Cumberland, MD (Tax ID's 22-002740 and 22-015427) as part of the Central Avenue City/County Initiative for the price of \$40,000

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

ORDER NO. 27,533

DATE: August 05, 2024

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

THAT, the purchase of the property at 411 and 413 Central Avenue in Cumberland, MD (Tax ID's 22-002740 and 22-015427) as part of the Central Avenue City/County Initiative for the price of Forty Thousand Dollars and No Cents (\$40,000.00) be and is hereby approved.

Raymond M. Morriss, Mayor

Budget: 114.199AL.C_Ave 61000

Council Agenda Summary

Meeting Date: August 5, 2024

Key Staff Contact: Ken Tressler or Mark Gandolfi

Item Title:

Acquisition of 413 Central Ave Cumberland, MD 21502, tax id #s 22-002740 & 22-015427.

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

An Order for the purchase of 413 Central Ave in Cumberland, MD as part of the Central Avenue City/County Initiative. The purchase price is \$40,000 based on an appraisal obtained by the City. The property owner is Joshua Suder. The purchase covers two separate property tax parcels.

Amount of Award: \$0.00

Budget number: 114.199AL.C_Ave 61000

Grant, bond, etc. reference: Central Avenue City/County Initiative

CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") is made by and between **Mayor and City Council of Cumberland** ("Buyer") and **Joshua D. Suder** ("Seller") and is effective as of the date its execution is completed as shown in the signature provisions on the last page of this Contract.

1. Property Description. Seller does agree to sell to Buyer, and Buyer does agree to purchase from Seller, all of the following tracts or parcels of land, together with the improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto or in anywise appertaining owned by Seller and are hereinafter referred to collectively as the "Property":

(A) 411 Central Avenue, Cumberland, MD 21502, Allegany County Land Records Book 2432, Page 147, Tax Account No. 22-002740.

(B) 413 Central Avenue, Cumberland, MD 21502, Allegany County Land Records Book 2432, Page 147, Tax Account No. 22-015427.

2. Purchase Price. The purchase price for the Property (the "Purchase Price") is Twenty-Eight Thousand Four Hundred Dollars (\$28,400.00).

3. Payment Terms. The Purchase Price shall be paid at settlement.

4. Estate. The Property is being conveyed in fee simple.

5. Contingencies. This Contract and the consummation of the transaction contemplated by its terms are contingent upon the following:

- A. Seller shall deliver the Property to Buyer free of tenants or inhabitants of any kind, with all of any such individuals' personal property and belongings having been removed. Seller shall be responsible for legally evicting any tenants who may have been leasing the Property.
- B. Seller shall be responsible for the termination of all utility services to the Property.
- C. Settlement shall be contingent upon Buyer's performance of a walk-through inspection of the Property within 48 hours prior to settlement in order to confirm that the Property will be delivered to Buyer in accordance with the terms of Sections 5 and 8 of this Contract. Buyer shall have the right to waive this contingency and proceed to settlement without conducting the said inspection.

Notwithstanding the foregoing, Buyer shall have the right to insist that Seller perform as required in subparagraphs A and B above. In that regard, Buyer shall have the right to bring an action to specifically enforce those provisions in the event they are not met within the time frame set for settlement as provided for hereinafter.

6. **Representations & Warranties.** The Property is being sold in as-is condition, without any express or implied warranties or representations made as to its condition or otherwise, and subject to all defects, if any, known or unknown.

7. **Risk of Loss.** The Property is to be held at the risk of Seller until legal title has passed or possession has been given to Buyer.

8. **Possession.** Seller agrees to give Buyer possession and occupancy of the Property at the time of settlement. Seller will deliver the Property in substantially the same physical condition as of the date of his execution of this Contract but free of Seller's personal property and all junk, trash and debris. Any personal property, junk, trash or debris shall be deemed to be abandoned and Buyer may dispose of it in any manner it sees fit, including, but not limited to, selling it or disposing of it as rubbish.

9. **Adjustments.** All general or special taxes, rents, ground rents, public, private or community water and/or sewer charges, including any deferred sewer and water tap fees, homeowners association charges and all other public, private or governmental charges or assessments, excluding liens which must be paid prior to deed recordation, which may exist, whether such have been levied or not, are to be adjusted and apportioned as of the date of settlement, and will be assumed and paid thereafter by Buyer. Notwithstanding the foregoing, Buyer shall abate the real estate taxes it is owed, it will assume responsibility for the payment of the real estate taxes due to Allegany County, and it will assume responsibility for the payment of the said City and County taxes after the settlement of the transaction which is the subject of this Contract is held.

