



# Mayor and City Council of Cumberland

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

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

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## AGENDA

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

DATE: December 17, 2024

### OPEN SESSION – 6:15 PM

#### Pledge of Allegiance

#### Roll Call

#### Statement of Closed Meeting

#### Presentations

1. Recognizing the members of the five Main Street Committees and thanking them for their service.

#### Director's Reports

##### (A) Administrative Services

- [1.](#) Administrative Services Monthly Report for November 2024

##### (B) Engineering

- [1.](#) Engineering Division Monthly Report for November 2024

##### (C) Public Works

- [1.](#) Maintenance Division Monthly Report for November 2024

##### (C) Fire

- [1.](#) Fire Department Monthly Report for November 2024

##### (E) Police

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

## **(F) Utilities - Flood, Water, Sewer**

- [1.](#) Utilities Division Water/Sewer Monthly Reports for November 2024

## **Approval of Minutes**

- [1.](#) Approving the Closed Work Session Minutes, Open Work Session Minutes and Regular Session Minutes for December 3, 2024

## **Public Comments – FOR AGENDA ITEMS ONLY**

All public comments are limited to 5 minutes per person

## **New Business**

### **(A) Ordinances**

- [1.](#) Ordinance 3997 (*1st reading*) - authorizing the transfer of 208-210 Virginia Avenue to Goodfellowship Social Club, Inc. for the purchase price of \$2,000
- [2.](#) Ordinance 3998 (*1st reading*) - authorizing the transfer of Brookfield Avenue Portion of Lot 1 in Block 28 to Sean B. and Kristie M. Thomas for the purchase price of \$600
- [3.](#) Ordinance 3999 (*1st reading*) - authorizing the transfer of 31 Offutt Street to Covenant Keeper, Inc. for the purchase price of \$800
- [4.](#) Ordinance 4000 (*1st reading*) - authorizing the transfer of 513 Fayette Street to 817 Maryland Ave LLC for the purchase price of \$5,001
- [5.](#) Ordinance 4001 (*1st reading*) - authorizing the transfer of Greene Street Pt Lot 86 and Greene Street Lot 87 to Jake Shade for the purchase price of \$100
- [6.](#) Ordinance 4002 (*1st reading*) - authorizing the execution of a contract of sale and the execution of the deed to transfer 118 Winton Place to Betty Fournier for the purchase price of \$12,000

### **(B) Orders (Consent Agenda)**

- [1.](#) Order 27,613 - approving budget appropriations and transfers for fiscal year 2023-2024
- [2.](#) Order 27, 614 - authorizing the execution of a contract of sale to acquire 425 Central Avenue in Cumberland, MD (Tax ID 22-016512) from Robyn Vandevander for the purchase price of \$7,500 as part of the Central Avenue Initiative
- [3.](#) Order 27,615 - authorizing the execution of Change Order No. 1 with Civil & Environmental Consultants, Inc. for costs necessary to justify an FY26 grant to move forward with minor design work on the trails and parking lot for the River Park and North Branch Potomac Industrial Dam Removal project (City Project 2022-39-FPM), in an increased amount \$5,000, bringing the total project price not to exceed \$92,100 with the agreement that Allegany County will cover the additional cost to address this issue and will be billed by the City of Cumberland

- [4.](#) Order 27, 616 - authorizing new parking rates for the parking spaces on Baltimore Street, effective 30 days after passage of this Order
- [5.](#) Order 27,617 - authorizing the execution of a Parking Lease Agreement with the State of Maryland (for use by DLLR and SDAT) for the use of 47 spaces in the George Street Parking Garage at a cost of \$60/space per month for a three-year term commencing May 1, 2025 and ending April 30, 2028
- [6.](#) Order 27,618 - accepting the proposal from Ochoa Urban Collaborative for the development of the Community Development Block Grant program Five Year Consolidated Plan document and two other plan documents required by the U.S. Department of Housing and Urban Development in the not to exceed amount of \$59,685
- [7.](#) Order 27,619 - awarding an increment of the Choose Cumberland Relocation Package grant to Keisha J. Banks in an amount not to exceed \$20,000 per individual, utilizing grant funds received from the Maryland Department of Housing and Community Development
- [8.](#) Order 27,620 - accepting the proposal from Roblee Historic Preservation, LLC for the City of Cumberland Downtown National Register Historic District Update in the amount not to exceed \$18,790
- [9.](#) Order 27,621 - declaring certain City-owned property at 411 Central Avenue, 415 Central Avenue and 425 Central Avenue to be surplus and authorizing them for sale

#### **Letters / Petitions**

- [1.](#) Letter from the City Clerk advising that the MD State Board of Canvassers certified the 2024 General Election results on December 12, 2024, and that Brian R. Lepley and Eugene T. Frazier, having received the two highest number of votes for the office of Council, are hereby declared nominated and will be sworn into office on January 6, 2025

#### **Public Comments**

All public comments are limited to 5 minutes per person

#### **Adjournment**

**File Attachments for Item:**

. Administrative Services Monthly Report for November 2024

## **Administrative Services Monthly Report for November, 2024**

**2024**

Honorable Mayor and City Council  
City Hall  
Cumberland, Maryland 21502

Dear Mayor and City Council Members:

The following report is submitted by the Department of Administrative Services for the month of November, 2024.

### **Information Technology Department**

November 2024

Johnna Byers, Director

#### **Statistics**

206 new help desk requests  
159 help desk requests resolved

#### **Activities**

Major department initiatives in the past month include:

- Deal with side effects of active directory migration project
- Assist with police mobile data terminal issues
- Assist with police camera trailer deployment
- Assist with Time and Attendance HR Project
- Coordinate Parking System replacement project

## **Parks and Recreation**

November 2024

Ryan Mackey, Director

### **Field Usage:**

Football Practice – Youth League team practiced at Flynn and Northcraft Fields.

*(This concluded field usage of the season, facilities at the sports complex and other ball fields are being winterized for the year by maintenance.)*

Seasonal employee at Mason Complex completed duty for the year. No more seasonal employees on staff.

### **Meetings attended:**

November Recreation Advisory Board meeting

Special Events Committee Meeting x 2

Shade Tree Meeting

**Activities building rentals** – 1 rental (Oct 31) first alcohol permit issued. No issues.

### **Upcoming:**

- December Recreation Board meeting 12/2/24
- Fireworks for New Year's Eve
- Planning for 2025 Spring/Summer season and seasonal employees
- Fireworks quotes for the July 4<sup>th</sup> 2025
- Responding to Letters to Santa.
- After School Program kids come to City Hall to meet Santa.

## **Community Development Report**

November 2024

### **CODE COMPLIANCE**

*Kevin Thacker, Code Compliance Manager*

### **Noted Activity:**

- Permits issued for:
  - 218 S. Lee St, new construction of marijuana dispensary valued at \$1,600,000.00

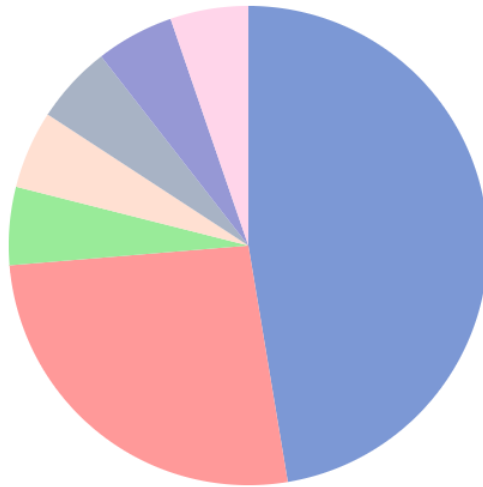
### **Code Enforcement Activity:**

22 new cases received – 11 of those are still open

19 violations were found

11 cases have been resolved

Open Date From: 11/01/2024  
Open Date To: 11/30/2024



| Violations by Violation Type |                                                     |   |       |
|------------------------------|-----------------------------------------------------|---|-------|
|                              |                                                     |   |       |
|                              | Dwellings, yards and lots to be kept clean          | 9 | 47.4% |
|                              | Cutting of weeds                                    | 5 | 26.3% |
|                              | Duties of owner and operator                        | 1 | 5.3%  |
|                              | Municipal infraction; penalty; removal of nuisances | 1 | 5.3%  |
|                              | Registration of agents                              | 1 | 5.3%  |
|                              | Requirements for unsafe buildings                   | 1 | 5.3%  |
|                              | Standards for good repair and safe condition        | 1 | 5.3%  |

### Permits/Reviews & Rental Licenses:

51 Total Permits/Reviews were issued

00 Rental Inspections were completed

#### Building

Residential.....2

Commercial.....3

#### Miscellaneous

Residential.....4

Commercial.....6

#### Occupancy

Residential ..... 3

Commercial ..... 6

#### Signage

Residential ..... 0

Commercial ..... 3

#### Electrical

Residential.....2

Commercial.....4

#### Plumbing

Residential.....0

Commercial.....2

#### Utility

Residential ..... 2

Commercial ..... 1

#### Demolition

Residential ..... 6

Commercial ..... 1

#### Public ROW

Total .....7

#### Rental Licenses

Residential.....46

#### Rental Inspections

Passed ..... 34

Failed ..... 3

### Plans, Reviews, Amendments and Appeals (ZA, RPR, SPR, ZMA, ZTA, SRA)

SPR Issued .....1

### Certificates of Appropriateness

Issued..... 13

### Request for Change/Amendment

Issued..... 0

### Revenue from 'Issued' Permits/Reviews:

Building Permits .....\$10,559.00

Miscellaneous Permits .....62.00

Occupancy Permits .....30.00

Sign Permits .....93.50

Utility Permits .....4615.00

Plan reviews, Amendments & appeals.....100.00

Zoning Classification Détermination (info request) .....0.00

Municipal Infractions (citations).....0.00

Certificates of appropriateness.....390.00

Rental Licenses (new & renewals).....4125.00

Paid Rental Inspection Requests.....0.00

**TOTAL .....\$20,014.50**

Demolition Bonds Collected.....\$3,000.00

**COMMUNITY DEVELOPMENT PROGRAMS:**  
*Lee Borrer, Senior Community Development Specialist*

| Community Development Block Grant<br>(CDBG) Monthly Activity | November<br>2024<br>Report | Original<br>Budget | Lifetime<br>Funds Exp | Remaining<br>Balance |
|--------------------------------------------------------------|----------------------------|--------------------|-----------------------|----------------------|
| AYEPS Youth Center Facil Rehab                               | 2020                       | \$4,753.75         | \$4,364.49            | \$389.26             |
| 2020 Grant Totals                                            |                            | \$4,753.75         | \$4,364.49            | \$389.26             |
| (May 2 amend) YMCA Trans Shelter 3 fl<br>floor               | 2021                       | \$56,642.48        | \$53,491.00           | \$3,151.48           |
|                                                              |                            |                    |                       |                      |
| 2021 Grant Totals                                            |                            | \$56,642.48        | \$53,491.00           | \$3,151.48           |
| AYEP Youth Center Rehab                                      | 2022                       | \$10,000.00        | \$9,337.93            | \$662.07             |
| Gilchrist Security for Transi Housing                        | 2022                       | \$30,820.00        | \$30,708.00           | \$112.00             |
| 2022 Grant Totals                                            | 2022                       | \$40,820.00        | \$40,045.93           | \$774.07             |
| AYEPS Youth Center Facil Rehab                               | 2023                       | \$20,000.00        | \$19,875.00           | \$125.00             |
| Admin                                                        | 2023                       | \$117,000.00       | \$91,411.18           | \$25,588.82          |
| Ind Cost                                                     | 2023                       | \$12,000.00        | \$8,461.00            | \$3,539.00           |
| FH                                                           | 2023                       | \$11,000.00        | \$8,979.54            | \$2,020.46           |
| YMCA Gil Trans Shelter Ext Elect/Safe/Cam                    | 2023                       | \$124,935.00       | \$27,490.00           | \$97,445.00          |
| FAI ALU Roof                                                 | 2023                       | \$18,026.00        | \$18,000.00           | \$26.00              |
| FAI Water Tank Imps                                          | 2023                       | \$60,000.00        | \$0.00                | \$60,000.00          |
| FAI Gen Installation LEC                                     | 2023                       | \$18,000.00        | \$0.00                | \$18,000.00          |
| Assoc Char Short Term                                        | 2023                       | \$11,435.00        | \$5,642.00            | \$5,793.00           |
| Constitution Park Trails                                     | 2023                       | \$303,000.00       | \$279,057.12          | \$23,942.88          |
| 2023 Grant Totals                                            |                            | \$695,396.00       |                       | \$236,480.16         |
| Baltimore St Redesign Ph 5 Areas                             | 2024                       | \$330,000.00       |                       | \$330,000.00         |
| Alleg Youth Enrichment Youth Center Rehab                    | 2024                       | \$24,000.00        |                       | \$24,000.00          |
| Admin                                                        | 2024                       | \$113,818.00       |                       | \$113,818.00         |
| IC                                                           | 2024                       | \$15,182.00        |                       | \$15,182.00          |
| FH                                                           | 2024                       | \$11,000.00        |                       | \$11,000.00          |

|                                     |           |                     |               |                |
|-------------------------------------|-----------|---------------------|---------------|----------------|
| ACDSS Emerg Rental Assistance       | 2024      | \$10,000.00         |               | \$10,000.00    |
| ACDSS Emerg Sewer/Trash Assistance  | 2024      | \$10,000.00         |               | \$10,000.00    |
| SOAR Program                        | 2024      | \$26,500.00         |               | \$26,500.00    |
| PHA JFV Tot Playground Installation | 2024      | \$40,000.00         |               | \$40,000.00    |
| FCRC Dom Viol Intervention          | 2024      | \$24,500.00         |               | \$24,500.00    |
| Targeted Foot and Bike Patrol       | 2024      | \$4,960.00          |               | \$4,960.00     |
| YMCA Food Program                   | 2024      | \$8,000.00          |               | \$8,000.00     |
| Parks and Recreation Improvements   | 2024      | \$159,535.00        |               | \$159,535.00   |
| 2024 Grant Totals                   |           | \$777,495.00        | \$0.00        | \$777,495.00   |
|                                     |           |                     |               |                |
|                                     |           |                     | Total All Yrs | \$1,018,289.97 |
| November 2024 CDBG Report           |           |                     |               |                |
| Balances:                           | Year      | IDIS grant rpt      |               |                |
| \$389.26                            | 2020      | \$389.26            |               |                |
| \$3,151.48                          | 2021      | \$3,151.48          |               |                |
| \$774.07                            | 2022      | \$829.11            |               |                |
| \$55.04                             | 2022 PI   | \$829.11            |               |                |
| \$236,480.16                        | 2023      | \$236,480.16        |               |                |
| \$777,495.00                        | 2024      |                     |               |                |
| \$68,641.90                         | 2020 cv   | *change each month  |               |                |
| \$3,540.74                          | OLD 20 21 |                     |               |                |
| \$240,850.01 20 21 22 23            |           |                     |               |                |
| \$1,086,986.91 Total All            |           | 20,21,22,23, PI, CV |               |                |
| \$1,018,345.01 Total Regular Funds  |           |                     |               |                |

\*\*post October 2024 Draw.

Regular CDBG: 2024 Activities Added and Sub Recipient Contracts have begun, 2023 Admin Expenditures have been ceased and the new 2024 is covering Admin costs enabling staff to evaluate funds for re-allocation, Environmental Review Records conducted in November, Mandatory Sub Recipient Meetings conducted for construction projects, the PHA returned funds from 2024 which were awarded for a playground at Jane Frazier Village due to staffing issues, CDBG staff evaluated several contracts for compliance with Davis Bacon wage requirements, a site review was conducted for 2024 construction activity, staff attended several community meetings such as Community Resource Day and Human Relations Committee Fair Housing Event committee, staff met with Ryan Mackey regarding continued improvements for the Constitution Park under that 2024 CDBG award.

| CARES ACT CDBG Monthly Report                | Amount Funded | Expended     | Funds Remain       |
|----------------------------------------------|---------------|--------------|--------------------|
| CV3 AYEP Youth Center Rehabilitation         | \$190,050.73  | \$184,709.23 | \$5,341.50         |
| CV Constitution Park Improvements/Trails     | \$14,153.74   | \$14,153.74  | \$0.00             |
| CV Constitution Park Improvements/Playground | \$63,300.40   | \$0.00       | \$63,300.40        |
| <b>TOTAL CDBG CV BALANCE</b>                 |               |              | <b>\$68,641.90</b> |

CDBG CV COVID CARES ACT funds: Two activities remain open. The AYEPS rehab is underway and staff met with them in November to facilitate reporting and expending both CV and regular CDBG funds. The Constitution Park Playground is now under contract and will begin after the first of the year. Total CDBG CV allocations are 88% expended.

## **Historic Planning/Preservation**

November 2024

Ruth Davis-Rogers, Historic Planner/Preservation Coordinator

In addition to serving the public and answering daily questions and inquiries I did the following:

### **Historic Preservation Commission Meeting (HPC)**

- Supported Sept. HPC Meeting scheduled for Nov. 13th, 2024.
- Reviewed and administered Certificate of Appropriateness permits/administrative approval.
- Consulted with building owners on projects requiring COA permits.

### **Meetings & Events**

Attended

- Various city and dept. staff meetings
- DDC Monthly Meeting
- Attainable Housing Mtg.
- Merje Design (Cumberland Wayfinding Plan) virtual meeting
- Winterfest Meeting
- Choose Cumberland Relocation Package Meeting(s)
- Meeting to discuss upcoming Comprehensive Plan
- Baltimore Street Grand Opening
- Audit from MHT for Cumberland's CLG Program

### **Grants, Tax Credits and Section 106 reviews**

Administered/managed funding/grants for:

- Cumberland Wayfinding Plan
- Roof Replacement Program
- Choose Cumberland Relocation Package
- Mid-town Façade Grant
- Conducted Section 106 Reviews (as needed) for various projects.
- Answered questions (as needed) regarding tax incentives from both current and potential building owners.

## **Human Resources**

November 2024

April Howser, HR Officer/Justin Lam, HR Associate

No contributions were submitted

**Comptroller's Office**  
Financial Activity Report  
November 2024  
Mark Gandolfi, City Comptroller

**Cash Flow:**

Attached for your review is a Cash Flow Summary for the month of November 2024.

On November 1, 2024, the City had a cash balance of \$12.5 million (\$10.6 million invested in a value money market program and \$1.9 million participating in a sweep program at First United Bank). Disbursements exceeded receipts by \$2 million resulting in a cash balance of \$10.5 million at November 30, 2024 (\$9.2 million invested in a value money market program and \$1.3 million participating in a sweep program at First United Bank).

As of November 30, the significant tax receivable balances are reflected in the table below.

|                                 |              |              |                            |             |          |                |
|---------------------------------|--------------|--------------|----------------------------|-------------|----------|----------------|
| Taxes receivable (General Fund) |              |              |                            |             |          | \$ 5,912,515   |
|                                 | Beg Balance  | New Billings | Adjustments/<br>Abatements | Collections | Bad Debt | Ending Balance |
| FY 2025                         | \$ 2,744,547 | \$ 2,306,829 | \$ (1,017)                 | 307,310     | \$ -     | \$ 4,743,049   |
| FY 2024                         | 727,302      | 9,597        | -                          | -           | -        | 711,963        |
| FY 2023                         | 288,037      | -            | 4,551                      | 3,405       | -        | 289,183        |
| FY 2022                         | 35,384       | -            | -                          | 34          | -        | 35,350         |
| FY 2021                         | 32,778       | -            | -                          | -           | -        | 32,778         |
| FY 2020                         | 42,972       | -            | -                          | -           | -        | 42,972         |
| FY 2019                         | 10,694       | -            | -                          | -           | -        | 10,694         |
| FY 2018                         | 10,609       | -            | -                          | -           | -        | 10,609         |
| FY 2017                         | 8,502        | -            | -                          | -           | -        | 8,502          |
| FY 2016                         | 7,582        | -            | -                          | -           | -        | 7,582          |
| FY 2015                         | 6,546        | -            | -                          | -           | -        | 6,546          |
| FY 2014                         | 4,880        | -            | -                          | -           | -        | 4,880          |
| FY 2013                         | 2,080        | -            | -                          | -           | -        | 2,080          |
| Prior FY's                      | 6,328        | -            | -                          | -           | -        | 6,328          |
|                                 | \$ 3,928,240 | \$ 2,316,426 | \$ 3,534                   | \$ 310,749  | \$ -     | \$ 5,912,515   |

The current year tax receivable balance is comprised of the following:

|                                     |                    |
|-------------------------------------|--------------------|
| Real property (non-owner occupied)  | \$1,354,321        |
| Personal Property                   | 2,158,093          |
| Real Property (semiannual payments) | 1,230,635          |
| Real Property (Half Year)           | 0                  |
|                                     | <u>\$4,743,049</u> |

The City's liquidity position continues to be strong as illustrated in the following cash and investments table. Restricted cash and investments are comprised primarily of invested American Rescue Plan Act (ARPA) funds received in advance and bond proceeds restricted to associated capital projects and expenditures.

| <b>Cash and Investment Summary</b> |               |               |
|------------------------------------|---------------|---------------|
| <b>November 30, 2024</b>           |               |               |
|                                    | Cash          | Investments   |
| Beginning Balance                  | \$ 12,454,918 | \$ 23,023,324 |
| Add:                               |               |               |
| Cash Receipts                      | 7,932,831     | 90,106        |
| Investment Transfer                | -             | -             |
| Less:                              |               |               |
| Disbursements                      | 9,853,838     | -             |
| Investment Transfer                | -             | -             |
| Ending Balance                     | \$ 10,533,911 | \$ 23,113,430 |
| Restricted                         | \$ 5,341,271  | \$ 14         |

The table below illustrates cash restrictions and restricted investments associated with specific expenditures and/or capital projects.

| <b>Restricted Cash</b>             |              |           |             |            |           |
|------------------------------------|--------------|-----------|-------------|------------|-----------|
|                                    | 11/01/2024   | Increase  | Utilization | 11/30/2024 |           |
| Police Seizures                    | \$ 79,976    | \$ -      | \$ -        | \$         | 79,976    |
| Fire Department Donation           | 2,200        | -         | -           |            | 2,200     |
| Bowers Trust                       | 59,894       | 243       | -           |            | 60,137    |
| Mason Sports Complex Donation      | 2,080        | -         | -           |            | 2,080     |
| Infill Development Allegany County | 150,000      | -         | -           |            | 150,000   |
| National Opioid Settlement         | 121,335      | -         | -           |            | 121,335   |
| ARPA                               | 3,331,697    | 19,262    | -           |            | 3,350,959 |
| Capital Projects                   | 1,458,162    | 5,922     | -           |            | 1,464,084 |
| Demolition & Fiscal Agent Bonds    | 110,500      | -         | -           |            | 110,500   |
|                                    | \$ 5,315,844 | \$ 25,427 | \$ -        | \$         | 5,341,271 |

| <b>Restricted Investments</b> |            |          |             |            |    |
|-------------------------------|------------|----------|-------------|------------|----|
|                               | 11/01/2024 | Increase | Utilization | 11/30/2024 |    |
| DDC                           | \$ 14      | \$ -     | \$ -        | \$         | 14 |
|                               | \$ 14      | \$ -     | \$ -        | \$         | 14 |

Increases to ARPA, Capital Projects, and Bowers Trust are interest earnings.

Capital Projects are CSX funding for Fayette St. and Cumberland St. bridge replacements.

DDC restricted investment was funded through donations and is restricted for the purpose of maintenance of the Wes Han Fountain.

National Opioid Settlement is for opioid intervention in Cumberland.

### **Capital Projects and Associated Debt:**

The tables below illustrate undrawn Maryland CDA bond proceeds as well as the accumulated debt and grant proceeds for the Decatur Street waterline and the Combined Sewer Overflow (CSO) projects.

**Available Bond Proceeds**

|          | 11/1/2024    | Increase | Utilization | 11/30/2024   |
|----------|--------------|----------|-------------|--------------|
| CDA 2021 | 1,757,661    | -        | -           | 1,757,661    |
| CDA 2023 | 1,424,175    | -        | 33,387      | 1,390,789    |
| CDA 2024 | 2,181,388    | -        | 247,231     | 1,934,157    |
|          | \$ 5,363,224 | \$ -     | \$ 280,617  | \$ 5,082,607 |

**CSO Projects**

|                                  | 11/1/2024     | Increase | Utilization | 11/30/2024    |
|----------------------------------|---------------|----------|-------------|---------------|
| Evitts Creek Phase 3 Debt        | \$ 2,297,851  | \$ -     | \$ -        | \$ 2,297,851  |
| Evitts Creek Phase 3 Grant       | 5,418,560     | -        | -           | 5,418,560     |
| Evitts Creek Phase 4 Debt        | 3,550,900     | -        | -           | 3,550,900     |
| Grit Removal and UV Disinfection | 4,445,000     | -        | -           | 4,445,000     |
| 78" Pipeline Debt                | 19,941,232    | -        | -           | 19,941,232    |
| 78" Pipeline Grant               | 46,338,060    | -        | -           | 46,338,060    |
|                                  | \$ 81,991,603 | \$ -     | \$ -        | \$ 81,991,603 |

CDA 2023 \$33K utilization is for cross connections. CDA 2024 \$247K utilization includes \$39K for paving and \$208K for a water excavator vac truck.

Remaining CDA 2021 funds are primarily allocated to Baltimore Street redevelopment (\$1.3M), 5-ton dump truck (\$196K), Marion Street bridge (\$100K) and Decatur Street lighting (\$140K). Remaining CDA 2023 funds consist primarily of an ambulance (\$385K), 5-ton dump truck (\$190K), water filtration building design (\$466K), cross connections (\$33K), anaerobic digester (\$75K) and WWTP roof replacements (\$61K). Remaining CDA 2024 funds are primarily allocated to paving (\$621K), sewer lining (\$360K), and an ambulance (\$364K).

The following four projects are major upgrades to the combined sewer collection system. Evitts Creek Phase 3 is in the engineering phase with necessary funding in place. Phase 3 project cost is estimated at \$7.5 million and is funded with \$5.4 million in grants and \$2.3 million in loan with \$1.1 million being forgivable. Phase 3 is on hold pending CSX granting site access. Evitts Creek Phase 4 is in the planning phase and has most of the funding in place. Phase 4 project cost is estimated at \$4 million and is funded with \$3.6 million in loan with \$1.5 million being forgivable. A WWTP grit removal and UV disinfection project is in the planning phase with necessary funding in place. This project is projected to begin during FY26 at an estimated cost of \$4.4 million and is funded with \$4.4 million in loan with \$1.5 million being forgivable. The 78" pipeline project is pending Army Corp of Engineers approval and private property easement and is anticipated to begin construction during FY26 or FY27. The total estimated project cost is \$67 million and is substantially funded with \$46.3 million in grants and \$20.0 million in loan with \$3.0 million being forgivable.

**COVID-19:**

The City received \$19,595,850 from the American Rescue Plan Act (ARPA). The U.S. Treasury guidance provides greater details on the eligible uses and priority of these funds. These are:

- Support public health expenditures
- Address negative economic impacts caused by the public health emergency
- Replace lost public sector revenue
- Provide premium pay for essential workers
- Invest in water, sewer, and broadband infrastructure

As of November 30, 2024, the City utilized \$18.4 million of the \$19.6 million ARPA award and is on track to obligate all funds by December 31, 2024 and fully expend all funds by December 31, 2026. Remaining projects include park improvements, assistance to small businesses, residential property improvements and demolition, South End and Industrial Boulevard water main replacements, and 4" to 6" water line replacements.

| Purpose                                    | Awarded      | Allocation   |                           |                          |                      |                       |                                 |
|--------------------------------------------|--------------|--------------|---------------------------|--------------------------|----------------------|-----------------------|---------------------------------|
|                                            |              | Budgeted     | Allocated Interest Earned | Utilized Interest Earned | Utilized ARPA Budget | Remaining ARPA Budget | Total Remaining Project Funding |
| American Rescue Plan Act (ARPA)            | \$19,595,850 |              |                           |                          |                      |                       |                                 |
| Premium Pay                                |              | \$ 833,952   |                           |                          | \$ 833,952           |                       | \$ -                            |
| Revenue Loss                               |              | \$10,000,000 |                           |                          | \$10,000,000         |                       | \$ -                            |
| Respond to the health emergency PPE        |              |              |                           |                          |                      |                       |                                 |
| General                                    |              | \$ 29,269    |                           |                          | \$ 29,269            |                       | \$ -                            |
| Facilities and Equipment                   |              | \$ 22,216    |                           |                          | \$ 22,216            |                       | \$ -                            |
| Prisoner Processing Improvements           |              | \$ 62,099    |                           |                          | \$ 62,099            |                       | \$ -                            |
| HVAC Improvement at City Hall              |              | \$ 1,707,302 | \$ 44,450                 | \$ 44,450                | \$ 1,707,302         |                       | \$ -                            |
| Community Programs                         |              |              |                           |                          |                      |                       |                                 |
| Amphitheatre and Pavilion 1&2              |              | \$ 174,350   | \$ 1,824                  | \$ 1,824                 | \$ 174,350           |                       | \$ -                            |
| Pool Area                                  |              | \$ 71,250    | \$ 73,228                 | \$ 73,228                | \$ 71,250            |                       | \$ -                            |
| Union Rescue Mission                       |              | \$ 749,000   |                           |                          | \$ 749,000           |                       | \$ -                            |
| YMCA Bus Replacement                       |              | \$ 216,000   |                           |                          | \$ 216,000           |                       | \$ -                            |
| Duck Pond Remediation                      |              | \$ 16,844    | \$ 12,426                 | \$ 12,426                | \$ 16,844            |                       | \$ -                            |
| City of Cumberland Park Signage            |              | \$ -         | \$ 69,676                 | \$ 69,676                | \$ -                 |                       | \$ -                            |
| Promoting the Community                    |              | \$ 32,386    |                           |                          | \$ 32,386            |                       | \$ -                            |
| Janes Place for Abused Children            |              | \$ 40,777    |                           |                          | \$ 40,777            |                       | \$ -                            |
| DDC Assistance to Small Businesses         |              | \$ 137,667   | \$ 45,833                 | \$ 1,603                 | \$ 137,667           | \$ -                  | \$ 45,833                       |
| Community Development Property Improvement |              | \$ 210,883   | \$ 54,077                 | \$ 11,500                | \$ 210,883           | \$ -                  | \$ 42,577                       |
| Affordable Housing Assistance              |              | \$ 272,589   | \$ 117,927                | \$ 47,462                | \$ 272,589           | \$ -                  | \$ 70,466                       |
| Demolition Assistance                      |              | \$ 20,000    |                           |                          | \$ 20,000            | \$ -                  | \$ -                            |
| Skate Park - Mason Rec Complex             |              | \$ -         | \$ 325,000                | \$ 21,542                | \$ -                 | \$ -                  | \$ 303,458                      |
| Park General Infrastructure                |              | \$ -         | \$ 78,164                 |                          | \$ -                 | \$ -                  | \$ 78,164                       |
| Constitution Park Trail                    |              | \$ -         | \$ 71,836                 | \$ 1,425                 | \$ -                 | \$ -                  | \$ 70,411                       |
| Infrastructure Investments                 |              |              |                           |                          |                      |                       |                                 |
| South End & Industrial Blvd Water Mains    |              | \$ 4,894,228 |                           |                          | \$ 3,717,803         | \$1,176,425           | \$ 1,176,425                    |
| Replace 4" Water Lines with 6" (City-Wide) |              | \$ 105,037   | \$ 102,154                |                          | \$ 105,037           | \$ -                  | \$ 102,154                      |
| Total:                                     | \$19,595,850 | \$19,595,850 | \$ 996,594                | \$ 285,135               | \$18,419,425         | \$1,178,028           | \$ 1,889,487                    |

American Rescue Plan Act (ARPA) Funding

| Purpose                         | Amount       | FY21 Utilization | FY22 Utilization | FY23 Utilization | FY24 Utilization | FY25 Utilization |
|---------------------------------|--------------|------------------|------------------|------------------|------------------|------------------|
| Total Utilization               |              |                  |                  |                  |                  |                  |
| Respond to the health emergency |              |                  |                  |                  |                  |                  |
| Community Programs              | 1,941,748    |                  | \$ 53,702        | \$1,453,747      | \$ 370,175       | \$ 64,123        |
| PPE                             |              |                  |                  |                  |                  |                  |
| General                         | 29,269       |                  | \$ 21,983        | \$ 7,286         | \$ -             | \$ -             |
| Facilities and Equipment        | 1,791,616    |                  | \$ 20,000        | \$ 27,166        | \$ 1,379,482     | \$ 364,968       |
| Premium Pay                     | 833,952      |                  | \$ 833,952       | \$ -             | \$ -             | \$ -             |
| Revenue Loss                    | 10,000,000   | \$ 1,224,870     | \$2,925,043      | \$2,925,043      | \$ 2,925,043     | \$ -             |
| Infrastructure Investments      |              |                  |                  |                  |                  |                  |
| Water                           | 3,822,840    |                  |                  | \$ 159,298       | \$ 2,021,376     | \$1,642,165      |
| Total:                          | \$18,419,425 | \$ 1,224,870     | \$3,854,681      | \$4,572,541      | \$ 6,696,077     | \$2,071,256      |

