



Mayor and City Council of Cumberland

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

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

AGENDA

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

DATE: September 02, 2025

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

Proclamations

- [1.](#) Proclaiming September 2, 2025 to be Resources for Independence Day in honor of 30 years of service to the community.

Approval of Minutes

- [1.](#) Approving the Regular Session Minutes of August 6, 2025, Closed Session Minutes, Open Work Session Minutes, Regular Session Minutes of August 19, 2025 and the Closed Session Minutes of August 26, 2025

Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

New Business

(A) Resolutions

- [1.](#) Resolution R2025-06 (*1 reading only*) - granting the Chamber of Commerce Inc. W MD a property tax credit for the 2025-2026 tax year, as provided for by Section 9-302(d) of the Tax Property Article of the Annotated Code of Maryland

(B) Orders (Consent Agenda)

- [1.](#) Order 27,823 - accepting the proposal from Gwin, Dobson & Foreman, Inc. for the “WFP Membrane Filtration Building” (City Project 2023-20-WFP) for the preliminary design services to include a full topographic site survey, GPR and EM underground utility location, geotechnical services and other services for the new membrane filtration building at the City’s Water Filtration Plant \$171,725
- [2.](#) Order 27,824 - accepting the quote from Environmental Systems Research Institute, Inc. for a 3-year license agreement for its GIS program in the amount not to exceed \$30,200 for each year, for a total cost not to exceed \$90,600 by the end of FY28
- [3.](#) Order 27,825 - authorizing the City Administrator to sign and execute the Appalachian Regional Commission Grant Agreement between the State of Maryland, acting through the Department of Housing and Community Development, accepting grant assistance in the amount not to exceed \$120,000 for the Messick Road Sewer Extension Project (City Project 2025-06-SANS)
- [4.](#) Order 27,826 - accepting the bid from Carl Belt, Inc. for the “Evitts Creek Phase IV – Interceptor Sewer” (City Project 06-08-S) for the replacement and rehabilitation of approximately 6,500 liner feet of primarily 24” sewer line in the not to exceed amount of \$2,096,326
- [5.](#) Order 27,827 - accepting the proposal from Belt Paving, Inc. for the “Union Street Reconstruction” (City Project 2025-16-PVG) for full depth roadway restoration for approximately 533 square yards, patching the Park Street intersection and mill & overlay approximately 800 square yards in the not to exceed amount of \$72,457
- [6.](#) Order 27,828 - accepting the sole source proposal from Cleveland Brothers CAT for the purchase of one new Caterpillar 305 Mini Excavator in the total amount not to exceed \$88,100, in accordance with City Code Sec 2-171 (c) relating to purchasing cooperatives and piggyback contracts
- [7.](#) Order 27,829 - accepting the proposal from Belt Paving, Inc. to provide, mill, patch and paving work on US 220 SB Patch & Fayette Street (City Project 2025-16-PVG) in the total amount not to exceed \$78,574
- [8.](#) Order 27,830 - approving the new City Volunteer Time Off Policy to support employees in giving back to the community, effective this date
- [9.](#) Order 27,831 - accepting the recommendation from the Cumberland Planning and Zoning Commission, dated August 25, 2025, to approve a Site Plan Review (SPR #25-000003) for a proposed new 65-unit housing development at the former Allegany High School site
- [10.](#) Order 27,832 - granting the Heritage Days Committee permission to place a banner on the side of the George Street Parking Garage and Frederick Street Parking Garage for a period not to exceed thirty (30) days from the date of installation
- [11.](#) Order 27,833 - approving the proposed settlements with Purdue Pharma/the Sackler family and with the eight Defendants group, provided the Maryland Attorney General agrees that the Maryland Plaintiffs will receive 70% of the proceeds of those settlements and the State will receive 30%; and authorizing the City’s local counsel in the opioid

litigation, D. Bruce Poole, the Mayor, and the City Administrator to execute such documents as are necessary to participate in those proposed settlements and any changes to their terms that are expected to be approved by the majority of Maryland and other states' plaintiffs

- [12.](#) Order 27,834 - accepting the sole source proposal from CDW Government for renewal of the support/maintenance/subscription for Broadcom VMWare in the amount not to exceed \$31,473.60

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

1. Proclaiming September 2, 2025 to be Resources for Independence Day in honor of 30 years of service to the community.

City of Cumberland
~ MARYLAND ~

Proclamation

WHEREAS, *Resources for Independence, Inc., a Center for Independent Living, is a resource and advocacy center that promotes independent living and equal access for people of all ages with all types of disabilities residing in Garrett, Allegany, and Washington Counties; and*

WHEREAS, *Resources for Independence, Inc. is a nonprofit organization designed, governed, and staffed by people with disabilities and has served thousands of Western Maryland residents enabling them to reach their personal goals for independence; and*

WHEREAS, *Resources for Independence, Inc. has been a leading voice in the advocacy community on issues such as assistance and resources for handicapped accessible ramps, home modifications and durable medical equipment; and*

WHEREAS, *Resources for Independence, Inc. is celebrating 30 years of service to the community this year.*

Now, Therefore, the Mayor and City Council of Cumberland,
do hereby proclaim the 2nd day of September 2025 in the City of Cumberland as

“RESOURCES FOR INDEPENDENCE DAY”

*and call upon all residents to recognize and command its observance,
and to take time to honor the service to our community.*

**Given under our Hands and Seals this 2nd Day of September, in the Year 2025,
with the Corporate Seal of the City of Cumberland Hereto
Attached, Duly Attested by the City Clerk.**

ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton
City Clerk

Raymond M. Morriss
Mayor

File Attachments for Item:

1. Approving the Regular Session Minutes of August 6, 2025, Closed Session Minutes, Open Work Session Minutes, Regular Session Minutes of August 19, 2025 and the Closed Session Minutes of August 26, 2025



Mayor and City Council Of Cumberland

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

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

MINUTES

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

DATE: August 6, 2025

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

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

Also Present: Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk; Shannon Berry; Assistant to the City Clerk, Acting Police Chief Bonner, and Cody Pearce, Deputy Fire Chief

IV. Statement of Closed Meeting

The Mayor and City Council of Cumberland met in public session beginning at 4:30 p.m. in the 2nd floor Conference Room of City Hall on Wednesday, August 6, 2025 for the purpose of immediately closing the meeting to receive an update pertaining to employee issues. Authority to close the session is provided by Section 3-305(b)(1)(i), of the General Provisions Article of the Annotated Code of Maryland.

Presentations

1. Presentation of a Certificate of Recognition to the Benefactor of the City Christmas Tree.

Mayor Morriss acknowledged Mr. Fred Timbrook for volunteering to purchase the City Christmas Tree and spoke of the great contributions made by the Timbrook family to the community.

Mr. Timbrook thanked us for allowing us to give back to the community. He is honored to have a business here in the community.

V. Approval of Minutes

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

1. Approving the Closed Session Minutes, Open Work Session Minutes, and Regular Session Minutes of July 15, 2025

VI. Public Comments for Agenda Items Only

All public comments are limited to 5 minutes per person

Michelle DeViller spoke about Ordinance 4019, stating that a 30-day notice prior to an event seems excessive, given that unexpected events can occur. She pointed out that the Supreme Court has ruled against holding events in public settings. She believes the insurance language requires modification.

Carmen Jackson spoke of Ordinance 4019 and feels that the insurance policy is unfair. She is asking for a list of insurers who offer these services, as she feels it creates a burden for those trying to express their feelings publicly when needed.

Max Green discussed Ordinance 4019 and expressed concerns that the proposed language introduces unconstitutional barriers. He pointed out issues such as the requirement to obtain a permit 30 days in advance, the financial burden of a \$150 fee, and the need for liability insurance coverage of up to \$2 million. Green suggests that fees should be waived for assemblies that do not require public safety officers. He believes the penalties for violations are too harsh and hinder free speech, and the dual permit process through the DDC and the City should be streamlined.

VII. Unfinished Business

Motion to put Ordinance 4019 on the table was made by Council Member Frazier, seconded by Council Member Cioni, and was passed on a vote of 5-0

(A) Ordinances

1. Ordinance 4020 (*2nd and 3rd readings*) - authorizing the transfer of 491-493 Baltimore Avenue to American Rentals LLC, an adjacent property owner, in exchange for the demolition cost of \$6,500 to be paid by the purchaser

SECOND READING: Motion to accept the second reading was made by Council Member Lepley, 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.

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

VIII. New Business

(A) Ordinances

1. Ordinance 4021 (*1st reading*) - authorizing the transfer of 315 Bond Street to Christiansen Properties, LLC for the purchase price of \$500

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

2. Ordinance 4022 (*1st reading*) - authorizing the transfer of 310 Columbia Street to Vintage Home Renovation & Properties, LLC for the purchase price of \$6,600

FIRST READING: The ordinance was submitted in title only for its first reading. Motion to approve the first reading and table until next meeting was made by Council Member Lepley, seconded by Council Member Furstenberg, and was passed on a vote of 5-0.

3. Ordinance 4023 (*1st reading*) - authorizing the transfer of 111, 113 and 117 Independence Street to Charles Welch for the purchase price of \$600

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

4. Ordinance 4024 (*1st reading*) - authorizing the transfer of 218 Park Street to Joseph Simpson III for the purchase price of \$101

FIRST READING: The ordinance was submitted in title only for its first reading. Motion to approve the first reading and table until next meeting was made by Council Member Lepley, seconded by Council Member Frazier, and was passed on a vote of 5-0.

5. Ordinance 4025 (*1st reading*) - authorizing the transfer of 461 Goethe Street to SP Marin Trust for the purchase price of \$500

FIRST READING: The ordinance was submitted in title only for its first reading. Motion to approve the first reading and table until next meeting was made by Council Member Frazier, seconded by Council Member Cioni, and was passed on a vote of 5-0.

6. Ordinance 4026 (*1st reading*) - authorizing the transfer of 463 Goethe Street to SP Marin Trust for the purchase price of \$500

FIRST READING: The ordinance was submitted in title only for its first reading. Motion to approve the first reading and table until next meeting was made by Council Member Lepley, seconded by Council Member Furstenberg, and was passed on a vote of 5-0.

7. Ordinance 4027 (*1st reading*) - abrogating Ordinance No. 3976 and authorizing the execution of a first amendment to the Infill Development Agreement with Teabow Residential, LLC for the purpose of amending the agreement dated April 2, 2024 for the purpose of extending certain deadlines, changing the permitted use of 252 E. Elder St, altering the remedies available in the event of a default, decreasing the number of dwelling units and other incidental matters

FIRST READING: The ordinance was submitted in title only for its first reading. Motion to approve the first reading and table until next meeting was made by Council Member Cioni, seconded by Council Member Lepley, and was passed on a vote of 5-0.

(B) Orders (Consent Agenda)

Mr. Silka reviewed each item on the Consent Agenda with the exception of Order 27,796 and Mayor Morriss called for questions or comments. **Motion** to approve each item was made by Council Member Frazier, seconded by Council Member Furstenberg, and was passed on a vote of 5-0.

1. Order 27,787 - authorizing the Acting Chief of Police to accept the FY26 Community Grant in the amount of \$40,000 to provide funding for officers to attend community events and conduct neighborhood foot and bike patrols, as well as attend PLAY program events
2. Order 27,788 - authorizing the Acting Chief of Police to enter into a Memorandum of Understanding with the Allegany County Health Department to receive grant funding in the amount of \$1,295 for officers to work mediation pick up and take back events in an attempt to prevent opioid misuse
3. Order 27,789 - authorizing the Acting 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 overtime conducting overdose follow-ups in conjunction with Peer Support Specialists and Allegany County Parole and Probation
4. Order 27,790 - accepting the proposal from Quality Pipe Cleaning Co., Inc. to perform pipe jetting services for debris removal at the Mill Race CSO building in the amount not to exceed \$31,234
5. Order 27,791 - approving the fuel contract for Inventory Gasoline and Diesel Fuel from Oakland Oil and Propane (DBA Stuck Enterprises) in the not to exceed amount of \$290,000, piggybacking off of the Allegany County Commissioners' contract, in accordance with City Code Section 2-171(c)
6. Order 27,792 - authorizing the Acting Chief of Police to accept the FY26 Police Recruitment and Retention Grant from the Governor's Office for Crime Control and Prevention in the amount of \$23,310 to assist with the state-wide shortage of police candidates by providing funds to help local agencies recruit and retain police officers
7. Order 27,793 - accepting the bid from Laurel Auto Group Inc. for two 2025 Ford Interceptor Utility Police vehicles, including upfit, at a cost of \$60,525.90 per vehicle for a total cost not to exceed \$121,051.80

8. Order 27,794 - authorizing the Acting Chief of Police to accept the FY26 Entertainment Security Grant in the amount of \$48,126 to purchase signage and barricades for events and provide funding for officers to attend community events and conduct foot and bike patrols
9. Order 27,795 - authorizing payment to various community groups from the hotel/motel tax receipts in an amount not to exceed \$45,000, when added to the community groups detailed in Order 27,796, also dated August 6, 2025
10. Order 27,796 - authorizing payment to various community groups from the hotel/motel tax receipts in an amount not to exceed \$45,000 when added to the community groups detailed in Order 27,795, also dated August 6, 2025
11. Order 27,797 - lifting the provisions of Section 11-113 of the City Code to allow open containers of alcohol within a defined area of the downtown for the "Savage Mountain Punk Festival " Event on August 9, 2025 from 5:00 PM to 11:59 PM; notwithstanding, that open glass containers shall not be permitted
12. Order 27,798 - rescinding Order No. 27,781 originally approved on July 15, 2025 due to changes requested by New Cingular Wireless after original approval, and authorizing the execution of a Second Amendment to a Lease Agreement with Cingular Wireless PCS, LLC for space on the City-owned water tower on Haystack Mountain located at 600 Bishop Walsh Road, extending the expiration date to August 31, 2033 at an increased monthly rate of \$3,656.24, effective September 1, 2025, with a 4% escalation beginning on September 1 each year thereafter
13. Order 27,799 - authorizing the bids from Belt Paving, Inc. and/or IA Construction Corporation for the purchase of Black Top Materials for Spring Street Paving Projects in the not to exceed amount of \$400,000, based on product availability when needed
14. Order 27,800 - authorizing the Sole Source purchase of the City's annual amount of water meters and smartpoints from L/B Water Service in the amount not to exceed \$287,500 for the entire fiscal year
15. Order 27,801 - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from L/B Water Service in the amount not to exceed \$41,000 for the entire fiscal year
16. Order 27,802 - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from Core & Main LP in the amount not to exceed \$41,000 for the entire fiscal year

17. Order 27,803 - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from CITCO Water in the amount not to exceed \$41,000 for the entire fiscal year
18. Order 27,804 - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from Ferguson Waterworks in the amount not to exceed \$41,000 for the entire fiscal year
19. Order 27,805 - declaring certain equipment to be surplus property and authorizing it for sale, trade in, scrap or disposal
20. Order 27,806 - accepting the proposal from CDW-G for the purchase of the Palo Alto PA-1420 yearly support and software subscriptions to provide updates and maintenance for the City's Firewalls in the amount not to exceed \$40,395.01
21. Order 27,807 - authorizing the execution of Change Order No. 2 with Harbel Inc., for additional work not specified in the original contract for pier cap repair and safety lagging for the Marion Street Bridge Repairs (City Project 2023-12-BRDG) in the amount of \$100,362.99, bringing the new contract value to \$369,775.06
22. Order 27,808 - accepting the proposal from Vialytics for software to aid with pavement management that will help inform yearly pavement plans in the annual cost of \$15,908.64 plus a one-time Onboarding and Training fee of \$950, for a total not to exceed cost of \$64,584.56, with the cost broken down annually for four years
23. Order 27,809 - accepting the bids from Allegany Aggregates, Inc./Allegany Concrete and/or American Concrete, LLC and/or Red Barn Concrete for the purchase of Concrete Materials in the not to exceed amount of \$100,000, based on product availability when needed
24. Order 27,810 - Rescinding Order 27,705, originally approved on May 6, 2025 due to misstated terms and approving a Historic District Tax Incentive Program credit and assessment freeze for property at 305 Washington St. (Tax No. 06-042007) owned by Hemlock Leasing LLC, based on total eligible project costs of \$81,390 for a Property Tax Credit of \$8,139 valid for 5 years and a Property Tax Assessment Freeze for 3 years
25. Order 27,811 - rescinding Order 27,709, originally approved on May 6, 2025 due to misstated terms and approving a Historic District Tax Incentive Program credit for property at 208 Washington St. (Tax No. 06-029736) owned by Mike Clark, based on total eligible project costs of \$14,565.73 for a Property Tax Credit of \$1,456.57 valid for 5 years

26. Order 27,812 - rescinding Order 27,710 originally approved on May 6, 2025 due to misstated terms and approving a Historic District Tax Incentive Program credit and assessment freeze for property at 619 Washington St. (Tax No. 06-035418) owned by Mary Margaret Dusenbery, based on total eligible project costs of \$270,800 for a Property Tax Credit of \$13,540 valid for 5 years and a Property Tax Assessment Freeze for 6 years
27. Order 27,813 - authorizing the requirement that persons entering any City-owned building must wear a shirt, pants and shoes

(C) Consent Agenda

Order 27,796 was separated due to Mayor Morriss recusing himself from this vote. **Motion** to approve this item was made by Council Member Cioni, seconded by Council Member Furstenberg, and was passed on a vote of 4-0, with Mayor Morriss abstaining.

