



Mayor and City Council of Cumberland

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

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

AGENDA

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

DATE: August 20, 2024

OPEN SESSION – 6:15 P.M.

Pledge of Allegiance

Roll Call

Presentations

1. Presentation of the 2024 Let's Beautify Cumberland Blue Ribbon Award Winners

Director's Reports

(A) Administrative Services

1. Administrative Services Monthly Report for July 2024

(B) Public Works

1. Maintenance Division Monthly Report for July 2024

(C) Fire

1. Fire Department Activity Monthly Report for July 2024

(D) Police

1. Police Department Monthly Report for July 2024

Approval of Minutes

1. Approval of the Open Work Session and Regular Public Minutes from August 5, 2024

Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

Unfinished Business

(A) Ordinances

- [1.](#) Ordinance 3991 (*2nd and 3rd readings*) - enacting Section 11-115 of the Code of the City of Cumberland pertaining to the prohibition against the smoking of tobacco and cannabis and the use of smokeless tobacco within the right of way of Baltimore Street between its intersections with the East side of Mechanic Street and the West side of Queen City Drive
- [2.](#) Ordinance 3992 (*2nd and 3rd readings*) - enacting Section 15-55 of the Code of the City of Cumberland pertaining to the waiver of the ban against the use of alcohol in City Parks and Parklets for pavilion use and special events in Constitution Park, and granting the Director of Parks and Recreation the power to issue permits for the said waiver

New Business

(A) Resolutions

- [1.](#) R2024-05 (*1 reading only*) - declaring the official intent of the Mayor and City Council of Cumberland to reimburse expenditures paid with respect to projects generally identified as police vehicles, 45' lift, skid steer, fire engine, tack tank, paver, roller and ammonia gas modification from proceeds of "Reimbursement Bonds" in accordance with U.S. Treasury Regulation Section 1.150-2

(B) Orders (Consent Agenda)

- [1.](#) Order 27,536 - authorizing the Chief of Police to accept the FY25 Community Grant in the amount of \$25,000 which will be utilized to provide funding for personnel and program supplies for officers to attend community events and conduct neighborhood foot and bike patrols
- [2.](#) Order 27,537 - authorizing the Chief of Police to accept the FY25 Warrant Apprehension & Absconding Grant in the amount of \$30,000, which will be utilized to purchase equipment and supplies to assist with reducing the number of open warrants, especially warrants for violent crimes
- [3.](#) Order 27,538 - accepting a State and Local Cybersecurity Grant Program (SLCGP) award in the amount of \$37,296 for the project titled, "Purchase and Implementation of Water/Wastewater External IC's" to purchase replacement endpoint devices for our SCADA and water systems networks
- [4.](#) Order 27,539 - accepting a Project Restore 2.0 grant from the MD Department of Housing and Community Development (DHCD) in the amount of \$300,000 for the purpose of being distributed to sub-grant recipients for use in revitalizing downtown buildings owned by the sub-applicants
- [5.](#) Order 27,540 - lifting the provisions of Section 11-113 of the City Code to allow open containers of alcohol within a defined area for the "Rock the Block" event on October 12, 2024 from 11:00 a.m. and ending at 9:00 p.m.; notwithstanding, that open glass containers shall not be permitted

- [6.](#) Order 27,541 - authorizing the execution of an Outdoor Dining Lease Agreement with Pepper in a Bottle (DBA Sabroso Tacos), Ristorante Ottaviani, L.L.C. and Ottaviani's Tasting Room, L.L.C., for the use of the public right of way immediately in front of and adjacent to the property for outside cafe dining for a term effective August 20, 2024 through October 31, 2025
- [7.](#) Order 27,542 - authorizing the abatement of taxes and interest for three City-owned properties at 445 Waverly Terrace, 424 Cumberland Street and 212 Baltimore Avenue
- [8.](#) Order 27,543 - declaring certain City-owned property located on Brookfield Avenue, Portion of Lot 1 in Block 28 to be surplus and authorizing it for sale
- [9.](#) Order 27,544 - accepting the proposal from MERJE to develop a wayfinding master plan for the City of Cumberland in the amount not to exceed \$44,990, and rejecting all other proposals received for this project
- [10.](#) Order 27,545 - accepting the sole source purchase of public works software as a service from iWorQ Systems for a web-based work flow management program which allows the Public Works Departments to track and manage work and assets under one system in an amount not to exceed \$38,000 a year for three years
- [11.](#) Order 27,546 - approving the sole source purchase from Frostburg Rental and Sales for a Haulotte 45' Lift in the not to exceed amount of \$39,916.65
- [12.](#) Order 27,547 - accepting the proposal from Whitman, Requardt and Associates, LLP for the WRF Biosolids Study to review operations at the Heating Drying Facility (City Project 2023-18-WRF) in the amount not to exceed \$39,483.60
- [13.](#) Order 27,548 - authorizing the execution of Change Order No. 1 with Triton Construction, for the installation of sprinkler and fiber taps after the fact to certain Baltimore Street properties during the Baltimore Street Access Project, (12-16-M), in the amount of \$6,130.16, bringing the new contract price not to exceed \$54,985.16
- [14.](#) Order 27,549 - accepting the proposal from Shaffer Construction to provide mill, patch and paving work on Marion Street and Weber Street (City Project 2024-11-PVG) in the amount not to exceed \$36,088.50
- [15.](#) Order 27,550 - authorizing the execution of Change Order No. 4 with Triton Construction for additional time and work including additional fiber conduit and handhole boxes on all side streets, for the Baltimore Street Access Project (City Project 12-16-M), in the amount of \$17,459.80, bringing the new contract value to \$14,920,120.74
- [16.](#) Order 27,551 - accepting the bid from Laurel Auto Group Inc. for four (4) 2024 Ford Interceptor vehicles, including upfit, at a cost of \$55,789.26 per vehicle for a total cost of \$223,157.04

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Administrative Services Monthly Report for July 2024

Administrative Services Monthly Report for July, 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 June, 2024.

Information Technology Department

July 2024

Johnna Byers, Director

Statistics

209 new help desk requests
189 help desk requests resolved

Activities

Major department initiatives in the past month include:

- Assist with Annual/Semi-Annual and Special Property Tax billing
- Continue Active Directory migration project
- Assist with police mobile data terminal issues
- Assist with Time and Attendance HR Project (including new time clock at Const. Park)
- Assist workforce with remote working questions/issues

Parks and Recreation

July 2024

Ryan Mackey, Director

Meetings attended:

- National Night Out Planning Meeting
- Specials Events Committee x3
- Preconstruction meeting with MDE for Constitution Trail Project

Events:

- Fireworks went off without issue
- Pavilions Rented, 24
- Field Usage Ending for summer. Fall events starting
- Deal days at the pool
- Day Camp in session
- Trail project started with groundbreaking
- Sunday in the Park concert series
- Began working on Bowers field to improve it for football

Upcoming:

- NNO Aug 5th at the pool with movie night
- Community Parks and Playground Grant due Aug 21st
- Fall sports kicking off
- BMX State race Aug 9 and 10
- More deal days at the pool
- Park Project discussions

Community Development Report

July 2024

Kevin Thacker, Code Compliance Manager

Noted Activity:

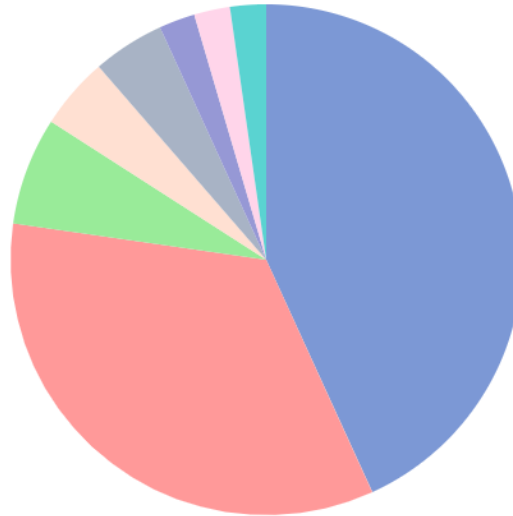
- 321 Pennsylvania Ave - \$1,100,000.00 new build of 9 - unit residential condominium.
- 739 Park St - \$608,000.00 interior remodel of existing Martin's Grocery Store.
- 40 N. Centre St. - \$45,000.00 for remodel.
- 9 Offutt St. - \$25,000.00 demolition of former bar/tavern.
- Applications for 3 Home Rehabilitation Grants were received

Issued permit for

Code Enforcement Activity:

76 new cases received – 30 of those are still open
44 violations were found
46 cases have been resolved

Open Date From: 07/01/2024
Open Date To: 07/31/2024



Violations by Violation Type			
	Dwellings, yards and lots to be kept clean	19	43.2%
	Cutting of weeds	15	34.1%
	Duties of owner and operator	3	6.8%
	Licensing of rental dwelling units	2	4.5%
	Order to vacate	2	4.5%
	Standards for good repair and safe condition	1	2.3%
	(10) Truck and vehicle parking requirements	1	2.3%
	Dog or cat owners to remove feces	1	2.3%

Permits/Reviews & Rental Licenses:

00 Total Permits/Reviews were issued
00 Rental Inspections were completed

Building		Miscellaneous		Occupancy		Signage	
Residential	2	Residential	6	Residential	0	Residential	0
Commercial	1	Commercial	7	Commercial	3	Commercial	2
Electrical		Plumbing		Utility		Demolition	
Residential	4	Residential	2	Residential	1	Residential	0
Commercial	2	Commercial	2	Commercial	0	Commercial	1
Public ROW		Rental Licenses		Rental Inspections			
Residential	3	Residential	975	Residential	40	Residential	0
Commercial	0			Failed	1	Commercial	0
Plans, Reviews, Amendments and Appeals (ZA, RPR, SPR, ZMA, ZTA, SRA)				Certificates of Appropriateness			
SPR Issued				Issued			
1				Request for Change/Amendment			
				Issued			
				0			

Revenue from 'Issued' Permits/Reviews:

Building Permits	\$3,888.00
Miscellaneous Permits	105.00
Occupancy Permits	0.00
Sign Permits	83.00
Utility Permits	1276.00
Plan reviews, Amendments & appeals	100.00
Zoning Classification Détermination (info request)	0.00
Municipal Infractions (citations)	0.00
Certificates of appropriateness	31.00
Rental Licenses (new & renewals	64,425.00
Paid Rental Inspection Requests	0.00

TOTAL\$69,908.00

Demolition Bonds Collected\$1500.00

COMMUNITY DEVELOPMENT PROGRAMS:

Lee Borrer, Senior Community Development Specialist

Community Development Block Grant (CDBG) Monthly Activity	End June 2024 Final Report	Original Budget	Lifetime Funds Exp	Remaining Balance
Baltimore Street Redesign	2020	\$402,700.00	\$402,700.00	\$0.00
AYEPS Youth Center Facil Rehab	2020	\$4,753.75	\$4,364.49	\$389.26
2020 Grant Totals		\$407,453.75	\$407,064.49	\$389.26
(May 2 amend) incr. Long Term Prescript	2021	\$2,068.98	\$2,068.98	\$0.00
(May 2 amend) YMCA Trans Shelter 3 fl floor	2021	\$56,642.48	\$53,491.00	\$3,151.48
2021 Grant Totals		\$58,711.46	\$55,559.98	\$3,151.48
Balt Street Redesign	2022	\$188,384.50	\$106,711.10	\$81,673.40
AYEP Youth Center Rehab	2022	\$10,000.00	\$9,337.93	\$662.07
2022 Constitution Park Trail (Admin Feb 20 amend)	2022	\$9,246.89	\$0.00	\$9,246.89
Gilchrist Security for Transi Housing	2022	\$30,820.00	\$30,708.00	\$112.00
2022 Grant Totals	2022	\$238,451.39	\$146,757.03	\$91,694.36
AYEPS Youth Center Facil Rehab	2023	\$20,000.00	\$19,875.00	\$125.00
Admin	2023	\$117,000.00	\$64,705.32	\$52,294.68
Ind Cost	2023	\$12,000.00	\$5,671.00	\$6,329.00
FH	2023	\$11,000.00	\$5,848.87	\$5,151.13
YMCA Gil Trans Shelter Ext Elect/Safe/Cam	2023	\$124,935.00	\$0.00	\$124,935.00
FAI ALU Roof	2023	\$18,026.00	\$0.00	\$18,026.00
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
PHA JFV Sidewalk Imps (Feb 20 amend)	2023	\$71,126.00	\$71,126.00	\$0.00
FCRC Domestic Violence IPV classes	2023	\$20,500.00	\$20,500.00	\$0.00
Targ City Foot/Bike Patrols	2023	\$4,960.00	\$4,960.00	\$0.00
YMCA Food Trans Shelter	2023	\$8,000.00	\$8,000.00	\$0.00
Constitution Park Trails	2023	\$303,000.00	\$88,043.72	\$214,956.28
2023 Grant Totals		\$799,982.00		\$505,610.09
			Total All Yrs	\$600,845.19
June 2024 CDBG Report	8/2/24			
Balances:	Year	IDIS grant rpt		
\$389.26	2020			
\$3,151.48	2021			
\$91,694.36	2022			
\$55.04	2022 PI	\$91,749.40		
\$505,610.09	2023			
\$82,795.64	2020 cv	*change each month		
\$3,540.74	OLD 2021			
\$683,695.87	Total All	20,21,22,23, PI, CV		

**post June 2024 & June Supp Draw.

Regular CDBG-there are 9 activities still underway, 5 construction projects nearing completion from 2023 funds, Baltimore Street Redesign is making progress, and the Constitution Park trails project is underway with a completion date of October 31, 2024. The major activities on the AYEPS youth center have been completed and a bathroom project is expected to expend any remaining funds in each year's allocations. All activities are expected to be completed by December 31, 2024, unless they are unexpended funds that require re-allocation. That will be determined as the CAPER report is being generated.

CDBG-CV funds- balances on the AYEPS youth center, trails project and Constitution Park playground project are expected to be expended by December 31, 2024. There was no activity this month.

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	\$0.00	\$14,153.74
CV Constitution Park Improvements/Playground	\$63,300.40	\$0.00	\$63,300.40
TOTAL CDBG CV BALANCE			\$82,795.64

Historic Planning/Preservation

June 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 June HPC Meeting scheduled for July 17th, 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
- Attainable Housing Mtg.
- State of Maryland HPC Staff Roundtable
- Wills Creek Advisory Board Meeting
- Community Visioning w/Allegany County

Grants, Tax Credits and Section 106 reviews

Administered/managed funding/grants for:

- Cumberland Wayfinding Plan
- Residential Accessibility Improvement Program
- Roof Replacement Program
- Choose Cumberland Relocation Package
- Mid-town Façade Grant
- Conducted Section 106 Reviews (as needed) for various projects.
- Finalized and submitted five DHCD grant projects for FY2025
- Answered questions (as needed) regarding tax incentives from both current and potential building owners.

Human Resources

July 2024

April Howser, HR Officer/Justin Lam, HR Associate

- Administered & Proctored Police Promotional Testing
- Administered Quarterly & Yearly Sick Bonuses
- Updated Employee Contact Information by Department for the Prescription Company Transition
- Assisted with, and Addressed Issues Pertaining to Transition to New Prescription Drug Company
- New Time & Attendance System Implementation

* Helped implement new job position codes for each position

* Helped answer questions and fix minor issues with new system

* Ran payroll export tests with new system mirroring existing system

- Employee Benefit Investigation
- Internal Employee Investigations
- Conducted Employment Interviews
- Administered FMLA & Worker's Comp Programs for City

- Retirement and Employee Milestone Awards
- Administered City's Drug Testing
- Bi-Weekly Payroll
- YMCA Enrollments
- Employee Inquiries & Updates
- Posted and Administered Job Postings on Indeed & City's Website
- Employee Disciplinary Meetings
- Longevity Pay Reports
- Completed Accrual Balance Transfer From FY'24 to FY'25 and Worked with Pay Clerks to Ensure Proper Balances Transfer Over

	31-Jul
Open positions	0
New Hires	1
Retirements	0
Resignations	0
Terminations	0
FMLA	4
Workers Comp	4
Elected Officials	5
FT Employees	244
PT Employees	57
Contractual Employees	5

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

Cash Flow:

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

On July 1, 2024, the City had a cash balance of \$2.8 million (\$2.3 million invested in a value money market program and \$500 thousand participating in a sweep program at First United Bank). Receipts exceeded disbursements by \$8.3 million resulting in a cash balance of \$11.0 million at July 31, 2024 (\$9.5 million invested in a value money market program and \$1.5 million participating in a sweep program at First United Bank).

As of July 31st, the significant tax receivable balances are reflected in the table below.

Taxes receivable (General Fund)						\$ 12,054,613
	Beg Balance	New Billings	Adjustments/ Abatements	Collections	Bad Debt	Ending Balance
FY 2025	\$ -	\$ 10,866,541	\$ -	213,570	\$ -	\$ 10,652,971
FY 2024	947,145	-	-	54,417	-	892,728
FY 2023	346,488	-	-	10,810	-	335,678
FY 2022	37,267	-	-	-	-	37,267
FY 2021	32,922	-	-	-	-	32,922
FY 2020	43,384	-	-	-	-	43,384
FY 2019	11,159	-	-	-	-	11,159
FY 2018	11,226	-	-	-	-	11,226
FY 2017	9,053	-	-	-	-	9,053
FY 2016	8,122	-	-	-	-	8,122
FY 2015	6,815	-	-	-	-	6,815
FY 2014	4,880	-	-	-	-	4,880
FY 2013	2,080	-	-	-	-	2,080
Prior FY's	6,328	-	-	-	-	6,328
	\$ 1,466,869	\$ 10,866,541	\$ -	\$ 278,797	\$ -	\$ 12,054,613

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

Real property (non-owner occupied)	\$6,511,889
Personal Property	0
Real Property (semiannual payments)	4,141,082
Real Property (Half Year)	0
	<u>\$10,652,971</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.

Cash and Investment Summary		
July 31, 2024		
	Cash	Investments
Beginning Balance	\$ 2,797,343	\$ 30,682,175
Add:		
Cash Receipts	9,551,822	2,847,142
Investment Transfer	7,218,914	-
Less:		
Disbursements	8,549,122	3,583,152
Investment Transfer	-	7,218,914
Ending Balance	\$ 11,018,957	\$ 22,727,251
Restricted	\$ 6,645,188	\$ 38,265

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

Restricted Cash

	7/1/2024	Increase	Utilization	7/31/2024
Police Seizures	\$ 79,958	\$ -	\$ -	\$ 79,958
Fire Department Donation	\$ 2,200	\$ -	\$ -	\$ 2,200
Bowers Trust	62,178	1,038	519	62,697
Mason Sports Complex Donation	2,080	-	-	2,080
Infill Development Allegany County	150,000	-	-	150,000
National Opioid Settlement	98,037	15,555	-	113,592
ARPA	-	4,682,836	-	4,682,836
Capital Projects	1,429,539	23,823	11,912	1,441,450
Demolition & Fiscal Agent Bonds	110,375	-	-	110,375
	\$ 1,934,367	\$ 4,723,252	\$ 12,431	\$ 6,645,188

Restricted Investments

	7/1/2024	Increase	Utilization	7/31/2024
DDC	\$ 2	\$ 11	\$ -	\$ 13
ARPA	4,682,835	38,252	4,682,835	38,252
	\$ 4,682,837	\$ 38,263	\$ 4,682,835	\$ 38,265

Increases to ARPA, Capital Projects, Bowers Trust and DDC 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

	7/1/2024	Increase	Utilization	7/31/2024
CDA 2021	2,635,747	-	603,717	2,032,030
CDA 2023	1,464,119	-	-	1,464,119
CDA 2024	2,968,738	-	457,695	2,511,043
	\$ 7,068,603	\$ -	\$ 1,061,412	\$ 6,007,192

CSO Projects

	7/1/2024	Increase	Utilization	7/31/2024
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 2021 \$604K utilization includes \$4K toward City Hall elevator modifications, \$59K toward Baltimore St. Bridge improvements, \$445K toward the fuel station pump replacement, \$26K toward intersection light improvements, \$24K toward McMullen St. Bridge improvements, \$12K toward street improvements, and \$34K for SCADA improvements. CDA 2024 \$458K utilization includes \$4K for SCADA improvements, \$210K for canal rewatering engineering, \$22K for Cole St. valve replacement, \$45K for a Sewer Fund pickup truck, \$90K for two Water Fund pickup trucks, \$45K for a Central Services pickup truck, and \$42K toward police vehicles.

Remaining CDA 2021 funds are primarily allocated to Baltimore Street redevelopment (\$1.3M), fuel pump station (\$33K), City Hall elevator modifications (\$22K), cross connections/hydrants valves (\$36K), 5-ton dump truck (\$196K), Marion Street bridge (\$100K), Baltimore Street bridge (\$109K) and Decatur Street lighting (\$140K). Remaining CDA 2023 funds consist primarily of an ambulance (\$385K), 5-ton dump truck (\$190K), water filtration building design (\$468K), cross connections (\$72K), anaerobic digester (\$75K) and WWTP roof replacements (\$61K). Remaining CDA 2024 funds are primarily allocated to paving (\$990K), sewer lining (\$360K), an ambulance (\$364K), and a water excavator truck (\$210K).

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 July 31, 2024, the City utilized \$15.7 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, 4" to 6" water line replacements and City Hall HVAC replacement.

Available Funding (*as of July 31, 2024*):

Purpose	Awarded	Allocation				
		Budgeted	Allocated Interest Earned	Utilized Interest Earned	Utilized ARPA Budget	Remaining
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						
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		\$ 183,500			\$ 125,615	\$ 57,885
Community Development Property Improvement		\$ 264,960			\$ 210,883	\$ 54,077
Affordable Housing Assistance		\$ 390,516			\$ 247,589	\$ 142,927
Demolition Assistance		\$ 20,000			\$ 20,000	\$ -
Skate Park - Mason Rec Complex		\$ -	\$325,000	\$ 4,618	\$ -	\$ 320,382
Park General Infrastructure		\$ -	\$ 78,164	\$ -	\$ -	\$ 78,164
Constitution Park Trail		\$ -	\$ 71,836	\$ -	\$ -	\$ 71,836
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		\$ 1,415,278	\$272,049	\$ -	\$ 642,603	\$ 1,044,724
Infrastructure Investments						
South End & Industrial Blvd Water Mains		\$ 4,894,228			\$ 2,075,638	\$ 2,818,590
Replace 4" Water Lines with 6" (City-Wide)		\$ 179,224	\$ 31,244	\$ -	\$ 105,037	\$ 105,432
Unallocated		\$ -				\$ -
Unallocated Interest Earned						\$ -
Total:	\$19,595,850	\$19,595,850	\$935,446	\$161,771	\$ 15,675,508	\$ 4,694,017

Purpose	Awarded	Allocation				
		Budgeted	Allocated Interest Earned	Utilized Interest Earned	Utilized ARPA Budget	Remaining
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						
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		\$ 183,500			\$ 117,615	\$ 65,885
Community Development Property Improvement		\$ 264,960			\$ 191,188	\$ 73,772
Affordable Housing Assistance		\$ 390,516			\$ 222,589	\$ 167,927
Demolition Assistance		\$ 20,000			\$ 20,000	\$ -
Skate Park - Mason Rec Complex		\$ -	\$325,000	\$ 4,618	\$ -	\$ 320,382
Park General Infrastructure		\$ -	\$ 78,164	\$ -	\$ -	\$ 78,164
Constitution Park Trail		\$ -	\$ 71,836	\$ -	\$ -	\$ 71,836
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		\$ 1,415,278	\$233,797		\$ 642,603	\$ 1,006,472
Infrastructure Investments						
South End & Industrial Blvd Water Mains		\$ 4,894,228			\$ 1,736,614	\$ 3,157,614
Replace 4" Water Lines with 6" (City-Wide)		\$ 179,224	\$ 31,244		\$ 105,037	\$ 105,432
Total:	\$19,595,850	\$19,595,850	\$897,194	\$161,771	\$ 15,283,789	\$ 5,047,484

Respectfully submitted,

Jeffrey F. Silka
City Administrator

slb

File Attachments for Item:

. Maintenance Division Monthly Report for July 2024

MAINTENANCE DIVISION REPORT JULY 2024

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

Central Services Report

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

Potholes and Citizen Reports

- 65 service requests completed
- 31 streets and 7 alleys repaired

Street Maintenance and Utility Work

- 15 yards of concrete utilized
- 105 tons of asphalt utilized
- Major road repairs on Centre St. and Frederick St.