10. **Deed and Title.** Upon payment of the Purchase Price, a deed conveying the Property from Seller to Buyer containing covenants of special warranty and further assurances shall be executed by Seller at Buyer's expense. Title to the Property shall be good and merchantable, free of liens and encumbrances, except as specified herein and except use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property.

11. **Agency/Real Estate Commission.** Seller and Buyer warrant and represent that no real estate broker participated in the procurement or negotiation of this Contract. Each party agrees to defend, indemnify, and hold the other harmless for any claim for real estate commissions arising by reason of the indemnifying party's breach of this warranty. The provisions of this paragraph shall survive settlement and the delivery, acceptance and recordation of the deed for the Property or the termination of this Contract.

12. **Settlement.** Settlement shall occur no later than forty-five (45) days after the effective date of this Contract. Buyer's City Solicitor is authorized to consent to extensions of the date for settlement on behalf of Buyer. Notwithstanding the foregoing, the parties will settle as soon as is practicable.

13. Lead Based Paint Hazards. Title X, Section 1018, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the “Act”), requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the sale of residential real property. Unless otherwise exempt, the Act applies only to housing constructed prior to 1978. A seller of pre-1978 housing is required to disclose to the buyer, based upon the seller’s actual knowledge, all known lead-based paint hazards in the Property and provide the buyer with any available reports in the seller’s possession relating to lead-based paint or lead-based paint hazards applicable to the property. The seller, however, is not required to conduct or pay for any lead-based paint risk assessment or inspection. At the time that the offer to purchase is entered into by the buyer, the seller is required to provide the buyer with the EPA pamphlet entitled “Protect Your Family From Lead In Your Home” and a “Disclosure of Information on Lead-Based Paint and Lead Based Paint Hazards” form.

The seller is required under the Act to provide the buyer with a ten (10) day time period (or other mutually agreeable time period) for the buyer, at the buyer’s expense, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards unless the buyer waives such assessment or inspection by indicating such waiver on the Lead-Based Paint Disclosure form. The seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of Settlement.

A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET MAY BE LIABLE UNDER THE ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES.

Sellers represents and warrants to Buyer intending that Buyer rely upon such warranty and representation, that the property: was constructed prior to 1978. Sellers and Buyer agree, represent and warrant, each unto the other, that no binding and enforceable contract shall be deemed to exist or to have been formed unless the requirements of the Act have been complied with prior to the execution of this Contract by Sellers and Buyer. Sellers and Buyer represent and warrant that each intended, as a material term of the offer and acceptance, that the requirements of the Act be complied with as an express condition of the formation of a binding and enforceable contract by and between the parties. Buyer and Sellers acknowledge by their respective initials below that they have read and understand the provisions of this Section 27.

RM Buyer’s Initials Sellers’ Initials

A Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards is attached hereto and incorporated by reference herein.

14. Documentary Stamps, Recordation, Transfer Taxes. This transaction is exempt from the payment of documentary stamps and recordation and transfer taxes.

15. Assignability. This Contract may be assigned by Buyer upon the consent of Seller, said consent not to be unreasonably withheld, delayed or denied.

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

17. **Entire Agreement.** This Contract 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.

18. **Maryland Law Applies.** This Contract shall be governed and construed according to the laws of the State of Maryland without regard to principles of conflict of laws. It shall be enforceable exclusively by means of an action commenced in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and both parties waive the right to claim that such a proceeding is commenced in an inconvenient forum or one that lacks proper venue.

19. **Breach of Contract and Default.** Buyer and Seller are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. In the event of a breach, each of the parties hereto is entitled to pursue such rights and remedies as may be available, in law or in equity, including, without limitation, an action for specific performance of this Contract and/or monetary damages. If either party defaults, the party committing the default, whether Buyer or Seller, shall reimburse the non-defaulting party for the court costs, litigation expenses, and reasonable attorneys' fees that party incurred as a result of the default.

20. **Binding Effect.** This Contract shall be binding upon the parties hereto and each of their respective heirs, personal representatives, administrators, executors, successors, assigns, and guardians

21. **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.

22. **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 CONTRACT. 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 CONTRACT.**

23. **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

24. **Signing by Electronic Means.** Each of the parties hereto expressly authorizes and agrees to sign electronically transmitted copies or counterparts of this Contract; provided, however,

that signing by means of faxed documents is not permissible. Once the electronically transmitted signed copies or counterparts are executed by each of the parties hereto, they shall have the same binding effect as would a signed original Contract once delivered to the other party.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto as of the date written beneath those signatures.

WITNESS:

**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

By: _____
Raymond M. Morriss, Mayor

Date

Joshua D. Suder

Date

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i)____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii)____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and report available to the seller (check (i) or (ii) below):

(i)____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii)____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment (initial)

(c)RM Buyer has received copies of all information listed above.

