



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 Meeting
57 N. Liberty St., Cumberland, MD 21502

DATE: June 24, 2026

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Director's Reports

(A) Administrative Services

- [1.](#) Administrative Services Monthly Report for May 2026

(B) Public Works

- [1.](#) Maintenance Division Monthly Report for May 2026

(C) Fire

- [1.](#) Fire Department Monthly Report for May 2026

(D) Police

- [1.](#) Police Department Monthly Report for May 2026

(E) Utilities - Flood, Water, Sewer

- [1.](#) Utilities Division Water/Sewer Monthly Reports for May 2026

Approval of Minutes

- [1.](#) Approving the Closed Session Minutes of May 28, 2026, Closed Session Minutes, Open Work Session Minutes, and Regular Session Minutes of June 2, 2026 and the Closed Session Minutes and Open Work Session Minutes of June 9, 2026

Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

New Business

(A) Orders (Consent Agenda)

- [1.](#) Order 28,048 - amending Order No. 27,799, originally approved on August 6, 2025 for the purchase of Bituminous Concrete Materials for Street Department Paving Projects from Belt Paving, Inc., and/or IA Construction, due to the higher than expected vendor costs to produce materials and the completion of additional in-house paving projects increasing the amount by \$200,000 to the new not to exceed amount of \$600,000
- [2.](#) Order 28,049 - declaring vehicles and equipment to be surplus property and authorized for sale, trade in, recycle or scrap
- [3.](#) Order 28,050 - authorizing the Chief of Police to accept the FY27 Sex Offender Compliance grant in the amount of \$18,804 for Cumberland Police Department and Allegany County Sheriff's Office overtime to perform compliance checks by conducting home visits of registered sex offenders to confirm residency
- [4.](#) Order 28,051 - authorizing the Chief of Police to accept the FY27 Entertainment Security Grant in the amount of \$23,630 to provide funding for officers to attend community events and conduct foot and bike patrols
- [5.](#) Order 28,052 - authorizing the Chief of Police to make a sole source purchase Urban SDK for the implementation of a Speed and Traffic Calming Solution for a three year term beginning June 30, 2026 in the not to exceed amount of \$9,680.80 per year for a total not to exceed \$29,042.40
- [6.](#) Order 28,053 - authorizing the Mayor to execute a Main Street Maryland Program Agreement by and between the Mayor and City Council of Cumberland and Maryland Department of Community Development (DHCD), outlining terms for the implementation of the Main Street Approach™ in the city of Cumberland, Maryland for the term beginning July 1, 2026 and ending June 30, 2027
- [7.](#) Order 28,054 - authorizing the Director of Engineering and Utilities to execute future Biosolids Receiving Agreements with different customers to purchase Class A Biosolids from the City in the amount of \$0.00, with the non-negotiable terms of the agreement stating that customers shall comply with terms of the agreement and all applicable federal, state and local laws in their use of the product purchased from the City
- [8.](#) Order 28,055 - authorizing the contract of sale by and between the Mayor and City Council of Cumberland and Timothy A. Lapp authorizing the purchase of the property known as 6 Marion Street for the price not to exceed \$8,000
- [9.](#) Order 28,056 - authorizing the execution of a Memorandum of Understanding with the MD Department of Housing and Community Development (DHCD), to be used for a Real Estate Development Plan to help downtown Cumberland's Revitalization Strategy for the term of July 1, 2026 through June 30, 2027
- [10.](#) Order 28,057 - authorizing the City Administrator to execute a Capital Projects Grant Agreement with the State of Maryland acting through the Board of Public Works to provide the City a grant in the amount of \$100,000 for the Mechanic and Harrison Street

Intersection Widening project, and authorizing the City Comptroller to accept the grant funding

- [11.](#) Order 28,058 - authorizing a change to the sole source proposal from Amazon Web Services, Inc. to provide server hosting and support services for FY27 with an increase of \$5,000, bringing the new not to exceed amount to \$48,300
- [12.](#) Order 28,059 - approving Outdoor Dining Leases with The Arcadian and JZ's Pub LLC for the use of the public right of way immediately in front of and adjacent to each property for outside case dining for the term July 1, 2026 through October 31, 2026
- [13.](#) Order 28,060 - authorizing Change Order No. 3 with First Fruits Excavating, for the removal and replacement of gabion rock to install separation fabric per MDE requests, and to satisfy permit closeout at the Cumberland Skate Park (City Project 06-13-RE) in the amount not to exceed \$3,060.29, bringing the total project cost not to exceed \$808,912.63
- [14.](#) Order 28,061 - accepting the bid from Carl Belt, Inc., for the Messick Road Sewer Extension (City Project 2025-06-SANS) extending sewer services to a new bank facility and an industrial park along Messick Road in the not to exceed amount of \$199,540, contingent upon ARC funding, and rejecting all other bids
- [15.](#) Order 28,062 - declaring real property known as 960-962 Glenwood St., 27 N. Lee St., 102-04-06 Altamont Ter. and Cumberland Thruway Lots as surplus property to be offered for sale
- [16.](#) Order 28,063 - approving the change order with Service Pro to add nine properties recently acquired by the City at various locations within City limits to the Residential Grass Mowing Contract (City Project 2022-14-M) to allow mowing through the end of the contract, increasing the amount originally approved by Order No. 27,773 by an amount not to exceed \$15,310.78, bringing the new total amount not to exceed \$62,492.53
- [17.](#) Order 28,064 - authorizing the commitment of \$200,000 to Allegany County for Phase II of the Willowbrook Outdoor Wellness (WOW) Complex adjacent to Allegany College of Maryland
- [18.](#) Order 28,065 - authorizing the sole source purchase from Sandoval Custom Creations Inc. for three Concealment H47/RV55 camera systems at a cost not to exceed \$21,000
- [19.](#) Order 28,066 - accepting the proposal from CBIZ Insurance Services, Inc. to provide a Public Officials Liability policy effective July 1, 2026, to July 1, 2027, through Ace American Insurance in the amount not to exceed \$31,334

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Administrative Services Monthly Report for May 2026



Administrative Services Monthly Report for May, 2026

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Dear Mayor and City Council Members:

The following report is submitted by the Department of Administrative Services for the month of May, 2026.

Information Technology Department

May 2026

Johnna Byers, Director

Statistics

184 new help desk requests
87 help desk requests resolved

Activities

Major department initiatives in the past month include:

- Assist with police mobile data terminal issues
- Assist with county computer aided dispatch issues at CPD
- Continue updating PCs to Windows 11 from Windows 10
- Continue evaluating alternatives to VMWare for virtual servers
- Work with vendor on Property Tax problems

Cumberland Main Street Report

May 2026

Melinda Kelleher, Main Street Manager

Meetings/Presentations

- Review draft of Downtown Real Estate Study with consultant
- Meeting with designer of new website
- Meeting with owner of The Wills Hotel
- Internal meeting regarding the CDBG grant
- New Cumberland Main Street Board Retreat
- MD 250 Cumberland Parade meeting
- Taylor Layton, PR and Social Media Coordinator – Social media & ENews planning
- Check in meeting with contract worker on BOOM Tracker program for building inventory
- Downtown Tour with freelance journalist
- Community Trust Foundation meeting with Executive Director

Main Street Meetings

- Main Street MD Power Hour – BOOMS Tracker (Building Opportunities on Main Street)
- Main Street Maryland Mentor Program Call

Projects/Events

- Deliver Imagine Your Business Here posters to vacant spaces downtown
- DelFest Celebration Event downtown
- Wills Hotel Soft Opening and Grand Opening/Ribbon Cutting
- Cumberland Main Street Board of Directors – finalize committee assignments; finalize board retreat agenda and packets
- Write ENews articles
- Place radio ads to promote 250th Parade
- Finalize vendor map for 250th Celebration on June 27th

Social Media and Outreach

May 2026

Taylor Layton, Coordinator

- Content and platform statistics were slightly down for Facebook in the month of May but had increased for Instagram. In the last two weeks, statistics for Facebook have increased significantly.
- The 250th Parade procured 55 participants with outreach on our social media platforms. We will have a small campaign to promote the parade and after party on social media platforms.

Social Media Analytics for Facebook May 1-May 31, 2026

Facebook		% Change
Views	167,136	14.6%
Viewers	28,647	42.8%
Content Interactions	1,841	28.5%
Link Clicks	281	2.4%
Visits	4,583	10.9%
New Followers	88	44.3%
Followers	7,642	

Social Media Analytics for Instagram May 1-May 31, 2026

Instagram		% Change
Views	7,355	168.10%
Reach	744	55.3%
Content Interactions	169	57.9%
Link Clicks	0	100%
Visits	61	45.2%
New Followers	14	N/A
Followers	1,163	

Social Media Analytics for Facebook June 1-June 15, 2026

Facebook		% Change
Views	127,776	86.5%
Viewers	28,279	60.9%
Content Interactions	833	0.1%
Link Clicks	641	604.4%
Visits	2,409	18.3%
New Followers	73	65.9%
Followers	7,707	

Social Media Analytics for Instagram June 1-June 15, 2026

Instagram		% Change
Views	1,282	64.6%
Reach	380	21.6%
Content Interactions	28	63.6%
Link Clicks	0	0%
Visits	29	25.6%
New Followers	9	12.5%
Followers	1,170	

Parks and Recreation

May 2026

Ryan Mackey, Director

Reservations for the six covered Pavilions at Constitution Park continue to be taken for the 2025 season. Rental Fees are \$ 100.00 for the Large Pavilion and \$ 75.00 for the Small Pavilion.