Arborist Activities

Tree Removal and Pruning

- 7 hazard trees were removed.
- 29 trees were trimmed.
- Resolved and/or addressed 30 tree complaints and tree issues.

Other Arborist Activities

- No Shade Tree Committee meeting this month
- Picked up trash Queen City LBC
- Worked on MDA report to renew pesticide license
- Christmas tree has been found (it's a white spruce)

Street Cleaning Operations

- 32 loads collected
- 23 tons of debris to landfill
- 420 miles of streets swept

Sign Work

- 15 traffic control signs repaired/installed
- 5 street name signs repaired/installed
- 4 handicap signs repaired/replaced
- 2 handicap signs removed/installed

Miscellaneous

- Baltimore Street underpass cleaned 4x
- 4 events for traffic control
- New paving equipment began to arrive; paver is the last piece outstanding

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

Constitution Park

- Park operations continue to be in full swing
- New sound system has been installed at pool
- All public restrooms are open for use seven days a week
- Weekend staffing is in place to support rentals and functions
- 4th of July fireworks went off without any issues

Mason's Sports Complex

- Bathrooms are open to the public Monday – Friday
- All fields are being mowed weekly and game prepped 2x per week
- All fields were aerated
- Bowers Field has been aerated, seeded, top dressed, and is being watered
- in hopes to prep it for the youth football league in the fall
- New soccer goals were purchased and an additional set was donated via
- the Carl Belt Group, Inc.

Parklets

- Mowing contractor continues operations at all outlying greenspace parklets

Miscellaneous

- Spring sports are wrapping up and field conditions are very dry.
- Grass growth has stalled with drought

**FLEET MAINTENANCE
MONTHLY REPORT
JULY 2024**

DEPARTMENT	REPAIRS
Central Services	11
Community Development	4
DDC	0
Engineering	0
Fire	19
Fleet Maintenance	8
Flood	0
MPA	0
P & R Maintenance	8
Police	30
Public Works	1
Sewer	9
Snow Removal	0
Street Maintenance	50
Water Distribution	14
WFP	0
WWTP	0
In House Fleet Maintenance Projects	6
Scheduled Preventative Maintenance	12
Field Service Calls	5
Total Fleet Maintenance Projects	177
Total Repair Orders Submitted	12
Fleet Maintenance Risk Management Claims	0

**CENTRAL SERVICES
MONTHLY REPORT
JULY 2024**

- **City Hall:** Replaced toilet in the Finance area bathroom. Replaced the ceiling tiles and carpet in the Comptroller's office and some in the Finance office that were damaged. Fixed the carpet in the Tax & Utility area where they moved the fan coil unit.
- **Municipal Service Center:** Replaced the lights in the training room with new LED 2x4 flat panel. Had the heat pump compressor replaced at the Water Department that was locked up. Replaced the filters on the HVAC equipment. Cleaned the gutters on the Water Department and Flood Departments sides, PMs on all the garage doors (Check for frayed cables, bad rollers, lose hinges and greaser).
- **Public Safety Building:** Removed one of the boiler hot water circulator pumps and a chilled water pump to be repaired by the motor shop. Responded to PSB for a power outage on the second floor that occurred after hours. Had Simplex replace smoke detector in the lobby. Installed temporary portable A/C in some of the offices in police and Fire. Checked on the water heater, had to be relit because of possible air in the gas system.
- PMs on all the garage doors (Check for frayed cables, bad rollers, loose hinges and greaser).
- **Fire Stations #2:** Maintenance on the garage door. Checked the boiler and oiled the circulating pumps. Checked on the sump pump.
- **Downtown Area & Mall:** Set stage up and cleaned up after Friday after 5. Put the street light pole and new break away back up on Queen City Dr. down towards the Viaduct. Repaired the fence at the end of McMullan Bridge that had been damaged.
- **Parks:** Installed a new PA-speaker system at the Park Pool, 6 new speakers and a new amp. Had to replace the amp, which was the wrong one the first time. Replaced the wall switch in the Grove 6 area bathroom that someone tried to steal.
- **Traffic and Street Lights:** Reported 13 street lights for the power company to repair. Reset traffic lights in flash at Maryland and Williams. Preventive Maintenance on all 21 traffic cabinets, (vacuum the cabinets, dust and wipe off equipment, check that the cooling fans are working.)
- Load tested generators. July 25, 2024
- Monthly Safety Meeting – July 23, 2024
- PMs on all the pumps and motors at PSB, City Hall and MSC

File Attachments for Item:

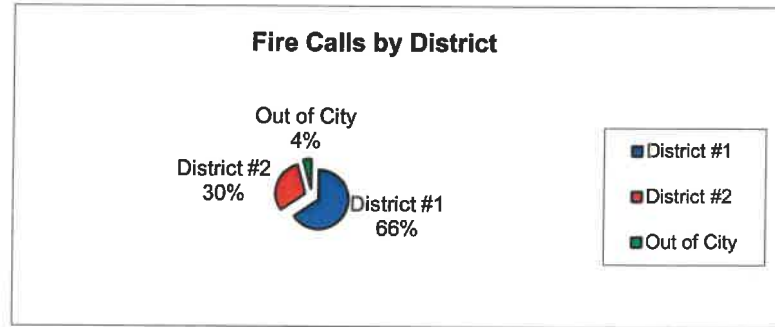
. Fire Department Activity Monthly Report for July 2024

REPORT OF THE FIRE CHIEF FOR THE MONTH OF JULY, 2024
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 139 Fire Alarms:

Responses by District:

District #1	91
District #2	42
Out of City	6
	<u>139</u>



Number of Alarms:

First Alarms Answered 139

Calls Listed Below:

Property Use:	
Public Assembly	3
Educational	0
Institutional	8
Residential	74
Stores and Offices	6
Storage	3
Manufacturing	1
Basic Industry/Utility	1
Special Properties	43
	<u>139</u>

Type of Situation:

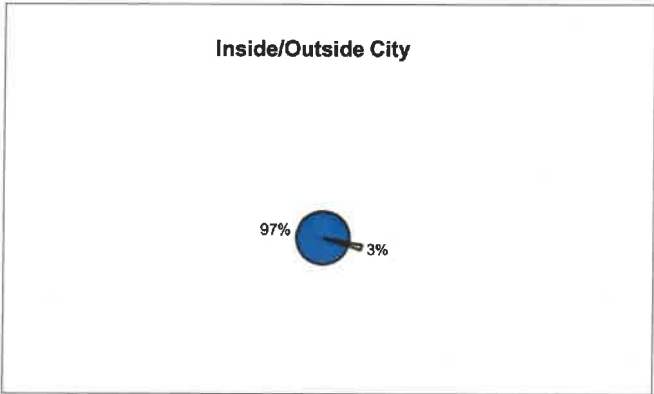
Fire or Explosion	8
Overpressure, Rupture	3
Rescue Calls	66
Hazardous Conditions	9
Service Calls	8
Severe Weather	0
Good Intent Calls	23
False Calls	22
	<u>139</u>

Total Fire Service Fees Billed by Medical Claim-Aid for the Month of July:	\$0.00
Total Fire Service Fees Billed by Medical Claim-Aid in FY2024 to date:	\$20,680.00
Fire Service Fees Paid in July:	\$500.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$500.00
All Fire Service Fees for Fire Calls Paid in FY2025:	\$500.00

Fire Service Fees for Inspections and Permits Billed in July:	\$400.00
Fire Service Fees for Inspections and Permits Paid in July:	\$150.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$150.00

Cumberland Fire Department Responded to 545 Emergency Medical Calls:

In City Calls	527
Out of City Calls	<u>18</u>
Total	545



Total Ambulance Fees Billed by Medical Claim-Aid in July: \$174,314.81

Ambulance Fees Billed FY2024 to Date: \$2,110,926.67

Ambulance Fees Billed FY2025 to Date: \$10,802.50

Ambulance Fees Paid:

Ambulance Fees Paid in July 2024: \$108,694.86

Cumberland Fire Department provided 2 Paramedic Assist Calls:

0 Paramedic assist calls within Allegany County	
<u>2 Paramedic assist calls outside of Allegany County</u>	
2	
Ridgeley, WV VFD	<u>2</u>
	2

Cumberland Fire Department provided 16 Mutual Aid Calls:

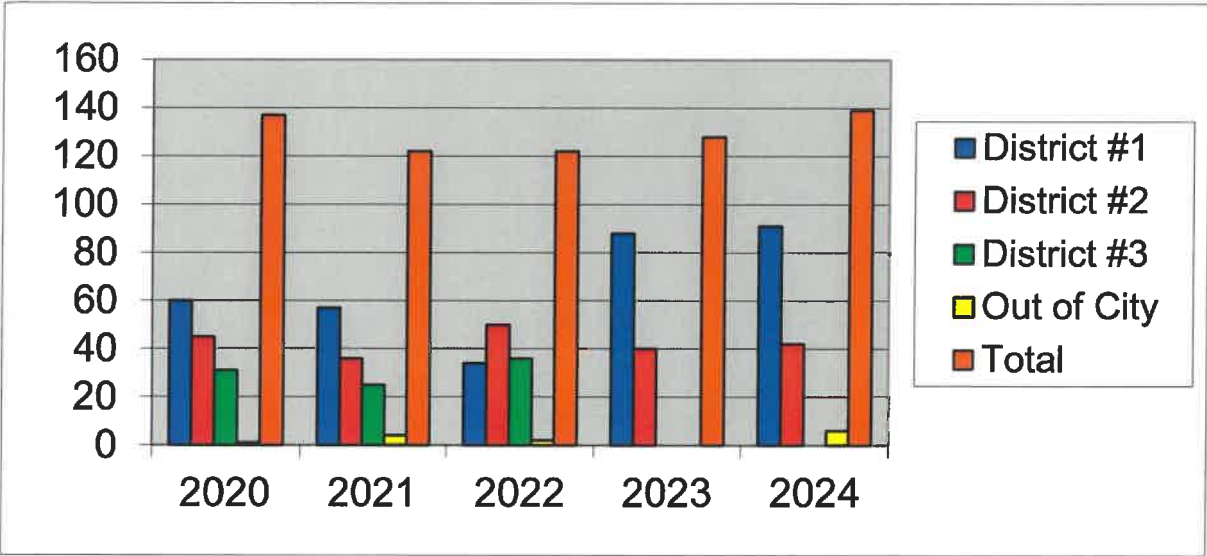
8 Mutual Aid calls within Allegany County	
<u>8 Mutual Aid calls outside of Allegany County</u>	
16	

Allegany County DES	1
Bowman's Addition VFD	1
Cresaptown VFD	4
Flintstone VFD	<u>2</u>
	8

Ridgeley, WV VFD	7
Wiley Ford, WV VFD	<u>1</u>
	8

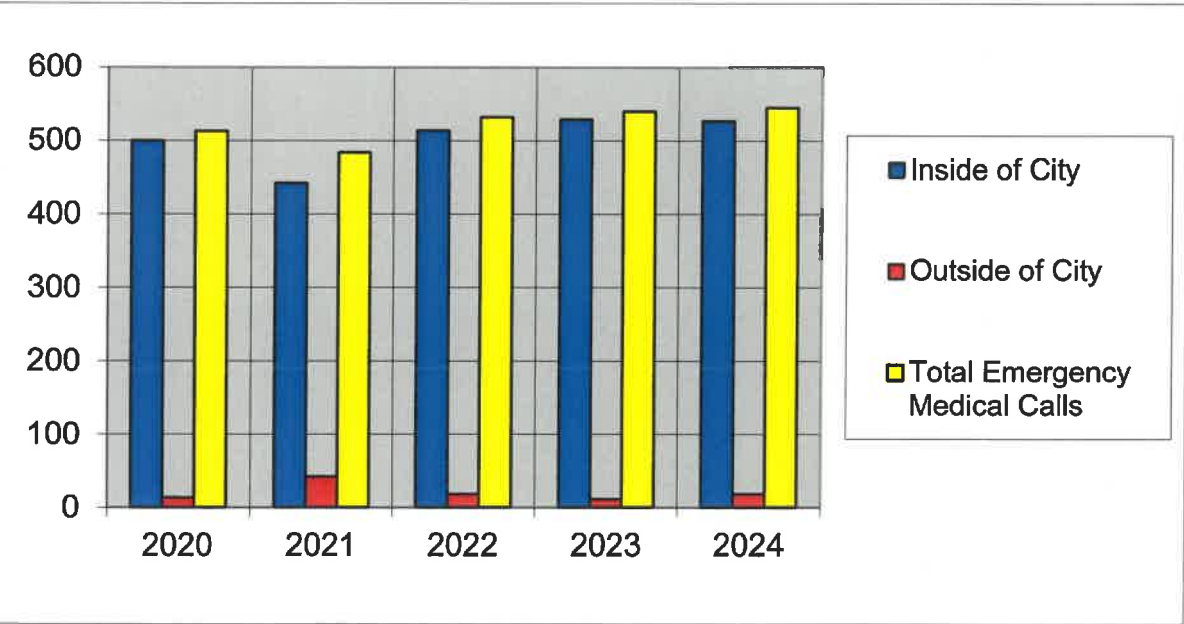
Fire Calls in the Month of July for a Five-Year Period

	2020	2021	2022	2023	2024
District #1	60	57	34	88	91
District #2	45	36	50	40	42
District #3	31	25	36	0	0
Out of City	1	4	2	0	6
Total	137	122	122	128	139



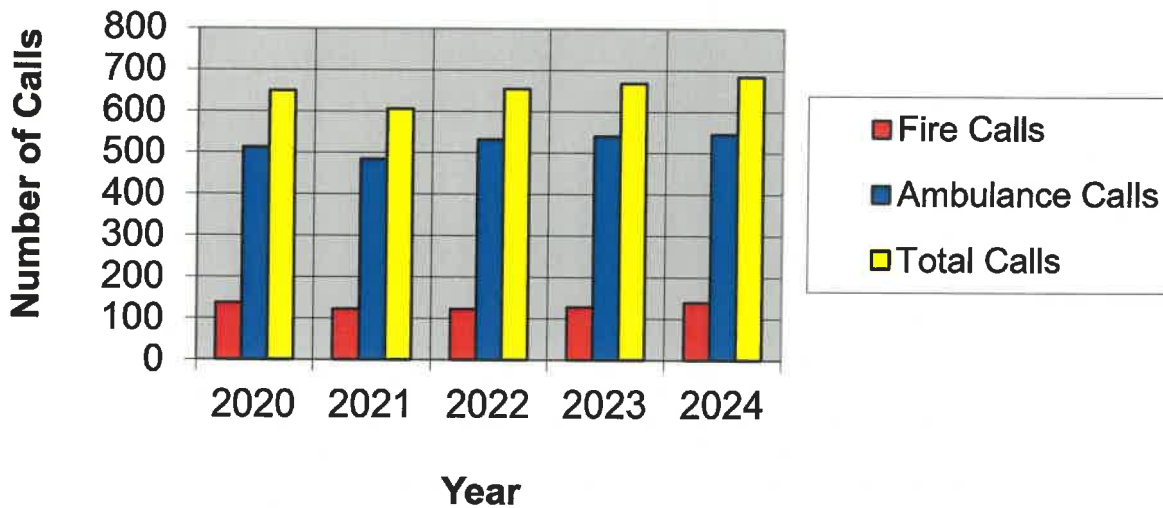
Ambulance Calls in the Month of July for a Five-Year Period

	2020	2021	2022	2023	2024
Inside of City	500	442	514	529	527
Outside of City	13	42	18	11	18
Total Emergency Medical Calls	513	484	532	540	545



Fire and Ambulance Calls in the Month of July for a Five-Year Period

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Fire Calls	137	122	122	128	139
Ambulance Calls	<u>513</u>	<u>484</u>	<u>532</u>	<u>540</u>	<u>545</u>
Total Calls	650	606	654	668	684



Training

Training Man Hours:	335.75 man hours
Truck #1 Driver Training	
Vehicle Maintenance	
Railroad Safety	
Hose Loads	
Blitz Fire Deployment	
Chain Saws	
Ropes and Rigging	
Water Rescue Technician	
CERT Training	
Paramedic Class	

Fire Prevention Bureau

Complaints Received	3
Conferences Held	6
Correspondence	86
Inspections Performed	9
Investigations Conducted	1
Plan Reviews	3
Public Education	2
Burning Permits Issued	4

Personnel

Nothing to report.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

File Attachments for Item:

. Police Department Monthly Report for July 2024



City of Cumberland Department of Police

Monthly Report

July 2024



City of Cumberland Department of Police

Monthly Report

July 2024

Part 1 Crimes for the Month

	2023	2024		2023	2024		2023	2024		2023	2024
Aggravated Assaults	6	1	B & E (All)	15	12	Murder	0	0	Rape	2	1
Robbery	2	2	Theft - Felony	0	0	Theft - Vehicle	5	3			

Selected Criminal Complaints for the Month

	2023	2024		2023	2024		2023	2024		2023	2024
Theft - Misdemeanor	11	32	Theft - Petty	41	13	Domestic Assaults	15	21	CDS	29	15
Disturbances	159	102	DOP/Vandalism	26	23	Indecent Exposure	0	1	Sex Off - Other	9	2
Suicide	0	0	Suicide - Attmpt.	0	0	Tampering M/V	0	0	Abuse - Child	1	2
Trespassing	40	67	Assault on Police	4	2	Assault Other	22	33			

Selected Miscellenous Incidents for the Month

	2023	2024		2023	2024		2023	2024		2023	2024
Alcohol Volations	3	1	Juvenile Compl.	19	13	Missing Persons	10	4	School Resource	18	1
School Threat	0	1	Sex Off. Regist.	0	0	Truancy	0	0	Death Investigation	6	9

Selected Traffic Incidents for the Month

	2023	2024		2023	2024		2023	2024		2023	2024
DWI	12	5	Hit & Run	13	16	M/V Crash	62	55	Traffic Stop	462	313

Selected Service Calls for the Month

	2023	2024		2023	2024		2023	2024		2023	2024
Alarms	42	30	Assist Motorist	44	34	Check Well-Being	169	117	Foot Patrol	89	118
Assist Other Agency	72	83	Bike Patrol	2	9	Special Events	6	9	Suspicious Activity	93	71

Current Incident Status for the Month

	2023	2024		2023	2024		2023	2024		2023	2024
Open	18	58	Arrest	286	215	Closed	2215	1728	Suspended	64	32



City of Cumberland Department of Police

Monthly Report

July 2024

Arrests Totals for the Month

	2023	2024		2023	2024		2023	2024		2023	2024
M/V Citations	54	45	M/V SERO	3	1	M/V Warnings	403	266	Arrest on View Adult	40	37
Arrest On Crim. Cit.	21	26	Arrest Summons	35	19	Arrest Warrant Adult	59	67	Adult Crim.	148	153
Arrest Summon (Chrg)	28	15	Arrest Warrant (Chrg)	23	26	Juvenile Crim.	17	4	Arrest on View Juv	7	3
Arrest Warrant JUV	0	0	Emer. Petition	67	27	Fingerprinting	0	0	RunAway & Miss Per.	11	3
Civil Citation	2	3									

Total Incidents Reported :

2023	2024
2,583	2,033

Chuck Ternent - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

JULY 2024

SWORN PERSONNEL: 49 SWON OFFICERS

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

CIVILIAN EMPLOYEES: 7 full time, 6 part time

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

*=Grant funded

**=Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 1,535.75
COMP TIME USED: 53.5
SICK TIME USED: 288

YEAR TO DATE (beginning 07/01/23): 1,535.75
YEAR TO DATE (beginning 07/01/23): 53.5
YEAR TO DATE (beginning 07/01/23): 288

OVERTIME REPORT

OVERTIME WORKED: 232
HOSPITAL SECURITY: 134.51
COURT TIME WORKED: 306

YEAR TO DATE (beginning 07/01/23): 232
YEAR TO DATE (beginning 07/01/23): 134.51
YEAR TO DATE (beginning 07/01/23): 306

File Attachments for Item:

1. Approval of the Open Work Session and Regular Public Minutes from August 5, 2024



Mayor and City Council of Cumberland

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

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

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, August 5, 2024; 5:00 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 Scott Cohen, City Solicitor, Shannon Berry, Assistant to the City Clerk, Kevin Thacker, Code Enforcement Manager

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

I. DISCUSSION ON ZONING AND CODE ENFORCEMENT

Jeff Silka addressed M&CC that he was asked for an update on how Code violations work at a prior meeting, so he turned the discussion over to Kevin Thacker, Code Compliance Manager.

Kevin addressed M&CC by explaining the process of how a Code violation is issued. The initiation of a code violation usually starts with a complaint as well as code officers coming across them. Once the issue is brought to the attention of an officer, the first step is a friendly conversation with the owner, preferably at the property to address the situation so there is no discrepancy as to what the issue is that is being addressed. If that is not possible then a letter is sent out to the property owner. Once the issue is brought to the attention of the property owner, 7-10 days is provided to resolve the issue and 90% of the time, the issue is addressed in that time frame. If the issue is resolved, a Notice of Violation is sent to the owner which tells them due to failure to take action they are now required to address the issue, and again gives them another 7-10 days to comply. If the issue is not addressed within that time period, a citation is

then issued. There are 2 dates on the citation that cannot be expedited. The first date is the 20 days out from when the citation is issued that the owner wants to stand trial.

A certified letter is now sent to the owner, which affects the process due to the lapse in time of the letter being delivered and proof of delivery being signed. Multiple attempts are made before proof is received that service was affected, which can sometimes take a month. At that time, the court case can proceed which could now be a month and half or up to two months since the violation was initially issued. During this lapsed time, more complaints can still come in regarding the same property, which gets added to the case. Up until the court date, the owner has the right to address the violation, so on the court date, a code officer will visit the property to observe conditions. The Judge then reviews and rules on the conditions of the property when the complaint was reported as well as the morning of the court date. If the issue was not addressed, the Judge rules in the City's favor at which time the citation stands and the City has the right to abate the property. Now that the City has the citation, the owner is now charged a \$300 Nuisance 1st offense and given 10 days to abate the property one last time on their cost. After 10 days, the City then collects estimates from contractors to have the property abated. Once abated and photos are sent showing the work was completed, the invoice is processed and then payment is pursued.

Kevin went on to also explain that with the Citizenserve program, once a case is created, the software builds the steps for you. So, it generates a letter for each step. The process for filing a lien on a property is somewhat similar. It starts off with a friendly letter stating notice of violation, invoice asking for payment and sending out a couple of notices as a late bill. If payment is not rendered, the City then files a lien against the property.

Councilman Cioni asked Kevin if the abatement can be costly. Kevin responded that it can be if a property has sat for a long period of time, there could be weeds and trees that have overgrown and you could be looking at chainsaws to remove them and piles of debris that has to be hauled away. A simple abatement can range from \$500-\$3,000 that the City pays for up front when they are given the right to abate with the hope that the owner repays the City. Michael Cohen added that if payment is not rendered by the owner, then a lien is put on the property. Kevin added that if the property is a rental unit, the tenant has no responsibility for the abatement. A Lot of the cases seen lately are from deceased property owners as well as owners thinking that once their property goes to tax sale that they no longer own it, where in fact, they own it until it goes to foreclosure. Mike added that is also the case with foreclosures and bankruptcy, owners think if their property is foreclosed upon or bankruptcy is being pursued that they are absolved from responsibility which is not the case. Kevin added that the City cannot take a property through citation if it is in active bankruptcy. The City does get the money back through tax sales and it could hamper the sale as well especially if there are several abatements on the property. The City has now started a new procedure which has included speaking with other municipalities about how they handle similar issues and next year we are hoping to have new Ordinances in place that give us the ability to process the abatements much quicker than they are currently being done. A new Ordinance will be drafted

with Mike to get it through the planning commission this winter so M&CC can review and vote on it, in hopes to be in place by Spring of 2025.