(d)RM Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Buyer has (check (i) or (ii) below):

(i)____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii)RM waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer: _____
Raymond M. Morris, Mayor, on behalf of
Mayor and City Council of Cumberland, Buyer

Date: _____

Seller: _____
Joshua D. Suder

Date: _____

THIS DEED, made this ____ day of August, 2024, by and between **Joshua D. Suder** (the “Grantor”), a resident of Allegany County, Maryland, and **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation.

WITNESSETH:

That for and in consideration of the sum of Twenty-Eight Thousand Four Hundred Dollars (\$28,400.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the City, its successors and assigns, the following described property, to wit:

PARCEL ONE
411 Central Avenue, Cumberland, MD 21502

ALL that lot or parcel of ground being known as a portion of Lot B of the Harrison Lots on Central Avenue, formerly known as Ann Street in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at a point on the Easterly side of Central Avenue, said point being at the end of the line drawn North 42 degrees 40 minutes East 110.45 feet from the intersection of said side of Central Avenue with the Northerly side of Pine Avenue, said point being also at the end of the first line of Lot A in the Subdivision of the Harrison Lots on Central Avenue; and running thence with Central Avenue by magnetic bearings of 1899, North 42 degrees 40 minutes East 26.67 feet to the end of the first line of Lot C in said Subdivision; thence with a portion of the division line between Lots B and C, South 47 degrees 20 minutes East 60 feet; thence with a line cutting across the whole of Lot B, South 42 degrees 40 minutes West 26.67 feet to a point in the division line between Lot A and B; thence with said division line, North 47 degrees 20 minutes West 60 feet to the place of beginning.

PARCEL TWO
413 Central Avenue, Cumberland, MD 21502

ALL that lot, piece or parcel of land lying and being on Ann Street, now known as Central Avenue, in the City of Cumberland, known as Lot "C" on the Plat of the subdivision of the Harrison Lots on Ann Street, now Central Avenue, and more particularly described as follows:

BEGINNING for the same at a point in the Eastern line of Ann Street, now Central Avenue, distant North $4-7/12$ degrees East 24- $1/4$ feet, North $42-2/3$ degrees East 76- $87/100$ feet from the Northwest corner of the dwelling house heretofore owned and occupied by Ernest Barth, it being also North $43-1/15$ degrees West 15- $3/4$ feet from the Northwest corner of the brick foundation wall of the house on the lot hereby intended to be conveyed, and running thence with said Ann Street, now Central Avenue, (as shown by Ashael Willison) South $42-2/3$ degrees West 25 feet; then at right angles to Ann Street, now Central Avenue, South $47-1/3$ degrees East 120 feet; then parallel with Ann Street, now Central Avenue, North $42-2/3$ degrees East 25 feet to intersect a line drawn at right angles to Ann Street, now Central Avenue, from the place of beginning; then with said line North $47-1/3$ degrees West 120 feet to the place of beginning.

IT BEING the same property conveyed from Shirley A. Wormack, John W. Wormack, Jr. and Joyce E. Wormack, attorneys-in-fact, to Joshua D. Suder by deed dated December 7, 2018 and recorded among the Land Records of Allegany County, Maryland in Book 2432, Page 147.

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

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

TO HAVE AND TO HOLD the above-described property unto the City, its successors and assigns, in fee simple forever.

AND the said Grantor, for himself, his personal representatives, heirs, and assigns, does hereby warrant specially the title to the above-described property and covenants that he will execute such other and further assurances of the same as may be requisite or necessary.

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

WITNESS:

Joshua D. Suder (SEAL)

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

I HEREBY CERTIFY, that on this ____ day of August, 2024, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Joshua D. Suder**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, and did acknowledge that he/she executed the same for the purposes therein contained; and he/she further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$28,400.00; and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

Attorney Certification

I HEREBY CERTIFY that the within and foregoing document was prepared by, or under the supervision of, the undersigned, a Maryland attorney.

Michael Scott Cohen

Property Information:

411-413 Central Ave.
Cumberland, MD 21502
Tax ID Nos. 22-002740 & 22-015427

File Attachments for Item:

. Order 27,534 - approving the sole source purchase on behalf of Let's Beautify Cumberland of a clock and clock equipment from Electric Time Company, Inc, to be placed on the parklet at Hendershot Park in the not to exceed amount of \$26,951 utilizing funds from the account held at the Community Trust Foundation

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

ORDER NO. 27,534

DATE: August 5, 2024

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

THAT, the sole source purchase on behalf of Let's Beautify Cumberland of a clock and clock equipment from Electric Time Company, Inc., 97 West Street, Medfield, MA 02052 to be placed on the parklet at Hendershot Park in the not to exceed amount of Twenty Six Thousand Nine Hundred Fifty One Dollars and No Cents (\$26,951) be and is hereby approved; and

BE IT FURTHER ORDERED THAT, the funds utilized for this purchase will be from the Let's Beautify Cumberland account held at the Community Trust Foundation.