1. Order 27,796 - authorizing payment to various community groups from the hotel/motel tax receipts in an amount not to exceed \$45,000 when added to the community groups detailed in Order 27,795, also dated August 6, 2025

XIII. Public Comments

All public comments are limited to 5 minutes per person.

Dana Tinnen is inquiring about the search for the Police Chief position, specifically whether it is a nationwide search and the timeframe for accepting applications. He emphasized that this is an opportunity to diversify the police department and has requested that a minority candidate be considered for the role.

Mr. Silka advised that the search is in Maryland and the application period will end on August 15, 2025.

Gary Price spoke of a water issue at his residence, 505 Valentine Ave. Three weeks prior to the date, he experienced a deluge of water on his property that came down from Bedford St. He went on to speak of

pictures dated from October to the present of the individual contributing to the issue. The City has informed him that the issue is caused by grading modifications made by the owner. However, Mr. Price stated that he did not alter the grade and has pictures to support his claim. He also mentioned that the City attempted to resolve the drainage issue but was unsuccessful. Additionally, the culvert is clogged with brush and yard clippings.

Mayor Morriss thanked Gary for bringing this to the attention of the Council and asked him to please forward his pictures to address the issue.

Tiffany Fisher, the historian for the Metropolitan Church, invites the city to celebrate an important anniversary. The church is the oldest Black structure within the city limits and the second oldest in Allegany County. It also played a significant role as part of the Underground Railroad. She is requesting support from the City to demonstrate their involvement to the community. The event will take place on Friday, August 22, 2025. On August 23rd, there will be a fish fry, and on August 24th, a service will be held at 11:00 AM.

IX. Adjournment

With no further business at hand, the meeting adjourned at 7:11 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____

Mayor and City Council of Cumberland

Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, August 19, 2025; 5:00 p.m.

On August 19, 2025, the Mayor and City Council met in public session beginning at 5:00 p.m. in the 2nd floor Conference Room of City Hall for the purpose of immediately closing the meeting to discuss personnel matters in regard to the recruitment of a Chief of Police and to receive advice from the City Solicitor regarding whether the entrance road to Woodlawn Cemetery is a public right of way. Authority to close the session is provided by Sections 3-305(b)(1)(i), (b)(3) and (b)(7) of the General Provisions Article of the Annotated Code of Maryland.

MOTION: Motion to enter into Closed Session was made by Council Member Furstenberg seconded by Council Member Frazier, and was passed on a vote of 4-0.

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

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



Mayor and City Council of Cumberland

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

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

Mayor and City Council of Cumberland

WORK SESSION

City Hall 2nd Floor Conference Room
57 N. Liberty Street
Cumberland, MD 21502
Tuesday, August 19, 2025; 5:30 pm

PRESENT: Mayor Raymond M. Morriss; Council Members: Eugene Frazier, James Furstenberg, Brian Lepley.

ABSENT: Council Member Richard Cioni

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Michael Cohen, City Solicitor; Acting Chief Lieutenant Bonner;

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

Alan Septoff, Other members of the public

I. PHILANTHROPIC TIME EMPLOYEE INCENTIVE

Mr. Silka proposed a philanthropic time-off policy that would provide paid time off for employees to engage in volunteer activities within the community. Under this policy, exempt employees would receive 16 hours of paid time off per calendar year, which would not accrue. However, the Day of Sharing and Caring would be excluded from this policy since the City already participates in that event.

Council agreed to take it into consideration and review a drafted policy.

II. CITY ADMINISTRATOR UPDATES

Mr. Silka provided the following updates on City projects:

- CLGA applications will close on August 25, 2025, with openings still available. The City is very proud of the program and encourages anyone interested to apply
- Unlike social media posts claiming contamination, Mason Park is closed due to soil and surface reclamation. The fields are washed out and unstable. Sometime this week or next, sanding the fields will begin. The skatepark is taking shape.

Councilman Lepley and Furstenberg have been actively looking for fields for the kids to play.

III. REVIEW OF THE PUBLIC MEETING AGENDA OF AUGUST 19, 2025

Michael Cohen explained that Ordinance 4019 Section 1588 needs to be amended to read the Downtown Development Commission instead of the Committee.

Mr. Silka reviewed items on the agenda with the Councilmembers:

- Order 27,815 refers to the Choose Cumberland recipient.
- Order 27,818 refers to the increase in the handicap parking violation to \$500
- Order 27,821 refers to executed documents for the Choose Cumberland Relocation Program and allows the Solicitor and City Administrator permission to sign in the event the Mayor is not available.

Councilman Frazier questioned Ordinance 4019 being put back on the table and stated that he thought more time was being provided for public feedback. Michael Cohen advised that a vote would be required to put the Ordinance back on the table.

IV. MAYOR AND CITY COUNCIL UPDATES

Councilman Frazier and Lepley attended the MML Chapter Dinner last week in Friendsville, where they spoke about the mural painted at the park entrance, highlighting its beauty and affordability. They took

pictures and advised that they would forward the artist's information for consideration.

This coming Thursday, the Levitt AMP series will perform its final concert at Canal Place, followed by a performance at FSU next week. August 22, 2025, Queen City Funk and Soul will be performing at Friday after Five

There will be two additional meetings for the Comprehensive Plan: one on August 21, 2025, focusing on neighborhood focus, and another on August 28, 2025, focusing on key issues. Both meetings are at City Hall at 6:00 PM. There will also be a survey on the website for citizen participation.

The AME Church on the corner of Frederick and Decatur Streets will be celebrating its 188th anniversary this weekend, kicking off with a fish fry on Friday.

The Jane Gates House program will be held on August 31, 2025

Whiskey Rebellion will be held September 12, 2025, Heritage Days and Railfest both September 13 & 14, 2025

V. ADJOURNMENT

With no further business at hand, the meeting adjourned at 5:54 p.m.
Respectfully Submitted,

Allison K. Layton _____
City Clerk

Minutes approved on _____



Mayor and City Council Of Cumberland

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City Administrator Jeffrey F. Silka
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MINUTES

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

DATE: August 19, 2025

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

Council Member Eugene T. Frazier
Council Member James L. Furstenberg, III
Council Member Brian R. Lepley
President Raymond M. Morriss,

ABSENT: Council Member Richard J. "Rock" Cioni,

Also Present: Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk; Acting Police Chief Bonner, Chief Adams, and Robert Smith, City Engineer

IV. Statement of Closed Meeting

The Mayor and City Council of Cumberland met in public session beginning at 4:30 p.m. in the 2nd floor Conference Room of City Hall on Tuesday, August 19, 2025 for the purpose of immediately closing the meeting to discuss personnel matters in regard to the recruitment of a Chief of Police and to receive advice from the City Solicitor regarding whether the entrance road to Woodlawn Cemetery is a public right of way. Authority to close the session is provided by Sections 3-305(b)(1)(i), (b)(3) and (b)(7) of the General Provisions Article of the Annotated Code of Maryland.

Presentations

1. Presentation to the Cumberland Raiders Rollerhockey Team for their Championship

Mayor Morriss read the certificate and a photograph was taken with team members and the Councilmembers

2. Presentation of the 2025 Let's Beautify Cumberland Blue Ribbon Award Winners

Ed Mullaney Co-chair with Let's Beautify Cumberland recognized some members of the group who help support the program and noted that Cumberland looks better as a community compared to recent years.

The following are the recipients of the 2025 Bue Ribbon Awards:

Residential Award

Jimmy and Stephanie Furstenberg
514 Avondale Avenue

Harold & Margaret Hipsley
29 E. Mary Street

Justin Parker
63 Greene Street

Davene Sheehe
1028 Bedford Road

Francis Williams
212 N. Lee Street

Business Award

Classic Car Wash
Leroy Nixon
1212 W. Industrial Blvd.

Postal Store Plus Fed
Perry & Brenda Ford
614 N. Centre Street

Foreman Financial
Robin Foreman
443 N. Centre Street

Good Neighbor Awards

Doug Oster Jr.
326 Furnace Street

Francis Williams
212 N. Lee Street

Unitarian Universalist Fellowship
Karen Krough
211 S. Lee Street

Ed recognized Mayor Shepherd and commented on the town of Ridgeley, noting the beautiful flags that welcome visitors across the blue bridge. He admired the charm of the blue and gold walls featuring bold letters that read "WV." The town boasts beautifully manicured yards, newly paved roads, and freshly painted houses. Cumberland models itself after the town, and we thank you for being a good neighbor. We look forward to working together in the future.

We Care Award for being so supportive with the installation of the Cumberland Clock, with painting their building to match, and allowing a security camera to be installed on the side of the building

Cody & Brianna Steckman
8 Greene Street

ABCD Award Above and Beyond the Call of Duty – for being so supportive and easy to work with.

Robert Smith
Director of Engineering
City of Cumberland

IV. Directors Reports

Motion to approve the reports was made by Council Member Lepley, seconded by Council Member Furstenberg, and was passed on a vote of 4-0

(A) Administrative Services

1. Administrative Services Monthly Report for July 2025

(B) Public Works

1. Maintenance Division Monthly Report for July 2025

(C) Fire Department

1. Fire Department Monthly Report for July 2025

(D) Police Department

1. Police Department Monthly Report for July 2025

(E) Utilities- Flood, Water, Sewer

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

V. Approval of Minutes

Motion to approve the minutes was made by Council Member Frazier, seconded by Council Member Lepley, and was passed on a vote of 4-0

1. Approving the Closed Session Minutes, Open Work Session Minutes, and Regular Session Minutes of August 6, 2025

VI. Public Comments for Agenda Items Only

All public comments are limited to 5 minutes per person

Alan Septoff a resident on the West Side is present in opposition of Ordinance 4019. He notes the City describes the Ordinance about parades and events but the content is about free speech. According to this Ordinance, any gathering on City property to exercise the Constitutional Right to free speech requires

applying for a permit 30 days in advance, therefore the small group gathering prior to the meeting would have been prohibited because the agenda was made available less than 30 days to the date.

He went on to express that free speech should not come with a price, and that the City Administrator should not hold the power to impose it. He is questioning the origin of the Ordinance and the benefit our local officials gain from enforcement. He believes the language of the Ordinance should explicitly state that it does not apply to protests.

Ellen McDaniel Weissler began by expressing that the men who framed the constitution felt the right to free speech was so important that it was placed above all others as the first amendment. In a democracy citizens should be allowed to express their concerns and opinions.

She goes on to say that Ordinance 4019 is a restriction of that right and mentioned hearing at the Work Session meeting prior that the free speech argument was not valid and also that no fee is charged for small events under the Ordinance. But according to the language of the Ordinance, that is inaccurate.

She also feels the costs for an event are prohibitive for those without organizational backup and insurance is challenging to obtain for an event the provider deems controversial. The fact that the City of Cumberland is requiring such fees for freedom of speech is unconstitutional.

Kit Pepper Lescalette spoke of the Ordinance and noted it makes no reference to peaceful protesting however, applying the characteristics of a political protest to a small event, the Ordinance would apply. It is her opinion that current Council may believe the Ordinance does not apply to protesting but questioned those in the future who may feel otherwise.

She referenced specific unplanned events and inquired about how the City would enforce or respond to these activities. Unless the language in the Ordinance explicitly states that it does not pertain to protests, the current wording suggests that it does.

Kristine Hall born in Czech Republic and at the age of 16 was aware of the issues of a totalitarian regime and noted that free speech is expressed in the Constitution.

Maureen Connelly noted that policies are usually put in place due to a problem and is inquiring what if any issues there are with Ordinance 4019.

Mayor Morriss responded that the Ordinance is almost identical to the previous edition but now includes the involvement of the DDC. Small events were added

to the Ordinance in 2024 to reduce the cost from \$150 for larger events to \$25 for smaller events. He went on to note that to this day the current Ordinance in place does not put anyone protesting in violation, therefore, there are no issues or problems that led to the addition.

Max Green spoke about a comment expressed in the previous meeting that the Ordinance has been in place but noted changes made such as 30-day advance notice for an event and increase in fines from \$500 for first offense and \$1K for repeated offenses.

He also inquired about the agenda reflecting that this Ordinance is a 2nd & 3rd reading as it was tabled at the last meeting. Mayor Morriss advised the first reading was in the previous meeting. His request is for the Council to review the problematic provisions outlined.

Ila Steelman spoke against Ordinance 4019 as a board member of the DDC and a local business owner. She went on to note that page 64 of the agenda does not exclude peaceful protests. She feels that something in regards to free speech should provide more clarity and added that she does not have an issue with the Ordinance itself but instead the language

VII. Unfinished Business

Motion to take Ordinance 4019 off the table was made by Council Member Furstenberg, seconded by Council Member Lepley, and was passed on a vote of 4-0

Motion to put Ordinance 4019 back on the table was made by Council Member Frazier was not seconded, therefore the motion died.

(A) Ordinances

1. Ordinance 4019 (*2nd and 3rd readings, Tabled August 6, 2025*) - to repeal and reenact Article V of Chapter 15 of the City Code (Sections 15-80 to 15-90 inclusive) pertaining to parades and special events

SECOND READING: Motion to accept the second reading was made by Council Member Lepley, seconded by Council Member Furstenberg, and was passed on a vote of 3-1.

Mayor Morriss called for questions or comments.

Councilman Frazier reiterated his stance against Ordinance 4019.

The ordinance was moved to its third reading.

THIRD READING: The ordinance was submitted in title only for its third reading and was passed on a vote of 3-1.

2. Ordinance 4021 (*2nd & 3rd readings*) - authorizing the transfer of 315 Bond Street to Christiansen Properties, LLC for the purchase price of \$500

SECOND READING: Motion to accept the second reading was made by Council Member Lepley, seconded by Council Member Furstenberg, and was passed on a vote of 4-0.

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

THIRD READING: The ordinance was submitted in title only for its third reading and was passed on a vote of 4-0.

3. Ordinance 4022 (*2nd & 3rd readings*) - authorizing the transfer of 310 Columbia Street to Vintage Home Renovation & Properties, LLC for the purchase price of \$6,600

SECOND READING: Motion to accept the second reading was made by Council Member Furstenberg, seconded by Council Member Lepley, and was passed on a vote of 4-0.

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

THIRD READING: The ordinance was submitted in title only for its third reading and was passed on a vote of 4-0.

4. Ordinance 4023 (*2nd & 3rd readings*) - authorizing the transfer of 111, 113 and 117 Independence Street to Charles Welch for the purchase price of \$600

SECOND READING: Motion to accept the second reading was made by Council Member Furstenberg, seconded by Council Member Lepley, and was passed on a vote of 4-0.

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

THIRD READING: The ordinance was submitted in title only for its third reading and was passed on a vote of 4-0.

5. Ordinance 4024 (2nd & 3rd *readings*) - authorizing the transfer of 218 Park Street to Joseph Simpson III for the purchase price of \$101

SECOND READING: Motion to accept the second reading was made by Council Member Lepley, seconded by Council Member Furstenberg, and was passed on a vote of 4-0.

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

THIRD READING: The ordinance was submitted in title only for its third reading and was passed on a vote of 4-0.

6. Ordinance 4025 (2nd & 3rd *readings*) - authorizing the transfer of 461 Goethe Street to SP Marin Trust for the purchase price of \$500

SECOND READING: Motion to accept the second reading was made by Council Member Furstenberg, seconded by Council Member Lepley, and was passed on a vote of 4-0.

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

THIRD READING: The ordinance was submitted in title only for its third reading and was passed on a vote of 4-0.

7. Ordinance 4026 (2nd & 3rd *readings*) - authorizing the transfer of 463 Goethe Street to SP Marin Trust for the purchase price of \$500

SECOND READING: Motion to accept the second reading was made by Council Member Furstenberg, seconded by Council Member Lepley, and was passed on a vote of 4-0.

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

THIRD READING: The ordinance was submitted in title only for its third reading and was passed on a vote of 4-0.

8. Ordinance 4027 (2nd & 3rd readings) - abrogating Ordinance No. 3976 and authorizing the execution of a first amendment to the Infill Development Agreement with Teabow Residential, LLC for the purpose of amending the agreement dated April 2, 2024 for the purpose of extending certain deadlines, changing the permitted use of 252 E. Elder St, altering the remedies available in the event of a default, decreasing the number of dwelling units and other incidental matters

SECOND READING: Motion to accept the second reading was made by Council Member Lepley, seconded by Council Member Furstenberg, and was passed on a vote of 4-0.

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

THIRD READING: The ordinance was submitted in title only for its third reading and was passed on a vote of 4-0.

(A) Orders (Consent Agenda)

Mr. Silka reviewed each item on the Consent Agenda and Mayor Morriss called for questions or comments. **Motion** to approve each item was made by Council Member Frazier, seconded by Council Member Furstenberg, and was passed on a vote of 4-0.

