Mayor and City Council of Cumberland

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

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

AGENDA

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

DATE: March 03, 2026

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

Presentations

1. Recognizing Patrolman First Class Michael Bise as the 2025 Cumberland Police Department Officer of the Year, recognizing Lt. Barry Fickes as the 2025 Top Gun winner and recognizing PFC Jacob Garrison and PFC Johnathon Skelley as the 2025 DUI Award Recipients

Approval of Minutes

1. Approving the Closed Session Minutes, Open Work Session Minutes, and the Regular Session Minutes of February 17, 2026

Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

New Business

(A) Resolutions

1. R2026-02 (*1 reading only*) - a Resolution to accept the Planning Commission's recommendation and adopt the 2026 Comprehensive Plan for the City of Cumberland

(B) Ordinances

1. Ordinance 4040 (*1st reading*) - authorizing the transfer of 229 Columbia Street to Mark Thrasher for the purchase price of $16,500
2. Ordinance 4041 (*1st reading*) - authorizing the transfer of 404 Furnace Street to Walcott Investments LLC for the purchase price of $300

3. Ordinance 4042 (*1st reading*) - authorizing the transfer of 413 Broadway and 417 Broadway Street to Tamara Siebert for the purchase price of $300
4. Ordinance 4043 (*1st reading*) - authorizing the transfer of 445 Waverly Terrace to Leo Rhodes III and Felicia Rhodes for the purchase price of $500
5. Ordinance 4044 (*1st reading*) - authorizing the transfer of 414 Goethe Street to Rolando Alas for the purchase price of $400
6. Ordinance 4045 (*1st reading*) - authorizing the Mayor and City Council of Cumberland to issue and sell one or more series of general obligation bonds and general obligation bond anticipation notes, each in an aggregate principal amount not to exceed $2,447,352 for the public purpose of financing, reimbursing or refinancing costs of a project generally referred to as Evitts Creek CO P-4

(B) Orders (Consent Agenda)

1. Order 27,961 - declaring real property known as 419 Central Avenue, 842 Gephart Drive, 846 Gephart Drive, 800 Maryland Avenue, 802 Maryland Avenue and 804 Maryland Avenue as surplus property to be offered for sale
2. Order 27,962 - authorizing the execution of an FY26 Community Legacy Program Grant Agreement with the Department of Housing and Community Development regarding the disbursement and use of $50,000 in funding for the "Age in Place Home Modification Program for Seniors", authorizing the City Comptroller to accept said grant funds, and authorizing the Mayor and City Administrator to execute all paperwork necessary for the disbursement, receipt, and use of funds
3. Order 27,963 - authorizing the Comptroller to issue a one time payment to PPG Industries, Inc. of $236,000 to settle a billing dispute associated with the treatment of contaminated groundwater between April 2019 and September 2023 at the former PPG site
4. Order 27,964 - authorizing the abatement of City Real Property taxes and interest for the properties at 102 Altamont Terrace, 960 Glenwood Drive, 842 Gephart Drive, 846 Gephart Drive, 0 Louisiana Avenue, 800 Maryland Avenue, 802 Maryland Avenue, 804 Maryland Avenue and 419 Central Avenue
5. Order 27,965 - accepting the bid from KM Printing, LLC, for the design, provision and installation of wayfinding signage for the Constitution Park Trail System in the amount not to exceed $39,920.03, contingent upon Community Development Block Grant funding approval
6. Order 27,966 - accepting the renewal proposal from Online Solutions LLC (dba Citizenserve) to provide Citizenserve, a Community Development Software System for permitting, code enforcement, planning and zoning and request tracking, in a cost not to exceed $25,200

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

1. Recognizing Patrolman First Class Michael Bise as the 2025 Cumberland Police Department Officer of the Year, recognizing Lt. Barry Fickes as the 2025 Top Gun winner and recognizing PFC Jacob Garrison and PFC Johnathon Skelley as the 2025 DUI Award Recipients

Council Agenda Summary

Meeting Date: March 3, 2026

Key Staff Contact: Chief James R. Pyles

Item Title: CPD Officer of the Year Award, Top Gun Award & DUI Awards

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

Recognize Patrolman First Class Michael Bise as the 2025 Cumberland Police Department Officer of the Year. Recognize Lt. Barry Fickes as the 2025 Top Gun winner and PFC Jacob Garrison and PFC Johnathon Skelley as the 2025 DUI Award Recipients.

Amount of Award:

Budget number:

Grant, bond, etc. reference:

File Attachments for Item:

1. Approving the Closed Session Minutes, Open Work Session Minutes, and the Regular Session Minutes of February 17, 2026

Closed Session Minutes

City Hall, 57 N. Liberty Street, Cumberland, MD 21502
2nd Floor Conference Room
Tuesday, February 17, 2026; 4:00 p.m.

On February 17, 2026, the Mayor and City Council met in public session beginning at 4:00 p.m. in the 2nd floor Conference Room of City Hall for the purpose of immediately closing the meeting to A) discuss personnel matters relating to the recruitment of the Fire Chief position; B) discuss the acquisition of real property for a public purpose and matters directly related to the acquisition; C) to seek advice from the City Solicitor regarding the Rules and Regulations for the Governance of the Mayor and City Council of Cumberland and to discuss potential changes to their terms; and D) discuss a settlement prior to potential litigation pertaining to a dispute over the amounts owed for utilities from a particular customer. Authority to close the session is provided by Sections 3-305(b)(1)(i), (b)(3), (b)(7) and (b)(8) of the General Provisions Article of the Annotated Code of Maryland.

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

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

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

Mayor and City Council of Cumberland

WORK SESSION

City Hall 2nd Floor Conference Room
57 N. Liberty Street
Cumberland, MD 21502
Tuesday, February 17, 2026; 5:00 pm

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

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Chief Adams; and Mark Gandolfi; Comptroller.

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

I. COMPREHENSIVE PLAN UPDATE (VIA ZOOM WITH JAMIE KENDRICK OF WOODVALLEY STRATEGIES)

Mr. Silka advised that the update is for the Mayor and City Council, and the public hearing will be held at the Planning Commission meeting on February 26, 2026.

Jamie initiated the discussion with a presentation, noting that the State requires a plan every ten years. Staff interviews for data collection and a review of the previous plan were conducted, along with a neighborhood analysis.

Accomplishments since 2013 include:

- Water and Sewer upgrades
- Various infrastructure upgrades
- Reopening of the Baltimore Street bridge
- 40 acres of green space on Messick Rd and MD 51
- More than 100 blighted properties demolished
- Home development at the former Allegany High School

Citywide Key Projects require partnerships at the local, state, and federal levels, and over the next two decades, 10 projects could define Cumberland's economy. Those projects include:

- Reconstruction of the I-68 Viaduct
- Rolling Mill
- Village Crossing at Campobello
- Messick Road Infrastructure Are
- Redevelopment of Memorial Hospital Site
- Virginia Avenue Main Street

A comprehensive approach to address housing needs would include code enforcement, acquire blighted properties, and offer tax incentives. Issues that still need to be addressed are supportive services for low-income and/or homeless individuals, aging housing stock, and a lack of new market-rate houses being produced, an issue that will deter growing families and contribute to long-term growth.

The City's Role in Future Housing & Development include outsource housing, re-establish the Cumberland Housing Alliance, and empower non-profit organizations. *(See Handout for Areas of Opportunity)*

The 2024 Historic Preservation Plan is a tool for leveraging preservation in Cumberland through the rehabilitation and adaptive reuse of historic buildings to create attainable housing, promote tourism, protect resources, and maintain character. *(See Handout for Areas of Opportunity)*

Jamie reviewed the sectors of Cumberland and pointed out areas of opportunities and needs for the area. (*See handout for areas of Opportunity)*

The southeast sector of Cumberland includes a diverse mix of residential, commercial, and industrial spaces bound by Industrial Blvd., Williams Street, and Oldtown Road. In 2022, the Messick Road Industrial Area was developed to generate interest in development. A recently vacated Big Lots facility creates an opportunity for residential redevelopment.

The Northeast sector is centered around Willowbrook Road and Williams Street, with a southern border along I-68 and the eastern portions, including Decatur Heights and Baltimore Avenue.

Infrastructure, Community Facilities & Public Services Areas of opportunity include:

- Roads and bridges
- Wastewater
- Stormwater Management and Flood Control
- Police & Fire Emergency Services
- Schools & Libraries

II. PRESENTATION OF THE FY25 AUDIT RESULTS

Mark Gandolfi distributed the FY25 Audit results and noted that there were no findings or deficiencies. In January, the bond rating was reaffirmed to AA- the highest in over 20 years. The report shows fixed ratings over the past 20 years.

The General Fund unassigned balance exceeds the 25% goal for expenditures at 32%. In 2021, we had $3.2M in ARPA funds upon receipt, and by the end of FY25, $9.6M will be available.

Debt declined by $0.5M to end FY25, but the goal is to reduce it further. All ARPA funds were expended, $19.6M was received, and over $1.040.788.000 in interest was earned on those funds. The detailed report lists investments and completed projects funded by those funds (see handout).

Sewer and cash funds remained stable; cash declined due to the AES closure. It is anticipated that, in 2026, the DDC would not require General Fund Assistance.

III. UPDATES FROM THE FIRE CHIEF ON THE SWITCH FROM NFRIS TO NERIS FOR FIRE REPORTING

Chief Adams advised that the Federal Government implement the NEFRS (National Emergency Response Information System). The new system codes incidents differently from the old system in use. He reviewed a few examples and explained how they are now coded. A detailed report can be provided and broken down into categories if needed.

IV. CITY ADMINISTRATOR UPDATES

Mr. Silka advised that new City logos will be updated based on budget funds, and that all logos throughout the City should be converted by next year.

Interviews continue for the Historic Planner position. The position has been released on new platforms.

V. REVIEW OF THE PUBLIC MEETING AGENDA OF FEBRUARY 17, 2026

Mr. Silka referred to Order No. 1, which outlines concrete spending with specific vendors. Due to fluctuating prices, the order needs to be modified to reflect current prices.

VI. MAYOR AND CITY COUNCIL UPDATES

Mayor Morriss attended the District 1 & 2 Consolidated Meeting in Annapolis and spoke with the Chairman of the budget subcommittee.

With no further business at hand, the meeting adjourned at 5:50 p.m.

Respectfully Submitted,

Allison K. Layton_________________________
City Clerk

Minutes approved on________________________

Mayor and City Council Of Cumberland

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

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

MINUTES

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

DATE: February 17, 2026

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

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

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

IV. Statement of the Closed Meeting

On February 10, 2026, the Mayor and City Council of Cumberland met in public session beginning at 4:00 p.m. in the 2nd floor Conference Room of City Hall for the purpose of immediately closing the meeting to consider proposals for the location, expansion or retention of particular businesses at the Messick Road and Memorial Hospital sites and a potential proposal for a business incubator. Authority to close the session is provided by Section 3-305(b)(4) of the General Provisions Article of the Annotated Code of Maryland.

On February 17, 2026, the Mayor and City Council met in public session beginning at 4:00 p.m. in the 2nd floor Conference Room of City Hall for the purpose of immediately closing the meeting to A) discuss personnel matters relating to the recruitment of the Fire Chief position; B) discuss the acquisition of real property for a public purpose and matters directly related to the acquisition; C) to seek advice from the City Solicitor regarding the Rules and Regulations for the Governance of the Mayor and City Council of Cumberland and to discuss potential changes to their terms; and D) discuss a settlement prior to potential litigation pertaining to a dispute over the amounts owed for utilities from a particular customer. Authority to close the session is provided by Sections 3-305(b)(1)(i), (b)(3), (b)(7) and (b)(8) of the General Provisions Article of the Annotated Code of Maryland.

IV. Directors Reports

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

(A) Administrative Services

1. Administrative Services Monthly Report for January 2026

(B) Public Works

1. Maintenance Division Monthly Report for January 2026

(C) Fire

1. Fire Department Monthly Report for January 2026

(D) Police

1. Police Department Monthly Report for January 2026

(E) Utilities – Flood, Water, Sewer

1. Utilities Division Monthly Report for January 2026

V. Approval of Minutes

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

1. Approving the Closed Work Session Minutes, Open Work Session Minutes and Regular Session Minutes of February 3, 2026, and the Closed Work Session Minutes of February 10, 2026.

VI. Public Comments for Agenda Items Only

All public comments are limited to 5 minutes per person.

No comments were received

VII. New Business

(A) Resolution

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

1. R2026-01 - (*1 reading only*) - A resolution authorizing and empowering the Mayor and City Council of Cumberland to issue, sell and deliver a general obligation installment bond in original principal amount not to exceed $7,358,958, the proceeds of the sale to be used and applied for the public purpose of financing or reimbursing costs of public projects

(B) Orders (Consent Agenda)

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

1. Order 27,955 - amending Order No. 27,809, originally approved on August 6, 2025, to remove the previously approved price per yard for each of the vendors due to market fluctuations for the purchase of Concrete Material, with any purchases competitively based on best price and product availability at the time of need; and holding the not to exceed amount at $100,000.00, expiring as of June 30, 2026

2. Order 27,956 - authorizing naming opportunities for the trees in the Main Street district under the guidelines that a naming opportunity is $500 and lasts for the life of the tree, with the proceeds being utilized exclusively to support the care and maintenance of the trees, seasonal plantings and landscaping on Baltimore Street and the Liberty Street and CBIZ Plazas

3. Order 27,957 - accepting an FY25 Program Open Space grant from the Maryland Department of Natural Resources Board of Public Works in the amount not to exceed $30,000 to be used for Gene Mason Sports Complex park upgrades

4. Order 27,958 - authorizing the City Administrator to execute a Deed reverting the real property and improvements thereon located at 102-104-106 Altamont Terrace from Abiye S. Williams to the Mayor and City Council of Cumberland as permitted by deed dated January 16, 2024 (Allegany County Land Records Book 2946, Page 230) whereby the obligations set forth have failed to be fulfilled and Williams has not satisfied the requirements of the Deed of transfer of said property

5. Order 27,959 - instituting a fee structure for City of Cumberland Right of Way (Dumpster) Permits, broken down into Rights of Way not controlled by parking fees or time restrictions at a fee of $25 per week, $100 per month and no charge for a one day Right of Way Occupation permit; and for Rights of Way within a fee-controlled parking space or time-controlled space, the daily permit fee shall be $8/day, $40/week and $160 month, effective April 1, 2026

6. Order 27,960 - accepting the bid from Main Line Commercial Pools for a replacement liner to the pool and wading pool (City Project 2025-24-RECR), in the amount not to exceed $329,000

Public Comments

Russell Shorto – inquired of the progress with the Washington Street bridge based on the emails the neighborhood association received between the City and CSX. His concern is the seriousness of removing two blocks of Washington Street.