Usage of the Pavilions – Month of May– 28 pavilions rented and used

Day of Caring and Sharing was held on Friday May 15, 2024 – Parks & Recreation Department was able to participate by providing facilities for the program. The garden areas within the park, cleaning the Day camp buildings, and Park clean up were all completed as part of the Day of Caring and Sharing. Volunteers from Rocky Gap casino, Western MD. Correctional Center and the Cumberland Garden club worked at the facilities.

88th Season - Constitution Park Pool – The pool did not open as planned on Memorial Day weekend due to the weather. We had issues with the baby pool features not working properly as well as the waterslide feature needing sanded and recoated. These issues were resolved with public works and both features are operational.

The Park Pool is open daily 12p.m. to 7:00 p.m. in June & July, 12p.m to 6 p.m. in August

Sunday in the Park- A regular Sunday Evening Concert series began on Sunday May 24, with the Traditional Season opener of “The Potomac Concert Band” The event was well attended.

Seasonal Services Park pool passes, registration and fees for the summer day camp

Baseball/ Softball League play and practices for May utilizing city fields and facilities:

Pee Wee League/ T Ball began at Long, Al Abrams and Bowers Fields

Girls Softball League at Jaycee and Northcraft, Cavanaugh field

Dapper Dan Little League Baseball at Long Field & Al Abrams

Industrial League at Mason

School Tennis Team at the Park Tennis Courts

Pee Wee Football Spring Conditioning practice

Constitution Park – Park watchman began work on weekends May 1 and continued in the month

of May including the Memorial Day Holiday. Park Restrooms are open and closed, and Pavilion reservations are monitored along with other activities at the park.

Day Camp Registration Applications were distributed to City and other area schools

Community Development Report
May 2026

Kevin Thacker, Code Compliance Manager

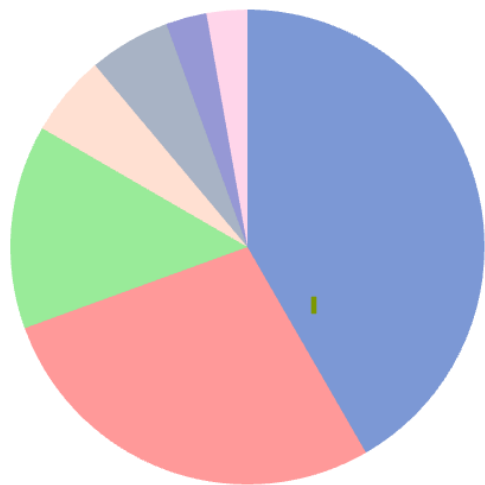
Noted Activity:

- \$62,135.12 utility permit issued for Allegany County at intersection of Aerie RD NE and Rannells RD NE (outside City limits)
- Request for Application of Age-In-Place Grant (\$50,000) offering up to \$10,000 per applicant

Code Enforcement Activity:

111 new cases received – 38 of those are still open
36 violations were found
73 cases have been resolved
407 active cases overall

Open Date From: 05/01/2026
Open Date To: 05/31/2026



Violations by Violation Type			
	Cutting of weeds	15	41.7%
	Dwellings, yards and lots to be kept clean	10	27.8%
	Licensing of rental dwelling units	5	13.9%
	Permits and certificates	2	5.6%
	Keeping of livestock prohibited; exceptions	2	5.6%
	Sanitary maintenance	1	2.8%
	Cleanliness of premises	1	2.8%

Permits/Reviews & Rental Licenses:

60 Total Permits/Reviews were issued
31 Rental Inspections were completed

Building	Miscellaneous	Occupancy	Signage
Residential..... 2	Residential..... 15	Residential1	Commercial.....6
Commercial 2	Commercial 1	Commercial.....5	
Electrical	Plumbing	Utility	Demolition
Residential..... 9	Residential..... 5	Residential1	Residential0
Commercial 3	Commercial 1	Commercial.....0	Commercial.....0

Public ROW	Rental Licenses	Rental Inspections
Issued..... 12	Issued..... 13	Passed45
		Failed5
Plans, Reviews, Amendments and Appeals (ZA, RPR, SR, ZMA, ZTA, SRA)	Certificates of Appropriateness	
(Type) Issued {1 ZA}0	Issued..... 5	
	Request for Change/Amendment	
	Issued..... 0	

Revenue from 'Issued' Permits/Reviews:

Building Permits	\$914.00
Miscellaneous Permits.....	270.00
Occupancy Permits	210.00
Sign Permits	97.00
Utility Permits	62,135.12
Plan reviews, Amendments & appeals	0.00
Zoning Classification Détermination (info request).....	0.00
Municipal Infractions (abatements, admin.).....	4,095.00
Certificates of Appropriateness (COA-ROA)	30.00
Rental Licenses (new & renewal).....	300.00
Paid Rental Inspection Requests	0.00
TOTAL	\$67,954.12

Demolition Bonds Collected \$0.00

Also collected:

P&R Reservations	2800.00
P&R Day Camp.....	0.00
P&R Swimming Pool	0.00
Main Street	100.00

COMMUNITY DEVELOPMENT PROGRAMS:

Lee Borrer, Senior Community Development Specialist

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Lee Borrer, Senior Community Development Specialist

CDBG-The 2024 Consolidated Annual Performance Evaluation Report (CAPER) was completed, out for comments, and submitted to the U.S. Department of Housing and Urban Development. Nearly a year after its original due date because of HUD processing delays of a June 2025 Amendment.

The 2026 Annual Action Plan (AAP) was submitted to the U.S. Department of Housing and Urban Development on schedule.

CDBG Manager provided public meetings, attended Homeless and Community Resource Day meetings, facilitated the CDBG Project Review Committee meeting, and began creating

2026 AAP project files. Staff also conducted the Environmental Review Record for the Oldtown Road sidewalk project and awaits final responses from State agencies.

The CDBG program passed the HUD Timeliness Test by conducting two draws in April to show a true representation of expenditures by the May 1, 2026 testing deadline.

Community Development Block Grant Program	May 2026 Report	Original Budget	Lifetime Funds Exp	Remaining Balance
2022 Const Pk (amended)	2022	\$167.04	\$167.04	
2022 Grant Totals	2022	\$167.04	\$167.04	\$0.00
2023 Const Pk (amended)	2023	\$42,231.28	\$42,231.28	\$0.00
FAI Water Tank Imps	2023	\$60,000.00	\$0.00	\$60,000.00
FAI Gen Installation LEC	2023	\$18,000.00	\$0.00	\$18,000.00
2023 Grant Totals		\$120,231.28		\$78,000.00
Baltimore St Redesign Ph 5 Areas	2024	\$330,000.00	\$181,253.40	\$148,746.60
Alleg Youth Enrichment Youth Center Rehab	2024	\$24,000.00	\$0.00	\$24,000.00
Targeted Foot and Bike Patrol	2024	\$4,960.00	\$4,951.96	\$8.04
Parks and Recreation Improvements	2024			
Const Pk Trails Signage Wayfinding	2024	\$41,082.32	\$0.00	\$41,082.32
Const Pk ADA Parking Lot Grove 4	2024	\$200,851.00	\$92,097.04	\$108,753.96
2024 Grant Totals		\$600,893.32	\$278,302.40	\$322,590.92
City Infrastructure: Oldtown Rd sidewalks	2025	\$278,221.00	\$0.00	\$278,221.00
Allegany Museum Non Res Hist Preservation	2025	\$249,040.00	\$0.00	\$249,040.00
Admin	2025	\$111,374.00	\$50,977.89	\$60,396.11
IC	2025	\$15,182.00	\$2,202.25	\$12,979.75
FH	2025	\$13,444.00	\$6,539.93	\$6,904.07
ACDSS Rental Assist	2025	\$14,000.00	\$7,323.53	\$6,676.47
ACDSS Utility Assist	2025	\$14,000.00	\$13,924.24	\$75.76
SOAR Program	2025	\$20,000.00	\$16,716.56	\$3,283.44
FCRC Shelter Operating Cost	2025	\$18,000.00	\$0.00	\$18,000.00
FCRC Domestic Violence Services	2025	\$18,000.00	\$0.00	\$18,000.00
Targeted Foot and Bike Patrol	2025	\$4,960.00	\$0.00	\$4,960.00
YMCA Food	2025	\$8,000.00	\$3,539.83	\$4,460.17
CEDC Cumberland Rideshare Program	2025	\$12,000.00	\$0.00	\$12,000.00
HRDC Closing Cost Grant	2025	\$10,000.00	\$0.00	\$10,000.00
2025 Grant Totals		\$786,221.00	\$101,224.23	\$684,996.77
			Total All Yrs	\$1,085,587.69
May 2026 CDBG Report				