Respectfully submitted,

Jeffrey F. Silka  
City Administrator

slb

**File Attachments for Item:**

. Engineering Division Monthly Report for November 2024

| Capital Projects |                             |                             |                                                     |                                                                                                             |                      |                                                                                                                                                                                                                                                                                                                                                                                               | November 30, 2024 |                |
|------------------|-----------------------------|-----------------------------|-----------------------------------------------------|-------------------------------------------------------------------------------------------------------------|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----------------|
| Order            | Project No.<br>(New Format) | Project No.<br>(Old Format) | Project Name                                        | Description                                                                                                 | Phase                | Comments                                                                                                                                                                                                                                                                                                                                                                                      | Updated By        | Date of Update |
| 2008             |                             | 05-08-S                     | Evitts Creek CSO Upgrades Phase III                 | Replacement of CSO line connecting                                                                          | Design               | <b>UPDATE</b> - Working with CSX and their subcontractor to                                                                                                                                                                                                                                                                                                                                   | RLS               | 11/25/2024     |
| 2008             |                             | 06-08-S                     | Interceptor Sewer to Evitts Creek                   | This is the sewer along Evitts Creek                                                                        | Final Engineering    | <b>UPDATE</b> - Received engineering report from Gwin Dobson &                                                                                                                                                                                                                                                                                                                                | MDI               | 11/22/2024     |
| 2013             |                             | 6-13-RE                     | Cumberland Skate Park                               | The Cumberland Skate Park project will                                                                      | Construction Bidding | <b>UPDATE</b> - Project site work was put out to bid with bids due on                                                                                                                                                                                                                                                                                                                         | ANM               | 11/21/2024     |
| 2014             |                             | 04-14-WWTP                  | Sludge Screening Study/Design                       | Study to select the best alternative to keep                                                                | Design               | <b>NO CHANGE</b> Need/Benefit of the project is being reevaluated,                                                                                                                                                                                                                                                                                                                            | RLS               | 4/2/2018       |
| 2014             |                             | 19-14-M                     | Greene Street Complete Street Plan                  | Planning Study for Greene Street                                                                            | Planning             | <b>NO CHANGE</b> - The Design Report from Alta Planning + Design was submitted and presented to the Mayor and City Council. The plan to start work on Construction Funding Applications has been delayed because of the Baltimore Street Project, which would have been competing for the same funds. This project still needs to be done and should be a priority in the future.             | RLS               | 6/1/2017       |
| 2015             |                             | 18-15-S                     | CSO Water Quality Analysis                          | Base line data collection for analysis of future CSO needs after CSO Storage is on line.                    | Planning             | <b>UPDATE</b> Project continues. Staff are taking regular scheduled stream samples for e-Coli analysis at this time. Due to lack of rain since July, sampling has been stalled throughout most of 2024.                                                                                                                                                                                       | RJK               | 11/21/2024     |
| 2016             |                             | 12-16-M                     | Baltimore Street Access                             | The purpose of the New Baltimore Street                                                                     | Construction         | <b>UPDATE</b> - The project has been award to Triton Constrution of                                                                                                                                                                                                                                                                                                                           | MDI               | 11/22/2024     |
| 2016             |                             | 19-16-S                     | 78" Parallel Pipeline from Mill Race to             | 78" Pipeline to CSO tank in accordance                                                                      | Design               | <b>NO CHANGE</b> - The City continues to coordinate restarting this                                                                                                                                                                                                                                                                                                                           | RLS               | 6/13/2024      |
| 2017             |                             | 2-17-FPM                    | Flood Control Encroachment removal                  | The City as the Local Sponsor of the                                                                        | Planning             | <b>NO CHANGE</b> - This project has been delayed because of other                                                                                                                                                                                                                                                                                                                             | RLS               | 7/11/2018      |
| 2017             |                             | 18-17-M                     | Maryland Avenue Development                         | This is not and Engineering Project, but                                                                    | Design               | <b>NO CHANGE</b> - Phases 1 & 2 of the Cumberland Gateway                                                                                                                                                                                                                                                                                                                                     | RLS               | 3/26/2021      |
| 2018             |                             | 08-18-BR                    | Cumberland Street Bridge                            | This project will replace the bridge                                                                        | Design               | <b>UPDATE</b> - Working to complete the final design documents.                                                                                                                                                                                                                                                                                                                               | RLS               | 9/25/2024      |
| 2018             |                             | 09-18-BR                    | Baltimore Street Bridge Replacement                 | This project will replace the bridge                                                                        | Construction         | <b>UPDATE</b> - Construction is complete, pending final inspection.                                                                                                                                                                                                                                                                                                                           | RLS               | 11/25/2024     |
| 2018             |                             | 22-18-M                     | Solid Waste and Recycling Collection                | Contract documents for the FY20 garbage and recycling collection bid process                                | Planning             | <b>NO CHANGE</b> Last year of contract (was extended one year).                                                                                                                                                                                                                                                                                                                               | RJK               | 11/21/2024     |
| 2018             |                             | 26-18-M                     | Ridgeley Levee System Certification                 |                                                                                                             |                      |                                                                                                                                                                                                                                                                                                                                                                                               |                   |                |
| 2018             |                             | 31-18-WFP                   | Pine Ridge Water & PUC Rate                         | Project involves determining a path                                                                         | N/A                  | <b>NO CHANGE</b> - City staff continues to work through issues with                                                                                                                                                                                                                                                                                                                           | RLS               | 1/28/2020      |
| 2018             |                             | 44-18-BR                    | Washington Street Bridge Replacement                | This project will replace the bridge structure.                                                             | Planning             | <b>NO CHANGE</b> - Studies have been returned and subject to CSX negotiations.                                                                                                                                                                                                                                                                                                                | RLS               | 8/5/2019       |
| 2020             |                             | 2-20-M                      | Frederick St Parking Garage Repairs                 | Repairing a spalled section of slab on                                                                      | Planning             | <b>NO CHANGE</b> - Researching proper repair systems for spalled                                                                                                                                                                                                                                                                                                                              | MDI               | 1/24/2020      |
| 2020             |                             | 6-20-S                      | Sanitary Sewer Lining Assessment                    | Performing a cost assessment on relining                                                                    | Planning             | <b>NO CHANGE</b> - Based on list of "high risk" lines provided by                                                                                                                                                                                                                                                                                                                             | MDI               | 11/29/2023     |
| 2020             |                             | 9-20-M                      | Constitution Park Fill Disposal                     | Assessing potential clean fill dump sites for Public Works                                                  | Construction         | <b>NO CHANGE</b> - Public works dept. has finished dumping in site #1 behind Long Field. They have placed topsoil and will hydroseed this area in October. Site #2 (behind pool house) was filled in Spring of 2024 and will remain gravel at the surface for future vehicular use. The slopes will also be hydroseeded in October. These sites will be completely closed                     | MDI               | 9/20/2024      |
| 2020             |                             | 14-20-M                     | Carver Building Repairs                             | Project to repair damage to the Carver                                                                      | Planning             | <b>NO CHANGE</b> - The building power should be restored in the                                                                                                                                                                                                                                                                                                                               | RLS               | 1/25/2023      |
| 2020             |                             | 17-20-WWTP                  | CSO Long-Term Control Plan Projects/Schedule Review | Correspondences with MDE regarding the LTCP Projects and the Consent Decree (CO) end date: October 1, 2023. | N/A                  | <b>NO CHANGE</b> Coalition received a draft Modified Consent Decree from MDE late April. Staff have reviewed the document, met with other coalition members, and met with MDE in Frostburg on August 23, 2024 to discuss the challenges in the Modified Consent Decree.<br><br>Next steps are to mark up the Modified Consent Decree (MCD) as a coalition and forward back to MDE for further | RJK               | 11/21/2024     |
| 2020             |                             | 29-20-S                     | Locust Grove Force Main & LaVale                    | Joint project between Allegany County                                                                       |                      | <b>UPDATE</b> The pump station is online and will be reporting flows                                                                                                                                                                                                                                                                                                                          | RJK               | 11/21/2024     |
| 2020             |                             | 30-20-SWM                   | Grow West Facility Expansion                        | SWM Review for proposed expansion of                                                                        | Construction         | <b>COMPLETE</b> City only monitoring SWM at this facility with any                                                                                                                                                                                                                                                                                                                            | MDI               | 9/20/2024      |
| 2021             |                             | 4-21-W                      | Route 220 20" Water Main                            | Project to replace the 20" water main in                                                                    | Planning             | <b>NO CHANGE</b> - This project is in the planning stages in                                                                                                                                                                                                                                                                                                                                  | RLS               | 4/21/2021      |
| 2021             |                             | 6-21-RE                     | Constitution Park Wading Pool Filter                | Replace the cracked filter and other                                                                        |                      | <b>NEW</b> -                                                                                                                                                                                                                                                                                                                                                                                  |                   |                |
| 2021             |                             | 10-21-M                     | Undocumented Rights-of-Way                          | Decide how undocumented rights-of-way                                                                       | Study                | <b>NO CHANGE</b> - Evaluating using GIS to track City owned                                                                                                                                                                                                                                                                                                                                   | JRD               | 8/30/2023      |
| 2021             |                             | 12-21-WWTP                  | Industrial Pretreatment USPI CWT                    | An application to discharge industrial                                                                      | Planning             | <b>COMPLETE</b> - Permit issued to USPI, effective date was                                                                                                                                                                                                                                                                                                                                   | RJK               | 6/11/2024      |
| 2021             |                             | 16-21-M                     | Downtown ADA Improvements                           | This project includes the replacement of                                                                    | Design               | <b>UPDATE</b> - Project is scheduled to receive CDBG funding in                                                                                                                                                                                                                                                                                                                               | MDI               | 11/22/2024     |

|                                                                                                                                                                                                                                                               |              |              |                                       |                                              |                      |                                                                 |     |            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------|---------------------------------------|----------------------------------------------|----------------------|-----------------------------------------------------------------|-----|------------|
| 2021                                                                                                                                                                                                                                                          |              | 20-21-M      | Engineering Database Migration        | This project will implement the migration of | Planning             | UPDATE - Still finalizing issues with permissions caused by the | JAT | 11/22/2024 |
| 2021                                                                                                                                                                                                                                                          |              | 21-21-WFP    | Water Allocation Permit Renewal PA    | The Water Allocation Permit is required to   | Permitting           | NO CHANGES- Application submitted in March.                     | RJK | 6/11/2024  |
| 2021                                                                                                                                                                                                                                                          |              | 31-21-RE     | Constitution Park Amphitheater        | Project to upgrade the Constitution Park     | Construction         | NO CHANGES - This project is complete.                          | MDI | 7/26/2023  |
| <b>NOTE: Beginning in 2022, the Engineering Department will be migrating to a new project number format.</b><br><b>The new number format places the 4-digit year first, a 2-digit yearly sequence second, and a 3 or 4-character project type code third.</b> |              |              |                                       |                                              |                      |                                                                 |     |            |
| 2022                                                                                                                                                                                                                                                          | 2022-02-WTR  | 2-22-W       | South Cumberland Water Main           | This project includes the replacement of     | Construction         | UPDATE - Project was bid and was awarded to Excavating          | ANM | 9/20/2024  |
| 2022                                                                                                                                                                                                                                                          | 2022-09-SHLD | 09-22-M      | Cumberland Street ADA                 | ADA improvements at the intersection of      | Design               | NO CHANGE - This project is currently in preliminary design.    | JAT | 7/19/2022  |
| 2022                                                                                                                                                                                                                                                          | 2022-10-SWM  | 10-22-SWM    | Messick Road Development              | SWM Review and Utility Easement              | Review               | NO CHANGE - Waiting for support to be requested of the          | RLS | 2/2/2023   |
| 2022                                                                                                                                                                                                                                                          | 2022-11-PBLD | 11-22-PBLD   | City Hall/Public Safety Building HVAC | American Rescue Plan Act (ARPA)              | Construction         | UPDATE - The system is completely installed and start-up        | RLS | 11/25/2024 |
| 2022                                                                                                                                                                                                                                                          | 2022-12-PBLD | 12-22-PBLD   | Prisoner Processing Improvements      | American Rescue Plan Act (ARPA) funded       | Planning             | NO CHANGE - Due to insufficient ARPA funds being allocated.     | RLS | 1/29/2024  |
| 2022                                                                                                                                                                                                                                                          | 2022-14-MISC | 14-22-M      | Residential Grass Mowing              | Contract for mowing the residential          | Construction         | NO CHANGE - Contract underway.                                  | DTG | 9/25/2024  |
| 2022                                                                                                                                                                                                                                                          | 2022-15-MISC | 15-22-M      | Non Residential Grass Mowing          | Contract for mowing the Commercial and       | Construction         | NO CHANGE - Contract underway.                                  | DTG | 9/25/2024  |
| 2022                                                                                                                                                                                                                                                          | 2022-16-SHLD | 2022-16-SHLD | Waverly Terrace Retaining Wall        | Project to include replacement of retaining  | Planning             | NO CHANGE - Currently developing preliminary cost estimate      | MDI | 7/22/2022  |
| 2022                                                                                                                                                                                                                                                          | 2022-24-BR   | 2022-24-BR   | Fayette Street Over CSX Rail Bridge   | Design and construction of the Fayette       |                      | UPDATE - The project was approved to begin preliminary          | RLS | 11/25/2024 |
| 2022                                                                                                                                                                                                                                                          | 2022-26-SHLD | 2022-26-SHLD | Massachusetts Ave and New             | CDBG funded project to install ADA           | Design               | UPDATE - Sewer repairs within the scope of work for this        | JAT | 11/22/2024 |
| 2022                                                                                                                                                                                                                                                          | 2022-28-WFP  |              | UCMR5                                 | Quotes for water plant sampling of           | N/A                  | COMPLETE - Public notification required as results are posted.  | RJK | 11/21/2024 |
| 2022                                                                                                                                                                                                                                                          | 2022-29-M    |              | Bellevue Street Brownfields Site      | EPATBA Program Phase I and Phase II          | Study                | COMPLETE - EPA TBA program. Upon the completion of the          | RJK | 9/20/2024  |
| 2022                                                                                                                                                                                                                                                          | 2022-32-RECR |              | Constitution Park Trails              | CDBG funded project to install mountain      | Design               | UPDATE - The project is substantially complete. The areas       | JAT | 11/22/2024 |
| 2022                                                                                                                                                                                                                                                          | 2022-35-FPM  |              | Ridgeley Bituminous Sill Repairs      | Project to include repairs to the existing   | Planning             | NO CHANGE - This project is on hold until next year due to      | MDI | 9/20/2024  |
| 2022                                                                                                                                                                                                                                                          | 2022-36-PBLD |              | AST Compliance at MSC                 | Permit compliance for the fuel tanks at the  | N/A                  | COMPLETE - Permit compliance is met with the fuel tank          | RJK | 6/11/2024  |
| 2022                                                                                                                                                                                                                                                          | 2022-39-FPM  |              | River walk and Potomac Industrial     | Remove the industrial dam for the            | Design               | NO CHANGE - The draft PER has been submitted. Additional        | RLS | 6/13/2024  |
| 2022                                                                                                                                                                                                                                                          | 2022-42-SHLD |              | Fletcher Alley Road Repairs           | Repair section of Fletcher Alley behind      | Planning             | NO CHANGE - Planning for possible repairs is underway. Still    | MDI | 4/12/2023  |
| 2023                                                                                                                                                                                                                                                          | 2023-07-PVG  |              | General City Paving FY24              | Paving projects for FY24                     | Planning             | UPDATE - Engineering is currently working out scope of work     | JAT | 11/16/2023 |
| 2023                                                                                                                                                                                                                                                          | 2023-08-SANS |              | Carpendale Sewer                      | New Sewer line                               |                      |                                                                 |     |            |
| 2023                                                                                                                                                                                                                                                          | 2023-10-M    |              | Solid Waste and Recycling Collection  | Curbside solid waste and recycling           | N/A                  | UPDATE - RFP drafted for FY26 solid waste services;             | RJK | 11/21/2024 |
| 2023                                                                                                                                                                                                                                                          | 2023-12-BRDG |              | Marion Street Bridge Repairs          | Repair spalled concrete under the bridge     | Construction Bidding | UPDATE - Construction RFP documents were advertised for         | MDI | 11/22/2024 |
| 2023                                                                                                                                                                                                                                                          | 2023-13-M    |              | 2023 ECWC Watershed Timber Sale       | Annual Timber Sale @ ECWC                    | Construction         | NO CHANGE - Work is ongoing.                                    | DTG | 9/25/2024  |
| 2023                                                                                                                                                                                                                                                          | 2023-14-PBLD |              | MSC Fuel Tank Replacement             | Municipal Service Center Tank                | Construction         | UPDATE - Project awarded to Triad Engineering 11/21/2023.       | ANM | 11/21/2024 |
| 2023                                                                                                                                                                                                                                                          | 2023-15-M    |              | Spotted Lanternfly Quarantine         | Spotted Lanternfly Information               | N/A                  |                                                                 |     |            |
| 2023                                                                                                                                                                                                                                                          | 2023-17-RECR |              | Park and Public Facilities Signage    | New Park Signage Design and                  | Construction         | NO CHANGE - Implementation of this project is being handled     | JAT | 8/24/2023  |
| 2023                                                                                                                                                                                                                                                          | 2023-18-WRF  |              | WRF Plant Optimization Study          | The project scope has been changed to        | Study                | UPDATE - This RFP was awarded WRA and a draft of the            | RLS | 11/25/2024 |
| 2023                                                                                                                                                                                                                                                          | 2023-20-WFP  |              | WFP Membrane Filtration Building      | Design new membrane filtration building      | Design               | NO CHANGE - The PER has been submitted. Engineering staff       | RLS | 9/25/2024  |
| 2023                                                                                                                                                                                                                                                          | 2023-22-SHLD |              | Market Street Sidewalk                |                                              | Design               | NEW - This is a new project for ADA improvements at Market      | JAT | 11/16/2023 |
| 2023                                                                                                                                                                                                                                                          | 2023-24-SANS |              | Sanitary Sewer CIPP Repair            |                                              | Construction Bidding |                                                                 |     | /          |
| 2024                                                                                                                                                                                                                                                          | 2024-01-UTIL |              | MDE PreApplications FFY24 FY26        | Applications for state funding for Water &   | N/A                  | COMPLETE - Five applications prepared for submission            | RJK | 6/11/2024  |
| 2024                                                                                                                                                                                                                                                          | 2024-02-WTR  |              | 24 Inch Crosstown Water Main          | Water main replacement from Polk St to       | Planning             |                                                                 |     |            |
| 2024                                                                                                                                                                                                                                                          | 2024-03-FPM  |              | Dry Run Dam Overtopping               |                                              | Study                | NO CHANGE - Requesting funding from MDE for engineering         | MDI | 4/29/2024  |
| 2024                                                                                                                                                                                                                                                          | 2024-04-TRFC |              | Kelly Road Pedestrian Improvements    | Upgrade of mid-block crosswalk on Kelly      | Construction         | UPDATE - Proposed improvement plans including Rectangular       | MDI | 11/22/2024 |
| 2024                                                                                                                                                                                                                                                          | 2024-05-M    |              | 2024 ECWC Watershed Timber Sale       |                                              |                      |                                                                 |     |            |
| 2024                                                                                                                                                                                                                                                          | 2024-06-PVG  |              | Mechanic & Harrison Streets           |                                              |                      |                                                                 |     |            |
| 2024                                                                                                                                                                                                                                                          | 2024-07-PRKG |              | Constitution Park Parking Lot Paving  | Paving improvements for various parking      | Design               | UPDATE - Design has been completed for the parking lot          | JAT | 11/22/2024 |
| 2024                                                                                                                                                                                                                                                          | 2024-08-RECR |              | Constitution Park Pedestrian          | Pedestrian improvements in Constitution      | Planning             | NO CHANGE - In preliminary design and is being planned          | JAT | 6/11/2024  |
| 2024                                                                                                                                                                                                                                                          | 2024-11-PVG  |              | General City Paving FY25              |                                              |                      |                                                                 |     |            |
| 2024                                                                                                                                                                                                                                                          | 2024-12-PBLD |              | MDE BEPS Public Safety Building       | Maryland's Energy Performance                | N/A                  | NO CHANGE Owners of covered buildings are required to           | RJK | 11/21/2024 |
| 2024                                                                                                                                                                                                                                                          | 2024-13-SWM  |              | Grow West Dispensary Beall Street     | SWM Review for new Grow West                 | N/A                  | COMPLETE - SWM Review was completed and the plans               | MDI | 11/22/2024 |
| 2024                                                                                                                                                                                                                                                          | 2024-14-SWM  |              | Western Maryland Outdoor Power        | SWM Review for a storage building at         | N/A                  | NO CHANGE - I was contacted about development on this site      | MDI | 11/22/2024 |
| 2024                                                                                                                                                                                                                                                          | 2024-16-MISC |              | Clock Tower for Hendershot Park       | Proposed clock tower and other               |                      |                                                                 |     |            |
| 2024                                                                                                                                                                                                                                                          | 2024-17-RECR |              | Fairmont Ave Playground               |                                              | Planning             | UPDATE - A preliminary design plan and estimate were put        | JAT | 11/22/2024 |
| 2024                                                                                                                                                                                                                                                          | 2024-18-WFP  |              | PA Dam Inspection Contract            | Development of contract for Dam              | Inspection           | UPDATE - This is for a 3-year inspection contract. Bids were    | MDI | 11/22/2024 |
| 2024                                                                                                                                                                                                                                                          | 2024-19-RECR |              | 2024 Constitution Park Playground     | Replacement of playground equipment          | Construction Bidding | NEW - Miracle (Metro Recreation) was selected as the winning    | DTG | 11/22/2024 |
| 2024                                                                                                                                                                                                                                                          | 2024-20-WRF  |              | Bundled Energy Solutions              |                                              |                      | UPDATE - CBS is still reviewing the existing conditions and     | RLS | 11/25/2024 |
| 2024                                                                                                                                                                                                                                                          | 2024-21-RECR |              | 2024 Gene Mason Complex Poured-       | Poured-In-Place safety surfacing for the     | Construction Bidding | NEW - Project is placed out for advertisement with bids being   | DTG | 11/21/2024 |
| 2024                                                                                                                                                                                                                                                          | 2024-22-W    |              | Braddock Road Water Main              |                                              | RFP                  |                                                                 |     |            |
| 2024                                                                                                                                                                                                                                                          | 2024-23-SWM  |              | Village Crossing at Compbello         | SWM Review for a 10 acre housing             | N/A                  | NEW - Received conceptual SWM plan for site on 11/15/2024.      | MDI | 11/22/2024 |
|                                                                                                                                                                                                                                                               |              |              |                                       |                                              |                      |                                                                 |     |            |
|                                                                                                                                                                                                                                                               |              |              |                                       |                                              |                      |                                                                 |     |            |
|                                                                                                                                                                                                                                                               |              |              |                                       |                                              |                      |                                                                 |     |            |

| Program Projects Update |              |                                         |                                                                                                                                                                                                                                                                                                      |                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |            | #VALUE!        |
|-------------------------|--------------|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------|
| Order                   | Department   | Program/Project Name                    | Description                                                                                                                                                                                                                                                                                          | Phase                 | Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Updated By | Date of Update |
|                         | PUBLIC WORKS | Curbside Recycling                      | Curbside recycling program started in the City of Cumberland July 1, 2014                                                                                                                                                                                                                            | Ongoing               | <b>NO CHANGE</b> Outreach to residents; monthly articles in the Times-News and Facebook.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | RJK        | 25-Jan-23      |
|                         | PUBLIC WORKS | Solid Waste Management Board            | County Board for planning and discussion of County-wide recycling and solid waste issues                                                                                                                                                                                                             | Ongoing               | <b>NO CHANGE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | RJK        | 25-Jan-23      |
|                         | WWTP         | Cumberland Pretreatment Program         | City Ordinance No. 3251 regulates industrial and significant dischargers to Cumberland's sewer and POTW. There are 4 Significant Industrial Users (SIUs) permitted under this Ordinance. Program may also regulate non-significant users that pose a threat or cause problems to the system or POTW. | Regulatory            | <b>UPDATE</b> USPI now completely CWT wastes. USPI now operating under the trade name RRCWT. Permit requires modification reviews for any new permit parameters.<br><br>FCI cumberland permit due for renewal. Draft permit is under review by MDE at this time. To be re-issued March 1, 2023.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | RJK        | 25-Jan-23      |
|                         | WWTP         | POTW NPDES Permit                       | Requirements for compliance                                                                                                                                                                                                                                                                          | Annual/As Needed      | <b>NO CHANGE</b> - Renewal application mailed June 1, 2018. Permit expires April 2020. MDE conference call took place on July 7, 2020. Draft permit received July 27th. Second DRAFT received on September 1st, with conference call taken place September 21 in regards to finalized language.<br><br>Draft Permit reviewed by EPA in November; comments by EPA to MDE have triggered further drafting of sections of the Permit pertaining to primarily to the CSO program.<br><br>City has retained the services of AquaLaw, specializing in wastewater regulatory/permit reviews and legal counsel. AquaLaw will participate in reviewing the next draft of the permit, any revisions that follow and the final permit; in the best interest of the City.<br><br>Anticipated issue date: unknown at this time. | RJK        | 25-Jan-23      |
|                         | WWTP/CSO     | CSO Consent Decree Compliance Reporting | Reporting/Inspections                                                                                                                                                                                                                                                                                | Semi-Annual/As Needed | <b>UPDATE</b> The next semi-annual report due July 10, 2023. Currently the Consent Decree expires October 2023. See Project No. 17-20-WWTP.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | RJK        | 25-Jan-23      |
|                         | WFP          | NPDES Permit                            | Requirements for compliance                                                                                                                                                                                                                                                                          |                       | <b>NO CHANGE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | RJK        | 3-Jun-22       |
|                         | Watershed    | Evitts Creek Steering Committee         | Cross-jurisdictional committee working on source water protection efforts.                                                                                                                                                                                                                           | Quarterly             | <b>UPDATE</b> April meeting to took place on 4/21; in-person meeting at Cumberland Valley Township Building, Centerville, PA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | RJK        | 3-Jun-22       |

Complete  
Construction  
Construction Bidding  
Construction Closeout  
Design  
Inspection  
N/A  
Planning  
RFP  
Study  
Review

**File Attachments for Item:**

- . Maintenance Division Monthly Report for November 2024

# **MAINTENANCE DIVISION REPORT NOVEMBER 2024**

**Street Maintenance Report**

**Parks & Recreation Maintenance Report**

**Fleet Maintenance Report**

**Central Services Report**

**PUBLIC WORKS/MAINTENANCE  
STREET BRANCH  
MONTHLY REPORT  
NOVEMBER 2024**

- Potholes and Citizen Reports
  - 41 Service Requests Completed
  - 32 Streets and 5 Alleys Repaired
- Street Maintenance and Utility Work
  - 75 Tons Hot Mix Utilized
- Paving
  - King Street
    - 300 Tons HMA
- Tree Removal and Pruning
  - 5 hazard trees were removed
  - 22 trees were trimmed
  - Tree Complaints and Tree Issues
    - Resolved and/or addressed 19 tree complaints and tree issues
  - Other Work
    - Shade Tree Meeting
    - Completed Christmas Tree Install Downtown
    - Assisted LBC with Cleanup
    - Assisted Central Services with Holiday Lights on VA Ave
    - Cleaned up Lucy's Park from Timber Harvest
- Street Cleaning Operations
  - Sweeper was removed from service early October due to Mechanical Issues
  - Sweeper has not returned to Full Service
- Sign Work
  - 11 Traffic Control Sign Repaired / Installed
  - 3 Street Name Signs Repaired / Installed
  - 2 Handicap Signs Repaired / Replaced
  - 2 Handicap Signs Removed / Installed
- Miscellaneous
  - Traffic Control Completed for 5 Events

**PUBLIC WORKS/MAINTENANCE  
PARKS & RECREATION MAINTENANCE  
MONTHLY REPORT  
NOVEMBER 2024**

- Constitution Park
  - Mowing operations Completed: Operating as needed
  - All Public Restrooms were closed and winterized
  - Quote accepted for new pole building storage structure @ Park from Kauffman Metals
  
- Mason's Sports Complex
  - Mowing operations completed
  - All public restrooms were closed and winterized
  - All leagues have completed their seasons and we will begin prepping for winter
  
- Parklets
  - Mowing contractor continues operations at all outlying greenspace parklets
  
- Miscellaneous
  - Tree erected downtown and lights installed on Virginia Avenue for the Holiday Season

**FLEET MAINTENANCE  
MONTHLY REPORT  
NOVEMBER 2024**

| <b>DEPARTMENT</b>                               | <b>REPAIRS</b> |
|-------------------------------------------------|----------------|
| <b>Central Services</b>                         | <b>0</b>       |
| <b>Community Development</b>                    | <b>0</b>       |
| <b>DDC</b>                                      | <b>1</b>       |
| <b>Engineering</b>                              | <b>0</b>       |
| <b>Fire</b>                                     | <b>6</b>       |
| <b>Fleet Maintenance</b>                        | <b>2</b>       |
| <b>Flood</b>                                    | <b>6</b>       |
| <b>MPA</b>                                      | <b>0</b>       |
| <b>P &amp; R Maintenance</b>                    | <b>1</b>       |
| <b>Police</b>                                   | <b>20</b>      |
| <b>Public Works</b>                             | <b>2</b>       |
| <b>Sewer</b>                                    | <b>2</b>       |
| <b>Snow Removal</b>                             | <b>1</b>       |
| <b>Street Maintenance</b>                       | <b>17</b>      |
| <b>Water Distribution</b>                       | <b>12</b>      |
| <b>WFP</b>                                      | <b>0</b>       |
| <b>WWTP</b>                                     | <b>0</b>       |
| <br>                                            |                |
| <b>In House Fleet Maintenance Projects</b>      | <b>6</b>       |
| <b>Scheduled Preventative Maintenance</b>       | <b>7</b>       |
| <b>Field Service Calls</b>                      | <b>3</b>       |
| <b>Total Fleet Maintenance Projects</b>         | <b>86</b>      |
| <br>                                            |                |
| <b>Total Repair Orders Submitted</b>            | <b>8</b>       |
| <b>Fleet Maintenance Risk Management Claims</b> | <b>0</b>       |

**CENTRAL SERVICES  
MONTHLY REPORT  
NOVEMBER 2024**

- **City Hall:** Worked on getting ready to paint the basement of City Hall. Fixed all the bad spots in the walls and took everything off the walls. Fixed the handrail on the ramp that got busted through the drywall, and started painting. Moved all the file cabinets out in front of the counter area. Checked on a reported sewer smell in the Liberty Street entrance area of City Hall. Checked on the first-floor bathroom exhaust vent at City Hall to make sure there are no birds nesting in it. Repaired or replaced a light fixture in the IT storage room at City Hall. Picked up some tables for City Hall that were used week in the Council Chambers. Checked on the power outage at City Hall, will have to lock up the building with key at some point of the outage. Getting City Hall Christmas decorations ready to take them from PSB on Friday. Picked up the carpet for the basement of City Hall. Decorated City Hall. Checked on the power to the outlets in the area between City Hall and the Chamber of Commerce on the light pole not working. Moved the desks and things for the carpet guy to get started in the City Hall basement.
- **Municipal Service Center:** Flood Control's garage door opener is not working. Put the new solar powered crosswalk signs together that are for the YMCA.
- **Public Safety Building:** Checked on garage door 4 at the Fire Department at PSB, was told the door was hanging up while coming down. Replaced a bad light in the hallway on the second-floor police side of PSB by the men's locker room. Changed the filters above the apparatus floor fire garage PSB. Fixed a door knob on the 3rd floor police side of PSB that is falling off. Fixed lights in the Fire Department at the top of the stairwell at PSB. Checked on the heat in the Engineering Department, they said it's cold in there. Installed a landline on the new camera trailer for the police to power it other than the batteries. Fixed the ceiling in the Police Chief's office (ceiling tile fell over the weekend). Replaced blower belts on AHU #3 at PSB. Installed a new cat6 cable from the 2nd floor data room to the 3rd floor police office. Installing a cell signal booster in the Police Chief's office 2nd floor PSB. The Fire Department kitchen sink is not draining at PSB.
- **Fire Stations #2:** Checked on the garage door and heating systems. Fixed the toilet in the basement
- **Downtown Area & Mall:** Put the new Xmas-tree anchor points in at the mall. Set up the stage for the Baltimore Street Grand Reopening Ceremony. Installed the second receptacle L14-30R in the panel behind the waterfall for the sound equipment for the grand opening. Helped with cutting Christmas tree down and setting it up on the mall. Made up the cables and attached it to the buildings. Finished adjusting the Christmas tree and started decorating it. Helped with the last of the Christmas lights Downtown with the bucket truck. Helped DDC with Christmas lights. Set up the stage for the tree lighting on Friday on the mall.