Mayor Morriss advised that continued negotiations with CSX for the Cumberland, Fayette, and Washington Street bridges are in progress however, CSX is firm on the clearance of 21'.9" height. He affirmed that the City is not interested in removing any properties.

John Read – signed up but not present to speak

VIII. Adjournment

With no further business at hand, the meeting adjourned at 6:38 p.m.

Minutes approved on____________________

Raymond M. Morriss, Mayor ____________________________

ATTEST: Allison K. Layton, City Clerk ______________________________

File Attachments for Item:

. R2026-02 (*1 reading only*) - a Resolution to accept the Planning Commission's recommendation and adopt the 2026 Comprehensive Plan for the City of Cumberland

City of Cumberland
- Maryland -
RESOLUTION

RESOLUTION NO. **R2026-02**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND MARYLAND TO ADOPT THE 20256COMPREHENSIVE PLAN IN ACCORDANCE WITH THE PROVISIONS OF THE LAND USE ARTICLE OF THE ANNOTATED CODE OF MARYLAND

WHEREAS, the Land Use Article of the Annotated Code of Maryland authorizes and empowers municipalities to make, adopt and amend comprehensive plans for the general purpose of guiding and accomplishing coordinated, adjusted, and harmonious development; and

WHEREAS, the Comprehensive Plan for the City of Cumberland, Maryland is a policy guide to govern future physical development within the City of Cumberland; and

WHEREAS, The City of Cumberland last adopted its Comprehensive Plan in July of 2013; and

WHEREAS, in October 2024, the City of Cumberland engaged Woodvalley Community Strategies to assist staff in developing the 2026 Comprehensive Plan update for the City of Cumberland; and

WHEREAS, Woodvalley Community Strategies held numerous public and stakeholder engagement meetings for the development of the plan. There were three public meetings: July 28, 2025, August 24, 2025, and August 28, 2025. The Planning Commission of the City of Cumberland on October 27, 2025 held a meeting to preliminarily approve the plan and release it for comments; and

WHEREAS, the Plan addresses the required principles of:

- Land
- Transportation
- Housing
- Economy
- Equity
- Resilience
- Place
- Ecology

WHEREAS, the City of Cumberland released the plan for the sixty (60) day public review and comment period by posting it on the City website and providing hard copy at City Hall. The City also distributed copies, per the Land Use Article of the Annotated Code of Maryland, to the required outside agencies; and

WHEREAS, The Mayor and City Council was provided an overview of the 2026 Comprehensive Plan at their Work Session on February 6, 2026; and

WHEREAS, the City of Cumberland Planning Commission held a public hearing on February 23, 2026. The Planning Commission passed a motion to recommend that 2026 Comprehensive Plan to the Mayor and City Council for approval; and

WHEREAS, the Mayor and City Council of Cumberland Maryland determined that it is in the public interest that the new Plan recommended by the Planning Commission be adopted as the Comprehensive Plan for the City of Cumberland.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND THAT;

1. The 2026 updated plan be known as the "Cumberland Comprehensive Plan 2045" be adopted; and
2. This resolution be made part of the plan and printed within the plan.

Given under our Hands and Seals this 3rd day of March, 2026, with the Corporate Seal of the City of Cumberland hereto attached, duly attested by the City Clerk.

Attest:

Mayor and City Council
Of Cumberland

Allison K. Layton
City Clerk

Raymond M. Morriss
Mayor

CITY OF CUMBERLAND
Maryland
DEPARTMENT OF COMMUNITY DEVELOPMENT

MAYOR
RAYMOND M. MORRISS
COUNCIL
RICHARD J. CIONI, JR
EUGENE T. FRAZIER
JAMES L. FURSTENBERG, III
BRIAN R. LEPLEY

CITY ADMINISTRATOR
JEFFREY F. SILKA, ICMA-CM
DIRECTOR OF ADMIN SERVICES
KEN TRESSLER
CODE COMPLIANCE MANAGER
KEVIN R. THACKER

February 24, 2026

Dear Mayor & City Council,

On February 23, 2026 the Planning Commission met at 4:30 pm in the council chambers to review the final version of the 2045 Comprehensive Plan for the City of Cumberland. Jamie Kendrick of Wood Valley Strategies presented the final plan to the commission for review. After his presentation and comments from the public, we are pleased to announce we approved the plan as submitted. On behalf of the Planning Commission, we present this letter of approval to you.

"Pursuant to Article 3-202 of the Land Use Article of the Maryland Code, that the Planning Commission approve the 2045 Comprehensive Plan and recommends to the City Council that it be adopted".

Sincerely,

John Jacobs

John Jacobs
Planning Commission Chairman

57 N. LIBERTY STREET, CUMBERLAND, MD 21502
PHONE (301) 722-2000 | FAX (301) 759-6438 | TDD (800) 735-2258 **WWW.CUMBERLANDMD.GOV**

File Attachments for Item:

. Ordinance 4040 (*1st reading*) - authorizing the transfer of 229 Columbia Street to Mark Thrasher for the purchase price of $16,500

ORDINANCE NO. 4040

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF MARK THRASHER, FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 229 COLUMBIA 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 229 Columbia Street, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 27,941, passed by the Mayor and City Council on January 20, 2026;

WHEREAS, the Property was included in the Surplus Round 11 solicitation for bids for the purchase of the Property;

WHEREAS, the City has received a bid for the purchase of the Property from Mark Thrasher (the "Purchaser") for the sum of Sixteen Thousand Five Hundred Dollars and No Cents ($16,500.00), 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 Sixteen Thousand Five Hundred Dollars and No Cents ($16,500.00) 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, which is in substantially the same form as the Exhibit A attached hereto;

B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;

C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.

D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashier's check or money order. A total of three (3) personal checks/cashier's checks/money orders must be presented to the City Clerk.

   i. $60.00 deed recordation fee made payable to "Circuit Court for Allegany County".

   ii. The purchase price, pro-rated City real estate taxes and $100.00 deed recordation service fee made payable "City of Cumberland".

   iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".

E. Cash will not be accepted. Improperly remitted payments will be returned.

F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of the Purchaser's bid unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

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

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

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

Passed this _______ day of _______________, 2026.

____
Raymond M. Morriss, Mayor

ATTEST:

____
Allison Layton, City Clerk

EXHIBIT A

QUITCLAIM DEED

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

WITNESSETH:

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

ALL

BEGINNING

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

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

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

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

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL
OF CUMBERLAND

______________________________ **By:___________________________________(SEAL)**
Allison Layton, City Clerk **Raymond M. Morriss, Mayor**

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

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

WITNESS my hand and Notarial Seal.

____
NOTARY PUBLIC

My Commission Expires: _______________________

ATTORNEY CERTIFICATION

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

____
MICHAEL SCOTT COHEN

Subject Property

______
____, Cumberland, MD 21502
Tax ID No.:

File Attachments for Item:

. Ordinance 4041 (*1st reading*) - authorizing the transfer of 404 Furnace Street to Walcott Investments LLC for the purchase price of $300

ORDINANCE NO. 4041

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF WALCOTT INVESTMENTS, LLC FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 404 FURNACE 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 404 Furnace Street, Cumberland, MD 21502 (the "Property");

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

WHEREAS, the Property was included in the Surplus Round 11 solicitation for bids for the purchase of the Property;

WHEREAS, the City has received a bid for the purchase of the Property from Walcott Investments, LLC (the "Purchaser") for the sum of Three Hundred Dollars and No Cents ($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 and No Cents ($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, which is in substantially the same form as the Exhibit A attached hereto;

B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;

C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.

D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashier's check or money order. A total of three (3) personal checks/cashier's checks/money orders must be presented to the City Clerk.

   i. $60.00 deed recordation fee made payable to "Circuit Court for Allegany County".

   ii. The purchase price, pro-rated City real estate taxes and $100.00 deed recordation service fee made payable "City of Cumberland".

   iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".

E. Cash will not be accepted. Improperly remitted payments will be returned.

F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of the Purchaser's bid unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

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

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

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

Passed this _______ day of _______________, 2026.

____
Raymond M. Morriss, Mayor

ATTEST:

____
Allison Layton, City Clerk

EXHIBIT A

QUITCLAIM DEED

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

WITNESSETH:

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

ALL

BEGINNING

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

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

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

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

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL
OF CUMBERLAND

_____________________________ **By:________________________________(SEAL)**
Allison Layton, City Clerk **Raymond M. Morriss, Mayor**

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

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

WITNESS my hand and Notarial Seal.

____
NOTARY PUBLIC

My Commission Expires: _____________________

ATTORNEY CERTIFICATION

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

____
MICHAEL SCOTT COHEN

Subject Property

______
____, Cumberland, MD 21502
Tax ID No.:

File Attachments for Item:

. Ordinance 4042 (*1st reading*) - authorizing the transfer of 413 Broadway and 417 Broadway Street to Tamara Lynn Siebert for the purchase price of $300

ORDINANCE NO. 4042

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF TAMARA LYNN SIEBERT FOR THE PURCHASE OF THE PARCELS OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 413 BROADWAY STREET AND 417 BROADWAY 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 413 Broadway Street and 417 Broadway Street, Cumberland, MD 21502 (the "Properties");

WHEREAS, the Properties were declared surplus under the terms of Order No. 27,941, passed by the Mayor and City Council on January 20, 2026 and Order No. 26,899, passed by the Mayor and City Council on November 2, 2021;

WHEREAS, the Properties were included in the Surplus Round 11 solicitation for bids for the purchase of the Properties;

WHEREAS, the City has received a bid for the purchase of the Properties from Tamara Siebert (the "Purchaser") for the sum of Three Hundred Dollars and No Cents ($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 Properties for the sum of Three Hundred Dollars and No Cents ($300.00) subject to the following terms and conditions:

A. The Properties will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties or representations of any kind, which is in substantially the same form as the Exhibit A attached hereto;

B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;

C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.

D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashier's check or money order. A total of three (3) personal checks/cashier's checks/money orders must be presented to the City Clerk.

   i. $60.00 deed recordation fee made payable to "Circuit Court for Allegany County".

   ii. The purchase price, pro-rated City real estate taxes and $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 _______________, 2026.

____
Raymond M. Morriss, Mayor

ATTEST:

____
Allison Layton, City Clerk

EXHIBIT A

QUITCLAIM DEED

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

WITNESSETH:

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

ALL

BEGINNING

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

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

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

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

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL
OF CUMBERLAND

______________________________ **By:_________________________________(SEAL)**
Allison Layton, City Clerk **Raymond M. Morriss, Mayor**

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

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

WITNESS my hand and Notarial Seal.

____
NOTARY PUBLIC

My Commission Expires: ______________________

ATTORNEY CERTIFICATION

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

____
MICHAEL SCOTT COHEN

Subject Property

______
____, Cumberland, MD 21502
Tax ID No.:

File Attachments for Item:

. Ordinance 4043 (*1st reading*) - authorizing the transfer of 445 Waverly Terrace to Leo Rhodes III and Felicia Rhodes for the purchase price of $500

ORDINANCE NO. 4043

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF LEO RHODES III AND FELICIA RHODES FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 445 WAVERLY TERRACE, 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 445 Waverly, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 27,578, passed by the Mayor and City Council on October 1, 2024;

WHEREAS, the Property was included in the Surplus Round 11 solicitation for bids for the purchase of the Property;

WHEREAS, the City has received a bid for the purchase of the Property from Leo Rhodes III and Felicia Rhodes (the "Purchaser") for the sum of Five Hundred Dollars and No Cents ($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 and No Cents ($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, which is in substantially the same form as the Exhibit A attached hereto;

B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;

C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.

D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashier's check or money order. A total of three (3) personal checks/cashier's checks/money orders must be presented to the City Clerk.

   i. $60.00 deed recordation fee made payable to "Circuit Court for Allegany County".

   ii. The purchase price, pro-rated City real estate taxes and $100.00 deed recordation service fee made payable "City of Cumberland".

   iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".

E. Cash will not be accepted. Improperly remitted payments will be returned.

F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of the Purchaser's bid unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

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

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

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

Passed this _______ day of _______________, 2026.

____
Raymond M. Morriss, Mayor

ATTEST:

____
Allison Layton, City Clerk

EXHIBIT A

<u>QUITCLAIM DEED</u>

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

<u>WITNESSETH</u>:

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

ALL

BEGINNING

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

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

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

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

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL
OF CUMBERLAND

_____________________________ **By:_________________________________(SEAL)**
Allison Layton, City Clerk **Raymond M. Morriss, Mayor**

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

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

WITNESS my hand and Notarial Seal.

____
NOTARY PUBLIC

My Commission Expires: _____________________

ATTORNEY CERTIFICATION

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

____
MICHAEL SCOTT COHEN

Subject Property

______
____, Cumberland, MD 21502
Tax ID No.:

File Attachments for Item:

. Ordinance 4044 (*1st reading*) - authorizing the transfer of 414 Goethe Street to Rolando Alas for the purchase price of $400

ORDINANCE NO. 4044

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF ROLANDO ALAS FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 414 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 414 Goethe Street, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 27,468, passed by the Mayor and City Council on May 21, 2024;

WHEREAS, the Property was included in the Surplus Round 11 solicitation for bids for the purchase of the Property;

WHEREAS, the City has received a bid for the purchase of the Property from Rolando Alas (the "Purchaser") for the sum of Four Hundred Dollars and No Cents ($400.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Four Hundred Dollars and No Cents ($400.00) subject to the following terms and conditions:

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

B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;

C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.

D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashier’s check or money order. A total of three (3) personal checks/cashier’s checks/money orders must be presented to the City Clerk.

   i. $60.00 deed recordation fee made payable to “Circuit Court for Allegany County”.

   ii. The purchase price, pro-rated City real estate taxes and $100.00 deed recordation service fee made payable “City of Cumberland”.

   iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to “Allegany County”.

E. Cash will not be accepted. Improperly remitted payments will be returned.

F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of the Purchaser’s bid unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

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

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

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

Passed this _______ day of _______________, 2026.

____
Raymond M. Morriss, Mayor

ATTEST:

____
Allison Layton, City Clerk

EXHIBIT A

QUITCLAIM DEED

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

WITNESSETH:

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

ALL

BEGINNING

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

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

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

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

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

______________________________ **By:**_______________________________**(SEAL)**

Allison Layton, City Clerk **Raymond M. Morriss, Mayor**

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

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

WITNESS my hand and Notarial Seal.