Raymond M. Morriss, Mayor

Budget: Community Trust Foundation Funds, LBC Clock Fund

Council Agenda Summary

Meeting Date: August 5, 2024

Key Staff Contact: Mark Gandolfi

Item Title:

Let's Beautify Cumberland - Sole Source Purchase of Clock Equipment for Hendershot Park on Greene St.

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

An Order for the purchase of a Small Four-Dial "McClintock" Replica Post Clock with an electronic reset from Electric Time Co., Inc. in the amount of \$26,951.

Let's Beautify Cumberland has raised \$33,714 held in a Non-Endowed Restricted Fund with the Community Trust Foundation, Inc., the City of Cumberland Clock Fund, to be used to provide financial support for the creation of a town clock in the City. Funds for this purchase will be from the fund.

To manufacture the clock, LBC! has chosen the Electric Times Company, which has placed thousands of clocks world-wide, including in Chrystal Lake, Illinois, Coopersville, Michigan, and Newport, Rhode Island. Incorporated in 1928, Electric Times Company hand-fabricates its clocks in Medfield, Massachusetts, and can still fix clocks it made more than 80 years ago.

The style proposed for the Cumberland Clock is what is known as a "post clock" which is free-standing, four-sided, and installed on a post for a total height of 11.5 feet. Current plans call for a dial to show on each of the four sides, illuminated by LED backlighting or edge lighting with custom-chosen dial markings and hands. The clock will be cast in aluminum for a stronger, sturdier frame and finished using a system tested for resistance to weathering, light, and corrosion. The clock movements are made of brass and stainless steel that will not rust. A GPS function keeps current time and synchronizes the four faces. LBC! is consulting with the City of Cumberland about provision of electrical service and with the Historic Preservation Commission about consistency with guidelines for Downtown Cumberland.



July 30, 2024

Rachel Diehl
City of Cumberland
57 N Liberty Street
Cumberland, MD 21502
Via E-Mail: rachel.diehl@cumberlandmd.gov
cc: jcwunderlick@gmail.com

Subject: Clock Equipment - Hendershot Park - Greene St. - Cumberland, MD

Dear Rachel:

Per the request of Janet Wunderlick of the "Let's Beautify Cumberland" Committee, enclosed please find our Standard Purchase and Sale Agreement for this project. I am also attaching Drawings A-17093-REN-Rev-A & A-15978, plus Data Sheet 467, along with our Terms and Conditions of Sale.

We look forward to working with your city.

Sincerely,

Susan Weisenfeld

Susan Weisenfeld
Customer Service
sw@electrictime.com

STANDARD PURCHASE AND SALE AGREEMENT Hendershot Park - Greene St. - Cumberland, MD

VENDOR Electric Time Co., Inc.
P.O . Box 466
Medfield, MA 02052

PURCHASER Rachel Diehl
City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

SHIP TO Please Advise

EQUIPMENT

Quantity	Description
(1)	Small Four-Dial “McClintock” Replica Post Clock with an electronic reset control in the base. Features of clock include: Aluminum frame and internal structure. Aluminum bezels. Aluminum sphere. Body of clock to be made of aluminum. Steel pole with split cover for anchor bolt access. No fiberglass to be used. This clock is UL listed. Single source: Clock and movements to be manufactured by the same company. Total overall height to be 11’ 4-1/2”. All exterior parts of the clock to have an exterior grade, <u>forest green</u> polyurethane painted finish with a protective satin clear top coat. Our standard painted finishes are: medium or dark bronze (matches Duranodic #312 & #313), off-white, matte-black, satin aluminum, forest green, red, bright white or gold. Gold painted highlights to accent the details at no additional charge. Raised aluminum lettering, highlighted in gold paint, above the dials to read “CUMBERLAND” and below the dials to read “1787” per Drawing A-17093-REN-Rev-A. Translucent milky-white acrylic dials. Backlit with LED illumination. Flat, clear tempered glass crystals provided for the protection of the clock faces and hands. Black dial markings, Style “I”, and clock hands, Style “WS”. Custom printed logo centered on dials. Features also include: Style MI clock movements. All bearing surfaces to be made of

ELECTRIC TIME COMPANY, INC. 97 WEST STREET - MEDFIELD, MA USA 02052
PHONE 508-359-4396 - FAX 508-359-4482 SALES@ELECTRICTIME.COM
<http://WWW.ELECTRICTIME.COM>