1. Order 27,814 - declaring certain Cumberland Police Department vehicles to be surplus property and authorizing them for sale, trade in, scrap or disposal
2. Order 27,815 - awarding an increment of the Choose Cumberland Relocation Package grant to Reeve Barbour in an amount not to exceed \$20,000 (City match \$10,000, Grant \$10,000) with the cumulative programmatic City amount not to exceed \$100,000, utilizing grant funds received from the Maryland Department of Housing and Community Development
3. Order 27,816 - authorizing the execution of a non-exclusive public rights of way access agreement with Level 3 Communications permitting Level 3 to construct, install and maintain certain Facilities within the City's rights of way for a term of five years with automatic renewal for three separate five year term renewals unless cancelled in writing
4. Order 27,817 - authorizing the execution of a non-exclusive public rights of way access agreement with Talkie Communications, Inc. permitting Talkie Communications to construct, install and maintain certain Facilities within the City's rights of way for a term of five years with automatic renewal year to year unless cancelled in writing
5. Order 27,818 - setting parking fines for unauthorized parking in a posted Handicap Only reserved zone at a maximum of \$500, effective 30 days after passage of this Order
6. Order 27, 819 - authorizing the execution of a Third Amendment to the Operations and Maintenance Agreement with New England Fertilizer Company (NEFCO), relative to the Heat Drying Facility Operations and Maintenance Agreement, which was originally entered into on May 26, 2009, modifying Section 2.04, deleting and replacing Sections 3.01(A)(1) and 3.01 (A)(2), updating Section 4.01 and deleting Section 5.06 (E); and extending the agreement until July 1, 2026
7. Order 27,820 - accepting the proposal from Wycliffe Technologies for a video management system for multiple locations at the Water Filtration Plant and Gene Mason Sports Complex in the not to exceed amount of \$101,470
8. Order 27,821 - authorizing the City Administrator and City Solicitor to sign and execute all Choose Cumberland Relocation Program Grant and Security Agreements and other such documents as are necessary or expedient for the purpose of finalizing and disbursing the funds to the grant recipients

9. Order 27,822 - authorizing the purchase of the 2024 Tax Sale Certificate for 419 Central Avenue, Cumberland, MD from the current Certificate Holder, Sunshine State Investment Group, LLC in an amount not to exceed \$5,000

XIII. Public Comments

All public comments are limited to 5 minutes per person.

Gregory Garlitz spoke to the Council requesting an honor for his mother Linda Elaine Garlitz who passed away on May 30, 2025 due to a traffic accident. Linda was a nurse's aid, president of the Allegany County Women's Democratic Club, commander of Henry Hart VFW, member of Post 13, American legion auxiliary and naves crossroads sportsman club. Gregory is requesting that the stop sign at the intersection where Messick Rd and Evitts Creek Rd. intersect with Industrial Blvd. be converted to a traffic light.

Robert Smith advised Gregory that Messick Rd. and Industrial Blvd. are not maintained by the City but the request would be passed along to the appropriate owners.

David Biser spoke of the controversy over the Chief of Police and advised the Council to hire the most competent and qualified person for the position. As a retired Police officer who was a lieutenant at one point, he lives in the City and wants to see a good police force.

Nicole Stinebaugh was present seeking clarity on Ordinance 4019 and expressed her disappointment that it was not tabled again for more public feedback. She mentioned that if a gathering is for a political protest or a football team returning it leaves it open to misinterpretation.

VIII. Adjournment

With no further business at hand, the meeting adjourned at 7:48 p.m.

Minutes approved on_____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____

Mayor and City Council of Cumberland

Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, August 26, 2025; 4:30 p.m.

On August 26, 2025, the Mayor and City Council met in public session beginning at 4:30 p.m. in the 2nd floor Conference Room of City Hall for the purpose of immediately closing the meeting to consult with counsel to obtain legal advice about the pending opioid litigation. Authority to close the session is provided by Section 3-305(b)(7) of the General Provisions Article of the Annotated Code of Maryland.

MOTION: Motion to enter into Closed Session was made by Council Member Furstenberg seconded by Council Member Frazier, and was passed on a vote of 4-0.

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

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison K. Layton; City Clerk; City Solicitor, Michael Cohen; and Bruce Pool, Litigation Attorney

File Attachments for Item:

. Resolution R2025-06 (*1 reading only*) - granting the Chamber of Commerce Inc. W MD a property tax credit for the 2025-2026 tax year, as provided for by Section 9-302(d) of the Tax Property Article of the Annotated Code of Maryland

City of Cumberland
- Maryland -

RESOLUTION

RESOLUTION NO. **R2025-06**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND,
GRANTING THE CHAMBER OF COMMERCE INC. W MD, A PROPERTY TAX CREDIT FOR
THE TAX YEAR 2025-2026.**

- WHEREAS,** the Mayor and City Council of Cumberland is, by State Law, granted the authority to impose taxes upon the assessed valuation of property situated within the City of Cumberland against the owners of such property; and
- WHEREAS,** Section 9-302 of the Tax-Property Article of the Annotated Code of Maryland provides that a municipal corporation in Allegany County may grant, by law, a property tax credit against certain property owners; and
- WHEREAS,** the Chamber of Commerce Inc. W MD is such a property owner designated in Section 9-302(d) of the Tax-Property Article of the Annotated Code of Maryland; and
- WHEREAS,** the Chamber of Commerce Inc. W MD has, pursuant to Section 9-301(e)(1), applied for the property tax credit; and
- WHEREAS,** the Mayor and City Council of Cumberland desires to grant to the Chamber of Commerce Inc. W MD a property tax credit against the municipal corporation property tax imposed on the Chamber of Commerce Inc. W MD for the tax year 2025-2026.

NOW, THEREFORE, BE IT RESOLVED THAT, the Chamber of Commerce Inc. W MD be and is hereby granted a property tax credit against any and all municipal corporation property tax imposed upon it by the City of Cumberland for tax year 2025-2025.

***Given under our Hands and Seals this 2nd day of September, 2025, with the
Corporate Seal of the City of Cumberland hereto attached,
duly attested by the City Clerk.***

Attest:

Mayor and City Council
Of Cumberland

Allison K. Layton
City Clerk

Raymond M. Morriss
Mayor

File Attachments for Item:

. Order 27,823 - accepting the proposal from Gwin, Dobson & Foreman, Inc. for the “WFP Membrane Filtration Building” (City Project 2023-20-WFP) for the preliminary design services to include a full topographic site survey, GPR and EM underground utility location, geotechnical services and other services for the new membrane filtration building at the City’s Water Filtration Plant \$171,725

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

ORDER NO. 27,823

DATE: September 2, 2025

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

THAT, the proposal from Gwin, Dobson & Foreman, Inc., 3121 Fairway Drive, Altoona, PA 16602, for the “WFP Membrane Filtration Building” (City Project 2023-20-WFP) for the preliminary design services to include a full topographic site survey, GPR and EM underground utility location, geotechnical services and other services for the new membrane filtration building at the City’s Water Filtration Plant (WFP) be and is hereby approved in the not to exceed amount of One Hundred Seventy One Thousand Seven Hundred Twenty Five Dollars and No Cents (\$171,725.00).

Raymond M. Morriss, Mayor

Budget: 003.399.SS4.63000

Council Agenda Summary

Meeting Date: 9/2/2025

Key Staff Contact: Matt Idleman, PE

Item Title:

Award Preliminary Design Services for Water Treatment Plant Membrane Filtration Building

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

Award Preliminary Design Services for Water Treatment Plant Membrane Filtration Building Contract to Gwin, Dobson & Foreman, Inc., in the lump sum cost of \$171,725.00.

Project includes a full topographic site survey including test boring stakeout, GPR and EM underground utility location, geotechnical services including drilling, testing and report, and preliminary finish water distribution system modeling and report. The work is expected to be completed within four months (weather permitting).

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

Amount of Award: \$171,725.00

Budget number: 003.399.SS4.63000

Grant, bond, etc. reference: City Funds



August 26, 2025

City of Cumberland
57 North Liberty Street
Cumberland, MD 21502

Attn: Robert Smith, P.E., Director of Engineering and Utilities

RE: Preliminary Engineering/Design
City of Cumberland - Project No. 2023-20-WFP
Water Treatment Plant Membrane Filtration Building

Dear Mr. Smith:

As a follow-up to our Preliminary Engineering Report (PER) for Project No. 2023-20-WFP Engineering Services for the Water Treatment Plant Membrane Filtration Building, we offer the following preliminary design services proposal. This proposal includes a full topographic site survey including test boring stakeout, GPR and EM underground utility location, geotechnical services including drilling, testing and report, and preliminary finish water distribution system modeling and report. Refer to the attached Geotechnical Services, Topographic Survey Services and Hydraulic Evaluation Services Proposals. Regarding the underground utility GPR and EM location services, GD&F plans to subcontract with Allegheny Utility Solutions, LLC. The total preliminary engineering cost proposal that includes all of the above services is a not-to-exceed amount of \$171,725. GD&F intends to invoice monthly and complete the work within four (4) months (weather permitting) upon approval.

We appreciate the opportunity to submit this engineering design services proposal. Please do not hesitate to contact us if you have any questions.

Sincerely,
GWIN, DOBSON & FOREMAN, INC.

A handwritten signature in blue ink that reads "Christopher M. Eckenrode".

Christopher M. Eckenrode, P.E.
Engineering Manager

Enclosures
JLB/mad
Prop/2025/CityOfCumberland/PERDesign_8-26-25.doc
cc: File

**CITY OF CUMBERLAND – PROJECT NO. 2023-20-WFP
WATER TREATMENT PLANT MEMBRANE FILTRATION BUILDING
PRELIMINARY ENGINEERING SERVICES**

**GEOTECHNICAL SERVICES COST PROPOSAL
EXPLORATORY DRILLING AND TESTING
GEOTECHNICAL ENGINEERING REPORT
AUGUST 26, 2025**

SCOPE OF WORK

Purpose and Scope - Gwin, Dobson & Foreman, Inc. (GD&F) will provide all required geotechnical engineering services for the proposed water treatment plant improvements as set forth in our "Preliminary Engineering Report for Water Treatment Plant Membrane and Filtration Building."

The services will include geological reconnaissance and research, geotechnical investigation, soil and rock boring and other exploration procedures, sampling field and laboratory testing, preparing and submitting boring logs and reports and providing geotechnical reports with recommendations.

The purpose of this work is to characterize subsurface conditions for the proposed water treatment plant. This information includes identification of soil and rock horizons and their engineering properties along with groundwater conditions. This data summarized in a geotechnical report is important for foundation design, slope stability, groundwater control, constructability issues (rock removal) and impacts on adjacent Lake Gordon Dam.

Geotechnical Site Plan - Locations of exploratory drilling and testing plan in relation to proposed structures (membrane filtration and treatment building and finish water storage reservoir) are provided on the following plan. Proposals will be solicited from test boring contractors and material testing laboratories to obtain the most cost-effective exploratory drilling and testing services possible.

The location of each test boring will be surveyed in the field with the top of ground elevation noted on the test boring stake. Estimated costs for test boring and soil/rock testing are included in the schedule of test boring and soil and rock tests.

Borings - The location and depth of the borings proposed shall be shown on a plan accompanying the Contractor's proposal. If GD&F finds it necessary to change the location or depth of any of these proposed borings, the Contractor shall be notified and a new location or depth shall be agreed upon between GD&F and the Contractor.

If unusual conditions are encountered, including but not limited to unanticipated materials which cannot be penetrated by standard sampling equipment, the Contractor shall immediately consult with GD&F.

GD&F shall advise the Contractor as to any further exploration and testing required to obtain information that GD&F requires for a professional interpretation of subsoil conditions at the building site and shall perform such additional work as authorized by GD&F after consultation with the City. The extent of exploration undertaken shall be consistent with the scope of the Project as indicated by the information given above and by any drawings attached hereto.

GD&F plans to have Contractor drill a minimum of two (2) infiltration test pits that will be used for stormwater management design. Contractor will then perform infiltration testing and include results in the final geotechnical report.

Drilling and Sampling Methods - Unless otherwise stipulated, drilling and sampling will be performed in accordance with current applicable ASTM (American Society of Testing and Materials) standards and other standards, including, but not limited to, ASTM standards D1586, D1587 and D2113.

The samples shall be preserved and field logs prepared by an experienced soils technician acting under the supervision of GD&F.

Protection of Property - GD&F shall contact the City and all utility companies for information regarding buried utilities and structures, shall take all reasonable precautions to prevent damage to property both visible and concealed, and shall reasonably restore the site to the condition existing prior to the Geotechnical Engineer's entry.

Such restoration shall include, but not be limited to, backfilling of borings, patching of slabs and pavements, and repair of lawns and plantings. Each boring should be temporarily plugged, pending additional groundwater readings. At the completion of the groundwater readings, the borings shall be permanently plugged, including patching of slabs and pavements.

Reports Format - All segments of the reports covering the investigations and analyses shall be made on white paper, 8½ x 11 inches, suitable for photocopying, and shall be bound in booklet form.

Field and Laboratory Reports - GD&F shall prepare reports in accordance with the items checked below:

All data required to be recorded according to the ASTM standards or other standard test methods employed shall be obtained, recorded in the field and referenced to boring numbers; soil shall be classified in the field logs in accordance with applicable ASTM standards and other standards, including, but not limited to, ASTM standard D2488, but the classification for final logs shall be based on field information, plus results of tests, plus further inspection of samples in the laboratory by the Geotechnical Engineer preparing the reports.

Include with the report a chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs.

Identify the ASTM standards or other recognized standard sampling and test methods utilized.

Provide vertical sections for each boring plotted and graphically presented showing number of borings, sampling method used, date of start and finish, surface elevations, description of soil and thickness of each layer, depth to loss or gain of drilling fluid, hydraulic pressure required or number of blows per foot (N value for each sample) and, where applicable, depth to wet cave-in, depth to artesian head, groundwater elevation and time when water reading was made and presence of gases. Note the location of strata containing organic materials, wet materials or other inconsistencies that might affect engineering conclusions.

Describe the existing surface conditions and summarize the subsurface conditions.

Provide appropriate subsurface profiles of rock or other bearing stratum.

Estimate potential variations in elevation and movements of subsurface water due to seasonal influences.

Report all laboratory determinations of soil properties.

Disposition of Samples - After all laboratory tests have been completed, disposal of all soil sample bottles and rock core boxes shall be delivered to a dry, secure area in a building of the City's water treatment plant.

Foundation Engineering Evaluation and Recommendations - The Geotechnical Engineer shall analyze the information developed by investigation or otherwise available to the Geotechnical Engineer, including those aspects of the subsurface conditions which may affect design and construction of proposed structures, and shall consult with the GD&F on the design and engineering requirements of the Project. Based on such analysis and consultation, the Geotechnical Engineer shall submit a professional evaluation and recommendations for the necessary areas of consideration, including, but not limited to, the items checked below:

Foundation support of the structure and slabs, including bearing pressures, bearing elevations, foundation design recommendations and anticipated settlement.

Anticipation of, and management of, groundwater for design of structures and pavements.

Lateral earth pressures for design of walls below grade, including backfill, compaction and subdrainage, and their requirements.

Soil material and compaction requirements for site fill, construction backfill, and for the support of structures and pavements.

Temporary excavation and temporary protection, such as excavation sheeting, underpinning and temporary dewatering systems.

Stability of slopes.

Seismic activity.

Frost penetration depth and effect.

Analysis of the effect of weather or construction equipment or both on soil during construction.

Analysis of soils to ascertain presence of potentially expansive, deleterious, chemically active or corrosive materials or conditions, or presence of gas.

Evaluation of depth of material requiring rock excavation and method of removal.

Other.

COST PROPOSAL

The estimated costs for exploratory drilling and testing with the geotechnical engineering reports is as follows:

1. Exploratory Drilling and Testing - As indicated, this work involves test boring work by a drilling subcontractor based on the attached test boring plan, unit price schedule and detailed technical specifications prepared by GD&F. Quotations will be solicited from qualified drilling subcontractors and soil testing firms for review and approval by the City. Estimated cost - \$40,000
2. Geotechnical Report - A report that summarizes all exploratory drilling activities will be proposed as indicated above including field and laboratory reports, foundation engineering evaluation, soil testing results including engineering properties and related recommendations shall be provided in a written report. Estimated Cost - \$10,000.
3. Engineering Services - GD&F will provide all required coordination and administration of the exploratory drilling and testing work, geotechnical engineering report evaluation and review of all related soil and rock testing and related foundation recommendations for the proposed water treatment plant building. Estimated Cost - \$27,500.

The total estimated cost for the proposed geotechnical services is \$77,500.

**CITY OF CUMBERLAND – PROJECT NO. 2023-20-WFP
WATER TREATMENT PLANT MEMBRANE FILTRATION BUILDING
PRELIMINARY ENGINEERING SERVICES**

**TOPOGRAPHIC SURVEY SERVICES PROPOSAL
AUGUST 26, 2025**

General – The topographic survey scope of services and cost proposal is provided for the Evitts Creek Water Treatment Plant Improvements including the new membrane filtration water treatment building and associated facilities as described below.