____
NOTARY PUBLIC

My Commission Expires: ____________________

ATTORNEY CERTIFICATION

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

____
MICHAEL SCOTT COHEN

Subject Property

______
____, Cumberland, MD 21502
Tax ID No.:

File Attachments for Item:

. Ordinance 4045 (*1st reading*) - authorizing the Mayor and City Council of Cumberland to issue and sell one or more series of general obligation bonds and general obligation bond anticipation notes, each in an aggregate principal amount not to exceed $2,447,352 for the public purpose of financing, reimbursing or refinancing costs of a project generally referred to as Evitts Creek CO P-4

ORDINANCE NO. 4045

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED

AN ORDINANCE TO AUTHORIZE AND EMPOWER MAYOR AND CITY COUNCIL OF CUMBERLAND (THE "CITY") TO ISSUE AND SELL FROM TIME TO TIME, UPON ITS FULL FAITH AND CREDIT, ONE OR MORE SERIES OF (1)(A) GENERAL OBLIGATION BONDS AND (B) GENERAL OBLIGATION BOND ANTICIPATION NOTES, EACH IN AN ORIGINAL AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $2,447,352, AND (2) GENERAL OBLIGATION REFUNDING BONDS, PROVIDED THAT THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF ANY SERIES OF REFUNDING BONDS SHALL NOT EXCEED ONE HUNDRED THIRTY PERCENT (130%) OF THE AGGREGATE PRINCIPAL AMOUNT OF THE BONDS REFUNDED THEREFROM, FOR THE PUBLIC PURPOSE OF FINANCING, REIMBURSING OR REFINANCING COSTS OF A PROJECT THAT THE CITY GENERALLY REFERS TO AS "EVITTS CREEK CSO P-4," TOGETHER WITH RELATED COSTS AS PROVIDED HEREIN; DETERMINING THAT ANY SUCH SERIES OF BONDS BE SOLD TO THE MARYLAND WATER INFRASTRUCTURE FINANCING ADMINISTRATION (THE "ADMINISTRATION") BY PRIVATE SALE, WITHOUT PUBLIC BIDDING; AUTHORIZING THE APPROVAL BY RESOLUTION OF ONE OR MORE LOAN AGREEMENTS WITH THE ADMINISTRATION AND, WITH RESPECT TO ANY SUCH LOAN AGREEMENT, ACKNOWLEDGING THE ADMINISTRATION'S RIGHTS THEREUNDER; MAKING A PLEDGE OF CERTAIN REVENUES RECEIVABLE FROM THE STATE OF MARYLAND, AND ACKNOWLEDGING CERTAIN PAYMENT RESPONSIBILITIES OF THE CITY;

<u>Underlining</u> = material added to this Ordinance after introduction
~~Strike-through~~ = material deleted from this Ordinance after introduction

PROVIDING THAT THE MAYOR AND CITY COUNCIL OF THE CITY (THE "MAYOR AND CITY COUNCIL") BY RESOLUTION SHALL DETERMINE OR PROVIDE FOR CERTAIN DETAILS OF ANY SUCH SERIES OF GENERAL OBLIGATION BONDS, BOND ANTICIPATION NOTES OR REFUNDING BONDS (EACH, A "SERIES OF OBLIGATIONS" OR "OBLIGATIONS"), INCLUDING WITH RESPECT TO ANY DEBT SERVICE RESERVE ACCOUNT REQUIRED BY THE ADMINISTRATION WITH RESPECT TO ANY REFUNDING BONDS SOLD TO THE ADMINISTRATION; PROVIDING THAT ANY SUCH SERIES OF GENERAL OBLIGATION BOND ANTICIPATION NOTES OR REFUNDING BONDS WILL BE SOLD BY PRIVATE SALE UNLESS THE MAYOR AND CITY COUNCIL BY RESOLUTION DETERMINES OTHERWISE; PLEDGING THE CITY'S FULL FAITH AND CREDIT AND UNLIMITED TAXING POWER TO PAYMENT OF ANY SUCH ISSUED OBLIGATIONS AND PROVIDING FOR THE IMPOSITION OF AD VALOREM TAXES UPON ALL REAL AND PERSONAL PROPERTY WITHIN THE CITY SUBJECT TO ASSESSMENT FOR UNLIMITED MUNICIPAL TAXATION TO PAY ANY SUCH ISSUED OBLIGATIONS; IDENTIFYING OR PROVIDING FOR THE DETERMINATION OF THE SOURCES FROM WHICH DEBT SERVICE ON ANY SUCH SERIES OF ISSUED OBLIGATIONS WILL BE PAYABLE IN THE FIRST INSTANCE; AUTHORIZING THE MAYOR AND CITY COUNCIL BY RESOLUTION TO PROVIDE FOR POST-CLOSING MODIFICATIONS AFFECTING ANY SERIES OF BONDS OR REFUNDING BONDS ISSUED TO THE ADMINISTRATION; PROVIDING THAT CERTAIN ACTIONS MAY BE TAKEN OR PROVIDED FOR BY RESOLUTION IN CONNECTION WITH THE REISSUANCE OF ANY OF THE OBLIGATIONS;

PROVIDING THAT ANY OBLIGATIONS MAY BE CONSOLIDATED WITH OTHER OBLIGATIONS OF THE CITY; AUTHORIZING OFFICIALS AND EMPLOYEES OF THE CITY TO TAKE CERTAIN ACTIONS IN CONNECTION WITH ANY ISSUED OBLIGATIONS, INCLUDING AS MAY BE DELEGATED BY THE MAYOR AND CITY COUNCIL BY RESOLUTION; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE SHALL BE LIBERALLY CONSTRUED; AND OTHERWISE GENERALLY RELATING TO THE SALE, ISSUANCE, DELIVERY AND PAYMENT OF AND FOR ANY SUCH SERIES OF OBLIGATIONS.

RECITALS

1. Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland and a municipality within the meaning of the Enabling Act, the Bond Anticipation Note Act and the Refunding Act identified below (the "City"), is authorized and empowered by Sections 19-301 to 19-309, inclusive, of the Local Government Article of the Annotated Code of Maryland (the "Enabling Act"), and Sections 81 and 82A of the Charter of the City of Cumberland (the "Charter"), to borrow money for any proper public purpose and to evidence such borrowing by the issuance and sale of its general obligation bonds.

2. The City is undertaking a project generally referred to by it as "Evitts Creek CSO P-4" (or by similar names) (the "Project") that is the fourth phase of a multi-phase project to reduce the frequency and volume of combined sewer overflows (CSOs) and improve the City's sewer infrastructure. The Project involves the repair, rehabilitation or replacement of aging sewer lines to address inflow and infiltration issues. In connection with the Project, the City has undertaken or paid for or will undertake or pay for, as applicable, related study, architectural, engineering, planning, design, document development, bidding, demolition, razing, removal, acquisition,

Underlining = material added to this Ordinance after introduction
~~Strike-through~~ = material deleted from this Ordinance after introduction

construction, improvement, installation, modification, renovation, reconstruction, repair, rehabilitation, replacement, improvement, equipping, inspection, and construction management activities, including with respect to related improvements and appurtenances; to the extent applicable, the acquisition of necessary property rights and equipment; related site and utility improvements; site restoration; contingencies; related financial, legal and administrative expenses; and costs of issuance of any borrowing therefor (collectively, "Costs of the Project" or "Costs").

3. The City has determined to borrow money for the public purpose of financing, reimbursing or refinancing all or a portion of the costs of one or more components of the Costs of the Project by issuing one or more series of its general obligation bonds.

4. Title VI of the Federal Water Pollution Control Act (commonly known as the "Clean Water Act"), as amended by the Water Quality Act of 1987 ("Title VI"), authorizes the United States Environmental Protection Agency (the "EPA") to award grants to qualifying states to establish and capitalize state water pollution control revolving funds ("SRFs") for the purpose of providing loans and certain other forms of financial assistance to finance or refinance, among other things, the construction of publicly-owned wastewater treatment facilities, and the implementation of estuary conservation management plans and nonpoint source management programs.

5. As contemplated by Title VI, the General Assembly of Maryland at its 1988 session enacted the Maryland Water Infrastructure Financing Administration Act (previously known as the Maryland Water Quality Financing Administration Act), codified at Sections 9-1601 through 9-1622, inclusive, of the Environment Article of the Annotated Code of Maryland (the "MWIFA Act"), establishing the Maryland Water Infrastructure Financing Administration (previously known as the Maryland Water Quality Financing Administration, and referred to herein as the

"Administration," including with respect to any successor thereto) and establishing an SRF designated the Maryland Water Quality Revolving Loan Fund (the "SRF Fund") to be maintained and administered by the Administration.

6. The MWIFA Act authorizes the Administration, among other things, to make a loan from the SRF Fund to a "local government" (as defined in the MWIFA Act) for the purpose of financing or refinancing all or a portion of the cost of a "wastewater facility" project (as defined in the MWIFA Act).

7. The City is a "local government" within the meaning of the MWIFA Act, the Project is a "wastewater facility" project within the meaning of the MWIFA Act, and the City has applied to the Administration for a loan or loans from the SRF Fund for purposes of the Project.

8. The MWIFA Act authorizes a local government to issue one or more bonds, notes or other evidences of obligation (each, a "loan obligation" as defined in the MWIFA Act) to evidence its indebtedness under a loan agreement with respect to a loan from the Administration, to sell any such bond, note or other evidence of obligation to the Administration at private sale, without public bidding, and to establish a dedicated source of revenues for repayment of such loan.

9. Pursuant to the authority of the MWIFA Act, the Enabling Act, Sections 81 and 82A of the Charter and any other applicable law, the City has determined to borrow money from the Administration for the public purpose of financing, reimbursing or refinancing Costs of the Project or such components of Costs of the Project as the Administration shall approve.

10. In connection with the issuance and sale of any series of the general obligation bonds contemplated hereby, and pursuant to the MWIFA Act, the City will enter into one or more loan agreements with the Administration.

11. The Administration and the Maryland Board of Public Works have approved MWIFA making two loans to the City for purposes of financing, reimbursing or refinancing Costs of the Project, each such loan to be in a maximum principal amount not to exceed $1,223,676 (for an aggregate loan principal amount not to exceed $2,447,352), with one loan being a "base loan" and the other loan being a "principal forgiveness loan" within the meanings of the Administration's loan programs.

12. As of the date of introduction of this Ordinance, the City and the Administration anticipate that: (i) the base loan will be evidenced by the issuance by the City to the Administration of a series of bonds in the form of a single general obligation installment bond, the interest on which will be excludable from gross income for federal income tax purposes, and (ii) the principal forgiveness loan will be evidenced by the issuance by the City to the Administration of a series of bonds in the form of a single general obligation bond the payment of which is subject to forgiveness as described herein and the interest on which (if any) is includable in gross income for federal income tax purposes; provided that, the final structure of any such financing (including, without limitation, the final original principal amount of any such series of bonds) and the tax status of interest payable on any such series of bonds issued by the City to the Administration shall be determined by the Mayor and City Council of the City (the "Mayor and City Council") by resolution as provided for in applicable State law, the Charter and this Ordinance.

13. Prior to issuing any such series of bonds to the Administration, the City may need to obtain interim financing in order to finance or reimburse Costs of the Project on a timely basis through the issuance of one or more series of its general obligation bond anticipation notes pursuant to the authority of Sections 19-211 to 19-223, inclusive, of the Local Government Article of the Annotated Code of Maryland (the "Bond Anticipation Note Act"), and any other applicable law.

14. Subsequent to the issuance to the Administration of any series of bonds provided for herein, the City may desire to currently refund or advance refund all or a portion of such series of bonds pursuant to the authority of Section 19-207 of the Local Government Article of the Annotated Code of Maryland (the "Refunding Act") and any other applicable law.

15. The City has determined to pledge its full faith and credit and unlimited taxing power to the prompt payment of debt service on any issued series of bonds, bond anticipation notes or refunding bonds contemplated hereby.

16. The City expects to pay the principal of, and interest on, as applicable, any issued bonds, bond anticipation notes or refunding bonds in the first instance from revenues received by the City in connection with the operation of the wastewater system serving the City and surrounding areas, including fees and charges for use of or connection to such system, all to the extent lawfully available for such purpose or, with respect to the Administration, any other dedicated source of revenues agreed to by the City and the Administration and provided for by the Mayor and City Council by resolution.

17. In connection with the issuance of any series of refunding bonds authorized hereby that are issued to the Administration, the Administration may require the City to establish, fund and maintain for a period of time acceptable to the Administration from non-debt sources a debt service reserve account in a manner that satisfies the Administration's debt service coverage requirements.

18. The City, as authorized by the MWIFA Act, may pledge any moneys that the City is entitled to receive from the State of Maryland, including the City's share of the State income tax, to secure its obligations under any loan agreement with the Administration provided for herein.

19. Pursuant to the authority of the Charter, the City shall issue any series of general obligation bonds, bond anticipation notes or refunding bonds authorized hereby in accordance with

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Underlining = material added to this Ordinance after introduction
~~Strike-through~~ = material deleted from this Ordinance after introduction

the terms and conditions provided for in a resolution or resolutions to be adopted by the Mayor and City Council.

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

SECTION 1. (a) The Recitals to this Ordinance are deemed a substantive part of this Ordinance and incorporated by reference herein. Capitalized terms used in this Ordinance and not otherwise defined in the Sections of this Ordinance shall have the meanings given to such terms in the Recitals.

(b) Subject to the provisions of subsection (j) of this Section 1, references in this Ordinance to any official by title shall be deemed to refer (i) to any official authorized under the Charter, the code of ordinances of the City (the "City Code") or other applicable law or authority to act in such titled official's stead in the event of a vacancy in such position or during the absence, disability or unavailability of such titled official, (ii) to any person who has been elected, appointed or designated to fill such position in an acting or interim capacity under the Charter, the City Code or other applicable law or authority, (iii) to any person who serves in a "deputy," "associate" or "assistant" capacity as such an official, provided that the applicable responsibilities, rights or duties referred to herein have been delegated to such deputy, associate or assistant in accordance with the Charter, the City Code or other applicable law or authority, and/or (iv) to the extent an identified official commonly uses another title not provided for in the Charter or the City Code, the official, however known, who is charged under the Charter, the City Code or other applicable law or authority (including this Ordinance) with the applicable responsibilities, rights or duties referred to herein.

(c) References in this Ordinance to the "principal amount" of any of the Bonds, the BANs, the Refunding Bonds or the Obligations (each as defined herein) shall be construed to mean the par amount of such Bonds, BANs, Refunding Bonds or Obligations, as applicable.

(d) References in this Ordinance to the "Project," "Costs of the Project" and "Costs" are intended to include any modifications or amendments to components of the Project as provided for in City budgetary materials or made by other appropriate actions and that are acceptable to the Administration to the extent such modifications or amendments impact Obligations issued to the Administration.

(e) References in this Ordinance to any statutory or legislative authority shall be deemed to refer to such statutory or legislative authority as replaced, supplemented or amended, to the extent applicable.