Human Resources

April Howser, HR Officer/Justin Lam, HR Associate, Joshua Ward, HR Associate
May 2026

- Time & Attendance System
 - * Helped answer questions and fix minor issues
- Employee Benefit Investigations
- Internal Employee Investigations
- Administered FMLA Program for City
- Administered Workers Comp Program for City
- Administered City's Drug testing
- Bi-Weekly Payroll
- YMCA Enrollments
- Employee Inquiries & Updates
- Posted and Administered Job Postings on Indeed & Other Job Boards
- Employee Disciplinary Meetings
- Longevity Pay Reports
- Payroll & Position Promotions
- New Hire Interviews (Police & Water Filtration)
- New Employee Onboarding
- Continued Summer Seasonal Employee Hiring/Onboarding
- Continued support of prescription drug carrier – answered and relayed questions between employees & Liviniti
- Open-Enrollment Implementation Meetings & Planning
 - Life/Dental/Vision/Health
- Held City-wide Open Enrollment Period (May 11-22)
- Hosted & Administered Open-Enrollment Benefit Sessions/Classes
- Benefit Admin Meetings
- Bi-Annual Workers Comp Claims Review Meeting Held with PMA
- Community Revitalization Meeting with Potential Hire
- Insurance Invoicing
- Employee Grievance Process
- Gathered information and documents related to employment issues and uploaded documents to proper authorities

	31-May
Open positions	6
New Hires	3
Retirements	3
Resignations	0
Terminations	0
FMLA	2
Workers Comp	5
Elected Officials	5
FT Employees	255
PT Employees	14
Contractual Employees	5

Comptroller's Office
 Financial Activity Report
 May 2026
 Mark Gandolfi, City Comptroller

Cash Flow:

Attached for your review is a Cash Flow Summary for the month of May 2026.

On May 1, 2026, the City had a cash balance of \$23.0 million (\$21.7 million invested in a value money market program and \$0.3 million participating in a sweep program at First United Bank). Disbursements exceeded revenues by \$4.5 million resulting in a cash balance of \$19.0 million at May 31, 2026 (\$17.2 million invested in a value money market program and \$1.8 million participating in a sweep program at First United Bank).

As of May 31, 2026, the significant tax receivable balances are reflected in the table below.

Taxes receivable (General Fund)						\$ 2,087,505
	Beg Balance	New Billings	Adjustments/ Abatements	Collections	Bad Debt	Ending Balance
FY 2026	\$ 1,403,317	\$ 38,815	\$ (73,527)	48,400	\$ -	\$ 1,320,205
FY 2025	514,312	3,195	(46,386)	7,082	-	464,039
FY 2024	148,892	148	(59,425)	(5,127)	-	94,742
FY 2023	53,366	245	-	354	-	53,257
FY 2022	43,432	-	-	-	-	43,432
FY 2021	27,428	-	-	-	-	27,428
FY 2020	38,269	-	-	-	-	38,269
FY 2019	7,636	-	-	-	-	7,636
FY 2018	8,367	-	-	-	-	8,367
FY 2017	6,759	-	-	-	-	6,759
FY 2016	6,087	-	-	-	-	6,087
FY 2015	5,397	-	-	-	-	5,397
FY 2014	4,328	-	-	-	-	4,328
Prior FY's	7,559	-	-	-	-	7,559
	<u>\$ 2,275,149</u>	<u>\$ 42,403</u>	<u>\$ (179,338)</u>	<u>\$ 50,709</u>	<u>\$ -</u>	<u>\$ 2,087,505</u>

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

Real property (non-owner occupied)	\$ 658,198
Personal Property	152,461
Real Property (semiannual payments)	493,887
Real Property (Half Year)	15,659
	<u>\$1,320,205</u>

The City's liquidity position continues to be strong as illustrated in the following cash and investments table. Restricted cash is comprised primarily of CSX funding restricted for capital projects.

Cash and Investment Summary		
May 31, 2026		
	Cash	Investments
Beginning Balance	\$ 22,949,315	\$ 12,234,395
Add:		
Cash Receipts	10,920,919	-
Investment Transfer	-	-
Less:		
Disbursements	15,329,480	-
Investment Transfer	-	-
Ending Balance	\$ 18,540,754	\$ 12,234,395
Restricted	\$ 7,052,762	\$ -

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

Restricted Cash				
	5/1/2026	Increase	Utilization	5/31/2026
Police Seizures	\$ 71,947	\$ -	\$ -	\$ 71,947
Fire Department Donation	2,200	-	-	2,200
Bowers Trust	86,115	261	27,306	59,070
Mason Sports Complex Donation	2,080	-	-	2,080
Infill Development Allegany County	150,000	-	-	150,000
National Opioid Settlement	151,725	-	-	151,725
DDC	14	-	-	14
GOB 2026	6,282,691	19,037	1,192,709	5,109,019
Capital Projects	1,442,011	17,086	12,717	1,446,380
Let's Beautify Cumberland	7,971	100	-	8,071
Human Relations Commission	64	-	-	64
Demolition & Fiscal Agent Bonds	52,191	-	-	52,191
	\$ 8,249,009	\$ 36,484	\$ 1,232,732	\$ 7,052,761

Increases to Capital Projects, Bowers Trust and GOB 2026 are interest earnings.

Increases to Let's Beautify Cumberland are additional donations.

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

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

National Opioid Settlement is available for opioid intervention in Cumberland.

Capital Projects and Associated Debt:

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

Available Bond Proceeds				
	5/1/2026	Increase	Utilization	5/31/2026
CDA 2023	567,840	-	72,593	495,247
CDA 2024	416,069	-	186,747	229,322
CDA 2025	1,615,164	-	200,790	1,414,374
GOB 2026	6,282,691	19,037	1,192,708	5,109,019
	\$ 8,881,764	\$ 19,037	\$ 1,652,839	\$ 7,247,962

CSO Projects				
	5/1/2026	Increase	Utilization	5/31/2026
Evitts Creek Phase 3 Debt	\$ 2,618,130	\$ -	\$ -	\$ 2,618,130
Evitts Creek Phase 3 Grant	5,418,560	-	-	5,418,560
Evitts Creek Phase 4 Debt	2,447,352	-	-	2,447,352
Evitts Creek Phase 4 Grant	500,000	-	-	500,000
78" Pipeline Debt	23,193,833	-	-	23,193,833
78" Pipeline Grant	46,338,060	-	-	46,338,060
	\$ 80,515,935	\$ -	\$ -	\$ 80,515,935

CDA 2023 \$72K utilization includes \$4K toward the water filtration building design and \$68K toward a Street Department 5-ton dump truck. CDA 2024 \$187K utilization includes \$183K toward sewer lining and \$4K toward flood gates. CDA 2025 \$201K utilization includes \$144K toward sewer lining, \$6K toward the Shades Lane waterline, \$28K for concrete repair, \$7K toward a Water Distribution 5-ton dump truck, \$6k toward police vehicles and \$10K toward the Wastewater Treatment Plant (WWTP) Clearwell and sludge odor covers. GOB 2026 \$1.2 million utilization consists of \$1 million toward the WWTP solar power array and switchgear, \$61K toward a Water Distribution 5-ton dump truck, \$29K for DAF recycle pumps, \$53K toward police vehicles, \$14K toward parks surveillance system and \$4K toward WFP security upgrades, and an increase of \$19K is interest earnings.

Remaining CDA 2023 funds are primarily a water filtration building design (\$86K), Shades Lane waterline replacement (\$185K), Cross Connections (\$131K) and main pump replacements (\$75K). Remaining CDA 2024 funds are primarily a WWTP master control replacement (\$114K), flood gates (\$31K) and main pump replacements (\$79K). Remaining CDA 2025 funds are primarily allocated to sewer lining (\$40K), watermain replacements (\$59K), hydrants and cross connections (\$301K), paving and concrete repair (\$389K),

intersection light improvements (\$200K), MSC garage floor resurfacing (\$75K) and SCADA improvements (\$100K). Remaining GOB 2026 funds consist primarily of the WWTP solar power array and switchgear (2.1M), SCADA (\$218K), Mill Race junction box improvements (\$300K), Ridgedale pump station generator (\$200K), and watermain replacements (\$1.1M).

The following three projects are major upgrades to the combined sewer collection system. Evitts Creek Phase 3 is in the engineering phase with necessary funding in place. Phase 3 project cost is estimated at \$8.0 million and is funded with \$5.4 million in grants and \$2.6 million in loan with \$1.1 million being forgivable. Phase 3 is on hold pending CSX granting site access. Evitts Creek Phase 4 is in the construction phase with all funding in place. Phase 4 project cost is estimated at \$2.4 million and is funded with a \$500K grant and a \$2.4 million loan including \$1.2 million being forgivable. The 78" pipeline project is pending Army Corp of Engineers approval and private property easement and is anticipated to begin construction during FY27 or FY28. The total estimated project cost is \$77.9 million and is substantially funded with \$46.3 million in grants and \$23.2 million in loan with \$4.4 million being forgivable.