STANDARD PURCHASE AND SALE AGREEMENT

Hendershot Park - Greene St. - Cumberland, MD

	self-lubricating materials, as periodic lubrication will then not be required. All parts to be made of non-corrosive metals such as brass and stainless steel. Illumination to be controlled by a photoelectric cell. Hinged door assemblies for access to movements and lighting. Type CTRL-99BMI, Automatic Clock Controller with IP65 enclosure – Indoor & Outdoor Use. Automatically resets clock after power failures. Daylight Saving Time changes disabled. Precision Quartz Time base 4 minutes per year maximum drift. Optional GPS – no drift. Built in 100 year daylight savings time calendar. 2 Line 16 character back lighted LCD display. ETL listed to UL 863. Power Failure Event logging. Standard MI output – 4 clocks maximum standard. Standard 24VDC RP output -20 clocks maximum. Sweep Second hand output. Hour Strike Capability. RS-232 and RS-485 output ports 24 VAC hour strike output – configurable pulse output. To be mounted in clock post by manufacturer. GPS Satellite Receiver to enable clock to synchronize with National Bureau Standard Atomic Clock. This will provide time accurate to 1 microsecond 1×10^{-6}. To be located inside clock head by manufacturer. Set of stainless steel anchor rods, full sized templates and foundation detail drawing is included.
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PRICE	All of the above for the net (BUY) price of \$25,940.00 plus \$1,011.00 for shipping and handling to Cumberland, MD. This price does not include any local taxes.
PLAQUES	Plaques can be added to this order for an added cost. Plaque pricing is based upon number of letters and size. Please specify text, if desired, for a quotation.
DELIVERY	12 to 15 weeks after receipt of order, deposit and release, F.O.B. Medfield, MA.
TERMS	All orders are subject to our standard terms and conditions.
PAYMENT	Since this equipment is custom built, on any order over \$1,000.00, we require a 40% deposit, with the balance due prior to shipping. Alternatively, we can accept a City Purchase Order. We accept checks, credit cards, and ACH/wire payments. Payments made with a credit card are subject to a 3% convenience fee.

ELECTRIC TIME COMPANY, INC. 97 WEST STREET - MEDFIELD, MA USA 02052
PHONE 508-359-4396 - FAX 508-359-4482 SALES@ELECTRICTIME.COM
<http://WWW.ELECTRICTIME.COM>

STANDARD PURCHASE AND SALE AGREEMENT Hendershot Park - Greene St. - Cumberland, MD

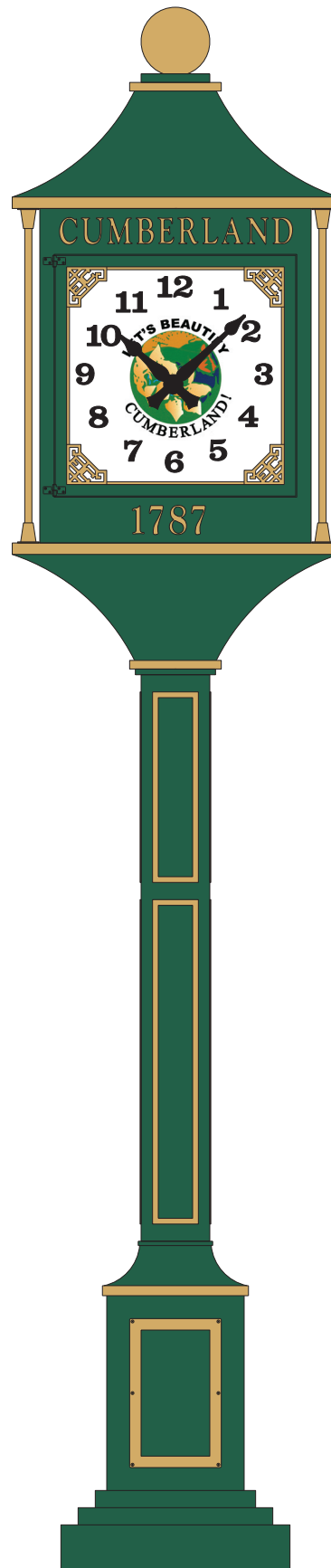
GUARANTEE Electric Time Co., Inc. will guarantee all equipment free from inherent mechanical or electrical defects for three years from the date of shipment.