(f) References in this Ordinance to "officials" of the City shall be construed to also refer to employees of the City where applicable.

(g) To the extent that applicable laws, orders, regulations or other authority allow for signatures of City officials to be made by digital, facsimile, electronic or other means, the provisions of such applicable laws, orders, regulations or other authority allowing signatures to be made in a manner other than manually shall apply to any signatures of City officials provided for in or contemplated by this Ordinance, including on this Ordinance. In addition, this Ordinance may be executed in counterparts.

(h) As of the date of introduction of this Ordinance, the Administration generally refers to the Project as "Evitts Creek CSO Upgrades Phase IV Interceptor Sewer to ECPS." That is the name under which the loans to the City for Costs of the Project were approved by the Maryland Board of Public Works. The City and the Administration may use different names to identify the same Project.

(i) References in this Ordinance to interest on any series of the Obligations being excludable from or includable in gross income for federal income tax purposes shall be construed as referring to the provisions of Section 103 of the Internal Revenue Code of 1986, as amended, and related U.S. Treasury Regulations.

(j) It is the intention of the Mayor and City Council that if the position of the City Clerk is vacant or the incumbent City Clerk is absent, disabled or unavailable at any time the corporate seal of the City is to be impressed on or affixed to any of the Obligations or any related documents, agreements, instruments or certificates, that such impression or affixing of the City seal shall be attested to by the following City officials in the following order of priority: (A) first, by any Assistant City Clerk, (B) second, if no Assistant City Clerk has been appointed or employed or in the absence, disability or unavailability of any incumbent Assistant City Clerk, by the City Administrator, (C) third, if the position of the City Administrator is vacant or in the absence, disability or unavailability of the incumbent City Administrator, by any acting or interim City Administrator designated or appointed in accordance with the Charter, and (D) fourth, if no acting or interim City Administrator has been designated or appointed in accordance with the Charter or such incumbent official is absent, disabled or unavailable, by the Director of Administrative Services; provided that, no such official may both execute any Obligation or related document, agreement, instrument or certificate on behalf of the City and attest to the impression or affixing of the City seal thereon; however, any such official may both execute and attest to the impression or affixing of the City seal on any standard closing certificates.

SECTION 2. Pursuant to the authority of the Enabling Act, the MWIFA Act, Sections 81 and 82A of the Charter and any other applicable law, the City hereby determines to borrow money and incur indebtedness for the public purpose of financing, reimbursing or refinancing any one or more components of Costs of the Project in whole or in part, all to the extent permitted by the Administration. The total Costs of the Project not otherwise payable from other sources is not expected to exceed Two Million Four Hundred Forty-Seven Thousand Three Hundred Fifty-Two Dollars ($2,447,352). In the event the City issues any BANs (as defined in Section 11 hereof) for purposes of financing or reimbursing on an interim basis Costs of the Project, proceeds of any Bonds (as defined in Section 3 hereof) may be applied to prepay, reimburse or pay principal of, premium, if any, and/or interest on such BANS, and any such expenditure shall be considered an expenditure for Costs of the Project.

SECTION 3. (a) To evidence the borrowing and indebtedness authorized in Section 2 of this Ordinance, the City, acting pursuant to the authority of the Enabling Act, the MWIFA Act, Sections 81 and 82A of the Charter and any other applicable law, hereby determines to issue and sell from time to time, upon its full faith and credit, one or more series of its general obligation bonds in an original aggregate principal amount not to exceed Two Million Four Hundred Forty-Seven Thousand Three Hundred Fifty-Two Dollars ($2,447,352) (individually, a "series" of the Bonds and, collectively, the "Bonds"). Each such series may consist of one or more bonds and any bond may be issued in installment form and/or draw-down form. Any such series of the Bonds may be issued in fiscal year 2026 of the City or any future fiscal year. The proceeds of each series of any issued Bonds are hereby appropriated for the purposes outlined or provided for in this Ordinance.

(b) As of the date of introduction of this Ordinance, based on communications between the City and the Administration, the approval of the Maryland Board of Public Works, and preliminary approvals given by the Administration to date, it is anticipated that the City will issue to the Administration one series of the Bonds consisting of a single general obligation installment bond the interest on which is excludable from gross income for federal income tax purposes in the maximum original principal amount not to exceed $1,223,676 and a separate series of the Bonds consisting of a single general obligation bond the principal of which is subject to forgiveness and the interest on which (if any) is includable in gross income for federal income tax purposes in the maximum original principal amount not to exceed $1,223,676. Notwithstanding such current expectation, and with the Administration's consent and any necessary additional approvals of the Maryland Board of Public Works, the Mayor and City Council may determine by resolution (i) to issue to the Administration more than two separate series of the Bonds in a maximum original aggregate principal not to exceed $2,447,352 in order to finance, reimburse or refinance Costs of the Project, and (ii) the tax status of interest payable on each such series of the Bonds.

SECTION 4. Pursuant to the authority of the Enabling Act, the MWIFA Act, Sections 81 and 82A of the Charter and any other applicable law, the City hereby determines to sell each series of the Bonds to the Administration by private sale, without public bidding, in a direct purchase transaction due, in part, to the ability to issue any series of the Bonds as draw-down obligations, the ability to negotiate certain terms with the Administration, the beneficial formulas by which the Administration establishes interest rates on bonds purchased by the Administration, the lower costs of issuance typically incurred with a private sale to the Administration as compared to a public sale at competitive bid or a negotiated underwriting and, to the extent agreed to by the Administration, and the ability to structure one or more series of the Bonds as obligations that are subject to principal forgiveness.

SECTION 5. The proceeds of each series of the Bonds shall be used and applied by the City exclusively and solely for the public purposes described in Section 2 of this Ordinance, unless, with the approval of the Administration, a supplemental ordinance is enacted by the Mayor and City Council to provide for the use and application of such proceeds for some other proper public purpose authorized by the MWIFA Act, subject to the provisions of Section 10 of this Ordinance.

<u>SECTION 6</u>. (a) As required by the MWIFA Act, the City is hereby authorized to enter into one or more loan agreements with the Administration (each, a "Loan Agreement" and collectively, the "Loan Agreements") in connection with any series of the Bonds. The final or substantially final form of each Loan Agreement shall be approved by the Mayor and City Council by resolution and the completion, execution and delivery of each Loan Agreement shall be authorized by the Mayor and City Council by resolution.

(b) The City hereby acknowledges that the provisions of each Loan Agreement may allow for, among other remedies, all payments on any series of the Bonds subject to such Loan Agreement to be declared immediately due and payable upon the occurrence of any event of default provided for in such Loan Agreement.

<u>SECTION 7</u>. As authorized by Section 9-1606(d) of the MWIFA Act, and contingent upon the issuance of any Bonds or Refunding Bonds to the Administration, the City hereby pledges any moneys that the City is entitled to receive from the State of Maryland, including the City's share of the State income tax, to secure its obligations under any Loan Agreement. Any such pledge may be evidenced and detailed in any applicable Loan Agreement.

<u>SECTION 8</u>. Pursuant to the authority of the Enabling Act, Sections 81 and 82A of the Charter, and any other applicable law, the Mayor and City Council, prior to the issuance, sale and delivery to the Administration of any series of the Bonds, shall adopt a resolution or resolutions specifying, prescribing, determining or providing for the determination of, providing for, or approving or providing for the approval of, the types of matters, details, forms (including, without limitation, the form or substantially final form of the Bonds of such series), documents or procedures as may be required by the Enabling Act, the MWIFA Act, the Charter, other applicable law or this Ordinance or as the Mayor and City Council may deem appropriate for the authorization, sale, security, issuance,

delivery, payment or prepayment of or for such series of the Bonds. A resolution shall or may set forth, determine or provide for the determination of, provide for, or approve or provide for the approval of, among other things, as applicable, the original aggregate principal amount of such series of the Bonds; the designation of such series of the Bonds; the denomination or denominations of such series of the Bonds; the maturity or maturities of such series of the Bonds; the principal installment or installments, or the method of determining the principal installment or installments, payable on such series of the Bonds; the rate or rates of interest, or the method of determining the rate or rates of interest, which may be fixed or variable (and which may include a rate of zero percent (0.0%)), payable on such series of the Bonds; provisions relating to the payment of any late fees or penalties with respect to such series of the Bonds; the components of the Costs of the Project on which proceeds of such series will be expended, if limited in any way; provisions for the further appropriation and disposal of such proceeds; provisions relating to the prepayment of such series of the Bonds, if applicable; provisions for the application of unexpended proceeds of such series of the Bonds; provisions relating to the sale to the Administration of such series of the Bonds by private sale, without public bidding; provisions relating to the principal forgiveness of such series of the Bonds, if applicable; the identification of any dedicated sources of revenue required by the Administration pursuant to the MWIFA Act; certifications, representations, determinations, designations or elections relating to the tax-exempt status of interest payable on such series of the Bonds, if applicable; and all other terms and conditions upon which such series of the Bonds will be issued, sold and delivered. By resolution the Mayor and City Council may delegate to one or more City officials the authority to make any determinations, approvals or decisions contemplated by this Section 8 with respect to a series of the Bonds. Any resolution may specify, prescribe, determine or provide for the determination of, or approve or provide for the approval of, the details required or authorized by this Section 8 for more than one series of the Bonds.

SECTION 9. The City is hereby authorized and directed to pay any fees or costs provided for in any Loan Agreement that are not payable from proceeds of the Bonds, including, without limitation, any administrative fees and any ongoing fees or costs. The obligation of the City to pay such amounts shall be absolute and unconditional as further provided in any Loan Agreement.

SECTION 10. Notwithstanding anything to the contrary contained in this Ordinance, the City shall use and apply proceeds of each issued series of the Bonds only as permitted by the related Loan Agreement, the Clean Water Act (as defined in such Loan Agreement) and the MWIFA Act (which may be referred to in each Loan Agreement as the "Act").

SECTION 11. (a) Pursuant to the authority of the Bond Anticipation Note Act, the Enabling Act, Sections 81 and 82A of the Charter and any other applicable law, the City may issue and sell from time to time, upon its full faith and credit, one or more series of its general obligation bond anticipation notes in an original aggregate principal amount not to exceed Two Million Four Hundred Forty-Seven Thousand Three Hundred Fifty-Two Dollars ($2,447,352) (each, a "series" of the BANs and, collectively, the "BANs") prior to and in anticipation of the sale of any series of the Bonds in order to finance or reimburse Costs of the Project on an interim basis, including paying costs of issuance and capitalized interest on such series of the BANs within the limitations of the Bond Anticipation Note Act; provided that the original aggregate principal amount of all series of the BANs issued to finance or reimburse Costs of the Project shall not exceed $2,447,352. Any such series of the BANs may consist of one or more notes and any note may be issued in installment form and/or draw-down form. Prior to the issuance, sale and delivery of any series of the BANs, the Mayor and City Council shall adopt a resolution or resolutions pursuant to the authority of the Bond Anticipation

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~~Strike-through~~ = material deleted from this Ordinance after introduction

Note Act, any other applicable law and this Ordinance authorizing such series of the BANs and specifying, prescribing, determining or providing for the determination of, or approving or providing for the approval of, the same types of matters, details, forms, documents, procedures or determinations detailed in Section 8 hereof that may be made or addressed with respect to any series of the Bonds, to the extent applicable with respect to such series of the BANs, and as otherwise may be authorized or required by applicable law. Unless the Mayor and City Council determines otherwise in a resolution providing for any series of the BANs, pursuant to the authority of the Bond Anticipation Note Act, each series of the BANs shall be sold by private sale (including, without limitation, through a direct purchase transaction). Any such sale by private sale is hereby determined to be in the public interest due to the ability to time the market, negotiate with potential purchasers and thereby achieve a beneficial interest rate or rates and other beneficial terms by undertaking a private (negotiated) sale, and, with respect to a private sale that involves a direct purchase transaction, the lower costs of issuance typically incurred with such method of private sale as compared to a negotiated underwriting or a public sale at competitive bid. By resolution the Mayor and City Council may delegate to one or more City officials the authority to make any determinations, approvals or decisions with respect to a series of the BANs. Any resolution may specify, prescribe, determine or provide for the determination of, provide for, or approve or provide for the approval of, the details required or authorized by this Section 11 for more than one series of the BANs. Any such series of the BANs may be issued in fiscal year 2026 of the City or any future fiscal year. The proceeds of each series of any issued BANs are hereby appropriated for the purposes outlined or provided for in this Ordinance.

(b) The City hereby covenants (i) to pay from the proceeds of the corresponding series of the Bonds the principal of any series of the BANs actually issued, (ii) to the extent that interest on any issued series of the BANs is not paid from proceeds of such series of the BANs, to pay the interest on such series of the BANs, and (iii) to issue the applicable series of the Bonds as soon as there is no longer a reason for deferring its issuance. This covenant shall not be construed to prevent the City from paying principal of and/or interest on any issued series of the BANs from sources of funds other than proceeds of the Bonds, to the extent such other proceeds are available for such purpose.

(c) As authorized by the Bond Anticipation Note Act, by resolution the Mayor and City Council may provide for the renewal of any issued series of the BANs at maturity with or without resale, as well as any amendments of, modifications to or replacements of such series of the BANs and any related documentation.

SECTION 12. (a) Pursuant to the authority of the Enabling Act, the Refunding Act, Sections 81 and 82A of the Charter and any other applicable law, the City is hereby authorized and empowered to issue and sell from time to time, upon its full faith and credit, one or more series of general obligation bonds (each, a "series" of the Refunding Bonds and, collectively, the "Refunding Bonds") for the purpose of currently refunding or advance refunding any of the Bonds issued pursuant to the authority of this Ordinance then outstanding, including prepaying or paying all or any portion of outstanding principal, prepayment premium and/or interest accrued or to accrue to the date of prepayment, purchase or maturity of the Bonds to be refunded, and paying costs and expenses in connection with the issuance, sale and delivery of such series of the Refunding Bonds, and, to the extent determined by the Mayor and City Council by resolution, interest on such series of the Refunding Bonds, for the public purpose of (A) realizing a savings in the total cost of debt service on a direct comparison or present value basis or (B) debt restructuring that is permitted by applicable law; provided that, the original aggregate principal amount of any such series of the Refunding Bonds may not exceed one hundred thirty percent (130%) of the aggregate principal amount of the Bonds refunded therefrom. Any such series of the Refunding Bonds may consist of one or more bonds and any bond may be issued in installment form and/or draw-down form. Prior to the issuance, sale and delivery of any series of the Refunding Bonds, the Mayor and City Council shall adopt a resolution or resolutions authorizing such series of the Refunding Bonds and specifying, prescribing, determining or providing for the determination of, or approving or providing for the approval of, the same types of matters, details, forms, documents, procedures or determinations detailed in Section 8 hereof that may be made or addressed with respect to each series of the Bonds, to the extent applicable with respect to such series of the Refunding Bonds, and as otherwise may be authorized or required by applicable law, including the purposes of the Refunding Act to be served by undertaking such refunding. Unless the Mayor and City Council determines otherwise in a resolution providing for any series of the Refunding Bonds, pursuant to the authority of the Refunding Act, each series of the Refunding Bonds shall be sold at a private sale, without soliciting bids (including, without limitation, through a direct purchase transaction). Any such sale on a private basis is hereby determined to be in the public interest due to the ability to time the market, negotiate with potential purchasers and thereby achieve a beneficial interest rate or rates and other beneficial terms (including restructuring terms, if applicable) by undertaking a private sale and, with respect to a private sale that involves a direct purchase transaction, the lower costs of issuance typically incurred with such method of private sale as compared to a negotiated underwriting or a public sale at competitive bid. By resolution the Mayor and City Council may delegate to one or more City officials the authority to make any determinations, approvals or decisions with respect to a series of the Refunding Bonds. Any resolution may specify, prescribe, determine or provide for the determination of, provide for, or approve or provide for the approval of, the details required or authorized by this Section 12 for more than one series of the Refunding Bonds. Any such series of the Refunding Bonds may be issued in any fiscal year of the

City. The proceeds of each series of any issued Refunding Bonds are hereby appropriated for the purposes outlined or provided for in this Ordinance.