Jeffrey F. Silka
City Administrator

slb

File Attachments for Item:

. Maintenance Division Monthly Report for May 2026

MAINTENANCE DIVISION REPORT MAY 2026

Street Maintenance Report

Fleet Maintenance Report

Central Services Report

**PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
MAY 2026**

- Potholes and Citizen Reports
 - 41 Service Requests Completed
 - 26 Streets and 4 Alleys Repaired
- Street Maintenance and Utility Work
 - Utility Repair work has commenced with the HMA Plants opening
 - Street Sweeper on Normal Schedule
- Tree Removal and Pruning (Arborist)
 - 17 hazard trees were removed
 - 32 trees were trimmed
 - Tree Complaints and Tree Issues
 - Resolved and/or addressed 26 tree complaints and tree issues
- Sign Work
 - 18 Traffic Control Signs Repaired / Installed
 - 9 Street Name Signs Repaired / Installed
 - 7 Handicap Signs Repaired / Replaced
 - 4 Handicap Signs Removed / Installed
- Other
 - Park Maintenance is full swing
 - Park and Masons are fully open and ready for service
 - New sign landscaping completed at Mason's Complex
 - Handicap parking lot at park completed
 - Road to Mayors monument/ Long Field completed

Fleet Maintenance Monthly Report

May 2026

Department	Count of Maintenance Type
Central Services	2
Brakes	1
PM - Oil Change	1
Engineering	1
PM - Oil Change	1
Fire	7
Body Repair	1
Brakes	1
Diagnostics	1
Noise	1
PM - Oil Change	3
Fleet Maintenance	1
Diagnostics	1
Parks and Rec	7
Battery	1
General Repair	2
Lights and Electrical	1
Tires/Tire Repair	1
Welding and Fabrication	2
Police	13
Brakes	1
Engine	1
General Repair	1
Lights and Electrical	1
PM - Oil Change	7
Tires/Tire Repair	2
Public Works	1
Windshield/Glass	1
Sewer	4
Diagnostics	1
Lights and Electrical	1
PM - Oil Change	1
Tires/Tire Repair	1
Street	11
Diagnostics	1
Fluid Leak	1
Lights and Electrical	2
PM - Oil Change	4
PM - Seasonal Service	2
Snow Removal	1

Water Distribution	12
Battery	1
Body Repair	1
General Repair	3
No Start	1
PM - Oil Change	5
Welding and Fabrication	1
WFP	1
PM - Oil Change	1
WWTP	2
PM - Oil Change	2
Grand Total	62

CENTRAL SERVICES MONTHLY REPORT MAY 2026

- **City Hall:** Watered flowers in parklet. Moved something in the finance office. Checked on the bad smell in the lobby. Took ten chairs to Council Chamber for the 8th graders event. Unclogged toilet in the first-floor bathroom. Moved IT Todd's office furniture from PSB 2nd floor to basement of City Hall.
- **Municipal Service Center:** Cleaned up in garage right behind the office area for the new floor installation.
- **Public Safety Building:** Moved a fax line on the 3rd floor PSB police side. Continued to remodel the 3rd floor C3I. Replaced exhaust fan in 3rd floor men's bathroom police side. Getting rid of desks and file cabinets from 3rd floor. Replaced UPS battery in the finger print room at police stations. Fixed the faucet in the police break room 2nd floor. Fire Suppression System test for the 2nd floor IT room. Picked up three fire extinguishers from FPP that need tested. Check on alarm on PSB generator, low coolant level. Added about half a gallon. Elevator inspection.
- **Fire Stations #2:** Checked on the boiler and garage door.
- **Downtown Area & Baltimore St:** Installed new float switch on waterfall pump pit downtown. Worked on the power for Delfest. Mounted plaques on benches on Baltimore St. Installed Cam locks for the Delfest event in the panel on the upper Baltimore St. Set up stage and power for the Delfest event on Centre St. Checked on waterfall water level.
- **Parks:** Got the snack bar ready to open at the main pool build at the Park. Repaired the ADA chair lift motor and gear box for the pool. Replaced the booster pump at the main pool building at the park. Got everything ready to install the new mushroom pump at the Park pool. Cleaned and replaced the flush valves on the toilet at the main pool building (rust and dirt in them and sticking open after flushing). Installed all the chlorine metering and fixed leaks in the filter system main filter building. Got the water slide up and running. Worked on leak in sand filter 2 at main pool filter building. Installed new CL2 meter in the baby pool filter building. Added a water hose attachment to the mushroom pump to make it easier to prime at pool. Fixed toilet in the girl's bathroom at main pool building. Installed diving board at pool. Replaced the valve on the water fountain at the pool.
- **Traffic and Street Lights:** Reported 10 street lights for the power company to repair. Traffic light at Henderson and Valley said to be having trouble by Dispatch (checked and was working correctly). PMs (cleaned and replaced filters) on all 21 traffic cabinets. Checked traffic light at Henderson Ave. and Valley St. that Dispatch said not working right.

- **Other areas:** Insurance meeting at Activities Building. Installed the 25 reserved parking signs in the Frederick St parking garage. Took all the city's e-cycle from PSB and City Hall to the scrap yard.
- Received 43 work orders in May
- Completed 29 work orders May
- Monthly Safety Meeting – May 20, 2026

File Attachments for Item:

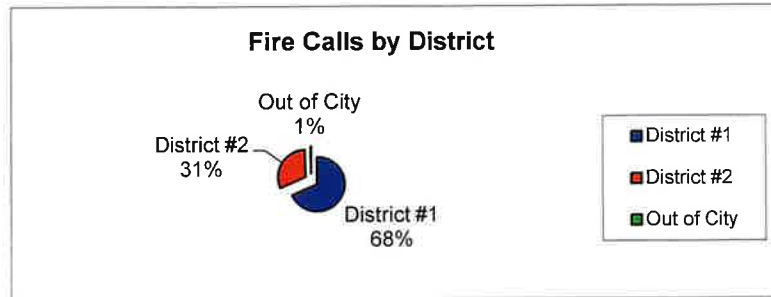
. Fire Department Monthly Report for May 2026

Report of the Interim Fire Chief for May 2026
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 230 Fire Calls in May 2026

Responses by District:

District #1	157
District #2	72
Out of City	1
	230



Number of Alarms: 230

Calls Answered Below:

Property Use:

Public Assembly	7
Educational	3
Health Care	34
Residential	129
Government	2
Industrial/Commercial	14
Utility	2
Storage	3
Outside	36
	230

Type of Situation:

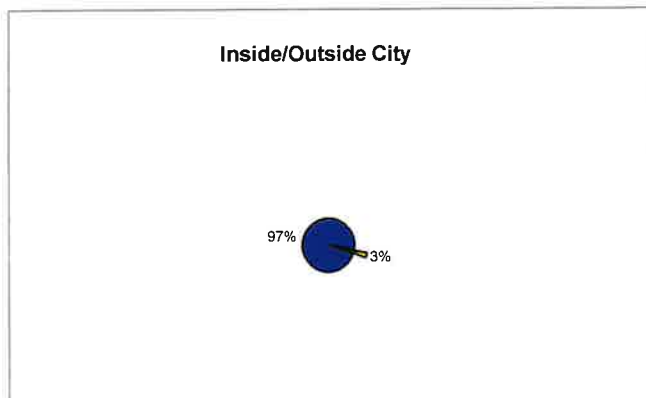
Fire or Explosion	11
Rescue Calls	20
Medical Calls	147
Hazardous Conditions	12
Public Service Calls	10
Good Intent Calls	30
	230

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in May 2026:	\$0.00
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid FY to Date:	\$17,785.00
Total Fire Service Fees for Fire Calls Paid in May 2026:	\$96.40
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$6,325.00
All Fire Service Fees Paid in Fiscal Year 2026:	\$10,485.00

Total Fire Service Fees for Inspections and Permits Billed in May 2026:	\$450.00
Total Fire Service Fees for Inspections and Permits Paid in May 2026:	\$875.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$3,800.00

Cumberland Fire Department Responded to 502 Ambulance Calls in May 2026

In City Calls	487
Out of City Calls	<u>15</u>
Total	502



Total Ambulance Fees Billed by Medical Claim-Aid in May 2026:	\$150,285.00
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Ambulance Fees Billed in FY2025:	\$2,110,926.67
Ambulance Fees Billed FY2026 to Date:	\$1,862,322.64

Ambulance Fees Paid

Ambulance Fees Paid in May 2026:	\$132,291.39
Ambulance Fees Paid in FY 2026:	\$1,340,992.10

(Includes all ambulance fees current and previous fiscal years)

Cumberland Responded to 5 Medic Assist Calls in May 2026

0 Medic Assist Calls in Allegany County	
5 Medic Assist Calls outside of Allegany County	
<u>5</u>	

Ridgeley, WV VFD	2
Short Gap, WV VFD	1
Fort Ashby, WV VFD	1
Wiley Ford, WV VFD	1
<u>5</u>	