Mayor Morriss asked Kevin if we have a situation of a property that we get repeat issues reported, if there is a way to speed up the process, Kevin responded that is what the new Ordinance would cover and that currently there is a habitual offender policy in place. Councilman Cioni asked Kevin if we currently have an issue with absentee landlords, not cooperating when contacted about an issue. Kevin responded that there are very few rentals that have absentee landlords and if the owner does not live in Allegany County, they must have a management company to manage the property and those managers work well with the City. We have 2-3 property management companies and the majority of the rentals we do not have issues with now that there is a Rental Housing program in place, the units are inspected so the owners are held to City standards. Kevin also stated that the City's complaints over the past four years have decreased and he thanked M&CC for providing the extra staff to keep up with enforcement.

Kevin added when it comes to property maintenance issues such as siding or roof repairs, the City cannot abate the property, we can only cite the owner. Jeff added those issues do not pose a threat to public safety. Kevin added that the City does everything within their power to enforce clean-up of properties within the limitations set in place and he feels that the Nuisance part is under control compared to five years ago. We have three very good officers with very different approaches that go above and beyond to obtain blighted properties. These officers are constantly thinking of new ways to work around the part that makes it harder on us.

Jeff added a recommendation to the public that when they observe code issues or complaints that need to be addressed, they should be calling community development to bring the matter to their attention, and not posting on social media sites. Kevin added that the complaints need to be tracked in their system in order to be able to build a case. We have a large office staff and this time of year is our busiest but there are four people answering phones, someone will receive your call. Kevin also assured M&CC that he does not read social media.

As far as threats are concerned, Councilman Cioni asked Kevin if the officers take police officers with them when confronting property owners, Kevin responded that depending on the situation and if they anticipate an issue then they will have a police officer escort them to the property. For most abatement issues they will take an officer just to establish the case.

Councilwoman Marchini asked Kevin if a permit is needed to put up a fence and if there are guidelines on what can go in the front or back of a yard, Kevin confirmed that yes, a permit is needed and that the size can be 6' on the side and in the back, and clarified that the side of the house starts at the side by the porch because the porch is still an accessory structure in the front yard. Anything in the front yard has to be 4' and visible such as chain link or picket fencing.

II. UPDATE ON THE CITIZENS LOCAL GOVERNMENT ACADEMY

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

III. REVIEW OF THE PUBLIC MEETING AGENDA OF AUGUST 5, 2024

Jeff updated under new business two new ordinances discussed in the work session regarding prohibition of smoking of tobacco, cannabis and smokeless tobacco within the right-of-way of Baltimore Street between the intersection of the East side of Mechanic Street and the West side of Queen City Drive. And the Ordinance that would allow for a permit to have alcohol at park pavilions and parklets for special events. Mayor Morriss asking Jeff if there was a fee for the permits for alcohol, Jeff answered that the fee is \$100, Rock added that the fee is strictly for pavilion rentals. Jeff also added that if an event is being held, a vendor can be approved for a license.

Jeff went on to explain that Orders 3-6 are annual ones for the Police Department for various funding.

For Order #9 Regarding the lease for the concession stand at the Constitution Park goes back to May, the lease was signed but unfortunately the Order did not get signed by M&CC but Jeff reiterated that the department has been operating in good faith. And last would be purchases under the Central Avenue project and #20 the ongoing Opioid litigation, everything else is pretty self-explanatory.

Laurie mentioned dining leases under Order #15 and inquired if there would be anything in the permitting process that would let the owner know about the requirement to fencing in the areas where alcohol is being served, Jeff confirmed that language is made clear in the agreement that a specific area is to be in place for the establishment to serve alcohol.

IV. MAYOR AND CITY COUNCIL UPDATES

Councilman Furstenberg added that Rock the Mountains was a great event and is growing, he noticed a variety of license plates in the parking lot. Mayor Morriss added that the event is very well managed and gave credit to the organizer for keeping it safe and secure and did not recall any incidents over the three days and that he is happy to see it has grown from two to three days.

Councilman Frazier added that this would be the last week for the Levitt Concert series featuring the Fantastic Cats and mentioned the Chamber of Commerce hosting the Crab feast that had a great turnout.

Rock updated that the Friends of the Park have continued to meet and seem to still be committed. Eugene asked Rock about the attendance at the park in general this summer as well as the pool with the increase in temperatures, Rock referred to Jeff for that information because he felt at times when he has drove through the park the attendance at the pool seemed very low and wondered if the excessive heat was keeping people from visiting the pool. Jeff replied that he would ask Ryan Mackey to look at the numbers and get that information. Laurie added that there needs to be more shade for smaller children and she feels that the City should add sails to the pool area for extra shade.

Laurie updated council that continued work on festivities for the ribbon cutting ceremony for Baltimore Street is still in progress, which will be November 13, 2024 at 11:00a.m. with a VIP luncheon following and then Saturday there will be a parade, live music, scavenger hunt. Laurie mentioned that the committee for the winter festival could always use more volunteers for the event on December 14, 2024 from 4:00-9:00 with children's activities and events and food, there will be a vendor charge this year, we are hoping to not have any conflicts with businesses and making sure vendor we are hoping to have Christmas carolers. Laurie went on to say that the Downtown Development Commission is collecting pictures of before and after construction to put together a slideshow, pictures can be forwarded to a drop box.

Laurie updated M&CC with construction updates which consist of more pavers being installed, broadband has been installed. She also mentioned that Duluth MN, which is about 80,000 people is featuring our project on their website, they have reached out to Melinda Kelleher with questions about our project as they are embarking on a similar one next year. Havre de Grace has reached out as well with questions. There was also a ribbon cutting for Cat's Cradle, Pepper on a Plate ribbon cutting is Friday afternoon and just wanted to add the Levitt series has been great, National Night out is tomorrow evening and Laurie updated that tomorrow she would be serving as a panelist for the CBIZ artist proposals for the Arts Council. Laurie also brought to the council's attention that she has received several requests for more pickleball courts in the City. Jeff responded that is in the process and mentioned that the old site of Allegany High School has been discussed.

Mayor Morriss updated the council members that he attended a board meeting at the Canal Place where a review of plans for the Canal Place and River Park were discussed and that they received a \$500,000 grant to test the sediment above and

below the dam and they have contracted with a management firm to help continue with the project of removing the dam for the River Park. Mayor Morriss also reminded the council that tomorrow is National Night Out starting at 5:00 on Somerville Avenue in front of the Salvation Army, there will be a dunk tank. And he reminded all that Thursday is the last day for the Levitt Amp series for the year, featuring Fantastic Cats. Friday after Five last week was a great show with Slick Rick and the Blades performing, Pepper in a Bottle ribbon cutting is Friday at 4:30, next week he will be attending MACO, and reminded the council that Citizens Academy registration opened on August 1, 2024, Jeff updated that so far 13 applications have been received, there are 20 spots allocated for the project. Mayor Morriss added that this is a great opportunity for the community to learn more about how the local government works.

V. 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

MINUTES

M&CC Regular Meeting
57 N. Liberty St.

DATE: August 5, 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 Berry, Assistant to City Clerk, Captain James Burt, Captain, Deputy Fire Chief
Stephen Grogg

IV. Statement of Closed Meeting

On August 5, 2024, the Mayor and City Council met in closed session at 4:00 p.m. in the Council Chambers in City Hall to receive legal advice regarding the project at 19 Frederick Street and to consult with staff regarding the City’s lawsuit against CSX as well as to receive the advice of the City Solicitor regarding that matter. Authority to close the session is provided by Section 3-305(b)(7) and (8) of the General Provisions Article of the Annotated Code of Maryland.

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V. Presentations

1. Recognition to Brandi Gochenauer for her Track & Field Championship

Mayor Morriss gave recognition to Brandi Gochenauer for her winning 3 state championships in shot put. A photo was taken with Brandi, her family and council members.

2. Presentation to George Franklin and Raymond Twyman for their gold medal wins at the 2024 National Transplant Games

Mayor Morriss gave recognition to George Franklin for his participation in the 2024 Transplant Games of America and winning 4 gold medals. George is also the longest living transplant recipient in MD and the longest living black recipient in the United States.

Mayor Morriss gave recognition to Raymond Twyman for his participation in the 2024 Transplant Games of America and being awarded doubles in bowling as well as a bronze medal in mixed doubles bowling and a gold medal as the team of Maryland's first place finish in volleyball.

A photo was taken with George, Raymond and council members.

Councilwoman Marchini spoke to the importance of organ donation and how important it is to inform your family members that you are an organ donor and to share the gift of life.

VI. Director's Reports

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

Director's Reports

(A) Police

1. Police Department Monthly Report for June 2024

(B) Utilities - Flood, Water, Sewer

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

VII. Approval of Minutes

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

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

VIII. Public Comments- – FOR AGENDA ITEMS ONLY

IX. Unfinished Business

(A) Ordinances

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

New Business

(A) Ordinances

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

FIRST READING: The ordinance was submitted in title only for its first reading.

Motion to approve the 1st reading and table until the next meeting, was made by Council Member Fraizer, seconded by Council Member Marchini, and was passed on a vote of 5-0.

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

FIRST READING: The ordinance was submitted in title only for its first reading.

Motion to approve the 1st reading and table until the next meeting, was made by Council

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

(B) Orders (Consent Agenda)

Mr. Silka reviewed each item on the Consent Agenda for orders 27,516-27,535 and Mayor Morriss called for questions or comments. **Motion** to approve Orders 1-20 was made by Council Member Frazier, seconded by Council Member Marchini, and was passed on a vote of 5-0.

1. **Order 27,516** - declaring vehicles and equipment to be surplus and authorizing them for sale, trade in or scrap
2. **Order 27,517** - authorizing appointments to the Arts Commission and the Downtown Development Commission
3. **Order 27,518** - authorizing the Chief of Police to accept the FY25 Sex Offender Compliance grant in the amount of \$19,248 for Cumberland Police Department and Allegany County Sheriff's Office overtime to perform compliance checks by conducting home visits of registered sex offenders to confirm residency
4. **Order 27,519** - authorizing the Chief of Police to enter into a Memorandum of Understanding with the Allegany County Health Department to receive grant funding in the amount of \$1,500 for officers to work mediation pick up and take back events in an attempt to prevent opioid misuse
5. **Order 27,520** - authorizing the Chief of Police to enter into a Memorandum of Understanding with the Allegany County Health Department to receive grant funding in the amount of \$3,000 for officers to work overtime conducting overdose follow-ups in conjunction with Peer Support Specialists and Allegany County Parole and Probation
6. **Order 27, 521** - authorizing the Chief of Police to accept the FY25 MCIN Grant in the amount of \$330,750 to be used to support crime reduction patrols, targeted enforcement, intelligence gathering, apprehension of violent criminal, streamline information sharing to address gang and drug trafficking with grant funds being obligated for contractual salaries, personnel services and overtime for increased manpower within allied agencies
7. **Order 27,522** - authorizing an amendment to Order No. 27,388, originally approved on January 16, 2024, to include the cost of shipping in the amount of \$499.84, bringing the new total not to exceed \$41,607.31
8. **Order 27,523** - authorizing the execution of an agreement for the BMX park

9. **Order 27,524** - authorizing the execution of the concession stand agreement with Lisa Gover for the operation of the concession area at the Constitution Park Pool from May 25, 2024 through September 30, 2024, with a license fee of \$500
10. **Order 27,525** - authorizing the City Comptroller to facilitate the purchase of the property at 461 Central Avenue (Tax ID 22-003852) as part of the Central Avenue City/County Initiative for the closing bid price of \$25,000, plus closing costs and auction fees, estimated at \$4,800, bringing the total amount not to exceed \$29,800.00
11. **Order 27,526** - approving the purchase of the property at 425 Central Avenue in Cumberland, MD (Tax ID 22-008277) as part of the Central Avenue City/County Initiative for the price of \$85,000
12. **Order 27,527** - rescinding Order No. 27,492 approved on July 2, 2024 due to a misstated purchase amount and approving the contract renewal with Link Computer Corporation for the renewal of the MuniLink Utility Billing System for a one-year term retroactive to July 1, 2024 the amount not to exceed \$47,064.60
13. **Order 27,528** - authorizing the execution of a grant agreement with Maryland Historical Trust for \$25,000 in grant funds to the City to be used for commissioning a study to implement connectivity between local attractions and services
14. **Order 27,529** - authorizing execution of a grant agreement with MD Department of Housing and Community Development regarding DHCD's provision of \$25,000 in grant funds to the City to support marketing and advertising efforts in conjunction with the Cumberland Main Street Revitalization Project, and further authorizing the City's acceptance of the funds
15. **Order 27,530** - authorizing the execution of Outdoor Dining Lease Agreements with Myla and Maple, Queen City Cravings and Mise en Place
16. **Order 27,531** - approving the emergency repairs to the Koon Dam Bridge by Carl Belt, Inc. for Koon Dam Emergency Bridge Repairs (City Project 2024-15-WFP) in the not to exceed amount of \$63,760
17. **Order 27,532** - authorizing the City Administrator to execute Change Order No. 3, with Harbel, Inc. due to the need for additional concrete repair discovered after the project began, for the repair of Bridge A-C-01 McMullen Bridge (City Project 18-16-BR), in an increased amount of \$15,123.17, bringing the total contract price not to exceed \$542,011.48

18. **Order 27,533** - authorizing the purchase of the property at 411 and 413 Central Avenue in Cumberland, MD (Tax ID's 22-002740 and 22-015427) as part of the Central Avenue City/County Initiative for the price of \$40,000
19. **Order 27,534** - approving the sole source purchase of a clock and clock equipment from Electric Time Company, Inc. For the Let's Beautify Cumberland! Clock to be placed on the parklet at Hendershot Park in the not to exceed amount of \$26,951
20. **Order 27,535** - authorizing the Mayor to sign a Subdivision Participation and Release Form for the Kroger Settlement

Mayor Morriss spoke to the Police Department for the \$353,000 worth of grants they were able to obtain and acknowledging the time and resources spent on writing proposals as well as managing the process.

Mayor Morriss spoke of the Central Avenue project, that is a part of the Blighted Property project and mentioning that one property has been finalized and four more are in progress. He feels that the project is moving along well.

Public Comments

All public comments are limited to 5 minutes per person

Vicki Shubridge addressed the council members that through social media she was made aware that the Cumberland Manor has been experiencing elevator issues for several days and several residents are wheelchair bound so this is creating an issue for them and they are having issues getting help so she wanted to bring it to the attention of the M&CC. Mayor Morriss thanked Vicki and assured her that the issue would be addressed.

X. Adjournment

With no further business at hand, the meeting adjourned at 6:56 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____

File Attachments for Item:

1. Ordinance 3991 (*2nd and 3rd readings*) - enacting Section 11-115 of the Code of the City of Cumberland pertaining to the prohibition against the smoking of tobacco and cannabis and the use of smokeless tobacco within the right of way of Baltimore Street between its intersections with the East side of Mechanic Street and the West side of Queen City Drive

ORDINANCE NO. 3991

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) *Definitions.*

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

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

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

(3) "Smoke" means to:

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

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

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

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

Passed this ____ day of _____, 2024.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

File Attachments for Item:

2. Ordinance 3992 (*2nd and 3rd readings*) - enacting Section 15-55 of the Code of the City of Cumberland pertaining to the waiver of the ban against the use of alcohol in City Parks and Parklets for pavilion use and special events in Constitution Park, and granting the Director of Parks and Recreation the power to issue permits for the said waiver

ORDINANCE NO. 3992

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) *Responsibility for compliance.* The applicant and permit grantee shall be responsible for compliance with the terms of this section. The applicant must be present for the entire duration of the special event.

(g) *Regulations.* The issuance of a permit is subject to the following terms and conditions.

(1) The permit shall be prominently displayed at the pavilion or at the site of the special event for the entire duration of the rental. In the case of a special event, the director shall determine where the permit shall be posted. If the director does not make that determination, the applicant and the permit grantee shall be responsible for posting it in a prominent location for the duration of the site rental.

(2) The person applying for the permit must be present at the permitted location for the duration of the rental.

(3) In the case of a pavilion rental, alcohol consumption shall be limited to a twenty (20) foot perimeter around the pavilion.

(4) For special events, city staff shall designate the area where alcohol may be sold or consumed. The applicant and/or permit grantee shall cordon off that area by means of roping or in such other manner acceptable to the director which conspicuously shows the boundaries of the location. The applicant and permit grantee shall be responsible for the

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

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

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

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

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

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

Passed this ____ day of _____, 2024.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

File Attachments for Item:

. R2024-05 (*1 reading only*) - declaring the official intent of the Mayor and City Council of Cumberland to reimburse expenditures paid with respect to projects generally identified as police vehicles, 45' lift, skid steer, fire engine, tack tank, paver, roller and ammonia gas modification from proceeds of "Reimbursement Bonds" in accordance with U.S. Treasury Regulation Section 1.150-2

RESOLUTION NO. R2024-05

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED A RESOLUTION DECLARING THE OFFICIAL INTENT OF MAYOR AND CITY COUNCIL OF CUMBERLAND TO REIMBURSE EXPENDITURES PAID WITH RESPECT TO PROJECTS GENERALLY IDENTIFIED AS POLICE VEHICLES, 45' LIFT, SKID STEER, FIRE ENGINE, TACK TANK, PAVER, ROLLER, AND AMMONIA GAS MODIFICATION FROM PROCEEDS OF "REIMBURSEMENT BONDS" IN ACCORDANCE WITH U.S. TREASURY REGULATION SECTION 1.150-2.

RECITALS

1. Pursuant to appropriations provided for in the fiscal year 2025 budget, Mayor and City Council of Cumberland, a Maryland municipal corporation (the "City"), has or will be (i) acquiring and outfitting vehicles for use by the Police Department, a 45' lift, a skid steer, a fire engine, a tack tank, a paver, and a roller and (ii) completing an ammonia gas modification project (collectively, the "Projects" or, individually, a "Project").

2. The City anticipates borrowing money for costs of the Projects, such borrowing to be evidenced by one or more series of general obligation bonds or other evidences of indebtedness to be issued by the City (collectively, or individually by series, the "Bonds").

3. The City reasonably expects to spend City funds on costs of the Projects prior to issuance of the Bonds or any interim financing issued or incurred by the City in anticipation of the Bonds, and (i) to reimburse the City from proceeds of the Bonds for all or a portion of such previously paid costs of the Projects, and/or (ii) to use proceeds of the Bonds to refinance all or a portion of any interim borrowing issued or incurred by the City that is applied to reimburse the City for previously paid costs of the Projects.

4. Section 1.150-2 of the U.S. Treasury Regulations (the "Reimbursement Regulations") provides that local governments funding "original expenditures" intended to be reimbursed from the proceeds of tax-exempt "obligations" must make a declaration of "official intent" in order to qualify such original expenditures for reimbursement from a "reimbursement bond", all within the meaning of the Reimbursement Regulations.

5. The City is an "issuer" for purposes of the Reimbursement Regulations and wishes to adopt this Resolution for the purpose of evidencing the clear and official intent of the City to reimburse from reimbursement bond proceeds (meaning the Bonds or any interim financing issued or incurred in anticipation of the Bonds) original expenditures paid for costs of the Projects.

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

SECTION 1. (a) The Recitals to this Resolution are deemed a substantive part of this Resolution and are incorporated by reference herein, and capitalized terms defined

in the Recitals to this Resolution and not otherwise defined herein will have the meanings given to such terms in the Recitals hereto.

(b) References in this Resolution to the Projects shall be deemed to include any changes in the scope of activities of a Project made by the City in accordance with applicable budgetary or other law, including (without limitation) in future fiscal years. References in this Resolution to costs of the Projects shall be deemed to be to expenditures that constitute capital expenditures and, to the extent applicable, (i) costs of issuance of any borrowing related to any Project and (ii) capitalized interest.

SECTION 2. In accordance with the Reimbursement Regulations, the Mayor and City Council of the City hereby makes this declaration of its reasonable expectation that the City will (i) expend money to pay costs of the Projects prior to the issuance of the Bonds (or any interim financing issued or incurred in anticipation of the Bonds), and (ii) use proceeds of the Bonds (or such interim financing), which Bonds (or such interim financing) will qualify as a “reimbursement bond” for purposes of the Reimbursement Regulations, to reimburse all or a portion of such previously paid costs of the Projects. This Resolution is intended to be a declaration of official intent within the meaning of the Reimbursement Regulations.

SECTION 3. The maximum principal amount of the Bonds expected to be issued for the Projects (and the maximum principal amount of any interim financing to be issued or incurred in anticipation of the Bonds) is One Million Seven Hundred Fifteen Thousand

Dollars (\$1,715,000); such specified maximum principal amount applies, to the extent applicable, both to any Bonds issued for such Projects and to any interim financing issued or incurred for such Projects.

SECTION 4. The provisions of this Resolution shall be liberally construed in order to effectuate the transactions contemplated by this Resolution.

[CONTINUED ON FOLLOWING PAGE]

SECTION 5. This Resolution shall take effect from the date of its adoption.

MAYOR AND CITY COUNCIL
OF CUMBERLAND

(SEAL)

Raymond M. Morriss, Mayor

ATTEST:

Allison K. Layton
City Clerk

Introduced: _____, 2024

Adopted: _____, 2024

Votes for adoption: _____

Votes against adoption: _____

Abstentions: _____

Effective: _____, 2024

File Attachments for Item:

. Order 27,536 - authorizing the Chief of Police to accept the FY25 Community Grant in the amount of \$25,000 which will be utilized to provide funding for personnel and program supplies for officers to attend community events and conduct neighborhood foot and bike patrols

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

ORDER NO. 27,536

DATE: August 20, 2024

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

THAT the Chief of Police be and is hereby authorized to accept an FY25 Community Grant in the amount of Twenty Five Thousand Dollars and No Cents (\$25,000.00) for the period 7/1/24 – 6/30/25 for funding for officers to attend community events and conduct neighborhood foot and bike patrols, to be used for personnel and program supplies.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: August 20, 2024

Key Staff Contact: Lt. Alex Menges/Chief Chuck Ternent

Item Title: FY25 Community Grant

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

Authorize the Chief of Police to accept the FY25 Community Grant in the amount of \$25,000.00 which will be utilized to provide funding for officers to attend community events and conduct neighborhood foot and bike patrols. Program funds will be for personnel and program supplies.

Amount of Award: \$25,000.00

Budget number:

Grant, bond, etc. reference: Grant

WES MOORE
Governor

ARUNA MILLER
Lieutenant Governor



DOROTHY LENNIG
Executive Director

August 09, 2024

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

RE: CGPF-2025-0007

Dear Lieutenant Bonner:

I am pleased to inform you that your grant application entitled, "**CPD Community Grant FY2025**," in the amount of \$25,000.00 has received approval under the Community Grant Program Fund program. Chuck Ternent has received the grant award packet containing information and forms necessary to initiate the project.

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

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

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

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

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

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Jacqueline Adams', written in a cursive style.

Jacqueline Adams

Funding Manager

cc: Chief Chuck Ternent



Governor's Office of Crime Prevention and Policy

Regional Monitor:
Fiscal Specialist:

Adams, Jacqueline
Thomas, Courtney

Budget Notice

Grant Award Number:	CGPF-2025-0007
Sub-recipient:	Cumberland Police Department
Project Title:	CPD Community Grant FY2025
Implementing Agency:	Cumberland Police Department
Award Period:	07/01/2024 - 06/30/2025
	CFDA: Special

Funding Summary	Grant Funds	100.0 %	\$25,000.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$25,000.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
Overtime for Community group/Special Event attendance	Overtime	Grant Funds	\$14,400.00
Overtime for foot and bike patrols	Overtime	Grant Funds	\$10,600.00

Personnel Total: \$25,000.00

Approved: 
Governor's Office of Crime Prevention and Policy Authorized Representative

Effective Date: 8/6/2024

File Attachments for Item:

. Order 27,537 - authorizing the Chief of Police to accept the FY25 Warrant Apprehension & Absconding Grant in the amount of \$30,000, which will be utilized to purchase equipment and supplies to assist with reducing the number of open warrants, especially warrants for violent crimes

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

ORDER NO. 27,537

DATE: August 20, 2024

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

THAT the Chief of Police be and is hereby authorized to accept an FY25 Warrant Apprehension and Absconding Grant in the amount of Thirty Thousand Dollars and No Cents (\$30,000.00) for the period 7/1/24 – 6/30/25 to purchase equipment and supplies to assist with reducing the number of open warrants, especially warrants for violent crimes.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: August 20, 2024

Key Staff Contact: Lt. Alex Menges/Chief Chuck Ternent

Item Title: FY25 Warrant Apprehension & Absconding Grant

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

Authorize the Chief of Police to accept the FY25 Warrant Apprehension & Absconding Grant in the amount of \$30,000.00 which will be utilized to purchase equipment and supplies to assist with reducing the number of open warrants, especially warrants for violent crimes.