- **Parks:** Drained the filter buildings at the Park Pool. The men's bathroom at the activities building when flushed will run for about 30 seconds continuously. Winterized the main pool building before the cold weather gets here.
- **Traffic and Street Lights:** Reported 25 street lights for the power company to repair. Checked and replaced burned out traffic and crosswalk signal heads @ Henderson and Valley. Repaired two lights on Decatur St. that were reported out.
- **Other areas:** Elevator inspections at CCPG, Frederick St parking garage, and City Hall. Tested the Christmas lights for Virginia Ave. before we put them up. Checked on the Virginia Ave. Christmas lights and power at the poles. Fixed the photocells and GFCI receptacle on George Washington Headquarters for the Christmas lights.
- **Flood Department and Sewer:** Worked on getting one of the vacuum contactors repaired for the Viaduct Pump Station.
- Monthly Safety Meeting – November 14, 2024
- PMs on all the pumps and motors at PSB, City Hall and MSC

**File Attachments for Item:**

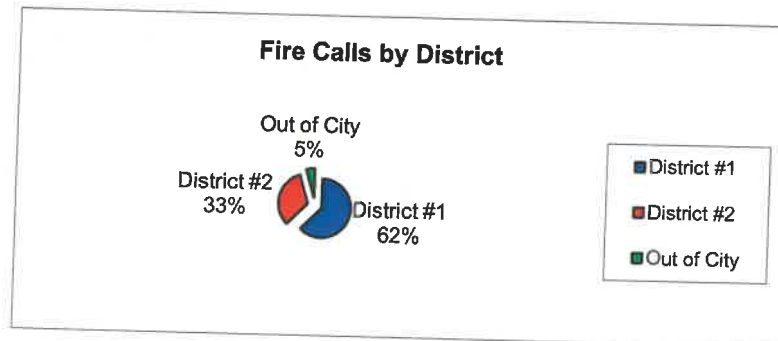
. Fire Department Monthly Report for November 2024

**Report of the Fire Chief for the month of November 2024**  
**Prepared for the Honorable Mayor and City Council and City Administrator**

**Cumberland Fire Department Responded to 107 Fire Alarms in November 2024**

Responses by District:  
 District #1       67  
 District #2       35  
 Out of City       5  
                     107

Additional Alarms: 0



Number of Alarms:  
 First Alarms Answered

107

**Calls Answered Below:**

Property Use:  
 Public Assembly       4  
 Educational           1  
 Institutional           5  
 Residential           49  
 Stores and Offices     7  
 Storage                0  
 Manufacturing         1  
 Basic Industry/Utility   1  
 Special Properties     39  
                             107

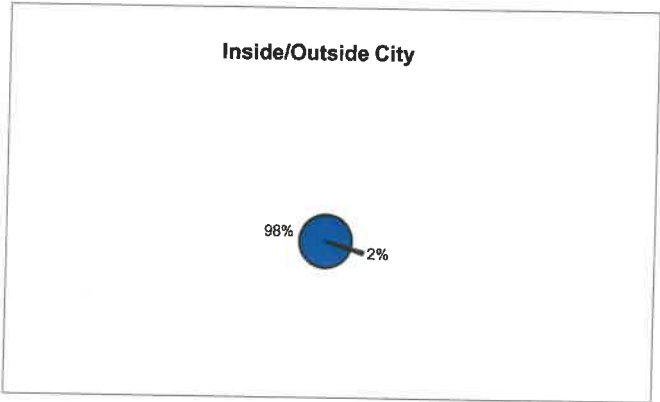
Type of Situation:  
 Fire or Explosion       7  
 Overpressure, Rupture   2  
 Rescue Calls           44  
 Hazardous Conditions   7  
 Service Calls           14  
 Severe Weather         0  
 Good Intent Calls       17  
 Other                   1  
 False Calls             15  
                             107

|                                                                                      |            |
|--------------------------------------------------------------------------------------|------------|
| Total Fire Service Fees for Fire Calls Billed by Medical-Claim Aid in November 2024: |            |
| Total Fire Service Fees for Fire Calls Billed by Medical-Claim Aid FY to Date:       | \$4,250.00 |
| Total Fire Service Fees for Fire Calls Paid in November 2024:                        | \$154.52   |
| Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:                     | \$310.00   |
| All Fire Service Fees for Fire Calls Paid in FY2025:                                 | \$3,210.00 |
|                                                                                      |            |
| Total Fire Service Fees for Inspections and Permits Billed in November 2024:         | \$100.00   |
| Total Fire Service Fees for Inspections and Permits Paid in November 2024:           | \$50.00    |

Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date: \$400.00

Cumberland Fire Department Responded to 506 Medical Emergency Calls:

|                   |          |
|-------------------|----------|
| In City Calls     | 497      |
| Out of City Calls | <u>9</u> |
| Total             | 506      |



Total Ambulance Fees Billed by Medical Claim Aid in November 2024: \$146,831.00

Ambulance Fee Billed in FY2024: \$2,110,926.67  
Ambulance Fees Billed FY2025 to Date: \$770,164.30

**Ambulance Fees Paid**  
Ambulance Fees Paid in November 2024: \$136,942.80  
FY2025 Ambulance Fees Paid Year to Date: \$393,898.03  
Total Ambulance Fees Paid in FY2025: \$608,460.29  
(Includes all ambulance fees current and previous fiscal years)

Cumberland Fire Department provided 0 Medic Assist Calls

Cumberland Fire Department provided 9 Mutual Aid Calls:

|                                               |
|-----------------------------------------------|
| 6 Mutual Aid calls within Allegany County     |
| 3 Mutual Aid calls outside of Allegany County |
| <u>9</u>                                      |

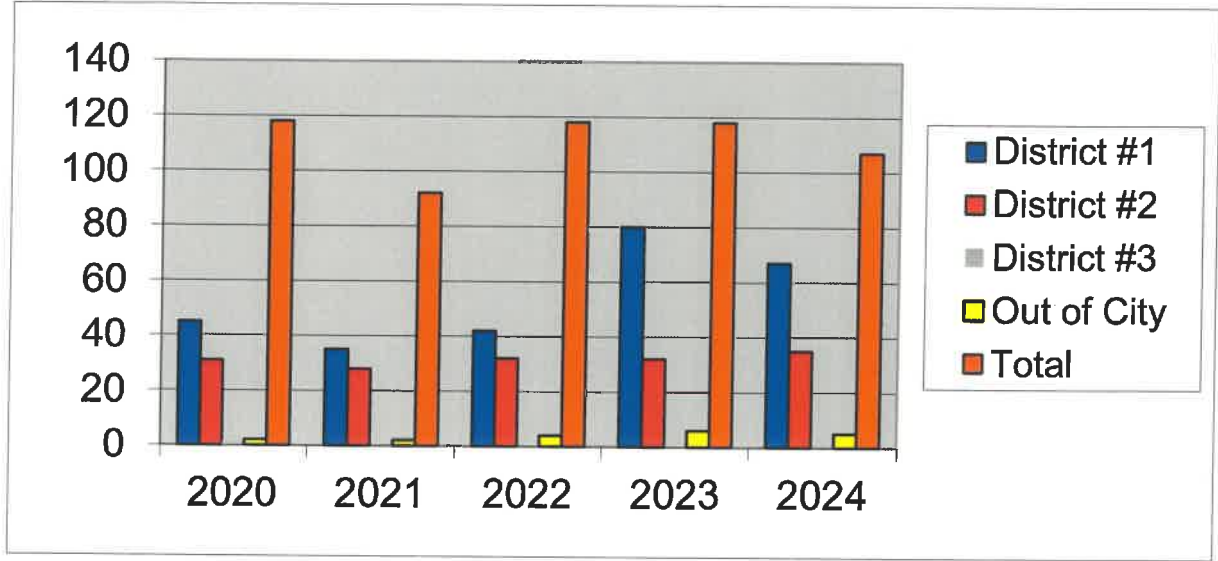
|                     |          |
|---------------------|----------|
| Allegany County DES | 2        |
| Cresaptown VFD      | 3        |
| Flintstone VFD      | <u>1</u> |
|                     | 6        |

|                  |          |
|------------------|----------|
| Ridgeley, WV VFD | <u>1</u> |
|                  | 1        |

Fire Calls for the month of November for a Five-Year Period:

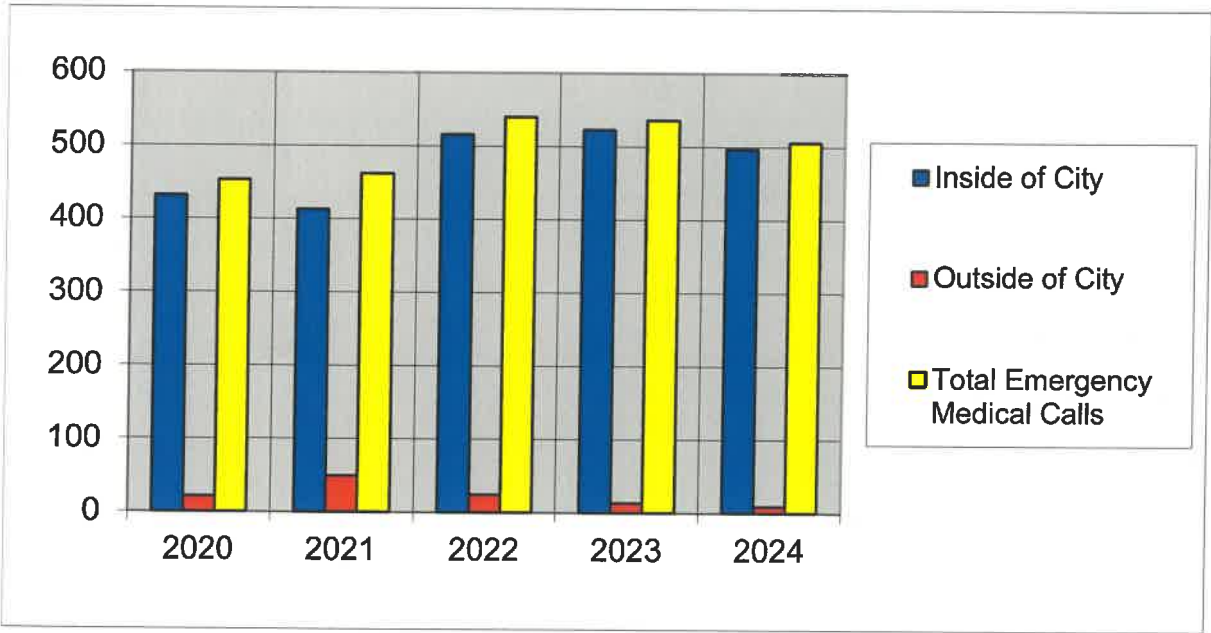
|             | <u>2020</u> | <u>2021</u> | <u>2022</u> | <u>2023</u> | <u>2024</u> |
|-------------|-------------|-------------|-------------|-------------|-------------|
| District #1 | 45          | 35          | 42          | 80          | 67          |

|             |          |          |          |          |          |
|-------------|----------|----------|----------|----------|----------|
| District #2 | 31       | 28       | 32       | 32       | 35       |
| District #3 | 40       | 27       | 40       | 0        | 0        |
| Out of City | <u>2</u> | <u>2</u> | <u>4</u> | <u>6</u> | <u>5</u> |
| Total       | 118      | 92       | 118      | 118      | 107      |



Ambulance Calls for the Month of Novemeber for a Five-Year Period:

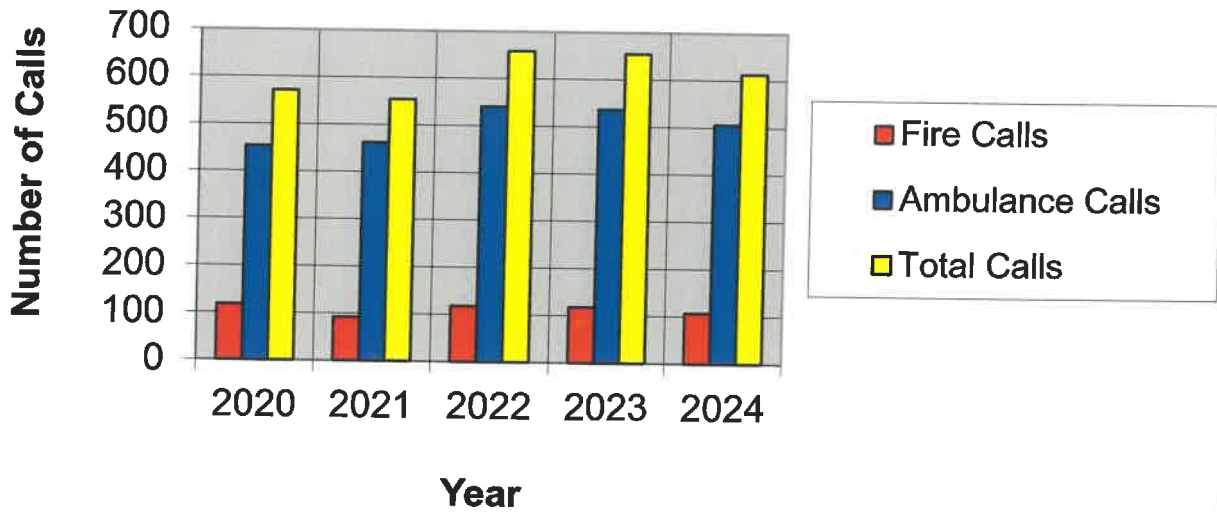
|                               | <u>2020</u> | <u>2021</u> | <u>2022</u> | <u>2023</u> | <u>2024</u> |
|-------------------------------|-------------|-------------|-------------|-------------|-------------|
| Inside of City                | 432         | 413         | 516         | 523         | 497         |
| Outside of City               | <u>21</u>   | <u>49</u>   | <u>24</u>   | <u>13</u>   | <u>9</u>    |
| Total Emergency Medical Calls | 453         | 462         | 540         | 536         | 506         |



Fire and Ambulance Calls for the month of Novemeber for a Five-Year Period:

|            | <u>2020</u> | <u>2021</u> | <u>2022</u> | <u>2023</u> | <u>2024</u> |
|------------|-------------|-------------|-------------|-------------|-------------|
| Fire Calls | 118         | 92          | 118         | 118         | 107         |

|                 |            |            |            |            |            |
|-----------------|------------|------------|------------|------------|------------|
| Ambulance Calls | <u>453</u> | <u>462</u> | <u>540</u> | <u>536</u> | <u>506</u> |
| Total Calls     | 571        | 554        | 658        | 654        | 613        |



## Training

|                        |           |
|------------------------|-----------|
| Training Man Hours:    | 321 hours |
| Training Course Hours: | 76 hours  |

Pre-Arrival Reports & Updates  
 MFRI @ UPMC  
 Truck 1 Driving  
 MRI&Hyperbaric Emergency Procedures  
 Rescue Breathing  
 Vehicle Maintenance  
 Mall Walk Thru  
 Inspection 1 Bennett Lane  
 Ladder Training  
 Meters & Monitoring  
 4 Gas Meters  
 PUMPS Training  
 Oriented Search Techniques & TIC Utilization  
 PUMPS Training  
 PUMPS Training  
 Paramedic Class  
 CERT

## Fire Prevention Bureau

|                          |    |
|--------------------------|----|
| Ancillary Duties         | 23 |
| Complaints Received      | 2  |
| Conferences Held         | 8  |
| Correspondence           | 47 |
| Inspections Performed    | 3  |
| Investigations Conducted | 4  |
| Plan Reviews             | 2  |
| Public Education         | 0  |
| Burning Permits Issued   | 6  |

## **Personnel**

### **CFD has 9 new hires per our SAFER grant:**

Allison Clise was hired November 4, 2024  
Nicholas Galante was hired November 18, 2024  
Jamie Harget was hired November 4, 2024  
Tyler Hochard was hired November 4, 2024  
William Melendez was hired November 4, 2024  
Payton Nightingale was hired November 4, 2024  
William Scarlett was hired November 4, 2024  
Kolton Simpson was hired November 4, 2024  
Crowe Weisenmiller was hired November 18, 2024

Statistic Compiled by Brandi Snyder, Fire Administrative Associate

**File Attachments for Item:**

. Police Department Monthly Report for November 2024



# **City of Cumberland Department of Police**

**Monthly Report**  
**November 2024**



# City of Cumberland Department of Police

## Monthly Report

### November 2024

#### Part 1 Crimes for the Month

|                     | 2023 | 2024 |                | 2023 | 2024 |                 | 2023 | 2024 |      | 2023 | 2024 |
|---------------------|------|------|----------------|------|------|-----------------|------|------|------|------|------|
| Aggravated Assaults | 2    | 2    | B & E (All)    | 9    | 10   | Murder          | 1    | 0    | Rape | 1    | 2    |
| Robbery             | 3    | 1    | Theft - Felony | 0    | 3    | Theft - Vehicle | 3    | 3    |      |      |      |

#### Selected Criminal Complaints for the Month

|                     | 2023 | 2024 |                   | 2023 | 2024 |                   | 2023 | 2024 |                 | 2023 | 2024 |
|---------------------|------|------|-------------------|------|------|-------------------|------|------|-----------------|------|------|
| Theft - Misdemeanor | 27   | 44   | Theft - Petty     | 29   | 6    | Domestic Assaults | 24   | 12   | CDS             | 16   | 30   |
| Disturbances        | 106  | 117  | DOP/Vandalism     | 12   | 20   | Indecent Exposure | 1    | 1    | Sex Off - Other | 2    | 1    |
| Suicide             | 1    | 0    | Suicide - Attmpt. | 0    | 0    | Tampering M/V     | 0    | 0    | Abuse - Child   | 2    | 3    |
| Trespassing         | 30   | 45   | Assault on Police | 1    | 0    | Assault Other     | 23   | 30   |                 |      |      |

#### Selected Miscellenous Incidents for the Month

|                   | 2023 | 2024 |                  | 2023 | 2024 |                 | 2023 | 2024 |                     | 2023 | 2024 |
|-------------------|------|------|------------------|------|------|-----------------|------|------|---------------------|------|------|
| Alcohol Volations | 1    | 0    | Juvenile Compl.  | 13   | 14   | Missing Persons | 11   | 16   | School Resource     | 172  | 166  |
| School Threat     | 0    | 0    | Sex Off. Regist. | 0    | 0    | Truancy         | 0    | 0    | Death Investigation | 3    | 3    |

#### Selected Traffic Incidents for the Month

|     | 2023 | 2024 |           | 2023 | 2024 |           | 2023 | 2024 |              | 2023 | 2024 |
|-----|------|------|-----------|------|------|-----------|------|------|--------------|------|------|
| DWI | 12   | 10   | Hit & Run | 9    | 11   | M/V Crash | 58   | 62   | Traffic Stop | 402  | 349  |

#### Selected Service Calls for the Month

|                     | 2023 | 2024 |                 | 2023 | 2024 |                  | 2023 | 2024 |                     | 2023 | 2024 |
|---------------------|------|------|-----------------|------|------|------------------|------|------|---------------------|------|------|
| Alarms              | 42   | 36   | Assist Motorist | 29   | 29   | Check Well-Being | 125  | 107  | Foot Patrol         | 143  | 131  |
| Assist Other Agency | 83   | 69   | Bike Patrol     | 3    | 0    | Special Events   | 6    | 5    | Suspicious Activity | 78   | 94   |

#### Current Incident Status for the Month

|      | 2023 | 2024 |        | 2023 | 2024 |        | 2023 | 2024 |           | 2023 | 2024 |
|------|------|------|--------|------|------|--------|------|------|-----------|------|------|
| Open | 14   | 71   | Arrest | 249  | 223  | Closed | 2115 | 2032 | Suspended | 41   | 17   |



# City of Cumberland Department of Police

## Monthly Report

### November 2024

#### Arrests Totals for the Month

|                      | 2023 | 2024 |                       | 2023 | 2024 |                      | 2023 | 2024 |                      | 2023 | 2024 |
|----------------------|------|------|-----------------------|------|------|----------------------|------|------|----------------------|------|------|
| M/V Citations        | 74   | 62   | M/V SERO              | 1    | 0    | M/V Warnings         | 325  | 295  | Arrest on View Adult | 37   | 32   |
| Arrest On Crim. Cit. | 21   | 27   | Arrest Summons        | 12   | 27   | Arrest Warrant Adult | 55   | 53   | Adult Crim.          | 123  | 138  |
| Arrest Summon (Chrg) | 12   | 22   | Arrest Warrant (Chrg) | 23   | 11   | Juvenile Crim.       | 13   | 21   | Arrest on View Juv   | 10   | 16   |
| Arrest Warrant JUV   | 0    | 1    | Emer. Petition        | 25   | 27   | Fingerprinting       | 1    | 0    | RunAway & Miss Per.  | 7    | 14   |
| Civil Citation       | 0    | 2    |                       |      |      |                      |      |      |                      |      |      |

**Total Incidents Reported :**

|              |              |
|--------------|--------------|
| <b>2023</b>  | <b>2024</b>  |
| <b>2,419</b> | <b>2,343</b> |

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**Chuck Ternent - Chief of Police**

# CUMBERLAND POLICE DEPARTMENT

## MONTHLY REPORT

NOVEMBER 2024

### SWORN PERSONNEL: 47 SWON OFFICERS

|                 |            |
|-----------------|------------|
| Administration  | 7 officers |
| Squad D1        | 8 officers |
| Squad N1        | 8 officers |
| Squad D2        | 8 officers |
| Squad N2        | 7 officers |
| C3I/C3IN        | 5 officers |
| School Resource | 2 officers |
| CAT Team        | 0 officers |
| Academy         | 2 officer  |

### CIVILIAN EMPLOYEES: 6 full time, 6 part time

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

\*=Grant funded

\*\*=Shared costs with other agencies

### LEAVE REPORT

VACATION TAKEN: 699.5

COMP TIME USED: 146.5

SICK TIME USED: 66.25

YEAR TO DATE (beginning 07/01/23): 4,690.25

YEAR TO DATE (beginning 07/01/23): 598.5

YEAR TO DATE (beginning 07/01/23): 1118.5

### OVERTIME REPORT

OVERTIME WORKED: 197.75

HOSPITAL SECURITY: 119

COURT TIME WORKED: 272

YEAR TO DATE (beginning 07/01/23): 993.75

YEAR TO DATE (beginning 07/01/23): 514.86

YEAR TO DATE (beginning 07/01/23): 1886

**File Attachments for Item:**

. Utilities Division Water/Sewer Monthly Reports for November 2024

## Utilities Division Activity Report for November 24 WATER

| REQUEST                                 | W/E 11/8/24 | W/E 11/15/24 | W/E 11/22/24 | W/E 11/29/24 | MONTHLY TOTALS |
|-----------------------------------------|-------------|--------------|--------------|--------------|----------------|
| <b>Service Technicians</b>              |             |              |              |              |                |
| NON READS                               | 15          | 30           | 32           | 39           | 116            |
| FINAL READS & DEMOS                     | 3           | 1            | 4            | 1            | 9              |
| LEAK INVESTIGATIONS/turn off-on         | 3           | 6            | 10           | 5            | 24             |
| METER/STOP INVESTIGATIONS               | 17          | 18           | 10           | 18           | 63             |
| REPAIR WIRING/GET READING               |             |              | 1            |              | 1              |
| ORANGE TAG FOR REPAIRS                  |             |              | 9            | 5            | 14             |
| RECONNECTS/TURN ONS                     | 42          | 39           | 35           | 10           | 126            |
| NONPMT/BAD CK/AGREEMENT SHUT OFFS       | 34          | 37           | 32           |              | 103            |
| SUSPENDED ACCTS - RECHECKS              |             |              |              |              | 0              |
| REPLACE/REPAIR METER/LID/VALVE          |             |              |              |              | 0              |
| INSTALL COUPLERS/PLUGS/LOCKS            |             |              |              |              | 0              |
| NEW METER - Residential                 | 7           | 2            | 1            | 2            | 12             |
| METER FIELD TESTS - Residential         | 3           | 7            |              |              | 10             |
| METER TESTS - Industrial                |             |              |              |              | 0              |
| NEW METER - Industrial                  | 5           | 2            |              | 1            | 8              |
| HYDRANTS FLUSHED                        |             |              |              |              | 0              |
| PRESSURE CHECK/NO WATER/DIRTY WATER     |             |              |              |              | 0              |
| MOVE METERS OUTSIDE                     | 5           | 2            | 2            |              | 9              |
| SP Change Outs/Repairs/Reactivates/Move | 12          | 4            | 3            | 3            | 22             |
| FREEZE UPS-LEAKS/METERS & LINES         |             |              |              |              | 0              |
| CCP - BACKFLOW/RETRO                    | 5           | 2            | 2            |              | 9              |
| HYDRANT/IRRIGATION METER                |             |              |              |              | 0              |
| LEAD INVENTORY INSPECTIONS              | 7           | 2            | 6            |              | 15             |
| <b>Total</b>                            |             |              |              |              | <b>541</b>     |

### Pipe Technicians

[illegible]

[illegible]

# Sanitary Sewer Department Monthly Report



Nov-24

|                                          |                    |
|------------------------------------------|--------------------|
| Calls Answered:                          | 5                  |
| Service Lines Opened:                    | 2                  |
| Owner's Trouble:                         | 3                  |
| Traced Lines/ mains                      | 302                |
| Flushed Mains                            | 17,141             |
| Mains Repaired/ Replaced                 | 1                  |
| Sewer Taps Installed                     | 2                  |
| Cleaned Catch Basins                     | 74                 |
| Cleanouts Installed                      | 3                  |
| Televised Sewer Mains                    | CCTV is being      |
| Televised Sewer Lines                    | info not available |
| Call Outs/ Overtime                      | 2 callouts / 4hrs  |
| Weekly Check of Overflows, pits, etc.... | 4                  |

George Chory

**Supervisor**

## Water Usage:

|     |        |       |
|-----|--------|-------|
| 608 | 16,500 | Gals. |
| 605 | 4,500  | Gals. |
|     |        |       |
|     |        |       |

**File Attachments for Item:**

1. Approving the Closed Work Session Minutes, Open Work Session Minutes and Regular Session Minutes for December 3, 2024

# **Mayor and City Council of Cumberland**

## **Closed Session Minutes**

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

2<sup>nd</sup> Floor Conference Room

Tuesday, December 3, 2024; 4:45 p.m.

On December 3, 2024, the Mayor and City Council met in closed session at 4:45 p.m. in the 2<sup>nd</sup> Floor Conference Room in City Hall for the purpose of immediately closing the meeting to discuss the terms of a new employment agreement with the City Administrator and to receive the advice of the City Solicitor in regard to the same. Authority to close the session is provided by Section 3-305(b)(1) and (b)(7) of the General Provisions Article of the Annotated Code of Maryland.

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

**PRESENT:** Raymond M. Morriss, President; Council Members Richard Cioni, Eugene Frazier, Jimmy Furstenberg, and Laurie Marchini

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



# Mayor and City Council of Cumberland

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

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

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## Mayor and City Council of Cumberland

### WORK SESSION

City Hall 2<sup>nd</sup> Floor Conference Room  
57 N. Liberty Street  
Cumberland, MD 21502

Tuesday, December 3, 2024; 5:15 pm

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

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

Media: Teresa McMinn, Cumberland Times-News and Hannah Fout, WCBC

#### I. DISCUSSION ON METERED AND ZONE PARKING

Mr. Silka initiated the parking discussion and addressed the 20 parking spaces on Baltimore Street that are not zoned or monitored. The spaces are going to be managed by ParkMobile and the recommendation is for them to be considered Premium parking spaces with a two-hour only duration for parking at \$2.00 per hour. Due to the Zoning, a customer would not be able to move to another parking space once the time has expired.

Currently, the parking hours are Monday through Friday from 8:00 AM-4:00 PM with no enforcement on weekends or evenings, but that can be adjusted if preferred. Signage would be placed on every block directing customers to the ParkMobile app to pay for parking.

Due to ParkMobile being an app only program, the question was raised regarding customers who may not have a phone and the ability to use the app and it was concluded that they would have to resort to using metered parking not located on Baltimore Street or the parking garage

on Harrison Street. However, the meters will not be replaced when they are no longer functional and will be replaced with ParkMobile.

A discussion took place between the Councilmembers about how and when enforcement should take place.

It was suggested that parking after midnight be prohibited and all agreed to evaluate the situation after 4-6 months to see if anything needs to be addressed.

Another matter for discussion is the free parking zones that will not utilize ParkMobile and would be managed with parking enforcement. Currently, parking enforcement has never been implemented outside of downtown and needs to be extended through to Virginia Avenue due to people marking off parking spaces in red zoned areas.

The City is selling Co-op parking discounts for the parking garage for \$25 a month for five or more parking spaces for businesses. It was suggested this to be marketed so people are aware this is available to them.

## **II. REVIEW OF THE PUBLIC MEETING AGENDA OF DECEMBER 3, 2024**

A discussion about the Choose Cumberland Relocation Package took place and mentioned that the chosen recipients are from Baltimore, MD, Parkersburg, WV, Longmont, CO, Springfield, WV and San Tan Valley, AZ. All have confirmed that they are ready to move forward.

## **II. MAYOR AND CITY COUNCIL UPDATES**

- The tree lighting festival was successful with the largest crowd ever recalled and there were 30-minute lines to get coffee and hot chocolate at some locations. It was also noted that Fort Hill not having a game that night may have contributed to the larger than normal crowd.
- Shop Small Saturday was successful despite the cold weather, there were visitors from outside the area.
- Winter Festival is December 14 from 4:00 PM- 9:00 PM with an opportunity to collect Toys for Happiness donations. Also, free horse and carriage rides will be available. Volunteer opportunities are still available for the event. Reminder that the streets will be closed that day and open container is in effect.
- NYE festival will be on December 31<sup>st</sup> from 10:30 pm- 12:00 am with the streets closed and no parking on the streets from 6:00 pm- 1:00 am. The Cas Taylor Bridge will be closed from 9:00 pm for fireworks from Mechanic to Greene Street.

- Santa and Mrs. Claus will be at the Rosenbaum building every Saturday from 1:00 pm-3:00 pm until December 21, 2024.
- Breakfast with Santa will be on December 7, 2024 at the Culinaire Café with seatings at 9:00 and 10:30 am. December 14<sup>th</sup> at the Queen City Scoop Shop, seatings at 8:00, 9:30 and 11:00 am and the Community Café at 9:00, 10:15 & 11:30 am. December 21 at Mezzo's, seatings at 10:00, 10:45 & 12:15.
- The Arch Street ribbon cutting is on December 12, 2024 at 11:00 am. DDC meeting is on the 12<sup>th</sup> at 9:00 am and Historic Preservation is on December 11<sup>th</sup> at 4:00 pm. Also, the Chamber holiday party is on December 12<sup>th</sup>.
- After school programs at City Hall on December 4<sup>th</sup> and 5<sup>th</sup> at 4:30 and December 9<sup>th</sup> at 4:30 and December 12<sup>th</sup> at 4:30.
- Clock tower dedication is January 1<sup>st</sup> at 11:00 am.
- Discussion on a new location for the dog park has taken place.

#### IV. ADJOURNMENT

With no further business at hand, the meeting adjourned at 5:51 p.m.  
Respectfully Submitted,

Allison K. Layton  
City Clerk

Minutes approved on \_\_\_\_\_



# Mayor and City Council of Cumberland

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

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

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## MINUTES

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

DATE: December 3, 2024

**I. OPEN SESSION – 6:15 p.m.**

**II. Pledge of Allegiance**

**III. Roll Call**

**PRESENT:**

Council Member Richard J. "Rock" Cioni  
Council Member Eugene T. Frazier  
Council Member James L. Furstenberg, III  
Council Member Laurie P. Marchini  
President Raymond M. Morriss,

**Also Present:** Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk;  
Shannon Adams, Fire Chief; Chief Ternent; Michael Cohen, City Solicitor

**IV. Statement of Closed Meeting**

On December 3, 2024, the Mayor and City Council met in closed session at 4:45 p.m. in the 2<sup>nd</sup> Floor Conference Room in City Hall for the purpose of immediately closing the meeting to discuss the terms of a new employment agreement with the City Administrator and to receive the advice of the City Solicitor in regard to the same.

Authority to close the session is provided by Section 3-305(b)(1) and (b)(7) of the General Provisions Article of the Annotated Code of Maryland.

## **V. Approval of Minutes**

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

1. Approval of the Open Work Session and Regular Public Minutes from November 19, 2024

## **VI. Public Comments- – FOR AGENDA ITEMS ONLY.** All public comments are limited to 5 minutes per person, no comments were made.

## **VII. New Business**

### **New Business**

#### **(A) Orders (Consent Agenda)**

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

1. Order 27,608 - authorizing the sole source purchase from Leonardo DRS for the procurement of automated license plate readers in the not to exceed amount of \$75,000
2. Order 27, 609 - authorizing the Chief of Police to accept a FY23 Edward Byrne Memorial Justice Assistance Grant award in the amount of \$75,000 for the purchase of Automated License Plate Readers to be utilized by the Cumberland Police Department in an effort to identify, locate and recover stolen vehicles and to better investigate violent crimes
3. Order 27,610 - awarding increments of the first round of the Choose Cumberland Relocation Package grant to Ashley Smith, Lisa James, Rebecca Bocco and Dustin Ullery, Michael Jennings, and Jamie and Christopher Galloway in an amount not to exceed \$20,000 per individual with the cumulative amount not to exceed

\$100,000, utilizing grant funds received from the Maryland Department of Housing and Community Development

4. Order 27,611 - authorizing the Mayor to execute a Notice of Voluntary Dismissal of Defendant Value Drug Company from the City's Opioid Litigation case under the advice of the City's opioid case attorneys
5. Order 27,612 - authorizing the execution of an Employment Agreement by and between the Mayor and City Council of Cumberland and Jeffrey F. Silka for the position of City Administrator to be effective November 1, 2024, for a 5 year term, with automatic one-year renewals thereafter contingent upon terms of the agreement

Mr. Silka thanked the Mayor and City Council for giving him the opportunity to continue his employment with the City.

#### **Public Comments**

All public comments are limited to 5 minutes per person, no comments were made.

#### **VII. Adjournment**

**With no further business at hand, the meeting adjourned at 6:22 p.m.**

Minutes approved on \_\_\_\_\_

Raymond M. Morriss, Mayor \_\_\_\_\_

ATTEST: Allison K. Layton, City Clerk \_\_\_\_\_

**File Attachments for Item:**

. Ordinance 3997 (*1st reading*) - authorizing the transfer of 208-210 Virginia Avenue to Goodfellowship Social Club, Inc. for the purchase price of \$2,000

## **ORDINANCE NO. 3997**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF GOODFELLOWSHIP SOCIAL CLUB, INC. FOR THE PURCHASE OF 208-210 VIRGINIA AVENUE, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

**WHEREAS**, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 208-210 Virginia Avenue, 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 solicitation for bids known as the "Request for Bids Surplus Properties Round VIII" and received a bid for the purchase of the Property from Goodfellowship Social Club, Inc. (the "Purchaser") for the sum of Two Thousand Dollars (\$2,000.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

### **NOW, THEREFORE**

**SECTION 1:** BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Two Thousand Dollars (\$2,000.00) subject to the following terms and conditions:

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

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

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

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

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

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Raymond M. Morriss, Mayor

ATTEST:

\_\_\_\_\_  
Allison Layton, City Clerk

## **EXHIBIT A**

**QUITCLAIM DEED**

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

**WITNESSETH:**

That for and in consideration of the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, \_\_\_\_\_, forever in fee simple:

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

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

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

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

**WITNESS/ATTEST:**

**MAYOR AND CITY COUNCIL  
OF CUMBERLAND**

\_\_\_\_\_  
Allison Layton, City Clerk

By: \_\_\_\_\_ (SEAL)  
Raymond M. Morriss, Mayor

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

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

**WITNESS** my hand and Notarial Seal.

\_\_\_\_\_  
**NOTARY PUBLIC**

**My Commission Expires:** \_\_\_\_\_

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

\_\_\_\_\_  
**MICHAEL SCOTT COHEN**

**File Attachments for Item:**

. Ordinance 3998 (*1st reading*) - authorizing the transfer of Brookfield Avenue Portion of Lot 1 in Block 28 to Sean B. and Kristie M. Thomas for the purchase price of \$600

**ORDINANCE NO. 3998**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF SEAN B. AND KRISTIE M. THOMAS FOR THE PURCHASE OF BROOKFIELD AVENUE PORTION OF LOT 1 IN BLK 28, 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 Brookfield Avenue Portion of Lot 1 in Blk 28, Cumberland, MD 21502 (the "Property");

**WHEREAS**, the Property was declared surplus under the terms of Order No. 27,543, passed by the Mayor and City Council on June 18, 2024;

**WHEREAS**, the Property was included in the solicitation for bids known as the "Request for Bids Surplus Properties Round VIII" and received a bid for the purchase of the Property from Sean B. and Kristie M. Thomas (the "Purchaser") for the sum of Six Hundred Dollars (\$600.00), 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 Six Hundred Dollars (\$600.00) subject to the following terms and conditions:

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

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

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

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

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

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

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Raymond M. Morriss, Mayor

ATTEST:

\_\_\_\_\_  
Allison Layton, City Clerk

## **EXHIBIT A**

**QUITCLAIM DEED**

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

**WITNESSETH:**

That for and in consideration of the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, \_\_\_\_\_, forever in fee simple:

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

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

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

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

**WITNESS/ATTEST:**

**MAYOR AND CITY COUNCIL  
OF CUMBERLAND**

\_\_\_\_\_  
Allison Layton, City Clerk

By: \_\_\_\_\_ (SEAL)  
Raymond M. Morriss, Mayor

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

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

**WITNESS** my hand and Notarial Seal.

\_\_\_\_\_  
**NOTARY PUBLIC**

**My Commission Expires:** \_\_\_\_\_

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

\_\_\_\_\_  
**MICHAEL SCOTT COHEN**

**File Attachments for Item:**

. Ordinance 3999 (*1st reading*) - authorizing the transfer of 31 Offutt Street to Covenant Keeper, Inc. for the purchase price of \$800

**ORDINANCE NO. 3999**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF COVENANT KEEPER, INC. FOR THE PURCHASE OF 31 OFFUTT 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 31 Offutt Street, 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 solicitation for bids known as the "Request for Bids Surplus Properties Round VIII" and received a bid for the purchase of the Property from Covenant Keeper, Inc. (the "Purchaser") for the sum of Eight Hundred Dollars (\$800.00), 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 Eight Hundred Dollars (\$680.00) subject to the following terms and conditions:

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

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

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

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

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

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Raymond M. Morriss, Mayor

ATTEST:

\_\_\_\_\_  
Allison Layton, City Clerk

## **EXHIBIT A**

**QUITCLAIM DEED**

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

**WITNESSETH:**

That for and in consideration of the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, \_\_\_\_\_, forever in fee simple:

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

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

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

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

**WITNESS/ATTEST:**

**MAYOR AND CITY COUNCIL  
OF CUMBERLAND**

\_\_\_\_\_  
Allison Layton, City Clerk

By: \_\_\_\_\_ (SEAL)  
Raymond M. Morriss, Mayor

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

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

**WITNESS** my hand and Notarial Seal.

\_\_\_\_\_  
**NOTARY PUBLIC**

**My Commission Expires:** \_\_\_\_\_

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

\_\_\_\_\_  
**MICHAEL SCOTT COHEN**

**File Attachments for Item:**

. Ordinance 4000 (*1st reading*) - authorizing the transfer of 513 Fayette Street to 817 Maryland Ave LLC for the purchase price of \$5,001

## **ORDINANCE NO. 4000**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF 817 MARYLAND AVENUE LLC FOR THE PURCHASE OF 513 FAYETTE 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 513 Fayette Street, 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 solicitation for bids known as the "Request for Bids Surplus Properties Round VIII" and received a bid for the purchase of the Property from 817 Maryland Avenue LLC (the "Purchaser") for the sum of Five Thousand and One Dollars (\$5,001.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

### **NOW, THEREFORE**

**SECTION 1:** BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Five Thousand and One Dollars (\$5,001.00) subject to the following terms and conditions:

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

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

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

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

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

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Raymond M. Morriss, Mayor

ATTEST:

\_\_\_\_\_  
Allison Layton, City Clerk

## **EXHIBIT A**

**QUITCLAIM DEED**

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

**WITNESSETH:**

That for and in consideration of the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, \_\_\_\_\_, forever in fee simple:

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

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

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

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

**WITNESS/ATTEST:**

**MAYOR AND CITY COUNCIL  
OF CUMBERLAND**

\_\_\_\_\_  
Allison Layton, City Clerk

By: \_\_\_\_\_ (SEAL)  
Raymond M. Morriss, Mayor

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

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

**WITNESS** my hand and Notarial Seal.

\_\_\_\_\_  
**NOTARY PUBLIC**

**My Commission Expires:** \_\_\_\_\_

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

\_\_\_\_\_  
**MICHAEL SCOTT COHEN**

**File Attachments for Item:**

. Ordinance 4001 (*1st reading*) - authorizing the transfer of Greene Street Pt Lot 86 and Greene Street Lot 87 to Jake Shade for the purchase price of \$100

## **ORDINANCE NO. 4001**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF JACOB C. SHADE FOR THE PURCHASE OF GREENE STREET PT LOT 86 AND GREENE STREET LOT 87, 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 Greene Street PT Lot 86 and Greene Street Lot 87, Cumberland, MD 21502 (the "Property");

**WHEREAS**, the Properties were declared surplus under the terms of Order No. 27,593, passed by the Mayor and City Council on November 4, 2024;

**WHEREAS**, the Properties were included in the solicitation for bids known as the "Request for Bids Surplus Properties Round VIII" and received a bid for the purchase of the Properties from Jacob C. Shade (the "Purchaser") for the sum of One Hundred Dollars (\$100.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

### **NOW, THEREFORE**

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

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

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

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

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

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

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

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Raymond M. Morriss, Mayor

ATTEST:

\_\_\_\_\_  
Allison Layton, City Clerk

## **EXHIBIT A**

**QUITCLAIM DEED**

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

**WITNESSETH:**

That for and in consideration of the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, \_\_\_\_\_, forever in fee simple:

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

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

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

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

**WITNESS/ATTEST:**

**MAYOR AND CITY COUNCIL  
OF CUMBERLAND**

\_\_\_\_\_  
Allison Layton, City Clerk

By: \_\_\_\_\_ (SEAL)  
Raymond M. Morriss, Mayor

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

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

**WITNESS** my hand and Notarial Seal.

\_\_\_\_\_  
**NOTARY PUBLIC**

**My Commission Expires:** \_\_\_\_\_

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

\_\_\_\_\_  
**MICHAEL SCOTT COHEN**

**File Attachments for Item:**

. Ordinance 4002 (*1st reading*) - authorizing the execution of a contract of sale and the execution of the deed to transfer 118 Winton Place to Betty Fournier for the purchase price of \$12,000

## **ORDINANCE NO. 4002**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF BETTY FOURNIER FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 118 WINTON PLACE, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A CONTRACT OF SALE, THE DEED TO EFFECT THAT CONVEYANCE AND CLOSING DOCUMENTS, AND AUTHORIZING THE EXECUTION OF AMENDMENTS TO THE CONTRACT OF SALE."