(b) In the event any series of the Refunding Bonds is sold to the Administration and the Administration requires the City establish a debt service reserve account to be funded from sources other than proceeds of such series of issued Refunding Bonds in order to provide security for such series of the Refunding Bonds as a condition to the issuance of such series of the Refunding Bonds, provisions relating to the establishment, funding and maintenance of such debt service reserve account (including, without limitation, increases or decreases in the amount to be retained in such account and replenishment of such account) and the investment and application of moneys held in such debt service reserve account shall be determined, approved or provided for by resolution (unless pursuant to then-applicable law an ordinance is required), and any such debt service reserve account may be identified in the applicable Loan Agreement as a dedicated source of revenues contemplated by the MWIFA Act.

(c) To the extent any series of the Refunding Bonds is sold to the Administration, the Mayor and City Council by resolution may specify, prescribe, determine or provide for the determination of, approve or provide for the approval of any determinations contemplated by this Ordinance that may be made with respect to any series of the Bonds, including, without limitation, entry into a new loan agreement with the Administration (in which case the provisions of this Ordinance pertaining to any Loan Agreement entered into in connection with a series of the Bonds shall apply to any new loan agreement entered into with the Administration in connection with any series of the Refunding Bonds) or any modification to an existing Loan Agreement, as applicable, provisions for the potential forgiveness of any such series of the Refunding Bonds, a pledge of the City's right to receive revenues from the State in the nature referred to in Section 7 above, the obligation of the City to pay any administrative fees or ongoing fees and expenses in the nature of those referred to in Section 9 above, and the identification of any source of dedicated revenues.

SECTION 13. The Mayor and City Council is hereby authorized, by resolution, to make any further determinations or approvals or provide for any matters or actions deemed necessary or desirable in connection with the issuance of any series of the BANs or the Refunding Bonds, including, without limitation, (i) any determination authorized by the Bond Anticipation Note Act or the Refunding Act, as applicable, (ii) to commit or provide for the commitment of the City to pay to the purchaser or purchasers of any series of the BANs or the Refunding Bonds (A) any commitment fee or similar fee and any legal costs in connection with such purchaser's or purchasers' agreement to purchase such series of the BANs or the Refunding Bonds and/or (B) any breakage compensation or other amount that may be determined to be due to such purchaser or purchasers in the event the City fails to deliver such series of the BANs or the Refunding Bonds and, in connection therewith, to approve or provide for the approval of, and the execution and delivery of, any agreement relating to such payment or payments (which such agreement may, but shall not be required to be, contained within any purchase or similar agreement for such series of the BANs or the Refunding Bonds), and (iii) to approve or provide for any offering documents, credit enhancement, liquidity enhancement, ratings, or continuing disclosure undertakings relating to such series of the BANs or the Refunding Bonds.

SECTION 14. (a) The full faith and credit and unlimited taxing power of the City are hereby pledged to the prompt payment of the principal of and interest on each series of the Bonds, the BANs and the Refunding Bonds issued by the City (each, a series of the "Obligations," individually, an "Obligation" and, collectively, the "Obligations") as and when the same are payable and to the imposition of the taxes hereinbelow described as and when such taxes may become necessary in order to provide sufficient funds to meet the debt service requirements of each series of the Obligations. Subject to the further provisions of this Section 14, the City hereby covenants with the registered owners of each series of the issued Obligations to impose ad valorem taxes on all real and tangible personal property in the City that is subject to assessment for unlimited municipal taxation at a rate and in an amount sufficient to pay the principal of and the interest on the Obligations due in each fiscal year in which any of the Obligations are outstanding and to take any further action that may be lawfully appropriate from time to time during the period that the Obligations of such series remain outstanding and unpaid to provide the funds necessary to pay promptly the principal thereof and the interest due thereon. If the proceeds from the taxes so imposed in any such fiscal year are inadequate for such payment, additional taxes shall be imposed in the succeeding fiscal year to make up such deficiency.

(b) Notwithstanding the provisions of subsection (a) of this Section 14, the principal of and interest on each series of the Obligations will be payable in the first instance from revenues received by the City in connection with the operation of the wastewater system serving the City and surrounding areas, including fees or charges for the use of or connection to the wastewater system, to the extent lawfully available for such purpose. To the extent of any funds received or receivable as described in this subsection (b) in any fiscal year, the taxes required to be imposed in accordance with subsection (a) of this Section 14 may be reduced proportionately.

(c) The foregoing provisions shall not be construed so as to prohibit the City from paying the principal of and interest on any series of the Obligations from the proceeds of the sale of any other obligations of the City (including, without limitation, (i) with respect to any series of the BANs, from the proceeds of any series of the Bonds, and (ii) with respect to any series of the Bonds, from the proceeds of any series of the Refunding Bonds) or from any other funds legally available for that purpose. Within any applicable limitations of Maryland or federal law (including, without limitation, to the extent applicable, the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder), the City may apply to the payment of the principal of or interest on any series of the Obligations any funds received by it from the State of Maryland or the United States of America, or any governmental agency or instrumentality, or from any other source, if the funds are granted or paid to the City for the purpose of assisting the City in accomplishing the type of project or projects which such series of the Obligations are issued to finance, reimburse or refinance or are otherwise available for such purpose, and to the extent of any such funds received or receivable in any fiscal year, the taxes hereby required to be imposed may be reduced proportionately.

(d) Any source of revenues referred to in this Section 14, and any additional source of revenues agreed to by the City and the Administration and provided for by the Mayor and City Council by resolution, if applicable, may be identified as a dedicated source of revenue contemplated by the MWIFA Act in any Loan Agreement entered into by the City with the Administration in connection with a series of the Bonds or the Refunding Bonds issued to the Administration. Any applicable Loan Agreement exhibits may describe such dedicated revenues by references that are similar but not identical to any references contained in this Ordinance or in any resolution relating to such series of the Obligations. Any such source of dedicated revenues may be identified as being subject to annual appropriation.

<u>SECTION 15</u>. In addition to the refunding authority provided for in Section 12 of this Ordinance, subsequent to the sale, issuance and delivery of any series of the Bonds or the Refunding Bonds to the Administration, the Mayor and City Council by resolution may specify, prescribe, determine or provide for the determination of, or approve or provide for the approval of, any amendments or modifications to such series of the Bonds or the Refunding Bonds and/or

the related Loan Agreement or Loan Agreements and any other documents, agreements or instruments executed and delivered in connection with the sale, issuance and delivery of such series of the Bonds or the Refunding Bonds, and/or provide for the execution and delivery of additional or replacement documents, agreements, certificates or instruments relating to such amendments or modifications (including, without limitation, any bond or bonds to be issued and exchanged for one or more of such series of the Bonds or the Refunding Bonds originally issued and delivered and any new or restated Loan Agreement), whether or not such amendments or modifications constitute a refunding or reissuance for purposes of federal and/or Maryland law.

SECTION 16. By resolution, the Mayor and City Council may make any appropriate arrangements (including, without limitation, by authorizing one or more appropriate officials to make any elections, designations, determinations or filings on the City's behalf) in the event any right of the registered owner of an Obligation to put or cause the redemption or prepayment of such Obligation at its option, or any change in the interest rate of an Obligation, or any other modification to an Obligation could lead to a reissuance of such Obligation for purposes of the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder.

SECTION 17. The Mayor and City Council by resolution may determine that any series of the Obligations authorized hereby may be consolidated with any bond anticipation notes, bonds and/or refunding bonds authorized by the Mayor and City Council, as applicable, and issued as a single series of obligations.

SECTION 18. With respect to any Obligations and any Loan Agreement, by resolution the Mayor and City Council shall delegate to one or more specified officials the authority to finally approve (to the extent the final form thereof is not approved by resolution), execute and deliver the same, and by resolution the Mayor and City Council may delegate to one or more specified officials the authority to negotiate, approve, execute and deliver, as applicable, any other documents, certificates or instruments relating to any of the Obligations or any Loan Agreement. The following City officials: the Mayor, the City Administrator, the Treasurer, the Comptroller, the City Clerk and all other appropriate officials of the City, are hereby authorized, empowered and directed to (i) take any and all action necessary to complete and close the sale, issuance and delivery of any of the Bonds, the BANs and the Refunding Bonds authorized hereby, (ii) negotiate, approve, execute and deliver all documents, certificates and instruments necessary or appropriate in connection with any such sale, issuance and delivery, to the extent authority with respect to the same has not been delegated by the Mayor and City Council to any specified official(s) in accordance with the preceding sentence, and (iii) carry out the transactions contemplated by this Ordinance, any ordinance supplementing or amending this Ordinance, any resolution adopted in furtherance of this Ordinance (as the same may be further supplemented or amended), and any such documents, certificates or instruments executed and delivered in connection with a series of the Obligations, to the extent such action is within the scope of such official's authority and such action has not been specifically delegated to one or more officials by ordinance or resolution of the Mayor and City Council.

SECTION 19. The title of this Ordinance shall be deemed to be, and is, a fair summary of this Ordinance for publication and all other purposes.

SECTION 20. The provisions of this Ordinance shall be liberally construed in order to effectuate the transactions authorized or contemplated by this Ordinance.

SECTION 21. This Ordinance shall become effective thirty (30) days after its passage pursuant to the provisions of Section 82A of the Charter, subject to the petition-to-referendum provisions of Section 82A(c) of the Charter.

MAYOR AND CITY COUNCIL OF CUMBERLAND

(SEAL)

____
Raymond M. Morriss
Mayor

ATTEST:

____
Allison K. Layton, City Clerk

Introduced: ____________________, 2026

Passed: ____________________, 2026

Votes for passage:_______________
Votes against passage: ____________

Effective: ____________________, 2026

#243541;10002.082

Underlining = material added to this Ordinance after introduction
~~Strike-through~~ = material deleted from this Ordinance after introduction

File Attachments for Item:

. Order 27,961 - declaring real property known as 419 Central Avenue, 842 Gephart Drive, 846 Gephart Drive, 800 Maryland Avenue, 802 Maryland Avenue and 804 Maryland Avenue as surplus property to be offered for sale

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. 27,961 **DATE: March 3, 2026**

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

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

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

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

1. 419 Central Avenue	Tax ID No. 22-014404
2. 842 Gephart Drive	Tax ID No. 06-012744
3. 846 Gephart Drive	Tax ID No. 06-043402
4. 800 Maryland Avenue	Tax ID No. 04-022017
5. 802 Maryland Avenue	Tax ID No. 04-025393
6. 804 Maryland Avenue	Tax ID No. 04-012089

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

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,962 - authorizing the execution of an FY26 Community Legacy Program Grant Agreement with the Department of Housing and Community Development regarding the disbursement and use of $50,000 in funding for the “Age in Place Home Modification Program for Seniors”, authorizing the City Comptroller to accept said grant funds, and authorizing the Mayor and City Administrator to execute all paperwork necessary for the disbursement, receipt, and use of funds

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

ORDER NO. _27,962_ **DATE: _March 3, 2026_**

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

THAT, the Mayor be and is hereby authorized to execute an FY26 Community Legacy Program Grant Agreement by and between the Department of Housing and Community Development (DHCD) and the Mayor and City Council of Cumberland regarding the disbursement and use of Fifty Thousand Dollars and No Cents ($50,000.00) in funding for the "Age in Place Home Modification Program for Seniors"; and

BE IT FURTHER ORDERED, that the City Comptroller be and is hereby authorized to accept said grant funds; and

BE IT FURTHER ORDERED, that the Mayor and City Administrator be and are hereby authorized to execute all paperwork necessary for the disbursement, receipt, and use of funds.

____

Raymond M. Morriss, Mayor

Grant Program CL-2026-Cumberland-00191

Council Agenda Summary

Meeting Date: March 3, 2026

Key Staff Contact: Ken Tressler, Director of Administrative Services

Item Title: Approval of Grant Agreement for 2026 Department of Housing & Community Development – Community Legacy Program (Age in Place Home Modification Program for Seniors)

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

This grant will assist low-income seniors with modifications to allow them to remain in their homes longer. Modifications include critical repairs and safety upgrades in order to allow citizens to stay in their homes as long as possible. Modifications will take place at various addresses with the City of Cumberland's Sustainable Community designated area.

Funds must be spent and the project complete by June 1, 2028.

Consider describing in detail 1) what the project / purchase / contract/ presentation, etc. entails; 2) what funding will be used; 3) whether the project, etc. is budgeted for this fiscal year or what other funding will apply; 4) if sole source, how the purchase qualifies under the code provisions; 5) benefits to City; 6) timeline, etc.

Amount of Award: **$50,000 (Award ID – CL-2026-Cumberland-00191)**

Budget number: N/A

Grant, bond, etc. reference: N/A

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
COMMUNITY LEGACY PROGRAM
GRANT AGREEMENT

TABLE OF CONTENTS

AWARDEE: Mayor and City Council of Cumberland, Maryland

AWARD ID#: CL-2026-Cumberland-00191

PROJECT NAME: Age in Place Home Modification Program for Seniors

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
COMMUNITY LEGACY PROGRAM
GRANT AGREEMENT

THIS COMMUNITY LEGACY PROGRAM GRANT AGREEMENT (this "**Agreement**") by and between the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**, a principal department of the State of Maryland (the "**Department**"), and **MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND** (the "**Grantee**") is entered into as of the date it is executed by the Department (the "**Effective Date**").