Cumberland Responded to 10 Mutual Aid Calls in May 2026

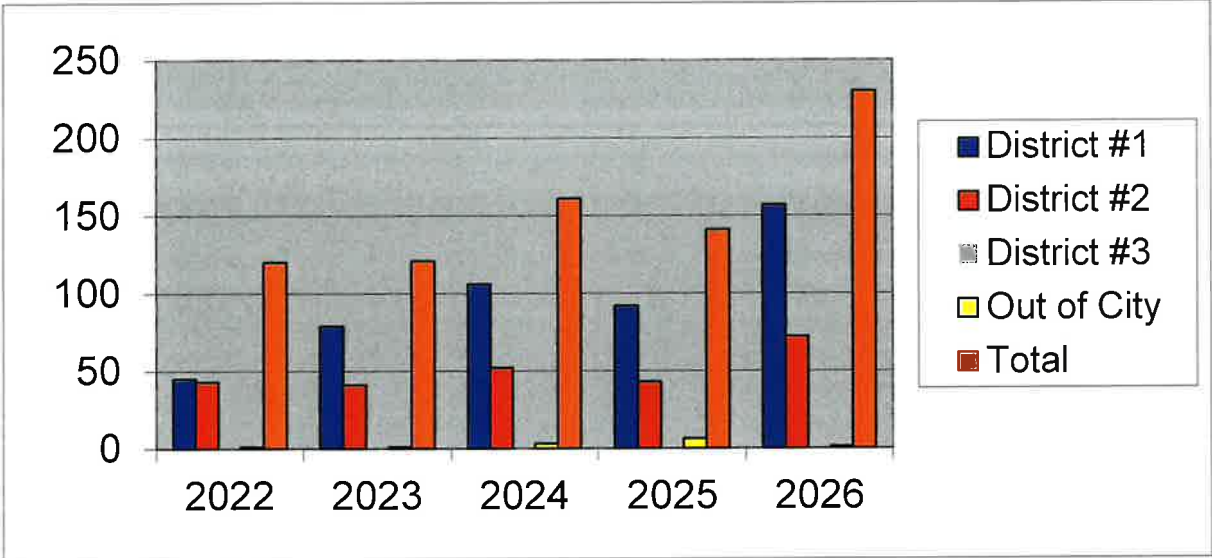
5 Mutual Aid calls within Allegany County	
5 Mutual Aid calls outside of Allegany County	
<u>10</u>	

Ridgeley, WV VFD	4
Wiley Ford, WV VFD	1
Cresaptown VFD	5
<u>10</u>	

Wiley Ford, WV VFD	1
Ridgeley, WV VFD	3
<u>4</u>	

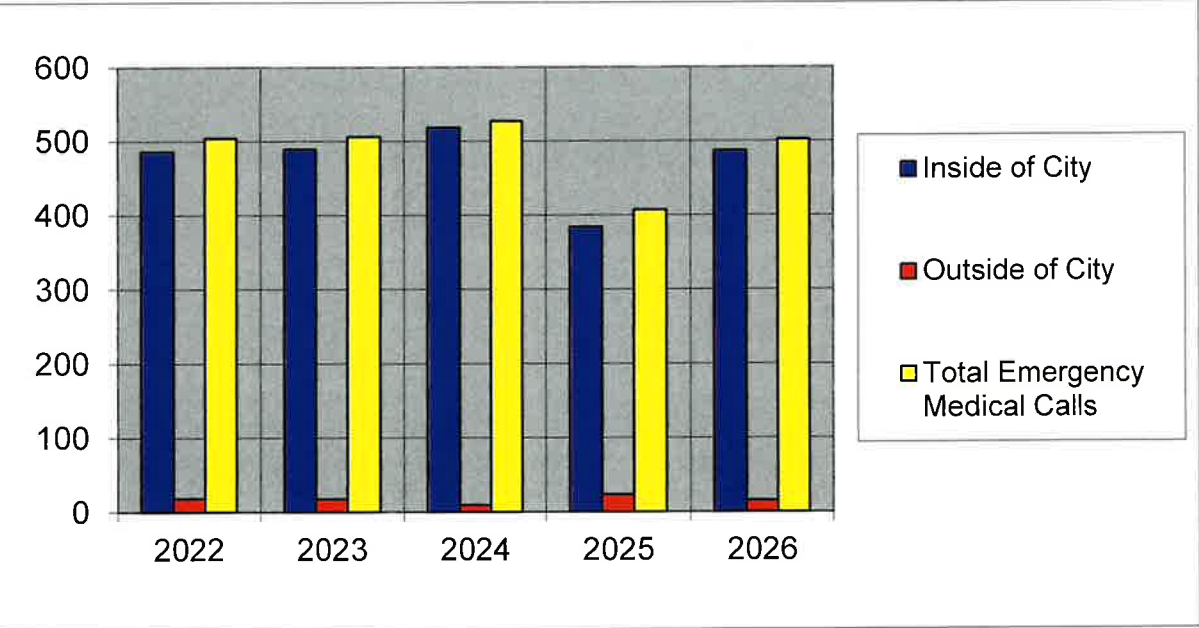
Fire Calls for the month of May over a Five-Year Period

	2022	2023	2024	2025	2026
District #1	45	79	106	92	157
District #2	43	41	52	43	72
District #3	31	0	0	0	0
Out of City	1	1	3	6	1
Total	120	121	161	141	230



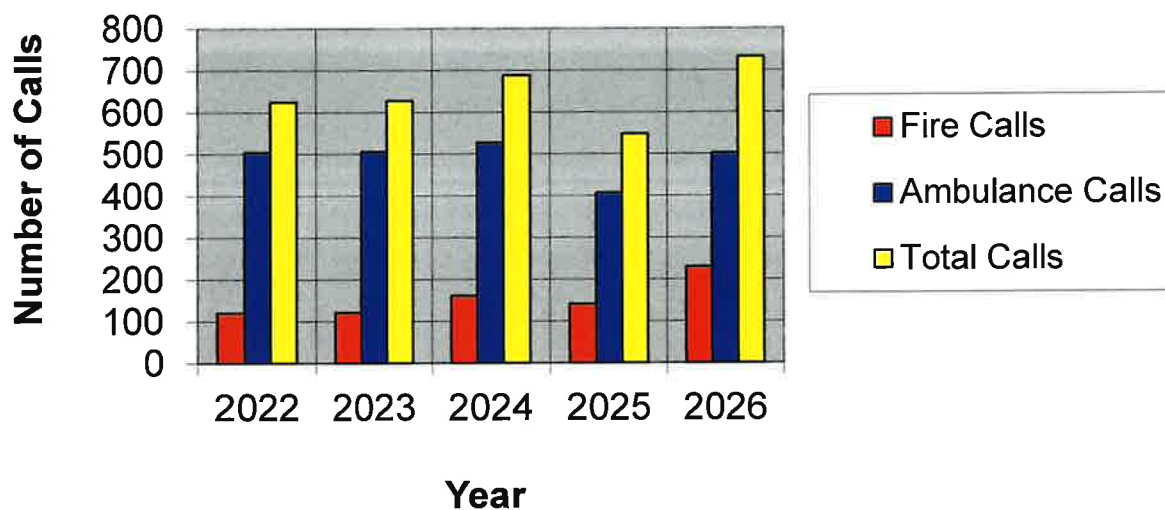
Ambulance Calls for the month of May over a Five-Year Period

	2022	2023	2024	2025	2026
Inside of City	486	489	518	384	487
Outside of City	18	17	9	23	15
Total Emergency Medical Calls	504	506	527	407	502



Fire and Ambulance Calls for the month of May over a Five-Year Period

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Fire Calls	120	121	161	141	230
Ambulance Calls	504	506	527	407	502
Total Calls	624	627	688	548	732



Training

Man Hours:	632
Course Hours:	103

Principles of Water
 Firefighter Personal Protective Equipment
 Fire Hose, Hose Operations & Hose Streams
 MAYDAY
 Incident Management Systems
 Incident Critique
 Incident Safety Officer
 Ops in Sprinklered Building
 Hi Rise Ops
 CAPCE Acute Respiratory Distress Syndrome
 Paramedic Hybrid Program & Clinical

Fire Prevention Bureau

Ancillary Duties	52
Complaints Received	1
Conferences Held	3
Correspondence	87
Inspections Performed	11
Investigations Conducted	3
Plan Reviews	3
Public Education	2
Burning Permits Issued	6

Personnel

Equipment Operator Jefferey Wagner retired on May 1, 2026.

Lt. Jeff DeHaven retired on May 1, 2026.

Kaden Malone was promoted to Equipment Operator on May 11, 2026.

Cumberland Fire Department interviewed six potential candidates on May 28, 2026.