**WHEREAS**, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 118 Winton Place, 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 City received an unsolicited offer from Betty Fournier (the "Purchaser") to purchase the Property for Twelve Thousand Dollars (\$12,000.00), the terms of which are set forth in the Residential Contract of Sale (the "Contract") attached hereto as Exhibit A, and staff recommends that the Mayor and City Council accept that offer subject to the terms set forth below; and

**WHEREAS**, the Mayor and City Council deem the acceptance of this offer, subject to those terms and conditions, 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 Purchaser's offer to purchase the Property for Twelve Thousand Dollars (\$12,000.00) subject to the terms and conditions set forth in the Contract and this Ordinance.

**SECTION 2:** AND BE IT FURTHER ORDAINED, that the Property shall be sold without any representations or warranties of any kind, and it shall be conveyed to the Purchaser by means of a quitclaim deed, the form of which is set forth in the Exhibit B attached hereto.

**SECTION 3:** AND BE IT FURTHER ORDAINED, that the Mayor is authorized and empowered to execute and deliver a deed conveying the Property to the Purchaser.

**SECTION 4:** AND BE IT FURTHER ORDAINED, that, excluding the purchase price, the City Solicitor is authorized and empowered to require that changes be made to the Contract for the purchase and sale of the Property, which, in his sole discretion, are in the City's best interests.

**SECTION 5:** AND BE IT FURTHER ORDAINED, that the Mayor, City Solicitor and/or the City Administrator are authorized and empowered to execute the said Contract, any addenda attached thereto, any amendments thereto, and all closing documents.

**SECTION 5:** AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this 7th day of January, 2025.

---

Raymond M. Morriss, Mayor

ATTEST:

---

Allison K. Layton, City Clerk

1<sup>st</sup> reading:  
2<sup>nd</sup> reading:  
3<sup>rd</sup> reading:

## **EXHIBIT A**



## RESIDENTIAL CONTRACT OF SALE

***This is a Legally Binding Contract; If Not Understood, Seek Competent Legal Advice.***

**THIS FORM IS DESIGNED AND INTENDED FOR THE SALE AND PURCHASE OF IMPROVED SINGLE FAMILY RESIDENTIAL REAL ESTATE LOCATED IN MARYLAND ONLY.**

### SECTION ONE: GENERAL CONTRACT PROVISIONS

**1. DATE OF OFFER:** 11/25/2024.

**2. TIME IS OF THE ESSENCE.** Time is of the essence of this Contract. The failure of Seller or Buyer to perform any act as provided in this Contract by a prescribed date or within a prescribed time period shall be a default under this Contract and the non-defaulting party, upon written notice to the defaulting party, may declare this Contract null and void and of no further legal force and effect. In such event, all Deposit(s) shall be disbursed in accordance with the Deposit paragraph of this Contract.

**3. SELLER:** Cumberland Mayor and City Council

**4. BUYER:** Betty Fournier

**5. PROPERTY:** Seller does sell to Buyer and Buyer does purchase from Seller, all of the following described Property (hereinafter "Property") known as 118 Winton Pl located in Cumberland Allegany City/County, Maryland, Zip Code 21502, together with the improvements thereon, and all rights and appurtenances thereto belonging.

**6. ESTATE:** The Property is being conveyed: ☒ in fee simple or ☐ subject to an annual ground rent, now existing, in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) payable semi-annually, as now or to be recorded among the Land Records of \_\_\_\_\_ City/County, Maryland.

**7. PURCHASE PRICE:** The Purchase Price is twelve thousand Dollars (\$12000).

**8. PAYMENT TERMS:** The payment of the purchase price shall be made by Buyer as follows:

(a) Buyer ☐ has delivered OR ☒ will deliver within 5 Days of the Date of Contract Acceptance an initial Deposit by way of Check in the amount of four hundred Dollars (\$400).

(b) An additional Deposit by way of N/a in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) to be paid \_\_\_\_\_.

(c) All Deposits will be held in escrow by: Carter and Roque Real Estate LLC.

**If Deposit will not be held by a Maryland licensed real estate broker, the parties shall execute a separate written Escrow Agreement that complies with Section 10-802 of the Real Property Article, Annotated Code of Maryland.**

(d) The purchase price less any and all Deposits shall be paid in full by Buyer in cash, wired funds, bank check, certified check or other payment acceptable to the settlement officer at settlement.

(e) Buyer and Seller instruct broker named in subparagraph (c) above to place the Deposits in: **(Check One)**

☒ A non interest bearing account; OR

☐ An interest-bearing account, the interest on which, in absence of default by Buyer, shall accrue to the benefit of Buyer. Broker may charge a fee for establishing an interest bearing account.

**9. DEPOSIT:** If the Deposit is held by a Broker as specified in Paragraph 8(c) of this Contract, Buyer hereby authorizes and directs Broker to hold the Deposit instrument without negotiation or deposit until the parties have executed and accepted this Contract. Upon acceptance, the initial Deposit and additional Deposits (the "Deposit"), if any, shall be placed in escrow as provided in Paragraph 8(e) of this Contract and in accordance with the requirements of Section 17-502(b)(1) of the Business Occupations and Professions Article, Annotated Code of Maryland. If Seller does not execute and accept this Contract, the initial Deposit instrument shall be promptly returned to Buyer. The Deposit shall be disbursed at settlement. In the event this Contract shall be terminated or settlement does not occur, Buyer and Seller agree that the Deposit shall be disbursed by Broker only in accordance with a Release of Deposit agreement executed by Buyer and Seller. In the event Buyer and/or Seller fail to complete the real estate transaction in accordance with the terms and conditions of this Contract, and either Buyer or Seller shall be unable or unwilling to execute a Release of Deposit agreement, Buyer and Seller hereby acknowledge and agree that Broker may distribute the Deposit in accordance with the provisions of Section



17-505(b) of the Business Occupations and Professions Article, Annotated Code of Maryland and Section 10-803 of the Real Property Article, Annotated Code of Maryland.

**10. SETTLEMENT:** Date of Settlement 12/11/2024 or sooner if agreed to in writing by the parties.

**11. ADDENDA/DISCLOSURES:** The Addenda checked below, which are hereby attached, are made a part of this Contract:

- |                                                                                                                   |                                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Affiliated Business Disclosure Notice                                                    | <input type="checkbox"/> MD Non-Resident Seller Transfer Withholding Tax                                                |
| <input type="checkbox"/> Additional As Is Provisions                                                              | <input checked="" type="checkbox"/> Notice to Buyer and Seller – Maryland Residential Property Condition Disclosure Law |
| <input type="checkbox"/> ATU/BAT On-Site Sewage Disposal                                                          | <input type="checkbox"/> Notice & Discl. of Deferred Water & Sewer Charges                                              |
| <input type="checkbox"/> Back-Up Contract                                                                         | <input type="checkbox"/> NPL Superfund Site Disclosure                                                                  |
| <input checked="" type="checkbox"/> Buyer Request for Seller's Compensation Of Buyer's Broker                     | <input type="checkbox"/> On-Site Sewage Disposal System Inspection                                                      |
| <input type="checkbox"/> Cash Appraisal Contingency                                                               | <input type="checkbox"/> Property Inspections                                                                           |
| <input type="checkbox"/> Condominium Resale Notice                                                                | <input type="checkbox"/> Property Subject to Ground Rent                                                                |
| <input type="checkbox"/> Conservation Easement                                                                    | <input type="checkbox"/> Purchase Price Escalation                                                                      |
| <input type="checkbox"/> Disclosure of Licensee Status                                                            | <input type="checkbox"/> Buyer's Sale, Fin., Settlement/Lease of Other Real Estate                                      |
| <input checked="" type="checkbox"/> Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards | <input type="checkbox"/> Seller Contribution                                                                            |
| <input type="checkbox"/> FIRPTA                                                                                   | <input type="checkbox"/> Seller's Home of Choice                                                                        |
| <input type="checkbox"/> Forest Conservation Act                                                                  | <input type="checkbox"/> Solar Panel                                                                                    |
| <input type="checkbox"/> Homeowners Association Notice                                                            | <input type="checkbox"/> Short Sale                                                                                     |
| <input checked="" type="checkbox"/> Inclusions/Exclusions, Leased Items, & Utilities                              | <input type="checkbox"/> Tenant Occupied                                                                                |
| <input type="checkbox"/> Kickout                                                                                  | <input type="checkbox"/> Third Party Approval                                                                           |
| <input type="checkbox"/> Local City/County Certifications/Registrations                                           | <input type="checkbox"/> Water Quality Test                                                                             |
| <input type="checkbox"/> Local City/County Notices/Disclosure                                                     | <input type="checkbox"/> Water Yield Test                                                                               |
| <input checked="" type="checkbox"/> Maryland Lead Poisoning Prevention Program                                    |                                                                                                                         |
| <input type="checkbox"/> Other Addenda/Special Conditions:                                                        |                                                                                                                         |

**12. BUYER AND SELLER MAY EXECUTE THIS CONTRACT ELECTRONICALLY USING ELECTRONIC SIGNATURES:**

Buyer and Seller hereby acknowledge that pursuant to Section 21-101 et seq. of the Commercial Law Article, Annotated Code of Maryland, Buyer and Seller may execute this contract electronically using electronic signatures. If a mortgage or settlement company requires wet signatures, all parties agree to promptly re-sign all the documents. The parties agree that this Contract offer shall be deemed validly executed and delivered by a party if a party executes this Contract and delivers a copy of the executed Contract to the other party by facsimile transmittal or delivers a digital image of the executed document by electronic transmittal.

**13. ENTIRE AGREEMENT:** This Contract and any addenda thereto contain the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Contract mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors and, if permitted as herein provided, assigns. Once signed, the terms of this Contract can only be changed by a document executed by all parties. This Contract shall be interpreted and construed in accordance with the laws of the State of Maryland. It is further agreed that this Contract may be executed in counterparts, each of which when considered together shall constitute the original Contract.

**14. COMPUTATION OF DAYS:** As used in this Contract, and in any addendum or addenda to this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. A day shall be measured from 12:00:00 a.m. to and including 11:59:59 p.m. in the Eastern Time Zone. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract, or any addendum or addenda to this Contract, was required to be performed or made.

**15. SELLER RESPONSIBILITY:** Seller agrees to keep existing mortgages free of default until settlement. All violation notices or requirements noted or issued by any governmental authority (including without limitation, any permit violation notices), or actions in any court on account thereof, against or affecting the Property at the date of settlement of this Contract, shall be complied with by Seller and the Property conveyed free thereof. The Property is to be held at the risk of Seller until legal title has passed or possession has been given to Buyer. If, prior to the time legal title has passed or possession has been given to Buyer, whichever shall occur first, all or a substantial part of the Property is destroyed or damaged, without fault of Buyer, then this Contract, at the option of Buyer, upon written notice to Seller, shall be null and void and of no further effect, and the deposits shall be disbursed in accordance with the Deposit paragraph of this Contract.

**16. LEASES:** Seller may neither negotiate new leases nor renew existing leases for the Property which extend beyond settlement or possession date without Buyer's written consent. Seller warrants that the Property is not tenant-occupied nor subject to any leases, unless otherwise stated in an attached Tenant Occupied Addendum.

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**17. NON-ASSIGNABILITY:** This Contract may not be assigned without the written consent of Buyer and Seller. If Buyer and Seller agree in writing to an assignment of this Contract, the original parties to this Contract remain obligated hereunder until settlement.

**18. SECTION AND PARAGRAPH HEADINGS:** The Section and Paragraph headings of this Contract are for convenience and reference only, and in no way define or limit the intent, rights, or obligations of the parties.

### **SECTION TWO: PAYMENT OF THE PURCHASE PRICE**

**19. FINANCING:** Buyer's obligation to purchase the Property is contingent upon Buyer obtaining a written commitment for a loan secured by the Property as follows:

- |                                                          |                                                             |                                                              |
|----------------------------------------------------------|-------------------------------------------------------------|--------------------------------------------------------------|
| <input type="checkbox"/> Conventional Financing Addendum | <input type="checkbox"/> USDA Financing Addendum            | <input type="checkbox"/> Owner Financing Contingency         |
| <input type="checkbox"/> FHA Financing Addendum          | <input type="checkbox"/> Assumption Addendum                | <input checked="" type="checkbox"/> No Financing Contingency |
| <input type="checkbox"/> VA Financing Addendum           | <input type="checkbox"/> Gift of Funds Contingency Addendum | <input type="checkbox"/> OTHER: _____                        |

**20. FINANCING APPLICATION AND COMMITMENT:** Buyer agrees to make a written application for the financing as herein described within \_\_\_\_\_ (\_\_\_\_\_) days from the Date of Contract Acceptance. If a written financing commitment is not obtained by Buyer within \_\_\_\_\_ (\_\_\_\_\_) days from the Date of Contract Acceptance: (1) Seller, at Seller's election and upon written notice to Buyer, may declare this Contract null and void and of no further legal effect; or (2) Buyer, upon written notice to Seller, which shall include written evidence from the lender of Buyer's inability to obtain financing as provided in the Financing paragraph of this Contract, may declare this Contract null and void and of no further legal effect. In either case, the deposit shall be disbursed in accordance with the Deposit paragraph of this Contract. If Buyer has complied with all of Buyer's obligations under this Contract, including those with respect to applying for financing and seeking to obtain financing, then the Release of Deposit agreement shall provide that the deposit shall be returned to Buyer.

**21. BUYER RESPONSIBILITY:** If Buyer has misrepresented Buyer's financial ability to consummate the purchase of the Property, or if this Contract is contingent upon Buyer securing a written commitment for financing and Buyer fails to apply for such financing within the time period herein specified, or fails to pursue financing diligently and in good faith, or if Buyer makes any misrepresentations in any document relating to financing, or takes (or fails to take) any action which causes Buyer's disqualification for financing, then Buyer shall be in default; and Seller may elect by written notice to Buyer, to terminate this Contract and/or pursue the remedies set forth under the Default paragraph of this Contract.

**22. SALE/SETTLEMENT OR LEASE OF OTHER REAL ESTATE:** Neither this Contract nor the granting of Buyer's loan referred to herein is to be conditioned or contingent in any manner upon the sale, settlement and/or lease of any other real estate unless a contingency for the sale, settlement and/or lease of other real estate is contained in an addendum to this Contract. Unless this Contract is expressly contingent upon the sale, settlement and/or lease of any other real estate, Buyer shall neither apply for nor accept a financing loan commitment which is contingent upon or requires as a pre-condition to funding that any other real estate be sold, settled and/or leased.

**23. ALTERNATE FINANCING:** Provided Buyer timely and diligently pursues the financing described in the **Financing** paragraph, the **Financing Application and Commitment** paragraph, and the **Buyer Responsibility** paragraph, Buyer, at Buyer's election, may also apply for alternate financing. If Buyer, at Buyer's sole option, obtains a written commitment for financing in which the loan amount, term of note, amortization period, interest rate, down payment or loan program differ from the financing as described in the Financing paragraph, or any addendum to this Contract, the Financing Application and Commitment paragraph or any addendum to this Contract shall be deemed to have been fully satisfied. Such alternate financing may not increase costs to Seller or exceed the time allowed to secure the financing commitment as provided in the Financing Application and Commitment paragraph, or any addendum to this Contract.

### **SECTION THREE: PROPERTY CONDITION AND INSPECTIONS**

**24. INCLUSIONS/EXCLUSIONS:** Included in the purchase price are all permanently attached fixtures, including all smoke detectors. Certain other **now existing items** which may be considered personal property, whether installed or stored upon the property, are included if identified on a Disclosure of Inclusions/Exclusions, Leased Items, and Utilities Addendum attached hereto.

**25. CONDITION OF PROPERTY AND POSSESSION: EXCEPT AS OTHERWISE SPECIFIED IN THIS CONTRACT INCLUDING THIS PARAGRAPH, THE PROPERTY IS SOLD "AS IS."** At settlement, Seller shall deliver possession of the Property vacant, clear of trash and debris, broom clean and in substantially the same condition as existed on the Date of Contract Acceptance. Buyer reserves the right to inspect the Property within five (5) days prior to settlement to confirm the condition of the property.



**26. INSPECTION CONTINGENCY:** If Buyer and Seller agree, Buyer will be afforded the opportunity, at Buyer's sole cost and expense, to condition Buyer's purchase of the Property upon inspections to ascertain any unsatisfactory conditions. Buyer and Seller acknowledge that Brokers, agents or subagents are not responsible for the existence or discovery of property defects. **Any Buyer Inspection Contingency must be established through Addenda to this Contract.**

Inspection Addenda Attached ☐ / ☐  
Buyer Buyer

Inspections Declined ☒ / ☐  
Buyer Buyer

#### **SECTION FOUR: PROPERTY-SPECIFIC DISCLOSURES**

**27. HOMEOWNER'S ASSOCIATION / CONDOMINIUM REGIME:** The Property is not part of development subject to the imposition of mandatory fees as defined by the Maryland Homeowner's Association Act or a condominium regime as defined by the Maryland Condominium Act, unless acknowledged by an attached addendum.

**28. NOTICE REGARDING DISCLOSURE OF DEFERRED WATER AND SEWER ASSESSMENTS:** Pursuant to Section 14-117(a)(5) of the Real Property Article of the Annotated Code of Maryland, a contract for the resale of residential real property that is served by public water or wastewater facilities for which deferred water and sewer charges have been established by a recorded covenant or declaration shall contain a notice disclosing information about the deferred water and sewer charges. **If a Seller subject to this law fails to comply:**

- (a) **Prior to settlement, Buyer is entitled to rescind in writing the sales contract without penalty or liability. On rescission, Buyer is also entitled to the full return of any deposits made on account of the sales contract. If any deposits are held in trust by a licensed real estate broker, the return of the deposits to a Buyer under this law shall comply with the procedures under § 17-505 of the Business Occupations and Professions Article of the Annotated Code of Maryland. Buyer's right of rescission shall terminate five days after Seller provides to Buyer written notice in accordance with this requirement; and**
- (b) **After settlement, Seller shall be liable to Buyer for the full amount of any fee or assessment not disclosed, unless Seller was never charged a fee or assessment to defray the costs of public water or wastewater facilities by the developer, a successor of the developer, or a subsequent assignee.**

This law does *not* apply in a county that has adopted a disclosure requirement that is substantially similar to this law. (If the Property is served by public water or wastewater facilities for which deferred water and sewer charges have been established by a recorded covenant or declaration: See Notice Regarding Deferred Water and Sewer Charges.)

**29. NOTICE CONCERNING PROPERTIES WITH PRIVATE OR DOMESTIC WATER SUPPLY WELL:** Pursuant to Section 10-713(B)(1) of the Real Property Article of the Annotated Code of Maryland, a contract for the sale of real property on which a private or domestic water supply well is located shall include a provision requiring, as a condition of the sale, that the Buyer ensure that water quality testing of the well be conducted. Settlement on the contract for the sale of real property may not occur until Seller and Buyer have each received and reviewed the results of the water quality testing. If a private or domestic water supply well is located on the Property, Seller and Buyer shall execute the Water Quality Test Addendum and Water Quality Test Notice.

Buyer may waive their right to have the well tested for water quality.

Water Quality Test Addendum Attached ☐ / ☐  
Buyer Buyer

Buyer waives their right to test the well ☒ / ☐  
Buyer Buyer

**30. AGRICULTURALLY ASSESSED PROPERTY:** The *Agricultural Use Assessment* (Assessment) is a reduced property tax assessment for agricultural land. To be eligible for the Assessment, the land must be actively used for agricultural purposes. The *Agricultural Land Transfer Tax* (Tax) is a tax imposed under Section 13-301 et seq. of the Tax-Property Article, Annotated Code of Maryland. **If the Property is assessed in the agricultural use category and the Buyer does not intend to use the Property for agricultural purposes, the Tax may become due and could be substantial.** The Tax is imposed on the deed itself and must be paid before the deed can be recorded. At the time of sale, Seller shall notify Buyer in writing that the transfer may be subject to the Tax. Buyer will be responsible to pay the Tax unless the parties negotiate a different agreement. To avoid paying the Tax, Buyer must continue to use the Property for agricultural purposes and comply with the other requirements of the law. **The Property, or any portion thereof, may be subject to an Agricultural Land Transfer Tax as imposed by Section 13-301 et seq. of the Tax-Property Article, Annotated Code of Maryland, by reason of the Property's having been assessed on the basis of agricultural use. The Tax assessed as a result of this transfer shall be paid by** N/a.

**31. NOTICE CONCERNING CONSERVATION EASEMENTS:** If the Property is encumbered by a Conservation Easement as defined in Section 10-705 of the Real Property Article, Annotated Code of Maryland, the contract must contain a notice concerning the easement, which is contained in an attached addendum. This Paragraph does not apply to the sale of property in an action to foreclose a mortgage or deed of trust. (If the Property is encumbered by a Conservation Easement: See Conservation Easement Addendum.)



### 32. FOREST CONSERVATION AND MANAGEMENT PROGRAM:

Buyer is hereby notified that this transfer may be subject to the Forest Conservation and Management Program imposed by Section 8-211 of the Tax-Property Article, Annotated Code of Maryland. Forest Conservation and Management program taxes assessed as a result of this transfer shall be paid by N/a.

**33. FOREST CONSERVATION ACT NOTICE:** If the Property is a tract of land 40,000 square feet or more in size, Buyer is notified that, unless exempted by applicable law, as a prerequisite to any subdivision plan or grading or sediment control permit for the Property, Buyer will be required to comply with the provisions of the Maryland Forest Conservation Act imposed by Section 5-1601, et seq. of the Natural Resources Article, Annotated Code of Maryland, including, among other things, the submission and acceptance of a Forest Stand Delineation and a Forest Conservation Plan for the Property in accordance with applicable laws and regulations. Unless otherwise expressly set forth in an addendum to this Contract, Seller represents and warrants that the Property is not currently subject to a Forest Conservation Plan, Management Agreement or any other pending obligation binding the owner of the Property under said Act; further, Seller represents and warrants that no activities have been undertaken on the Property by Seller in violation of the Forest Conservation Act.

## SECTION FIVE: GENERAL DISCLOSURES

**34. SINGLE FAMILY RESIDENTIAL REAL PROPERTY DISCLOSURE NOTICE:** Buyer is advised of the right to receive a "Disclosure and Disclaimer Statement" from Seller (Section 10-702 Real Property Article, Annotated Code of Maryland).

**35. GROUND RENT:** If the Property is subject to ground rent and the ground rent is not timely paid, the ground lease holder (i.e., the person to whom the ground rent is payable) may bring an action under Section 8-402.3 of the Real Property Article, Annotated Code of Maryland. As a result of this action, a lien may be placed upon the property. If the Property is subject to ground rent, Sections 14-116 and 14-116.1 of the Real Property Article provide the purchaser, upon obtaining ownership of the Property, with certain rights and responsibilities relative to the ground rent. (If the Property is subject to ground rent: See Property Subject to Ground Rent Addendum.)

### 36. LEAD-BASED PAINT:

**A. FEDERAL LEAD-BASED PAINT LAW:** Title X, Section 1018, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the "Act"), requires the disclosure by Seller of information regarding lead-based paint and lead-based paint hazards in connection with the sale of any **residential** real property on which a residential dwelling was constructed prior to 1978. Unless otherwise exempt by the Act, the disclosure shall be made on the required federal Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards form. **Seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of settlement. A Seller who fails to give the required Lead-Based Paint Disclosure form and EPA pamphlet may be liable under the Act for three times the amount of damages and may be subject to both civil and criminal penalties.**

Buyer acknowledges by Buyer's initials below that Buyer has read and understands the provisions of Paragraph 36.A.

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**B. RENOVATION, REPAIR AND PAINTING OF PROPERTY:** In accordance with the Lead Renovation, Repair and Painting Rule ("RRP") as adopted by the Environmental Protection Agency ("the EPA"), effective April 22, 2010, if the improvements on the Property were built before 1978, contractor(s) engaged by Seller to renovate, repair or paint the Property must be certified by the EPA where such work will disturb more than six square feet of paint per room for interior projects; more than 20 square feet of paint for any exterior project; or includes window replacement or demolition ("Covered Work"). Before and during any Covered Work project, contractor(s) must comply with all requirements of the RRP.

A Seller who personally performs any Covered Work on a rental property is required to be certified by the EPA prior to performing such Covered Work. No certification is required for a Seller who personally performs Covered Work on the Seller's principal residence. However, Seller has the ultimate responsibility for the safety of Seller's family or children while performing such Covered Work. For detailed information regarding the RRP, Seller should visit <http://www2.epa.gov/lead/renovation-repair-and-painting-program>.

Buyer acknowledges by Buyer's initials below that Buyer has read and understands Paragraph 36.B.

 /  (BUYER)  
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**C. MARYLAND LEAD POISONING PREVENTION PROGRAM:** Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any residential dwelling constructed prior to 1978 that is leased for residential purposes is required to be registered with the Maryland Department of the Environment (MDE). If the Property was built prior to 1978 and is now or has been a rental property or may become a rental property in the future, a separate Maryland Lead-Based Paint Disclosure form is attached. Detailed information regarding compliance requirements may be obtained at: <http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>.

Buyer acknowledges by Buyer's initials below that Buyer has read and understands Paragraph 36.C.

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**37. LIMITED WARRANTY:** NOTICE TO BUYER: IF A WARRANTY PLAN IS BEING OFFERED WITH THE PURCHASE OF THE PROPERTY, IT MAY BE A LIMITED WARRANTY. SINCE SUCH WARRANTY PLANS DO NOT COVER STRUCTURAL DEFECTS AND MAY NOT COVER PRE-EXISTING DEFECTS, BUYER SHOULD REQUEST THE REAL ESTATE AGENT TO PROVIDE BUYER WITH ANY BROCHURE WHICH DESCRIBES THE PLAN IN ORDER TO DETERMINE THE EXTENT OF COVERAGE PROVIDED BY THE WARRANTY.

**38. PROPERTY INSURANCE BROCHURE:** An informational brochure published by Maryland REALTORS® titled "Property Insurance Basics – What You Should Know" is available to explain current issues relative to obtaining insurance coverage for the Property to be purchased and may be obtained on Maryland REALTORS® website: <http://www.mdrealtor.org/Portals/0/adam/Content/gejh4dXTAEWPU3vfLrkJ1A/Link/FINAL-Property-Insurance-Basics-Flyer-Web.pdf>.

### 39. FLOOD DISCLOSURE NOTICE:

**A. FLOOD INSURANCE PREMIUMS:** The Property or part of the Property may be located in an area established by the government as a "flood plain" or otherwise in an area where flood insurance could be required by Buyer's mortgage lender as a condition of granting a mortgage. In addition, construction on the Property could be prohibited or restricted. The National Flood Insurance Program ("NFIP") provides for the availability of flood insurance but also establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Due to amendments to federal law governing the NFIP those premiums are increasing, and in some cases will rise by a substantial amount over the premiums previously charged for flood insurance. As a result, Buyer should not rely on the premiums paid for flood insurance on the Property as an indication of the premiums that will apply after Buyer completes the purchase. In considering the purchase of this Property, Buyer should consult with one or more carriers of flood insurance for better understanding of flood insurance coverage, the premiums that are likely to be required to purchase such insurance and any available information about how those premiums may increase in the future. The only requirement for purchasing flood insurance from the NFIP is that you live in a community that participates (via floodplain regulations) in the NFIP. The same requirement applies to the mandatory purchase of flood insurance. Detailed information regarding flood insurance coverage may be obtained at: <https://www.fema.gov/national-flood-insurance-program>.

**B. FLOOD INSURANCE RATE MAPS:** The State of Maryland in conjunction with the Federal Emergency Management Agency has been systematically updating flood insurance rate maps. The Property may be affected. Buyer is advised to contact the Maryland Department of the Environment and consult a flood insurance carrier to inquire about the status of the Property. Detailed information regarding updated maps may be obtained at: <http://www.mdfloodmaps.net>.

**40. GUARANTY FUND:** NOTICE TO BUYER: BUYER IS PROTECTED BY THE REAL ESTATE GUARANTY FUND OF THE MARYLAND REAL ESTATE COMMISSION, UNDER SECTION 17-404 OF THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE OF THE ANNOTATED CODE OF MARYLAND, FOR LOSSES IN AN AMOUNT NOT EXCEEDING \$50,000 FOR ANY CLAIM.

**41. NOTICE TO BUYER CONCERNING THE CHESAPEAKE AND ATLANTIC COASTAL BAYS CRITICAL AREA:** Buyer is advised that all or a portion of the property may be located in the "Critical Area" of the Chesapeake and Atlantic Coastal Bays, and that additional zoning, land use, and resource protection regulations apply in this area. The "Critical Area" generally consists of all land and water areas within 1,000 feet beyond the landward boundaries of state or private wetlands, the Chesapeake Bay, the Atlantic Coastal Bays, and all of their tidal tributaries. The "Critical Area" also includes the waters of and lands under the Chesapeake Bay, the Atlantic Coastal Bays and all of their tidal tributaries to the head of tide. For information as to whether the property is located within the Critical Area, Buyer may contact the local Department of Planning and Zoning, which maintains maps showing the extent of the Critical Area in the jurisdiction. Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington Counties do not include land located in the Critical Area.

**42. WETLANDS NOTICE:** Buyer is advised that if the Property being purchased contains waters of the United States, or if the Property contains land and/or waters regulated by the State, including, but not limited to, wetlands, approval from the U.S. Army Corps of Engineers (Corps) and/or the Maryland Department of the Environment (MDE) will be necessary before starting any work, including construction, if the work includes the discharge of dredged or fill material into a regulated area, or certain other activities conducted in a regulated area. The Corps has adopted a broad definition of waters of the United States, which occur throughout the Chesapeake Bay Region, as well as other portions of the State. The land and waters regulated by the State include tidal wetlands, nontidal wetlands and their buffers, and streams and their 100-year nontidal floodplain. For information as to whether the Property includes waters of the United States or land and/or waters regulated by the State, Buyer may contact the Baltimore District of the Corps and/or MDE. Buyer may also elect, at Buyer's expense, to engage the services of a qualified specialist to inspect the Property for the presence of Corps- or MDE-regulated areas, including wetlands, prior to submitting a written offer to purchase the Property; or Buyer may include in Buyer's written offer a clause making Buyer's purchase of the Property contingent upon a satisfactory wetlands inspection.



**43. CRIMINAL ACTIVITY AND SEXUAL OFFENDERS.** Buyer may contact the state, county or municipal police departments in which the Property is located or check the "Sex Offender Registry" at the Maryland Department of Public Safety and Correctional Services website in order to ascertain criminal activity in the vicinity of the Property or the presence of registered sexual offenders who live or work within the vicinity of the Property. Buyer acknowledges that Buyer is solely responsible to inquire of such matters before signing this Contract. Buyer shall have no right to cancel this Contract based upon criminal activity or the presence of registered sexual offenders in the vicinity of the Property. Buyer further acknowledges that no real estate licensee involved in the sale or purchase of the Property, whether acting as the agent for Seller or Buyer, has any duty nor assumes any duty or responsibility to ascertain criminal activity or the presence of registered sexual offenders in the vicinity of the Property.

**44. MILITARY INSTALLATIONS:** This Section does not apply in Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington Counties. Buyer is advised that the Property may be located near a military installation that conducts flight operations, munitions testing, or military operations that may result in high noise levels.