Amount of Award: \$30,000

Budget number:

Grant, bond, etc. reference: Grant

WES MOORE
Governor

ARUNA MILLER
Lieutenant Governor



DOROTHY LENNIG
Executive Director

August 08, 2024

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

RE: WAAG-2025-0007

Dear Chief Ternent:

I am pleased to inform you that your grant application submitted by **Cumberland Police Department**, entitled "**Warrant Apprehension & Absconding Grant Program**," in the amount of \$30,000.00 has received approval under the WARRANTS AND ABSCONDING PROGRAM program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Cumberland City Police Department will work closely with allied agencies across Allegany County to reduce the number of outstanding warrants of all offenders who have open and active warrants. This program supports the service of warrants for violent crimes and any warrant issued to violent offenders. We will also work collaboratively with 911 Dispatch who enters and removes warrants and Allegany County Detention Center staff. Program funds will provide for overtime, indirect costs and supplies during the apprehension, transportation and detainment of those with active arrest warrants and to pay officers working the warrant apprehension & absconding grant.

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Dorothy Lennig". The signature is fluid and cursive, with a large initial "D" and a long, sweeping underline.

Dorothy Lennig, Esq.
Executive Director

cc: Lieutenant Eric Bonner



Regional Monitor:
Fiscal Specialist:

Jones, Quentin
Thomas, Courtney

Governor's Office of Crime Prevention and Policy

Budget Notice

Grant Award Number:	WAAG-2025-0007	
Sub-recipient:	Cumberland Police Department	
Project Title:	Warrant Apprehension & Absconding Grant Program	
Implementing Agency:	Cumberland Police Department	
Award Period:	07/01/2024 - 06/30/2025	CFDA: State General Fund

Funding Summary	Grant Funds	100.0 %	\$30,000.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$30,000.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
Overtime for warrant roundups/sweeps	Overtime	Grant Funds	\$25,600.00
Personnel Total:			\$25,600.00

Other

Description	Funding	Quantity	Unit Cost	Total Budget
Prisoner Transport Partitions with accessories	Grant Funds	1.76	\$2,500.00	\$4,400.00
Other Total:				\$4,400.00

Approved:

Governor's Office of Crime Prevention and Policy Authorized Representative

Effective Date: 8/7/2024

File Attachments for Item:

. Order 27,538 - accepting a State and Local Cybersecurity Grant Program (SLCGP) award in the amount of \$37,296 for the project titled, "Purchase and Implementation of Water/Wastewater External IC's" to purchase replacement endpoint devices for our SCADA and water systems networks

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

ORDER NO. 27,538

DATE: August 20, 2024

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

THAT the Mayor and City Council, or their designee, be and is hereby authorized to accept a State and Local Cybersecurity Grant Program (SLCGP) grant in the amount of Thirty Seven Thousand Two Hundred Ninety Six Dollars and No Cents (\$37,296.00) for the project titled, "Purchase and Implementation of Water/Wastewater External ICS's", with funds being utilized to purchase replacement endpoint devices for the City's SCADA and water systems networks.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: August 2024

Key Staff Contact: Chip Watkins

Item Title: Accept Grant State and Local Cybersecurity Grant Program (SLCGP)

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

As part of the State and Local Cybersecurity Grant Program (SLCGP) application and award process, MDEM and DoIT meet with the SLCGP Committee to review projects and determine allocations for each subrecipient. The committee determines the best use of grant funds by taking into account the grade each project received, with the most important factors being how it aligns with Maryland's Priority Best Practices and how detailed the proposals are.

With that said, The City of Cumberland has been awarded \$37,296 for the project titled "Purchase and Implementation of Water/Wastewater External ICS's."

This is a request to accept the above grant for \$37,296 and to use the funds as required to purchase replacement endpoint devices for our SCADA and water systems networks. As part of the Grant process 3 bids were received and the lowest bidder was chosen

Amount of Award: \$37,296.00

Budget number: TBD upon final FEMA instructions for disbursement

Grant, bond, etc. reference:



Allison Layton <allison.layton@cumberlandmd.gov>

Fwd: FY22 SLCGP Subgrant Selection and Submission to FEMA - City of Cumberland

1 message

Chip Watkins <chip.watkins@cumberlandmd.gov>
To: Allison Layton <allison.layton@cumberlandmd.gov>

Wed, Aug 14, 2024 at 10:45 AM

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

From: **Jesse Limmer -MDEM-** <jesse.limmer@maryland.gov>
Date: Fri, Aug 2, 2024 at 1:44 PM
Subject: FY22 SLCGP Subgrant Selection and Submission to FEMA - City of Cumberland
To: Chip Watkins <Chip.Watkins@cumberlandmd.gov>

Greetings,

As part of the State and Local Cybersecurity Grant Program (SLCGP) application and award process, MDEM and DoIT meet with the SLCGP Committee to review projects and determine allocations for each subrecipient. The committee determines the best use of grant funds by taking into account the grade each project received, with the most important factors being how it aligns with Maryland's Priority Best Practices and how detailed the proposals are.

With that said, The City of Cumberland has been awarded \$37,296 for the project titled "Purchase and Implementation of Water/Wastewater External ICS's." Please answer this email with a yes if you intend to accept the \$37,296 total or a no if you are no longer interested in funds.

This email serves as the notification from MDEM and DoIT that your project has been chosen but DOES NOT serve as a notification from FEMA. Currently all of the SLCGP applications from around Maryland are being formatted into one application to be sent to FEMA for approval. Once we receive FEMA approval, you will be notified and given information on next steps. Please do not start spending funds until after you have been notified of FEMA approval.

Please let me know if you have any questions.

Best,

Jesse Limmer

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Jesse Limmer
Grant Administrator - SLCGP & HMEP
Mission Support Directorate
Maryland Department of Emergency Management
P.O. Box 479, MD 21136
Jesse.Limmer@Maryland.gov
M: (443)-381-2055 | O: (410) 517-3600
[Website](#) | [Facebook](#) | [Twitter](#)

[Click here to complete a three question customer experience survey.](#)

--

Van L. (Chip) Watkins

File Attachments for Item:

. Order 27,539 - accepting a Project Restore 2.0 grant from the MD Department of Housing and Community Development (DHCD) in the amount of \$300,000 for the purpose of being distributed to sub-grant recipients for use in revitalizing downtown buildings owned by the sub-applicants

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

ORDER NO. 27,539

DATE: August 20, 2024

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

THAT the Mayor and City Council, or their designee, be and is hereby authorized to accept a MD Department of Housing and Community Development (DHCD) Project Restore 2.0 grant in the amount of Three Hundred Thousand Dollars and No Cents (\$300,000.00) to be executed and managed by the Downtown Development Commission for further distribution to sub-grant applicants to revitalize downtown buildings owned by the sub-applicants.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: August 20, 2024

Key Staff Contact: Melinda Kelleher, DDC Executive Director

Item Title: Project Restore 2.0 Grant Receipt Approval

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

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

The Project Restore 2.0 grant will provide \$300,000 to the City of Cumberland that will be distributed to sub-grant applicants for use in revitalizing downtown buildings owned by the sub-applicants. The grant is being awarded from the MD Department of Housing and Community Development (DHCD) and will be executed and managed by the DDC.

Buildings that will received up to \$100,000 each for renovations include: 1) 74 Baltimore Street for the repair of the wall facing the Liberty Street parklet, which has been identified as a future location for public art; 2) 7-9-11 North Liberty Street for the renovation of the downstairs spaces, which the owner plans to transform into two retail spaces; 3) 123 Baltimore Street, the future headquarters of the Allegany Arts Council, for the renovation of the building for offices, gallery spaces and event spaces.

All projects must be completed and tenants must be in the renovated spaces by December 31, 2025.

Attachments:

- Award Letter from State of Maryland
- Signed, fully executed agreement from State of MD
- Completed, signed sub grant applications (3)

Amount of Award: \$300,000

Budget number:

Grant, bond, etc. reference:



WES MOORE
Governor
ARUNA MILLER
Lt. Governor
JACOB DAY
Secretary
JULIA GLANZ
Deputy Secretary

2024-07-09

Mayor & City Council of Cumberland, Maryland
Cumberland, MD, 21502

Dear Mayor & City Council of Cumberland, Maryland,

On behalf of Governor Wes Moore and Lieutenant Governor Aruna Miller, it is my pleasure to inform you that your request for the Project Restore 2.0 (FY2024) funding has been approved in the amount of 300000 to support Mayor & City Council of Cumberland, Maryland to activate certain vacant property/s listed in your application.

The award is conditional upon the timely execution of a grant agreement between Mayor & City Council of Cumberland, Maryland and the Maryland Department of Housing and Community Development. Please login to Maryland OneStop to review and sign your agreement within five days of receipt of this letter.

The grant term ends on December 31, 2025 at which time all awarded properties must be operational and all grant funds must be expended.

If you have any questions on this award or your grant agreement, please contact DHCD program staff at DHCD.ProjectRestore@maryland.gov or call 410-209-5847.

Sincerely,

Carol A. Gilbert

Assistant Secretary

Melinda Kelleher

☒ I agree to be legally bound by this document.

Name of authorized signee

Melinda Kelleher

Title of authorized signee

Executive Director - Downtown Development Commission

Date of signature

Apr 23, 2024

PROJECT RESTORE 2.0 PROGRAM

GRANT AGREEMENT

Based upon your application, dated 4/23/2024, and supporting documentation, including the W-9 Form (collectively, the "**Application**") for a Project Restore 2.0 Program (the "**Program**") grant to the Maryland Department of Housing and Community Development, a principal department of the State of Maryland ("**DHCD**"), DHCD has determined that the entity identified below (the "**Grantee**") is eligible for a grant (the "**Grant**") up to the amount set forth below as the Grant Amount.

Grantee

Mayor & City Council of Cumberland, Maryland

Grant Amount

\$300,000.00

This Project Restore 2.0 Program Grant Agreement (this "**Agreement**"), by and between DHCD and the Grantee, is entered into as of the date it is executed by DHCD (the "**Effective Date**").

Recitals

Whereas, pursuant to Sections 602(c)(1)(C) and 603(c)(1)(C) of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) ("**ARPA**"), the U.S. Department of Treasury ("**Treasury**") has

granted Coronavirus State and Local Fiscal Recovery Funds (“**SLFR Funds**”) to the State of Maryland (the “**State**”) to respond to the economic and public health impacts of COVID-19.

Whereas, a portion of the State's SLFR Funds has been delivered to DHCD to administer the Program to improve the livability and economic potential of communities in the State through targeted investments to occupy vacant properties in local business districts and support small businesses. DHCD shall use the SLFR Funds, or any other funds it determines are appropriate, to administer the Program pursuant to its general authority to accept and comply with the terms and conditions of funds from third parties and its authority to attach terms and conditions to financial assistance. Md. Code Ann., Hous. & Cmty. Dev. §2-102(a)(6), §2-102(a)(7) (2023). ARPA, together with any applicable federal regulations and guidance, including but not limited to, the Final Rule related to SLFRF Funds, effective April 1, 2022; Treasury's Compliance and Reporting Guidance for SLFRF, dated December 14, 2023; any other rules or guidance promulgated by Treasury; and any associated regulations promulgated thereunder, and the statutory, regulatory and programmatic rules governing such other source of funds DHCD determines is appropriate to fund the Program, all as may be amended, supplemented, or updated, are referred to herein collectively as the “**Act**.”

Whereas, Grantee has applied to DHCD for a grant under the Program and, in reliance upon the representations and provisions of the Application and this Agreement, DHCD has approved the Grant to be expended by Grantee in accordance with this Agreement, DHCD's Program Policy Guide, if any, as amended from time to time (the “**Guide**”), and the Act.

IN CONSIDERATION of the foregoing Recitals, the mutual covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DHCD and Grantee agree as follows:

1. Specific Purpose. The purpose of this Agreement is to provide the Grantee with financial assistance to make sub-grants (the “**Sub-Grants**”) to eligible entities (the “**Sub-Grantees**”) to pay for the activities (the “**Project Activities**”) at the locations (each, a “**Property**”) set forth in Exhibit A attached hereto (the “**Project**”). Following Grantee's written request, DHCD, in its sole determination, may modify the Project Activities and the Properties by written notice to the Grantee.
2. Grant Amount. DHCD shall provide the Grantee with a Grant in a total amount not to exceed the Grant Amount set forth above in accordance with the terms and conditions set forth in this Agreement.
3. Grant Period. Grantee shall expend the Grant during the period (the “**Grant Period**”) that commences on the Effective Date and terminates on **December 31, 2025**. DHCD, in its sole determination, may extend the Grant Period by written notice to the Grantee.
4. Conditions Precedent to Disbursement.

1. If DHCD determines that any Project Activity is subject to review by the Maryland Historical Trust ("**MHT**"), then MHT or DHCD's qualified staff shall review the Project Activity for impact on historic properties and determine whether the Project Activity will have an adverse effect on historic properties. If MHT or DHCD's qualified staff determines that a Project Activity will have an adverse effect, DHCD may decline to fund the portion of the Project Activity that has been determined to have an adverse effect. If DHCD proceeds with funding the Project Activity that has been determined to have an adverse effect, Grantee shall ensure the Sub-Grantee enters into an agreement with MHT and DHCD (the "**MHT Agreement**") and fulfills any obligations under the MHT Agreement to minimize or mitigate the adverse effect to the satisfaction of MHT and DHCD. If DHCD's determination that Sub-Grantee has satisfied its obligations to minimize or mitigate the adverse effect is contingent upon the Project Activity meeting particular conditions, Grantee shall ensure that Sub-Grantee completes such conditions to the satisfaction of DHCD.
2. Grantee shall be in compliance with all other terms and conditions of this Agreement to DHCD's satisfaction.
3. Grantee shall not make a Sub-Grant until Grantee has received acceptable evidence that the Sub-Grantee has obtained site control of the Property on which the Project Activity will be implemented or authorization to proceed with the Project Activity. Grantee shall submit appropriate evidence of site control of the Properties if required by DHCD.

5. General Requirements.

1. Eligible uses of Program funds include: (i) improvements to vacant buildings; (ii) acquisition of furniture, fixtures and equipment to enable businesses occupying vacant buildings to be open and engaged in its primary business ("**Operational**"); (iii) rent payments for businesses occupying previously vacant buildings; or (iv) such other purpose that DHCD determines is appropriate to satisfy the purposes of the Program. An eligible Property must have been vacant for a period of time immediately prior to the date that it receives the benefit of Program funds.
2. Grantee shall use the Grant funds for only the Project and approved Project Activities. Grantee may not use the Grant for Project Activities or at Properties other than the Project Activities and Properties identified on Exhibit A without the prior written consent of DHCD.
3. The portion of the Grant allocated to rent assistance shall be no more than the applicable Sub-Grantee's actual monthly rent for the period that such Sub-Grantee occupies the Property.
4. The portion of the Grant allocated to fund interior and exterior improvements to any Property shall be based upon estimates received from licensed contractors or service providers that could perform work on the Property. If the actual cost of the renovation is less than the portion of the Grant allocated for that Project Activity, the amount of the Grant may be decreased accordingly and Grantee shall return unused funds to DHCD. If the actual cost of a renovation is more than the portion of the Grant allocated for that Project Activity, the Sub-Grantee shall be responsible for the difference.
5. The portion of the Grant allocated to the acquisition of furniture, fixtures and equipment to allow the applicable Sub-Grantees to be operational shall be based upon estimates. If the actual cost of acquisition is less than the portion of the

Grant allocated for that Project Activity, the amount of the Grant may be adjusted accordingly and Grantee shall return unused funds to DHCD. If the actual cost of acquisition is more than the portion of the Grant allocated for that Project Activity, the Sub-Grantee shall be responsible for the difference.

6. The Grant may not be used for acquisition of real property or to pay or reimburse Grantee or Sub-Grantees for executive salaries or bonuses.

7. Grantee shall expend the Grant in accordance with the provisions of the Act, the Guide, and this Agreement.

6. Vacating the Property. Grantee shall notify DHCD promptly in writing if a Sub-Grantee (i) has vacated or intends to vacate a Property; (ii) receives a notice of eviction related to the Property; or (iii) experiences a material impact to its ability to occupy the Property due to a fire or other casualty. DHCD, in its sole determination, may recapture any portion of the Grant allocated to such Sub-Grantee that has not been expended, or may provide written consent for the Grantee to allocate such unexpended portion of the Grant to a different Project Activity.

7. Disbursement of the Grant.

1. The portion of the Grant allocated to Grantee's operating and administrative costs, such as staff salaries or program administration, shall be disbursed following the Effective Date.
2. Prior to receiving a disbursement of Grant funds for costs related to implementing any Project Activity, Grantee shall submit a request for payment ("RFP"), in a manner and form and containing such information that DHCD requires. DHCD shall disburse the amount set forth on an RFP following DHCD's approval of such RFP.
3. In the event the submitted RFP includes a Project Activity or a Property that has not been previously approved in writing by DHCD, DHCD, in its sole discretion, may decline to allocate any portion of the Grant to such Project Activity or Property.
4. All disbursements of the Grant funds are subject to the availability and sufficiency of Program funds.
5. DHCD reserves the right to make any disbursement contingent upon completion of the Project Activities in a manner acceptable to DHCD.
6. DHCD reserves the right not to disburse all or any portion of the Grant if, in its sole determination: (i) Grantee failed to supply any material fact in an RFP; (ii) Grantee's RFP, when combined with prior RFPs, exceeds the total amount of the Grant; (iii) Grantee is in default under the terms of this Agreement; or (iv) the Project or Project Activities are not proceeding to the satisfaction of DHCD.
7. All costs incurred by Grantee or Sub-Grantees before the Effective Date and before the approval of the RFP are incurred voluntarily, at the Grantee or Sub-Grantee's risk and upon their own credit and expense.

8. Default and Remedies.

1. A default shall occur if there is a breach of any covenant, agreement, term or certification in this Agreement, including, but not limited to, a determination by DHCD that: (i) the Grantee has expended all or any portion of the Grant for purposes other than as set forth herein; (ii) the Sub-Grantee has expended all or any portion of the Grant other than in accordance with the Project Activities; (iii) the Grantee is not completing the Project to the satisfaction of DHCD; or (iv) the Project Activities are not being completed to the satisfaction of DHCD.
2. Upon the occurrence of a default, DHCD, in its sole discretion, may proceed with any or all of the following actions:
 1. Reduce or withhold subsequent disbursements of the Grant;
 2. Demand repayment from Grantee of all or any portion of the Grant previously disbursed to Grantee, plus all costs and reasonable attorneys' fees incurred by DHCD in any recovery proceedings; and
 3. Terminate this Agreement.
3. In addition to the rights and remedies contained in this Agreement, DHCD may at any time proceed to protect and enforce all rights available to DHCD by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive termination of this Agreement. Furthermore, no failure or delay of DHCD to exercise any right, power, or remedy consequent upon a default shall constitute a waiver of any such term, condition, covenant, certification, or agreement, or preclude DHCD from exercising any such right, power, or remedy at any later time or times.

9. General Requirements of Records and Reports; Rights of Inspection.

1. Records and Inspection. Grantee shall maintain, and shall cause each Sub-Grantee to maintain, accurate financial records in a form acceptable to DHCD of all transactions relating to the receipt and expenditure of the Grant. Grantee shall maintain and shall cause each Sub-Grantee to maintain and shall make the financial records, books, accounts, other relevant records, administrative offices and personnel, whether full-time, part-time, consultants or volunteers, available to DHCD during reasonable work hours upon request during the term of this Agreement and for a period of not less than 5 years following termination of this Agreement.
2. Property Inspections. Grantee shall permit, and shall Sub-Grantees to permit, DHCD and its agents to periodically inspect the Properties during the term of this Agreement.
3. Final Report. Within thirty (30) days after the expiration of the Grant Period or the date on which Grantee has expended all Grant funds, whichever is sooner, the Grantee shall submit to DHCD a final report (the "Final Report") which describes the progress made in fulfilling the purposes of the Grant, any problems encountered in fulfilling these purposes, as well as any other relevant factors related to the Grant as determined by DHCD. The Final Report shall also contain an expense and revenue summary of the Project and Project Activities, certified by the highest fiscal officer of the Grantee, which lists all expenditures relating to the Grant. In addition, any completed studies, surveys, reports or other work products, if applicable, shall be attached to the Final Report.

4. Additional Documentation. Grantee shall provide DHCD with such additional records, reports, and other documentation relating to the Project as may be required by DHCD from time to time.
10. Assistance from DHCD. In carrying out the Project Activities, Grantee agrees to accept, or shall cause Sub-Grantee to accept, assistance from DHCD or DHCD's designee if DHCD determines such assistance is necessary.
11. Grantee's Certifications. Grantee certifies that, as of the Effective Date and continuing through the term of this Agreement:
 1. Grantee is: (i) a tax-exempt nonprofit organization that works to improve a specific jurisdiction within the State, substantially contributes to the economic development and/or historic preservation of the local business district and supports the small businesses within the jurisdiction it serves; (ii) a designated State or Baltimore City Main Street Maryland community; (iii) a designated Arts & Entertainment district; or (iv) a local government.
 2. Located in the State and is duly organized and validly existing under the laws of the State, is qualified to do business in the State, and has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement.
 3. If Grantee is not exempt from registering with the Maryland State Department of Assessments and Taxation ("**SDAT**"), Grantee is in good standing with SDAT or, if a general partnership or sole proprietorship, is registered with SDAT.
 4. If Grantee is not exempt from registering with SDAT, Grantee is in compliance with §19-105 of the Business Regulation Article and COMAR 24.01.07 (together, the "**Corporate Diversity Act**") and has provided to DHCD: (1) an affidavit attesting that Grantee is not required to submit the corporate diversity addendum (the "**Addendum**") described by the Corporate Diversity Act; or (2) an affidavit and Addendum that certifies Grantee meets at least thirty-three percent (33%) of the diversity indicators listed in the Addendum. Grantee shall keep complete and accurate records supporting the facts in the affidavit and the Addendum, if applicable, for a period of five (5) years from the date of this Agreement. If any representation made by Grantee in the affidavit or Addendum is false when made, DHCD may cancel the Grant in whole or in part, require repayment of the Grant, or seek any other remedy available by law. Capitalized terms used in this paragraph but not defined in the Agreement shall have the meanings set forth in the Corporate Diversity Act.
 5. Grantee maintains an office in, and each Property is located in, an area that has been designated as a sustainable community pursuant to Md. Code Ann., Hous. & Cmty. Dev. §6-205 (2023).
 6. Grantee has at least one 0.5 time dedicated Full Time Equivalent (FTE) paid staff member.
 7. This Agreement has been duly authorized, executed and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee.
 8. A conflict of interest occurs when an employee, director, officer, board member, volunteer, or elected official (each, an "**Interested Person**"), who has a direct or indirect interest in the Grant or receives any benefit from the Grant, is involved in the selection, award or administration of the Grant;

1. If the use of any of the Grant funds could lead to a conflict of interest, any Interested Person must disclose his or her interest to the Grantee and, in connection with the proposed use giving rise to the conflict of interest, not participate in any aspect of the decision-making process regarding how the Grant funds will be allocated or expended, including discussion and debate as well as actual voting; and
2. Grantee shall establish and follow a written conflict of interest policy (the "**Conflict of Interest Policy**") that, at a minimum, must include the requirement set forth in Section 11(h)(i). Grantee shall obtain signatures from each Interested Person, on an annual basis during the term of the Grant, that confirms that such Interested Person has read, understands, and will follow Grantee's Conflict of Interest Policy.
9. The representations, statements and other matters contained in the Application are and remain true and complete in all material respects;
10. If applicable, Grantee shall obtain or shall cause the Sub-Grantees to obtain, or has reasonable assurances that they will obtain, all federal, State and local government approvals, permits, licenses and reviews which may be required to accomplish the Project Activities.
11. Grantee is not affiliated with or controlled by a for-profit organization.
12. Grantee shall comply, and shall cause Sub-Grantees to comply, with the Act and any other applicable federal, State, and local laws, and regulations, ordinances, and all terms and conditions established by DHCD, the State, or the federal government that apply to the operation of the Project.
13. Grantee shall not use, and shall not permit others to use, the Grant funds to engage in political or legislative activities in violation of I.R.C. §501(c)(3).
14. Grantee has complied or shall comply with all special conditions which may be imposed by DHCD.
15. Grantee is not subject to any current or pending bankruptcy proceeding, criminal investigation, or civil investigation by any federal, State, or local government agency for alleged violation of laws or regulations enforced by such agencies.
16. Grantee shall ascertain whether any Sub-Grantee has received, or whether any Property has benefitted from, Program funds prior to the Effective Date. Grantee shall promptly notify DHCD in writing if any Sub-Grantee or Property has received or benefitted from Program funds and DHCD, in its sole discretion, may reallocate the applicable portion of the Grant to another Sub-Grantee or Property.
17. The Grant may not be used to pay for activities that are part of a particular religious practice. Therefore, if Grantee or any Sub-Grantee is, or is related to, a religious or faith-based organization, Grant funds shall be used solely to support its nonsectarian activities (for example, childcare, a food pantry, or providing meeting space for self- help groups).
18. Grantee shall ensure that Sub-Grantees maintain property and commercial liability insurance coverages on the Properties during and after construction or rehabilitation funded by the Grant for the term of this Agreement.