Statistic Compiled by Brandi Snyder, Fire Administrative Associate

File Attachments for Item:

. Police Department Monthly Report for May 2026



City of Cumberland Department of Police

Monthly Report

May 2026



City of Cumberland Department of Police

Monthly Report

May 2026

Part 1 Crimes for the Month

	2025	2026		2025	2026		2025	2026		2025	2026
Aggravated Assaults	1	3	B & E (All)	12	14	Murder	0	0	Rape	3	2
Robbery	0	2	Theft - Felony	1	1	Theft - Vehicle	8	4			

Selected Criminal Complaints for the Month

	2025	2026		2025	2026		2025	2026		2025	2026
Theft - Misdemeanor	38	29	Theft - Petty	11	2	Domestic Assaults	17	22	CDS	31	26
Disturbances	152	141	DOP/Vandalism	24	17	Indecent Exposure	5	2	Sex Off - Other	1	2
Suicide	1	0	Suicide - Attmpt.	2	0	Tampering M/V	0	0	Abuse - Child	2	5
Trespassing	82	72	Assault on Police	1	5	Assault Other	37	48			

Selected Miscellenous Incidents for the Month

	2025	2026		2025	2026		2025	2026		2025	2026
Alcohol Volations	10	4	Juvenile Compl.	16	5	Missing Persons	22	14	School Resource	174	75
School Threat	0	0	Sex Off. Regist.	0	0	Truancy	0	0	Death Investigation	6	3

Selected Traffic Incidents for the Month

	2025	2026		2025	2026		2025	2026		2025	2026
DWI	4	8	Hit & Run	16	13	M/V Crash	62	53	Traffic Stop	235	268

Selected Service Calls for the Month

	2025	2026		2025	2026		2025	2026		2025	2026
Alarms	42	40	Assist Motorist	32	33	Check Well-Being	120	110	Foot Patrol	378	232
Assist Other Agency	60	49	Bike Patrol	39	19	Special Events	5	5	Suspicious Activity	93	53

Current Incident Status for the Month

	2025	2026		2025	2026		2025	2026		2025	2026
Open	23	78	Arrest	216	189	Closed	2432	2153	Suspended	55	22



City of Cumberland Department of Police

Monthly Report

May 2026

Arrests Totals for the Month

	2025	2026		2025	2026		2025	2026		2025	2026
M/V Citations	22	29	M/V SERO	0	2	M/V Warnings	206	235	Arrest on View Adult	34	42
Arrest On Crim. Cit.	38	29	Arrest Summons	28	27	Arrest Warrant Adult	61	45	Adult Crim.	173	151
Arrest Summon (Chrg)	25	24	Arrest Warrant (Chrg)	7	5	Juvenile Crim.	21	15	Arrest on View Juv	18	12
Arrest Warrant JUV	0	0	Emer. Petition	16	22	Fingerprinting	1	1	RunAway & Miss Per.	14	12
Civil Citation	15	10									

Total Incidents Reported :

2025	2026
2,726	2,442

James Pyles - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

MAY 2026

SWORN PERSONNEL: 49 SWORN OFFICERS

Administration	5 officers
Squad D1	9 officers
Squad N1	9 officers
Squad D2	9 officers
Squad N2	8 officers
C3I/C3IN	5 officers
School Resource	1 officer
CAT Team	0 officers
Academy	3 officers

CIVILIAN EMPLOYEES: 6 full time, 6 part time

CPD Office Associate	1 full time
CPD Records Clerk	1 full time
CPD Records Clerk	0 part time OPEN
MCIN Coordinator	1 full time*
CPD Patrol Assistant	1 full time
CPD Crime Analyst	0 full time OPEN
CPD Maintenance	1 part time
C3IN Office Associate	1 part time**
C3I Office Associate	1 full time
C3I Office Associate	0 part time** OPEN
MPA Supervisor	0 part time
Parking Meter Supervisor	1 full time
Parking Enforcement	3 part time
Code Enforcement	1 part time

*=Grant funded

**=Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 566.75

YEAR TO DATE (beginning 07/01/25): 8,440.75

COMP TIME USED: 94

YEAR TO DATE (beginning 07/01/25): 787.25

SICK TIME USED: 290.25

YEAR TO DATE (beginning 07/01/25): 2,671.75

OVERTIME REPORT

OVERTIME WORKED: 324.5

YEAR TO DATE (beginning 07/01/25): 1,974.5

HOSPITAL SECURITY: 163

YEAR TO DATE (beginning 07/01/25): 1,266

COURT TIME WORKED: 348

YEAR TO DATE (beginning 07/01/25): 3,722

MUNICIPAL PARKING AUTHORITY (MPA)

MAY 2026

Parking Citations Issued	63
Warnings Issued	122
Vehicles Towed	5

File Attachments for Item:

. Utilities Division Water/Sewer Monthly Reports for May 2026

[illegible][illegible]

Watershed	
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[illegible]

1289

Sanitary Sewer Department Monthly Report



May-26

Calls Answered:	10
Service Lines Opened:	4
Owner's Trouble:	3
Traced Lines/ mains	109
Flushed Mains	2,755
Mains Repaired/ Replaced	2-16ft
Sewer Taps Installed	0
Cleaned Catch Basins	22
Cleanouts Installed	4
Televised Sewer Mains	10 1572ft
Televised Sewer Lines	8-255ft
Call Outs/ Overtime	3calls 4hrs
Weekly Check of Overflows, pits, etc....	4

George Chory
Supervisor

Water Usage:

608	10,000	Gals.
605	6,000	Gals.

File Attachments for Item:

1. Approving the Closed Session Minutes of May 28, 2026, Closed Session Minutes, Open Work Session Minutes, and Regular Session Minutes of June 2, 2026 and the Closed Session Minutes and Open Work Session Minutes of June 9, 2026



Closed Session Minutes

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

2nd Floor Conference Room

Thursday, May 28, 2026; 3:30 p.m.

On May 28, 2026, the Mayor and City Council met in public session beginning at 3:30 p.m. in the 2nd floor Conference Room of City Hall for the purpose of immediately closing the meeting to discuss matters related to the recruitment of a new Fire Chief. 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.

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

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

ALSO PRESENT: Jeffrey F. Silka, City Administrator; and Allison Layton, City Clerk;



Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, June 2, 2026; 5:00 p.m.

On June 2, 2026, 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 receive the City Solicitor's advice regarding 19 Frederick Street. 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 Frazier seconded by Council Member Cioni, and was passed on a vote of 5-0.

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

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



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, June 2, 2026; 5:30 pm

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

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

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

David Jones from Allegany College of Maryland

Members of the public

I. DISCUSSION OF THE REQUEST FROM ALLEGANY COUNTY FOR \$200,000 FOR THE WOW COMPLEX

Mr. Silka began the discussion and provided an update on the \$200K request from Allegany County for the WOW project. He distributed a map detailing the project's layout. A letter of commitment would be needed to move forward if the Council Members would like to proceed. Mr. Silka indicated this would be on an upcoming agenda for approval.

II. CITY ADMINISTRATOR UPDATES

Mr. Silka reminded Council of the upcoming filming of the “Mayor of Kingstown” later this week, and services requested from the City were totaling \$76K, which would be reimbursed to the City. In the event that another filming permit is requested in the future, an Ordinance will be put in place for approval, outlining the conditions for future possible productions being filmed in Cumberland.

There are about 40 participants for the 250th parade, and the deadline for applicants is Monday, June 8, 2026, at 4:00 pm. Volunteers are still needed.

The 2nd Mayor and City Council meeting will be rescheduled to June 24th due to the attendance at the MML conference.

The Sports Complex RFP has received nine submissions.

III. REVIEW OF THE PUBLIC MEETING AGENDA OF JUNE 2, 2026

Mr. Silka reviewed some topics for clarification:

-Order #8 on the agenda refers to collaborating with the County to piggyback on the fuel contract due to rising vendor costs.

-Order #13 refers to authorizing the purchase of the Union Rescue Mission for \$50K

IV. MAYOR AND CITY COUNCIL UPDATES

- Ribbon cutting for the Wills Hotel is June 11, 2026, at 4:00 pm
- The first SWAT team graduation was held on May 29, 2026, with Officer Flanagan being the first female member.
- The first Levitt Amp series will begin June 25, 2026
- Sunday in the park began this past weekend.

V. ADJOURNMENT

With no further business at hand, the meeting adjourned at 5:53 PM

Respectfully Submitted,

Allison K. Layton_____

City Clerk

Minutes approved on_____



Mayor and City Council Of Cumberland

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

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

MINUTES

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

DATE: June 2, 2026

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

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

Also Present: Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk; Chief Pyles; and Interim Fire Chief Cody Pearce

IV. Statement of the Closed Meeting

On May 13, 2026, 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 conduct interviews for the Fire Chief position and to hold discussion relative to the same. 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.

On May 28, 2026, the Mayor and City Council met in public session beginning at 3:30 p.m. in the 2nd floor Conference Room of City Hall for the purpose of immediately closing the meeting to discuss matters related to the recruitment of a new Fire Chief. 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.

On June 2, 2026, 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 receive the City Solicitor's advice regarding 19 Frederick Street. Authority to close the session is provided by Section 3-305(b)(7) of the General Provisions Article of the Annotated Code of Maryland.