RECITALS

A. This Agreement is issued pursuant to §§6-201 through 6-213 of the Maryland Housing and Community Development Article (the "**Act**") and the regulations promulgated thereunder and set forth in COMAR 05.17.01 (the "**Regulations**"). The Act establishes the Community Legacy Program (the "**Program**"). Capitalized terms not defined herein have the meanings set forth in the Regulations or the Act.

B. The purposes of the Program are to:

1. Preserve existing communities as desirable places to live and conduct business, to reduce outward pressure for sprawl development; and

2. Provide financial assistance to Sponsors or their designees to develop sustainable community plans or Community Legacy projects.

C. In reliance upon the representations and certifications contained in Grantee's Fiscal Year 2026 - 2027 application (the "**Application**"), the Department has approved an award of funds to Grantee to carry out a Program project, to be expended by Grantee in conformity with the requirements and provisions of the Act, the Regulations, the Department's Program Policy Guide, as amended from time to time (the "**Guide**"), and this Agreement.

AGREEMENT

IN CONSIDERATION of the Recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

1) Sustainable Community or Eligible Opportunity Zone Designation.

   a) The Project is located in a geographic area (the "**Area**") that has been designated as a Sustainable Community under §6-205 of the Act or is in an Eligible Opportunity Zone.

   b) If located in a Sustainable Community, the Project will enhance and support the plan that has been approved by the Smart Growth Subcabinet as a Sustainable Community Plan.

2) Grant.

   a) In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, the Department agrees to provide Grantee with funds in the amount of **Fifty Thousand Dollars (\$50,000)** (the "**Grant**") to be used for the purposes of funding the Community Legacy Project (the "**Project**") described in Section 1 (the "**Project Description**") of Exhibit A - CL-2026-Cumberland-00191 to be carried out at the location(s) set forth in Section 2 (the "**Project Address(es)**") of Exhibit A - CL-2026-Cumberland-00191. Upon request by the Grantee, the Department, in its sole discretion, may allow a modification to the Project Description and/or the Project Address(es) by providing written notice to Grantee of such modification.

   b) Grantee agrees to use the Grant only for the approved Project and only in the approved Project Addresses within the approved Area. Grantee agrees that it will use the Grant and operate the Project in accordance with the provisions of the Act, the Regulations, the Guide, and this Agreement.

   c) The Project shall not include or support projects for which the principal use of the Project is one of the following types of activities: pawn shops, gun shops, tanning salons, massage parlors, adult video/book shop, adult entertainment facilities, check cashing facilities, gambling facilities, tattoo parlors or liquor stores.

   d) The Application may have included projects other than the Project. The approval of the Application, the Project, and the execution of this Agreement, are not to be construed as approval of any other projects described in the Application.

   e) The Grant is subject to and contingent upon the availability and allocation of sufficient State of Maryland (the "**State**") funds to the Program.

   f) The Department may assess on to the Grantee an agreement processing and servicing fee (the "**APS Fee**").

3) Expenditure of Grant Funds.

a) All Grant funds shall be expended on or before the Completion Date (as defined in Section 4(b) of this Agreement).

b) Grantee shall expend the Grant in accordance with the budget set forth in Exhibit B - CL-2026-Cumberland-00191 (the "**Project Budget**"). Grantee may transfer up to ten percent (10%) of the Grant funds between Project Budget line items without prior written approval of the Department, so long as (i) the line item to which Grant funds are transferred has already included some amount of the Grant allocated to it prior to such transfer by Grantee; and (ii) Grant funds allocated to the column for capital amounts may not be transferred to an operating expense line item and Grant funds allocated to the column for operating amounts may not be transferred to a capital expenditure line item. The Department, in its sole discretion, may allow additional transfers between Project Budget line items by providing prior written approval to Grantee of such transfers.

c) Unless otherwise agreed to in writing by the Department, Grantee shall expend at least fifty percent (50%) of the Grant funds for the Project by the first (1st) anniversary of the Effective Date.

d) All costs incurred by Grantee before the Effective Date and before approval by the Department of the release of Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense, and Grantee's authority to be reimbursed from the Grant funds shall be governed by the provisions of this Agreement.

e) If, upon completion of the Project, there are cost savings and/or undisbursed funds, Grantee shall return any remaining Grant funds to the Department.

f) If Grantee is not a Local Government, 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 or other State agency, if applicable; or (ii) up to fifteen percent (15%) 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. Notwithstanding the foregoing, Grantee may not use any portion of the Grant funds allocated to capital expenditures for reimbursement of indirect costs.

4) Commencement and Completion of the Project; Inspection during Construction or Rehabilitation; Changes.

a) Grantee shall commence the Project on or prior to the date (the "**Commencement Date**") set forth in Exhibit C - CL-2026-Cumberland-00191 (the "**Project Schedule**").

b) Grantee shall complete the Project on or prior to the date indicated in the Project Schedule (the "**Completion Date**"). The Department, in its sole discretion, may extend the Completion Date by providing Grantee with prior written notice of such extension.

c) If the Project involves capital construction or improvements, the Department, its agents and its employees shall be allowed to inspect the Project during construction or rehabilitation and upon completion.

d) The Department must approve in writing all changes to the Project Description, Project Schedule, Project Budget, or any other term of this Agreement, including modifications to the scope of work of the Project, modifications involving carrying out Project activities in a geographic area other than the Area, and modifications to the Completion Date.

e) Grantee shall ensure that all necessary approvals for the commencement of the Project have been obtained, including all applicable permits and licenses.

f) On or before the Completion Date, Grantee shall obtain any applicable certifications, licenses, permits, and approvals necessary to operate the Project, and shall otherwise satisfy all requirements necessary to operate the Project.

5) <u>Conditions Precedent to Disbursement of the Grant</u>.

The Department shall not disburse the Grant until Grantee has complied with the following conditions:

a) If the Project is subject to review by the Maryland Historical Trust ("**MHT**"), then MHT or the Department's qualified staff has reviewed the Project for impact on historic properties and determined that the Project will have no adverse effect on historic properties. If MHT or the Department's qualified staff determines that the Project will have an adverse effect, the Department may decline to fund the portion of the Project that has been determined to have an adverse effect. If the Department proceeds with funding the portion of the Project that has been determined to have an adverse effect, Grantee agrees to enter into an agreement with MHT and the Department (the "**MHT Agreement**") and fulfill any obligations under the MHT Agreement to minimize or mitigate the adverse effect to the satisfaction of MHT and the Department. If the Department's determination that Grantee has satisfied its obligations to minimize or mitigate the adverse effect is contingent upon the Project meeting particular conditions, Grantee shall complete such conditions to the satisfaction of the Department.

b) The Maryland Building Codes Administration has approved any Project plans and specifications if the Department determines such approval is necessary.

c) For any Project that includes the acquisition, ownership, lease, rehabilitation, construction, operation, demolition or improvement of real property or improvements thereon (collectively and individually, the "**Property**"), Grantee shall not receive a disbursement of Grant funds until Grantee has submitted evidence acceptable to the Department of appropriate site control over the Property or authorization to proceed with the Project.

d) Grantee has complied with all other terms and conditions of the Grant as required by the Department to the Department's satisfaction, including the satisfaction of any special conditions set forth on Exhibit A - CL-2026-Cumberland-00191.

6) Other Funds.

a) In addition to the Grant, Grantee may (i) be in the process of obtaining written commitments to receive other funds for the Project; (ii) have written commitments to receive other funds for the Project; or (iii) have already received other funds for the Project (collectively, the "**Other Funds**"). Other Funds shall be described by source, use and amount in the Project Budget.

b) Upon request, Grantee shall provide the Department with information and documentation in forms acceptable to the Department regarding the Other Funds. Such information and documentation shall include but not be limited to information concerning Grantee's receipt and expenditure of the Other Funds. In the event the Department determines, in its sole discretion, that all or any portion of the Other Funds are not available, are not going to be disbursed to Grantee for any reason, or that the Other Funds received by Grantee have not been properly expended, the Department may, in its sole discretion, declare Grantee in default of this Agreement and exercise its remedies pursuant to this Agreement.

7) Disbursement of the Grant.

a) After the Effective Date, the Department will disburse Grant funds to Grantee on a reimbursement basis as the Project progresses, unless the Department determines, in its sole discretion, that the nature of the Project warrants disbursement in advance for eligible costs anticipated to be incurred. The Department, in its sole discretion, may disburse funds for eligible costs incurred prior to the Effective Date.

b) Grantee shall submit a request for payment in a manner and form approved by the Department. A request for payment shall identify in detail all expenses incurred or anticipated to be incurred, for which disbursement is being sought, and shall have attached copies of the supporting invoices and other documentation of such expenses.

c) Requests for payment should be made allowing approximately thirty (30) days to receive the Grant funds. The request for payment shall not exceed the eligible costs incurred and shall be approved in writing by the Department.

d) The Department has the right to withhold disbursement of Grant funds if at any time the Department determines, in its sole discretion, that Grantee is not performing or completing the Project in a manner satisfactory to the Department. The Department shall have the right at any time to request that Grantee provide additional supporting documentation with any request for payment.

8) Records, Inspections and Reports.

Section 8 shall survive the term of this Agreement.

a) Records.

i) Grantee shall maintain accurate financial, management, programmatic and other records of the Grantee, including meeting minutes of Grantee's Board of Directors if applicable, for transactions relating to the receipt and expenditure of the Grant and administration of the Project (collectively, the "**Records**"). The Records shall be in a form acceptable to the Department. Grantee shall retain the Records for three (3) years following the term of this Agreement.

ii) Grantee shall make the Grantee's administrative offices, its personnel, whether full time, part time, consultants or volunteers, and the Records available to the Department for inspection upon request, during the term of the Agreement and for a period of three (3) years following the term of this Agreement. The Grantee shall permit the Department to perform program monitoring, evaluation and audit activities as the Department may determine to be necessary, in its sole discretion.

iii) Grantee shall cause to be maintained for the Department's inspection the books, accounts, and records of any contractors and subrecipients related to the Project for three (3) years following the term of this Agreement.

b) Inspections. During the term of this Agreement and for a period of three (3) years following the term of this Agreement, Grantee shall permit the Department to monitor the Project to ensure that the Project is being carried out in accordance with the terms of this Agreement.

c) Reports.

i) On January 1, April 1, July 1, and October 1 of each year, commencing on the Effective Date and continuing until the Department accepts the Final Report described in Section 8(c)(ii), Grantee shall provide the Department with interim progress reports in a manner and form to be determined by the Department. The interim progress reports shall contain such information as the Department reasonably requests, including, but not limited to, work accomplished and problems encountered, past and projected expenditures made against the Project Budget, benchmarks reached, and progress on the development of a community enhancement project. Grantee shall ensure that each interim progress report is received by the Department within ten (10) working days after the due date.

ii) Within forty-five (45) days after Grantee completes the Project, Grantee shall submit to the Department a final report (the "**Final Report**"), in a manner and form to be determined by the Department, that describes the completed Project, the success of the Project, any problems encountered in completing the Project, and such other information as the Department requires. The Final Report shall also contain a disbursement report that lists 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.

iii) If any portion of the Grant is secured by collateral for the benefit of the Department (the "**Collateral**") or is used to fund a loan to a subrecipient (a "**Loan**") and the

Department maintains an interest in such Loan, Grantee shall submit annual reports, in a manner and form to be determined by the Department, for the term of this Agreement.

iv) In addition to the requirements set forth above, Grantee shall provide the Department with such additional records, reports, and other documentation as may be required by the Department.

9) Default and Remedies; Termination.

a) A default shall consist of: (i) the breach by Grantee of any term, condition, covenant, agreement, or certification contained in this Agreement; (ii) the expenditure of Grant funds for any use other than as provided in the Project Budget or in the Project Description; (iii) the failure to commence or complete the Project by the dates set forth in the Agreement, or otherwise unsatisfactory performance or completion of the Project, in the Department's sole determination; (iv) Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets; (v) the failure to obtain the Other Funds if, in the Department's sole discretion, such failure would significantly impact the Project; (vi) a change in Grantee's staffing capacity that adversely affects Grantee's ability to carry out the Project, in the Department's sole discretion; (vii) failure to maintain good standing with the Maryland State Department of Assessments and Taxation; or (viii) a default by Grantee in any other agreement with the Department that remains uncured beyond any applicable notice and cure provisions therein.

b) The Department shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default. Upon the occurrence of a default that continues beyond the cure period, the Department shall have the right to terminate this Agreement immediately by written notice to Grantee. Notwithstanding the above, upon the occurrence of a default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, the Department's right to terminate this Agreement shall be immediate without a notice and cure period.

c) Grantee is responsible for curing any default resulting from fraud or misappropriation of the Grant.

d) In the event of termination by the Department:

i) The Department may withhold disbursement of Grant funds and Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds;

ii) The Department may demand repayment from Grantee of any portion of the Grant funds that the Department, in its sole discretion, determines were not expended in accordance with this Agreement, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings; and

iii) The Department, in its sole discretion, may demand repayment of all Grant funds disbursed to Grantee, plus all costs and reasonable attorneys' fees incurred by the

Department in recovery proceedings.

e) In addition to exercising any or all of the rights and remedies contained in this Agreement, the Department at any time may proceed to protect and enforce all rights available to the Department by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this Agreement.

f) Grantee agrees to return unexpended Grant funds to the Department upon termination of the Agreement, whether the termination is due to default, completion of the Project, expiration of the Agreement, or for any other reason.

10) <u>Grantee's Certifications</u>.

Grantee certifies that:

a) Grantee is a Local Government, a group of Local Governments, a Community Development Organization, or a Community Development Financial Institution and has the 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 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) Regarding conflicts of interest:

   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, must 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 10(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) Prior to commencement of the Project, Grantee has obtained or will obtain all federal, State, and local government approvals, permits, and licenses that may be required to accomplish the Project and the scope of work.

f) 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.

g) If Grantee is not a Local Government, Grantee makes the following certifications:

   i) Grantee is in good standing with the Maryland State Department of Assessments and Taxation and shall provide evidence of such status upon request.

   ii) Grantee is in compliance with §19-106 of the Business Regulation Article and COMAR 24.01.07 (together, the "**Corporate Diversity Act**") and has provided the Department with (1) an affidavit ("**Affidavit**") attesting that Grantee is not required to submit the corporate diversity addendum (the "**Addendum**") described by the Corporate Diversity Act; or (2) an Affidavit and Addendum that certifies Grantee meets at least thirty-three percent (33%) of the diversity indicators listed in the Addendum. Grantee shall keep complete and accurate records supporting the facts in the Addendum or the Affidavit, as applicable, for a period of five (5) years from the date of this Agreement. If any representation made by Grantee in the Addendum or the Affidavit is false when made, the Department may cancel the Grant in whole or in part, require repayment of the Grant, or seek any other remedy available by law. Capitalized terms used in this paragraph but not defined in the Agreement shall have the meanings set forth in the Corporate Diversity Act.

   iii) Grantee is in compliance with the Maryland Solicitations Act (the "**Solicitations Act**"), including maintaining its registration as a charitable organization with the Office of the Secretary of State if required by the Solicitations Act, and shall provide the Department evidence of such compliance. Grantee understands the repercussion of not complying with this section, and that the Department is not responsible for Grantee's failure to comply with the Solicitations Act.

   iv) Grantee must certify they are in compliance with all State requirements, they are registered to do business in the State, and if applicable are a nonprofit entity as defined in the Act and Regulation.