19. Grantee shall confirm that any Property located in a 100-year flood plain, as designated by the United States Department of Housing and Urban Development, carries appropriate flood insurance coverage.

12. Nondiscrimination and Drug and Alcohol Free Workplace.

1. Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical or mental disability, or age in any aspect of its projects, programs or activities.
2. Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:
 1. Titles VI and VII of the Civil Rights Act of 1964, as amended, to the end that no person shall experience employment discrimination or be excluded from participation in, or be denied the benefits of, any program or activity for which Grantee receives financial or technical assistance from DHCD, on the grounds of race, color, or national original;
 2. Title VIII of the Civil Rights Act of 1968, as amended, to the end that no person shall be denied fair housing;
 3. Title 20 of the State Government Article, Annotated Code of Maryland, as amended, which establishes the Maryland Commission on Civil Rights and prohibits discrimination in employment and residential housing practices;
 4. DHCD's Minority Business Enterprise Program, as amended;
 5. The Governor's Executive Order 01.01.1989.18 relating to Drug and Alcohol Free Workplaces, and any DHCD or State regulations adopted or to be adopted to carry out the requirements of that Order;
 6. The Fair Housing Amendments Act of 1988, as amended to the end that it shall be unlawful to discriminate based on race, color, religion, sex, handicap, familial status, or national origin, in connection with rental, sales or financing of residential real property (as those terms are defined in the Fair Housing Amendments Act);
 7. The Americans with Disabilities Act of 1990, as amended;
 8. State of Maryland Governor's Code of Fair Employment Practices (as set forth in Executive Order 01.01.2007.16);
 9. The Secretary's Policy Statement on Equal Opportunity, to the end that DHCD shall not knowingly approve grants of financial or technical assistance to recipients who are engaged in discriminatory employment practices; and
 10. All other applicable federal and State laws, regulations, and rules.

13. Indemnification.

1. Except in the event of DHCD's negligence or willful misconduct or the negligence or willful misconduct of DHCD's officers, agents, employees, successors and assigns, Grantee (i) releases DHCD, its agents, employees, and the Program from,

(ii) agrees that DHCD, its agents, employees and the Program shall not have any liability for, and (iii) agrees to protect, indemnify and save harmless DHCD, its agents, employees and the Program from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature, including a reasonable attorney's fee, incurred by, or asserted or imposed against, DHCD, its agents, employees, or the Program, as a result of or in connection with the Project and the Project Activities. All money expended by DHCD, its agents, employees, or the Program as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to DHCD.

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

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

15. Applicability to Sub-Grantees. Where performance of the activities authorized by this Agreement is approved by DHCD to be carried out by a Sub-Grantee, Grantee shall make the provisions of this Agreement binding on such Sub-Grantee. This shall be accomplished by a written agreement or contract between Grantee and the Sub-Grantee. Where the term "Grantee" appears in this Agreement, it shall be interpreted to include the appropriate Sub-Grantee. Notwithstanding the foregoing, Grantee acknowledges and agrees that Grantee has the ultimate legal responsibility for ensuring compliance with the requirements of this Agreement.

16. Amendment. Other than as specifically set forth herein, this Agreement or any part hereof, may be amended from time to time only by a written instrument executed by DHCD and Grantee.
17. Assignment. No right, benefit or advantage inuring to the Grantee and no burden imposed on Grantee under this Agreement may be assigned without the prior written approval of DHCD.
18. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State without regard to conflict of laws provisions.
19. Term of Agreement. Unless sooner terminated pursuant to the terms of this Agreement, this Agreement shall be effective as of the Effective Date and shall remain in effect until DHCD closes out the Project in accordance with its procedures for closing out projects. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect.
20. Execution. This Agreement and any amendments thereto may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement or amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement or amendment and of signature pages by facsimile or by electronic transmission shall constitute effective execution and delivery of this Agreement or amendment as to the parties and may be used in lieu of the original Agreement or amendment for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.
21. Signature. Grantee must provide an executed Agreement to DHCD within five (5) business days after the date this Agreement is received by the Grantee. If the Grantee fails to provide an executed Agreement within the time frame set forth herein, DHCD, in its sole discretion, may rescind the Grant.
22. Notices. All notices required hereunder shall be in writing and shall be sent to DHCD at: Department of Housing and Community Development, Division of Neighborhood Revitalization, 2 N Charles St, Suite 450, Baltimore, MD 21201, Attn: Project Restore 2.0 Program and to the Grantee at the address set forth in Grantee's Application or at such other address provided by Grantee to DHCD in writing.
23. **CONFESSION OF JUDGMENT**. IF THE PRINCIPAL AMOUNT OF THE GRANT, OR ANY OTHER PAYMENT DUE UNDER THIS AGREEMENT IS NOT PAID WHEN DUE, WHETHER BY MATURITY, ACCELERATION OR OTHERWISE, GRANTEE HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST IT AND IN FAVOR OF THE HOLDER OF THIS AGREEMENT (THE "HOLDER"), AT ANY TIME, WITHOUT A PRIOR HEARING, AND IN THE AMOUNT OF THE OUTSTANDING PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED AND UNPAID INTEREST, OUTSTANDING FEES AND LATE CHARGES, AND ALL OTHER AMOUNTS PAYABLE TO THE HOLDER UNDER THE TERMS OF THIS AGREEMENT, INCLUDING COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES INCURRED AS A RESULT OF, RELATED TO, OR IN CONNECTION WITH ANY DEFAULT UNDER THIS AGREEMENT AND ANY EFFORTS TO COLLECT ANY AMOUNT DUE UNDER THIS AGREEMENT

OR ANY JUDGMENTS ENTERED THEREON. THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF OR BY ANY IMPERFECT EXERCISE THEREOF; SUCH AUTHORITY MAY BE EXERCISED ON ONE OR MORE OCCASIONS OR FROM TIME TO TIME IN THE SAME OR DIFFERENT JURISDICTION AS OFTEN AS HOLDER SHALL DEEM NECESSARY AND DESIRABLE, FOR ALL OF WHICH THIS AGREEMENT SHALL BE SUFFICIENT WARRANT; IF ENFORCEMENT OF THIS AGREEMENT RESULTS IN HOLDER OBTAINING A MONEY JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT, HOLDER'S RIGHT TO APPEAR AND CONFESS JUDGMENT FOR AMOUNTS DUE, INCLUDING THE PAYMENT AND REIMBURSEMENT OF REASONABLE ATTORNEYS' FEES AND COSTS ARISING AFTER THE ENTRY OF JUDGMENT (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS INCURRED TO COLLECT THE JUDGMENT) SHALL NOT BE EXTINGUISHED BY OR MERGED INTO ANY SUCH JUDGMENT BUT SHALL SURVIVE THE JUDGMENT AS A CLAIM AGAINST ANY SUCH OBLIGOR. GRANTEE HEREBY WAIVES AND RELEASES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL PROCEDURAL ERRORS AND ALL RIGHTS OF EXEMPTION, APPEAL, STAY OF EXECUTION, INQUISITION, AND EXTENSION UPON ANY LEVY ON REAL ESTATE OR PERSONAL PROPERTY TO WHICH GRANTEE MAY OTHERWISE BE ENTITLED UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR OF ANY STATE OR POSSESSION OF THE UNITED STATES OF AMERICA NOW IN FORCE AND WHICH MAY HEREINAFTER BE ENACTED.

This Section 23 shall not apply to Grantees that are local governments.

EXHIBIT A

PROJECT RESTORE PROGRAM

As more fully described in Grantee's application for funds dated: 4/23/2024

	Property priority
Property Details	1
Street Address	Suite / unit #
74 Baltimore Street	
City	State
Cumberland	MD
Zip	
21502	

Property Condition

Poor

Current zoning for the property

Commercial

Will a change in zoning be required for this property given the intended use?

No

Is this property historic?

Yes

- DHCD will work with awardees to coordinate with the Maryland Historical Trust (MH) after funding decisions are made to ensure compliance as necessary for each property activated with these funds.
- Historic is defined as a building that is individually listed in the National Register, located within a listed National Register Historic District, or was surveyed in the Maryland Inventory of Historic Properties and include a link to MEDUSA. You can verify the property here- [Medusa Maryland's Cultural Resource Information System - Version 1.6](#)

Landlord / property owner**First Name**

Jay

Last Name

McKee

Title

CEO

Company Affiliation

Katherine James Realty Company, LLC

Email

katherinejamesrealty@gmail.com

Phone Number

434-420-6661

Total rentable sq/ft

1200

Rent sq/ft or sale price

\$1.67

Most recent use

Retail (that is not restaurant/cafe)

Vacant since

01/2024

Property priority

2

Property Details**Street Address**

7/11 North Liberty Street

Suite / unit #**City**

Cumberland

State

MD

Zip

21502

Property Condition

Poor

Current zoning for the property

Commercial

Will a change in zoning be required for this property given the intended use?

No

Is this property historic?

Yes

- DHCD will work with awardees to coordinate with the Maryland Historical Trust (MH) after funding decisions are made to ensure compliance as necessary for each property activated with these funds.
- Historic is defined as a building that is individually listed in the National Register, located within a listed National Register Historic District, or was surveyed in the Maryland Inventory of Historic Properties and include a link to MEDUSA. You can verify the property here- [Medusa Maryland's Cultural Resource Information System - Version 1.6](#)

Landlord / property owner**First Name**

Ryan

Last Name

Sawyers

Title

Owner

Email

ryansawyers@hotmail.com

Company Affiliation

Rawlings Real Estate Holdings, LLC

Phone Number

765-413-4915

Total rentable sq/ft

1600

Rent sq/ft or sale price

\$1.60

Most recent use

Retail (that is not restaurant/cafe)

Vacant since

06/2019

Property Details**Property priority**

3

Street Address

123 Baltimore Street

Suite / unit #**City**

Cumberland

State

MD

Zip

21502

Property Condition

Fair

Current zoning for the property

Commercial

Will a change in zoning be required for this property given the intended use?

No

Is this property historic?

Yes

- DHCD will work with awardees to coordinate with the Maryland Historical Trust (MH) after funding decisions are made to ensure compliance as necessary for each property activated with these funds.
- Historic is defined as a building that is individually listed in the National Register, located within a listed National Register Historic District, or was surveyed in the Maryland Inventory of Historic Properties and include a link to MEDUSA. You can verify the property here- [Medusa Maryland's Cultural Resource Information System - Version 1.6](#)

Landlord / property owner**First Name**

Allegany Arts Council

Last Name

Julie Westendorff

Title

Executive Director

Company Affiliation

Allegany Arts Council

Email

jwestendorff@alleganyarts.org

Phone Number

703-244-8018

Total rentable sq/ft

7080

Rent sq/ft or sale price

\$130,000.00

Most recent use

Retail (that is not restaurant/cafe)

Vacant since

04/2020

Project Budget

Activity

Priority #1 74 Baltimore Street - Robey Stucco in Frederick, MD
 quote for work: Scope of Work: Install staging/scaffolding to perform work; Install cover/protection to adjacent areas; Remove existing damaged, loose, cracked and "bulged" stucco - This proposal covers up to 50% of the wall being removed; Fill in areas with missing brick with a stucco mix; Repair all bad patches and uneven surfaces; Straighten out all corner and trim areas from old patches; Use Rapid Patch to repair larger cracks; Remove finish/paint (approximately 10%) on all sound existing stucco around areas of repairs; Lightly grind all surrounding edges of the repaired areas in order to tie in new system; Lightly grind all remaining walls in the area; Prep and clean all surfaces prior to installing new system as needed to rebuild areas after removing bad stucco; Install 15lbs felt paper to wood sheathing - Install 2.5 lb. self-furring metal lath, (galvanized) over felt paper to sheathing as needed - Install ¾" casing bead and expansion bead as needed - Install corner bead at outside corners only as needed - Install (1) scratch coat over and embedded into metal lath - Install (1) brown coat over scratch coat; Apply a bonding agent as needed; Install synthetic base coat with embedded fiber mesh over existing stucco and newly patched stucco areas; Install finish coat over base coat (color and standard texture to be approved) - Color and standard texture will not match a 100%; Includes dump fees and any equipment rental if needed; Area of work: Left elevation on the entire wall; *Do to the constant fluctuations in material costs and the project begins 30 days after it has been accepted. Robey Stucco has the discretion to adjust base dollars and options for material cost changes. ** We have not included any framing, sheathing, sub-straight repairs or any other work needed behind existing system. All repairs 5%.

Requested Amount**\$100,000.00**

Activity

Priority #2 7/11 North Liberty Street. Estimates and budget from Shaun Mitchell, a licensed contractor. Mechanical \$12,000.00 - (2) mini-splits. Plumbing \$6,000.00 - Saw cutting and excavation & water and sanitary. Plumbing Fixtures \$1,500 - "1 Toilet, 1 wall mount lavy, 1 ada Hi-lo water fountain, 1 Point of use water heater. Electrical service \$8,000 - Service and switch gear; Electrical \$8,000 - Lights, receptacles, HVAC, water fountain, exhaust fan, egress lighting; Lighting \$2,000 - (20) lay in led lights; Framing labor and materials - \$9,000; Insulation of perimeter walls - \$1,500; Drywall labor and materials - \$4,540; Ceiling system \$8,400; Paint labor and materials - \$3,500; Flooring \$7,200; Trim and millwork (labor) \$1,200; Trim materials - \$300; Doors - \$1,000; Bath accessories - \$350; Storefront - \$5,000; Disposal/Dumpster Fees and labor - \$5,500; Masonry - \$3,000; Structural modifications at storefront - \$1,000; General carpentry and labor \$3,000; Asbestos and Hazards abatement \$2,500; Utility connection fees \$4,000; Other - hardware, signage, miscellaneous \$1,500 Hardware, address labels, consumables. Etc. General conditions and mobilization \$1,000.00

	Requested Amount
\$99,990.00	\$100,000.00

Activity

Priority #3 123 Baltimore Street, first floor. Reopen the art gallery, create temporary office space, storage, construction of ADA-compliant restrooms installation of an art hanging system, lighting and replacement/enhancement of the front facade and windows. Finishes, Drywall and painting of surfacees - \$37,593; millwork, casework counters and built-ins - \$6,207; Mechanical systems, HVAC and plumbing - \$56,200.

	Requested Amount
	\$100,000.00

Total Funding

\$300,000.00

Generate Award Letter**Authorized Signature**

Project Restore 2.0 (FY2024)

Submitted by **Melinda Kelleher** on **Apr 23rd, 2024** at **1:55 pm**

Status: *Award Agreement Review*

Authorized Signature

Melinda Kelleher

☒ I agree to be legally bound by this document.

Name of Authorized Signee

Title of Authorized Signee

Melinda Kelleher

Executive Director

Date of Signature

Jul 18, 2024

Project Restore 2.0 (FY2024)

Submitted by **Melinda Kelleher** on **Apr 23rd, 2024** at **1:55 pm**

Status: *Award Agreement Executed*

Award Agreement Leadership Signature

DHCD Signature & Title

Carol Gilbert, DHCD Assistant Secretary

 I agree to be legally bound by this document.

Effective Date

Jul 30, 2024



PROJECT RESTORE SUB-GRANT APPLICATION

CONTACT NAME: Julie Westendorff
BUSINESS NAME: Allegheny Arts Council
BUSINESS ADDRESS: 42 N. Centre Street, Cumberland, MD 21502
PHONE: 301.717.2787 EMAIL: jwestendorff@alleghenyarts.org
ADDRESS OF BUILDING TO BE RENOVATED: 123-125 Baltimore Street, Cumberland, MD 21502

Please provide a brief summary of the work to take place utilizing the grant funds (be specific):

We are in the early stages of hiring an architect to begin developing space plans and drawings for the building which will guide next steps. These funds will be used to support this process as well as the demolition costs anticipated in the first phase of work. If funds remain available, they will be utilized for additional phases of work.

Has a contractor(s) been chosen? If so, please list each contractor with company name, contact name, phone, email type of work, and proof of good standing for the State of Maryland. Use this link for Maryland: www.egov.maryland.gov/BusinessExpress/EntitySearch. Use additional pages if necessary.

No, we are currently in the process of hiring ~~an~~ an architect.



PROJECT RESTORE SUB-GRANT APPLICATION

Required Attachments:

- Current W-9
- 501c3 letter if a non-profit
- Federal Tax ID #
- Estimates or quotes for work listed in this application

Date: 7/30/24

Print Name: Julie B. Westbroff

Signature: [Handwritten Signature]

CUMBERLAND
DOWNTOWN DEVELOPMENT COMMISSION
A Main Street Maryland Community





PROJECT RESTORE SUB-GRANT APPLICATION

CONTACT NAME: JAMES R. MCKEE

BUSINESS NAME: Katherine JAMES Realty Company LLC

BUSINESS ADDRESS: 14 Green Street, Cazenovia, NY 13035

PHONE: 434.420.6661 EMAIL: Katherine.james.realty@gmail.com

ADDRESS OF BUILDING TO BE RENOVATED: 74 Baltimore Street, Cumberland

Please provide a brief summary of the work to take place utilizing the grant funds (be specific):

Repair of the outside wall of
74 Baltimore Street.

See Attachments 2/ quote and pictures

Has a contractor(s) been chosen? If so, please list each contractor with company name, contact name, phone, email type of work, and proof of good standing for the State of Maryland. Use this link for Maryland: www.sos.maryland.gov/BusinessExpress/EntitySearch. Use additional pages if necessary.

Robey Street - # TDO402834 - Active

Owner: Robey Investments LLC

1634 Old Westminster Pk

Westminster, MD 21157

Expiration of Certificate of Good Standing:

31 Aug 2025



PROJECT RESTORE SUB-GRANT APPLICATION

Required Attachments:

- Current W-9
- 501C3 letter if a non-profit
- Federal Tax ID #
- Estimates or quotes for work listed in this application

Date: 17 July 2024

Print Name: JAMES R. MCKEE

Signature: [Handwritten Signature] James R. McKee

CUMBERLAND
Downstream Development Commission
1 New Lane, Knightstown, IN 46039

THOMAS STREET MARKET
MARYLAND

File Attachments for Item:

. Order 27,540 - lifting the provisions of Section 11-113 of the City Code to allow open containers of alcohol within a defined area for the "Rock the Block" event on October 12, 2024 from 11:00 a.m. and ending at 9:00 p.m.; notwithstanding, that open glass containers shall not be permitted

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

ORDER NO. 27,540

DATE: August 20, 2024

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

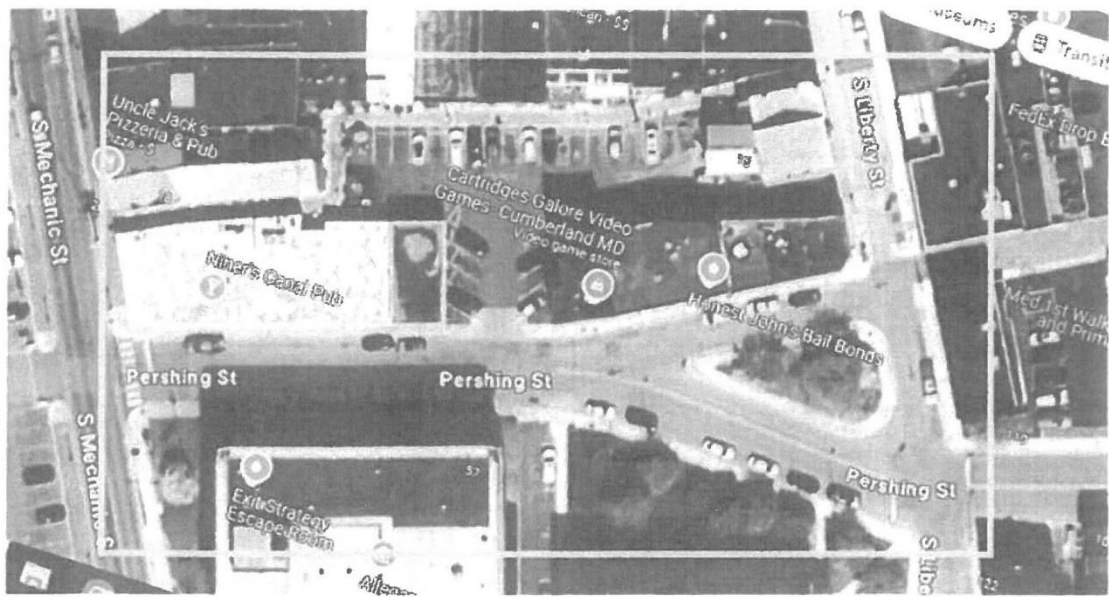
THAT, the provisions of Section 11-113 of the City Code, entitled "Open Containers of Alcohol," be and are hereby lifted for the "Rock the Block" event to be held October 12, 2024 from 11:00 AM until 9:00 PM on within the confines of the following area:

- Pershing Street from S. Mechanic Street to S. Liberty Street
- W. Union Street from Pershing Street to S. Liberty Street
- Merchant's Alley Parking Lot

BE IT FURTHER ORDERED, that, notwithstanding the foregoing, open glass containers shall not be permitted in the area defined above and Section 11-113 (a) of the City Code shall remain in force and effect as to glass open containers of alcoholic beverages in that area.

Raymond M. Morriss, Mayor

**Map attached*



File Attachments for Item:

. Order 27,541 - authorizing the execution of an Outdoor Dining Lease Agreement with Pepper in a Bottle (DBA Sabroso Tacos), Ristorante Ottaviani, L.L.C. and Ottaviani's Tasting Room, L.L.C., for the use of the public right of way immediately in front of and adjacent to the property for outside cafe dining for a term effective August 20, 2024 through October 31, 2025

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

ORDER NO. 27,541

DATE: August 20, 2024

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

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

PEPPER IN A BOTTLE (DBA Sabroso Tacos)

RISTORANTE OTTAVIANI, L.L.C.