V. Presentations

1. Recognition of the retirements of Jeffrey DeHaven and Jeffery Wagoner

Interim Chief Cody Pearce spoke to the retirements of both firefighters and reflected on the accomplishments and memories throughout their 29 years of employment.

VI. Proclamations

1. Proclaiming June as Migraine and Headache Awareness Month.

Mayor Morriss read the Proclamation into the record and presented it to Andrea Kraft.

VII. Directors Reports

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

(A) Fire

1. Fire Department Monthly Report for April 2026

VIII. Approval of Minutes

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

1. Approving the Closed Session Minutes of May 13, 2026, Open Work Session Minutes and Regular Session Minutes of May 19, 2026

IX. Public Hearing

1. A Public Hearing to receive comment on the proposed Zoning Text Amendment (ZTA 26-01) recommended by the Municipal Planning and Zoning Commission to allow Auto Service Stations/Convenience Stores to be a conditional use permitted in B-L (Business Local) Zones

CONVENED: 6:30 PM

Kevin Thacker presented the proposal for ZTA 26-01 to allow conditional use for automotive stations and convenience stores of the B-L Zone, subject to a hearing.

ADJOURNED: 6:32 PM

X. Public Comments for agenda items only

XI. Unfinished Business

(A) Ordinances

1. Ordinance 4052 (*2nd & 3rd readings*) - providing for the City Tax Levy for FY27

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

2. Ordinance 4053 (*2nd & 3rd readings*) - providing for the annual expenditure appropriation for the FY27 General Fund

SECOND READING: Motion to accept the second reading was made by Council Member Cioni, seconded by Council Member Furstenberg, and was passed on a vote of 5-0.

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

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

3. Ordinance 4054 (*2nd & 3rd readings*)- providing for the annual expenditure appropriation for the FY27 Sewer Fund

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

4. Ordinance 4055 (*2nd & 3rd readings*) - providing for the annual expenditure appropriation for the FY27 Special Purpose Funds

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

5. Ordinance 4056 (*2nd & 3rd readings*) - providing for the annual expenditure appropriation for the FY27 Water Fund

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.

6. Ordinance 4057 (*2nd & 3rd readings*) - providing for an increase in water rates effective July 1, 2026

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

7. Ordinance 4058 (*2nd & 3rd readings*) - providing for an increase in sewer rates effective July 1, 2026

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.

XII. New Business

(A) Resolutions

1. R2026-07 (*1 reading only*) - a resolution granting the Chamber of Commerce Inc. W MD a property tax credit for the 2026-2027 tax year, as provided for by Section 9-302(d) of the Tax Property Article of the Annotated Code of Maryland

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

2. R2026-08 (*1 reading only*) - a resolution authorizing the transmittal of two Legislative Action Requests to the Maryland Municipal League regarding the initiation or support of legislation for a) consistent statewide rules for the operation of electric bicycles and electric scooters, and b) for Local Governments providing non-insurance based benefits to be exempted from the FAMILI program

READING: The resolution was submitted in title only for its reading. **Motion** to approve the resolution was made by Council Member Furstenberg, 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 and Mayor Morriss called for questions or comments. **Motion** to approve each item was made by Council Member Fraizer, seconded by Council Member Lepley, and was passed on a vote of 5-0.

1. Order 28,025 - approving the contract extension with Michaels Janitorial, Inc. to provide custodial services for City offices and buildings for the term of July 1, 2026 – June 30, 2027
2. Order 28,026 -accepting the bid from Ameri-Seal LLC to perform milling of City streets in support of the Street Department's Summer paving operations in the amount not to exceed \$33,292.15
3. Order 28,027 - 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 \$80,000 for the remainder of FY26

4. Order 28,028 - 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 \$80,000 for the remainder of FY26
5. Order 28,029 - 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 \$80,000 for the remainder of FY26
6. Order 28,030 - 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 \$80,000 for the remainder of FY26
7. Order 28,031 - authorizing the Chief of Police to enter in to a Memorandum of Understanding with the United States Department of Veterans Affairs, Martinsburg, WV, Care System which will formalize an existing relationship between the Cumberland Police Department and the United States Department of Veterans Affairs reinforcing interagency coordination, response and requests for assistance at the VA Community Based Outpatient Clinic in Cumberland, Maryland
8. Order 28,032 - rescinding Order No. 27,791, originally approved on August 6, 2025, due to the rising cost of unleaded gasoline and diesel fuel and accepting the Allegany County Commissioners' fuel contract of Inventory Unleaded Gasoline and Diesel Fuel from Oakland Oil and Propane (dba Stuck Enterprises) in the not to exceed amount of \$340,000, in accordance with City Code Section 2-171(c) relative to piggyback contracts
9. Order 28,033 - authorizing the execution of a Memorandum of Understanding by and between the MD Department of Housing and Community Development (DHCD) and the Mayor and City Council of Cumberland for the administration of the federally funded Section 8 Housing Choice Voucher Program in the City of Cumberland for the term retroactive to July 1, 2026 and through June 30, 2029

10. Order 28,034 - rescinding Order No. 28,011 originally approved on May 5, 2026, due to a change in vendor name and accepting the proposal from Don Parker Sales for the purchase of (3) Three New Garage Lifts in the not to exceed \$59,969 utilizing pricing through COSTARS Cooperative in accordance with City Code Section 2-171(c) regarding purchasing cooperatives
11. Order 28,035 - authorizing the execution of an Outdoor Dining Lease Agreement with the Phat Boy Ramen, LLC (DBA Mad Hatter Boba Emporium) and JZ's Pub, LLC for the use of the public right of way immediately in front of and adjacent to the property for outside cafe dining for a term effective May 1, 2026 through October 31, 2026
12. Order 28,036- accepting the contract with Link Computer Corporation for the renewal of the MuniLink Utility Billing System for a one year term beginning July 1,2026 in the amount not to exceed \$50,658.60.
13. Order 28,037 - authorizing the execution of a contract of sale with the Union Rescue Mission of Western Maryland, Inc. for the purchase of the parcels of real property at 26-28-30 Front Street (Tax ID 22-001264), 8-10-12-14 Queen City Pavement (Tax ID 22-007122), 16-18 Queen City Pavement (Tax ID 22-014463) and 20-22-24 Queen City Pavement (Tax Account No. 22-012134) for the amount not to exceed \$50,000
14. Order 28,038 - authorizing the abatement of certain non-collectable personal property taxes for tax years 2014-2024 totaling \$93,224.77
15. Order 28,039 - approving the sole source purchase from Amazon Web Services, Inc. to provide server hosting and support services for FY27 in the not to exceed amount of \$48,000
16. Order 28,040 - accepting the bid from Carl Belt, Inc., for the Wills Creek Pump Station Upgrades Contract (City Project 2026-02-WTR) for the replacement of 2 existing water service

pumps and motors at the Wills Creek Water Pump Station in an amount not to exceed \$299,200.00

17. Order 28,041 - accepting the bid from Whiteman, Requardt and Associates LLP for Grit Removal at the Water Reclamation Facility (WRF) (City Project 2026-09-WRF) to include the development of construction alternatives to replace or rehabilitate the grit removal system at the WRF in an amount not to exceed \$32,254 and rejecting all other bids
18. Order 28,042 - accepting the proposal from Polydyne Inc. for the purchase of Polymer for the Water Reclamation Facility's heat drying facility upon takeover on July 1, 2026 in an amount not to exceed \$50,000
19. Order 28,043 - authorizing the City Administrator to execute Change Order No. 1 with Wycliffe Technologies to provide an active network connection within the middle building at the Gene Mason Recreation Facility in the amount not to exceed \$931, bringing the total project cost not to exceed \$102,401
20. Order 28,044 - accepting the renewal proposal from Tyler Technologies, Inc., to provide maintenance and support services regarding the Logos.NET Finance/HR system/Time and Attendance, for one additional year through June 30, 2027 in an amount not to exceed \$95,853.73
21. Order 28,045 - authorizing an amendment to Order No. 27,871, originally approved October 21, 2025 for the purchase of 4,500 feet of Eight inch C900 Pipe from L/B Water Service for the Shades Lane Water Line Replacement Project, increasing the not to exceed amount from \$100,000 to the new not to exceed amount of \$108,000
22. Order 28,046 - accepting the report of the City Administrator advising that, with regard to the proposed public right of way closure at the Strathmore Boulevard Alley, he observed no damages caused to the adjacent property owners as a result of the closure, and any added value would be formally determined by the Maryland Department of Assessments and Taxation

Public Comments *(Comments are limited to 5 minutes)*

Ken McKenzie, president of Local 203 for the Cumberland Fire Department, spoke about the candidates interviewed for the Fire Chief position and shared his opinion that Cody Pearce is the best candidate.

Tony Ergo – addressed mobility with regard to orientation within the City; as a blind resident who walks about 50 miles a week, obstacles make mobility challenging. He recommended a mobility committee to assist people with disabilities.

William Taccino - addressed Mayor Morriss for an update on the following topics: \$4.8M on the Fayette Street bridge, who received his inquiry to the Administrative Appeals Board regarding his position as the Mayor, **and** remaining funds from infrastructure.