11) Environmental Certification and Lead Paint.

In connection with the ownership, lease, rehabilitation, construction, operation or demolition of the Property:

a) Grantee represents, warrants, and covenants that, other than as disclosed to the Department in writing prior to the Effective Date, there are no known hazardous materials located on the Property, that it will not cause or knowingly allow any hazardous materials to be placed on the Property, that it will carry out the Project in compliance with all requirements imposed by any governmental authority with respect to any hazardous materials that may be placed on the Property, and that to the best of its knowledge the

Property is in compliance with all applicable federal and State environmental laws and regulations. De minimis amounts of household cleaning supplies, office supplies and petroleum-based products used in the ordinary course of operating the Property and which are stored and disposed of in accordance with applicable laws are not considered hazardous materials.

b) Grantee covenants that it shall comply with all federal, State, and local laws and requirements concerning the treatment and removal of lead paint from the Property.

12) Liability. Grantee releases the Department from, agrees that the Department shall not have any liability for, and agrees to protect, indemnify, and save harmless the Department 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 the Department, as a result of or in connection with the Project or the Property, except for the gross negligence or willful misconduct of the Department. This Section shall survive the term of this Agreement.

13) Indemnification. Grantee agrees that all costs incurred by the Department as a result of the liabilities, suits, actions, claims, demands, losses, expenses, or costs, as described in Section 12 of this Agreement, including reasonable attorneys' fees, shall be immediately and without notice due and payable by Grantee to the Department, except for claims arising solely from the Department's willful misconduct or gross negligence. Grantee's obligation to indemnify the Department shall include costs incurred as a result of any lawsuit brought or threatened, settlement reached, or governmental order, and including reasonable attorneys' fees, for failure of the Property to comply in all respects with all environmental requirements. Grantee's obligation to indemnify the Department shall survive the term of this Agreement. If Grantee is a Local Government, any indemnification or other obligation to reimburse or compensate the Department provided by the Grantee pursuant to this Agreement exists only to the extent permitted by law 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. Sec. 5-301, et seq.; Md. Code Ann.; and Md. Code Ann., Cts. & Jud. Proc. Sec. 5-509, all as amended from time to time, and is not to be deemed as a waiver of any immunity that may exist in any action against a local government for its officers, agents, volunteers and employees.

14) Nondiscrimination and Drug and Alcohol Free Workplace; Fair Practices Certification.

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, ancestry, creed or national origin, sex, marital status, physical or mental handicap, sexual orientation, 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;

ii) Title VIII of the Civil Rights Act of 1968, as amended;

iii) Title 20 of the State Government Article, Annotated Code of Maryland, as amended;

iv) The Department'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 Department 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; and

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

15) Non-Sectarian Certifications.

a) Other than as disclosed to the Department in writing, Grantee certifies that no part of the Grant funds, no part of the Project, and no part of the Property shall be used for the furtherance of sectarian religious instruction, or in connection with the design, acquisition, or construction of any building used or to be used as a place of sectarian religious worship or instruction, or in connection with any program or department of divinity for any religious denomination, including (but not limited to) religious services, religious instruction, or other activities that have an explicitly religious content.

b) Grantee certifies that it will provide services of the Project to clients on a nondiscriminatory basis, including (but not limited to) the provision of services without regard to the creed, religion, or religious affiliation of the clients.

16) Insurance.

a) Grantee shall maintain or shall cause to be maintained property and commercial general liability insurance coverages on the Project and Property both during and after construction or rehabilitation, and if necessary, Grantee shall pay the expense of such insurance.

b) Grantee shall determine whether the Property is located in a 100-year flood plain, as designated by the United States Department of Housing and Urban Development. If the Property is located in a 100-year flood plain, Grantee shall require flood insurance coverage, and if necessary, Grantee shall pay the expense of such insurance.

c) Grantee shall require, or shall cause any subrecipients to require, the general contractor to provide general contractor's insurance coverage for comprehensive public liability, property damage liability/builder's risk, and workers' compensation in the form and amounts satisfactory to the Department.

d) Insurance coverages shall be provided by a company that is registered with the Maryland Insurance Agency and authorized to transact business in the State.

e) To the extent required by the Department, insurance coverage shall be in force prior to the disbursement of the Grant funds and shall contain terms and coverages satisfactory to the Department.

f) To the extent required by the Department, Grantee shall submit to the Department an ACORD insurance certificate naming the Department and the Grantee as lender's loss payable and additional insured.

g) To the extent required by the Department, ACORD insurance certificates shall provide for notification to the Department and Grantee prior to Project-related cancellation of any insurance policies.

h) If Grantee is a Local Government, or is otherwise approved by the Department, the insurance requirements contained herein may be satisfied through evidence of a self-insurance program by providing written confirmation of such insurance satisfactory to the Department.

17) 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 the Department shall be mailed to:

Department of Housing and Community Development
Division of Neighborhood Revitalization
7800 Harkins Road
Lanham, Maryland 20706
Attention: Community Legacy Program

with a copy to:

Office of the Attorney General
7800 Harkins Road
Lanham, Maryland 20706
Attention: Division of Neighborhood Revitalization

b) Communications to Grantee shall be mailed to:

Mayor and City Council of Cumberland, Maryland
57 North Liberty Street
Cumberland, MD 21502
Attention: Mr. Ken Tressler

18) Amendment. Other than modifications that are explicitly identified in this Agreement as modifications the Department may approve by providing written notice to the Grantee, this Agreement may not be amended except by a written instrument executed by the Department and Grantee.

19) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

20) Electronic Signature. The parties agree that this Agreement may be executed by electronic signature, which shall be considered as 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.

21) Assignment. This Agreement may not be assigned without the prior written approval of the Department.

22) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.

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

24) Term of Agreement. Unless sooner terminated pursuant to the terms of this Agreement or extended by an amendment to the Agreement, this Agreement shall be effective as of the Effective Date and shall continue in full force and effect until the later of (a) the Department close out of the Project in accordance with its procedures for closing out projects; (b) the final satisfaction of any Loan proceeds or obligations regarding any Collateral; or (c) the expiration of the period of time the Department requires a particular use of the Property, if any such restriction is set forth on Exhibit A - CL-2026-Cumberland-00191. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect.

25) 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 the Department to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

26) Delay Does Not Constitute Waiver. No failure or delay of the Department or the Grantee to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude the Department or the Grantee from exercising any right, power or remedy at any later time or times.

27) Technical Assistance. If the Project is not being completed or performed in a manner satisfactory to the Department, or Grantee has violated a provision of this Agreement, prior

to the Department declaring a default, the Department may require that Grantee accept technical assistance the Department determines is necessary for the Project to proceed in a manner acceptable to the Department.

28) Department's Signs. If required by the Department, Grantee agrees to display one or more signs identifying the Project as a recipient of financial assistance under the Program if the Department furnishes such sign(s). Grantee shall be responsible for the installation of the signs. In the event that a license, permit, or other permission is required from a local jurisdiction in order to display said signs, Grantee agrees to pay all requisite license or permit fees.

29) Ceremonies. In the event that Grantee holds any ribbon-cutting, dedication, or ground-breaking ceremonies, or any other similar event to commemorate the Project, Grantee shall send notice of such event to the Department as soon as is practicable in order to allow the Department the option of sending a representative to attend the ceremony.

30) Notice Regarding Disclosure of Information Relating to the Project. The Department intends to make available to the public certain information regarding the Project and the Grantee. In addition, the Department 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. The Department is also required to disclose information in response to a request for information made pursuant to the Public Information Act, §4-101 et seq. 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 the Department; 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 the Department. If Grantee believes that any of the information it has provided to the Department 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. The Department cannot guarantee non-disclosure of such information but may consider Grantee's statement when responding to a request made pursuant to the PIA.

31) Authority to Sign. Each person signing this Agreement on behalf of the Grantee represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Grantee authorizing such signature.

32) **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 (THE "HOLDER"), 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 32 SHALL NOT APPLY TO LOCAL GOVERNMENTS.

[Remainder Of Page Intentionally Left Blank]

WITNESS the hands and seals of the Department and the Grantee, with the specific intention of creating a document under seal.

WITNESS/ATTEST:

____

MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND

By: ______________________________

Name: The Honorable Raymond Morriss

Title: Mayor

____

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, a principal
department of the State of Maryland

By:

____

Name: Jacob R. Day

Title: Secretary

____

Date Executed on behalf of the Department/
Effective Date

Approved for form and
legal sufficiency

____

Assistant Attorney General

Exhibits:

Exhibit A - Project Description, Project Address(es), Additional Information, and Special Conditions
Exhibit B - Project Budget
Exhibit C - Project Schedule

<u>EXHIBIT A – CL-2026-Cumberland-00191</u>
PROJECT DESCRIPTION, PROJECT ADDRESS(ES), ADDITIONAL INFORMATION, AND SPECIAL CONDITIONS

<u>Project Name</u>:

Age in Place Home Modification Program for Seniors

1. **Project Description:**

   Assist low-income seniors with modifications to allow them to remain in their homes longer.

2. **Project Address(es):**

   Various addresses within the City of Cumberland's Sustainable Community designated area.

3. **Additional Information:**

   Assist homeowners with critical repairs and safety upgrades in order to allow citizens to remain in their homes as long as possible.

4. **Additional Financing (Evidence and Use of Funding Sources):**

   The Community Legacy Program will contribute $50,000 towards home repairs for low income and senior citizens. Total Project Cost: $50,000.

5. **Special Conditions:**

   N/A

EXHIBIT B – CL-2026-Cumberland-00191

PROJECT BUDGET

Project Name:

Age in Place Home Modification Program for Seniors

	AWARD FUNDS		OTHER SOURCES OF FUNDS			
USE OF FUNDS BY ACTIVITY	Capital Amount	Operating Amount	Applicant's Contribution	Name(s) of Other Source(s)	Other Source Amount	TOTALS BY ACTIVITY
Site Pre-Dev: Acquisition	$0	$0	$0		$0	$0
Site Pre-Dev: Arch/Eng Design	$0	$0	$0		$0	$0
Site Pre-Dev: Demolition	$0	$0	$0		$0	$0
Site Pre-Dev: Infrastructure	$0	$0	$0		$0	$0
Site Pre-Dev: Stabilization	$0	$0	$0		$0	$0
Site Dev: New Construction	$0	$0	$0		$0	$0
Site Dev: Rehabilitation/ Renovation	$50,000	$0	$0		$0	$50,000
Operations: Studies and Planning	$0	$0	$0		$0	$0
Operations: Proj Admin (Cash)	$0	$0	$0		$0	$0
Operations: Proj Admin (In-Kind)	$0	$0	$0		$0	$0
Other (a):	$0	$0	$0		$0	$0
Other (b):	$0	$0	$0		$0	$0
Other (c):	$0	$0	$0		$0	$0
Other (d):	$0	$0	$0		$0	$0
TOTALS:	$50,000	$0	$0		$0	$50,000

Total Award: $50,000

Total Project Cost: $50,000

Activity Start Date	Activity End Date	Description of Activity (100 characters or less)
01/01/2026	04/30/2026	Program/Project Commencement Date
05/01/2026	05/31/2028	Award Announcement
05/01/2026	05/31/2028	Accept and finalize award
05/01/2026	05/31/2028	Advertise, accept and review applications until awarded funding is allocated
05/01/2026	05/31/2028	Request bids from local contractors for approved projects
05/01/2026	05/31/2028	Contracts awarded to the most competitive contractors until allocated funding is exhausted
06/01/2028	06/30/2028	Program/Project Completion Date
07/01/2028	08/15/2028	Final Report Due Date 45 days after Completion

File Attachments for Item:

. Order 27,963 - authorizing the Comptroller to issue a one time payment to PPG Industries, Inc. of $236,000 to settle a billing dispute associated with the treatment of contaminated groundwater between April 2019 and September 2023 at the former PPG site

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. 27,963 **DATE: March 3, 2026**

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

THAT, the Comptroller be and is hereby authorized to issue a one time payment to PPG Industries, Inc. of Two Hundred Thirty Six Thousand Dollars and No Cents ($236,000.00) to settle a billing dispute associated with the treatment of contaminated groundwater between April 2019 and September 2023 at the former PPG site.

Raymond M. Morriss, Mayor

Budget: 002.210.58200

Council Agenda Summary

Meeting Date: 3/3/2026

Key Staff Contact: Ken Tressler, Mark Gandolfi

Item Title:

PPG Billing error settlement

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

An order to approve a payment of $236,000 to settle a billing dispute associated with the treatment of contaminated groundwater between the dates of April 2019 and September 2023 at the old PPG site in Mexico Farms, Allegany County.