OTTAVIANI'S TASTING ROOM, L.L.C.

detailing terms for the use of the public right-of-way immediately in front of and adjacent to each property for outside café dining for a term effective August 20, 2024 through October 31, 2025.

Raymond M. Morriss, Mayor

OUTDOOR DINING LEASE AGREEMENT

THIS OUTDOOR DINING LEASE AGREEMENT ("Lease") is made and executed this 6 day of August, 2024, by and between the Mayor and City Council of Cumberland, a Maryland municipal corporation (the "City") and PEPPER IN A BOTTLE (DBA Sabroso Tacos) ("Lessee").

WHEREAS, Lessee operates a restaurant at 40 N. Centre Street, Cumberland, MD 21502;

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

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

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

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

1. **Demise.** The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee's restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of 8'10" feet and length of 26'6" feet, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the "Demised Premises") is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit 1. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

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

2. **Term.** The term of this lease shall commence on August 10, 2024, and shall terminate on October 31, 2025, unless sooner terminated as provided for herein.

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

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

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

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

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

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

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

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

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

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

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

14. **Release.** The Lessee hereby irrevocably and unconditionally releases, cancels, and forever discharges the City and its directors, officers, officials, employees, affiliates, agents, and

representatives from any and all claims, complaints, causes of action, demands, damages, obligations, liabilities, losses, promises, agreements, controversies, penalties, expenses, and executions of any kind or nature whatsoever, whether known or unknown, actual or potential, whether arising in law or in equity, which the Lessee may have, may have had, or may in the future obtain, arising out of or relating to any acts, omissions, agreements, or events relating in any manner to this Lease. The provisions of this section shall survive the termination or earlier expiration of this Lease.

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

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

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

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

- a) In the event that Lessee shall fail to keep and perform, or shall violate the terms, covenants, and conditions of this Lease on its part to be kept and performed, and Lessee shall not have cured or corrected this failure within five (5) days after written notice shall have been given to Lessee.
- b) If Lessee shall make an assignment for the benefit of its creditors, or shall file a petition in bankruptcy or shall be adjudged bankrupt, or the interest of Lessee under this Lease shall be levied upon and sold upon execution or shall, by operation of law, become vested in another person, firm or corporation, because of the insolvency of Lessee, or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this Lease.

c) In the event that Lessee shall vacate or abandon the Demised Premises (or its restaurant located adjacent thereto), or shall permit them to remain vacant and unoccupied without the consent of the City first obtained.

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

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

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

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

To the City:

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

To Lessee:

Micheal Harris
Sabroso Tacos
40 N. Centre Street
Cumberland, MD 21502

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

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

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

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

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

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

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

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

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

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

MAYOR AND CITY COUNCIL
OF CUMBERLAND

By: _____
Raymond M. Morriss, Mayor

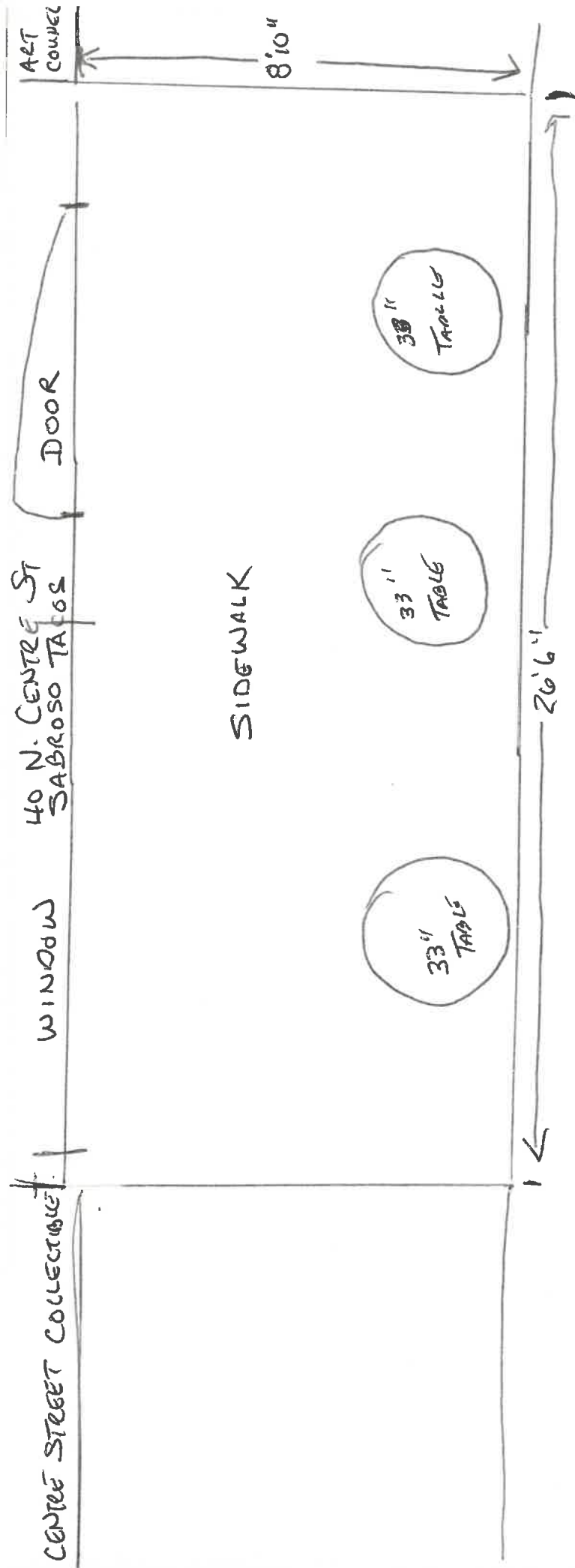
PEPPER IN A BOTTLE (DBA Sabroso Tacos)

By: _____ (Seal)
Signature

MICHAEL E. HARRIS
Printed name

Witness

Position



MOTOR
STREET

SIDE
WALK

OUTDOOR DINING LEASE AGREEMENT

THIS OUTDOOR DINING LEASE AGREEMENT ("Lease") is made and executed this ____ day of _____, 2024, by and between the **Mayor and City Council of Cumberland**, a Maryland municipal corporation (the "City") and **OTTAVIANI's TASTING ROOM, L.L.C.** ("Lessee").

WHEREAS, Lessee operates a restaurant at 27 N. Centre Street, Cumberland, MD 21502;

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

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

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

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

1. **Demise**. The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee's restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of 18 feet and length of 23 feet, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the "Demised Premises") is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit 1. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

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

2. **Term**. The term of this lease shall commence on ^{August 20} ~~June 1~~, 2024, and shall terminate on October 31, 2025, unless sooner terminated as provided for herein.

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

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

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

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

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

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

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

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

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

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

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

14. **Release.** The Lessee hereby irrevocably and unconditionally releases, cancels, and forever discharges the City and its directors, officers, officials, employees, affiliates, agents, and

representatives from any and all claims, complaints, causes of action, demands, damages, obligations, liabilities, losses, promises, agreements, controversies, penalties, expenses, and executions of any kind or nature whatsoever, whether known or unknown, actual or potential, whether arising in law or in equity, which the Lessee may have, may have had, or may in the future obtain, arising out of or relating to any acts, omissions, agreements, or events relating in any manner to this Lease. The provisions of this section shall survive the termination or earlier expiration of this Lease.

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

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

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

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

- a) In the event that Lessee shall fail to keep and perform, or shall violate the terms, covenants, and conditions of this Lease on its part to be kept and performed, and Lessee shall not have cured or corrected this failure within five (5) days after written notice shall have been given to Lessee.
- b) If Lessee shall make an assignment for the benefit of its creditors, or shall file a petition in bankruptcy or shall be adjudged bankrupt, or the interest of Lessee under this Lease shall be levied upon and sold upon execution or shall, by operation of law, become vested in another person, firm or corporation, because of the insolvency of Lessee, or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this Lease.

c) In the event that Lessee shall vacate or abandon the Demised Premises (or its restaurant located adjacent thereto), or shall permit them to remain vacant and unoccupied without the consent of the City first obtained.

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

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

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

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

To the City:

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

To Lessee:

Toni Ottaviani
Ottaviani's Tasting Room, L.L.C.
27 N. Centre Street
Cumberland, MD 21502

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

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

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

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

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

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

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

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

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

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

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

By: _____
Raymond M. Morriss, Mayor

OTTAVIANI's TASTING ROOM, L.L.C.

By: _____ (Seal)
Signature

Printed name

Witness

Answer

Position

? parking 

OUTDOOR DINING LEASE AGREEMENT

THIS OUTDOOR DINING LEASE AGREEMENT ("Lease") is made and executed this ____ day of _____, 2024, by and between the **Mayor and City Council of Cumberland**, a Maryland municipal corporation (the "City") and **RISTORANTE OTTAVIANI, L.L.C.** ("Lessee").

WHEREAS, Lessee operates a restaurant at 25 N. Centre Street, Cumberland, MD 21502;

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

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

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

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

1. **Demise.** The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee's restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of 18 feet and length of 56 feet, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the "Demised Premises") is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit 1. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

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

2. **Term.** The term of this lease shall commence on ^{August 20} ~~June 1~~, 2024, and shall terminate on October 31, 2025, unless sooner terminated as provided for herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To the City:

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

To Lessee:

Toni Ottaviani
Ristoranti Ottaviani, L.L.C.
25 N. Centre Street
Cumberland, MD 21502

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

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

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

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

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

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

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

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

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

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

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

By: _____
Raymond M. Morriss, Mayor

RISTORANTE OTTAVIANI, L.L.C.

By: _____ (Seal)

Signature

Printed name

Position

Witness

File Attachments for Item:

. Order 27,542 - authorizing the abatement of taxes and interest for three City-owned properties at 445 Waverly Terrace, 424 Cumberland Street and 212 Baltimore Avenue

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

ORDER NO. 27,542

DATE: August 20, 2024

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

THAT, the City Comptroller be and is hereby authorized to abate City
real estate taxes and interest owed for the following City-owned properties and
tax years listed:

Address and Tax ID	Tax Years	Tax Amount	Interest Amount	Total Amount
Tax ID: 22-005863 445 Waverly Terrace	2016-2024	\$2,168.09	\$2,002.84	\$4,170.93
Tax ID: 06-041515 424 Cumberland Street	2021-2024	\$1,810.69	\$649.00	\$2,459.69
Tax ID: 23-012413 212 Baltimore Avenue	2022-2024	\$1,977.38	\$447.86	\$2,425.24
Total				\$9,055.86

Raymond M. Morriss, Mayor



CITY OF CUMBERLAND MARYLAND

City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

FIELDS JOSEPH LOUIS

C/O BERNADETTE FIELDS 4303 W OKLAHOMA AVE
MILWAUKEE, WI 53219-3450

Description & Location: 424 CUMBERLAND ST
424 CUMBERLAND ST
CUMBERLAND, 21502

Instant Statement for PIDN: 06041515

Current Credit: 0.00

Date: 08/09/2024

Code	Year	Bill#	Date	Date Effective	Normal	Penalty	Interest	Due	Payment	Adj. Type	Adjust	Adj. Date
Real Estate Tax Annual	2021		06/28/2021	01/01/0001	464.41	0.00	325.15	789.56	0.00		0.00	
Real Estate Tax Annual	2022		06/24/2022	01/01/0001	473.25	0.00	217.81	691.06	0.00		0.00	
2023 Real Estate Tax Annual	2023		07/01/2023	01/01/0001	482.07	0.00	106.04	588.11	0.00		0.00	
2024 Real Estate Tax Annual	2024		07/01/2024	01/01/0001	390.96	0.00	0.00	390.96	0.00		0.00	
Totals:								2459.69	0.00			

2021-2024
Tax

464.41 +
473.25 +
482.07 +
390.96 +

004

1,810.69

2021-2024
Interest

325.15 +
217.81 +
106.04 +

003

649.00



City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

HUNT MATTHEW J

212 BALTIMORE AVE
CUMBERLAND, MD 21502-2406

Description & Location: 7705 SQ FT
212 BALTIMORE AVE
CUMBERLAND, 21502

Instant Statement for PIDN: 23012413

Current Credit: 0.00

Date: 08/09/2024

Code	Year	Bill#	Date	Date Effective	Normal	Penalty	Interest	Due	Payment	Adj. Type	Adjust	Adj. Date
Real Estate Tax Annual	2022		06/24/2022	01/01/0001	657.24	0.00	302.22	959.46	0.00		0.00	
2023 Real Estate Tax Annual	2023		07/01/2023	01/01/0001	662.19	0.00	145.64	807.83	0.00		0.00	
2024 Real Estate Tax Annual	2024		07/01/2024	01/01/0001	657.95	0.00	0.00	657.95	0.00		0.00	
Totals:								2425.24	0.00			

2022-2024
Tax

003

657.24
662.19
657.95
1,977.38

002

2022-2024
Interest

302.22
145.64
447.86



CITY OF CUMBERLAND MARYLAND

City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

DAY DARRYL DUANE ET AL
STALLING DEBBIE LYNN
445 WAVERLY TER
CUMBERLAND, MD 21502-2531

Description & Location: 445 N WAVERLY TERR
445 WAVERLY TER
CUMBERLAND, 21502

Instant Statement for PIDN: 22005863

Current Credit: 0.00

Date: 08/09/2024

Code	Year	Bill#	Date	Date Effective	Normal	Penalty	Interest	Due	Payment	Adj. Type	Adjust	Adj. Date
Real Estate Tax	2016		06/28/2016	01/01/0001	117.78	0.00	217.12	334.90	0.00		0.00	
Real Estate Tax	2016		06/28/2016	01/01/0001	117.78	0.00	224.20	341.98	0.00		0.00	
Real Estate Tax Semi Annual	2017		06/27/2017	01/01/0001	132.44	0.00	212.00	344.44	0.00		0.00	
Real Estate Tax Annual	2017		06/27/2017	01/01/0001	132.44	0.00	219.95	352.39	0.00		0.00	
Real Estate Tax Semi Annual	2018		06/27/2018	01/01/0001	116.01	0.00	157.76	273.77	0.00		0.00	
Real Estate Tax Annual	2018		06/27/2018	01/01/0001	116.02	0.00	164.72	280.74	0.00		0.00	
Real Estate Tax Semi Annual	2019		06/26/2019	01/01/0001	116.01	0.00	129.92	245.93	0.00		0.00	
Real Estate Tax Annual	2019		06/26/2019	01/01/0001	116.02	0.00	136.88	252.90	0.00		0.00	
Real Estate Tax Semi Annual	2020		06/29/2020	01/01/0001	116.01	0.00	102.08	218.09	0.00		0.00	

Code	Year	Bill#	Date	Date Effective	Normal	Penalty	Interest	Due	Payment	Adj. Type	Adjust	Adj. Date
Real Estate Tax Annual	2020		06/29/2020	01/01/0001	116.02	0.00	109.04	225.06	0.00		0.00	
Real Estate Tax Annual	2021		06/28/2021	01/01/0001	235.92	0.00	165.20	401.12	0.00		0.00	
Real Estate Tax Annual	2022		06/24/2022	01/01/0001	239.80	0.00	110.40	350.20	0.00		0.00	
2023 Real Estate Tax Annual	2023		07/01/2023	01/01/0001	243.68	0.00	53.57	297.25	0.00		0.00	
2024 Real Estate Tax Annual	2024		07/01/2024	01/01/0001	252.16	0.00	0.00	252.16	0.00		0.00	
Totals:								4170.93	0.00			

2016-2024
Tax

2016-2024
Interest

117-73+
117-73+
152-44+
152-44+
116-01+
116-01+
116-02+
116-02+
116-01+
116-02+
255-92+
239-80+
243-63+
252-16+

014

12,168-00+

217-12+
224-20+
212-05+
213-95+
157-76+
164-72+
129-92+
136-86+
102-06+
109-04+
165-20+
110-40+
53-57+

013

2,002-84+

File Attachments for Item:

. Order 27,543 - declaring certain City-owned property located on Brookfield Avenue, Portion of Lot 1 in Block 28 to be surplus and authorizing it for sale

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

ORDER NO. 27,543

DATE: June 18, 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 may 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. Brookfield Avenue, Portion of Lot 1 in Block 28 Tax ID No. 04-012763

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

Raymond M. Morriss, Mayor



Allison Layton <allison.layton@cumberlandmd.gov>

Re: Offer to purchase a piece of City owned property

1 message

Ken Tressler <ken.tressler@cumberlandmd.gov>

Thu, Aug 8, 2024 at 3:56 PM

To: Julie Thornton <julie.thornton@cumberlandmd.gov>

Cc: John DeVault <john.devault@cumberlandmd.gov>, Robert Smith <robert.smith@cumberlandmd.gov>, Kevin Thacker <kevin.thacker@cumberlandmd.gov>, Allison Layton <allison.layton@cumberlandmd.gov>, Denise Adams <denise.adams@cumberlandmd.gov>

Hello Julie,

Thank you for reviewing this.

Allison,

I do not believe that this property has been declared surplus. Please add that to the agenda for the next meeting. We will add it to the next surplus property sale offering that we hold.

Please let me know if you have any questions.

On Thu, Aug 8, 2024 at 2:57 PM Julie Thornton <julie.thornton@cumberlandmd.gov> wrote:

Ken,

It is our recommendation that the parcel in question at the intersection of Brookfield and Kent Aves (next to 630 Brookfield) can be sold with no issues.

This parcel is a part of the Johnson Heights subdivision - it is a portion of lot 1 in block 28 (attached - drawing 4307). The deed for this parcel can be found in Liber 304 Folio 571 (also attached) - noting this as there is no deed reference attached to the SDAT account information for account 04-012763. Bessie Schuh conveyed this parcel to the City of Cumberland on September 22nd, 1958. There are four exceptions noted in the deed, but all involve selling off other portions of lots 1 and 2 that she owned at the time - the remaining 40' that isn't covered by those exceptions is the parcel that the City now owns.

According to the minutes from the Mayor and City Council meeting on 10/13/1958 (attached), Bessie Schuh offered to deed the parcel in question to the City in exchange for clearing improvement liens that had been filed against the property. It was determined at the time by the City that the liens amounted to a sum that far exceeded the value of the property and that it would be cheaper to accept the deed than go through foreclosure proceedings (see dwgs 6225 and C-130 for details on the improvement bills/liens in question). The City accepted the deed, as referenced in Order #15150 (attached). The City also granted insolvencies on the paving liens in Order #15151 (attached). It would appear that the City did not have any plans for the property but accepted it because it was the most cost effective solution.

There is a storm sewer in Kent Ave right-of-way approximately 2.5' behind the face of the curb, which is well within the City's right-of-way. The right-of-way Kent Ave is approximately 19' behind the face of curb for the area in question (see C-713), so there should be no issue with accessing this sewer if this property were sold. As such, we feel that there should be no issue if the City sold this property.

If you have any questions or need further clarification, please feel free to let me know.

Julie

Julie Thornton

Engineering Technician II

City of Cumberland Engineering Division

57 N. Liberty St.

Cumberland, MD 21502

File Attachments for Item:

. Order 27,544 - accepting the proposal from MERJE to develop a wayfinding master plan for the City of Cumberland in the amount not to exceed \$44,990, and rejecting all other proposals received for this project

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

ORDER NO. 27,544

DATE: August 20, 2024

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

THAT, the proposal from MERJE, 5 W. Gay Street, West Chester, PA 19380 to develop a wayfinding master plan for the City of Cumberland be and is hereby accepted in the amount not to exceed Forty Four Thousand Nine Hundred Ninety Dollars and No Cents (\$44,990.00).

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

Raymond M. Morriss, Mayor

Company	Proposal Amount
Merje Environments and Experiences	\$44,990
Guide Studio	\$42,350
Wall to Wall Studios	\$40,000
Avia Design Group	\$45,000
enFOLD Collective	\$38,400
DG Sudios	\$44,856
Karestes-Martin Associates	\$45,205
Koncept Design Services	\$37,375
Associated Space Design	\$35,000
Woodvalley Community Strategies	\$39,930
Lakota Group	\$39,520

DHCD OAG-TAG Award: \$30,000

Budget Number: 081 Historic Preservation

Council Agenda Summary

Meeting Date: 8/20/24

Key Staff Contact: Ruth Davis – Rogers

Item Title: City of Cumberland Wayfinding Plan

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

The City of Cumberland is becoming a destination and has identified a lack of consistent wayfinding signage for tourism, transportation and recreational uses. Because of this the Cumberland Mayor and City Council, in partnership with Canal Place Preservation & Development Authority, sought proposals from consultants to provide research, services, options, and recommendations to develop a Cumberland Wayfinding Master Plan. The objective is to create cohesive wayfinding masterplan which integrates the use of technology, and other digital content, in addition to signage, art and other visual aids, which will communicate with visitors using various modes of transportation (vehicles, pedestrians, cyclists and train passengers), in an effort to connect them with shopping, public spaces, landmarks and gateways. The goal by improving wayfinding is to improve the overall visitor experience by enticing visitors to linger longer, encourage repeat visits, and relay positive stories about Cumberland to their friends and family.

Amount of Award: \$44,990

Budget number:

Grant, bond, etc. reference:

DHCD OAG-TAG \$30,000 Grant; Improving Connectivity for Visitors in Downtown Cumberland

METHODOLOGY

MERJE will utilize a 5- step approach for the strategy, planning, design and implementation of the project. This design process provides a basic structure for advancing through the project and provides opportunities to address individual project issues that are unique to this project.

Task 1 | Wayfinding Analysis

Kick Off meeting with Steering Committee and Stakeholder Group. This may include representatives for the City representatives, major attractions, bicycle advocates and approving agencies.

Tour and photograph project area.

Develop criteria for destination inclusion, including designations, attractions, districts, historic sites, parking, etc. Develop Destination List and determine terminology (or abbreviations) necessary for each destination/attraction.

Develop a project budget and identify public and private financial resources for the implementation and maintenance of the system. Outline potential Phasing Strategy.

Conduct working meetings with wayfinding participants and user groups to review program criteria: primary and secondary routes, circulation, State & County roadways, assigned speed limits, parking lots, pedestrian requirements, districts/zones, transition points, decision points, information hierarchy, create a general menu of sign types, terminology/nomenclature, audience considerations, daytime vs. evening travel, design criteria, image, marketing goals, flexibility, vandal resistance and maintenance.

Evaluate points of arrival, bike lanes, access to bike share, first & last mile connections, transit connections and trailheads.

Present preliminary findings and recommendations based on analysis and stakeholder input (presentation to Steering Committee and Stakeholders).

TASK 1 DELIVERABLE: Present preliminary findings based on the information gathered during the on-site assessment and stakeholder interviews. This will result in a series of recommendations, a structure for the design and planning process to be based upon.

The intent of the Wayfinding Analysis is to gain an understanding of current conditions, identify wayfinding issues and build consensus that will support the design and planning of the system.

Task 2 | Schematic Design

Schematic Design offers the opportunity to investigate big picture concepts, brand integration and the overall design intent of the sign program.

Analyze architecture, historic elements, branding / identity, imagery.. marketing materials and additional information needed to formulate design concepts.

Prepare preliminary sign design based on a limited number of sign types. (3 options)

Meet with DOT and approving agencies and commissions to review concepts and wayfinding and design approach.

Preliminary budget for fabrication and installation of the signage system. Develop Phasing Plan for priority sign types

Presentation of proposed signage system. This would include typical sign types and systems, location, size, shape and colors. (Includes Community Review #1)

TASK 2 DELIVERABLE: Presentation of 3 design options that establish the overall design direction of the signage program, including basic sign types. In addition an Order of Magnitude Budget and Preliminary Phasing Plan shall be provided. Presented along with Task 1: Wayfinding Analysis

Task 3 | Programming (Sign Locations and Messages)

Programming is the detailed planning of each sign location and the associated message. This task takes into consideration the sequential flow and hierarchy of information presented to the user.

Prepare preliminary sign location plans, typical messages and general sign types.

Site check locations for appropriateness, available space, and general environment conditions. Note: this is a general review only (no field mark-outs). Update plans.

Submittal of a message schedule and sign location plans for review and approval by city representatives and destinations. Update as required (2 Submittals)

Upon general agreement of sign locations and messages, Submit a draft Sign Location Plan and Message Schedule to approving agencies / commissions for review and preliminary approvals.