Survey work shall encompass the site and building structures shown on the test boring plan provided for the geotechnical engineering services proposal. The survey will be basis for the layout and design of all required improvements and to show a proper interface with existing buildings and water treatment facilities.

Professional Standards: Because of the project location, professional survey practices and standards shall conform with the regulations enforced by the State Registration Board for Professional Engineers, Land Surveyors and Geologists. All topographic survey work will be under the direction and supervision of a Professional Land Surveyor (PLS) currently licensed to perform topographic surveys in the Commonwealth of Pennsylvania.

The Professional Land Surveyor will conform with “Standards of Practice For Professional Land Surveyors in the Commonwealth of Pennsylvania” of the Pennsylvania Society of Land Surveyors (PSLS).

Scope of Services: GD&F will provide a comprehensive topographic survey according to the following technical standards and specifications.

- A. Topographic Survey—General Requirements: GD&F shall perform, prepare, and deliver to the City a topographic survey in accord with the following general requirements:
1. Provide control surveys necessary for completing the topographic survey in accordance with selected survey methodologies and technologies in A1.01.
 2. Set permanent bench marks at a density or spacing appropriate for the proposed use of the survey and show a written description, location and elevation to nearest 0.01 foot on the survey for each bench mark. At least one bench mark shall be established for each separate, non-contiguous site surveyed.
 3. Contours at one foot intervals; error shall not exceed one-half contour interval.
 4. Spot elevation as required at building entrances of any nature, adjacent to discrete structures and buildings and all other areas covering the property as determined by GD&F.
 5. Spot elevations at street intersections, at center on curbs, sidewalks, and edges of paving, including far side of paving.

- B. Topographic Survey—Specific Requirements: On the topographic survey, GD&F shall show all of the following:
1. Plotted location of above-ground structures, and other manmade and natural features; floor elevations at locations agreed upon by City and GD&F; and observed evidence of below-ground structures.
 2. Any flood zone designation (with proper annotation based on Federal Emergency Management Administration (FEMA) Flood Insurance Rate Maps or the state or local equivalent) and any lines of delineation between zones: (a) by scaled map location and graphic plotting, and (b) based on the base flood elevations, if shown on the map. If the lines of delineation based on graphic plotting and on the base flood elevation differ, this fact shall be noted on the survey.
 3. Locations of geotechnical borings if ascertainable and the elevations at the ground at each boring and on the top of any casing or structure (if any) established at the boring.
 4. Trees of 6-inch diameter and over (caliper 3 feet above ground); located within 1-foot tolerance, and give species in English to the best of GD&F's knowledge.
 5. Specimen trees flagged by the City or identified by GD&F will be located to the center within 6-inch tolerance; give species in English, give caliper and ground elevation on upper slope side to the best of GD&F's knowledge.
 6. Perimeter outline (located at the dripline) only of thickly wooded areas unless otherwise directed.
 7. Confirm final location of all soil boring and test pit locations upon completion of said borings and test pits.
- C. Topographic Survey—Utilities and Below-Ground Structures: In the topographic survey, GD&F shall determine utility and below ground structure locations according to the following conditions and requirements:
1. If no scope of work and procedure has been selected and authorized for location of utilities and underground structures, then at a minimum the utility and structure location process will include GD&F contacting utility and structure City's and obtaining available information on the utilities and structures, together with a field survey by GD&F of the location of surface observations of such features. GD&F will note on deliverables if a utility or structure City does not provide information.
 2. To the extent that utilities and below ground structures can be located by the methods agreed upon and based on the information on utility characteristics not directly verifiable by the GD&F, the topographic survey shall include:
 - a. Location of water and gas mains, central steam, and other utilities including, but not limited to, buried tanks and septic fields serving, or on, the property, to the extent that such below-ground features may be determined by surface

observation according to documentation of the utility companies or agencies, their representatives, or City.

- b. Location of (1) power, communications, traffic and video systems above ground surface, and (2) power, communications, traffic and video systems below ground surface to the extent that such below-ground features may be determined by observation or in accordance with documentation provided by utility companies or agencies, their representatives, or City.
 - c. Location, depth, and direction of flow of sanitary sewers, combined sewers, storm sewers or drains, and culverts serving, or on, the property; location of catch-basins and manholes, and inverts of pipe at each; all to the extent that the below-ground features referred to in this paragraph may be determined by surface observations or in accordance with documentation provided by utility companies or agencies, their representatives, or City. If size of pipe and type of pipe material can be determined by direct survey measurement and observation, GD&F shall note together with any limitations to the accuracy of the observations.
 - d. Visible appurtenances of surface and underground utilities, including but not limited to such items as fire hydrants, vaults, valve boxes, transformers, etc. shall be located and identified to the extent possible by visible observation or documentation provided by others.
 - e. To the extent information is provided to GD&F by utility or structure City or other sources, GD&F shall show age, size, pressure, material, and Cityship of mapped utilities and structures. GD&F shall not be responsible for the accuracy of utility and structure information provided by others that is not visible or cannot be verified by GD&F by direct survey measurement.
 - f. Name and the operating authority of each utility.
3. Topographic mapping shall include a statement summarizing the methodology used for collection and depiction of utility and underground structure information.
- D. Topographic Mapping – Provide CADD drawings at the required scale and detail sufficient for use in the design and layout of the proposed buildings, storage tanks, treatment structures and site improvements by GD&F.

Maps shall also show location of underground utilities and pipelines ascertained by the surveys, existing mapping from previous City projects or provided to GDF by the City's underground utility location firm hired for the project.

Site drawings shall show the necessary contour information, existing property boundary lines and corners and types and composition of all surfaces and site improvements identified in the mapping legend.

- E. Existing Drawing Incorporation – Engineer will review all existing City drawings and compare them to field surveys. All existing utility information will be conveyed onto basemaps.

Cost Proposal – The estimated cost for the topographic surveys according to the above technical scope of services is set for below:

1. Labor			
a. Survey Crew (2-person)	72 hours @ \$155.00/hr =	\$11,160	
b. Surveyor (PLS) in Charge	24 hours @ \$105.00/hr =	2,520	
c. Sr. CADD Technician	40 hours @ \$75.00/hr =	3,000	
d. Engineer	20 hours @ \$120.00/hr =	2,400	
e. CADD Manager	10 hours @ \$90.00/hr =	<u>900</u>	
Total, Labor =			\$19,980
2. Reimbursable Expenditures			
a. Mileage	1,080 miles @ \$0.67/mi =	\$ 725	
b. Reproduction	=	<u>350</u>	
Total, Reimbursable Expenditures =			<u>\$ 1,075</u>
Total Estimated Topographic Surveys Cost			\$21,055

**CITY OF CUMBERLAND – PROJECT NO. 2023-20-WFP
WATER TREATMENT PLANT MEMBRANE FILTRATION BUILDING
PRELIMINARY ENGINEERING SERVICES**

**GPR AND EM UTILITY LINE LOCATING AND SURVEYING SERVICES PROPOSAL
AUGUST 26, 2025**

Site Location: Evitts Creek Water Treatment Plant

A. Scope of Services:

1. Utilization of (GPR) Ground Penetrating Radar and (EM) Electromagnetic line locating methods to identify and locate subsurface utilities and structures. Locating services shall encompass all areas GD&F has identified to be within the disturbance area of proposed construction. This will be including areas of future building pads, pipe trenches, duct banks, etc.
2. Surveying area post GPR/EM locating for construction planning. Surveying shall encompass all areas marked out by the GPR/EM. Surveying will then report all findings to be added to the CADD drawings for construction planning.

B. GPR/EM Locating:

1. Ground Penetrating Radar: Utility lines that are plastic, terra cotta, concrete, etc. must be located with GPR, which has limitations. Soil composition, moisture, size/depth/material of targets, utility congestion, ambient EM interference, and surface obstructions are factors in effectiveness of GPR.
2. Electromatic Line Locating: Using an electromagnetic radio frequency transmitter and receiver. This will identify the location of conductive material utilities such as ductile and cast iron, copper, steel, aluminum, etc. This also has its limitations due to gasket gaps in lines which may obstruct the signal, congestion of multiple lines, EM interference, etc.

Terms: Due to limitations of geophysical equipment, some subsurface features may be undetectable. Areas of brush, weeds, knee-high grass, etc. must be cleared prior to GPR inspection. The GPR cart can be damaged by pushing through these conditions.

C. Topographic Survey:

1. Locations and profiles of subsurface utilities and structures identified by GPR and EM will be recorded.
2. All findings will be added to the CADD drawings for use in the design and layout of the proposed site improvements by GD&F.

D. **Cost Proposal** – The estimated cost for the GPR and EM locating services and surveying according to the above technical scope of services is set for below:

1. GPR/EM Locating svc.		
a. Field Crew	4 Days @ \$1500.00/day =	<u>6,000</u>
Total, Labor =		\$6,000
2. Surveying		
a. GDF Survey Crew (2-person)	8 hours @ \$155.00/hr. =	\$1,240
b. CADD Technician	6 hours @ \$75.00/hr. =	\$450
c. Engineer	4 hours @ \$120.00/hr. =	<u>\$480</u>
Total, Labor =		\$2,170
Total Estimated GPR/EM and Survey Cost		\$8,170

**CITY OF CUMBERLAND – PROJECT NO. 2023-20-WFP
WATER TREATMENT PLANT MEMBRANE FILTRATION BUILDING
PRELIMINARY ENGINEERING SERVICES**

**HYDRAULIC EVALUATION PROPOSAL
AUGUST 26, 2025**

General – In our March 2018 report, concerns were raised about the plant hydraulic gradient affecting the transmission main, sensitive pressure tolerances in the Pennsylvania portion of the transmission mains, unbalanced flows and pressure surges created in the downstream distribution systems, physical condition of the 36-in. transmission mains and setting the new finish water storage tank(s) elevation at the Evitts Creek plant.

A hydraulic study was recommended in the 2018 report. This work now seems prudent as a preliminary engineering task for the Evitts Creek water treatment plant improvements. In general, such an evaluation should include pressure testing and flow monitoring, hydraulic evaluation, system modeling and related work elements.

Current Constraints and Considerations - The usable volume in the 1.6 MG tank is limited based on existing system hydraulics. Currently, the tank can only be drawn down a maximum of 12-feet before causing low pressure in the distribution system. The capacity of the 1.6 MG tank provides little margin for plant outages and maintenance downtime (4-5 hours) when 12-15 hours of storage should be provided. Downstream pressure tolerance only permits allowable pressures of 5-10 psi, depending on tank level.

Larger finished water storage tanks will provide additional time for critical O&M functions. Several new tanks will also have the ability to prevent non-compliant drinking water from entering the distribution system.

Due to existing hydraulic conditions, the existing filtration system “filter head range” is limited to a few feet. This equates to shorter filter run time (increased backwashing frequency) at high plant flow rates or elevated DAF effluent turbidity.

Interconnecting the 36-inch transmission mains with a control valve offers the potential to balance flow and water quality to the distribution system. Increasing the elevation of a new plant storage tank would improve the hydraulic gradient to the City, provided necessary pressure tolerances are maintained.

The condition of the transmission mains installed 75-100 years ago are subject to breakage and leakage during high pressure and water hammer events.

System Storage and Plant Hydraulics - A 1.6 million gallon storage tank which serves as pressure control for conveying water to the distribution system via two (2) 36-inch diameter concrete pipe transmission mains. The usable volume in the 1.6 MG tank is limited based on existing system hydraulics. Currently, the tank can only be drawn down a maximum of 12-feet before causing low pressure in the distribution system.

A limited hydraulic gradient exists between the City reservoirs and the plant, a distance of 7.5 miles. The 1.6 MG tank has a maximum elevation of 930.0 msl with 12-foot operation range (E. 930.0 to 918.0) as compared to the elevation of the City reservoirs (Ridgedale - El. 890 and Fort Hood - El. 910).

The available hydraulic gradient on either system is minimal (20-40 feet) which limits the ability to adequately adjust, control and balance flows and pressures in the mains. A pressure reducing valve located in the Cole Street area provides an interconnection between the 36-inch mains. The original 1925 main is currently the only line in service to that point.

The condition of the mains is not known. Due to their age (1925 and 1949), assessing their condition would be helpful to correct or minimize head loss if there is a problem. Having a pressure recorder on the older 36-inch main that would not be impacted by a local PRV or pumping station would be helpful in collecting pressure data.

From an operation and water quality standpoint, it would be helpful to have both mains in operation. It may be possible to provide a control valve and metered interconnection between the lines. Different types of pressure regulating/control valves (differential pressure, pressure reducing, etc.) and metering combinations may work in this instance.

Also, a higher and larger capacity water storage tank would provide an increased hydraulic gradient for more positive control of operating pressures.

Previous Studies – The following evaluations will be evaluated during the hydraulic evaluation:

“Bedford Street Surge Investigation,” City of Cumberland, Maryland, January 2013 by Hazen & Sawyer

“Surge and Hydraulic Analysis - Decatur Street Area,” City of Cumberland, MD, March 2019, Final Technical Memorandum by Whitman, Requardt & Associates

Technical Scope of Work – The following technical services are proposed to perform a detailed evaluation of the Evitts Creek water transmission main for the purpose of providing a sufficient hydraulic gradient and reliable and stable pressure regime for the downstream service area for Pennsylvania and Cumberland regional service area in Maryland.

- Obtain GIS mapping from City Engineering Department with location of valves, hydrants and other components (pump stations, meter vaults, tanks, division valves, etc.) and load as a base map layer in the hydraulic model.
- Verification of water transmission system pipelines and components including any recent system extensions, replacements and renewals.
- Coordinate and obtain hydrant flow throughout the system for model calibration. This data could be obtained during seasonal flushing by operating personnel.
- Discuss and map areas of chronic main breaks and leakage with operating personnel.
- Determine Needed Fire Flows for service area based on ISO (Insurance Service Office) criteria
- Establish pressure recorders on transmission mains to and from the treatment plant along with plant flow to establish friction coefficients ("C" factors) for the mains
- Monitor tank levels that establish the hydraulic gradient for the system. Monitor steady-state tank levels to determine turnover rates and water age.
- Set up hydraulic model including all nodes and line segments and make preliminary runs.
- Compare data output with hydrant flows for model calibration; adjust "C" factors as required; identify and resolve data discrepancies.
- Review record of main breaks and chronic leakage on the 36-in. transmission mains; verify condition of water transmission mains
- Identify low pressure areas and means to increase or stabilize pressure in the PA portion of the service area
- Determine range of hydraulic gradients available at the treatment plant for finish water storage and determine optimum finish water storage volumes and configurations
- Recommend needed improvements including provision for the water transmission main replacement and programming of the cost and future schedule for main replacement
- In consultation with the City, prepare project cost estimates along with programming the needed improvements based on City-established priorities
- Prepare a written report with data analysis, recommendations, programming and cost evaluations, mapping and digital files.

Cost Proposal - The following cost estimate is based on the above scope of work and our experience with modeling similar systems.

A. LABOR

<u>Classification</u>	<u>Hours</u>	<u>Rate/Hr</u>	<u>Total</u>
a. Project Principal,	45	\$160.00	\$ 7,200
b. Project Manager	100	\$ 120.00	\$12,000
c. Hydraulic Engineer	150	\$ 100.00	\$15,000
d. Field Technician	140	\$ 85.00	\$ 11,900
e. 2-Person Survey Crew	40	\$155.00	\$ 6,200
f. Sr. CADD Technician	75	\$ 75.00	\$ 5,625
g. Administrative Assistant	50	\$ 63.00	\$ 3,150
Total Labor	600 hrs		\$61,075

B. Reimbursable Expenses

(mileage, reproduction, telecom, etc.) **\$ 3,925**

C. Total Estimated Cost **\$65,000**

File Attachments for Item:

. Order 27,824 - accepting the quote from Environmental Systems Research Institute, Inc. for a 3-year license agreement for its GIS program in the amount not to exceed \$30,200 for each year, for a total cost not to exceed \$90,600 by the end of FY28

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

ORDER NO. 27,824

DATE: September 2, 2025

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

THAT, the quote from Environmental Systems Research Institute, Inc., 380 New York Street, Redlands, CA, 92373-8100 for a 3-year license agreement for its GIS program be and is hereby accepted in the amount not to exceed Thirty Thousand Two Hundred Dollars and No Cents (\$30,200.00) for each year, for a total cost not to exceed Ninety Thousand Six Hundred Dollars and No Cents (\$90,600.00) by the end of FY28.

Raymond M. Morriss, Mayor

Budget No. 001.052.48201

Council Agenda Summary

Meeting Date: 9/2/2025

Key Staff Contact: Amy Baker

Item Title:

Environmental Systems Research Institute 3 Year License Agreement

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

The City of Cumberland's Engineering Department utilizes the services provided by the Environmental Systems Research Institute (ESRI) for its GIS program. In order to utilize this service, the engineering department needs to accept a 3-year license agreement. Each year will cost \$30,200.00 for a total of \$90,600.00 by the end of FY28.