**45. NOTICE TO THE PARTIES:**

**A. NO REPRESENTATIONS:** Brokers, their agents, subagents and employees, make no representations with respect to:

- (1) Water quantity, quality, color, or taste or operating conditions of public and/or private water systems;
- (2) Location, size or operating condition of on-site sewage disposal systems;
- (3) The extensions of public utilities by local municipal authorities, existence or availability of public utilities, and any assessments, fees or costs for public utilities which might be imposed by local municipal authorities or private entities, should public utilities be extended or available to the subject Property. (Buyer should consult the Department of Public Works to determine the availability of proposed future extensions of utilities.);

- (4) Lot size, exact location. If the subject Property is part of a recorded subdivision, Buyer can review the plat upon request at the Record Office. If the subject Property is not part of a recorded subdivision, Buyer may verify exact size, location and through a survey by a licensed engineer or land surveyor, at Buyer's expense;

- (5) Existing zoning or permitted uses of the Property, including, without limitation, whether any improvements to the Property required permit(s) and, if so, whether such improvements, were completed pursuant to permit(s) issued and/or whether any permit(s) issued were complied with. Buyer should contact the appropriate local government agency and/or a licensed engineer to verify zoning, permit issuance/status, and permitted uses;

- (6) Whether properly licensed contractors have been used to make repairs, renovations and improvements to the Property.

**B. NO ADVISING:** Brokers/agents are not advising the parties as to certain other issues, including without limitation: soil conditions; flood hazard areas; possible restrictions of the use of property due to restrictive covenants, leases, subdivision, environmental laws, easements or other documents; airport or aircraft noise; planned land use, roads or highways; and construction materials and/or hazardous materials, including without limitation flame retardant treated plywood (FRT), radon, radium, mold spores, urea formaldehyde foam insulation (UFFI), synthetic stucco (EIFS), asbestos, polybutylene piping and lead-based paint. Information relating to these issues may be available from appropriate governmental authorities. This disclosure is not intended to provide an inspection contingency.

**C. COMPENSATION OF VENDORS:** Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors.

**D. PROTECTION OF HOMEOWNERS IN FORECLOSURE ACT NOTICE:** BUYER AND SELLER ACKNOWLEDGE THAT, UNDER SECTION 7-310 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND, IF THE MORTGAGE ON THE PROPERTY IS AT LEAST 60 DAYS IN DEFAULT ON THE DATE OF CONTRACT ACCEPTANCE, SELLER HAS THE RIGHT TO RESCIND THE CONTRACT WITHIN 5 DAYS AFTER THE DATE OF CONTRACT ACCEPTANCE. ANY PROVISION IN THIS CONTRACT OR OTHER AGREEMENT THAT ATTEMPTS OR PURPORTS TO WAIVE ANY OF THE SELLER'S RIGHTS UNDER SECTION 7-310 IS VOID.

**46. HOMESTEAD PROPERTY TAX CREDIT NOTICE TO BUYER: IF YOU PLAN TO LIVE IN THIS HOME AS YOUR PRINCIPAL RESIDENCE, YOU MAY QUALIFY FOR THE HOMESTEAD PROPERTY TAX CREDIT. THE HOMESTEAD PROPERTY TAX CREDIT MAY SIGNIFICANTLY REDUCE THE AMOUNT OF PROPERTY TAXES YOU OWE.** Additional information may be obtained at: <https://dat.maryland.gov/realproperty/pages/maryland-homestead-tax-credit.aspx>.

**47. PROPERTY TAX NOTICE – 60 DAY APPEAL:** If any real property is transferred after January 1 and before the beginning of the next taxable year to a new owner, the new owner may submit a written appeal as to a value or classification on or before 60 days after the date of the transfer.

**SECTION SIX: TRANSFER OF TITLE AND CLOSING**

**48. NOTICE OF BUYER'S RIGHT TO SELECT SETTLEMENT SERVICE PROVIDERS:** Buyer has the right to select Buyer's own title insurance company, title lawyer, settlement company, escrow company, mortgage lender or financial institution as defined in the Financial Institutions Article, Annotated Code of Maryland. Buyer acknowledges that Seller may not be prohibited from offering owner financing as a condition of settlement.



**49. DEED AND TITLE:** Upon payment of the purchase price, a deed for the Property containing covenants of special warranty and further assurances (except in the case of transfer by personal representative of an estate), shall be executed by Seller and shall convey the Property to Buyer. Title to the Property, including all chattels included in the purchase, shall be good and merchantable, free of liens and encumbrances except as specified herein; except for use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property. Buyer expressly assumes the risk that restrictive covenants, zoning laws or other recorded documents may restrict or prohibit the use of the Property for the purpose(s) intended by Buyer. In the event Seller is unable to give good and merchantable title or such as can be insured by a Maryland licensed title insurer, with Buyer paying not more than the standard rate as filed with the Maryland Insurance Commissioner, Seller, at Seller's expense, shall have the option of curing any defect so as to enable Seller to give good and merchantable title or, if Buyer is willing to accept title without said defect being cured, paying any special premium on behalf of Buyer to obtain title insurance on the Property to the benefit of Buyer. In the event Seller elects to cure any defects in title, this Contract shall continue to remain in full force and effect; and the date of settlement shall be extended for a period not to exceed fourteen (14) additional days. If Seller is unable to cure such title defect(s) and is unable to obtain a policy of title insurance on the Property to the benefit of Buyer from a Maryland licensed title insurer, Buyer shall have the option of taking such title as Seller can give, or terminating this Contract and being reimbursed by Seller for cost of searching title as may have been incurred not to exceed 1/2 of 1% of the purchase price. In the latter event, there shall be no further liability or obligation on either of the parties hereto; and this Contract shall become null and void; and all Deposit(s) shall be disbursed in accordance with the Deposit paragraph of this Contract. In no event shall Broker(s) or their agent(s) have any liability for any defect in Seller's title.

**50. ADJUSTMENTS:** Ground rent, homeowner's association fees, rent and water rent shall be adjusted and apportioned as of date of settlement; and all taxes, general or special, and all other public or governmental charges or assessments against the Property which are or may be payable on a periodic basis, including the Metropolitan District Sanitary Commission and the Washington Suburban Sanitary Commission, or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage, paving, or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto, are to be adjusted and apportioned as of the date of settlement and are to be assumed and paid thereafter by Buyer, whether assessments have been levied or not as of date of settlement if applicable by local law. **Any heating or cooking fuels remaining in supply tank(s) at time of settlement shall become the property of Buyer.**

**51. SETTLEMENT COSTS:** Buyer agrees to pay all settlement costs and charges including, but not limited to, all Lender's fees in connection herewith, including title examination and title insurance fees, loan insurance premiums, all document preparation and recording fees, notary fees, survey fees where required, and all recording charges, except those incident to clearing existing encumbrances or title defects, except if Buyer is a Veteran obtaining VA financing, those prohibited to be paid by a Veteran obtaining VA financing, which prohibited charges shall be paid by Seller. If Buyer is a Veteran obtaining VA financing, Buyer's Broker may not charge a flat fee to Buyer nor to Seller per VA Reg. Part 38 CFR 36.4313(b). Seller is advised that should Seller not be able to attend Settlement as scheduled, Seller may be subject to additional charges from the settlement company to cover the reasonable additional costs of accommodating Seller's request. In such event, Seller is advised to contact the title company to determine what charges may apply.

**52. TRANSFER CHARGES:**

**A. IN GENERAL.** If Buyer is NOT a first-time Maryland homebuyer, payment of Recordation Taxes and State and local Transfer Taxes will be divided equally between Buyer and Seller unless otherwise stated here: \_\_\_\_\_ . Buyer shall be entitled to receive the benefit of any local owner-occupancy reduction offered by the jurisdiction where the property is located.

**B. FIRST-TIME MARYLAND HOMEBUYER.** Maryland law provides that the amount of state transfer tax due on the sale of property to a first-time Maryland homebuyer is reduced from 0.50% to 0.25% and shall be paid entirely by the Seller. Payment of Recordation Taxes and local Transfer Taxes will be divided equally between Buyer and Seller unless otherwise stated here: \_\_\_\_\_ . Buyer shall be entitled to receive the benefit of any local owner-occupancy reduction offered by the jurisdiction where the property is located. Buyer is hereby notified that to ensure receipt of the above reduction, Buyer should check the box on Page 10 of this Contract, indicating that Buyer is a first-time Maryland homebuyer, and complete the required affidavit at settlement indicating that the Buyer is a first-time Maryland homebuyer.



**53. MARYLAND NON-RESIDENT SELLER:** If the Property is not the Seller's principal residence and the Seller is a non-resident individual of the State of Maryland or is a non-resident entity which is not formed under the laws of the State of Maryland or qualified to do business in the State of Maryland, a withholding tax from the proceeds of sale ***shall*** be withheld at the time of settlement except as otherwise provided by Maryland law. ***Seller may request the Maryland Comptroller to issue a Certificate of Full or Partial Exemption from the withholding requirements, provided that such request is filed not later than 21 days prior to the date of closing. For detailed information, seller should call 1-800-MDTAXES or visit: [https://www.marylandtaxes.gov/forms/current\\_forms/withholding\\_requirement.pdf](https://www.marylandtaxes.gov/forms/current_forms/withholding_requirement.pdf).***

**54. FOREIGN INVESTMENT TAXES-FIRPTA:** Section 1445 of the United States Internal Revenue Code of 1986 provides that a Buyer of residential real property located in the United States must withhold federal income taxes from the payment of the purchase price if (a) the purchase price exceeds Three Hundred Thousand Dollars (\$300,000.00) and (b) the seller is a foreign person. Unless otherwise stated in an addendum attached hereto, if the purchase price is in excess of Three Hundred Thousand Dollars (\$300,000.00), Seller represents that Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined by the Internal Revenue Code and applicable regulations) and agrees to execute an affidavit to this effect at the time of settlement.

**55. INTERNAL REVENUE SERVICE FILING:** Buyer and Seller each agree to cooperate with the settlement officer by providing all necessary information so that a report can be filed with the Internal Revenue Service, as required by Section 6045 of the IRS Code. To the extent permitted by law, any fees incurred as a result of such filing will be paid by the Seller.

**56. AUTHORIZATION TO PROVIDE TILA-RESPA INTEGRATED DISCLOSURES:** Buyer and Seller hereby authorize the lender, title company, escrow agent, and/or their representatives to disclose and provide copies of the closing disclosure(s) and/or other settlement statement to the real estate licensees involved in the transaction at the time these documents are provided to Buyer and Seller.

**57. BROKER'S FEE:** All parties irrevocably instruct the settlement officer to collect the fee or compensation and disburse same according to the terms and conditions provided in the listing agreement and/or agency representation agreement. Settlement shall not be a condition precedent to payment of compensation.

**58. BROKER LIABILITY:** Brokers, their agents, subagents and employees do not assume any responsibility for the condition of the Property or for the performance of this Contract by any or all parties hereto. By signing this Contract, Buyer and Seller acknowledge that they have not relied on any representations made by Brokers, or any agents, subagents or employees of Brokers, except those representations expressly set forth in this Contract.

**59. PROPERTY OWNER'S TITLE INSURANCE:** Buyer is encouraged to purchase owner's title insurance at either "standard" or "enhanced" coverage and rates. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage would be determined by the extent of its coverage. For purposes of owner's title insurance policy premium rate disclosures by Buyer's lender, Buyer and Seller agree that enhanced rates (if available) shall be quoted by Buyer's lender. Buyer understands that a policy issued to the Lender will not protect the Buyer from losses caused by title defect. Nothing herein obligates Buyer to obtain any owner's title insurance coverage at any time, including at settlement, and that the availability of owner's title insurance coverage is subject to the underwriting criteria of the title insurer. Buyer understands that the Broker does not warrant the condition of title, and Buyer agrees to hold harmless Broker from any damages sustained by Buyer that may result from a defect in title.

## **SECTION SEVEN: BREACH OF CONTRACT AND DISPUTE RESOLUTION**

**60. DEFAULT:** Buyer and Seller are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. If Buyer fails to make full settlement or is in default due to Buyer's failure to comply with the terms, covenants and conditions of this Contract, the initial Deposit and additional Deposits (the "Deposit") may be retained by Seller as long as a Release of Deposit Agreement is signed and executed by all parties, expressing that said Deposit may be retained by Seller. In the event the parties do not agree to execute a Release of Deposit Agreement, subject to the Deposit paragraph of this Contract, Buyer and Seller shall have all legal and equitable remedies. If Seller fails to make full settlement or is in default due to Seller's failure to comply with the terms, covenants and conditions of this Contract, Buyer shall be entitled to pursue such rights and remedies as may be available, at law or in equity, including, without limitation, an action for specific performance of this Contract and/or monetary damages. In the event of any litigation or dispute between Buyer and Seller concerning the release of the Deposit, Broker's sole responsibility may be met, at Broker's option, by paying the Deposit into the court in which such litigation is pending, or by paying the Deposit into the court of proper jurisdiction by an action of interpleader. Buyer and Seller agree that, upon Broker's payment of the Deposit into the court, neither Buyer nor Seller shall have any further right, claim, demand or action against Broker regarding the release of the Deposit; and Buyer and Seller, jointly and severally, shall indemnify and hold Broker harmless from any and all such rights, claims, demands or actions.



In the event of such dispute and election by Broker to file an action of interpleader as herein provided, Buyer and Seller further agree and hereby expressly and irrevocably authorize Broker to deduct from the Deposit all costs incurred by Broker in the filing and maintenance of such action of interpleader including but not limited to filing fees, court costs, service of process fees and attorneys' fees, provided that the amount deducted shall not exceed the lesser of \$500 or the amount of the Deposit held by Broker. All such fees and costs authorized herein to be deducted may be deducted by Broker from the Deposit prior to paying the balance of the Deposit to the court. Buyer and Seller further agree and expressly declare that all such fees and costs so deducted shall be the exclusive property of Broker. If the amount deducted by Broker is less than the total of all of the costs incurred by Broker in filing and maintaining the interpleader action, then Buyer and Seller jointly, and severally, agree to reimburse Broker for all such excess costs upon the conclusion of the interpleader action.

**61. MEDIATION OF DISPUTES:** Mediation is a process by which the parties attempt to resolve a dispute or claim with the assistance of a neutral mediator who is authorized to facilitate the resolution of the dispute. The mediator has no authority to make an award, to impose a resolution of the dispute or claim upon the parties or to require the parties to continue mediation if the parties do not desire to do so. Buyer and Seller agree that any dispute or claim arising out of or from this Contract or the transaction which is the subject of this Contract shall be mediated through Maryland REALTORS® or its member local boards/associations in accordance with the established Mediation Rules and Guidelines of Maryland REALTORS® or through such other mediator or mediation service as mutually agreed upon by Buyer and Seller, in writing. Unless otherwise agreed in writing by the parties, mediation fees, costs and expenses shall be divided and paid equally by the parties to the mediation. If either party elects to have an attorney present that party shall pay his or her own attorney's fees.

Buyer and Seller further agree that the obligation of Buyer and Seller to mediate as herein provided shall apply to all disputes or claims arising whether prior to, during, or within one (1) year following the actual contract settlement date or when settlement should have occurred. Buyer and Seller agree that neither party shall commence any action in any court regarding a dispute or claim arising out of or from this Contract or the transaction which is the subject of this Contract, without first mediating the dispute or claim, unless the right to pursue such action or the ability to protect an interest or pursue a remedy as provided in this Contract, would be precluded by the delay of the mediation. In the event the right to pursue such action, or the ability to protect an interest or pursue a remedy would be precluded by the delay, Buyer or Seller may commence the action only if the initial pleading or document commencing such action is accompanied by a request to stay the proceeding pending the conclusion of the mediation. If a party initiates or commences an action in violation of this provision, the party agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the other party to enforce the obligation as provided herein. The provisions of this paragraph shall survive closing and shall not be deemed to have been extinguished by merger with the deed.

**62. ATTORNEY'S FEES:** In any action or proceeding between Buyer and Seller based, in whole or in part, upon the performance or non-performance of the terms and conditions of this Contract, including, but not limited to, breach of contract, negligence, misrepresentation or fraud, the prevailing party in such action or proceeding shall be entitled to receive reasonable attorney's fees from the other party as determined by the court or arbitrator. In any action or proceeding between Buyer and Seller and/or between Buyer and Broker(s) and/or Seller and Broker(s) resulting in Broker(s) being made a party to such action or proceeding, including, but not limited to, any litigation, arbitration, or complaint and claim before the Maryland Real Estate Commission, whether as defendant, cross-defendant, third-party defendant or respondent, Buyer and Seller jointly and severally, agree to indemnify and hold Broker(s) harmless from and against any and all liability, loss, cost, damages or expenses (including filing fees, court costs, service of process fees, transcript fees and attorneys' fees) incurred by Broker(s) in such action or proceeding, providing that such action or proceeding does not result in a judgment against Broker(s). As used in this Contract, the term "Broker(s)" shall mean: (a) the Brokers as identified on Page 11 of this Contract; (b) the named Sales Associates identified on Page 11 of the Contract; and (c) any agent, subagent, salesperson, independent contractor and/or employees of Broker(s). The term "Broker(s)" shall also mean, in the singular, any or either of the named Broker(s) and/or Sales Associate(s) as identified or, in the plural, both of the named Brokers and/or Sales Associates as identified. This Paragraph shall apply to any and all such action(s) or proceeding(s) against Broker(s) including those action(s) or proceeding(s) based, in whole or in part, upon any alleged act(s) or omission(s) by Broker(s), including, but not limited to, any alleged act of misrepresentation, fraud, non-disclosure, negligence, violation of any statutory or common law duty, or breach of fiduciary duty by Broker(s). The provisions of this Paragraph shall survive closing and shall not be deemed to have been extinguished by merger with the deed.

*Betty Fournier*  
 dotloop verified  
 11/25/24 3:41 PM EST  
 SEUO-T7Z2-GLT5-KC55

Buyer Signature Date

Seller Signature Date

Buyer Signature Date

Seller Signature Date

**DATE OF CONTRACT ACCEPTANCE:**

(Insert the date on which all final initials and signatures of all parties have been affixed to this Contract.)

☐ Check if First-Time Maryland Homebuyer



**Contact Information:**

BUYER / NAME(S): Betty Fournier

MAILING ADDRESS: 11 Whitley court, Hempstead, NY 11550

SELLER / NAME(S): Cumberland Mayor and City Council

MAILING ADDRESS:

Information provided for reference only:

LISTING BROKERAGE COMPANY NAME: For sale by owner

BROKER OF RECORD NAME:

LICENSE NUMBER:

SALES ASSOCIATE NAME:

LICENSE NUMBER:

OFFICE ADDRESS:

OFFICE PHONE:

BROKER/SALES ASSOCIATE MLS ID:

SALES ASSOCIATE PHONE:

SALES ASSOCIATE E-MAIL:

ACTING AS: ☐ LISTING BROKER AND SELLER AGENT; OR

☐ INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

SELLING BROKERAGE COMPANY NAME: Carter & Roque Real Estate

BROKER OF RECORD NAME: Donny Carter

LICENSE NUMBER: 636123

SALES ASSOCIATE NAME: Destiny Hill

LICENSE NUMBER: 5002170

OFFICE ADDRESS: 11 W Main St., Suite 1, Frostburg, MD 21532

OFFICE PHONE: 3016790100

BROKER/SALES ASSOCIATE MLS ID: CTRQ1

SALES ASSOCIATE PHONE: 2403624717

SALES ASSOCIATE E-MAIL: destinyhillrealtor@gmail.com

ACTING AS: ☐ SELLER AGENT; OR

☐ SUBAGENT; OR

☒ BUYER AGENT; OR

☐ INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

# EXHIBIT B

## QUITCLAIM DEED

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

### WITNESSETH:

That for and in consideration of the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, \_\_\_\_\_, forever in fee simple:

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

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

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

**WITNESS/ATTEST:**

**MAYOR AND CITY COUNCIL  
OF CUMBERLAND**

\_\_\_\_\_  
**Allison K. Layton, City Clerk**

By: \_\_\_\_\_ (SEAL)  
**Raymond M. Morriss, Mayor**

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

**I HEREBY CERTIFY**, that on this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$\_\_\_\_\_ 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.

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**NOTARY PUBLIC**

**My Commission Expires:** \_\_\_\_\_

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

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**MICHAEL SCOTT COHEN**

# Council Agenda Summary

**Meeting Date:** December 17, 2024

Key Staff Contact: Ken Tressler or Kevin Thacker

**Item Title:**

Sale of real estate – 118 Winton Place, Tax ID 06-040160, Buyer - Betty Fournier

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

An ordinance to accept an offer by Betty Fournier presented to Mayor & City Council by Carter and Roque Real Estate to purchase 118 Winton Place for \$12,000. Winton Place was acquired through the motion-to-strike process in May 2024. The tax certificate was purchased by Locke Capital in the 2021 tax sale. It was a blighted property and half of a duplex. Locke Capital received final judgement to foreclose on the property but elected not to follow through – most likely due to the deteriorated condition. We elected to pursue obtaining the property via the MTS process vs. the alternative of the property going through another tax sale and sitting vacant for several more years.

120 Winton Place is the address of the other half of the duplex. The tax certificate was sold at the May 2024 tax sale. We attempted to acquire the certificate, but it was redeemed by the original owner who has since received an offer to buy the property. The buyer is also interest in 118 Winton Place and have offered the city \$12,000. We recommend accepting the offer as it represents the best chance to save both halves of the duplex from condemnation and demolition.

**Budget number: 114.199AL.C\_Ave 61000**

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

**File Attachments for Item:**

. Order 27,613 - approving budget appropriations and transfers for fiscal year 2023-2024

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

ORDER NO. 27,613

DATE: December 17, 2024

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

**THAT,** the following General Fund appropriations and transfers be and are hereby approved for Fiscal Year 2023-2024:

|                           | Original<br>Budget   | Budget<br>Changing<br>Ordinances | Current              | Revised<br>Amended<br>Budget | Adjustment<br>Required |
|---------------------------|----------------------|----------------------------------|----------------------|------------------------------|------------------------|
| <b>Expenditures</b>       |                      |                                  |                      |                              |                        |
| General Government        | \$ 2,582,281         | \$ -                             | \$ 2,582,281         | \$ 2,582,281                 | \$ -                   |
| Public Safety             | 14,820,339           | -                                | 14,820,339           | 14,961,339                   | 141,000                |
| Public Works              | 2,898,900            | -                                | 2,898,900            | 2,898,900                    | -                      |
| Recreation                | 766,679              | -                                | 766,679              | 893,679                      | 127,000                |
| Community Dev & Housing   | 2,215,305            | -                                | 2,215,305            | 2,215,305                    | -                      |
| Debt Service              | 3,665,941            | -                                | 3,665,941            | 3,750,941                    | 85,000                 |
| Operating Transfers       | 7,385,780            | -                                | 7,385,780            | 7,032,780                    | (353,000)              |
| <b>Total Expenditures</b> | <b>\$ 34,335,225</b> | <b>\$ -</b>                      | <b>\$ 34,335,225</b> | <b>\$ 34,335,225</b>         | <b>\$ -</b>            |

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**Raymond M. Morriss, Mayor**

# Council Agenda Summary

**Meeting Date:** December 17, 2024

Key Staff Contact: Ken Tressler and Mark Gandolfi

**Item Title:**

City of Cumberland – FY 2024 Year-end Budget Adjustment & Notice of Assignment of Funds

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

An order approving the following FY 2024 General Fund budget adjustments.

|                           | Original Budget      | Budget Changing Ordinances | Current              | Revised Amended Budget | Adjustment Required |
|---------------------------|----------------------|----------------------------|----------------------|------------------------|---------------------|
| <b>Expenditures</b>       |                      |                            |                      |                        |                     |
| General Government        | \$ 2,582,281         | \$ -                       | \$ 2,582,281         | \$ 2,582,281           | \$ -                |
| (1) Public Safety         | 14,820,339           | -                          | 14,820,339           | 14,961,339             | 141,000             |
| Public Works              | 2,898,900            | -                          | 2,898,900            | 2,898,900              | -                   |
| (2) Recreation            | 766,679              | -                          | 766,679              | 893,679                | 127,000             |
| Community Dev & Housing   | 2,215,305            | -                          | 2,215,305            | 2,215,305              | -                   |
| (3) Debt Service          | 3,665,941            | -                          | 3,665,941            | 3,750,941              | 85,000              |
| (4) Operating Transfers   | 7,385,780            | -                          | 7,385,780            | 7,032,780              | (353,000)           |
| <b>Total Expenditures</b> | <b>\$ 34,335,225</b> | <b>\$ -</b>                | <b>\$ 34,335,225</b> | <b>\$ 34,335,225</b>   | <b>\$ -</b>         |

- (1) Public Safety - Fire Department overtime and training payroll are the primary reason for the unfavorable variance.  
(2) Recreation - Primarily due to Parks Department 2022 and 2024 workers comp claim costs and ARPA funded Duck Pond.  
(3) Debt Service - Primarily due to a new GASB 96 accounting standard requiring an entry for subscription principal payments  
(4) Operating transfers - primarily due to timing differences on xfers to Capital Projects due to delayed projects such as the Cumberland Street Bridge and \$1.5 million of BSA funding coming from two grants instead of debt financing.

Additionally, in accordance with the City's fund balance policy, please be advised that the comptroller has assigned \$1,000,000 of FY24 fund balance for future capital projects and capital equipment. Capital projects and capital equipment may include, but not be limited to, the Public Safety Building HVAC and other capital projects and equipment.

The unassigned fund balance meets the fund balance policy's goal to achieve and maintain an unassigned General Fund balance equal to 25.0% of budgeted expenditures.

The FY 2024 financial statements present the General Fund's fund balance as:

|              | Fiscal Year 2024     |                   |                      |  |
|--------------|----------------------|-------------------|----------------------|--|
| Fund Balance | Beginning            | Change            | Ending               |  |
| Nonspendable | \$ 2,824,929         | \$ 185,154        | \$ 3,010,083         |  |
| Restricted   | 6,091,604            | (899,089)         | 5,192,515            |  |
| Assigned     | 5,771,183            | 153,162           | 5,924,345            |  |
| Unassigned   | 7,859,143            | 1,354,525         | 9,213,668            |  |
|              | <u>\$ 22,546,860</u> | <u>\$ 793,752</u> | <u>\$ 23,340,612</u> |  |

**File Attachments for Item:**

. Order 27, 614 - authorizing the execution of a contract of sale to acquire 425 Central Avenue in Cumberland, MD (Tax ID 22-016512) from Robyn Vandevander for the purchase price of \$7,500 as part of the Central Avenue Initiative

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

ORDER NO. 27,614

DATE: December 17, 2024

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

**THAT**, the execution of a contract of sale by and between the Mayor and City Council of Cumberland and Robyn Vandevander authorizing the purchase of the property at 425 Central Avenue in Cumberland, MD (Tax ID 22-016512) as part of the Central Avenue Initiative for the price of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) be and is hereby approved.

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**Raymond M. Morriss, Mayor**

Budget: 114.199AL.C\_Ave 61000

# Council Agenda Summary

**Meeting Date:** December 17, 2024

Key Staff Contact: Ken Tressler or Mark Gandolfi

**Item Title:**

Acquisition Tax ID 22-016512, Cumb Thruway PT Lots 297-298-299 425 (Central Ave Initiative)

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

An Order for the purchase of the property tax ID 22-016512 as a part of the Central Avenue project initiative for \$7,500. The property owner is Robyn Vandevander and she acquired the property in 2006 for \$4,500.

**Budget number: 114.199AL.C\_Ave 61000**

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

## **CONTRACT OF SALE**

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

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

Lots 297, 298, 299 of Cumberland Improvement Company's Eastern Addition and Eastern Addition Annex to Cumberland, Maryland, Cumberland, MD 21502, Allegany County Land Records Book 1319, Page 122, Tax Account No. 22-016512.

2. **Purchase Price.** The purchase price for the Property (the "Purchase Price") is Seven Thousand Five Hundred Dollars (\$7,500.00).

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

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

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

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

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

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

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

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

9. **Adjustments.** All general or special taxes, rents, ground rents, public, private or community water and/or sewer charges, including any deferred sewer and water tap fees, homeowners association charges and all other public, private or governmental charges or assessments, excluding liens which must be paid prior to deed recordation, which may exist, whether such have been levied or not, are to be adjusted and apportioned as of the date of settlement, and will be assumed and paid thereafter by Buyer. Notwithstanding the foregoing, Buyer shall abate the real estate taxes it is owed, it will assume responsibility for the payment of the real estate taxes due to Allegany County, and it will assume responsibility for the payment of the said City and County taxes after the settlement of the transaction which is the subject of this Contract is held.

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

Seller shall provide Buyer with a draft of the deed in advance of settlement for its review and approval if Seller elects not to have Buyer's legal counsel prepare the deed on his/her behalf.

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

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

**13. Notice of Disclosure or Disclaimer Statements; Lead-Based Paint.** Buyer is advised that under Maryland law (Real Property Article, Section 10-702), a purchaser is entitled to receive from a seller a written Residential Property Condition Disclosure Statement or a Written Residential Property Disclaimer Statement on forms provided by the Maryland Real Estate Commission. No such statements are provided with this Contract as, under Section 10-702(b)(2)(vi), this transaction is exempt from that law due to the fact that the Property will be demolished.

Similarly, the disclosures relative to lead-based paint hazards under the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. 4852d, are inapplicable because the Property is presently unoccupied and it is not intended to be occupied for residential purposes.

**14. Recordation & Transfer Taxes, Non-Resident Withholding Tax.**

**14.1. Recordation & Transfer Taxes.** All recordation taxes and fees and transfer taxes payable in connection with the sale of the Property shall be paid by Seller. Presently, the Court does not require that transfer taxes be paid on sales to government entity and that recordation tax be paid at the rate of \$1.75 per \$500.00 of the purchase price (one-half of the recordation tax for most transactions).

**14.2. Non-Resident Withholding Tax.** Non-resident withholding tax must be paid upon the recordation of deeds for sales of property from non-residents and non-resident entities to third parties. Seller must pay these taxes.

**15. Assignability.** This Contract may not be assigned without the written consent of Seller, said consent not to be unreasonably withheld.

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

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

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

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

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

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

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

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

24. **Signing by Electronic Means.** Each of the parties hereto expressly authorizes and agrees to sign electronically transmitted copies or counterparts of this Contract; provided, however, that signing by means of faxed documents is not permissible. Once the electronically transmitted signed copies or counterparts are executed by each of the parties hereto, they shall have the same binding effect as would a signed original Contract once delivered to the other party.

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

**WITNESS:**

**MAYOR AND CITY COUNCIL OF  
CUMBERLAND**

\_\_\_\_\_

By: \_\_\_\_\_  
Raymond M. Morriss, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Jeffery Vandevander

\_\_\_\_\_  
Date

**File Attachments for Item:**

. Order 27,615 - authorizing the execution of Change Order No. 1 with Civil & Environmental Consultants, Inc. for costs necessary to justify an FY26 grant to move forward with minor design work on the trails and parking lot for the River Park and North Branch Potomac Industrial Dam Removal project (City Project 2022-39-FPM), in an increased amount \$5,000, bringing the total project price not to exceed \$92,100 with the agreement that Allegany County will cover the additional cost to address this issue and will be billed by the City of Cumberland

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

**ORDER NO. 27,615**

**DATE: December 17, 2024**

**THAT**, the City Administrator be and is hereby authorized to execute Change Order No. 1 with Civil & Environmental Consultants, Inc., 120 Genesis Blvd., Bridgeport, WV 26330, for costs necessary to justify an FY26 grant to move forward with minor design work on the trails and parking lot in order to refine it for the funding source for the River Park and North Branch Potomac Industrial Dam Removal project (City Project 2022-39-FPM), in an increased amount of Five Thousand Dollars (\$5,000.00), bringing the total project price not to exceed Ninety Two Thousand One Hundred Dollars (\$92,100.00); and

**BE IT FUTHER ORDERED THAT**, Allegany County has agreed to cover the additional cost to address this issue and will be billed by the City of Cumberland.

---

**Raymond M. Morriss, Mayor**

|                                |                    |
|--------------------------------|--------------------|
|                                |                    |
| <b>Original Contract Price</b> | <b>\$87,100.00</b> |
| Change Order No. 1             | \$5,000.00         |
| <b>Total Price after CO 1</b>  | <b>\$92,100.00</b> |

Budget: 001.052.20100

# Council Agenda Summary

Meeting Date: 12/17/2024

Key Staff Contact: Robert Smith, P.E.

## *Item Title:*

Change Order #1 for River Park & North Branch Potomac Industrial Dam Removal, City Project 2022-39-FPM

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

Change Order #1 for the River Park & North Branch Potomac Industrial Dam Removal project in the amount of \$5,000.00. This additional cost is necessary in order to justify an FY26 grant to keep the trails portion of the project moving forward. This additional cost will be for Civil & Environmental Consultants, Inc. (CEC) to move forward with minor design work on the trails and parking lot in order to refine it for the funding source. Jeff Barclay from the County, has agreed to cover the additional \$5,000.00 to the project to address this issue.

The original M&CC Order 27,195, accepted CEC to generate a preliminary engineering report (PER) for the River Park project in the amount of \$87,100.00. With this change order, the cost will increase in the amount of \$5,000.00 to a new total of \$92,100.00.

The City will invoice the County for the \$5,000.00 portion as agreed upon.

*Amount of Award:* \$5,000.00

*Budget number:* 001.052.20100

*Grant, bond, etc. reference:* City Funds



Derrick Grimm &lt;derrick.grimm@cumberlandmd.gov&gt;

## Change Order to CEC for River Park Project

2 messages

**Robert Smith** <robert.smith@cumberlandmd.gov>

Wed, Nov 27, 2024 at 1:14 PM

To: Jeff Silka &lt;jeff.silka@cumberlandmd.gov&gt;

Cc: Allison Layton &lt;allison.layton@cumberlandmd.gov&gt;, Mark Gandolfi &lt;mark.gandolfi@cumberlandmd.gov&gt;, Ken Tressler &lt;ken.tressler@cumberlandmd.gov&gt;, Derrick Grimm &lt;derrick.grimm@cumberlandmd.gov&gt;

Jeff - The MD Capital Budget department has requested information from Dee Dee Ritchie for the River Park to justify an FY26 grant to keep the trails portion of the project moving forward. She'll need CEC to perform some minor design work on the trails and parking lot to refine the design a bit to allocate funds to the project. This is out of scope work under the contract the City has with CEC which the county paid 2/3 of the contract. The cost of the work is \$5,000. She needs this work to occur b/c she's nearing the expiration date on that grant and needs to show movement towards a construction contract.

Per the attached email, Jeff Barclay has agreed to the County covering the additional \$5,000 to the project to address this issue. If acceptable, I'll advise CEC to begin work and I'll amend the M&CC order on the 12/17 agenda. I'll have Jeff send the \$5,000 to Finance.

Let me know if there are any issues.

Thanks.