Authorized Signature

Title

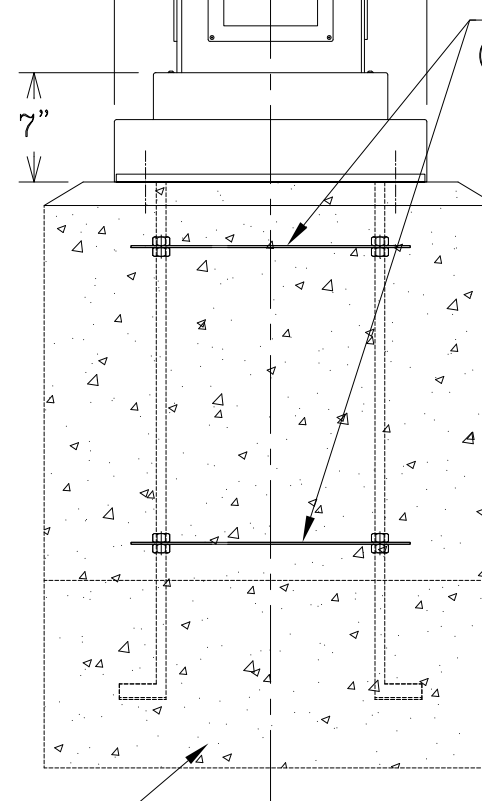
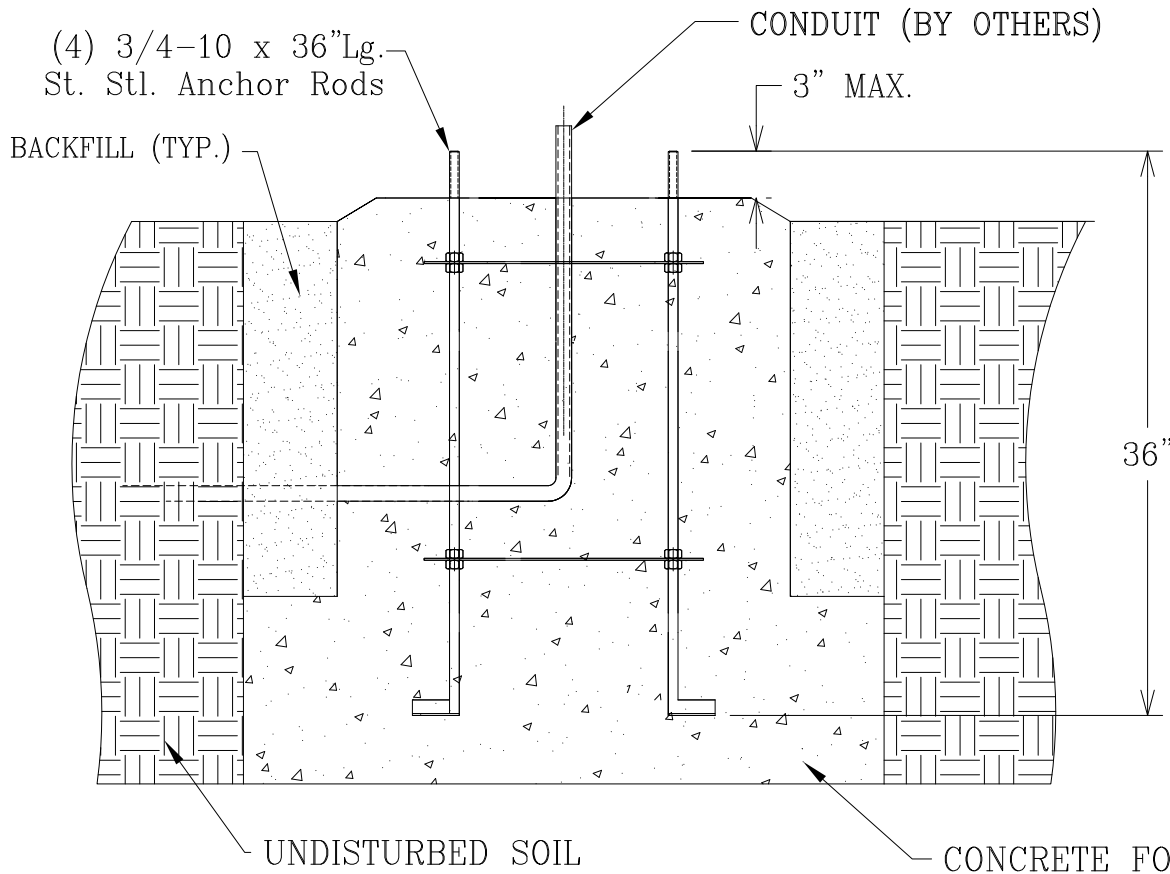