Amount of Award: \$30,200 (FY26), \$30,200 (FY27), \$30,200 (FY28)

Budget number: 001.052.48201

Grant, bond, etc. reference: City Funds



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 5/23/2025 To: 11/19/2025*

Quotation # Q-538980

Date: August 13, 2025

Customer # 124104 Contract #

City of Cumberland
Engineering Dept
57 N Liberty St
Cumberland, MD 21502-2312

ATTENTION: Amy Baker
PHONE: 301-759-6605 x6605
EMAIL: amy.baker@cumberlandmd.gov

Material	Qty	Term	Unit Price	Total
193204	1	Year 1	\$30,200.00	\$30,200.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
193204	1	Year 2	\$30,200.00	\$30,200.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
193204	1	Year 3	\$30,200.00	\$30,200.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	\$90,600.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$90,600.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Grace McDonough

Email:
gmcdonough@esri.com

Phone:
(909) 793-2853

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-1)

This Agreement is by and between the organization identified in the Quotation (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**.

This Agreement sets forth the terms for Customer’s use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	ArcGIS Enterprise Additional Capability Servers ArcGIS Image Server ArcGIS Online User Types ArcGIS Online Viewer User Type ArcGIS Enterprise User Types ArcGIS Enterprise Viewer User Type
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Capped Quantities (annual subscription)

ArcGIS Online User Types		ArcGIS Enterprise User Types	
ArcGIS Online Contributor User Type	15	ArcGIS Enterprise Contributor User Type	15
ArcGIS Online Mobile Worker User Type	100	ArcGIS Enterprise Mobile Worker User Type	100
ArcGIS Online Creator User Type	100	ArcGIS Enterprise Creator User Type	100
ArcGIS Online Professional User Type	20	ArcGIS Enterprise Professional User Type	20
ArcGIS Online Professional Plus User Type	20	ArcGIS Enterprise Professional Plus User Type	20
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	20 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	20 each
ArcGIS Online Apps and Other		ArcGIS Enterprise Apps and Other	
ArcGIS Location Sharing for ArcGIS Online	20	ArcGIS Location Sharing for ArcGIS Enterprise	20
ArcGIS Online Service Credits	50,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	15

Other Benefits

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of Cumberland
(Customer)

By: [Signature]
Authorized Signature

Printed Name: Robert Smith

Title: Director of Engineering and Utilities

Date: 8/18/25

CUSTOMER CONTACT INFORMATION

Contact: Amy Baker

Telephone: 301-759-6605

Address: 57 N. Liberty St.

Fax: 301-759-6608

City, State, Postal Code: Cumberland, MD 21502

E-mail: amy.baker@cumberlandmd.gov

Country: USA

Quotation Number (if applicable): Q-538980

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

“Case” means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

“Deploy”, “Deployed” and “Deployment” mean to redistribute and install the Products and related Authorization Codes within Customer’s organization(s).

“Fee” means the fee set forth in the Quotation.

“Maintenance” means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

“Master Agreement” means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

“Product(s)” means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

“Quotation” means the offer letter and quotation provided separately to Customer.

“Technical Support” means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

“Tier 1 Help Desk” means Customer’s point of contact(s) to provide all Tier 1 Support within Customer’s organization(s).

“Tier 1 Support” means the Technical Support provided by the Tier 1 Help Desk.

“Tier 2 Support” means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer’s consultants or contractors to use the Products exclusively for Customer’s benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.
- c. Esri's federal ID number is 95-2775-732.
- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

File Attachments for Item:

. Order 27,825 - authorizing the City Administrator to sign and execute the Appalachian Regional Commission Grant Agreement between the State of Maryland, acting through the Department of Housing and Community Development, accepting grant assistance in the amount not to exceed \$120,000 for the Messick Road Sewer Extension Project (City Project 2025-06-SANS)

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

ORDER NO. 27,825

DATE: September 2, 2025

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

THAT, the City Administrator be and is hereby authorized to sign and execute the Appalachian Regional Commission Grant Agreement between the State of Maryland, acting through the Department of Housing and Community Development, accepting grant assistance in the amount not to exceed One Hundred Twenty Thousand Dollars and No Cents (\$120,000) for the Messick Road Sewer Extension Project (City Project 2025-06-SANS).

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: 9/2/25

Key Staff Contact: Robert Smith P.E., Jeff Silka

Item Title: Appalachian Regional Commission Grant Agreement for Messick Road Sewer Extension, City Project 2025-06-SANS

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

The Appalachian Regional Commission (ARC) Grant Agreement is between the State of Maryland, acting through the Department of Housing and Community Development (DHCD), and the Mayor and City Council of Cumberland. The agreement awards grant assistance in the amount of \$120,000.00 to be used on the Messick Road Sewer Extension Project. This will allow for Jeff Silka (the authorized contact) to sign the electronic version of the grant agreement.

Amount of Award: \$120,000.00

Budget number: N/A

Grant, bond, etc. reference: Grant

**Grant Agreement
Between
Appalachian Regional Commission
and
City of Cumberland**

**(Fiscal Agent for City of Cumberland: Maryland Department of Housing
and Community Development)**

ARC Contract Number: MD-22344-2025		
Project Title: Messick Road Sewer Extension		
ADMINISTRATIVE/FISCAL AGENT:	Maryland Department of Housing and Community Development 7800 Harkins Road Lanham, MD 20706	GRANTEE: City of Cumberland 57 North Liberty Street Cumberland, MD 21502 Project Director: Robert Smith 301-759-6601
Fiscal Agent's EIN:	52-6002033	ARC Project Coordinator: Magdalena Mysliwiec State Administration/Liaison Officer: Joe Rogers
Fiscal Agent Contact:	Cindy Stone 301-429-7519	
Part I - Special Provisions		

1. Statement of Purpose - Incorporation of Proposal:

This agreement implements a grant made under the authorities of Section 302 of the Appalachian Regional Development Act of 1965 (ARDA), as amended, (40 USC 14321) to construct a sewer main extension to an industrial park under development along Messick Road. The project includes open trench construction of 1,100 linear feet of eight-inch sanitary sewer pipe on the industrial park site and a forced sewer main extending to the adjacent bank facility. Funding will also provide for manholes, clearing and grubbing, mobilization, permanent seeding, contingencies, and other associated costs.

ARC funds are being made available to the project through the Maryland Department of Housing and Community Development (MD DHCD) and will be administered in accordance with the Memorandum of Understanding (MOU) between MD DHCD and the Appalachian Regional Commission, executed on September 30, 2015, which is attached to and hereby incorporated into this agreement.

This project shall be carried out in general accord with Grantee's proposal, approved by ARC on August 18, 2025. Grantee's proposal is incorporated by this reference as a supplement to this agreement. To the extent the Articles of this grant agreement conflict with the incorporated proposal, the Articles shall control.

2. Order of Precedence:

This grant agreement is subject to the provisions of the ARDA, the ARC Code and Project Guidelines, these Special Provisions (Part I), the attached Grant Agreement: General Provisions (Part II), the Memorandum of Understanding, the Registered State Basic Agency Grant Administration Manual, and any other incorporated Supplements. Any conflicts among these provisions shall be resolved giving precedence to these authorities in the order in which they are listed above.

3. Reports:

The Grantee shall submit reports for this project to the Fiscal Agent semi-annually, or at a greater frequency determined by the Fiscal Agent. An annual report for this project shall be submitted by the Fiscal Agent to ARC, as required by the Memorandum of Agreement referenced in Article 1 on a schedule to be agreed to between the Fiscal Agent and the ARC Project Coordinator.

4. Consideration and Method of Payment:

A. Total.

For the complete and satisfactory performance of this grant agreement, as determined by ARC, Grantee shall be paid by ARC a total sum not to exceed \$120,000 of actual, reasonable and eligible project costs. Grantee shall pay, or cause to be paid, the non-ARC share of \$129,130 in cash, contributed services, or in-kind contributions, as approved by ARC. Payments under this Agreement shall be made to the Grantee through the Maryland Department of Housing and Community Development, as Fiscal Agent. The Grantee shall not incur any project-related costs nor begin construction without prior approval from the Fiscal Agent.

B. Method.

Progress payments in the full amount of the total ARC-approved funds are authorized under this agreement. Upon Grantee's satisfactory completion of the agreement, Grantee shall receive any balance of funds, which may be due under this agreement. Payments under this agreement shall be made under the Automated Standard Application for Payments (ASAP) process or, if necessary, upon the receipt of the Fiscal Agent's invoice.

5. Budget:

Costs will be determined in general accord with the budget (which is attached to and hereby incorporated into this agreement), subject to the terms of this Grant Agreement, the Registered State Basic Agency Grant Administration Manual, and pertinent ARC Code Provisions.

6. Period of Performance:

The grant period of performance shall be 8/1/2025 through 7/31/2028.

7. Federal Retention of Interest:

Title to equipment purchased with grant funds, and/or real property purchased or improved with grant funds, resides with the Grantee or Subgrantee and their assignees and successors, as applicable. However, it is a conditional title, and the federal government retains a federal interest in the property. The equipment and/or real property must be accounted for during and after the end of the project period according to OMB property standards at 2 C.F.R. 200.310-316. Grantees and Subgrantees, other than state agencies, must also record a notice of federal interest (NFI) in real property purchased or improved with ARC funds and in

equipment purchased with ARC funds when the amount of ARC funding provided for the equipment purchase exceeds \$250,000. All Grantees and Subgrantees purchasing equipment, or purchasing or improving real property, must continue to use the equipment and/or real property in the same or other projects related to objectives of ARC, as approved by ARC. It is the Grantee's responsibility to ensure that the equipment and/or real property is being used primarily for the purposes of the grant and to notify ARC promptly in the event that the equipment and/or real property is no longer being used for such purposes. If the Grantee or Subgrantee wishes to change the use of the equipment and/or real property, or dispose of it or transfer ownership, the Grantee or Subgrantee must contact ARC to request disposition instructions. The federal government is entitled to an amount equal to the value of the ARC share in the property at the time of the change of use, disposal, or transfer of ownership.

Brandon McBride

8/27/2025

Executive Director

Date

Jeff Silka
City Administrator

Date

File Attachments for Item:

. Order 27,826 - accepting the bid from Carl Belt, Inc. for the “Evitts Creek Phase IV – Interceptor Sewer” (City Project 06-08-S) for the replacement and rehabilitation of approximately 6,500 liner feet of primarily 24” sewer line in the not to exceed amount of \$2,096,326

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

ORDER NO. 27,826

DATE: September 2, 2025

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

THAT, the bid from Carl Belt, Inc., 11521 Milnor Avenue, Cumberland, MD 21502, for the “Evitts Creek Phase IV – Interceptor Sewer” (City Project 06-08-S) for the replacement and rehabilitation of approximately 6,500 liner feet of primarily 24” sewer line be and is hereby approved in the not to exceed amount of Two Million Ninety Six Thousand Three Hundred Twenty Six Dollars and No Cents (\$2,096,326.00).

Raymond M. Morriss, Mayor

Budget: 003.399.SS4.63000

Order of Bids:

Company	Bid Amount
Carl Belt, Inc.	\$2,096,326.00
Excavating Associates, Inc.	\$2,293,161.00
First Fruits Excavating	\$2,625,916.25
Snyder Environmental Services, Inc.	\$2,688,898.00
United Construction Services, LLC	\$4,447,458.00

Council Agenda Summary

Meeting Date: 9/2/2025

Key Staff Contact: Matt Idleman, P.E.

Item Title:

Award Evitts Creek Phase IV, City Project # 06-08-S

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

Award Evitts Creek Phase IV Contract to low responsive bidder, Carl Belt, Inc., in the lump sum cost of \$2,096,326.00.

This project includes replacement and rehabilitation of approximately 6,500 linear feet of primarily 24" sewer line. Portions of the existing pipe will receive CIPP (cured-in-place-pipe) rehabilitation, while other portions will require dig and replace-in-kind with new PVC pipe.

This project was advertised for bid on 7/14/25. Bids closed on 8/20/25, with five qualified bids being received. The low bidder was Carl Belt, Inc., with an acceptable bid of \$2,096,326.00 with other qualified bids ranging from \$2,293,161.00 to \$4,447,458.00.

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

Amount of Award: \$2,096,326.00

Budget number: 003.399.SS4.63000

Grant, bond, etc. reference: City Funds & MDE Grant/Loan

PROJECT INFORMATION	
Project Title:	Evitts Creek Phase IV - Interceptor Sewer
City Project:	06-08-S
Contract Length:	120 Calendar Days
BID OPENING	
Date & Time:	August 20, 2025 2:00 PM EDT
Location:	Virtual - Beacon Bid Solicitation Website

Certified Bid Tabulation									
BIDDER		BIDDER		BIDDER		BIDDER		BIDDER	
First Fruits Excavating		Carl Belt, Inc.		Excavating Associates, Inc.		United Construction Services, LLC		Snyder Environmental Services, Inc.	
407 Plum Run Road Ridgeley, WV 26753		11521 Milnor Avenue Cumberland, MD 21501-1210		P.O. Box 434 Ellerslie, MD 21529		4939 Beech Rd Temple Hills, MD 20748		270 Industrial Blvd Kearneysville, WV 25430	

BIDS AND ALTERNATES													
BID NO.	DESCRIPTION OF BID	UNITS	QTY.	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1A	Sanitary Sewer Piping (Open Cut), 27" Dia., ASTM F-794, PVC	LF	300	229	\$ 68,700.00	141	\$ 42,300.00	238.53	\$ 71,559.00	297	\$ 89,100.00	273	\$ 81,900.00
1B	Sanitary Sewer Piping (Open Cut), 24" Dia., ASTM F-794, PVC	LF	3700	179	\$ 662,300.00	124.5	\$ 460,650.00	183.2	\$ 677,840.00	401	\$ 1,483,700.00	233	\$ 862,100.00
1C	Sanitary Sewer Piping (Open Cut), 8" Dia., ASTM D-3034, PVC, SDR-35	LF	80	87.75	\$ 7,020.00	160	\$ 12,800.00	155.9	\$ 12,472.00	137	\$ 10,960.00	107	\$ 8,560.00
1D	Sanitary Sewer Piping (Open Cut), 6" Dia., ASTM D-3034, PVC, SDR-35	LF	500	79.25	\$ 39,625.00	50	\$ 25,000.00	90.91	\$ 45,455.00	124	\$ 62,000.00	63	\$ 31,500.00
2A	Cured-In-Place Pipe Manhole to Manhole Lining Rehabilitation of 27" Dia. VCP/DIP G	LF	70	738	\$ 51,660.00	596	\$ 41,720.00	440.5	\$ 30,835.00	409	\$ 28,630.00	580	\$ 40,600.00
2B	Cured-In-Place Pipe Manhole to Manhole Lining Rehabilitation of 24" Dia. VCP/DIP G	LF	1450	231	\$ 334,950.00	193.5	\$ 280,575.00	226	\$ 327,700.00	239	\$ 346,550.00	413	\$ 598,850.00
2C	Cured-In-Place Pipe Manhole to Manhole Lining Rehabilitation of 15" Dia. VCP/DIP G	LF	575	110	\$ 63,250.00	96.75	\$ 55,631.25	149	\$ 85,675.00	161	\$ 92,575.00	336	\$ 193,200.00
2D	Reinstatement of Sanitary Sewer Laterals on CIPP Main	EACH	1	605	\$ 605.00	550	\$ 550.00	1902	\$ 1,902.00	5170	\$ 5,170.00	831	\$ 831.00
3	27" Dia. Coupling, Type as Required	EACH	2	2830	\$ 5,660.00	2560	\$ 5,120.00	1523.5	\$ 3,047.00	1540	\$ 3,080.00	906	\$ 1,812.00
4	24" Dia. Coupling, Type as Required	EACH	6	2710	\$ 16,260.00	2150	\$ 12,900.00	936	\$ 5,616.00	1360	\$ 8,160.00	989	\$ 5,934.00
5	8" Dia. Coupling, Type as Required	EACH	5	276	\$ 1,380.00	480	\$ 2,400.00	193.4	\$ 967.00	348	\$ 1,740.00	106	\$ 530.00
6	6" Dia. Coupling, Type as Required	EACH	3	203	\$ 609.00	452	\$ 1,356.00	185	\$ 555.00	306	\$ 918.00	93	\$ 279.00
7	Cleanout/Inspection Port	EACH	7	483	\$ 3,381.00	1520	\$ 10,640.00	1499	\$ 10,493.00	1780	\$ 12,460.00	2210	\$ 15,470.00
8	24"x24"x6" PVC Wye	EACH	3	1480	\$ 4,440.00	4410	\$ 13,230.00	3468	\$ 10,404.00	4650	\$ 13,950.00	13355	\$ 40,065.00
9A	Concrete Manholes, 5' Dia., Including Watertight Frame and Cover	EACH	18	20980	\$ 377,640.00	14050	\$ 252,900.00	21000	\$ 378,000.00	30000	\$ 540,000.00	7953	\$ 143,154.00
9B	Manhole Rehabilitation with Riser and Watertight Frame and Cover	EACH	3	32350	\$ 97,050.00	5320	\$ 15,960.00	15323	\$ 45,969.00	12000	\$ 36,000.00	12780	\$ 38,340.00
9C	Manhole Rehabilitation with Watertight Frame and Cover	EACH	1	25450	\$ 25,450.00	3550	\$ 3,550.00	7488	\$ 7,488.00	9250	\$ 9,250.00	5956	\$ 5,956.00
10A	Restoration of Trench Area, Stabilized Surfaces	SY	75	16.25	\$ 1,218.75	22.75	\$ 1,706.25	30.08	\$ 2,256.00	57	\$ 4,275.00	683	\$ 51,225.00
10B	Restoration of Trench Area, Non-Stabilized Areas (Topsoil, Seeding, Mulching)	LF	5250	14.75	\$ 77,437.50	14.25	\$ 74,812.50	26.9	\$ 141,225.00	183	\$ 960,750.00	32	\$ 168,000.00
10C	Restoration of Trench Area, Bituminous Roadway and Surfaces	SY	15	148	\$ 2,220.00	260	\$ 3,900.00	320	\$ 4,800.00	1580	\$ 23,700.00	657	\$ 9,855.00
11	Mobilization/Demobilization	LS	1	196810	\$ 196,810.00	180100	\$ 180,100.00	105166	\$ 105,166.00	166600	\$ 166,600.00	67000	\$ 67,000.00
12	Maintenance and Protection of Vehicular Traffic	LS	1	13260	\$ 13,260.00	4220	\$ 4,220.00	2888	\$ 2,888.00	9840	\$ 9,840.00	3885	\$ 3,885.00
13	Erosion and Sediment Control	LS	1	78580	\$ 78,580.00	76100	\$ 76,100.00	52709	\$ 52,709.00	132800	\$ 132,800.00	19938	\$ 19,938.00
14	Flow Management During Construction/Bypass Piping	LS	1	440100	\$ 440,100.00	505000	\$ 505,000.00	206352	\$ 206,352.00	365400	\$ 365,400.00	256743	\$ 256,743.00
15	Existing Sewer Pipe Debris Removal and Disposal	LS	1	47510	\$ 47,510.00	9830	\$ 9,830.00	57153	\$ 57,153.00	37700	\$ 37,700.00	2046	\$ 2,046.00
16	Exploratory Excavation	CY	25	352	\$ 8,800.00	135	\$ 3,375.00	185.4	\$ 4,635.00	86	\$ 2,150.00	1645	\$ 41,125.00