**Robert Smith, P.E.**

Director of Engineering and Utilities

City of Cumberland

57 N. Liberty Street

Cumberland, MD 21502

Office 301-759-6600

Direct 301-759-6601

Cell 301-268-1180

FAX 301-759-6608

email: [robert.smith@cumberlandmd.gov](mailto:robert.smith@cumberlandmd.gov)

----- Forwarded message -----

From: Jeffrey Barclay &lt;jbarclay@alleganygov.org&gt;

To: Robert Smith &lt;robert.smith@cumberlandmd.gov&gt;

Cc: "Dee Dee Ritchie (deidra.ritchie@maryland.gov)" &lt;deidra.ritchie@maryland.gov&gt;, Ashli Workman &lt;aworkman@alleganygov.org&gt;

Bcc:

Date: Wed, 27 Nov 2024 12:24:35 -0500

Subject: River Park PER

Bobby,

I just had a conversation with Dee Dee about funding for Jim Christie to get us some needed engineering numbers.

I will authorize an additional \$5,000 from the County towards this effort. Please feel free to modify the contract to reflect this change.

Jeff



**JEFFREY BARCLAY**

Director of Economic and Community Development

o: 301-876-9553

t: 301-777-5967

Allegany County Complex  
701 Kelly Road  
Cumberland, Maryland 21502  
[www.alleganygov.org](http://www.alleganygov.org)

---

 **River Park PER.eml**  
51K

---

**Jeff Silka** <jeff.silka@cumberlandmd.gov>

Wed, Nov 27, 2024 at 2:20 PM

To: Robert Smith <robert.smith@cumberlandmd.gov>

Cc: Allison Layton <allison.layton@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>, Derrik Grimm <derrik.grimm@cumberlandmd.gov>

That's fine

Sent from my iPhone

On Nov 27, 2024, at 1:14 PM, Robert Smith <[robert.smith@cumberlandmd.gov](mailto:robert.smith@cumberlandmd.gov)> wrote:

[Quoted text hidden]

<River Park PER.eml>

**File Attachments for Item:**

. Order 27, 616 - authorizing new parking rates for the parking spaces on Baltimore Street, effective 30 days after passage of this Order

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

**ORDER NO. 27,616**

**DATE: December 17, 2024**

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

**THAT**, effective thirty (30) days after passage of this Order, parking fees shall be as follows:

- All parking spaces on Baltimore Street shall be included in a single Park Mobile Zone and limited to two (2) hour parking with time reset gap of thirty (30) minutes between two (2) hour cycles.
- The Baltimore Street Park Mobile Zone shall be \$2.00 / hour with a two (2) hour maximum.
- All free times zones within the City shall be subject to enforcement.
- Parking rules and regulations shall be enforced equally in all areas of the City.

---

**Raymond M. Morriss, Mayor**

- All parking spaces on Baltimore Street shall be included in a single Park Mobile Zone and limited to two (2) hour parking with time reset gap of thirty (30) minutes between two (2) hour cycles.
- The Baltimore Street Park Mobile Zone shall be \$2.00 / hour with a two (2) hour maximum.
- All free times zones within the City shall be subject to enforcement.
- Parking rules and regulations shall be enforced equally in all areas of the City.

These rates shall take effect ninety (30) days after passage.

**File Attachments for Item:**

. Order 27,617 - authorizing the execution of a Parking Lease Agreement with the State of Maryland (for use by DLLR and SDAT) for the use of 47 spaces in the George Street Parking Garage at a cost of \$60/space per month for a three-year term commencing May 1, 2025 and ending April 30, 2028

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

ORDER NO. 27,617

DATE: December 17, 2024

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

**THAT**, the Mayor be and is hereby authorized to execute a Parking Lease Agreement by and between the Mayor and City Council of Cumberland and the State of Maryland, to the use of the Department of Labor, Licensing and Regulation (DLLR) and the Department of Assessments and Taxation (SDAT), for the use of forty-seven (47) parking spaces in the George Street Garage at a rate of \$60.00 per space; and

**BE IT FURTHER ORDERED**, that the term of the agreement shall be for three (3) years commencing May 1, 2025.

---

**Raymond M. Morriss, Mayor**

Number of Spaces:

DLLR – 40

SDAT - 7

**PARKING LEASE TERMS SHEET  
(FORM DGS-680-3D)  
(Revised January 2014)**

This Parking Lease Agreement (“Parking Lease” or “Agreement”), is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between, **The Mayor and City Council of Cumberland**, hereinafter called “Lessor,” and the **State of Maryland, to the use of the Department of Labor, Licensing and Regulation and the Department of Assessment and Taxation**, hereinafter collectively called “Lessee.”

**LESSOR**

**LESSEE**

|                                                     |                               |                                                                    |                            |
|-----------------------------------------------------|-------------------------------|--------------------------------------------------------------------|----------------------------|
| Name: Mayor and City Council of Cumberland          |                               | Department / Agency: Department of Labor, Licensing and Regulation |                            |
| Address: 57 N. Liberty Street, Cumberland, MD 21502 |                               | Address: 1100 N. Eutaw Street, Baltimore, MD 21201                 |                            |
| E-mail:                                             | Lisa.Terrell@cumberlandmd.gov | E-mail:                                                            | Lashae.Church@maryland.gov |
| FIN:                                                | 52-6000786                    |                                                                    |                            |
| Contact:                                            | Lisa Terrell                  | Contact:                                                           | Lashae Church              |
| Phone:                                              | 301-759-6405                  | Phone:                                                             | 410-767-2303               |
| Fax:                                                | N/A                           | Fax:                                                               | N/A                        |
|                                                     |                               |                                                                    |                            |

**LESSOR**

**LESSEE**

|                                                     |                               |                                                              |                                                                    |
|-----------------------------------------------------|-------------------------------|--------------------------------------------------------------|--------------------------------------------------------------------|
| Name: Mayor and City Council of Cumberland          |                               | Department / Agency: Department of Assessments and Taxation  |                                                                    |
| Address: 57 N. Liberty Street, Cumberland, MD 21502 |                               | Address: 300 W. Preston Street, Room 605, Baltimore, MD21201 |                                                                    |
| E-mail:                                             | Lisa.Terrell@cumberlandmd.gov | E-mail:                                                      | <a href="mailto:Tara.Gray@maryland.gov">Tara.Gray@maryland.gov</a> |
| FIN:                                                | 52-6000786                    |                                                              |                                                                    |
| Contact:                                            | Lisa Terrell                  | Contact:                                                     | Tara Gray                                                          |
| Phone:                                              | 301-759-6405                  | Phone:                                                       | 410-767-1194                                                       |
| Fax:                                                | N/A                           | Fax:                                                         | N/A                                                                |
|                                                     |                               |                                                              |                                                                    |

1. Parking Leased Premises and Rent. Lessor leases unto Lessee for the use of Lessee’s personnel, representatives, visitors and associated vehicles, Forty-Seven (47) parking spaces, with the right to use in common with all other parking common spaces, including but not limited to ways of ingress and egress and access points (hereinafter collectively referred to as the “Parking Leased Premises”), in the parking garage located at 101 S. George Street, Cumberland, MD 21502, and as more particularly described as follows:

|                                                                                       | VIP Reserved Spaces | Reserved Spaces | Use in Common Spaces  |
|---------------------------------------------------------------------------------------|---------------------|-----------------|-----------------------|
| Number of Spaces                                                                      | 0                   | 0               | 40 – DLLR 7-DAT       |
| Location of Spaces                                                                    |                     | 0               | 101 S. George Street  |
| Availability of Spaces                                                                | 0                   | 0               | Monday-Friday 7am-7pm |
| Rate per Space (monthly)                                                              | 0                   | 0               | \$60.00               |
| Notes: The monthly rate for the Lease Years (defined hereafter) is \$60.00 per space. |                     |                 |                       |

2. Term. The term of the Parking Lease is three (3) years (each a “Lease Year”), commencing on May 1, 2025 and ending at the end of the day April 30, 2028. The following is the original term (the “**Original Term**” and any renewal terms (each, a “**Renewal Term**”) exercisable by the Lessee:

|                         |                                                                                     |
|-------------------------|-------------------------------------------------------------------------------------|
| Original Term:          | Three (3) years                                                                     |
| Number of Renewal Terms | One (1); upon terms to be negotiated and subject to Board of Public Works Approval. |
| Length of Each Renewal  | Three (3) years                                                                     |

3. Rent. The Rent due from Lessee to Lessor for the Parking Lease Premises as described in Section 1 above shall be for Thirty-Three Thousand Eight Hundred Forty Dollars and Zero Cents (\$33,840.00) per annum, payable in advanced of equal monthly installments of Two Thousand Eight Hundred Twenty Dollars and Zero Cents (\$2,820.00).

4. This Parking Lease specifically incorporates (a) the Standard State of Maryland Parking Lease General Terms and Conditions dated July 2019, attached hereto and made a part hereof as Addendum A, and (b) Regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) as of the Effective Date of this Parking Lease.

5. This Parking Lease shall only be effective and binding upon the State of Maryland with full execution by the parties and approval by the Maryland Board of Public Works (“Effective Date”). Lessor has no right to institute any action or proceedings to compel the State of Maryland to present this Parking Lease to the Board of Public Works or to compel the Board of Public Works to approve this Parking Lease. In the event this Parking Lease is not fully executed or approved by the State, Lessor’s only remedy shall be to declare this Parking Lease null and void.

6. This Agreement may be executed in one or more or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The signature of a party transmitted electronically shall constitute and have the same force and effect as the original signature of the party.

**[Signature page Follows]**

**IN WITNESS WHEREOF**, the parties hereto, for themselves and their successors and assigns, have caused this Parking Lease Agreement to be executed by their duly authorized representatives, the day and year first above written.

WITNESS:

LESSOR: **Mayor and City Council of Cumberland**

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Raymond M. Morris, Mayor

WITNESS:

LESSEE:

**STATE OF MARYLAND, TO THE USE OF THE  
Department of Labor, Licensing and Regulation**

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Portia Wu, Secretary

WITNESS:

LESSEE:

**STATE OF MARYLAND, TO THE USE OF THE  
Department of Assessment and Taxation**

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Michael Higgs, Director

Execution of the above Parking Lease Agreement was authorized and approved by the Board of Public Works at a meeting held on \_\_\_\_\_ as DGS Action Agenda Item \_\_\_\_\_ -LT.

\_\_\_\_\_  
Department of General Services  
Office of Real Estate

This Parking Lease Agreement has been reviewed for form and legal sufficiency and approved by the Office of the Attorney General on \_\_\_\_\_ by \_\_\_\_\_, Assistant Attorney General on \_\_\_\_\_, 2024.

\_\_\_\_\_  
Department of General Services  
Assistant Attorney General

**ADDENDUM A**  
**STANDARD STATE OF MARYLAND**  
**PARKING LEASE GENERAL TERMS AND CONDITIONS**  
**(FORM DGS-680-3D-1)**  
**(Revised July 2019)**

1. Rent Invoices. Lessee will not automatically pay the rent; Lessor must send a bill for each monthly payment to each State Unit (hereinafter referred to as "Unit(s)") listed in this Parking Lease for the amounts set forth in this Parking Lease.
2. Rent Payments. Except as otherwise provided in this Lease, the Rent shall be payable by check or electronic wire in accordance State payment systems at the office of Lessor during normal business hours and shall be due and payable on the first day of the month.
3. Form and content of Invoices. All invoices shall be made out to Lessee and must contain the following information: state "Invoice" on the bill; reference the Board of Public Works item number and agenda date indicated at the end of this Parking Lease; indicate that the invoice is billing for "Rent"; state Lessor's Federal Employer Identification Number; and additional information as may be specifically required elsewhere in this Parking Lease. [State of Maryland State Finance and Procurement Article (SF) 15-102]
4. Payments by the State. Payments to Lessor pursuant to this Parking Lease shall be made no later than 30 days after Lessee's receipt of a proper invoice from Lessor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited. [COMAR 21.07.01.18; SF 15-103, 104]
5. Interest on Late Payments. Except for rent or other expenses submitted for payment pursuant to this Parking Lease, the Lessor hereby agrees that, notwithstanding the provisions of State Finance and Procurement Article of the Annotated Code of Maryland, Title 15, Subtitle 1, interest on any payments due under this Parking Lease shall not be payable unless such payments remain unpaid for more than 45 days after receipt of a proper invoice and such payments shall accrue interest from the 31st day after receipt of a proper invoice. [SF 15-104]
6. Use of Spaces by Lessee. Lessee will allocate the use of the Parking Leased Premises to the Units identified in the Parking Lease Terms Sheet.
7. Use of Spaces by Other Units. Use of a parking space included in the Parking Lease by a Unit of the State other than the Units designated in the Parking Lease shall not constitute an assignment or a subletting and may be done at the discretion of Lessee.
8. Assignment by Lessee. Lessee may assign any or all of the parking spaces included in the Parking Leased Premises upon written consent of Lessor, whose consent shall not be unreasonably withheld, conditioned or delayed.

9. Maintenance of Parking Leased Premises. Lessor shall maintain the Parking Leased Premises in reasonably good condition and provide for snow removal or plowing during the winter months.

10. Availability of Parking Leased Premises. Lessor guarantees that there will be made available for Lessee's use as provided in the Parking Lease, on the days and between the hours specified in the Parking Lease, the parking spaces described in the Parking Lease Terms Sheet.

11. Lessor Liability for Damage. Lessor shall not be responsible for the loss of or damage to the vehicles or to articles of personal property left in vehicles using the Parking Leased Premises other than loss or damage caused by the negligence or intentional act or omission of Lessor, its employees or agents.

12. Vehicle Identification. Lessor will issue identification in a form to be agreed to by Lessor and Lessee, which may be in the form of an electronic mechanism, for controlling access to and departure from the Parking Leased Premises. Lessor shall assure that only authorized vehicles assigned by Lessee are parked in the Parking Leased Premises.

13. Payment of Taxes. Lessee exercises its right of not paying local taxes and Lessor (the owner of the property subject to this Parking Lease) agrees to claim this exemption with respect to parking spaces leased to Lessee.

14. Damage to Parking Leased Premises - Casualty. If the Parking Leased Premises or related structures are damaged by fire or other casualty (the "Casualty") during the Term, Lessor, at its expense, shall restore the Parking Leased Premises with reasonable promptness but in no event later than 60 calendar days after the date of the Casualty to substantially the same condition of the Parking Leased Premises immediately before such Casualty, and may temporarily enter and possess any or all of the Parking Leased Premises for such purpose. The times for commencement and completion of any such restoration shall be extended for a period not to exceed 60 calendar days if any delays are caused by an event or circumstance beyond Lessor's reasonable control. If such restoration is not accomplished within the 60 calendar day period and any extension period, Lessee may terminate this Parking Lease by giving Notice to Lessor within 30 days after the expiration of such period or extension. If such Notice is given, the rights and obligations of the parties shall cease as of the date of the Casualty and the Rent shall be adjusted as of the date of the Casualty.

15. Rent Abatement. As long as Lessee is prohibited from the use of any or all of the Parking Leased Premises on account of such Casualty, the Rent and any other obligations of the Lessee shall be abated in proportion to the usable area of the Parking Leased Premises that are rendered substantially unfit for use or occupancy by such Casualty, unless, in Lessee's sole judgment, such Casualty renders the undamaged part of the Parking Leased Premises materially unsuitable for use or occupancy by Lessee for the uses contemplated by this Parking Lease, in which event the Rent shall be abated entirely during such period of non-use or non-occupancy.

16. Destruction/Damage to the Building. Anything in this Section to the contrary notwithstanding, if it is determined by either party that the Parking Leased Premises or

associated improvements is so damaged by Casualty that either the Parking Leased Premises or (whether or not the Parking Leased Premises are damaged) the associated improvements is rendered substantially unfit for use or occupancy and the Lessor will be unable to restore the Parking Leased Premises or associated improvements within 90 days after such Casualty, then either party may elect to terminate this Parking Lease as of the date of the Casualty by giving Notice thereof to the other party within 30 days after such Casualty. If such Notice is given, the rights and obligations of the parties shall cease as of the date of the Casualty and the Rent shall be adjusted as of the Casualty.

17. Lessor's Responsibility for Repairs. All repairs to the Parking Leased Premises including repairs to all associated improvements, no matter how caused are to be made and paid for by the Lessor.

18. Lessee's Responsibility for Repairs. The Lessee shall only be responsible for the financial reimbursement to the Lessor of the actual costs for repairs made by the Lessor or its agent to the Parking Leased Premises caused by the gross negligence of the Lessee, its agents, employees or invitees. Lessor shall provide to the Lessee copies of the actual invoices for work caused by the gross negligence of the Lessee, its agents, employees or invitees. Notwithstanding anything to the contrary, Lessee's liability for the reimbursement of said costs shall be contingent upon Lessor obtaining written consent for reimbursement and approval of costs from Department of General Services Office of Real Estate (DGS) prior to the commencement of any work.

19. Failure to Repair. In the event the Lessor fails to a) replace promptly any broken item; b) make necessary repairs; or c) maintain the Parking Leased Premises and associated improvements as herein provided for, the Lessee is herewith empowered and authorized, but not obligated to, after written notice has been given the Lessor, to make all necessary repairs or perform the required maintenance, charging the Lessor for the making of such repairs or performing said maintenance and deducting the cost thereof from any subsequent payment or payments of Rent due under the terms of the Parking Lease or by such other legal process it might elect. In the event Lessor fails to repair or perform maintenance and Lessee elects not to repair or perform the maintenance, DGS, on behalf of the Lessee, shall have the right to withhold (abate) payment of Rent until such time as Lessor completes said repairs or maintenance in a manner satisfactory to DGS Office of Real Estate.

20. Expiration of Parking Lease Term. This Parking Lease shall cease and terminate at the end of the term, or any renewal term, without the necessity of any further notice from either Lessor or Lessee to terminate the same and the continued occupancy of the Parking Leased Premises by Lessee after the expiration of said term shall not operate to renew this Parking Lease for said term or any part thereof or render Lessee liable for double rent. Notwithstanding the foregoing the Lessee reserves the absolute right to extend for a period not to exceed six (6) months. In the event of an extension by the Lessee, the Lessee shall be and remain liable to the Lessor for rent for the Parking Leased Premises for the time the same are actually occupied by the Lessee, said rent to be at the monthly rate required of Lessee during the immediate preceding term prior to the beginning of the extension period; but nothing herein shall confer upon the Lessee any right to remain on the Parking Leased Premises beyond six (6) months after termination, except with the consent of the Lessor.

21. Termination for Default. If the Lessor fails to fulfill its obligation under this Parking Lease properly and on time, or otherwise violates any provision of the Parking Lease, the Lessee may terminate the Parking Lease by written notice to the Lessor. The notice shall specify the acts or omissions relied upon as cause for termination. The Lessee shall pay the Lessor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Lessor's breach. If the damages are more than the compensation payable to the Lessor, the Lessor will remain liable after termination and the Lessee can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the applicable provisions of COMAR 21.07.01.11B.

22. Cure Period. Unless another remedy or cure period is specifically provided elsewhere herein, the remedies in this provision shall apply. In the event that Lessor defaults in any obligation hereunder, Lessor shall have 10 business days from the date of receipt of the written notice to cure the same (provided, however, that such 10-business day period shall be extended as reasonably required if the cure requires in excess of 10 business days and Lessor is diligently pursuing the same). There shall be no cure period if, in the reasonable discretion of the Lessee, the default threatens the health, safety, or welfare of Lessee's employees, guest, and/or invitees. If Lessor fails to cure the default within the applicable specified period, Lessee may expend such sums as are necessary to cure the default and Lessor shall be liable to Lessee for same. Written notice to cure may be done by electronic mail.

23. Termination for Convenience. This Parking Lease may be terminated by Lessee in accordance with this clause, in whole, or from time to time in part, whenever Lessee shall determine that such termination is in the best interest of Lessee. Lessee will pay all reasonable costs associated with this Parking Lease that Lessor has incurred up to the date of termination and all reasonable costs associated with this Parking Lease termination of the Parking Lease. However, Lessor shall not be reimbursed for any anticipatory rentals, expense, or profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the applicable provisions of COMAR 21.07.01.12A(2).

24. Multi-Year Parking Leases Contingent Upon Appropriations – Termination for Nonappropriation. Multi-year Parking Leases are contingent upon appropriations. If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Parking Lease succeeding the first fiscal period, this Parking Lease shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either Lessee's rights or Lessor's rights under any termination clause in this Parking Lease. The effect of termination of the Parking Lease hereunder will be to discharge both Lessor and Lessee from future performance of the Parking Lease, but not from their rights and obligations existing at the time of termination. Lessor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Parking Lease. Lessee shall notify Lessor as soon as it has knowledge that funds may not be available for the continuation of

this Parking Lease for each succeeding fiscal period beyond the first. COMAR 21.07.01.10; SF 13-217 (d), (e)]

25. Condition Upon Termination. Lessee will, at the expiration or sooner termination of the Term, deliver up the Parking Leased Premises in the same condition they were in at the beginning of the tenancy, reasonable wear and tear, and such damage as cannot be attributed to the carelessness or neglect of the Lessee, its employees, agents or invitees excepted.

26. Suspension of Performance. The Procurement Officer unilaterally may order Lessor in writing to suspend, delay or interrupt all or any part of the performance required by this Parking Lease for such period of time as the Procurement Officer may determine to be appropriate for the convenience of Lessee.

27. Waiver of Rights. The waiver at any time by Lessor or Lessee of any covenant or condition of the Parking Lease shall extend to the particular case only, for the particular time and in the particular manner specified, and such waiver shall not be construed or understood as waiving any further or other covenants, conditions, or rights.

28. Accessibility and Safety. Lessor guarantees that the Parking Leased Premises comply in all respects with:

- A. The Americans with Disabilities Act of 1990 (42 United States Code, §§ 12101 et seq.); and
- B. The Occupational Safety and Health Standards of the State and the United States, including but not limited to standards relating to the presence of friable asbestos and other hazardous materials or chemicals.

29. Time is of the Essence. Time is of the essence and occupancy on the date specified in this Parking Lease is the essence of this Parking Lease to Lessee. If, due to its own fault or negligence, Lessor does not have the Parking Leased Premises available for use by Lessee on the date specified in this Agreement, Lessor agrees to pay damages to Lessee in an amount equal to the Rent for the Parking Leased Premises during the period that the Parking Leased Premises are unavailable to the Lessee, and in addition the Rent due from Lessee and any other obligations to be performed by Lessee shall be abated until occupancy.

30. Delays. Lessor agrees to prosecute performance of this Parking Lease continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the performance specified in this Parking Lease.

31. Extensions of Time Due to Delays. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of Lessor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Lessor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes,

freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either Lessor or the subcontractors or suppliers.

32. Nonhiring of State Officials and Employees. No official or employee of the State of Maryland, as defined under General Provisions Article § 5-101, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Parking Lease, shall during the pendency and term of this Parking Lease and while serving as an official or employee of the State become or be an employee of the contractor or any entity that is a subcontractor on this Parking Lease.

33. Maryland Law Prevails. The provisions of this Parking Lease shall be governed by the laws of the State of Maryland and the parties hereby expressly agree that the courts of the State of Maryland shall have jurisdiction to decide any question arising hereunder.

34. Nondiscrimination. Lessor agrees:

- A. Not to discriminate in any manner against any employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test;
- B. To include a provision similar to that contained in subsection A, above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and
- C. To post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.  
[COMAR 21.07.01.08; SF 13-219]

35. Preexisting Regulations. In accordance with the provisions of § 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the applicable regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Parking Lease are applicable to this Parking Lease. [COMAR 21.07.01.17; SF 13-218(c); SF 11-206]

36. Compliance with State Recycling Plan. The Lessor understands that the Parking Lease is subject to the provisions of Section 9-1706 of the Environment Article, Annotated Code of Maryland (Recycling Plan for State Government). Lessor shall ensure and facilitate the Lessee's participation in applicable State recycling plans and shall collect and properly recycle recyclable materials. Lessor warrants that it has sufficient recyclable materials collection and /or transfer room(s), facility(ies), and/or equipment ("Lessor's Recycling Facilities") to ensure Lessee's compliance with Section 9-1706 and proper recycling of collected recyclable materials.

37. Retention of Records. Lessor shall retain and maintain all records and documents relating to this Parking Lease for three years after final payment by Lessee hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State of Maryland, including the Procurement Officer or designee, at all reasonable times.

38. Lessor Representations and Warranties. Lessor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or Unit thereof, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Parking Lease.
- C. It shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Parking Lease; and
- D. It shall obtain at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Parking Lease.

39. Commercial Nondiscrimination.

- A. As a condition of entering into this Agreement, Lessor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Lessor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information, or an individual's refusal to submit to a genetic test or make available the results of a genetic test, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Lessor retaliate against any person for reporting instances of such discrimination. Lessor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Lessor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Lessor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.  
[COMAR 21.07.01.26 (A)]

- B. As a condition of entering into this Agreement, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Lessor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Lessor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Lessor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Lessor on each subcontract or supply contract. Lessor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Lessor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions. [COMAR 21.07.01.26 (B)]

40. Lessor's Transfer of the Property. In the event of any transfer of the Property where the Parking Leased Premises is located, the assignment of this Lease shall only be effective if the newly designated owner of the Property (the "New Owner") shall: (a) be qualified to do business in the State of Maryland, (b) be permitted to do business with the State, and not subject to debarment, (c) provide copies of the deed transferring the Property to the New Owner to ORE within ten (10) days of said transfer and/or assignment, (d) record the deed transferring the Property to the New Owner within thirty (30) days of the New Owner's acquisition of title, and (e) request in writing to enter into a Supplemental Lease with Lessee, including execution of the standard State lease affidavit, amending the Lessor information within sixty (60) days of acquisition of the Property. In the event that the New Owner of the Property is not qualified to do business in the State of Maryland, or if the New Owner fails in its other obligations under this Section, the State of Maryland, in its unfettered discretion, shall have the right to terminate the Lease upon written notice to the New Owner.

41. Complete Agreement. This Parking Lease contains, in writing, the full and complete understanding of the parties and the parties stipulate that there are no oral terms of this Parking Lease.

42. Amendment. This Parking Lease may be amended, but only in writing, signed and executed with all formalities and signatures with which this Parking Lease is signed and executed.

43. Quiet Enjoyment. The Lessor covenants that it has full right, power and authority to enter into the Parking Lease and Lessor agrees to permit the Lessee quiet enjoyment of possession of the premises for the use stated herein during the Term and any extension herein of the Parking Lease, or for so long as Lessee shall not be in default hereunder, without hindrance, ejection or molestation by any person lawfully claiming by, through or under the Lessor.

44. Attornment. If any proceedings are commenced for the foreclosure of any mortgage or deed of trust encumbering the Building, Land or the Property of which the Parking Leased Premises

are a part, or if Lessor sells, assigns or conveys all or a portion of the Property, Lessee may consider but shall not be obligated to attorn to the purchaser. The Lessee retains the right and shall be entitled to negotiate any benefits associated with the attornment of its rights and interests.

45. Subordination. Upon the request of the Lessor, the Lessee may consider but shall not be obligated to subordinate its rights hereunder to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, in force against the Land, Building, or Property at the time of the request of which the Parking Leased Premises are a part. The Lessee retains the right and shall be entitled to negotiate any benefits associated with the subordination of its rights and interests.

46. Estoppel Certificates. Lessee agrees at any time and from time to time in a format approved by the State, upon not less than fifteen (15) days prior notice by Lessor to execute, acknowledge and deliver to Lessor a statement in writing representing, among other matters, that this Parking Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which the Rent and other charges have been paid in advance, if any, and stating whether or not, to the best knowledge of the signer of such a statement, Lessor is in default in performance of any covenant, agreement or condition contained in this Parking Lease and, if so, specify each such default of which the signer may have knowledge, it being intended that any such statement delivered hereunder may be relied upon by any third party not a party to this Parking Lease. The foregoing notwithstanding, Lessee shall not be estopped from asserting its rights and remedies regarding any default existing on or before the date hereof which Lessee did not have actual knowledge on the date of execution thereof.

47. Execution and Effectiveness. This Parking Lease shall only be effective and binding upon the State with full execution by the parties and approval by the Maryland Board of Public Works. Lessor has no right to institute any action or proceedings to compel the State to present this Parking Lease to the Board of Public Works or to compel the Board of Public Works to approve this Parking Lease. In the event this Parking Lease is not fully executed or approved by the State, Lessor's only remedy shall be to declare this Parking Lease null and void.

48. Conflict. In the event of any conflict between this Standard Parking Lease Form DGS-680-3D and any other document attached hereto, incorporated by reference, or otherwise made part of this Parking Lease, the provisions of this Standard Parking Lease Form DGS-680-3D shall prevail.

**[Rest of page intentionally left blank]**

**Attachment A**  
**Affidavit**  
**(Authorized Representative and Affiant)**  
**(Revised 1/9/19)**

A. Authority

I HEREBY AFFIRM THAT:

I, (print name) \_\_\_\_\_, possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. “Discrimination” also includes retaliating against any person or other entity for

reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

#### B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

#### B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

(1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;

(2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;

(3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or

(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)-(5) of this regulation.

#### C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

##### I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)-(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;

(9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:

- (a) § 7201, Attempt to Evade or Defeat Tax;
- (b) § 7203, Willful Failure to File Return, Supply Information, or Pay Tax,
- (c) § 7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
- (d) § 7206, Fraud and False Statements, or
- (e) § 7207 Fraudulent Returns, Statements, or Other Documents;

(10) Been convicted of a violation of 18 U.S.C. § 286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. § 287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. § 371, Conspiracy to Defraud the United States;

(11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

- (a) A court:
  - (i) Made the finding; and
  - (ii) Decision became final; or
- (b) The finding was:
  - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
  - (ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

- (a) A court:
  - (i) Made the finding; and
  - (ii) Decision became final; or

(b) The finding was:

- (i) Made in a contested case under the Maryland Administrative Procedure Act; and
- (ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

- (i) Made the finding; and
- (ii) Decision became final; or

(b) The finding was:

- (i) Made in a contested case under the Maryland Administrative Procedure Act; and
- (ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)-(14) of this regulation, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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#### E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity,

except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

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#### F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

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#### G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

#### H. AFFIRMATION REGARDING COLLUSION

##### I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

#### I. CERTIFICATION OF TAX PAYMENT

##### I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

#### J. CONTINGENT FEES

##### I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

#### K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, § 17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, § 17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, § 17-702, Annotated Code of Maryland.

(2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: \_\_\_\_\_

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, § 14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR § 260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with

respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

#### O. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

- (1) Corporation - \_\_\_\_ domestic or \_\_\_\_ foreign;
- (2) Limited Liability Company - \_\_\_\_ domestic or \_\_\_\_ foreign;
- (3) Partnership - \_\_\_\_ domestic or \_\_\_\_ foreign;
- (4) Statutory Trust - \_\_\_\_ domestic or \_\_\_\_ foreign;
- (5) \_\_\_\_ Sole Proprietorship

and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) \_\_\_\_\_ in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number: \_\_\_\_\_

Address: \_\_\_\_\_.

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: \_\_\_\_\_;

Address: \_\_\_\_\_.

#### P. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, § 13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

Q. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

R. DRUG AND ALCOHOL FREE WORKPLACE

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business's policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), of this regulation;

(h) Notify its employees in the statement required by §E(2)(b), of this regulation, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)-(j), of this regulation.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), of this regulation, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_

\_\_\_\_\_

(printed name of Authorized Representative and affiant)

By: \_\_\_\_\_

(signature of Authorized Representative and affiant)

**File Attachments for Item:**

. Order 27,618 - accepting the proposal from Ochoa Urban Collaborative for the development of the Community Development Block Grant program Five Year Consolidated Plan document and two other plan documents required by the U.S. Department of Housing and Urban Development in the not to exceed amount of \$59,685

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

ORDER NO. 27,618

DATE: December 17, 2024

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

THAT, the proposal from Ochoa Urban Collaborative, 5329 Willard Avenue, Chevy Chase, MD, 20815, for the development of the Community Development Block Grant program Five Year Consolidated Plan document and two other plan documents required by the U.S. Department of Housing and Urban Development, be and is hereby approved in the not to exceed amount of Fifty Nine Thousand Six Hundred Eighty Five Dollars and No Cents (\$59,685.00).

---

**Raymond M. Morriss, Mayor**

Budget: 001.080.20100

# Council Agenda Summary

Meeting Date: December 17, 2025

Key Staff Contact: Lee Borrer, Community Development

## *Item Title:*

*City of Cumberland Consolidated Plan and Updates to the Analysis of Impediments to Fair Housing and Community Development Block Grant Citizen Participation Plan*

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

*Approval of accept the Proposal from Ochoa Urban Collaborative for development of the Community Development Block Grant program Five Year Consolidated Plan document and two other plan documents required by the U.S. Department of Housing and Urban Development in order to continue to acquire federal funds annually averaging around \$750,000 which provides awards to non-profit sub recipients to provide services to extremely low to moderate income city residents, public facility and infrastructure improvements. \$59,685 budgeted within the general fund for this year. The development of the plan will begin in January 2025 and extend to June 2025.*

*Amount of Award: \$59,685*

*Budget number:*

*Grant, bond, etc. reference: city general fund*

# Contract

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## **CITY OF CUMBERLAND CONSOLIDATED PLAN, UPDATE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE AND UPDATE CITIZEN PARTICIPATION PLAN**

**THIS CONTRACT**, made this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, by and

between the **MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND**, a

municipal corporation of the State of Maryland, party of the first part, and \_\_\_\_\_

\_\_\_\_\_  
A (Corporation) (Firm) (Individual) (Incorporated) (Not Incorporated) under the laws of

**ADDRESS** \_\_\_\_\_

its, his or their heirs, executors, administrators, successors or assigns, party of the second part, hereinafter called the "Contractor".

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

**IN WITNESS, WHEREOF**, the parties to these presents have hereunto caused these presents to be executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**MAYOR AND CITY COUNCIL OF CUMBERLAND**

**BY:**

\_\_\_\_\_  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**ATTEST:**

\_\_\_\_\_  
**SECRETARY**

\_\_\_\_\_  
**CONTRACTOR**

**Trading As:**

\_\_\_\_\_  
**CONTRACTOR**

**APPROVED FOR EXECUTION:**

\_\_\_\_\_  
**CITY ADMINISTRATOR**

# Project Proposal

## CITY OF CUMBERLAND CONSOLIDATED PLAN AND UPDATES TO THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE AND CUMBERLAND CITIZEN PARTICIPATION PLAN



November 26th,

# 2024

Contact:

**Manuel T. Ochoa, AICP**

+202-413-6910

[www.ochoaurbancollaborative.com](http://www.ochoaurbancollaborative.com)

[mochoa@ochoaurbancollaborative.com](mailto:mochoa@ochoaurbancollaborative.com)



Raymond M. Morriss, Mayor  
Councilmembers Cioni, Frazier, Marchini & Furstenberg  
City of Cumberland  
57 North Liberty Street  
Cumberland, MD 21502

November 26, 2024

Dear Mayor Morriss & Councilmembers:

Ochoa Urban Collaborative (OUC) is pleased to present a proposal for \$59,685 (official bid form enclosed) to deliver the City of Cumberland's **2025-2029 HUD Consolidated Plan, an updated Analysis of Impediments to Fair Housing Choice (AI), and a Citizen Participation Plan (CPP)**. Ochoa Urban Collaborative is partnering with Partners for Economic Solutions. Enclosed you will find a proposed scope, workplan, timeframe, and budget as well as qualifications, resumes and required forms.