TASK 3 DELIVERABLE: Approved Sign Location Plans and Message Schedule. These are general plans only, detailed site plans and individual placement drawings are provided as part of Task 5 deliverables.

Task 4 | Design Development

Refine the selected option and expand the design across a complete menu of sign types that may be required for the project.

Finalize functional aspects of program, size, materials, contrasts, nomenclature, typography, symbols, product options, architectural elements, placement standards, potential construction details and mounting method options.

Submit "design development" drawings to fabricators for preliminary pricing and constructability reviews. Value engineer if necessary. Receive cost estimates.

Present for final review and approval, including Community Review #2

TASK 4 DELIVERABLE: Design Development presentation to Steering Committee, Stakeholders and City Council, this may include a fully developed Sign Family Menu, Photo-Renderings, Material Samples, Color Palettes, Budget Analysis and Phasing Strategy.

Step 5 | Documentation / Bid Documents (Not in Contract)

Sign Standards Manual: Design intent drawings indicating, material specifications for all sign types, illustrating size, typefaces, graphic elements, pictograms, letter spacing, materials, finishes, construction details, installation methods, colors and locations.

Technical Specifications describing materials, products, submittals, coordination, execution, quality assurance, installation, etc.

Review in the field all locations with City representatives and other required agencies.

Prepare Final Sign Location Plans and Message Schedule, including sign placement drawings based information gathered in the field. Determine final distances and times

Prepare final cost estimate based on final design and sign counts.

TASK 5 DELIVERABLE: Provide Sign Standards Manual, including all construction drawings, sign location plans and message schedules necessary to receive competitive bids from qualified sign vendors.

Design Development acts a bridge between the conceptual schematic designs and a fully documented signage program.

Documentation finalizes all the necessary technical drawings and specifications, into a single package that allows for competitive bidding, as well as guidelines for long term maintenance of the program.

Task 6: Bidding & Construction Administration (Not In Contract)

MERJE will provide the following services during the implementation phase:

Bid Assistance and Review

- Attend Pre-Bid Meeting (via teleconference)
- Respond to Requests For Information (RFI's)
- Provide information necessary for client to release Addendums to Bid
- Review Bids, confirm compliance w/ drawings and unit cost appropriateness
- Check References of preferred vendor(s)

Note: The client shall coordinate all bid process tasks, including, advertising, administration, receiving of bids and bid results tabulation.

Construction Administration

- Field verify final sign placement with the contractor prior to installation
- Attend Construction Meetings (via teleconference)
- Review and approve submittals: shop drawings, material samples, etc.
- Review and assist with graphic layouts
- Provide information during the fabrication and installation process.

TASK 6 DELIVERABLE: Upon substantial completion of the signage, punch-list (on-site) all items that must be completed and/or corrected prior to final acceptance by the client.

Bid Review and Construction Administration ensures that the original design intent is maintained through the construction process.

COMPENSATION

Thank you for considering MERJE for the development of Cumberland Wayfinding Plan. I hope you have found the Scope of Work to be reflective of your requirements and expected deliverables of the system. We are deeply appreciative of this opportunity and based on the scope of the project, your requirements, and the services outlined in our Project Approach, we propose the following compensation:

We would welcome the opportunity to discuss both the fees and scope of work with you in more detail.

<u>BASE PROJECT</u>	<u>FEE</u>
1. Wayfinding Assessment	\$ 10,090
2. Schematic Design	\$ 10,130
3. Programming	\$ 12,950
4. Design Development	\$ 10,820
5. Construction Drawings (Bid Package)	Not In Contract
Reimbursables	<u>\$ 1,000</u>
	TOTAL LUMP SUM FEE \$ 44,990

<u>OPTIONAL SERVICES</u>	<u>FEE</u>
Construction Drawings (Based on Phasing Strategy)	To Be Determined*
Bid Review and Construction Administration	To Be Determined*
Orientation Map Design	\$ 5,000
Structural, Electrical or Civil Engineering	To Be Determined*
Additional Meetings (per person/per day)	\$ 1,320 (+ travel)

* Scope and Fee will depend on complexity and quantity of sign locations.

HOURLY BILLING RATES

Principal In Charge	\$ 165	Project Coordination and Presentations
Senior Designer	\$ 125	Lead Designer and Presentations
Graphic Designer	\$ 110	Design Assistance, Field Work & Production
Jr. Designer	\$ 90	Production / Field Assistance

REIMBURSABLE EXPENSES

Reimbursable expenses are included in the basic compensation outlined above. These expenses include, but are not limited to: CADD machine plots, photocopies, travel, airfare, lodging, meals, fares, tolls, auto rental, parking, art materials, first-class mail, special overnight mail and delivery services.

POTENTIAL ADDITIONAL SERVICES

The following items are potential additional services, and if authorized by the client a separate proposal will be developed to address a specific project requirement.

- Construction Drawings (Bid Document)
- Bid Review and Construction Administration
- Orientation Map Design and Artwork
- Structural, Electrical or Civil Engineering
- Meetings / Presentations beyond those outlined in this proposal
- Interpretive Signage for historic areas (scope, quantity to be determined)
- Design of print material design, websites or other non-signage wayfinding tools
- Design of wall murals, super graphics or other sign types outside the agreed upon menu.
- Landscape or Lighting Design
- Documentation and Specification of Highway Signage
- Mobile Phone Applications and other Digital Tools

DESIGN + PLANNING FEE
CUMBERLAND WAYFINDING PLAN

Firm	MERJE								TOTALS
	Staff	Bosio	Swantak	Mackereth	Phillips	Staff	Staff	Staff	Staff
Rate		\$165	\$165	\$125	\$100	\$0	\$0	\$0	\$0
TASK 1: WAYFINDING ANALYSIS									
TASK 1.1 Kick-Off Meeting (T1)		2			2				
TASK 1.2 Information Gathering (T1)		4			4				
TASK 1.3 Stakeholder Interviews (T1)		10			10				
TASK 1.4 Develop Wayfinding Analysis Summary									
TASK 1.5 Administrative Strategy									
TASK 1.5 Technology Strategy									
TASK 1.6 Prepare Summary Wayfinding Report / Present.		8			40				
TASK 1.7 Present Summary Wayfinding Report (Virtual)		2			2				
TOTAL HOURS: TASK 1		26	0	0	58	0	0	0	0
TOTAL COST: TASK 1		\$4,290	\$0	\$0	\$5,800	\$0	\$0	\$0	\$0
TASK 2: SCHEMATIC DESIGN									
TASK 2.1 Schematic Design: Wayfinding			4	12	48				
TASK 2.1 Schematic Design: Gateways (TBD)									
TASK 2.2 Develop Preliminary Budget					1				
TASK 2.3 Prepare Schematic Design Presentation			4	4	8				
TASK 2.4 Present Schematic Design to Steering Committee (virtual)		1	1	1	1				
TASK 2.5 Present Design Concepts to Stakeholders, etc. (virtual)		1	1	1	1				
TOTAL HOURS: TASK 2		2	10	18	59	0	0	0	0
TOTAL COST: TASK 2		\$330	\$1,650	\$2,250	\$5,900	\$0	\$0	\$0	\$0
TASK 3 - PROGRAMMING (SIGN PLANS / MESSAGES)									
TASK 3.1 Prepare Preliminary Programming			6		24				
TASK 3.2 Sign Location Field Survey #1 (T2)					16				
TASK 3.3 Update Programming			4		16				
TASK 3.4 Preliminary Programming SUBMITTAL (#1)									
TASK 3.5 Update Programming			4		8				
TASK 3.6 Secondary Programming SUBMITTAL (#2)									
TASK 3.7 Update Plans for Final Submittal			16		16				
TOTAL HOURS: TASK 3		0	30	0	80	0	0	0	0
TOTAL COST: TASK 3		\$0	\$4,950	\$0	\$8,000	\$0	\$0	\$0	\$0
TASK 4: DESIGN DEVELOPMENT									
TASK 4.1 Design Development: Wayfinding					32				
TASK 4.1 Design Development: Gateways				22					
TASK 4.2 Submit to fabricator for preliminary pricing									
TASK 4.3 Develop Budgets and Phasing Plan					1				
TASK 4.4 Prepare Design Development presentation				6	6				
TASK 4.5 Final DD Present. to Steering Committee, etc. (T2)					8				
TASK 4.6 Final design adjustment				4	8				
TASK 4.7 Present final Design to City Council (T3)		8							
TOTAL HOURS: TASK 4		8	0	32	55	0	0	0	0
TOTAL COST: TASK 4		\$1,320	\$0	\$4,000	\$5,500	\$0	\$0	\$0	\$0
TASK 5: DOCUMENTATION / BID DOCUMENTS									
TASK 5.1 Prepare Design Intent Drawings									
TASK 5.2 Prepare Technical Specifications									
TASK 5.3 Final Field Survey of Locations (T3)									
TASK 5.4 Prepare Final Sign Location Plans and Messages									
TASK 5.5 Provide Final Budget									
TOTAL HOURS: TASK 5		0	0	0	0	0	0	0	0
TOTAL COST: TASK 5		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TASK 6 & 7: BIDDING & CONSTR. ADMIN.									
TASK 6: Develop Evaluation Criteria / Review Bids									
TASK 7: Review Shop Drawings & Samples									
TASK 7: Review site with Installer (Trip # TBD)									
TASK 7: Walk through completed project (Trip # TBD)									
TASK 7: Prepare Punchlist									
TASK 7: Construction Meetings / incl. Additional Trip (Trip # TBD)									
TOTAL HOURS: TASK 6 & 7		0	0	0	0	0	0	0	0
TOTAL COST: TASK 6 & 7		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL HOURS BY STAFF		36	40	50	252	0	0		
TOTAL FEE BY STAFF		\$5,940	\$6,600	\$6,250	\$25,200	\$0	\$0		
MERJE									
TOTAL HOURS BY FIRM		378							
TOTAL DESIGN FEE		\$43,990							
								TOTAL FEE	\$43,990
								REIMBURSE	\$1,000
								PROJECT TOTAL	\$44,990

Contract

THIS CONTRACT, made this _____ day of _____, in the year 2024, by and between the MAYOR AND CITY COUNCIL OF CUMBERLAND, a municipal corporation of the State of Maryland, party of the first part,

Found Design, LLC (d.b.a. MERJE) _____ A
(Corporation/Firm/Individual/Not Incorporated) under the laws of Pennsylvania _____

5 W. Gay Street, West Chester PA 19380

(Address)

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

WITNESSETH:

That the Contractor for and in consideration of Forty-Four Thousand - Nine Hundred and Ninety Dollars (\$ \$ 44,990) and agreed to by the City, hereby covenants and agrees to furnish all services, labor, equipment, and material in the improvement of:

Specification Template

City Project CUMBERLAND WAYFINDING PLAN

all as required by the Plans and Specification prepared by and for the City, which documents are agreed to by both parties to the Contract as being part of the Contract.

IN WITNESS, WHEREOF, the parties of these presents have hereunto caused these parties to be executed in duplicate this _____ day of _____, 2024

MAYOR AND CITY COUNCIL OF CUMBERLAND BY:

Attest:

MAYOR

Attest:

CITY CLERK

SECRETARY


John Bosio

Trading as:

CONTRACTOR

Found Design, LLC

MERJE

CONTRACTOR

File Attachments for Item:

. Order 27,545 - accepting the sole source purchase of public works software as a service from iWorQ Systems for a web-based work flow management program which allows the Public Works Departments to track and manage work and assets under one system in an amount not to exceed \$38,000 a year for three years

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

ORDER NO. 27,545

DATE: August 20, 2024

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

THAT, the sole source purchase from iWorQ Systems, Inc., 1125 West 400 North, Suite 102, Logan, UT 84321, for the iWorQ web-based work flow management program which allows the Public Works Departments to track and manage work and assets under one system, be and is hereby approved in the not to exceed amount of Thirty Eight Thousand Dollars and No Cents (\$38,000.00) a year for three (3) years; and

BE IT FURTHER ORDERED THAT, this pricing is in accordance with City Code Section 2-171(d), which pertains to the purchase of equipment or services only available through a sole source or a source that has significant familiarity with the city resource for which the purchase is sought.

Raymond M. Morriss, Mayor

Budget:

001.051.48201 - \$7,600

001.056.48201 - \$7,600

001.068.48201 - \$7,600

002.220.48201 - \$7,600

003.320.48201 - \$7,600

Council Agenda Summary

Meeting Date: August 20, 2024

Key Staff Contact: Brooke Cassell

Item Title:

Order accepting the sole source purchase of software as a service with iWorQ Systems, Inc., 1125 West 400 North, Suite 102, Logan, Utah 84321, for an amount not to exceed \$38,000/year for three years.

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

Requesting an order to accept the sole source purchase of public works software as a service from iWorQ Systems, Inc., 1125 West 400 North, Suite 102, Logan, Utah 84321, for an amount not to exceed \$38,000/year for three years. iWorQ Systems provides a web-based work flow management program for Public Works. This system allows Public Works Departments to track and manage work and assets under one system, including employee and citizen engagement portals. The sole source purchase would be in accordance with the purchasing guidelines section (d) Sole Source Purchases (ii) professional service contracts is available only through a sole source (3) sole source costing more than \$25,000. The service agreement is for a three (3) year period at a fixed cost.

Amount of Award:

\$38,000/year for 3years

Budget number:

001.051.48201 - \$7,600

001.056.48201 - \$7,600

001.068.48201 - \$7,600

002.220.48201 - \$7,600

003.320.48201 - \$7,600

Grant, bond, etc. reference:

N/A

IWORQ SERVICE AGREEMENT

For iWorQ applications and services

Cumberland here after known as ("Customer"), enters into THIS SERVICE AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorized website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation. iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation documents upon request. iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format. Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and

offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 25MB and 100GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

Customer can upload and store images with personal information like driver's license, and more. This Data can be used by the customer to complete the permitting, licensing, or code enforcement processes. Customer understands that the data must be uploaded and stored in the Sensitive Data Upload section of the iWorQ software for access and security purposes.

iWorQ is not responsible: (1) For the content entered into iWorQ's database, (2) For images or documents scanned locally and uploaded by the iWorQ users, (3) For documents or images uploaded by citizens over the web, and (4) For backup data sent to the Customer by iWorQ.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days from the date of the invoice. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years but will increase no more than 5% per year.

Customer pricing is based on a 3 Year Term and reflects a discounted annual price. Changes to the Term or the Termination Policy (Section 7. Termination:), will affect the annual pricing and could double your annual cost. Customer reserves the right to pay the 3 Year Term upfront to secure discounted annual pricing.

7. TERMINATION:

Prior to the expiration of the initial 3-Year Term, either party may terminate this Agreement by providing the other party with a Sixty (60) days' written notice prior to the effective date of the expiration. Should the Customer terminate any part of the application(s) and or service(s) the remaining balance will immediately become due. Should the Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed. Upon expiration of the Initial Term, this Agreement shall automatically be renewed for successive one (1) year terms unless either party provides notice of termination or non-renewal no less than sixty (60) days prior to expiration of the then-current term.

Upon termination of this Agreement, iWorQ will discontinue all application(s) and or service(s); iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data, which shall be provided to Customer for a cost of no more than \$2500 per copy. Please note, if the Customer is not in compliance with the material terms and conditions of this Agreement, iWorQ will not be required to provide Customer with the data.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah. Customer recognizes that iWorQ Systems is a software company located in Utah. Any changes to this section, including changes to the Venue or Forum, will be subject to an increase in their annual pricing.

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell (required) _____

Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell (required) _____

Email _____

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Billing Address: _____

Office Phone _____ Cell _____

Email _____

PO# _____ (if required) Tax Exempt ID # _____

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Price Proposal

Cumberland	Population- 18,769
57 North Liberty Street, Cumberland, MD 21502, USA	Prepared by: Devon Bartlett

Annual Subscription Fees

Application(s) and Service(s)	Package Price	Billing
Public Works Package (Infrastructure) Package includes: * Work Management * Sign Management * Pavement Management * Water Management * Sewer Management - Track and manage work by location using OpenStreetMap - Work order scheduling and templates - Track labor, inventory, parts, and material - Track work completed and maintenance history - Set maintenance, inspection, and work order schedules - Track sign location, MUTCD, condition, reflectivity, work orders etc. - Remaining service life (RSL), next treatment, 5-year budget etc. - 3 scheduled reports - Road layer on OpenStreetMap with color by lookup - Sign layer displayed on OpenStreetMap - Includes 5 capital asset layers on OpenStreetMap (Hydrants, Lines, Valves etc.) - Includes 5 capital asset layers on OpenStreetMap (Lines, Manholes, Pumps etc.) GIS REST Services - iWorQ will be able to publish your agency's ESRI REST Services monthly if the following conditions are met: 1. The Rest Service URL is either a public access URL or the agency will allow iWorQ to be added to the user group of that data. a. User Group must have permission settings set to allow root access to pull the data. 2. The Rest Service data contains the information needed for system	\$16,000 \$12,000	Annual

functionality and field types match. a. The format of that data must conform to iWorQ Systems Note: If GIS configurations change (FTP location, name format, field changes, etc.) iWorQ will charge a minimum \$500 fee to accommodate new configuration adjustments (subject to additional hourly charges) * Available on any computer, tablet, or mobile device using Chrome browser * OpenStreetMap - Ability to track point and line layers * Quarterly GIS Updates * Configurable dashboard, fields, and reports * Includes Sensitive File Uploads (if needed)		
Fleet Enterprise Package Includes: *Fleet Management *Work Order Dashboard *Internal Fleet Request *Fleet Trip Inspection Fleet Management: -Available on any computer, tablet, or mobile device using Chrome Browser -Fuel log tracking and uploads with a CSV or TXT file -Work orders for employee cost, inventory, and purchase order tracking -Manage and maintain a maintenance schedule -Inventory management - having the capability to track and maintain parts you keep on hand -Configurable dashboard, fields, and reports -3 scheduled reports -3 Web form/link for employees to enter trip inspections Fleet Request: -Mechanics/Employees have the ability to put in a vehicle maintenance request through the portal. -Web form/Link for mechanics/employees. -Search ability for mechanics/employees for previous maintenance requests. -Ability to create work orders from the vehicle maintenance requests. -Configure reports from maintenance requests. -Premium Data Package (25MB File Upload Size and 100GB Total Storage) -Includes Sensitive File Uploads (if needed)	\$11,000 \$8,000	Annual

Facilities Management Package Includes: *Facilities Asset Management *Work Management *Internal Facilities Request -Available on any computer, tablet, or mobile device using Chrome Browser -Track up to 5 asset layers (i.e HVAC, plumbing, electrical) Additional layers can be purchased for a cost of \$500 per layer -Work orders for employee cost, inventory, and purchase orders -Track inventory, parts, material -Maintenance schedules, work order scheduling, and templates -Inventory management -Configurable dashboard, fields, and reports Facilities Requests -Allow Employees the ability to submit work requests through the Online Portal -Webform/Link for Employees -Allows Employees the ability to search for previous work requests -Ability to create work orders from work requests -Configurable dashboard, fields, and reports -Includes Sensitive File Uploads (if needed)	\$11,000 \$8,500	Annual
Citizen Engagement Package Package includes: *Citizen Engagement - Drive citizen satisfaction, streamline communication and reduce overhead costs with a public portal and a mobile application for Android and iOS. - Allow citizens & employees to submit problems, including photos and locations, links to agency website, and seamlessly access those items in the iWorQ software through the Online Portal.	\$7,000 \$5,500	Annual
Citizen Engagement Internal (IT Ticketing System) Package includes: * IT Ticketing System * Work Management - Drive employee satisfaction, streamline communication and reduce overhead costs with a employee portal and a mobile application for	\$6,000 INCLUDED	Annual

Android and iOS. - Allow employees to submit problems, technical issues, etc, including photos and locations, links to agency website, and seamlessly access those items in the iWorQ software through the Online Portal. - Includes premium data package (25mb file upload size and 100gb total storage).		
Tree Management - Track location, inspections, maintenance, and work orders (Work Management needed) - Includes 5 capital asset layers on OpenStreetMap - Additional capital asset layers can be purchased for \$500 annually. - Set maintenance, inspection, and work order schedules * Available on any computer, tablet, or mobile device using Chrome browser * OpenStreetMap - Ability to track point and line layers * Quarterly GIS Updates * Configurable dashboard, fields, and reports	\$11,000 \$3,000	Annual
API Data Import from Samsara Odometer Import + Mileage Import Information supplied by the agency before implementation: API documentation for the endpoint(s) iWorQ will connect to A token for development and production environments Any limitations on the frequency of connections If the API is built as a REST API or using GraphQL	\$2,000 \$1,000	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$57,000 \$38,000	Annual

One-Time Setup, GIS integration, and Data Conversion Fees

Service(s)	Full Price Cost	Package Price	Billing
Implementation and Setup cost year 1	\$38,000 INCLUDED	\$38,000 INCLUDED	Year One
Up to 5 hours of GIS integration and data conversion	\$1,000	Included	Year One
Data Conversion	\$4,900	Included	Year One
One-Time Setup Total (This amount will be added year 1)	\$43,900	\$38,000 INCLUDED	Year One
Grand Total Due Year 1	\$100,900	\$95,000 \$38,000	Year One Total

NOTES AND SERVICE DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid until August 23rd 2024 with the discounts listed above.
- III. This cost proposal cannot be disclosed or used to compete with other companies.
- IV. iWorQ will include two iPads with the agreement, provided it is signed by August 23rd 2024. The iPads will be shipped upon receipt of the first year's payment.



July 26, 2024

Devin Burke
Cumberland, MD
57 North Liberty St

Dear Devin,

Thank you for your interest in iWorQ solutions. iWorQ Systems has been providing community development and public works software solutions for more than 23 years and serve more than 2,700 agencies throughout the United States and Canada. iWorQ System's was the first in this market to provide a web-based solution to local government. The system's graphical user interface, including all screens and dashboards, is natively touch screen enabled allowing your staff the flexibility to determine the best device to utilize inside the office or in the field.

We are confident in providing a solution that will improve your internal and customer communication as well as increase your responsiveness to your customers while reducing time and effort from your staff.

Our software is a significantly unique platform in how it enables our customers the ability to easily configure and add data (numeric, lookup, text, and date fields) on the fly, which requires zero technical understanding or background to perform. In addition to being able to add new fields, iWorQ is unique with our integrated report builder which automatically makes available all newly created fields for immediate tracking and reporting without any coding or SQL scripting allowing you to create ad-hoc or saved reports. The ease of steps and manner in which iWorQ allows you to configure the application sets us apart as a software company. iWorQ also offers exclusive engineering services unlike any other software company in this market. This letter is to confirm that iWorQ is the sole vendor/supplier/distributor/provider of our services and is available as a sole source product.

Thank you for this opportunity,

A handwritten signature in black ink, appearing to read "Ty Pebley". The signature is fluid and cursive, with the first name "Ty" being more prominent.

Ty Pebley
Vice President of Sales
iWorQ Systems, Inc.



Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Work Flow Management Program for Public Works

4 messages

Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Wed, Aug 7, 2024 at 1:46 PM

To: Jeff Silka <jeff.silka@cumberlandmd.gov>

Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Jeff,

As you are aware, myself and the Public Works managers, specifically Devin, have been exploring options for a Work Management Program that meets the needs of all the departments under the Public Works umbrella (Streets/P&R, Water, Sewer/Flood, Fleet and Building Maintenance)

We explored 3 Options:

1. iWorq
2. eMaint
3. Traisr

Of the 3 options we have settled on #1) iWorq to be our leading contender for the following reasons:

- iWorq is an Asset Management / WorkFlow Management Program built by Public Works Engineers for Daily Public Works Operations.
- Allows for all Public Works entities to operate under 1 system and creates standardization within the departments.
- iWorq integrates with all active and standalone systems that Public Works is currently utilizing (Samsara, Fuel Master).
- This System offers features that could be utilized in other departments such as Community Development, Parks and Recreation, and Engineering.
- iWorq has offered an IT Ticketing system as a free addition to our proposal as well as a significantly discounted Urban Tree Module to assist in tracking these types of assets.
- iWorq is being utilized by other local entities around us such as Frostburg City and Allegany County.
- iWorq offers a citizen engagement and employee engagement portal.