First Fruits Excavating		Carl Belt, Inc.		Excavating Associates, Inc.		United Construction Services, LLC		Snyder Environmental Services, Inc.	
Bid	✓	Bid	✓	Bid	✓	Bid	✓	Bid	✓
AoQTB	✓	AoQTB	✓	AoQTB	✓	AoQTB	✓	AoQTB	✓
LPC	N/A	LPC	County	LPC	N/A	LPC	N/A	LPC	N/A
ARVF	✓	ARVF	✓	ARVF	✓	ARVF	✓	ARVF	✓
BASE BID		\$ 2,625,916.25		\$ 2,096,326.00		\$ 2,293,161.00		\$ 4,447,458.00	
								\$ 2,688,898.00	

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


Matt Idleman
Deputy Director of Engineering

File Attachments for Item:

. Order 27,827 - accepting the proposal from Belt Paving, Inc. for the “Union Street Reconstruction” (City Project 2025-16-PVG) for full depth roadway restoration for approximately 533 square yards, patching the Park Street intersection and mill & overlay approximately 800 square yards in the not to exceed amount of \$72,457

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

ORDER NO. 27,827

DATE: September 2, 2025

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

THAT, the proposal from Belt Paving, Inc., PO BOX 1002, Cumberland, MD 21502, for the "Union Street Reconstruction" (City Project 2025-16-PVG) for full depth roadway restoration for approximately 533 square yards, patching the Park Street intersection and mill & overlay approximately 800 square yards be and is hereby approved in the not to exceed amount of Seventy Two Thousand Four Hundred Fifty Seven Dollar and No Cents (\$72,457.00).

Raymond M. Morriss, Mayor

Budget: 002.299L.63000 & 127.101.63000 (50% to each)

Council Agenda Summary

Meeting Date: 7/1/2025

Key Staff Contact: Robert Smith

Item Title:

Award Union Street Reconstruction

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

Award Union Street Reconstruction to Belt Paving, Inc. in the lump sum cost of \$72,457.00.

This project includes full depth roadway restoration for 533 SY, patching the park street intersection, and mill & overlay of about 800 SY.

The project utilizes City Funds.

Amount of Award: \$72,457.00

Budget number: 002.299L.63000 & 127,101.63000 (50% to each)

Grant, bond, etc. reference: City Funds



P.O. BOX 1002
CUMBERLAND, MD 21501-1002
Telephone 301-729-8994
Fax 301-729-0921

August 14, 2025

City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502
Attn: Robert Smith

RE: Union Street Reconstruction
BP-25-047
Excavation, Stone, HMA Base & Surface

Dear Robert:

Belt Paving, Inc. is pleased to offer our proposal for the above referenced project. Pricing includes all labor, material, equipment, supervision and any incidentals necessary to perform the following scope of work with clarifications and exclusions listed herein.

SCOPE OF WORK/CLARIFICATIONS & EXCLUSIONS

- Price includes (1)-one mobilization; additional mobs to be billed at \$2,500.00
- Pricing was based on field measurements with a total of 870 SY
- **Belt Paving, Inc.** to include the following sequence of work:
 - **Full Depth Roadway Restoration – 533 SY**
 - (12”) Excavate existing material at a width of 20’
 - (8”) CR-6 stone to be furnished and placed for subbase
 - (2.5”) 19.0 MM to be furnished and placed for base course
 - **Patch Park Street Intersection – 70 SY**
 - (4”) Mill temporary HMA material
 - (2.5”) 19.0 MM to be furnished and placed for base course
 - (1.5”) 9.5 MM to be furnished and placed for surface course
 - **Mill & Overlay – 800 SY**
 - (2” or top of brick) Mill remaining 10’ of lane to receive surface course
 - (2”) 9.5 MM to be furnished and placed for surface course
- Price **EXCLUDES** any paving fabric
- Price **EXCLUDES** any pavement markings
- Price **EXCLUDES** any adjustments needed for existing manholes, water valves, inlets, etc...
- Price **EXCLUDES** any bonding

SEE ATTACHED UNIT PRICE SHEET

We hope this meets with your approval, should you have any questions please don’t hesitate to contact us.

Sincerely,
BELT PAVING, INC.

Justin Shumaker
Project Estimator/Manager

cc: Jay Stanislawczyk; Harry Hickle

08/14/20259:38
BP25047City of Cumberland; Union Street
*** Justin Shumaker

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
10	Mobilization	1.000	LS	2,700.00	2,700.00
15	MOT	1.000	LS	950.00	950.00
20	Flagging	20.000	HR	74.00	1,480.00
30	(12") Full Depth Removal - 20' Width	179.000	CY	100.00	17,900.00
40	(8") CR-6 Stone Base	250.000	TN	75.00	18,750.00
50	(2.5") 19.0 MM Base	90.000	TN	161.00	14,490.00
60	Standard Milling	337.000	SY	11.00	3,707.00
70	(1.5") 9.5 MM Surface	78.000	TN	160.00	12,480.00

		Bid Total	=====>	\$72,457.00
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File Attachments for Item:

. Order 27,828 - accepting the sole source proposal from Cleveland Brothers CAT for the purchase of one new Caterpillar 305 Mini Excavator in the total amount not to exceed \$88,100, in accordance with City Code Sec 2-171 (c) relating to purchasing cooperatives and piggyback contracts

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

ORDER NO. 27,828

DATE: September 2, 2025

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

THAT, the sole source purchase from Cleveland Brothers CAT, 4565 William Penn Highway, Murrysville, PA 15668, for one (1) New Caterpillar 305 Mini Excavator in the total amount not to exceed Eighty Eight Thousand One Hundred Dollars and No Cents (\$88,100.00) be and is hereby accepted; and

BE IT FURTHER ORDERED, that this special pricing is through Sourcewell Contract 001723CAT, which is in accordance with City Code Section 2-171(c), pertaining to purchasing cooperatives and state and local government contracts (piggyback contracts).

Raymond M. Morriss, Mayor

Budget:
002.220.64000

Council Agenda Summary

Meeting Date: September 2, 2025

Key Staff Contact: Brian Broadwater

Item Title:

Order Accepting the sole source purchase of a New Caterpillar 305 Mini Excavator from Cleveland Brothers CAT, 4565 William Penn Hwy, Murrysville, PA 15668 in the not-to-exceed cost of \$88,100.

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

Requesting a sole source order to accept the purchase of New Caterpillar 305 Mini Excavator from Cleveland Brothers CAT for an amount not to exceed \$88,100. Cleveland Brothers is offering Sourcewell Contract 001723CAT pricing, which is in accordance with the City Code Sec. 2-171 (c) - Purchasing cooperatives, state and local government contracts (Piggybacking Contracts). This will be used in daily operations by the Water Department.

Amount of Award:

\$88,100

Budget number:

002.220.64000

Grant, bond, etc. reference:

N/A

TO: CITY OF CUMBERLAND
57 N LIBERTY ST
CUMBERLAND, MD 21502-2312

DATE: July 7, 2025

ATTENTION: BRIAN BROADWATER

ONE (1) NEW CATERPILLAR 305 BB1 (HYD CPLR) L2 305 07A CR MHE DCA3B S/N N/A

305 07A CR MINI EXCAVATOR	CAMERA, REAR VIEW
BELT, SEAT, 76MM RETRACTABLE (3")	TRACK, 400MM, RUBBER BELT (16"),
ENGINE, EPA TIER 4 FINAL	LINES, QC, LNG STK, 3 LINE
STICK, LONG, WITH 1ST AUX	WATER JACKET HEATER, 120V
BOOM, SWING	ALARM, TRAVEL
LIGHTS, LED	FILM, INC. CANADA
LIGHTS, LED, REAR	BLADE, STD, BOCE
LINES, BOOM	HYDRAULIC OIL
LINES, STICK	CONTROL, QC, 3 LINE
LINKAGE BUCKET W/LIFTING EYE	SOFTWARE, PROPORTIONAL CONTROL
MONITOR NEXT GEN, CAMERA READY	SOFTWARE, STICK STEER CONTROL
MIRROR, CAB, RIGHT	SOFTWARE, 2 WAY CONTROL
COUNTERWEIGHT, STANDARD	SOFTWARE, CODED START
ELECTRICAL ARR, C1.7 HRC	COUPLER, PG, HYDR.D.LOCK, 5-6T
CAB, WITH HEAT AND A/C	PRODUCT LINK, CELLULAR PL243
CAT KEY, WITH PASSCODE OPTION	INTEGRATED RADIO V2
BUCKET-HDC, 24", 6.4 FT3, 5T	BUCKET-HDC, 12", 2.9 FT3, 5T
PINS, BUCKET, 45MM	HAMMER, B6S
LINES, B4-B6-B8 HAMMER, 5T-9T	BRACKET, MHE 5T-6T 45MM, SM-LG

Selling Price: **\$88,100.00**

Warranty:

STANDARD WARRANTY: 24 MONTH/2,000 HOUR (6 MONTH TRAVEL TIME & MILES INCLUDED)

Finance Summary:

Selling Price \$88,100.00

Net Selling Price **\$88,100.00**

AVAILABLE UNDER THE SOURCEWELL AGREEMENT 011723CAT

THE FOREGOING QUOTATION IS EFFECTIVE FOR 30 DAYS.

STANDARD TERMS: SUBJECT TO CREDIT APPROVAL: NET 10 DAYS. UCC-1 FINANCING STATEMENT WILL BE FILED AND A \$400.00 DOCUMENTATION FEE WILL BE CHARGED IF NOT PAID IN FULL ON OR BEFORE 15 DAYS FROM DELIVERY DATE UNLESS OTHERWISE NOTED ON THE SALES CONTRACT.

BY: Jason N Harper QN: S000218877

DELIVERY: Unit In Stock

LEAD TIME: To be determined at the time of order

ATTENTION: THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE OF THIS QUOTATION/OFFER TO SELL -- INCLUDING DISCLAIMERS OF WARRANTIES (INCLUDING MERCHANTABILITY), DISCLAIMERS OF TORT LIABILITY (INCLUDING NEGLIGENCE AND STRICT LIABILITY), LIMITATION OF REMEDIES AND EXCLUSIONS OF AND ANY ATTACHMENTS INCORPORATED HEREIN CONSTITUTE THE TERMS, CONDITIONS AND COVENANTS OF THIS QUOTATION/OFFER TO SELL.

CONSTRUCTION EQUIPMENT TERMS AND CONDITIONS

MANUFACTURER'S WARRANTY

The New Equipment or New Parts quoted herein ("New Products") MAY be subject to certain express warranties of that MANUFACTURER. Any MANUFACTURER'S New Product is subject to a warranty if any, SOLELY BY THE MANUFACTURER. CUSTOMER, BY ACCEPTING THIS QUOTATION/OFFER TO SELL, ACKNOWLEDGES THAT CUSTOMER HAS READ, UNDERSTANDS AND ACCEPTS MANUFACTURER'S WARRANTY (WARRANTIES) APPLICABLE TO THE MANUFACTURER'S NEW PRODUCTS.

USED PRODUCTS

If equipment or parts other than New Products ("Used Products"), are being quoted herein, such Used Products are sold on an AS-IS basis, **without any warranty whatsoever, except as may be expressly stated on the face hereof.**

CLEVELAND BROTHERS' WARRANTIES

Cleveland Brothers gives, in respect to the New Products of Cleveland Brothers (i.e., exchange components or assemblies rebuilt by Cleveland Brothers) sold, and work performed, under the terms of this Quotation/Offer to Sell "Work" -- SUBJECT TO CUSTOMER'S ADHERENCE TO CUSTOMER'S RESPONSIBILITIES, AS PROVIDED IN THE PARAGRAPH SO TITLED BELOW -- the following express warranties:

- 1) Cleveland Brothers warrants the labor involved in any Work to be free from workmanship deficiency that will cause the Product to be defective as follows:
 - a. Flat rate or quoted fixed price Work is warranted for one hundred eighty (180) days from the date such Work is completed;
 - b. Time and material hourly Work is warranted for ninety (90) days from the date such Work is completed; and
 - c. Special terms expressly stated on the face hereof;

- 2) Cleveland Brothers warrants any New Products of Cleveland Brothers that are used in any Work -- for one hundred eighty (180) days from the date such Work is completed -- to be free from defects in materials and workmanship;

- 3) If any Work fails to conform to these warranties, Cleveland Brothers will, at a location of Cleveland Brothers' choice and during Cleveland Brothers' normal working hours, replace any defective parts or correct any deficiencies in workmanship if such defects in parts or deficiencies in workmanship are verified by the inspection of an authorized Cleveland Brothers employee. Such replacement of parts or correction of deficiencies in workmanship will be initiated as soon, after verification, as manpower and necessary parts and equipment are available to Cleveland Brothers.

DISCLAIMER OF OTHER WARRANTIES

THE WARRANTIES CLEVELAND BROTHERS GIVES IN THE IMMEDIATELY PRECEDING PARAGRAPH ARE EXCLUSIVE. CLEVELAND BROTHERS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE.

SAFETY AND HEALTH STANDARDS

Use of the Products ordered herein may require Customer to comply with various federal, state or local laws, rules, regulations, or safety codes including, but not limited to, the Occupational Safety and Health Act ("OSHA"), current regulations and standards applicable under OSHA ("OSHA Standards") and the Federal Coal Mine Health and Safety Act of 1969 ("Coal Mine Act"). CUSTOMER HEREBY ASSUMES THE ENTIRE RESPONSIBILITY FOR THE INSTALLATION OF SAFETY GUARDS AND DEVICES AS FEDERAL, STATE OR LOCAL LAWS, RULES, REGULATIONS OR SAFETY CODES (INCLUDING OSHA, THE OSHA STANDARDS AND THE COAL MINE ACT) MAY DICTATE, NOTWITHSTANDING THAT CLEVELAND BROTHERS MAY NOT PROVIDE SUCH GUARDS OR DEVICES WITH THE PRODUCTS ORDERED HEREIN. CUSTOMER HEREBY RELEASES CLEVELAND BROTHERS AND CLEVELAND BROTHERS' OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS ARISING FROM ANY USE OF THE PRODUCTS ORDERED HEREIN IN VIOLATION OF THE DICTATES OF ANY FEDERAL, STATE OR LOCAL LAWS, RULES, REGULATIONS OR SAFETY CODES (INCLUDING OSHA, THE OSHA STANDARDS AND THE COAL MINE ACT).

DISCLAIMER OF TORT LIABILITY

Customer specifically understands and agrees that Cleveland Brothers, and Cleveland Brothers' officers, agents and employees, shall not be liable in tort -- whether based on strict liability, or any other theory of tort liability -- for any action or failure to act in respect to the manufacture of the Products quoted herein, or for any action or failure to act in respect to the workmanship involved in Products used in any Work. IT IS THE PARTIES' INTENT AND THE INTENT OF THIS PROVISION TO ABSOLVE AND PROTECT CLEVELAND BROTHERS AND CLEVELAND BROTHERS' OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL TORT LIABILITY.