Amount of Award: $236,000

Budget number: 002.210 58200

Grant, bond, etc. reference: Water Fund Funds

File Attachments for Item:

. Order 27,964 - authorizing the abatement of City Real Property taxes and interest for the properties at 102 Altamont Terrace, 960 Glenwood Drive, 842 Gephart Drive, 846 Gephart Drive, 0 Louisiana Avenue, 800 Maryland Avenue, 802 Maryland Avenue, 804 Maryland Avenue and 419 Central Avenue

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. 27,964 **DATE: March 3, 2026**

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

THAT, the City Comptroller be and is hereby authorized to abate City Real Property taxes, interest and utilities (if applicable) owed for the following properties and tax years listed:

Address	Tax Acct. No.	Tax Years	Total Tax Amount	Total Interest	Water/Sewer	Total
102 Altamont Terrace	22-008536	2024-2025	$158.92	$38.16	-	$197.08
960 Glenwood Street	04-035542	2014-2025	$685.47	$966.49	-	$1,651.96
842 Gephart Drive	06-012744	2025	$370.12	$44.40	-	$414.52
846 Gephart Drive	06-043402	2025	$358.46	$43.02	-	$401.48
0 Louisiana Avenue	04-009789	2025	$72.05	$8.64	-	$80.69
800 Maryland Avenue	04-022017	2025	$7.42	$.90	-	$8.32
802 Maryland Avenue	04-025393	2025	$277.59	$33.30	-	$310.89
804 Maryland Avenue	04-012089	2025	$23.31	$2.82	-	$26.13
419 Central Avenue	22-014404	2024-2025	$560.47	$132.26	-	$692.73
Totals			**$2,513.81**	**$1,269.99**	**-**	**$3,783.80**

Raymond M. Morriss, Mayor

CITY OF
CUMBERLAND
MARYLAND

City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

WILLIAMS ABIYE S

8810 TRIMBLE ROAD
ROSEDALE MD 21237-

Description & Location: 102-04-06 ALTAMON
102 ALTAMONT TER
CUMBERLAND 21502

Payoff Statement for PIDN: 22008536

Print Date: 02/18/2026

Payoff Date: 03/31/2026

Total Due On Payoff Date: 197.08

Code	Year	Period	Date	Normal	Penalty	Interest	Discount	Due	Payment
2024 Real Estate Tax Annual	2024		07/01/2024	79.46	0.00	28.62	0.00	108.08	0.00
2025 Real Estate Tax Annual	2025		07/01/2025	79.46	0.00	9.54	0.00	89.00	0.00

2024 + 2025 Tax - 158.92

2024 + 2025 Int - 38.16

Total - 197.08

CITY OF CUMBERLAND MARYLAND

City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

TALKINGTON HAROLD I III

P O BOX 164
BOZMAN MD 21612-0164

Description & Location: 960-962 GLENWOOD
960 GLENWOOD ST
CUMBERLAND 21502

Payoff Statement for PIDN: 04035542

Print Date: 02/20/2026

Payoff Date: 03/31/2026

Total Due On Payoff Date: 1651.96

Code	Year	Period	Date	Normal	Penalty	Interest	Discount	Due	Payment
Real Estate Tax	2014		06/27/2014	60.82	0.00	168.36	0.00	229.18	0.00
Real Estate Tax	2015		07/01/2015	51.17	0.00	128.52	0.00	179.69	0.00
Real Estate Tax	2016		06/29/2016	51.17	0.00	116.28	0.00	167.45	0.00
Real Estate Tax Annual	2017		06/28/2017	56.15	0.00	114.24	0.00	170.39	0.00
Real Estate Tax Annual	2018		06/28/2018	56.15	0.00	100.80	0.00	156.95	0.00
Real Estate Tax Annual	2019		06/27/2019	56.15	0.00	87.36	0.00	143.51	0.00
Real Estate Tax Annual	2020		06/29/2020	56.15	0.00	73.92	0.00	130.07	0.00

Taxes 2014 - 2025
$685.47

Interest 2014 - 2025
$966.49

Total - 1651.96

Code	Year	Period	Date	Normal	Penalty	Interest	Discount	Due	Payment
Real Estate Tax Annual	2021		06/28/2021	57.56	0.00	62.10	0.00	119.66	0.00
Real Estate Tax Annual	2022		06/24/2022	58.98	0.00	49.56	0.00	108.54	0.00
2023 Real Estate Tax Annual	2023		07/01/2023	60.39	0.00	36.30	0.00	96.69	0.00
2024 Real Estate Tax Annual	2024		07/01/2024	60.39	0.00	21.78	0.00	82.17	0.00
2025 Real Estate Tax Annual	2025		07/01/2025	60.39	0.00	7.26	0.00	67.65	0.00

CITY OF
CUMBERLAND
MARYLAND

City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

C CORP LEASING INC

725 PARK ST STE 283
CUMBERLAND MD 21502-

Description & Location: 842 GEPHART DR
842 GEPHART DR
CUMBERLAND 21502

Payoff Statement for PIDN: 06012744

Print Date: 02/20/2026

Payoff Date: 03/31/2026

Total Due On Payoff Date: 414.52

Code	Year	Period	Date	Normal	Penalty	Interest	Discount	Due	Payment
2025 Real Estate Tax Annual	2025		07/01/2025	Tax 370.12	0.00	Int 44.40	0.00	Total 414.52	0.00

CITY OF
CUMBERLAND
MARYLAND

City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

C CORP LEASING INC

725 PARK ST STE 283
CUMBERLAND MD 21502-

Description & Location: 846 GEPHART DR
846 GEPHART DR
CUMBERLAND 21502

Payoff Statement for PIDN: 06043402

Print Date: 02/20/2026

Payoff Date: 03/31/2026

Total Due On Payoff Date: 401.48

Code	Year	Period	Date	Normal	Penalty	Interest	Discount	Due	Payment
2025 Real Estate Tax Annual	2025		07/01/2025	Tax 358.46	0.00	Int 43.02	0.00	Total 401.48	0.00

CITY OF CUMBERLAND MARYLAND

City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

MAYOR AND CITY COUNCIL OF CUMBERLAND

57 N LIBERTY ST
CUMBERLAND MD 21502-

Description & Location: LOUISIANA AVE
0 LOUISIANA AVE
CUMBERLAND 21502

Payoff Statement for PIDN: 04009789

Print Date: 02/20/2026

Payoff Date: 03/31/2026

Total Due On Payoff Date: 80.69

Code	Year	Period	Date	Normal	Penalty	Interest	Discount	Due	Payment
				Tax		Int		Total	
2025 Real Estate Tax Annual	2025		07/01/2025	72.05	0.00	8.64	0.00	80.69	0.00

CITY OF
CUMBERLAND
MARYLAND

City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

C CORP LEASING INC

725 PARK ST STE 283
CUMBERLAND MD 21502-

Description & Location: 800 MARYLAND AVE
800 MARYLAND AVE
CUMBERLAND 21502

Payoff Statement for PIDN: 04022017

Print Date: 02/20/2026

Payoff Date: 03/31/2026

Total Due On Payoff Date: 8.32

Code	Year	Period	Date	Normal	Penalty	Interest	Discount	Due	Payment
				Tax		Int		Total	
2025 Real Estate Tax Annual	2025		07/01/2025	7.42	0.00	0.90	0.00	8.32	0.00

CITY OF
CUMBERLAND
MARYLAND

City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

C CORP LEASING INC

725 PARK ST STE 283
CUMBERLAND MD 21502-

Description & Location: 802 MARYLAND AVE
802 MARYLAND AVE
CUMBERLAND 21502

Payoff Statement for PIDN: 04025393

Print Date: 02/20/2026

Payoff Date: 03/31/2026

Total Due On Payoff Date: 310.89

Code	Year	Period	Date	Normal	Penalty	Interest	Discount	Due	Payment
				Tax		Int		Total	
2025 Real Estate Tax Annual	2025		07/01/2025	277.59	0.00	33.30	0.00	310.89	0.00

CITY OF
CUMBERLAND
MARYLAND

City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

C CORP LEASING INC

725 PARK ST STE 283
CUMBERLAND MD 21502-

Description & Location: 804 MARYLAND AVE
804 MARYLAND AVE
CUMBERLAND 21502

Payoff Statement for PIDN: 04012089

Print Date: 02/20/2026

Payoff Date: 03/31/2026

Total Due On Payoff Date: 26.13

Code	Year	Period	Date	Normal	Penalty	Interest	Discount	Due	Payment
2025 Real Estate Tax Annual	2025		07/01/2025	Tax 23.31	0.00	Int 2.82	0.00	Total 26.13	0.00

CITY OF
CUMBERLAND
MARYLAND

City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

TWIGG KENNETH R ET UX

419 CENTRAL AVE
CUMBERLAND MD 21502-

Description & Location: 419 CENTRAL AVE
419 CENTRAL AVE
CUMBERLAND 21502

Payoff Statement for PIDN: 22014404

Print Date: 02/20/2026

Payoff Date: 03/31/2026

Total Due On Payoff Date: 692.72

Code	Year	Period	Date	Normal	Penalty	Interest	Discount	Due	Payment
2024 Real Estate Tax Annual	2024		07/01/2024	271.23	0.00	97.57	0.00	368.80	0.00
2025 Real Estate Tax Annual	2025		07/01/2025	289.24	0.00	34.69	0.00	323.93	0.00

2024 + 2025 Tax 560.47

2024 & 2025 Int 132.26

Total 692.73

File Attachments for Item:

. Order 27,965 - accepting the bid from KM Printing, LLC, for the design, provision and installation of wayfinding signage for the Constitution Park Trail System in the amount not to exceed $39,920.03, contingent upon Community Development Block Grant funding approval

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. 27,965 **DATE: March 3, 2026**

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

THAT, the bid from KM Printing, LLC, 11195 Dolfield Blvd., Owings Mills, MD 21117, for the Constitution Park Trails Wayfinding (City Project 2025-14-RECR) for the installation of Wayfinding signage for the Constitution Park Trail System, including kiosks, directional signage, road crossing signage, and upgrades to the parking lot in Grove 4, contingent upon CDBG funding approval, in an amount not-to-exceed Thirty Nine Thousand Nine Hundred Twenty Dollars and Three Cents ($39,920.03); and

BE IT FURTHER ORDERED THAT, all other proposals received for this project be and are hereby rejected.

Raymond M. Morriss, Mayor

Order of bids:

Printing Plus, LLC	$138,053.00
Cloud Gehshan Design	$126,438.00
KM Printing, LLC	$39,920.03

Budget: 127.08W.63000

Council Agenda Summary

Meeting Date: 3/3/2026

Key Staff Contact: Matt Idleman, P.E.

Item Title:

Award Constitution Park Trails Wayfinding, City Project # 2025-14-RECR

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

Award Constitution Park Trails Wayfinding Contract to low responsive bidder, KM Printing, LLC, in the lump sum cost of $39,920.03, contingent upon CDBG funding approval.

This project will include the design, provision, and installation of wayfinding signage for the Constitution Park Trail System in the City of Cumberland. Items will include information kiosks, directional signage, and road crossing signage in order to properly inform trail users of information pertaining to the trail itself and to increase awareness and safety of users.various upgrades to the parking lot in Grove 4 of Constitution Park, including regrading, paving, stormwater management, landscaping, and accessible parking and sidewalk improvements.

This project was advertised for bid on 12/10/25. Bids closed on 2/4/26, with three qualified bids being received. The low bidder was KM Printing, LLC, with an acceptable bid of $39,920.03. The other acceptable bids were $126,438.00 and $138,053.00.

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

Amount of Award: $39,920.03

Budget number:

Grant, bond, etc. reference: CDBG

CITY OF
CUMBERLAND
MARYLAND

PROJECT INFORMATION	
Project Title:	Constitution Park Trails Wayfinding
City Project:	2025-14-RECR
Contract Length:	60 Calendar Days
BID OPENING	
Date & Time:	February 4, 2026 2:00 PM EDT
Location:	Virtual - Beacon Bid Solicitation Website

Certified Bid Tabulation

BIDDER	BIDDER	BIDDER
Printing Plus LLC	**Cloud Gehshan Design**	**KM Printing, LLC**
101-09 Jamaica Ave Richmond Hill, NY 11418	444 N 3rd Street Suite 601 Philadelphia, PA 19123	11195 Dolfield Blvd Owings Mills, Maryland 21117

BIDS AND ALTERNATES

BID NO.	DESCRIPTION OF BID	UNITS	QTY.	Printing Plus LLC UNIT PRICE	Printing Plus LLC AMOUNT	Cloud Gehshan Design UNIT PRICE	Cloud Gehshan Design AMOUNT	KM Printing, LLC UNIT PRICE	KM Printing, LLC AMOUNT
1	Main Kiosk	EA	1	$ 16,603.00	$ 16,603.00	$ 60,588.00	$ 60,588.00	$ 8,732.70	$ 8,732.70
2	Secondary Kiosks	EA	5	$ 2,850.00	$ 14,250.00	$ 4,056.00	$ 20,280.00	$ 1,703.85	$ 8,519.25
3	Directional Signs	EA	14	$ 3,350.00	$ 46,900.00	$ 1,806.00	$ 25,284.00	$ 708.49	$ 9,918.86
4	Caution / Directional Signs	EA	18	$ 3,350.00	$ 60,300.00	$ 1,127.00	$ 20,286.00	$ 708.29	$ 12,749.22

Note: The City of Cumberland is currently evaluating the bid packages received. This is an unofficial tabulation of the pricing received at bid opening.

	Printing Plus LLC		Cloud Gehshan Design		KM Printing, LLC	
	Bid	✓	**Bid**	✓	**Bid**	✓
	AoQtB	✓	**AoQtB**	✓	**AoQtB**	✓
	LPC	**N/A**	**LPC**	**N/A**	**LPC**	**N/A**
	ARVF	✓	**ARVF**	✓	**ARVF**	✓
BASE BID	**$**	**138,053.00**	**$**	**126,438.00**	**$**	**39,920.03**

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

Matt Idleman

Deputy Director of Engineering

File Attachments for Item:

. Order 27,966 - accepting the renewal proposal from Online Solutions LLC (dba Citizenserve) to provide Citizenserve, a Community Development Software System for permitting, code enforcement, planning and zoning and request tracking, in a cost not to exceed $25,200

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _27,966_ **DATE: _March 3, 2026_**

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

THAT, the renewal proposal from Online Solutions LLC (dba Citizenserve), 1101 E. Warner Road, Suite 160, Tempe, AZ 85284, to provide Citizenserve, a Community Development Software System for permitting, code enforcement, planning and zoning and request tracking, for a cost not to exceed Twenty Five Thousand Two Hundred Dollars and No Cents ($25,200.00) be and is hereby accepted.

____

Raymond M. Morriss, Mayor

Budget:
001.080.48201

Council Agenda Summary

Meeting Date:

Key Staff Contact: Johnna Byers, Director IT

Item Title:

Citizenserve Community Development Software Hosting and Support for Calendar Year 2026

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

IT and Community Development request a council order for $25200 for Citizenserve Community Development software hosting and support for FY 2026. We have been using this system since 2018. The city uses Citizenserve e-government software solutions for permitting, code enforcement, planning and zoning, business licensing and request tracking. The software is online and we are charged a per user license fee.

It is budgeted in 001.080 48201

PO2026-1262

OK-KevinT

2/24/2026

Online Solutions LLC
1101 E. Warner Rd Suite 160
Tempe, AZ 85284 USA
+18003259818
accounting@citizenserve.com
www.citizenserve.com

citizenserve

V: 521
C: 001.080 48201

BILL TO
City of Cumberland
ATTN: Kevin Thacker
Community Development
57 North Liberty Street
Cumberland, MD 21502

EM-2/24/26 RUSH PAST DUE

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
6290	09/26/2025	$25,200.00	09/26/2025	Due on receipt	

ACTIVITY	QTY	RATE	AMOUNT
Subscription:Annual Billing Annual billing for 14 Citizenserve user subscriptions (1/1/2026 through 12/31/2026)	14	1,800.00	25,200.00

SUBTOTAL	25,200.00
TAX (8.3%)	0.00
TOTAL	25,200.00
BALANCE DUE	**$25,200.00**

Pay invoice