#2) eMaint did not offer services that meet the needs of all of the departments in Public Works, only available for Building Maint.

#3) Traiser is very similar to what is currently being used by Water and Sewer now, that was chosen and partially implemented by engineering.

Traiser is less expensive; however, we are getting additional services with iWorq that are not offered by Traiser.

Please see the attachments for additional information

The final cost of iWorq is \$38,000/year (3 yr commitment with price lock) at a cost of \$7,600/department. The funds are available in the current departmental budgets.

With all of that said, I am requesting approval to proceed with the sole source purchase of iWorQ Systems Inc.

If you would like to sit down and discuss the information prior to making a decision, I would be more than happy to set up a meeting. We have previously discussed this with Ken and met with other City Teams such as IT and Engineering.

Thank you,

Brooke

Brooke Cassell
Public Works Director
City of Cumberland, MD
phone (301)759-6624
fax (301)759-6632
cell (240)580-0755
email brooke.cassell@cumberlandmd.gov

3 attachments

Sole Source (1).pdf
94K



BEST OFFER iWorQ Systems Proposal -- Cumberland 7-29-24 (1).pdf
173K



Work Management Comparison.docx
33K

Jeff Silka <jeff.silka@cumberlandmd.gov>

Wed, Aug 7, 2024 at 1:52 PM

To: Brooke Cassell <brooke.cassell@cumberlandmd.gov>Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Brooke,

I just want to make sure that the other Dept. Heads are on board as their budget is being charged. I appreciate the evaluative process that you and Devin went through to determine the best fit. If you and Devin are comfortable with the system, I am good to go.

I approve the sole source purchase for iWork

Jeffrey F. Silka, ICMA-CM

City Administrator

City of Cumberland

57 N. Liberty Street

Cumberland, MD 21502

Office (301) 759-6424

Cell (240) 609-9303

[Quoted text hidden]

Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Wed, Aug 7, 2024 at 2:02 PM

To: Jeff Silka <jeff.silka@cumberlandmd.gov>Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Thank you Jeff!

All department heads are on board and have been included in the process. I mentioned Devin more specifically because he has gone above and beyond to facilitate the demos and process.

[Quoted text hidden]

[Quoted text hidden]

Jeff Silka <jeff.silka@cumberlandmd.gov>

Wed, Aug 7, 2024 at 2:03 PM

To: Brooke Cassell <brooke.cassell@cumberlandmd.gov>Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

File Attachments for Item:

. Order 27,546 - approving the sole source purchase from Frostburg Rental and Sales for a Haulotte 45' Lift in the not to exceed amount of \$39,916.65

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

ORDER NO. 27,546

DATE: August 20, 2024

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

THAT, the sole source purchase from Frostburg Rental and Sales, 227 East Main Street, Frostburg, MD 21532, for the purchase of a Haulotte 45' Lift, be and is hereby approved in the not to exceed amount of Thirty Nine Thousand Nine Hundred Sixteen Dollars and Sixty Five Cents (\$39,916.65); and

BE IT FURTHER ORDERED THAT, this pricing is in accordance with City Code Section 2-171(d), which pertains to the purchase of equipment or services only available through a sole source or a source that has significant familiarity with the city resource for which the purchase is sought.

Raymond M. Morriss, Mayor

Budget:
003.310.64000

Council Agenda Summary

Meeting Date: 8/20/2024

Key Staff Contact: Robert Smith

Item Title:

WRF 45' Lift Purchase

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

The City would like to purchase a brand new 45' Lift from Frostburg Rental & Sales, Inc in the amount of \$39,916.65. The city has acquired four quotes for the lift in question. Price range of quotes vary from \$39,916.65 to \$56,900.80. The sole purchase for the request since we did not publicly solicit pricing and attempts to use the piggybacking contracts (Section 2-171 (C)) were unsuccessful.

This purchase is budgeted for FY25.

Amount of Award: \$39,916.65

Budget number: 003.310.64000

Grant, bond, etc. reference: City Funds



Holli Coleman <holli.coleman@cumberlandmd.gov>

Lift for Wastewater Plant

2 messages

Robert Smith <robert.smith@cumberlandmd.gov>

Wed, Aug 7, 2024 at 3:03 PM

To: Jeff Silka <jeff.silka@cumberlandmd.gov>

Cc: Holli Coleman <holli.coleman@cumberlandmd.gov>, Zach Sloane <zach.sloane@cumberlandmd.gov>, Vince Mckenzie <vince.mckenzie@cumberlandmd.gov>, Eddie Martin <eddie.martin@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Jeff - The Wastewater Plant needs to replace our existing man lift which has reached the end of its useful life. This purchase was approved in the FY25 budget.

Eddie has received 4 quotes for this equipment, where he requested pricing for lifts that could reach between 45'-50'. The cheapest supplier was Frostburg Rental & Sales Inc. We are requesting permission to execute a sole purchase since we did not publicly solicit pricing and attempts to use piggybacking contracts (Section 2-171(C)) were unsuccessful.

With your approval, Finance can add this item to their official Declaration of Intent to allow us to proceed with purchasing the lift once the M&CC approve the purchase. Let me know if you have any questions. 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**Lift Quote.pdf**

192K

Jeff Silka <jeff.silka@cumberlandmd.gov>

Wed, Aug 7, 2024 at 3:55 PM

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

Cc: Holli Coleman <holli.coleman@cumberlandmd.gov>, Zach Sloane <zach.sloane@cumberlandmd.gov>, Vince Mckenzie <vince.mckenzie@cumberlandmd.gov>, Eddie Martin <eddie.martin@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Yes, I approve.

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

[Quoted text hidden]

FROSTBURG RENTAL & SALES, INC.

227 EAST MAIN ST.

Fed ID # 55-0792326 Md. MBE # 12-500

FROSTBURG, MD. 21532

301-689-7368 Fax 301-689-5080

QUOTE**89000213**

Date

Time

July 18, 2024

9:05 AM

Terminal

By

For

Page

2

RB

1 of 1

Quote Only

Bill To: 10000164 Phone: (301) 759-6427

Ship To:

CUMBERLAND WASTE WATER PLANT
400 E. OFFUT ST
CUMBERLAND MD 21502

Stock #	Description/Text Comment	Qty.	Cost	%SP	Line Total	Tax
4527A	HAULOTTE 45' LIFT	1	37916.65		37916.65	N
IN1	Estimated freight	1	2000.00	E	2000.00	N
Limited warranty: 24 months or 1000 operating hours (wichever comes first). Structural components are 60 months or 2500 operating hours (wichever comes first).						

In stock at manufactures yard.

Sub Total	39916.65
Tax & Fees	0.00
TOTAL	39916.65

(This is a QUOTE only!)

This quote reflects the current pricing for products or services. Pricing for products and or services are subject to change.

Authorized by _____

Payment Type

Amount

File Attachments for Item:

. Order 27,547 - accepting the proposal from Whitman, Requardt and Associates, LLP for the WRF Biosolids Study to review operations at the Heating Drying Facility (City Project 2023-18-WRF) in the amount not to exceed \$39,483.60

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

ORDER NO. 27,547

DATE: August 20, 2024

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

THAT, the proposal from Whitman, Requardt and Associates, LLP., 801 South Caroline Street, Baltimore, MD 21231, for the WRF Biosolids Study to review operations at the Heating Drying Facility (City Project 2023-18-WRF) be and is hereby accepted in the amount not to exceed Thirty Nine Thousand Four Hundred Eighty Three Dollars and Sixty Cents (\$39,483.60); and

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

Raymond M. Morriss, Mayor

Company	Bid Amount
Whitman, Requardt and Associates, LLP	\$39,483.60
Gwin, Dobson and Foreman, Inc.	\$45,625.00

Budget:
003.310.20100

Council Agenda Summary

Meeting Date: 8/20/2024

Key Staff Contact: Robert Smith, PE

Item Title:

WRF Biosolids Study, City Project 2023-18-WRF

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

Award WRF Biosolids Study Contract to low responsive bidder, Whitman, Requardt and Associates, LLP (WRA), in the lump sum cost of \$39,483.60.

This project will include the review of operations at the Heating Drying Facility at the Water Reclamation Facility. The selected firm shall perform the following items:

1. Review the physical facility to assess the physical condition
2. Review the latest monthly reports available
3. Review third-party invoices
4. Determine necessity for rehabilitation of the Anerobic Digester

The project closed bids on 7/24/24, with two qualified bids being received. The low bidder was WRA with an acceptable bid of \$39,483.60. The other acceptable bid was \$45,625.00

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

Amount of Award: \$39,483.60

Budget number: 003.310.20100

Grant, bond, etc. reference: City Funds

CITY OF CUMBERLAND MARYLAND

PROJECT INFORMATION	
Project Title:	WRF Biosolids Study
City Project:	2023-18-WRF
Contract Length:	120 Calendar Days

CERTIFIED COST PROPOSAL TABULATION								
PROPOSER			PROPOSER			PROPOSER		
Whitman, Requardt and Associates, LLP			Gwin, Dobson and Foreman, Inc.					
801 South Caroline Street Baltimore, MD 21231			3121 Fairway Drive Altoona, PA 16602					
UNIT PRICE		AMOUNT	UNIT PRICE		AMOUNT	UNIT PRICE	AMOUNT	
\$	39,483.60	\$	39,483.60	\$	45,625.00	\$	45,625.00	
\$		39,483.60	\$		45,625.00	\$		-

File Attachments for Item:

. Order 27,548 - authorizing the execution of Change Order No. 1 with Triton Construction, for the installation of sprinkler and fiber taps after the fact to certain Baltimore Street properties during the Baltimore Street Access Project, (12-16-M), in the amount of \$6,130.16, bringing the new contract price not to exceed \$54,985.16

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

ORDER NO. 27,548

DATE: August 20, 2024

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

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 1 with Triton Construction, PO BOX 1360, 1944 Winfield Road, Saint Albans, WV 25177, for the installation of sprinkler and fiber taps after the fact to certain Baltimore Street properties during the Baltimore Street Access Project, (12-16-M), in the amount of Six Thousand One Hundred Thirty Dollars and Sixteen Cents (\$6,130.16), bringing the new contract price not to exceed Fifty Four Thousand Nine Hundred Eighty Five Dollars and Sixteen Cents (\$54,985.16) be and is hereby approved.

Raymond M. Morriss, Mayor

Original Contract Price	\$48,855.00
Change Order No. 1	\$6,130.16
Total Contract Price after CO 1	\$54,985.16

Budget Number: 115.099M.63000
Grant: Community Legacy Funds

Council Agenda Summary

Meeting Date: 8/20/2024

Key Staff Contact: Matt Idleman, P.E.

Item Title:

Change Order #1 Installation of Sprinkler/Fiber Taps on Baltimore Street

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

This change order is for an additional cost due to requiring the contractor, Triton, to perform the work after the fact. The original contract price in the amount of \$48,855.00 will increase by \$6,130.16 due to the fiber and sprinkler taps being set for an additional property. The new contract price will be \$54,985.16

Amount of Award: Increase of \$6,130.16

Budget number: 115.099M.63000

Grant, bond, etc. reference: Community Legacy Funds

Baltimore Street Access Project
FIRE INTO BAKERY
Detailed Cost Estimate

	Labor	1,711.23
	Equipment	1,011.60
	Material	-
	Third Party	-
	Total	2,722.83
		SUBTOTALS

Labor & Material Subtotal	1,711.23
Small Tools (5% of Labor)	
20% O&P on Labor & Material	342.25
Equipment Subtotal	1,011.60
Third Party Subtotal	-
15% O&P on Third Party	-

Total		3,065.08
QUANTITY	LS	1.00
UNIT PRICE	LS	3,065.08

FIRE INTO BAKERY

Baltimore Street Access Project

Labor Cost	
------------	--

[illegible]

FIRE INTO BAKERY

Baltimore Street Access Project

Equipment Cost	SUMMATION	Enter for O=Onsite, I=Idle, S=Brought on site specifically for force account
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SUMMATION

Enter for O=Onsite, I=Idle, S=Brought on site specifically for force account

DATE	SECTION	EQUIPMENT DESCRIPTION	EQUIP MFG	EQUIPMENT MODEL TYPE	POWER MODE	Enter O, I, S	MONTHLY RATE	AGE ADJ	AREA ADJ	OPER COST	TOTAL EQUIP RATE	HOURS USED	TOTAL COSTS
												5.00	\$ -
		Crew Truck				O					\$ 25.56		\$ 127.80
		KUBOTA KX-080				O					\$ 69.00		\$ 345.00
		2000 International Dump				O					\$ 45.70		\$ 228.50
		Volvo L70				O					\$ 62.06		\$ 310.30
													\$ -
OWNED EQUIPMENT SUBTOTAL												\$ 1,011.60	
TOTAL EQUIPMENT COSTS												\$ 1,011.60	

File Attachments for Item:

. Order 27,549 - accepting the proposal from Shaffer Construction to provide mill, patch and paving work on Marion Street and Weber Street (City Project 2024-11-PVG) in the amount not to exceed \$36,088.50

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

ORDER NO. 27,549

DATE: August 20, 2024

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

THAT, the proposal from Shaffer Construction, PO BOX 231, Ellerslie, MD 21529, to provide mill, patch and paving work on Marion Street and Weber Street (City Project 2024-11-PVG) be and is hereby accepted in the amount not to exceed Thirty Six Thousand Eighty Eight Dollars and Fifty Cents (\$36,088.50).

Raymond M. Morriss, Mayor

Budget:
127.101.63000

Council Agenda Summary

Meeting Date: 8/20/2024

Key Staff Contact: Robert Smith, PE

Item Title:

Marion Street and Weber Street Paving (2024-11-PVG)

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

THAT, the award to Shaffer Construction to provide mill, patch and paving work on Marion Street and Weber Street be and is hereby approved in the estimated unit price amount of \$36,629.83.

This project involves paving approximately 1,475 SY on the listed two streets.

The project is budgeted for this fiscal year, and utilizes City funds

Amount of Award: \$36,088.50

Budget number: 127.101.63000

Grant, bond, etc. reference: City Funds

SHAFFER CONSTRUCTION CO., INC.

PO Box 231
ELLERSLIE, MD 21529
shafferconst@atlanticbbn.net

Phone # 301-777-7177

Invoice

Date	Invoice #
6/6/2024	2045288

Bill To

CITY OF CUMBERLAND - STREET DEPT
20 BEDFORD STREET
CUMBERLAND, MD 21502
ATTN: KENNY DAWSON

Contract #	Service Auth #

Item	Quantity	Description	Rate	Total
		WE, SHAFFER CONSTRUCTION CO. INC., HEREBY SUBMIT A PROPOSAL TO COMPLETE THE FOLLOWING:		
		PROJECT: MILL & OVERLAY MARION STREET AND WEBER STREET		
47020		MARION STREET WILL MILL AND OVERLAY APPROXIMATELY 720 SQ YD AT 2" DEPTH	17,615.50	17,615.50
47020		WEBER STREET OPTION #1 WILL MILL AND OVERLAY APPROXIMATELY 755 SQ YD AT 2" DEPTH	18,473.00	18,473.00
Late Charge		Late Fee	541.33	541.33
			Total	\$36,629.83
			Payments/Credits	\$0.00
			Balance Due	\$36,629.83

File Attachments for Item:

. Order 27,550 - authorizing the execution of Change Order No. 4 with Triton Construction for additional time and work including additional fiber conduit and handhole boxes on all side streets, for the Baltimore Street Access Project (City Project 12-16-M), in the amount of \$17,459.80, bringing the new contract value to \$14,920,120.74

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

ORDER NO. 27,550

DATE: August 20, 2024

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

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 4 with Triton Construction, PO BOX 1360, 1944 Winfield Road, Saint Albans, WV 25177, for additional time and work including additional fiber conduit and handhole boxes on all side streets, for the Baltimore Street Access Project (City Project 12-16-M), in the amount of Seventeen Thousand Four Hundred Fifty Nine Dollars and Eighty Cents (\$17,459.80), bringing the new contract value to Fourteen Million, Nine Hundred Twenty Thousand One Hundred Twenty Dollars and Seventy Four Cents (\$14,920,120.74).

Raymond M. Morriss, Mayor

Triton Construction	<i>Contract Price</i>
Original Contract Price	\$14,638,500.00
Change Order No. 1	\$98,775.00
Change Order No. 2	\$45,160.00
Change Order No. 3	\$120,225.94
Change Order No. 4	\$17,459.80
Total Contract Value after CO 2	\$14,920,120.74

Budget: 115.099M.6300T – City Funds, Strategic Demolition Funds

Council Agenda Summary

Meeting Date: 8/20/2024

Key Staff Contact: Matt Idleman, P.E.

Item Title:

Change Order No. 4 to Baltimore Street Access Project, 12-16-M

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

This change order is to add additional time and work not specified in the original contract in the amount of \$17,459.80 in order to meet the new requirements of the project. This work consists of additional fiber conduit and handhole boxes on all side streets. Due to all underground work needing to be completed prior to concrete or finish work, side street reconstruction was delayed. Triton is requesting a five-week time extension with a revised substantial completion date of November 15th, 2024.

This change order will be paid with City funds reimbursed through our Strategic Demolition Grant. This results in an overall increase of \$17,459.80 with the new contract value now being \$14,920,120.74.

Amount of Award: \$17,459.80

Budget number: 115.099M.6300T

Grant, bond, etc. reference: City Funds, Strategic Demolition Funds

Baltimore Street Access Project
Time Extension
Detailed Cost Estimate

	Labor	9,769.73
	Equipment	3,669.12
	Material	1,722.50
	Third Party	-
	Total	15,161.35
		SUBTOTALS

Labor & Material Subtotal	11,492.23
Small Tools (5% of Labor)	
20% O&P on Labor & Material	2,298.45
Equipment Subtotal	3,669.12
Third Party Subtotal	-
15% O&P on Third Party	-

Total		17,459.80
QUANTITY	LS	1.00
UNIT PRICE	LS	17,459.80

Time Extension													
Baltimore Street Access Project													
Labor Cost													
DATE	NAME	CLASSIFICATION	REG. HRS	O/T HRS	O.T. TYPE (1.5 or 2)	RATE PAID	RATE AMT	O.T. RATE AMT	FRINGE S	FRINGE AMOUNT			
		Project Engineer	48			\$70.00	\$ 3,360.00	\$ -		\$ -			
		Project Superintendent	48			\$90.00	\$ 4,320.00	\$ -		\$ -			
										\$ -	\$ -	\$ -	\$ -
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						SUBTOTALS	96.00					\$ 7,680.00	\$ -
TAX & INSURANCE SUMMARY		27.21%	TOTAL WAGES							\$ 7,680.00			
Workers Comp		5.76%	TAXES & INSURANCE ON WAGES							27.21%	\$ 2,089.73		
FICA - SSAN		7.65%	FRINGES								\$ -		
FUTA		0.60%	TOTAL WAGES, TAX/INSURANCE, FRINGGES								\$ 9,769.73		
SUTA/Medicare		8.60%											
Gen. Liability w/ Umbrella		4.60%	TOTAL COST OF LABOR								\$ 9,769.73		

Time Extension	
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Baltimore Street Access Project	
Equipment Cost	SUMMATION <i>Enter for O=Onsite, I=Idle, S=Brought on site specifically for force account</i>

Enter for O=Onsite, I=Idle, S=Brought on site specifically for force account

DATE	SECTION	EQUIPMENT DESCRIPTION	EQUIP MFG	EQUIPMENT MODEL TYPE	POWER MODE	Enter O, I, S	MONTHLY RATE	AGE ADJ	AREA ADJ	OPER COST	TOTAL EQUIP RATE	HOURS USED	TOTAL COSTS
												96.00	\$ -
		Employee Truck									\$ 38.22		\$ 3,669.12
											\$ -		
											\$ -		
											\$ -		
											\$ -		
											\$ -		
											\$ -		
											\$ -		
													\$ -
OWNED EQUIPMENT SUBTOTAL												\$ 3,669.12	
TOTAL EQUIPMENT COSTS												\$ 3,669.12	

Time Extension	
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Baltimore Street Access Project

Additional Sewer Pipe on Liberty Street

DATE	DESCRIPTION OF MATERIALS	INVOICE/ QUOTE NO.	SUPPLIER	QUANTITY	UNITS	UNIT PRICE	TOTAL COSTS
	Office Rental			1.25	Month	\$ 900.00	\$ 1,125.00
	Printer			1.25	Month	\$ 180.00	\$ 225.00
	Internet			1.25	Month	\$ 220.00	\$ 275.00
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
			SUBTOTAL				\$ 1,625.00
			SALES TAX @ 6%				\$ 97.50
			TOTAL COST OF MATERIALS				\$ 1,722.50

File Attachments for Item:

. Order 27,551 - accepting the bid from Laurel Auto Group Inc. for four (4) 2024 Ford Interceptor vehicles, including upfit, at a cost of \$55,789.26 per vehicle for a total cost of \$223,157.04

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

ORDER NO. 27,551

DATE: August 20, 2024

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

THAT, the proposal from Laurel Auto Group., 135 Ford Drive, Windber, PA 15963, for the purchase of four (4) 2024 Ford Police Interceptor vehicles, including upfit, in the not-to-exceed amount of Fifty Five Thousand Seven Hundred Eighty Nine Dollars and Twenty Six Cents (\$55,789.26) per vehicle for a total amount not to exceed Two Hundred Twenty Three Thousand One Hundred Fifty Seven Dollars and Four Cents (\$223,157.04), be and is hereby approved.

BE IT FURTHER ORDERED THAT, this special pricing is in accordance with City Code Section 2-171(c), which pertains to purchasing cooperatives and state and local government contracts (piggyback contracts).

Raymond M. Morriss, Mayor

Budget:
001.040.64000

Council Agenda Summary

Meeting Date: August 20, 2024

Key Staff Contact: Chief Ternent/Sgt. DJ Jenkins

Item Title: FY25 Laurel Auto Group Inc. Quote for 4 2024 Ford Police Interceptor Vehicles

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

Request to accept the bid from Laurel Auto Group Inc. for 4 (four) 2024 Ford Interceptor vehicles, including upfit, at a cost of \$55,789.26 per vehicle for a total cost of \$223,157.04.

Amount of Award:

Budget number: 001.040.64000

Grant, bond, etc. reference:

Prepared for: CITY CUMBERLAND, POLICE

2024 Police Interceptor Utility AWD Base (K8A)

VIN: STOCK UNITS | Price Level: 430



Client Proposal

Prepared by:

Chuck Jefferson

Office: 412-558-0448

Email: cjefferson@laurelautogroup.com

Date: 08/15/2024

Prepared for: CITY CUMBERLAND
POLICE



Prepared by: Chuck Jefferson
08/15/2024

Laurel Ford | 135 Ford Drive Windber Pennsylvania | 159632605

2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 430 | VIN: STOCK UNITS

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$47,165.00
Options	-\$2,475.00
Colors	\$0.00
Upfitting	\$12,504.26
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,595.00
Subtotal	\$58,789.26

Pre-Tax Adjustments

Code	Description	MSRP
GOVERNMENT DISC	GOVERNMENT DISCOUNT	-\$3,000.00
Total		\$55,789.26

Customer Signature

Acceptance Date

Prepared for: CITY CUMBERLAND
POLICE



Prepared by: Chuck Jefferson
08/15/2024

Laurel Ford | 135 Ford Drive Windber Pennsylvania | 159632605

2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 430 | VIN: STOCK UNITS

Pricing Summary - Multiple Vehicles

Vehicle Quantity: 4

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$188,660.00
Options	-\$9,900.00
Colors	\$0.00
Upfitting	\$50,017.04
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$6,380.00
Subtotal	\$235,157.04

Pre-Tax Adjustments

Code	Description	MSRP
GOVERNMENT DISC	GOVERNMENT DISCOUNT	-\$12,000.00
Total		\$223,157.04

Customer Signature

Acceptance Date