EXCLUSIVE REMEDY AND EXCLUSION OF CONSEQUENTIAL DAMAGES

Customer specifically understands and agrees that Customer's sole and exclusive remedy for breach of warranty, defective Work, tortious conduct or any other cause of action against CLEVELAND BROTHERS or CLEVELAND BROTHERS' officers, agents or employees, if any, shall be as provided in the express warranties contained in the paragraph above titled "CLEVELAND BROTHERS' Warranties." CUSTOMER SPECIFICALLY UNDERSTANDS AND AGREES THAT NO OTHER REMEDY (INCLUDING BUT NOT LIMITED TO CLAIMS FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, FOR ANY CAUSE WHATSOEVER, OR INJURY TO PERSONS (INCLUDING DEATH RESULTING THEREFROM) OR PROPERTY OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS) SHALL BE AVAILABLE.

CUSTOMER'S RESPONSIBILITIES

- 1) Customer will at all times operate and maintain the Products in accordance with the instructions outlined in the Maintenance and Operation Instruction Book furnished at time of purchase.

- 2) Any damage to the Products that results from Customer's continued use of the Products after a defect has been recognized by Customer is Customer's sole responsibility and Cleveland Brothers has no responsibility to repair or correct any damage that results from Customer's continued use of the Products after a defect has been recognized by Customer.

- 3) Customer shall be liable to Cleveland Brothers for all expenses incurred by Cleveland Brothers if servicemen are called to the job by the Customer and Customer refuses to permit the requested work to be performed.

- 4) Customer shall make payment for all Products and/or all Work in accordance with the credit and payment policies of Cleveland Brothers that are in effect at the time the Products are sold or the Work is performed.

- 5) Customer grants Cleveland Brothers the right to operate Customer's equipment for purposes of testing or inspecting the Product at Cleveland Brothers' location or at Customer's location.

OTHER TERMS AND CONDITIONS

1) OFFER AND ACCEPTANCE: This Quotation/Offer to Sell is not an acceptance of the terms and conditions of any prior or subsequent offer or order of Customer and any such terms and conditions are expressly rejected. This Quotation/Offer to Sell is an offer by Cleveland Brothers to Customer. Customer, by accepting this Quotation/Offer to Sell, accepts Cleveland Brothers' offer contained herein and such acceptance of this offer is expressly limited to its terms. Any subsequent submission of an order or similar document to Cleveland Brothers covering the Products or Work quoted herein also constitutes an unqualified acceptance of this offer notwithstanding terms and

conditions in said order or other document to the contrary. Under no circumstances shall any terms and conditions of Customer's business forms that are inconsistent with the terms and conditions of this Quotation/Offer to Sell become part hereof. Upon acceptance, this Quotation/Offer to Sell shall become the final written expression of agreement between Cleveland Brothers and Customer, constituting the entire contract between Customer and Cleveland Brothers and superseding all previous communications, either verbal or written. This Quotation/Offer to Sell may be modified only by a writing signed by a corporate officer of Cleveland Brothers. Reference herein to any order or other communication is only for the purpose of identifying the Products or Work ordered. Notwithstanding the foregoing, Cleveland Brothers reserves the right to correct minor errors and omissions committed by Cleveland Brothers' employee while completing this Quotation/Offer to Sell. This right to correct includes, but is not limited to, sales tax, freight, insurance, filing fees, spelling, serial numbers, legal name, payment dates, etc. Such errors will be unilaterally corrected by Cleveland Brothers.

- 2) PRICE: The price of the Products and Work quoted herein, as stated above, is subject to change without notice. The actual sales price of the Products and Work shall be Cleveland Brothers' price in effect at the date of acceptance. If transportation charges are not included in the price of the Products and Work, as quoted above, the same shall be paid by Customer upon delivery. Transportation charges shall include all switching, spotting, drayage, demurrage and other transportation charges or taxes incurred at destination. Customer shall pay, in addition to the sales price applicable at the time of delivery, all excise, privilege, occupational, sales, use, personal property and other taxes, whenever due, and in the event the same are paid by Cleveland Brothers, Customer will reimburse Cleveland Brothers for the cost thereof forthwith upon demand by Cleveland Brothers.

- 3) CUSTOMER'S CREDIT: This Quotation/Offer to Sell contemplates a security interest in the Product, is subject to Cleveland Brothers' approval of Customer's credit on the actual delivery date, and Cleveland Brothers reserves the right to restrict the contract resulting from the acceptance hereof to a cash sale or to specify all credit terms and the security to be given for the extension of credit. Customer shall sign such security documents and financing statements as required by Cleveland Brothers. If Customer fails to make payments in accordance with the terms of the contract resulting from this Quotation/Offer to Sell, Cleveland Brothers may at its election defer any further shipments under such contract or terminate this Quotation/Offer to Sell and the contract resulting from the acceptance hereof and in any such case Customer waives all claims against Cleveland Brothers.

- 4) LATE PAYMENT AND/OR NONPAYMENT BY CUSTOMER: In the event that the invoice applicable to the Products and/or Work described herein is not paid by Customer by said invoice's due date, Customer shall pay a late/service charge of up to 3% of the total invoice amount for each month that said invoice remains unpaid. In the event of nonpayment by Customer, the cost incurred by CLEVELAND BROTHERS in collecting the indebtedness, including attorneys' fees and expenses, with interest at the maximum rate allowed by law from date of expenditure, shall be added to the principal amount of the indebtedness owed to CLEVELAND BROTHERS. The remedies provided by this paragraph are not exclusive and CLEVELAND BROTHERS may elect other remedies at law or in equity.

- 5) RISK OF LOSS AND TITLE: All risk of loss or damage to the Products shall pass to Customer upon delivery by Cleveland Brothers to a carrier for shipment. Title to the Products shall pass to Customer upon receipt by Cleveland Brothers of payment in full.

- 6) LAWS GOVERNING -- EXCLUSIVE VENUE -- STATUTE OF LIMITATIONS -- AND SEVERABILITY: This Quotation/Offer to Sell shall be governed by and construed under the laws of the Commonwealth of Pennsylvania notwithstanding delivery by Cleveland Brothers in a state other than Pennsylvania. Any suit by Cleveland Brothers may be brought in the United States District Court for the Western District of Pennsylvania at Pittsburgh or the Court of Common Pleas of Allegheny County, Pennsylvania. The Customer hereby knowingly and for due consideration agrees to the jurisdiction of the United States District Court for the Western District of Pennsylvania at Pittsburgh or the Court of Common Pleas of Allegheny County, Pennsylvania and waives all rights to contest the jurisdiction of these Courts. Any suit by Customer for breach of contract, for any alleged tortious conduct or any claim whatsoever brought in law or equity must be filed within one year from the date the cause of action accrued or be forever barred. Any such suit by Customer must be brought in the United States District Court for the Western District of Pennsylvania at Pittsburgh or the Court of Common Pleas of Allegheny County, Pennsylvania. If any provision of this Quotation/Offer to Sell shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Quotation/Offer to Sell shall be construed as if such invalid or unenforceable provision had never been contained herein.

- 7) SECURITY INTEREST: Without waiving any rights to elect to proceed under applicable lien laws, the Customer grants a security interest in the Products furnished hereunder until the agreed price has been fully paid in United States currency; and in the event of a default in payment, Cleveland Brothers shall have all rights of repossession and other rights available to a secured party under the applicable laws. Customer will pay all costs of filing any financing, continuation or termination statement with respect to the purchase money security interest created hereby, and Cleveland Brothers is hereby irrevocably appointed Customer's attorney in fact to do all acts and things which Cleveland Brothers may deem necessary to perfect and continue the perfection of its purchase money security interest in the Product.

- 8) PRODUCT LINK: In the event equipment is equipped with Product Link, Customer agrees to allow this data to be accessed by Caterpillar and/or its dealers. Customer understands data concerning equipment, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates (Caterpillar), and/or its dealers to enhance service and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: service meter hours, fault codes, emissions data, fuel usage, software and hardware version numbers, and installed attachments. Caterpillar Inc. recognizes and respects customer privacy. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure.

- 9) TRADES: Customer warrants and represents to Cleveland Brothers that it has good title to any equipment to be traded in and that at the time of transfer to Cleveland Brothers it shall have full authority and right to trade-in any such equipment. Customer further warrants and represents that any equipment to be traded in is free and clear of any liens, encumbrances, and security interests and/or that it has received authorization from any secured party to dispose of the equipment free of any security interest. Customer hereby agrees to defend, indemnify and hold Cleveland Brothers harmless from any damage, loss, cost, or expense, including reasonable attorneys' fees, caused by, arising from, or related to any claims of anyone with respect to either the title, liens, encumbrances or security interest on or in any equipment being traded in. These warranties and representations shall survive in perpetuity.

Customer:_____

By:_____ Date:_____

Title:_____

Manager's Signature:_____



Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Water Department Mini Excavator Sole Source

3 messages

Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Wed, Aug 27, 2025 at 8:08 AM

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

Cc: Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Marty Watts <marty.watts@cumberlandmd.gov>

Jeff,

The Water Department was budgeted for a new Mini Excavator this year, with \$110,000 allocated for both the mini excavator and a trailer. The mini excavator will cost **\$88,100**.

Cleveland Brothers Caterpillar is offering Sourcewell Cooperative pricing, which is in accordance with City Code **2-171(c)**.

Will you please approve this sole source purchase?

Thank you,
Brian

--

David Brian Broadwater Jr**Fleet Manager**

City of Cumberland, MD

W: (301) 759-6627 | C: (240) 920-2079

215 Bowen St. | Cumberland, MD 21502

**CITY OF
CUMBERLAND**

Quote_CITY OF CUMBERLANDu7hbkw4swhds_07072516533311.doc (1) (1).pdf
213K

Jeff Silka <jeff.silka@cumberlandmd.gov>

Wed, Aug 27, 2025 at 9:38 AM

To: Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Cc: Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Marty Watts <marty.watts@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]

Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Wed, Aug 27, 2025 at 9:40 AM

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

File Attachments for Item:

. Order 27,829 - accepting the proposal from Belt Paving, Inc. to provide, mill, patch and paving work on US 220 SB Patch & Fayette Street (City Project 2025-16-PVG) in the total amount not to exceed \$78,574

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

ORDER NO. 27,829

DATE: September 2, 2025

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

THAT, the proposal from Belt Paving, Inc., PO BOX 1002, Cumberland, MD 21502 to provide, mill, patch and paving work on US 220 SB Patch and Fayette Street (City Project 2025-16-PVG) at the total amount not-to-exceed Seventy Eight Thousand Five Hundred Seventy Four Dollars and No Cents (\$78,574.00) be and is hereby accepted; and

BE IT FURTHER ORDERED, that pricing was obtained through the Maryland State Highway Administration's (SHA) existing contract in accordance with City Code Section 2-171 (c).

Raymond M. Morriss, Mayor

Budget: 127.101.63000
002.299L.63000

Council Agenda Summary

Meeting Date: 9/2/2025

Key Staff Contact: Robert Smith, PE

Item Title:

US 220 SB Patch & Fayette Street Paving (2025-16-PVG)

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

THAT, the award to Belt Paving, Inc. to provide mill, patch and paving work on US 220 SB Patch & Fayette Street be and is hereby approved in the estimated unit price amount of \$78,574.00; and BE IT FURTHER ORDERED, that, pursuant to Section 2- 171(c) of the City Code, this shall be awarded in accordance with the terms of the Maryland State Highway Administration's (SHA) existing contract with Belt Paving.

This project involves paving approximately 2,960 SY on the listed areas

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

Amount of Award: \$78,574.00

Budget number: 127.101.63000 & 002.299L.63000

Grant, bond, etc. reference: City Funds

Note: The supporting documentation is less than the award amount due to missed information given to us by Belt Paving. This is our best estimate of what the additional work would cost.

08/27/2025

10:59

US 220 SB Patch & Fayette Mill-Overlay

BP25045

*** Jay Stanislawczyk

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
10	Mobilization	U	1.000	LS	2,400.00	2,400.00
12	Maintenance of Traffic	U	2.000	DAY	1,500.00	3,000.00
15	Flagging	U	100.000	HRS	105.00	10,500.00
17	Temporary Traffic Signs	U	64.000	SF	25.00	1,600.00
20	US 220 SB (8") Patching 19.0 mm	U	16.000	TN	201.00	3,216.00
30	US 220 (2") Mill & Overlay 12.5 mm	U	21.000	TN	230.00	4,830.00
40	Fayette St. Mill (2")	U	2,960.000	SY	3.65	10,804.00
50	Fayette St. Overlay (2") 12.5 mm	U	330.000	TN	112.80	37,224.00

Bid Total

=====>

\$73,574.00

Combined pricing for US 220 Patch/Overlay
and Mill/Overlay on Fayette St.
Utilized Unit Prices for Belt Pavings
contract with MSHA XQ8015177.

Thanks,
Jay Stanislawczyk
8/27/25

File Attachments for Item:

. Order 27,830 - approving the new City Volunteer Time Off Policy to support employees in giving back to the community, effective this date

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

ORDER NO. 27,830

DATE: September 2, 2025

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

THAT, the attached "City Volunteer Time Off Policy" be and is hereby adopted effective this date.

Raymond M. Morriss, Mayor

City Volunteer Time Off (VTO) Policy

The City of Cumberland supports employees in giving back to the community. To encourage volunteerism, the organization provides compensated time off for employees to participate in eligible volunteer projects that align with our values and commitment to social responsibility.

Eligibility

This policy shall be open to all regular full-time exempt employees of the City of Cumberland.

Allowance

Each eligible employee shall be eligible for sixteen (16) hours of Volunteer Time Off (VTO) per fiscal year.

Guidelines for Use

1. Volunteer activities must be with a **nonprofit, charitable, civic, or community-based organization**.
2. The employee's Director and/or the City Administrator has final authority to approve the organization or activity that VTO is requested.
3. Activities must not present a conflict of interest with the City of Cumberland.
4. Political activities are not eligible for VTO.
5. VTO must be requested at least ten (10) business days advance and approved by the employee's Department Director to ensure proper scheduling and coverage.
6. VTO may not be used in conjunction with compensated vacation or sick leave.
7. Employees must record their volunteer time as "Volunteer Time Off" in the payroll/attendance system.
8. VTO does not accrue and any VTO not used by the end of the fiscal year is forfeited.
9. Directors may decline the use of VTO to ensure adequate staff coverage or business continuity.
10. VTO can only be used to cover an actual work day. (Cannot use on Friday to compensate a weekend activity)
11. Employees must record their volunteer time as "Volunteer Time Off" in the Time and Attendance system.
12. The annual Day of Caring and Sharing is excluded from this policy. Employees may volunteer for this day as usual.

File Attachments for Item:

. Order 27,831 - accepting the recommendation from the Cumberland Planning and Zoning Commission, dated August 25, 2025, to approve a Site Plan Review (SPR #25-000003) for a proposed new 65-unit housing development at the former Allegany High School site

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

ORDER NO. 27,831

DATE: September 2, 2025

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

THAT, the recommendation from the Cumberland Planning and Zoning Commission, dated August 25, 2025, to approve a Site Plan Review (SPR #25-000003) for a proposed new 65-unit housing development at the former Allegany High School site be and is hereby accepted.

Raymond M. Morriss, Mayor



CITY OF CUMBERLAND MARYLAND

DEPARTMENT OF COMMUNITY DEVELOPMENT

57 N. LIBERTY STREET, CUMBERLAND, MD 21502 • PHONE 301-759-6442 • FAX 301-759-6432 • TDD 800-735-2258

www.cumberlandmd.gov

Permit Number: SPR25-000003

Approval Date: 08/26/2025

Major Site Plan Review Permit

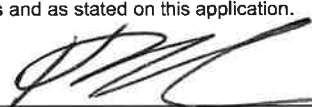
Permit issued as per plans and subject to all applicable codes and regulations.

Project Location: MD Prop. #: Owner:	Date applied: 08/01/2025
Applicant: Allegany County Commissioners Address: 701 Kelly Road City/State/Zip: Cumberland MD 21502 Phone: 3017775911 Email: countyadministrator@alleganygov.org	

Quantity	Description	Amount	Total Cost
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Description: All infrastructure work for the new 65 home site being built by D.R. Horton. The work includes all utilities and roads for the new subdivision.

Notes:

SUBJECT: However to revocation by the building official, if the building is not in compliance with the requirements of the City ordinances relating to building privileges and as stated on this application.  City C.D. Manager. or Representative's Signature	STATEMENT: I agree to comply with all regulations which applicable hereto and further agree that the proposed use shall be as described on this application and that this structure shall not be used for any other purpose. Applicant's Signature
--	---

Villages at Campobello (SPR25-000003)

Staff Review & Recommendations

August 25, 2025

Overview:

On August 8, 2025, applicant Allegany County Commissioners, acting on behalf of D.R. Horton, has submitted a major site plan for a proposed new 65-unit housing development at 616 Sedgwick St.—the site formerly known as “Allegany High School.” The proposed site is located within the R-U – Urban Residential Zone, and is a permitted use within that zone. A copy of the application form is attached to this staff report and a separate copy of the accompanying site plan has been included in the Planning Commission’s meeting packet for the August meeting.