OUC will serve as the prime contractor with PES as the subcontractor primarily for housing analysis and data collection. Leveraging the firms' extensive experience in HUD programs – housing, community development, and fair housing, this team will provide actionable and equity-focused plans to guide the investment of CDBG funds in Cumberland's future development.

Ochoa Urban Collaborative and Partners for Economic Solutions have over 100 years of combined experience in housing, community, and economic development. OUC, founded in 2019, specializes in planning, community, and economic development with an equity lens. PES, established in 2008, focuses on market-driven analysis and urban economic consulting. Together, these firms bring decades of experience, having collaborated on similar projects across the U.S., including fair housing assessments, housing strategies, and HUD plans. OUC and Partners for Economic Solutions have collaborated on several projects including an *Evaluation of Glenmont's Small & Informal Business Economy* for Montgomery County Planning and a housing and economic development *Study of the Blue Line Corridor* in Prince George's County for the Local Initiatives Support Corporation.

5329 Willard Avenue  
Chevy Chase, MD 20815  
C 202.413.6910

[OchoaUrbanCollaborative.com](http://OchoaUrbanCollaborative.com)

**NA-20 Disproportionately Greater Need: Severe Housing Problems-91.205(b)(2)**

PES will complete Tables 17, 18, 19, & 20. OUC will provide an introduction and discussion to assess the needs of any racial or ethnic group that has disproportionately severe housing problems in comparison to the whole.

**NA-25 Disproportionately Greater Need: Housing Cost Burdens-91.205 (b)(2)**

PES will complete Table 21 and OUC will assess the need of any racial or ethnic group that has disproportionately greater housing cost burdens in comparison to the needs of that category as a whole.

**NA-35 Public Housing-91.205(b)**

PES will complete Tables 22, 23, 24, and 25 using the latest available census data. OUC will use these completed tables to prepare the Section 504 Needs Assessment, which will describe the needs of public housing tenants and applicants on the waiting list for accessible units. This assessment will highlight the most immediate needs of residents in public housing and Housing Choice Voucher holders, comparing these needs to the broader housing needs of the general population. Additionally, PES will gather any necessary supplemental data from the Housing Authority to finalize this section.

**NA-40 Homeless Needs Assessment-91.205(c)**

PES will provide data for the table "Nature and Extent of Homelessness." PES will also describe the number of persons becoming homeless and exiting homelessness each year and number of days that persons experience homelessness for each homeless population type (chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth). Based on the table provided, PES will estimate the number and type of families in need of housing assistance for families with children and families of veterans, describe the nature and extent of homelessness by racial and ethnic group, and describe the nature and extent of unsheltered and sheltered homelessness.

**NA-45 Non - Homeless Special Needs Assessment-91.205(b,d)**

PES will provide data to complete Tables 26 and 27 as well as draft the introduction and four prompted questions and provide discussion based upon the completed tables.

**NA-50 Non-Housing Community Development Needs-91.215(f)**

OUC will describe the jurisdiction's need for public facilities, describe the jurisdiction's need for public improvements, describe the needs for public services, and where and how these needs are determined. Using the suggested methods, OUC will draft the Non-Housing Community Development Needs based upon the housing needs identified in the assessment, the market analysis, and public consultation.

**PR-10 Consultation 24 CFR 91.100, 91.110, 91.200(b), 91.215(l), 91.300(b), 91.315(l)** Based upon pages 63-70 of the guidebook (*A Desk Guide for Using IDIS to Prepare the Consolidated Plan, Annual Action Plan, and CAPER/PER form Community Development and*

providers, the public housing authority, and appropriate City departments, community organizations, and neighborhood residents that include both renters and owners. Ochoa Urban Collaborative will provide the following deliverables:

1. Draft, compose, and publish any written reports as required by the above scope of work including the Citizen Participation Plan, the updates to the Analysis of Impediments to Fair Housing Choice, and Consolidated Plan.
2. This will include any maps, visuals, presentations, and graphics as required by the Scope of Work
3. Coordinate and present three public presentations to community stakeholders regarding findings and recommendations of the AI and Consolidated Plan
4. Make two presentations (one draft and one final) to the Mayor and City Council regarding the findings and recommendations.

### **Timeline**

Below is a proposed timeline with dates and team members listed who will lead the effort. Each team member will be able to provide their strengths and expertise to the effort while being able to work simultaneously on other tasks wherever possible. For example, the team can begin to draft a citizen participation plan and survey while collecting and analyzing housing data. As requested, the timeline assumes a start date of December 1<sup>st</sup>. However, the timeline may have to be adjusted based on the start date after the contracting process has been completed. The project team will work closely with the Department of Community Development to ensure the timeline meets departmental expectations and HUD required deadlines.

| <b>Activity</b>                               | <b>Date</b>          | <b>Firm</b>                           |
|-----------------------------------------------|----------------------|---------------------------------------|
| <b><u>Citizen Participation Plan</u></b>      |                      |                                       |
| Citizen Participation Survey                  | December 15, 2024    | Ochoa Urban Collaborative (OUC)       |
| Citizen Participation Draft Plan              | January 10, 2024     | OUC                                   |
| Town Hall Meeting 1                           | Week of February 3rd | OUC                                   |
| Town Hall Meeting 2                           | Week of February 3rd | OUC                                   |
| Town Hall Meeting 3                           | Week of February 3rd | OUC                                   |
| Public Hearing 1 - AI                         | February 12, 2024    | OUC                                   |
| Public Hearing 2 – Con Plan                   | March 19, 2024       | OUC                                   |
| <b><u>Analysis of Impediments</u></b>         |                      |                                       |
| Analysis of jurisdictional data               | January 31, 2024     | Partners for Economic Solutions (PES) |
| Review of jurisdictional laws and regulations | January 31, 2024     | OUC                                   |

|                                                                                                                   |                   |     |
|-------------------------------------------------------------------------------------------------------------------|-------------------|-----|
| Evaluation of jurisdiction's current fair housing legal status                                                    | January 31, 2024  | OUC |
| Identify and describe impediments to fair housing choice (public sector, private sector, public & private sector) | January 31, 2024  | OUC |
| Assessment of existing public and private fair housing programs and activities                                    | January 17, 2024  | OUC |
| Assessment of the availability of affordable, accessible housing                                                  | January 17, 2024  | PES |
| Identify patterns of integration and segregation                                                                  | January 17, 2024  | PES |
| Identify racially or ethnically concentrated areas of poverty                                                     | January 17, 2024  | PES |
| Identify disparities in access to opportunity                                                                     | January 31, 2024  | OUC |
| Identify disproportionate housing needs                                                                           | January 17, 2024  | OUC |
| Conclusions and recommendations                                                                                   | February 7, 2024  | OUC |
| Development of five-year work program and timeline for implementation                                             | February 7, 2024  | OUC |
| <b>HUD Consolidated Plan</b>                                                                                      |                   |     |
| NA-15 Disproportionately Greater Need: Housing Problems                                                           | February 19, 2024 | PES |
| NA-20 Disproportionately Greater Need: Severe Housing Problems                                                    | February 19, 2024 | PES |
| NA-25 Disproportionately Greater Need: Housing Cost Burdens                                                       | February 19, 2024 | PES |
| NA-35 Public Housing                                                                                              | February 19, 2024 | PES |
| NA-40 Homeless Needs Assessment                                                                                   | March 7, 2024     | OUC |

|                                               |                    |           |
|-----------------------------------------------|--------------------|-----------|
| NA-45 Non – Homeless Special Needs Assessment | March 7, 2024      | OUC       |
| NA-50 Non-Housing Community Development Needs | March 7, 2024      | OUC       |
| NA-05 Needs Assessment                        | March 7, 2024      | OUC       |
| ES-05 Executive Summary                       | March 7, 2024      | OUC       |
| <b>Presentation of Results</b>                |                    |           |
| Community Stakeholder Presentation 1          | Week of March 17th | OUC & PES |
| Community Stakeholder Presentation 2          | Week of March 17th | OUC & PES |
| Community Stakeholder Presentation 3          | Week of March 17th | OUC & PES |
| Mayor and City Council Draft Presentation 1   | March 26, 2024     | OUC & PES |
| Mayor and City Council Final Presentation 2   | April 30, 2024     | OUC & PES |

### **Budget**

A budget broken down by project activity is provided below. Project administration includes time for report production as well as additional communication regarding contracting, timelines and any additions or changes to the scope. The travel budget includes travel for up to six trips to Cumberland for two staff members. The travel budget is negotiable should the Department of Community Development opt for a combination of virtual and in-person meetings.

### **Proposed Budget**

| <b>Activity</b>            | <b>Cost</b>     |
|----------------------------|-----------------|
| Citizen Participation Plan | \$7,000         |
| Analysis of Impediments    | \$11,120        |
| Consolidated Plan          | \$24,280        |
| Project Administration     | \$5285          |
| Travel                     | \$12,000        |
| <b>TOTAL</b>               | <b>\$59,685</b> |



### The Firm

Founded in 2019, Ochoa Urban Collaborative is a planning, community and economic development firm with an equity lens that provides strategy, policy, and implementation services to help people, neighborhoods, and communities revitalize and thrive.

### Manuel Ochoa — Principal & Founder

Manuel T. Ochoa has almost 30 years' experience in urban planning, housing, and community development. Manuel is Principal and Founder of Ochoa Urban Collaborative. Previous to founding Ochoa Urban Collaborative, Manuel has been a leader in community and economic development with a unique mix of experience in federal and local government as well as national non-profits. Previously, Manuel served as Director of Federal Affairs at the National Association for Latino Community Asset Builders (NALCAB), where he led policy and federal technical assistance and consulting to public housing authorities and local and state government with particular expertise in disaster recovery, fair housing, rural programs, and the CDBG and HOME programs. Previous to NALCAB, Manuel was Senior Policy Analyst and Program Director at Enterprise Community Partners, where he led a national fair housing policy stakeholder group and advanced fair housing policy within the organization. In 2015, Manuel was a key member of the team that provided recommendations to the City of Miami on the use of city-owned land for housing and community development as part of the National Resources Network for Cities.

Manuel has experience on the ground as Regional Director of Homeownership for the Latino Economic Development Center, where he led a team of seven housing counselors who served hundreds of clients in Washington, DC and Montgomery County, Maryland during the foreclosure crisis. Prior to his local work, Manuel also served in significant advisory and management roles at the US Department of Housing and Urban Development where he advised three HUD Secretaries and three Assistant Secretaries. As Deputy Assistant Secretary for Grant Programs in the Office of Community Planning and Development, he oversaw the Community Development Block Grant program, the HOME program, and the Environmental Review Office. He was responsible for \$30 billion in disaster recovery funds, most notably related to Hurricanes Katrina and Rita and the Midwest Floods. During this time, he also led the

effort to launch HUD's first Neighborhood Stabilization Program. Throughout his seven years of service at HUD, Manuel worked with members of Congress, Congressional staff, Governors, and Mayors on a wide variety of issues. He has been invited to speak as an expert nationally and internationally and has served on the pro-bono technical assistance team for the National League of Cities and the Urban Land Institute.

Manuel is a member of the American Institute of Certified Planners, is fluent in Spanish, and lives with his family in Friendship Heights, Maryland. Manuel also enjoys running, gardening, traveling, walking cities, and reading history.

### *Highlights*

- Leader with almost 30 years of experience in urban planning, public policy, housing and community development on the local, regional and national level
- Accomplished performance-based manager, team builder, and problem solver
- Policy expert in public policy with expertise in fair housing and equity issues
- Expert in housing, economic development, community revitalization, and historic preservation
- Skilled and successful urban planner
- Effective verbal and written communicator
- Seasoned facilitator and trainer
- Visionary, creative and independent thinker
- Respected colleague known for high integrity
- Connector with wide network
- Committed to community service
- Fluent in Spanish with international work experience

### Jesse Bardsley — Planner & Data Analyst:

Jesse Bardsley is an urban planner and data analyst with Ochoa Urban Collaborative. Jesse is passionate about diverse cultures and how physical planning influences human community. Prior to joining Ochoa Urban Collaborative, Jesse performed and led research for the National Center for Smart Growth at the University of Maryland. This research focused primarily on the impact of commuting on small towns and equitable redevelopment along the Purple Line. Jesse also previously worked for the City of Providence, Utah, where he spent three years observing the public planning process as the official minute keeper at all public meetings. Jesse holds a Master of Community Planning degree from the University of Maryland and a Bachelor of Arts in Arabic and Middle East Studies from Brigham Young University. Jesse speaks Spanish, Korean and Arabic, and has lived in both South Korea and Jordan.

## Key Clients and Recent Assignments

- **Cumberland, Maryland**
  - Produced and co-wrote the City of Cumberland's Consolidated Plan 2021-2024
  - Wrote the city's Analysis of Impediments to Fair Housing Choice
  - Co-wrote a housing study which included policy recommendations for the redevelopment of blighted, vacant, and abandoned buildings, as well as an analysis of three city-owned sites for affordable housing and recommendations for increasing workforce housing.
  - Led the community engagement strategy with Cumberland Economic Development Corporation and the city's Community Development Department
- **City of Bowie & Prince George's County**
  - Prepared the county's Analysis of Impediments (AI) to Fair Housing Choice, a HUD fair housing requirement updated every five years to guide the county's use of HUD funds.
  - OUC led the city and the county's community engagement process that included four public hearings, community presentations, focus groups, and over 25 interviews
  - Wrote substantial portions of the report including the review of county and state policies, goals, and actions
- **Metropolitan Washington Council of Governments  
Regional Analysis of Impediments**
  - Part of a team with the Lawyer's Committee on Civil Rights Under Law and the Urban Institute to produce, prepare, and write a regional Analysis of Impediments (AI) to Fair Housing Choice for seven jurisdictions.
  - The Regional AI included the District of Columbia, Montgomery County, Arlington, Fairfax, Loudoun, Prince William counties and the City of Alexandria.
  - OUC led the community engagement in every jurisdiction for the AI and also organized regional events
  - OUC also drafted portions of the report including sections on land use, planning, and zoning as well as goals and actions
- **Local Initiatives Support Corporation  
Coamo, Puerto Rico**
  - Approved consultant to LISC's HUD technical assistance team.
  - Conducted a needs assessment that provided advice and recommendations to the Municipio of Coamo on the management of the

city's economic development and housing programs. As part of the LISC team funded under HUD's Distressed Cities Technical Assistance Program (DCTA), OUC helped the city prioritize its economic development projects and identify island-wide partners and funders.

- OUC advised Coamo on the management of their CDBG, HOME, and CDBG-Disaster Recovery funds for homeownership and rental housing programs

- **Foundation for Puerto Rico  
San Juan, Puerto Rico**

- Advised the Foundation for Puerto Rico on their first housing study on short-term housing, such as Airbnbs, and on affordable housing
- Provided training to staff on CDBG-DR rules and regulations including financial management and HUD cross-cutting requirements including fair housing, environmental regulations, and Section 3.
- Advised the executive director on staff requirements, human resources, and personnel matters to launch the Foundation's first housing initiative

- **City of Seattle Office of Economic Development**

- OUC is collaborating with partner firm &Access to provide strategies for enhancing retail corridors in 11 Seattle neighborhoods.
- OUC focused on the business-facing neighborhood organizations and BIAs that serve these neighborhoods, conducting in-person tours and in-depth interviews of each organization to determine staffing capacity, funding issues, and priorities.
- OUC will provide recommendations to each organization and will continue to advise the neighborhood organizations and BIAs throughout the study period.

- **Purple Line Corridor Coalition**

- OUC researched and wrote a Small Business Support Strategy that is guiding the Purple Line Corridor Coalition (PLCC) in its goal of small business preservation along the rail line.
- The Purple Line corridor is a light-rail line from College Park to Bethesda, Maryland that is impacting six equity areas where residents and businesses are most in danger of displacement.
- OUC facilitated an action plan for the Purple Line Corridor Coalition's Small Business Action team that is working with over 30 partners from the government, non-profit and private sector to provide policy recommendations and suggest actions that will support business corridors.

- Provides resource development strategy and identifies funding opportunities for the PLCC and its members
- Organized initial place-management efforts in three corridors that included small business promotions, placemaking, board training and action planning, and direct technical assistance to businesses.
- **Small Business Anti-Displacement Network**
  - Senior advisor and co-founder of SBAN, a project of the University of Maryland and the National Center for Smart Growth.
  - Advises SBAN in establishing a national network of leaders that includes policymakers, nonprofit advocates, technical assistance providers, scholars, government agency leaders, and small business owners.
  - Co-creator of the Community of Practice for Small Business Displacement, an innovative model which employs a collaborative action-learning approach to promote innovation, develop social capital, and facilitate knowledge-sharing among its members.
  - Co-creator for six national case studies, three site visits, and two national conferences on small business anti-displacement efforts.
  - Trainer, facilitator, and expert on commercial revitalization, economic development, and anti-displacement strategies to participating network members
- **Tysons Community Alliance**  
Tyson, Virginia
  - The Tysons Community Alliance (TCA) is a BID-like organization funded by Fairfax County.
  - OUC is part of the team that led the strategic planning effort for the housing and park/community facilities task forces working with the Fairfax Department of Housing and Community Development as well as leading local and regional housing development non-profit organizations.
  - OUC led the effort to organize a highly successful one-day housing symposium on housing.
- **Blue Line Corridor Study**
  - Co-led a community and economic development study of the Blue Line Corridor, an underdeveloped transit line in Prince George's County.
  - The effort was funded by the Local Initiatives Support Corporation (LISC) and included twenty organizations including employers, local government, educational, and non-profit partners.
  - OUC led the community outreach efforts and co-facilitated a SWOT analysis with Partners for Economic Solutions that led the data collection and analysis of the corridor.

- Advised LISC on the use of CDBG for capacity building of Community-Based Organizations (CBO) for economic development.
- The Allapattah Collaborative CDC  
Miami, Florida
  - Provided resource development services including funder relationship building, drafting letters of interest, and writing application narratives
  - Provided organizational development including executive coaching and board development for a new neighborhood-based community development corporation
  - Strategic planning and annual action planning for the organization's staff and board
  - Advisory services on applying for CDBG for the organization's economic development programs
- National Association for Latino Community Asset Builders  
Miami, Florida
  - Led a partnership of 15 organizations and partners in developing strategies and policies for small business preservation and addressing gentrification in the City of Miami
  - Wrote *Addressing Commercial Gentrification in Miami* report, a blueprint with recommendations and actions steps
  - Advised and provided strategy on land acquisition and planning for small business preservation and the affordable housing acquisition fund
  - Built the city's first Main Street program, a nationally-recognized neighborhood commercial district revitalization program

### References

1. Andrea Lowe, Chief Operating Officer, Corporate FACTS, [alowe@corporatefacts.net](mailto:alowe@corporatefacts.net), 904-476-9224. (Ochoa Urban Collaborative)
2. Hilary Chapman, Housing Program Manager, Metropolitan Washington Council of Governments, [hchapman@mwkog.org](mailto:hchapman@mwkog.org), (202) 962-3346. (Ochoa Urban Collaborative)
3. Michael Keys, Director, Department of Community Development, Warren County (Ohio), [mkeys@warren.org](mailto:mkeys@warren.org), (330) 503-2595. (Partners for Economic Solutions).

### Contact

For further information, please contact us at [mochoa@ochoaurbancollaborative.com](mailto:mochoa@ochoaurbancollaborative.com) or by mobile phone at 202-413-6910.



**Manuel T. Ochoa, AICP**

5329 Willard Avenue, Chevy Chase, MD, 20815

mochoa@ochoaurbancollaborative.com • 202-413-6910

U.S. Citizen

**Qualifications:**

- Leader with almost 30 years of experience in urban planning, public policy, housing and community development on the local, regional and national level
- Accomplished performance-based manager, team builder, and problem solver
- Expert in housing, economic development, community revitalization, and historic preservation
- Effective verbal and written communicator. Seasoned facilitator.
- Frequent speaker including the Small Business Anti-Displacement Network, Main Street Now, PastForward national preservation conference and the American Planning Association conference.
- Full resume and curriculum vitae available upon request.

**Experience:**

**Founder and Principal**

Ochoa Urban Collaborative, Washington, DC 6/19 – present

- A planning, community and economic development firm with an equity lens that provides strategy, policy, and implementation services to help people, neighborhoods, and communities revitalize and thrive.
- Clients include the City of Seattle, University of Maryland National Center for Smart Growth, Local Initiatives Support Corporation, Metropolitan Washington Council of Governments, Main Street America, Prince George's County Department of Housing and Community Development, National Association for Latino Community Asset Builders, and Purple Line Corridor Coalition, and Cumberland, MD – Fair Housing Plan, Consolidated Plan, Comprehensive Housing Strategy including recommendation on historic preservation.

**Director of Federal Affairs**

National Association for Latino Community Asset Builders, Washington, DC 1/17 – 6/19

- Led NALCAB's policy on housing and community development by advising on policy development, strategy, and advocacy with local, state, and national partners
- Engaged over 30 stakeholders to develop place-based, commercial revitalization strategy for two historic Latino neighborhoods – Allapattah and Little Havana – experiencing rapid neighborhood change and gentrification. Recommendations and training on National Trust's Main Street America program.

**Deputy Assistant Secretary for Grant Programs, Office of Community Planning and Development**

U.S. Department of Housing and Urban Development, Washington, DC, 1/08 – 1/09

- Responsible for \$14.1 billion dollar grant programs and \$29 billion in supplemental disaster recovery assistance including two of HUD's flagship programs, the Community Development Block Grant Program (CDBG), and the HOME Investment Partnership Programs
- Served as HUD's representative to the federal Advisory Council on Historic Preservation. Led effort to publish a guide for Preserve America CDBG guide and spear-headed the ACHP's Affordable Housing & Historic Preservation Guidelines

**Membership:**

- American Institute of Certified Planners (AICP), Professional accreditation for planners
- AHC, Inc., an affordable housing developer based in Arlington, Virginia, board member
- Advisory Council for Historic Preservation Foundation, treasurer
- Puente de Amistad, a faith-based, charity supporting social services in Cuba, board member.

**Education:**

University of North Carolina at Chapel Hill, N.C., Master of Regional Planning

University of Miami, Coral Gables, Fla., B.A. in Geography and Sociology, Minor in Urban Studies

# Jesse M. Bardsley

425-445-3156

[jbardsley@andaccess.com](mailto:jbardsley@andaccess.com)

[jessebardsley.journoportfolio.com](http://jessebardsley.journoportfolio.com)

## Education:

**MCP, Community Planning** — University of Maryland, College Park

**BA, Middle East Studies and Arabic** — Brigham Young University — Provo, UT

**Certified, Advanced Mid Level in Arabic** — American Council on the Teaching of Foreign Languages (ACTFL)

**Fluent in Korean, Spanish and Arabic**

## Awards:

**Finalist in 2024 HUD Student Design and Planning Competition**

**Recipient of the Outstanding Graduate Assistant Award**

## Work Experience:

**Urban Planner & Data Analyst** — Ochoa Urban Collaborative — June 2024 - Present

Duties include compiling and analyzing datasets, GIS mapping, performing research, writing reports, site visits to project locations for in-person data collection, and participating in client meetings.

**Research Assistant** — National Center for Smart Growth — Sept. 2021 - May 2024

Managed the InPlace project from nearly start to finish, which documented the effects of commuting on small towns in Maryland. Performed extensive GIS work for the Purple Line Equitable Mixed Use Redevelopment Project (EMUR). Work skills included GIS, report writing, literature review, survey administration, qualitative interviews, and data analysis. Was the principal author of all of the reports related to the InPlace project. Received the Outstanding Graduate Assistant Award for my work with the center.

**Office Specialist** — **Deputy Court Clerk/Assistant to the Recorder** — City of Providence, Utah — Aug. 2018 - Aug. 2021

Duties included keeping minutes for public bodies including city council, planning commission, administrative land use authority, and historic preservation commission; court filings, maintaining the city website, codification of ordinances, dog licensing, accounts receivable, and answering resident questions about zoning and other issues. Accomplishments included significantly reducing the outstanding accounts receivable balance, reorganizing the city's website, publishing the city code in a searchable online format, and converting city data into useful GIS maps.

\*Prior work experience excluded for brevity

## **RESEARCH EXPERIENCE**

- 2023 – 2024**    *Graduate Assistant*, University of Maryland, College Park,  
School of Architecture, Planning, and Preservation and School of Public Health  
Conducted a literature review on trauma-informed practices in urban planning to support immigrant integration. Developed a framework to enhance these practices within urban planning. A manuscript is forthcoming for publication in a journal.
- 2020 - 2024**    *Graduate Research Assistant*, National Center for Smart Growth  
University of Maryland, College Park  
Led in-depth research on small business displacement and gentrification, contributing to the development of anti-displacement toolkits for the *Small Business Anti-Displacement Network*, a project funded by JPMorgan Chase. Developed a literature review on commercial gentrification that was turned into a manuscript for a journal (currently in R&R).
- 2018 – 2020**    *Graduate Research Assistant*, National Center for Smart Growth  
University of Maryland, College Park  
Led the design and implementation of a community survey with over 100 participants, focus group protocols, and analyzed quantitative and qualitative data for a two-year project sponsored by Department of Justice sponsored project with CASA de Maryland, the largest immigrant rights organization in the state of Maryland.

## **TEACHING EXPERIENCE**

- Spring 2022**    *Instructor*  
University of Maryland, School of Architecture, Planning and Preservation  
URSP372: Diversity and the City: This course explores theoretical, ethical and practical questions about today's metropolis and addresses trends in racial and ethnic inequality.
- Fall 2019**    *Co-Instructor*  
University of Maryland, School of Architecture, Planning and Preservation  
URSP688Z: Planning and Design in the Multicultural Metropolis: This course explores how cities and communities are changing and how planners can answer today's challenges for a just future.
- Graduate Teaching Assistant*  
University of Maryland, Latin American Studies Center Undergraduate Program  
LASC458: Senior Capstone Course in Latin American Studies: This course prepares undergraduates in their final project to obtain the Latin American studies certificate.

## **EDUCATION**

**Ph.D. Candidate in Urban and Regional Planning and Design**, expected 2025  
University of Maryland, College Park, Maryland

**M.S. in Urban Policy and Public Management**  
The New School, New York, NY

**B.A. in Anthropology, Minor: Latin American Studies and Food and Resource Economics**  
University of Florida, Gainesville, FL

## **LANGUAGE**

English and Spanish (native proficiency)  
Portuguese (professional working proficiency)  
French (intermediate)



## PES Firm Overview

Partners for Economic Solutions is a full-service urban economics consulting firm dedicated to fostering sustainable economic vitality and growth in America's neighborhoods, cities and regions. Working extensively with cities, economic development and redevelopment agencies, public/private partnerships, universities, housing authorities and non-profits, PES brings real estate and economics expertise to bear on a wide range of urban development and public policy issues.

We provide timely advice, strategies and research that are:

- Rigorous, objective and market-driven
- Backed by reliable data
- Drawn from the best national practices
- Tailored to the local situation and resources
- Practical and keyed to specific implementation actions.

Collaboration defines our work approach. We work closely with our clients to maintain continual dialogue and provide quick responses to meet the clients' schedule needs. With teams that include some of the nation's best planners, designers and engineers, we develop holistic approaches for development and revitalization with economics guiding and responding to the designs.

Our services focus on five primary categories:

- Market-driven analysis
- Real estate advisory services
- Economic development and revitalization strategies
- Impact analysis
- Public policy evaluations and strategies

PES is a woman-owned company based in Washington, DC established in 2008. Its founding principals – Anita Morrison and Abigail Ferretti – have a combined experience of more than 70 years in housing and development consulting.

## Relevant Experience

### **Manassas Park Housing Market, Needs and Strategies**

City of Manassas Park, VA

PES prepared an in-depth analysis of housing needs and housing market conditions in Manassas Park, VA. This small suburban city is transitioning to a more urban development pattern to take better advantage of its Virginia Railway Express commuter rail station. Its limited land supply is being repurposed to accommodate mixed-use development and multi-family housing. This housing study provided detailed data on the city's housing supply, market conditions and the need for affordable housing to reduce household cost burdens and overcrowding. A community survey provided inputs on residents' housing experiences and concerns. PES recommended a mix of strategies to address affordable housing needs.

### **Homeless Needs Assessment and Gaps Analysis**

Warren-Trumbull HOME Consortium, OH

For the City of Warren, Ohio and the Warren-Trumbull HOME Consortium, Anita prepared a needs assessment, gaps analysis and fund allocation plan for the HUD HOME-ARP funding application for supplemental funding for programs to aid persons facing homelessness. The effort included in-depth interviews with more than 20 housing and service providers. Prepared under a tight deadline, the HOME Consortium's application was approved by HUD.

### **Housing Needs Assessment and Market Analysis**

Charlottesville Neighborhood Development Services Department

Prepared as input to a new affordable housing strategy being developed by the City of Charlottesville, the Housing Needs Assessment encompassed a socioeconomic and demographic analysis that quantified and characterized housing demand; a housing market analysis that reviewed supply conditions and trends and how the market has responded to housing demand; an analysis of the housing affordability gap between the housing provided by the private market and the housing demand/needs; and a discussion of barriers to fair and affordable housing. In addition to citywide conditions, PES examined socioeconomic and housing supply data for each of the city's 12 Census Tracts.

### **Demographic, Housing, Economic and Market Analysis**

City of Chesapeake Planning Department

In preparation for an update to the City of Chesapeake's Comprehensive Plan, PES prepared a far-ranging analysis of existing conditions and future potentials. The first report included demographic analysis, a housing needs assessment and a series of strategies to increase the supply of housing attainable at all income levels. The market analysis included a profile of the city's economy and its position in the regional economy; an



assessment of the city's strengths, weaknesses, opportunities and threats; current commercial and industrial market conditions; and future employment and land demand for different uses.

The final part synthesized the implications of the documented trends and projections for future land use patterns and policies. Focusing particularly on the potentials for applying smart growth principles for future development, PES analyzed land demand under alternative scenarios. Recommended development strategies included:

- focusing the Comprehensive Plan on creating distinctive places;
- constraining the limits of development;
- diversifying the city's housing offerings;
- providing additional transportation options; and
- improving the city's economic development potentials.

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### **Affordable Housing Needs Assessment and Strategy**

#### **South Miami Community Redevelopment Agency**

PES is currently preparing an affordable housing strategy for the City of South Miami. The first phase focused on analyzing the local market, estimating housing needs for different segments of the city's population and identifying key factors that are constraining the private market's ability to meet those housing needs. Those factors include building, land and insurance costs, zoning and regulatory impediments, the impact of State tax policy and predatory lending and land title issues. The second phase is developing specific strategies to address these market shortcomings, to encourage "Missing Middle" housing and Accessory Dwelling Units, and to guide CRA investments. PES is using financial modeling to test the trade-offs between the value created by density incentives and the cost of providing affordable units under inclusionary zoning.

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### **North Suburban Consortium Consolidated Plan, Housing Market and Needs Analysis**

#### **North Suburban Consortium, MA**

The North Suburban Consortium consists of seven close-in suburbs (Arlington, Chelsea, Everett, Malden, Medford, Melrose, and Revere) of Boston. A diverse array of communities comprises the Consortium, ranging from an affluent, relatively suburban community, to one of the highest density, most impoverished cities in the state. Together, as a HOME Consortium, they run several programs to support affordable housing and first-time homebuyers. While working for another firm, Anita Morrison analyzed housing market conditions in the seven jurisdictions and in the region as a whole. BAE also documented housing needs for the homeless, the elderly, first-time homebuyers and other special populations. These analyses served as the basis for developing new housing assistance strategies and prioritizing program funding. The Consortium's Consolidated Plan was prepared for submission to the U.S. Department of Housing and Urban Development and each community was provided with an individualized plan.

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### **Regional Affordable Housing Analysis**

Thomas Jefferson Planning District Commission

Following the excellent reception of PES's work for the City of Charlottesville, the regional planning agency contracted with PES to prepare a regional affordable housing analysis as the initial phase of a regional housing strategy development effort. The analysis distinguishes among the issues facing the region's urban jurisdictions (Charlottesville and portions of Albemarle County) and those facing the rural jurisdictions (portions of Albemarle County, Fluvanna, Greene, Louisa and Nelson counties). A key focus is the question of commuting practices and the cost and time burdens of "drive till you qualify." Also important are the effects of short-term rentals (e.g., Airbnb), second-home buyers and retirees on the availability and cost of housing. The gap between the wages supported by tourism and the rents affected by that tourism is a major concern.

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### **Attainable Housing Study**

City of St. Marys and Camden County, GA

PES completed a comprehensive needs assessment and strategy for addressing housing affordability issues in the cities of St. Marys, Kingsland and Woodbine and Camden County in Coastal Georgia. Though still relatively affordable, the communities are facing rapid increases in housing rents and prices as the supply has failed to keep pace with demand. The study has reviewed local demographics and housing needs coupled with projections of future needs and analyzed barriers inhibiting the private market's ability to produce housing for the full range of local residents. Potential strategies being explored include zoning revisions, leveraging State funding resources, increase in local recordation tax and taxes on transient lodging, use of publicly-owned land, partnering with other local organizations, protecting residents of manufactured home parks, and incentivizing developers to include workforce housing in new developments.

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### **Largo Missing Middle and Affordable Housing Study**

Community Development Department, Largo, FL

PES is currently leading a consultant team to prepare a comprehensive housing and regulatory reform strategy for the City of Largo. The study has started with an in-depth analysis of the local housing market and needs assessment. Zoning and stormwater management experts have reviewed the local ordinances and development practices to identify barriers to housing development. Case studies are being prepared for five sites to test options for higher density through Missing Middle housing products; PES is testing the financial feasibility of these solutions. Special attention is being given to the redevelopment of mobile home parks and the processes for assuring that current homeowners find affordable replacement housing. Ultimately, the team will provide revisions to the City's Comprehensive Development Code.

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### **Queen Anne's County Housing Strategy**

Queen Anne's County Department of Community Services, MD

PES prepared a detailed housing needs assessment and strategy for Queen Anne's County, a rural county on Maryland's Eastern Shore that has attracted retirees and commuters working in Annapolis and other parts of Maryland. The needs assessment considered the county's demographics, housing market conditions and housing inventory in quantifying specific housing needs. A resident survey helped to clarify the impacts of the tight housing market and to test public support for new housing policies. Review of the County's and municipal plans and zoning ordinances highlighted provisions inhibiting the development of multi-family and other forms of affordable housing. The strategy addresses regulatory solutions, preservation of existing affordable housing, incentives for development of new affordable housing, financial resources and potential partnerships.

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### **Market Analysis for Senior Housing**

Enfield Housing Authority, CT

PES and MAPPLAN Partners analyzed the market potential for building additional senior housing units for the Enfield Housing Authority. The analysis included detailed demographic review of the current and future elderly population in Enfield and surrounding jurisdictions, review of EHA's waiting lists, evaluation of competitive multi-family housing and research into the needs of elderly homeowners facing foreclosure. Strategies were explored to convert some mixed elderly/disabled housing to general occupancy to meet a pressing need for affordable housing for single persons while creating new seniors housing under the Section 202 program.