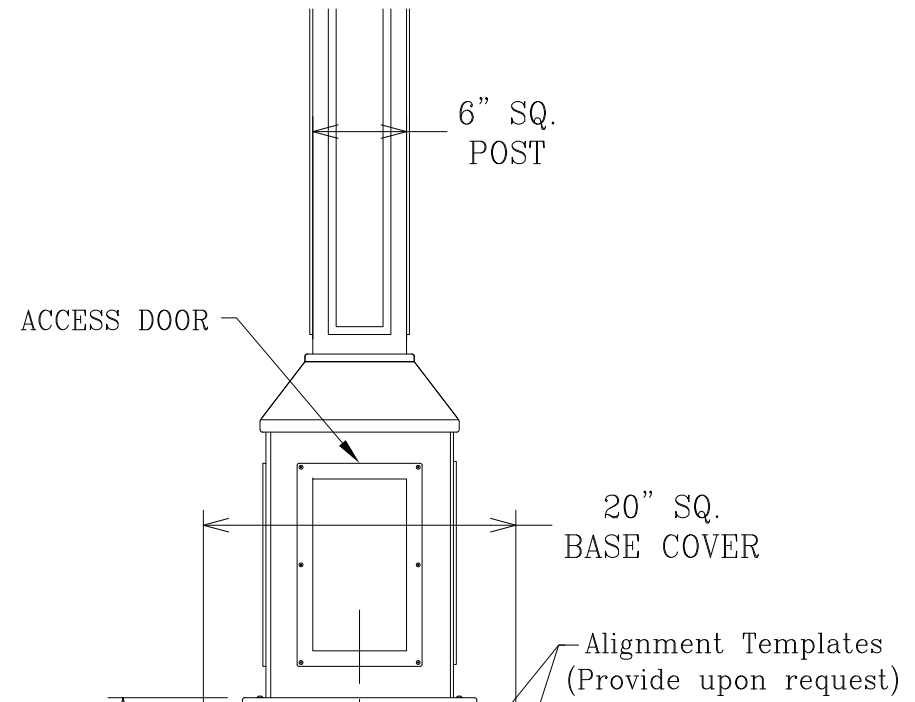
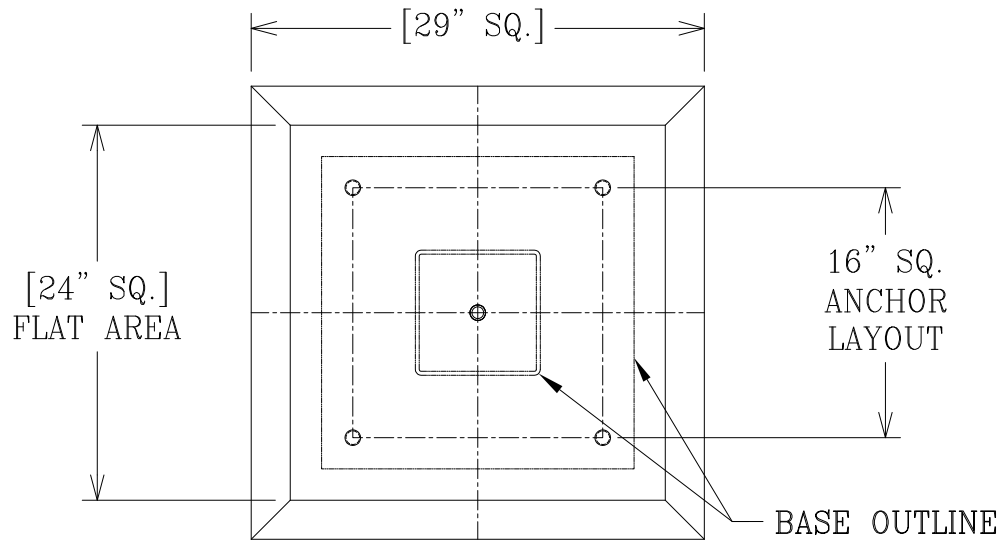
Purchasing Company