Procedural Status:

Staff reviewed the proposed site plan for basic compliance with the applicable Zoning requirements on March 8, 2025. Staff determined that the site plan is ready for formal Planning Commission review at the August 25, 2025 meeting.

Staff Review:

Staff reviewed the proposed project for compliance with the applicable site plan and zoning district dimensional requirements. The project satisfies all applicable setback, building coverage, and building size requirements of the R-U Zone. Staff determined that the proposed use is permitted by-right within that zoning district.

Staff Recommendations:

Staff recommends that the Planning Commission apply the following conditions to any approval of the Site Plan:

1. Approval of this Site Plan by the City does not relieve the owner and applicant from the responsibility of compliance with all applicable local, state, and federal codes, ordinances, and regulations lawfully in effect at later stages of the approval and development process.
2. No application for a building or construction permit shall be submitted until the final stormwater management plans and associated documentation for the proposed development has been approved by the City of Cumberland. Stormwater management and maintenance easements for all required stormwater features shall be depicted on the final site plan that will be submitted with the building permit application and the easements shall be recorded by deed in the Allegany County land records prior to the filing of a building permit application for the site. If any material changes in the site plan must be made in order for the stormwater

management plan to be approved, then the applicant shall obtain approval of a revised site plan, prior to submission of a building or construction permit application.

3. No application for a building or construction permit shall be submitted until the soil erosion and sediment control plans for the proposed development has been approved by the Soil Conservation District. If any material changes in the site plan must be made in order for the soil erosion and sediment control plan to be approved, then the applicant shall obtain approval of a revised site plan, prior to submission of a building or construction permit application.
4. The applicant shall demonstrate compliance with all of the zoning requirements as part of his/her application for a building permit in accordance with the approved site plan:

Planning Commission Action:

☒

Approve the proposed Site Plan (SPR #76) with the findings and conditions contained in the staff report for the aforementioned project, dated March 2, 2015 and/or the following specific conditions, if any, deemed necessary by the Planning Commission:

SPR25-000003 is approved as submitted

- ☐ Deny the proposed Site Plan (SPR #76) based on the findings and conclusions determined by the Planning Commission as listed below:

Motion by:

Vic Rezendes

Seconded by:

Joe George

Vote:

In favor of motion: 4

Opposed: 0

Abstained: _____

Number of voting members present: 4

Signed:

John Jacobs
Chair, Cumberland Planning Commission

Date: 8/25/2025

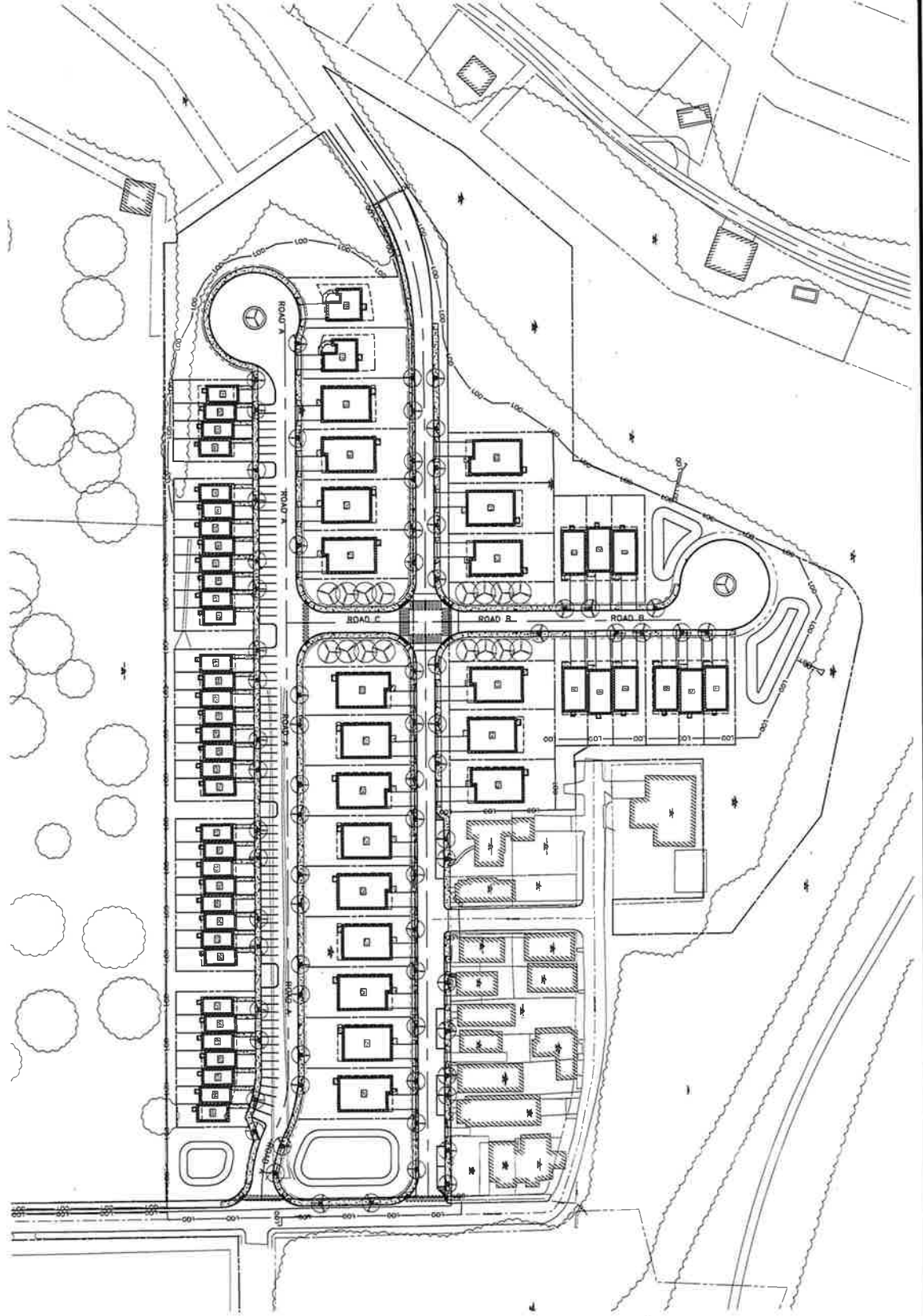
John Jacobs
Secretary, Cumberland Planning Commission

Date: 8/25/2025



CONCEPT SITE PLAN

CALL BEFORE YOU DIG
2. MARKED ARE INDICATED
CONSTRUCTION PERMIT AND 15' BUFFER
ONE CALL SYSTEMS
1-800-552-7777
MISS UTILITY
TICKET #2307041



Drawing No. C-1	VILLAGE CROSSING AT CAMPOBELLO 0360-24-301 NEW HOUSING DEVELOPMENT PROJECT CONCEPT SITE PLAN	 phone: 614.344.5035 fax: 614.344.4882 www.eadsgroup.com CINCINNATI PENNSYLVANIA / MARYLAND / WEST VIRGINIA	Revised AS NOTED	No.	Sheet	Revisions	Date	Scale
			Date FEBRUARY 2025 Drawn By SAS / CLK / AJG Checked By GLC Project No. 0360-24-301 Title 2401 - CONCEPT PLAN FOR DR HORTON					





Brentwood Townhomes



Jefferson Townhomes



Deerfield Plan



Neuville Plan

CITY OF CUMBERLAND PLANNING COMMISSION MEETING AGENDA

***August 25, 2025 – 4:30 PM
Mayor and Council Chambers - 2nd Floor – City Hall***

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Chairman/Commission Member Comments**
4. **Citizens' Comments**
5. **Reading and approval of minutes of previous meetings**

Consent Items:

None

Public Hearings/Meetings:

- **The Villages at Campobello- site plan review**

Discussion Items:

- **None**

Briefings:

- **None**

6. City Planner's Report:

Kevin Thacker

- **None**

7. Adjourn

NOTE: If the scheduled Planning Commission meeting is cancelled due to inclement weather, acts of nature, or the lack of a quorum, any items on the agenda that cannot be conducted will be rescheduled for Planning Commission's next regular meeting.

Legal Notice

Allegany County Commissioners, submitting on behalf of D.R. Horton, has made application to the Mayor and City Council for a Site Plan Review (SPR25-000003) to discuss the development of the old Allegany High School site to become a 65-unit housing project known as "The Villages of Campobello".

The Municipal Planning and Zoning Commission of the City of Cumberland will meet and hold a public hearing on this Site Plan Review on Monday, August 25, 2025 at 4:30 PM in the Mayor and City Council Chambers at City Hall, 57 North Liberty Street, 2nd Floor, Cumberland, Maryland. The Planning Commission will hear public comment, discuss, and make a formal recommendation to the Mayor and City Council regarding this Site Plan Review. Interested persons should plan to attend this hearing.

A copy of the proposed Site Plan Review and the associated staff report are on file and available for public view at the City of Cumberland Department of Community Development during normal business hours (Monday-Friday, 8:00 AM – 4:00 PM). The Department is located 57 North Liberty Street, Cumberland, Maryland. Additional questions or comments should be directed to Kevin Thacker, City Planner, at kevin.thacker@cumberlandmd.gov or 301-759-6659.

Advertise Times-News: August 11, 2025

August 18, 2025

Legal Notice

Allegany County Commissioners, submitting on behalf of D.R. Horton, has made application to the Mayor and City Council for a Site Plan Review (SPR25-000003) to discuss the development of the old Allegany High School site to become a 65-unit housing project known as "The Villages of Campobello".

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Adv.: Cumberland Times-News August 11, 18, 2025

Legal Notice

Allegany County Commissioners, submitting on behalf of D.R. Horton, has made application to the Mayor and City Council for a Site Plan Review (SPR25-000003) to discuss the development of the old Allegany High School site to become a 65-unit housing project known as "The Villages of Campobello".

The Municipal Planning and Zoning Commission of the City of Cumberland will meet and hold a public hearing on this Site Plan Review on Monday, August 25, 2025 at 4:30 PM in the Mayor and City Council Chambers at City Hall, 57 North Liberty Street, 2nd Floor, Cumberland, Maryland. The Planning Commission will hear public comment, discuss, and make a formal recommendation to the Mayor and City Council regarding this Site Plan Review. Interested persons should plan to attend this hearing.

A copy of the proposed Site Plan Review and the associated staff report are on file and available for public view at the City of Cumberland Department of Community Development during normal business hours (Monday-Friday, 8:00 AM - 4:00 PM). The Department is located 57 North Liberty Street, Cumberland, Maryland. Additional questions or comments should be directed to Kevin Thacker, City Planner, at kevin.thacker@cumberlandmd.gov or 301-759-6659.

Adv.: Cumberland Times-News August 11, 18, 2025

File Attachments for Item:

. Order 27,832 - granting the Heritage Days Committee permission to place a banner on the side of the George Street Parking Garage and Frederick Street Parking Garage for a period not to exceed thirty (30) days from the date of installation

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

ORDER NO. 27,832

DATE: September 2, 2025

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

THAT, the Heritage Days Committee be and is hereby granted permission to place a banner on the side of the George Street Parking Garage and Frederick Street Parking Garage for a period not to exceed thirty (30) days from the date of installation.

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,833 - approving the proposed settlements with Purdue Pharma/the Sackler family and with the eight Defendants group, provided the Maryland Attorney General agrees that the Maryland Plaintiffs will receive 70% of the proceeds of those settlements and the State will receive 30%; and authorizing the City's local counsel in the opioid litigation, D. Bruce Poole, the Mayor, and the City Administrator to execute such documents as are necessary to participate in those proposed settlements and any changes to their terms that are expected to be approved by the majority of Maryland and other states' plaintiffs

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

ORDER NO. 27,833

DATE: September 2, 2025

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

THAT, the proposed settlements with Purdue Pharma/the Sackler family and with the eight (8)-Defendants group (i.e., Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun Pharma, and Zydus) be and hereby approved, provided the Maryland Attorney General agrees that the Maryland Plaintiffs will receive 70% of the proceeds of those settlements and the State will receive 30%; and

BE IT FURTHER ORDERED THAT, the City's local counsel in the opioid litigation, D. Bruce Poole, the Mayor, and the City Administrator, be and are authorized to execute such documents as are necessary to participate in those proposed settlements and any changes to their terms that are expected to be approved by the majority of Maryland and other states' plaintiffs.

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,834 - accepting the sole source proposal from CDW Government for renewal of the support/maintenance/subscription for Broadcom VMWare in the amount not to exceed \$31,473.60

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

ORDER NO. 27,834

DATE: September 2, 2025

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

THAT, the sole source proposal from CDW Government, 75 Remittance Drive, Suite 1515, Chicago IL 60675-1515 for renewal of the support/maintenance/subscription for Broadcom VMWare in the amount not to exceed Thirty One Thousand Four Hundred Seventy Three Dollars and Sixty Cents (\$31,473.60) be and is hereby accepted.

Raymond M. Morriss, Mayor

Budget: 001.033.48200

Council Agenda Summary

Meeting Date:

Key Staff Contact: Johnna Byers, Director IT

Item Title:

Broadcom VMWare renewal from CDWG

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

IT requests an order to renew support/maintenance/subscription for VMWare based on the new Broadcom subscription license pricing of \$31,473.60. This is a sole source purchase from CDWG. Meagan Coke from Broadcom indicates that the only pricing available is annual and this is the lowest price available. This purchase is critical because the bulk of our servers are using the VMWare platform at this time.

Budgeted in 001.033 48200

Fwd: VMWare renewal - sole source

1 message

Johnna Byers <johnna.byers@cumberlandmd.gov>
To: Allison Layton <allison.layton@cumberlandmd.gov>

Thu, Aug 28, 2025 at 7:57 AM

Johnna

Begin forwarded message:

From: Jeff Silka <jeff.silka@cumberlandmd.gov>
Date: August 27, 2025 at 7:41:58 PM EDT
To: Johnna Byers <johnna.byers@cumberlandmd.gov>
Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Chip Watkins <chip.watkins@cumberlandmd.gov>
Subject: Re: VMWare renewal - sole source

Yes approved
Sent from my iPhone

On Aug 27, 2025, at 3:51 PM, Johnna Byers <johnna.byers@cumberlandmd.gov> wrote:

Jeff,

Long story short, we use VMWare for most of our virtual servers. Broadcom acquired VMWare, and has wreaked havoc with the pricing for support, as well as changing to a subscription based pricing system. Our support more than tripled in cost from what it was two years ago.

We are planning to begin transitioning to another platform, but for now, Broadcom has us in an impossible situation. We must renew our VMWare support in order to keep using the product at a cost of \$31,473.60. We tried to get a price decrease, or renew for a shorter time period, or to see if other vendors could offer a lower price. Unfortunately Broadcom has a monopoly, and this is the only deal available.

We are writing up a sole source request for council, but Broadcom is giving us until August 29 to renew without penalty.

Is it OK to proceed with the renewal, and I will provide Allison an MCC order request by tomorrow morning to have it added to the next council agenda?

If you need further details please feel free to contact me.

Thanks,

Johnna



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

JOHNNA BYERS,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

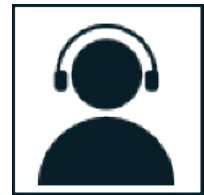
Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PMZL146	7/22/2025	PMZL146	1275425	\$31,473.60

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
VMware vSphere Foundation - subscription license (1 year) - 1 license	160	8149975	\$196.71	\$31,473.60
Mfg. Part#: VCF-VSP-FND-1Y				
Electronic distribution - NO MEDIA				
Contract: Keystone Purchasing Network 022-G/KPN-A-202112-04 (022-G)				

SUBTOTAL		\$31,473.60
SHIPPING		\$0.00
SALES TAX		\$0.00
GRAND TOTAL		\$31,473.60

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF CUMBERLAND ACCTS PAYABLE 57 N LIBERTY ST CUMBERLAND, MD 21502-2331 Phone: (301) 722-2000 Payment Terms: Request Terms	Shipping Address: CITY OF CUMBERLAND JOHNNA BYERS 57 N LIBERTY ST CUMBERLAND, MD 21502-2331 Phone: (301) 722-2000 Shipping Method: ELECTRONIC DISTRIBUTION
Please remit payments to:	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



Sales Contact Info

Tyler Cowden | (866) 245-1795 | tyler.cowden@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$31,473.60	\$909.59/Month	\$31,473.60	\$1,038.31/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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Support



Call 800.800.4239

VMware Terms and Conditions

Your use of the VMware by Broadcom offerings identified within this order are subject to (a) the standard end user agreement at <https://www.vmware.com/agreements.html>, (b) the Specific Program Documentation (the 'SPD'), and/or SaaS Listing applicable to the VMware by Broadcom offerings and Maintenance located at <https://www.broadcom.com/licensing> and (c) the additional terms within this order (collectively, the 'End User Terms'). Any terms that may appear on your purchase order that vary from or purport to add to the End User Terms (including, without limitation, pre-printed terms) are deemed not appended, inapplicable and void.

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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