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### **Housing Market Analysis and Needs Assessment**

Asheville HOME Consortium, NC

As input to the Consolidated Plan prepared by the four-county HOME consortium in Western North Carolina, Anita Morrison and Abigail Ferretti analyzed the local housing market and quantified housing needs. The housing analysis focused on the disparities between the cost of housing driven up by an influx of retirees and second-home buyers and the wages offered in the tourism- and service-dominated economy. In-depth analysis distinguished among the four counties' housing needs and markets, which varied significantly based on access, job base and the extent of pressures from outside demand.

"Bringing private real estate expertise to the public sector to support successful public/private development."

47 Years of Experience

Market Analysis  
Instructor in the  
Sustainable Real Estate  
Development program  
at Tulane University

Master of Public Policy,  
University of Michigan

Member Affiliations:  
*Lambda Alpha  
International  
Urban Land Institute  
American Planning  
Association*

Volunteer Service:  
*ULI Advisory Panels in  
Little Rock, AR,  
Paterson, NJ,  
Albuquerque, NM,  
Salem, OR, Oklahoma  
City, OK, Detroit, MI,  
and El Paso, TX*

## **Anita Morrison Founding Principal**

Anita Morrison founded Partners for Economic Solutions after more than 30 years of economic and development consulting. During her career, Anita has specialized in public/private partnerships, real estate advisory services, redevelopment strategies and economic impact analysis. From large cities to small towns, she applies her understanding of real estate economic fundamentals to questions of development, redevelopment and smart growth.



Anita has a particular expertise in housing markets, need assessments, financial analysis, policy and plans. She prepared the housing needs and housing market portions of Consolidated Plans for the Asheville HOME Consortium, the North Suburban Consortium in Massachusetts and Gwinnett County, GA. For the Warren-Trumbull HOME Consortium in Ohio, she prepared a homeless needs assessment and a HUD HOME-ARP funding application. Anita analyzed housing needs and housing market conditions for the City of Charlottesville and the Thomas Jefferson Planning District. She prepared an affordable housing strategy for the City of South Miami, FL. In Queen Anne's County, MD, she prepared a workforce housing strategy that included a needs assessment, market analysis, financial analysis of potential housing incentives, and review of County and Town plans and zoning ordinances to identify provisions constraining the supply of affordable housing. She completed a housing strategy for a rural county and small city in Coastal Georgia, assessing housing needs and market conditions and developing strategies appropriate to the local resources. In Atlanta's Pittsburgh neighborhood, she prepared a detailed neighborhood revitalization strategy that focused first on addressing the extensive inventory of abandoned and foreclosed housing.

Anita completed an extensive analysis of Missing Middle housing options for Arlington, VA. She recently led a comprehensive study and strategy for Missing Middle housing and affordable housing for the City of Largo, FL.

"Working with clients to understand their unique circumstances and applying lessons learned from comparable projects to move forward."

26 Years of Experience

Master of Business  
Administration, Loyola  
College

Member Affiliations:

*Lambda Alpha  
International  
Urban Land Institute*

Volunteer Service:

*ULI Advisory Panels in  
Buffalo, NY for adaptive  
reuse of a historic hospital  
site*

*ULI Advisory Panel in St.  
Louis County, MO for  
repositioning of failing  
mall*

*ULI Advisory Panel on  
Baltimore's West Side*

*Homeless Shelter services*

## **Abigail B. Ferretti Founding Principal**



As a founding principal of the firm, Abigail Ferretti focuses on managing the firm's urban practice with an emphasis on revitalizing older communities. In all her work, she dedicates herself to finding the best available data that accurately portray current and potential development. She uses GIS extensively to inform the analyses of existing conditions, competitive projects and opportunities for new development. This relentless pursuit of actual data to build sound conclusions serves as a guiding principle for all PES projects.

Abigail led the market analysis for the Largo, FL missing middle and affordable housing strategy. For the Charlottesville housing needs assessment, Abigail prepared the detailed socioeconomic analysis. She contributed to the homeless needs assessment for the Warren-Trumbull HOME Consortium as well as the Consolidated Plan market analysis and needs assessment for the Asheville HOME Consortium. For Arlington County, she prepared a market analysis and contributed to the financial analysis of residential development in the Columbia Pike corridor where a new streetcar was planned. Abigail met with property owners to develop a better understanding of the issues affecting market-rate affordable units and to solicit their inputs and feedback. She prepared a comprehensive analysis of housing conditions in Washington's Anacostia and Congress Heights neighborhoods. The analysis brought together in one document the full range of housing conditions and market indicators to provide a better base for market-driven planning in the planning area.

Abigail has analyzed the market and financial feasibility of several mixed-income housing developments, including the Views of Clarendon, a joint venture between Arlington Partnership for Affordable Housing and the First Baptist Church of Clarendon, as well as the HOPE VI redevelopment of Quinnipiac Terrace in New Haven, CT. She assisted Arlington County in assessing the financial trade-offs in attempts to preserve market-rate affordable housing through a series of zoning and other incentives.

# Bid or Proposal

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Bid of \$59,685 to furnish all equipment and to perform all work in accordance with the Specifications relating to a contract for:

**CITY OF CUMBERLAND CONSOLIDATED PLAN, UPDATES TO THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE AND CITIZEN PARTICIPATION PLANS**

as set forth in the Contract Documents, on which bids will be received until but not after 2:00 p.m., local time, on the 24<sup>th</sup> day of October 2024, as set forth in the Invitation for Bids herewithin.

To the Mayor and City Council  
City of Cumberland, Maryland

Gentlemen:

In accordance with the advertisement of the City of Cumberland, Maryland, inviting bids for the work herein before named and in accordance with the Specifications now on file in the Office of the City Clerk, **Manuel T. Ochoa, Jr.** does certify that is the only person or persons interested in this bid and that the bid is made without collusion with any persons, firm or corporation; that an examination has been made of the Contract Documents, Specifications and Contract form contained herein, **Manuel T. Ochoa, Jr.** does propose to furnish all necessary machinery, equipment, and material specified, and labor in whatever manner and sequence required.

**Bidder Must Sign**

Company Name: Ochoa Urban Collaborative

Signature: \_\_\_\_\_

Address: 5329 Willard Avenue, Chevy Chase, MD 20815

Telephone Number: 202-413-6910

Date: November 25, 2024

# Affidavit and Qualification to Bid

I hereby affirm that:

1. I, **Manuel T. Ochoa, Jr.,**

*(Your Name)*

**CHECK ONE:**

☐

individually, am of competent age and discretion to make this affidavit.

**OR**

**X**

as Principal and a  
*(Title)*

duly authorized representative of:

Ochoa Urban Collaborative

*(Name of Business)*

whose address is:

5329 Willard Avenue, Chevy Chase, MD 20815

*(Address)*

possess the legal authority to make this affidavit on behalf of  
the above identified business for which I am acting.

2. If making this affidavit on behalf of a business, the above identified business is a  
LLC *(type of entity)*, which is registered or otherwise  
qualified to do business as required pursuant to Maryland law, and is in good standing in Maryland and,  
if applicable, in another jurisdiction where it is presently organized.

3. Except as described in paragraph 4 below, I have not, nor to the best of my knowledge, information,  
and belief, has the business entity named above, if applicable, or any of its officers, directors, partners,  
controlling stockholders, or any of its employees directly involved in the business entity's contracting  
activities including obtaining and performing contracts with the State of Maryland, any local

governmental entity therein, or any county, bi-county or multi-county agency, or subdivision of the State, been convicted of, or had probation before judgment imposed pursuant to Criminal Procedure Article, §6220, Annotated Code of Maryland, or pleaded nolo contendere to a charge of, or during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe in violation of the laws of Maryland, another state, or the United States.

4. State "none" or, as appropriate, list any conviction, plea, imposition of probation before judgment, or admission described in paragraph 3 above, with the date, court, official or administrative body, the individual(s) involved and, if applicable, their position(s) with the business entity, and the sentence or disposition, if any.

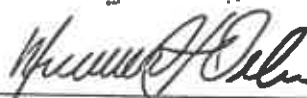
NONE

5. I acknowledge that this affidavit is to be furnished to the appropriate department(s) of the City of Cumberland and may be furnished to units of: the State of Maryland; counties or other subdivisions of the State of Maryland; other states; and the federal government. I acknowledge that, if the representations set forth in this affidavit are not true and correct, any such agency may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit to demonstrate a qualification to bid in light of the State Finance and Procurement Article, §16202 of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified from entering into contracts with the State of Maryland, any local governmental entity therein, or any county, bi-county or multi-county agency, or subdivision of the State.

I do solemnly declare and affirm under penalties of perjury that the contents of this affidavit are true and correct to the best of my knowledge, information, and belief.

November 25, 2024

(Date)



(Signature)

*As authorized representative of:*

Ochoa Urban Collaborative

(Name of Business)

Both Ochoa Urban Collaborative and Partners for Economic Solutions have extensive experience delivering HUD Consolidated Plans and Analyses of Impediments to Fair Housing Choice (Fair Housing) plans. PES had conducted over six Consolidated Plans most recently a homeless needs study for Warren County, Ohio. OUC was the partner with another firm to complete the City of Cumberland's 2020-2024 Consolidated Plan, Analysis of Impediments, and Citizen Participation Plan along with Comprehensive Housing Study. OUC was also part of the team that completed one of the largest regional fair housing plans in the nation for the Metropolitan Washington Council of Governments. Eight jurisdictions – Arlington, Fairfax, Prince William, Loudoun, Montgomery County, the City of Rockville, the City of Alexandria, and the District of Columbia joined forces to complete a comprehensive Regional Fair Housing Plan. OUC led extensive regional and local public engagement in multiple languages and topics collecting and recommending observations and recommendations for the regional plan. The Regional Fair Housing Plan garnered accolades from the U.S. Department of Housing and Community Development including a \$3.5 million dollar PRO Housing grant award specifically for the removal of barriers to housing recommended implementation in the regional plan.

We believe our team is best poised to meet the needs of the City of Cumberland's Request for Proposal. We hope the City of Cumberland will carefully consider our proposal. If you have any questions regarding the proposal including approach, scope, timeline, or budget, please reach out to Manuel Ochoa at [mochoa@ochoaurbancollaborative.com](mailto:mochoa@ochoaurbancollaborative.com) or by phone at 202-413-6910.

Gratefully Yours,

A handwritten signature in black ink, appearing to read 'Manuel T. Ochoa', written in a cursive style.

Manuel T. Ochoa  
Principal

## **Executive Summary**

### **Proposal Overview**

Ochoa Urban Collaborative (OUC) and Partners for Economic Solutions (PES) propose a comprehensive partnership to deliver the City of Cumberland's **2025-2029 HUD Consolidated Plan**, an **updated Analysis of Impediments to Fair Housing Choice (AI)**, and a **Citizen Participation Plan (CPP)**. Leveraging extensive experience in HUD compliance, community development, housing analysis, and fair housing practices, this team aims to provide actionable and equity-focused plans to guide Cumberland's future development.

OUC, founded in 2019, specializes in planning, community, and economic development with a strong equity lens. PES, established in 2008, focuses on market-driven analysis and urban economic consulting. Together, these firms bring decades of experience, having collaborated on similar projects across the U.S., including fair housing assessments, housing strategies, and HUD plans.

### **Key Objectives and Approach**

#### **1. Citizen Participation Plan (CPP):**

- Foster meaningful and inclusive community engagement to shape subsequent analyses and plans.
- Conduct surveys, town hall meetings, and public hearings tailored to Cumberland's diverse populations, including underrepresented groups.
- Ensure compliance with HUD's community engagement regulations.

#### **2. Analysis of Impediments (AI):**

- Update Cumberland's 2020 AI using robust demographic, housing, and economic data.
- Examine local policies, zoning, and accessibility to identify barriers to fair housing.
- Analyze patterns of segregation, concentrated poverty, and disparities in opportunity.
- Recommend actionable strategies to eliminate housing impediments.

#### **3. 2025-2029 HUD Consolidated Plan:**

- Develop a data-driven plan outlining community priorities for HUD funding.
- Conduct a thorough needs assessment covering housing affordability, public facilities, and homelessness.
- Identify CDBG activities aligned with Cumberland's development goals and HUD compliance.

### **Team Expertise**

- **OUC:** Led by Manuel Ochoa, with 30 years of HUD and community development experience, OUC has a proven track record in creating HUD plans,

fair housing analyses, and community engagement strategies. Recent highlights include leading a regional fair housing plan recognized by HUD with a \$3.5M grant.

- **PES:** With over 70 years of combined experience, principals Anita Morrison and Abigail Ferretti excel in housing needs assessments and market analysis. PES has successfully delivered housing strategies for cities like Charlottesville, VA, and the Asheville HOME Consortium.

### **Timeline and Deliverables**

- **December 2024:** Citizen Participation survey and draft plan.
- **February 2024:** AI data collection and draft completion.
- **March 2024:** Community and council presentations of findings.
- **April 2024:** Final Consolidated Plan and AI submission.

### **Budget**

The project budget of \$59,685 is allocated as follows:

- Citizen Participation Plan: \$7,000
- Analysis of Impediments: \$11,120
- Consolidated Plan: \$24,280
- Project Administration: \$5,285
- Travel: \$12,000

### **Conclusion**

OUC and PES offer Cumberland a blend of technical expertise, innovative approaches, and community-centered processes. With a history of delivering successful HUD-compliant projects and a deep commitment to equity, this team is well-positioned to guide Cumberland's housing and development strategy.

**Proposal for a Citizen Participation Plan, Updates to the Analysis of Impediments to Fair Housing Choice, and 2025-2029 HUD Consolidated Plan**  
**City of Cumberland, Maryland**

Ochoa Urban Collaborative is pleased to submit a proposal to the City of Cumberland, Maryland to update their HUD Citizen Participation Plan, updates to the Analysis of Impediments to Fair Housing Choice, and the 2025-2029 HUD Consolidated Plan.

Ochoa Urban Collaborative previously completed the 2020-2024 HUD Consolidated Plan, the 2020 Analysis of Impediments to Fair Housing Choice and the 2020 HUD Citizen Participation Plan. This work was completed as a subcontractor to LSA Planning. The current proposal is submitted with Ochoa Urban Collaborative as the lead contractor with Partners for Economic Solutions as the subcontractor for the housing market analysis and other data analysis. Both firms have decades of combined experience in HUD programs including the Community Development Block Grant and Fair Housing. Most recently, Ochoa Urban Collaborative was part of a team that included the Urban Institute and the Lawyers' Committee for Civil Rights Under Law which completed one of the few regional fair housing plans in the nation. Completed in November 2023, the Analyses of Impediments to Fair Housing Choice (regional fair housing plan) is a regional achievement that that has received praise and recognition from HUD, including a \$3.5 million grant from the Pathway to Removing Obstacles (PRO) to Housing program. For additional information on the qualifications of the team, qualifications, resumes, and references are provided as part of the proposal.

The team proposes to complete the following activities and tasks in the following order:

1. HUD Citizen Participation Plan
2. Updates to the Analysis of Impediments to Fair Housing Choice
3. HUD Consolidated Plan

HUD regulations and best practices recommend that the Citizen Participation Plan should be completed first to ensure that the City of Cumberland is well poised to create an inclusive and meaningful community engagement plan to inform both the Analysis of Impediments and the Consolidated Plan. While most consulting firms propose the minimum required community engagement, Ochoa Urban Collaborative provides expert facilitation of interviews, focus groups, and public meetings. Ochoa Urban Collaborative will be leading this effort.

HUD also requires that the Analysis of Impediments should inform the HUD Consolidated Plan. While the team understands that the City of Cumberland is seeking an update to the Analysis of Impediments (AI), our approach is to collect the data for the both the AI and the market analysis for the HUD Consolidated Plan to provide the best picture of changes in demographics, housing policies, local zoning, and fair

housing practices as well as analyzing any racially and ethnically concentrated areas of poverty, patterns of segregation, and disparities in opportunity.

With the best available national and local data, maps, and feedback gleaned from community engagement, the City of Cumberland will be best poised to create a HUD Consolidated Plan that includes priorities and recommend CDBG activities that best reflect the needs of the community. Partners for Economic Solutions will lead the data collection and analyses while Ochoa Urban Collaborative will work with city staff to make recommendations for eligible CDBG activities as well as write all corresponding sections of the HUD Consolidated Plan.

A timeline and budget are included at the end of this proposal.

### **Detailed Scope of Work**

The following is a detailed description of how the project team will complete the scope of work as described in the City of Cumberland's RFP.

Ochoa Urban Collaborative (OUC) will be responsible for ensuring all sections of the Consolidated Plan are completed per IDIS following the requirements in *The eCon Planning Suite: A Desk Guide for Using IDIS to Prepare the Consolidated Plan, Annual Action Plan, and CAPER/PER* Published by the U.S. Department of Housing and Urban Development as amended.

### **Consolidated Plan**

#### **ES-05 Executive Summary -24 CFR 91.200 (c), 91.220(b)**

Toward the end of the Consolidated Plan drafting process, OUC will draft a summary of objectives and outcomes identified in the Plan Needs Assessment Overview.

#### **NA-05 Needs Assessment**

Based on the data and information collected, OUC will draft a Needs Assessment Overview.

#### **NA-10 Housing Needs Assessment-24 CFR 91.205 (a,b,c)**

Partners for Economic Solutions will prepare the Summary of Housing Needs based upon completed Tables 5, 6, 7, 8, 9, 10, 11 & 12. PES will also answer the eight questions on page 11 and will complete Table 12 - Crowding Information with the most recent data available.

#### **NA-15 Disproportionately Greater Need: Housing Problems-91.205 (b)(2)**

PES will complete Tables 13, 14, 15, & 16 and assess the need of any racial or ethnic group that has disproportionate housing problems in comparison to the overall housing problems identified. OUC will draft an introduction and discussion on groups with disproportionately greater needs based upon identified housing problems.

**File Attachments for Item:**

. Order 27,619 - awarding an increment of the Choose Cumberland Relocation Package grant to Keisha J. Banks in an amount not to exceed \$20,000 per individual, utilizing grant funds received from the Maryland Department of Housing and Community Development

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

ORDER NO. 27,619

DATE: December 17, 2024

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

**THAT**, an increment of the Choose Cumberland Relocation Program funds be and are hereby approved for distribution to the individuals listed in an amount not to exceed Twenty Thousand Dollars and No Cents (\$20,000.00) per individual; and

**BE IT FURTHER ORDERED THAT**, this program utilizes grant funds previously received from the Maryland Department of Housing and Community Development and requires the grantees to meet the program requirements specified in the attached document.

- Keisha J. Banks

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**Raymond M. Morriss, Mayor**

# Council Agenda Summary

**Meeting Date:** 12/17/2024

**Key Staff Contact:** Ruth Davis - Rogers

**Item Title:** Choose Cumberland Relocation Package

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

*Additional finalist for the Choose Cumberland Relocation Package*

**Award:** Community Legacy-2024-Cumberland-00226

*Choose Cumberland Relocation and Renovation Package*

**Amount of Award:** \$100,000

**First round of Finalists (one award per household/family):**

- Keisha J. Banks

**File Attachments for Item:**

. Order 27,620 - accepting the proposal from Roblee Historic Preservation, LLC for the City of Cumberland Downtown National Register Historic District Update in the amount not to exceed \$18,790

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

ORDER NO. 27,620

DATE: December 17, 2024

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

**THAT**, the proposal from Roblee Historic Preservation, LLC, 2 South Street, Suite 406, Auburn, NY 13021, for the update to the City of Cumberland Downtown National Register Historic District, be and is hereby approved in the not to exceed amount of Eighteen Thousand Seven Hundred Ninety Dollars and No Cents (\$18,790.00).

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**Raymond M. Morriss, Mayor**

Budget: Grant funds awarded through MHT CLG Grant, \$25,000

| Bidder                                  | Bid Amount      |
|-----------------------------------------|-----------------|
| Environmental Design                    | \$25,000        |
| JMT, Inc.                               | \$24,998        |
| Chronicle Heritage                      | \$24,828        |
| <b>Roblee Historic Preservation LLC</b> | <b>\$18,790</b> |

# Council Agenda Summary

**Meeting Date: 12/17/24**

**Key Staff Contact: Ruth Davis – Rogers**

**Item Title: Consultant selected for the City of Cumberland Downtown National Register Historic District Update**

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

*The National Historic Preservation Act of 1966 authorizes the Secretary of the Interior to expand and maintain a National Register of Historic Places by being able to amend National Register districts.*

*To be an effective tool the National Register should be kept up to date*

*Older nominations, especially those from the earliest decades of the program, are often deficient by today's standards. In many cases boundaries are ill defined, descriptions are vague, or resource inventories are lacking. Potential additional criteria, areas of significance, or periods of significance may have been overlooked. In some situations, properties may have changed since their initial listing. Nomination documentation for a listed property may be amended to more accurately present a properties historic significance, physical characteristics and condition.*

*Due to the fact more State and Federal grant applications are being applied for by Cumberland property owners, it has been brought to my attention that many of our National Register Districts are outdated, and because of this, new applications for financial incentives are difficult to review.*

*A Certified Local Government Grant was applied for, and awarded, by the Maryland Historical Trust, in the amount of \$25,000 to update the downtown National Register district in the spring of 2024.*

*An RFP was issued for a consultant to conduct the update, of which five proposals were received. Roblee Historic Preservation's proposal came in as the most experienced for this task and under budget. The Maryland Historical Trust reviewed it and approved.*

**Amount of Award: \$18,790**

**Budget number:**

**Grant, bond, etc. reference:**

**MHT CLG Grant \$25,000; City of Cumberland Downtown National Register Historic District Update**

## ATTACHMENT A

**BID OR PROPOSAL** Bid of \$18,790 to furnish all equipment and to perform all work in accordance with the Specifications relating to a contract for:

### **Downtown Cumberland Historic District Update (1<sup>st</sup> Phase)**

as set forth in the Contract Documents, on which bids will be received until but not after 2:00 p.m., local time, on the **6th** day of **November, 2024** in the office of the **City Clerk**, as set forth in the Invitation for Bids herewithin.

To the Mayor and City Council  
City of Cumberland, Maryland:

In accordance with the advertisement of the City of Cumberland, Maryland, inviting bids for the work herein before named and in accordance with the Specifications now on file in the Office of the City Clerk, Andrew Roblee do/does certify that Roblee Historic Preservation, LLC is/are the only person or persons interested in this bid and that the bid is made without collusion with any persons, firm or corporation; that an examination has been made of the Contract Documents, Specifications and Contract form contained herein, Roblee Historic Preservation, LLC do/ does propose to furnish all necessary services, machinery, equipment, and material specified, and labor in whatever manner and sequence required.

### **Bidder Must Sign**

Company Name: Roblee Historic Preservation, LLC

Signature: 

Address: 2 South St, Suite 406, Auburn, NY 13021

Telephone Number: 315-224-6344

Date: October 21, 2024

**File Attachments for Item:**

. Order 27,621 - declaring certain City-owned property at 411 Central Avenue, 415 Central Avenue and 425 Central Avenue to be surplus and authorizing them for sale

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

**ORDER NO. 27,621**

**DATE: December 17, 2024**

**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. 411 Central Avenue | Tax ID No. 22-002740 |
| 2. 415 Central Avenue | Tax ID No. 22-011782 |
| 3. 425 Central Avenue | Tax ID No. 22-008277 |

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

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**Raymond M. Morriss, Mayor**

**File Attachments for Item:**

1. Letter from the City Clerk advising that the MD State Board of Canvassers certified the 2024 General Election results on December 12, 2024, and that Brian R. Lepley and Eugene T. Frazier, having received the two highest number of votes for the office of Council, are hereby declared nominated and will be sworn into office on January 6, 2025



# CITY OF CUMBERLAND MARYLAND

December 17, 2024

Mayor and City Council  
City Hall  
Cumberland, MD 21502

Dear Mayor and Council Members,

In compliance with Section 10(h)(4) of the City Charter, attached are the results of the Cumberland Municipal General Election held November 5, 2024, as certified by the State Board of Canvassers on December 12, 2024.

According to the results, Brian R. Lepley and Eugene T. Frazier, having received the two highest number of votes for the office of Council, are hereby declared nominated and will be sworn into office on January 6, 2025.

Sincerely,

Allison Layton  
City Clerk

**MAYOR**

RAYMOND M. MORRISS

**COUNCIL**

RICHARD J. CIONI, JR.  
EUGENE T. FRAZIER  
JOSEPH P. GEORGE  
LAURIE P. MARCHINI

**CITY ADMINISTRATOR**

JEFFREY F. SILKA, ICMA-CM

**CITY SOLICITOR**

MICHAEL SCOTT COHEN

**CITY CLERK**

ALLISON LAYTON



MEMBER MARYLAND  
MUNICIPAL LEAGUE (MML)

57 N. LIBERTY STREET, CUMBERLAND, MD 21502 [www.cumberlandmd.gov](http://www.cumberlandmd.gov)  
VOICE (301)722-2000 • FAX (301)759-6438 • TDD (800)735-2258

By Canvass

Presidential General Election  
 Allegany County, Maryland  
 November 5, 2024

OFFICIAL RESULTS

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|                           | TOTAL VOTES | %      | EV    | ED     | MIB1  | PROV  | MIB2 |
|---------------------------|-------------|--------|-------|--------|-------|-------|------|
| PRECINCTS COUNTED (OF 30) | 30          | 100.00 |       |        |       |       |      |
| REGISTERED VOTERS - TOTAL | 43,446      |        |       |        |       |       |      |
| BALLOTS CAST - TOTAL      | 32,368      |        | 7,206 | 18,205 | 5,352 | 1,497 | 108  |
| BALLOTS CAST - BLANK      | 2           | .01    | 0     | 0      | 2     | 0     | 0    |
| VOTER TURNOUT - TOTAL     |             | 74.50  |       |        |       |       |      |
| VOTER TURNOUT - BLANK     |             |        |       |        |       |       |      |

President and Vice President of the United States  
 (VOTE FOR) 1

|                             |        |       |       |        |       |       |     |
|-----------------------------|--------|-------|-------|--------|-------|-------|-----|
| Harris-Walz (DEM)           | 9,231  | 28.72 | 1,752 | 4,032  | 2,740 | 641   | 66  |
| Trump-Vance (REP)           | 22,141 | 68.90 | 5,328 | 13,628 | 2,355 | 793   | 37  |
| Oliver-ter Maat (LIB)       | 130    | .40   | 16    | 86     | 21    | 5     | 2   |
| Stein-Ware (GRN)            | 136    | .42   | 24    | 71     | 30    | 10    | 1   |
| Kennedy, Jr.-Shanahan (UNF) | 363    | 1.13  | 47    | 207    | 87    | 22    | 0   |
| WRITE-IN                    | 136    | .42   | 9     | 76     | 37    | 13    | 1   |
| Total                       | 32,137 |       | 7,176 | 18,100 | 5,270 | 1,484 | 107 |
| Over Votes                  | 59     |       | 5     | 15     | 28    | 10    | 1   |
| Under Votes                 | 172    |       | 25    | 90     | 54    | 3     | 0   |

## U.S. Senator

(VOTE FOR) 1

|                         |        |       |       |        |       |       |     |
|-------------------------|--------|-------|-------|--------|-------|-------|-----|
| Angela Alsobrooks (DEM) | 7,396  | 23.55 | 1,486 | 3,089  | 2,251 | 510   | 60  |
| Larry Hogan (REP)       | 21,811 | 69.44 | 5,040 | 13,222 | 2,671 | 839   | 39  |
| Mike Scott (LIB)        | 2,100  | 6.69  | 431   | 1,362  | 217   | 88    | 2   |
| WRITE-IN                | 104    | .33   | 32    | 55     | 14    | 2     | 1   |
| Total                   | 31,411 |       | 6,989 | 17,728 | 5,153 | 1,439 | 102 |
| Over Votes              | 7      |       | 1     | 3      | 2     | 0     | 1   |
| Under Votes             | 950    |       | 216   | 474    | 197   | 58    | 5   |

## Representative in Congress (6) Congressional District 6

(VOTE FOR) 1

|                             |        |       |       |        |       |       |    |
|-----------------------------|--------|-------|-------|--------|-------|-------|----|
| April McClain Delaney (DEM) | 9,785  | 32.05 | 1,850 | 4,642  | 2,791 | 441   | 61 |
| Neil C. Parrott (REP)       | 20,668 | 67.70 | 5,058 | 12,708 | 2,269 | 603   | 30 |
| WRITE-IN                    | 78     | .26   | 16    | 47     | 10    | 4     | 1  |
| Total                       | 30,531 |       | 6,924 | 17,397 | 5,070 | 1,048 | 92 |
| Over Votes                  | 7      |       | 1     | 4      | 1     | 1     | 0  |
| Under Votes                 | 1,830  |       | 281   | 804    | 281   | 448   | 16 |

## Justice, Supreme Court of Maryland (3)

Appellate Circuit 3

(VOTE FOR) 1

|                            |        |       |       |        |       |     |    |
|----------------------------|--------|-------|-------|--------|-------|-----|----|
| Yes Matthew J. Fader (JUD) | 20,683 | 80.47 | 4,521 | 12,193 | 3,231 | 698 | 40 |
| No Matthew J. Fader (JUD)  | 5,020  | 19.53 | 1,208 | 2,904  | 696   | 196 | 16 |
| Total                      | 25,703 |       | 5,729 | 15,097 | 3,927 | 894 | 56 |
| Over Votes                 | 6      |       | 2     | 1      | 3     | 0   | 0  |
| Under Votes                | 6,659  |       | 1,475 | 3,107  | 1,422 | 603 | 52 |

## Judge, Appellate Court of Maryland At Large

(VOTE FOR) 1

|                            |        |       |       |        |       |       |    |
|----------------------------|--------|-------|-------|--------|-------|-------|----|
| Yes Anne K. Albright (JUD) | 20,541 | 79.23 | 4,393 | 11,820 | 3,339 | 941   | 48 |
| No Anne K. Albright (JUD)  | 5,385  | 20.77 | 1,316 | 3,224  | 609   | 219   | 17 |
| Total                      | 25,926 |       | 5,709 | 15,044 | 3,948 | 1,160 | 65 |
| Over Votes                 | 8      |       | 3     | 1      | 4     | 0     | 0  |
| Under Votes                | 6,434  |       | 1,494 | 3,160  | 1,400 | 337   | 43 |

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|                                                                 | TOTAL VOTES | %     | EV     | ED     | MIB1  | PROV  | MIB2 |
|-----------------------------------------------------------------|-------------|-------|--------|--------|-------|-------|------|
| Judge, Appellate Court of Maryland At Large<br>(VOTE FOR) 1     |             |       |        |        |       |       |      |
| Yes Kevin F. Arthur (JUD) . . . . .                             | 20,138      | 79.08 | 4,333  | 11,671 | 3,211 | 876   | 47   |
| No Kevin F. Arthur (JUD) . . . . .                              | 5,327       | 20.92 | 1,285  | 3,118  | 646   | 264   | 14   |
| Total . . . . .                                                 | 25,465      |       | 5,618  | 14,789 | 3,857 | 1,140 | 61   |
| Over Votes . . . . .                                            | 7           |       | 1      | 5      | 0     | 0     | 1    |
| Under Votes . . . . .                                           | 6,896       |       | 1,587  | 3,411  | 1,495 | 357   | 46   |
| Judge, Appellate Court of Maryland At Large<br>(VOTE FOR) 1     |             |       |        |        |       |       |      |
| Yes Andrea M. Leahy (JUD) . . . . .                             | 20,058      | 78.95 | 4,273  | 11,576 | 3,251 | 908   | 50   |
| No Andrea M. Leahy (JUD) . . . . .                              | 5,347       | 21.05 | 1,334  | 3,183  | 592   | 224   | 14   |
| Total . . . . .                                                 | 25,405      |       | 5,607  | 14,759 | 3,843 | 1,132 | 64   |
| Over Votes . . . . .                                            | 1           |       | 0      | 0      | 1     | 0     | 0    |
| Under Votes . . . . .                                           | 6,962       |       | 1,599  | 3,446  | 1,508 | 365   | 44   |
| Board of Education<br>(VOTE FOR) 2                              |             |       |        |        |       |       |      |
| Crystal M. Bender . . . . .                                     | 14,876      | 32.47 | 3,512  | 8,752  | 2,152 | 431   | 29   |
| Tammy Fraley . . . . .                                          | 12,227      | 26.69 | 2,827  | 6,861  | 2,173 | 342   | 24   |
| Max Green . . . . .                                             | 13,625      | 29.74 | 3,030  | 8,027  | 2,120 | 416   | 32   |
| Gerry LaFemina . . . . .                                        | 4,847       | 10.58 | 1,051  | 2,574  | 1,056 | 153   | 13   |
| WRITE-IN . . . . .                                              | 238         | .52   | 54     | 137    | 34    | 13    | 0    |
| Total . . . . .                                                 | 45,813      |       | 10,474 | 26,351 | 7,535 | 1,355 | 98   |
| Over Votes . . . . .                                            | 62          |       | 10     | 26     | 22    | 2     | 2    |
| Under Votes . . . . .                                           | 18,861      |       | 3,928  | 10,033 | 3,147 | 1,637 | 116  |
| Council - City of Cumberland Municipalities CU9<br>(VOTE FOR) 2 |             |       |        |        |       |       |      |
| Eugene Thomas Frazier . . . . .                                 | 3,683       | 30.90 | 1,051  | 1,634  | 915   | 72    | 11   |
| Brian Richard Lepley . . . . .                                  | 3,944       | 33.09 | 1,193  | 2,055  | 610   | 76    | 10   |
| Laurie Peskin Marchini . . . . .                                | 2,738       | 22.97 | 760    | 1,120  | 787   | 60    | 11   |
| D. A. Tinnen . . . . .                                          | 488         | 4.09  | 147    | 200    | 122   | 16    | 3    |
| Simeon Leonard Younger . . . . .                                | 1,065       | 8.94  | 263    | 561    | 210   | 28    | 3    |
| Total . . . . .                                                 | 11,918      |       | 3,414  | 5,570  | 2,644 | 252   | 38   |
| Over Votes . . . . .                                            | 20          |       | 0      | 12     | 8     | 0     | 0    |
| Under Votes . . . . .                                           | 4,400       |       | 1,148  | 2,004  | 894   | 314   | 40   |
| Question 1<br>(VOTE FOR) 1                                      |             |       |        |        |       |       |      |
| For the Constitutional Amendment. . . . .                       | 16,783      | 55.19 | 3,111  | 9,084  | 3,525 | 1,010 | 53   |
| Against the Constitutional Amendme . . . . .                    | 13,625      | 44.81 | 3,689  | 8,198  | 1,373 | 339   | 26   |
| Total . . . . .                                                 | 30,408      |       | 6,800  | 17,282 | 4,898 | 1,349 | 79   |
| Over Votes . . . . .                                            | 14          |       | 1      | 10     | 3     | 0     | 0    |
| Under Votes . . . . .                                           | 1,946       |       | 405    | 913    | 451   | 148   | 29   |