Date



A	ADDED LOGO	06-26-24	WOR
REV.	DESCRIPTION	DATE	ENG
VIEW	PATH M:\CDR\A-17093-REN.CDR		
DRAWING A-17093-REN	REVISIONS	TITLE Sm. 4 Dial McClintock Post Clock Hendershot Park (Cumberland, MD)	
		SCALE NONE	DATE 04-01-24
		DRAWN DMC	APP'V TDE
			

THIS DRAWING IN DESIGN AND DETAIL IS OUR PROPERTY, AND
MUST NOT BE USED EXCEPT IN CONNECTION WITH OUR WORK.
ALL RIGHTS OF DESIGN OR INVENTIONS ARE RESERVED.



VIEW LASER	PATH M:\ACAD10\A-15978.DWG		TITLE	
	Foundation & Anchor Layout		Small McClintock Post	
	SCALE	DATE	DRAWN	APP'V
	As Noted	2-18-20	DMC	TDE
REVISIONS				
DRAWING A-15978				

Data Sheet 467D

97 West Street, Medfield, MA 02052

p: 508.359.4396 f: 508.359.4482

www.electrictime.com

Available Finishes



Medium Bronze
(#312)



Off-White



Dark Bronze
(#313)



Matte Black



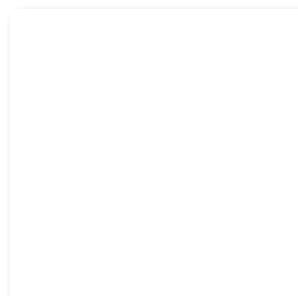
Satin Aluminum



Gold



Forest Green



Bright White



Red



Blue

For additional cost we can offer: Verde Green, Copper Patina, Gold Leaf, and brushed, circle-line or polished finishes over the base material. If you have a special finish not listed here please contact the factory.

**NOTE: Specifications subject to
change without notice.**

Standard Terms & Conditions of Sale

97 West Street, P.O. Box 466

Medfield, MA 02052 USA

(p) 508.359.4396 (f) 508.359.4482

www.electrictime.com

TAXES Unless otherwise stated, prices are exclusive of applicable sales, excise or similar taxes of federal, state or local government. As a Massachusetts corporation, we collect only Massachusetts taxes. Any other applicable taxes must be reported and paid directly by the purchaser.

INSURANCE Any insurance requirements made by you which result in an expense to Electric Time Co., Inc., will be in addition to any published or quoted prices. Copies of insurance certificates are available on request. To be named as an additional insured for a specific project, there will be an additional \$250.00 one-time charge.

PRICES All prices are in U.S. dollars and payment is to be in U.S. dollars. Unless otherwise stated, if we provide a written quotation, we hold quoted prices for 90 days. Prices are subject to change without notice. It is our policy not to review and execute contracts for orders under \$25,000.

SHIPMENTS Unless otherwise stated, all shipments are made F.O.B., Medfield, MA, USA. All quoted lead times are approximate based upon current and projected work loads. Shipments will be made the least expensive and fastest way, taking into consideration the delivery and urgent need of your order, unless otherwise stated on your order. Prepaid freight charges will be added to invoices.

CLAIMS Upon acceptance from Electric Time Co., Inc. by the carrier, the material becomes the property of the consignee. All claims for damage, breakage or loss, concealed or obvious, must be made to the carrier by the consignee. Claims of short shipment must be made to Electric Time Co., Inc. within five (5) days of receipt of material.

PAYMENT Orders under \$1,000.00 will require full payment with order. Since all the equipment we manufacture is custom built, we require a 40% deposit on any order over \$1,000.00. To establish an account with us, we require three credit references and the name of your bank with full addresses. If you do not care to open an account, we can ship upon receipt of final payment. All payments are due NET 10 days upon receipt of invoice. Final payment is due within 30 days after shipment of clocks invoiced. After 30 days, there will be a 1-1/2% interest charge per month on any unpaid balance. Minimum invoice charge is \$55.00. Payments made with a credit card are subject to a 3% convenience fee. For international sales, payment is to be made by wire transfer.

WARRANTY All equipment is sold subject to the mutual agreement that it is warranted by Electric Time Co., Inc. to be free from defects of material and construction, but our liability in connection with it shall be limited to replacing or repairing without charge at our factory any material or construction defects which become apparent within three years from the date on which new equipment is shipped, that we shall have no liability for damages of any kind arising from the installation and/or use of the apparatus by anyone, and that the purchaser by the acceptance of the equipment will assume all liability for any damages which may result from its use or misuse by the purchaser, his or its employees or by others. There is no guarantee or warranty or liability except as here stated.

RETURNS Since most of our clocks are custom built, in general, returns are not accepted. Standard stock items may be returned for credit, subject to inspection and acceptance, if prior authorization has been obtained from Electric Time Co., Inc. There will be a 20% restocking charge on all standard catalog items.

FINISHES Our standard paint colors are matte black, off-white, bright-white, satin aluminum, medium bronze (matches Duranodic #312), dark bronze (matches Duranodic #313), forest green, gold, blue and red. Other colors and finishes are available at additional cost.

File Attachments for Item:

. Order 27,535 - authorizing the Mayor to sign a Subdivision Participation and Release Form for the Kroger Settlement as part of the ongoing Opioid Litigation

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

ORDER NO. 27,535

DATE: August 5, 2024

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

THAT, the Mayor be and is hereby authorized to sign a Subdivision Participation and Release form as part of the Kroger Settlement and ongoing Opioid Litigation.

Raymond M. Morriss, Mayor

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Mayor and City Council of Cumberland	Stearland MD
Authorized Official: Raymond Morriss	
Address 1: 57 N. Liberty Street	
Address 2:	
City, State, Zip: Cumberland MD 21502	
Phone: 301-722-2000	
Email: jeff.silka@cumberlandmd.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel

as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.

11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____