Adjournment

With no further business at hand, the meeting adjourned at 7:02 p.m.

Minutes approved on_____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____



Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, June 9, 2026; 4:15 p.m.

On June 9, 2026, the Mayor and City Council met in public session beginning at 4:15 p.m. in the 2nd floor Conference Room of City Hall for the purpose of immediately closing the meeting to consider proposals for the location, expansion or retention of particular businesses at the Messick Road Project and potential negotiations regarding the Memorial Hospital Project. Authority to close the session is provided by Section 3-305(b)(4) 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 “Rock” Cioni, Jimmy Furstenberg, Eugene Frazier, and Brian Lepley.

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Michael Cohen, City Solicitor, Matt Miller, Executive Director, CEDC, and Stu Czapski, Economic Development Specialist.



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, June 9, 2026; 4:45 pm

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

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Michael Cohen, City Solicitor; Matt Miller; Executive Director – CEDC; and Stu Czapski, Economic Development Specialist

Media: Theresa McMinn from Cumberland Times News

I. UPDATE REGARDING THE ATHLETIC COMPLEX FEASIBILITY STUDY

Matt Miller reported that the Appalachian Regional Commission (ARC) provided the CEDC with \$63K in funding to support the initiative, with a commitment from the City of Cumberland to match the project funding package. The study will assess whether the complex is a viable business for Cumberland and identify the site location, financial feasibility, and economic benefits.

An RFP to vet qualified consultants was advertised, and nine submissions were received. After thorough examinations, Easter Sports Management, in partnership with Pinnacle Indoor Sports, was selected for the study. The

proposal included a comprehensive scope of work that aligns with the goals of the CEDC and the City. A steering committee has been established to guide the process.

II. GENERAL CEDC BUSINESS

Matt Miller reported that the CEDC received a \$25K grant from the Appalachian Regional Commission's (ARC) Ready Non-profits program to purchase a two-year subscription to Placer.ai, a location intelligence and mobility analytics platform.

This software provides CEDC and its partners with advanced consumer traffic and market analytics to support economic development, business and retail recruitment, tourism analysis, and site selection. The software will be used to support a variety of initiatives and can be shared with prospective developers considering investment in Cumberland.

Queen City Marketplace

An application was submitted to the State of Maryland's Nourish Maryland program for seed funding for the project. The proposed concept would serve as a downtown food-focused business incubator, providing opportunities for local entrepreneurs.

The project is currently on hold until the CEDC secures alternative funding and additional seed capital.

Comprehensive Investment Program

Stu Czapski reported that seven companies have used the Business Attraction Grant, each receiving \$3K in funding. The jobs created include 27 full-time and 42 part-time positions.

Façade Grant

Total project cost is \$1,049,000, with \$400K in grant funding and \$600K in private investment. Two projects soon to be completed include the Baltimore Street Grill and Rainmaker Productions/DelFest.

The Rosenbaum and McMullan Building projects are completed; the total project cost was \$5.5M. All remaining projects are in the final phase and will receive the final payment upon issuance of the occupancy permit.

III. ADJOURNMENT

With no further business at hand, the meeting adjourned at 5:01 PM

Respectfully Submitted,

Allison K. Layton_____

City Clerk

Minutes approved on_____

File Attachments for Item:

. Order 28,048 - amending Order No. 27,799, originally approved on August 6, 2025 for the purchase of Bituminous Concrete Materials for Street Department Paving Projects from Belt Paving, Inc., and/or IA Construction, due to the higher than expected vendor costs to produce materials and the completion of additional in-house paving projects increasing the amount by \$200,000 to the new not to exceed amount of \$600,000



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

ORDER NO. 28,048

DATE: June 24, 2026

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

THAT, an amendment to Order No. 27,799, originally approved on August 6, 2025 be and is hereby approved for the purchase of Bituminous Concrete Materials for Street Department Paving Projects from:

- Belt Paving, Inc., PO Box 1002, Cumberland MD 21502, and/or
- IA Construction, 24 Gibb Road, Franklin, PA, 16323

Due to the higher than expected vendor costs to produce materials and the completion of additional in-house paving projects increasing the amount by Two Hundred Thousand Dollars and No Cents (\$200,000.00) to a new not to exceed amount of Six Hundred Thousand Dollars and No Cents (\$600,000.00).

Raymond M. Morriss, Mayor

Budget:
127.103.63000
001.056.4020

Council Agenda Summary

Meeting Date: 6/23/2025

Key Staff Contact: Devin Burke

Item Title:

Request to Amend order 27,799 authorizing the Street Department to purchase Bituminous Concrete Materials for Street Department Paving Projects and Normal maintenance operations in excess of \$25,000, in a new not to exceed amount of \$600,000

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

Requesting an order to accept purchase of Black Top Materials from the following local vendors. Purchase will be made with the considerations of availability and price on the day of operations.

- Belt Paving Inc.

- IA Construction Corp.

These two organizations are the only local suppliers that can provide State Certified Asphalt Materials. Materials must be purchased locally due to their time sensitive installation requirements.

This request is necessitated due to the higher-than-expected Vendor costs to produce materials, and completion of additional In-House Paving Projects in FY26.

This purchase will be in accordance with the Purchasing Guidelines, *Sec. 2-171 Purchases of supplies, maintenance/repair contracts, professional service contracts and equipment. (a) Purchases requiring bidding.*

Amount of Award:

Not to Exceed \$600,000

Budget number:

127.103.63000

001.056.4020

Grant, bond, etc. reference:

N/A

File Attachments for Item:

. Order 28,049 - declaring vehicles and equipment to be surplus property and authorized for sale, trade in, recycle or scrap



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

ORDER NO. 28,049

DATE: June 24, 2026

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

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

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

Department	Description	VIN No.
Street	2007 INTERNATIONAL DUMP w/PLOW	1HTWBAANX7J430324
Street	2005 INTERNATIONAL DUMP W/TAILGATE SPREADER AND PLOW	1HTWEAAR15J168636
Central Services	2008 CHEVROLET SILVERADO 4X4 PICKUP	1GCHK24KX8E166612

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: June 24, 2026

Key Staff Contact: Brian Broadwater

Item Title:

Surplus of Vehicles and Equipment

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

Recommendation to declare the following vehicles and/or equipment as surplus property and authorized for sale, trade in or scrap:

Street	LG77514	2007	INTERNATIONAL DUMP w/PLOW	1HTWBAANX7J430324
Street	LG72952	2005	INTERNATIONAL DUMP W/TAILGATE SPREADER AND PLOW	1HTWEAAR15J168636
Cen. Serv.	LG95992	2008	CHEVROLET SILVERADO 4X4 PICKUP	1GCHK24KX8E166612

Amount of Award: NA

Budget number: NA

Grant, bond, etc. reference: NA

File Attachments for Item:

. Order 28,050 - authorizing the Chief of Police to accept the FY27 Sex Offender Compliance grant in the amount of \$18,804 for Cumberland Police Department and Allegany County Sheriff's Office overtime to perform compliance checks by conducting home visits of registered sex offenders to confirm residency



- Order -
of the

Mayor and City Council of Cumberland MARYLAND

ORDER NO. 28,050

DATE: June 24, 2026

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

THAT the Chief of Police be and is hereby authorized to accept a GOCCP Grant for FY27 entitled "FY27 SOCEM" in the amount of Eighteen Thousand Eight Hundred Four Dollars and No Cents (\$18,804.00) for the period 07/01/2026 - 06/30/2027 for Cumberland Police Department and Allegany County Sheriff's Office overtime to perform compliance checks by conducting home visits of registered sex offenders to confirm residency.

Raymond M. Morriss, Mayor

Grant: SOCM-2027-0004

Council Agenda Summary

Meeting Date: June 24, 2026

Key Staff Contact: Chief James Pyles/Lt. Alex Menges

Item Title: FY27 Sex Offender Compliance Grant

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

Authorize the Acting Chief of Police to accept the FY27 Sex Offender Compliance grant in the amount of \$18,804.00 for Cumberland Police Department and Allegany County Sheriff's Office overtime to perform compliance checks by conducting home visits of registered sex offenders to confirm residency.

Amount of Award: \$18,804.00

Budget number:

Grant, bond, etc. reference:

WES MOORE
Governor

ARUNA MILLER
Lieutenant Governor



DOROTHY LENNIG
Executive Director

June 15, 2026

Lieutenant Alex Menges
Lieutenant
Cumberland Police Department
20 Bedford Street
Cumberland, MD 21502

RE: SOCM-2027-0004

Dear Lieutenant Menges:

I am pleased to inform you that your grant application entitled, "**FY 27 SOCEM**," in the amount of \$18,804.00 has received approval under the Sex Offender Compliance and Enforcement in Maryland program. James R. Pyles has received the grant award packet containing information and forms necessary to initiate the project.

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

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

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

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

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

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Sharon Leason', with a long horizontal flourish extending to the right.

Sharon Leason

Funding Manager

cc: Chief James R. Pyles



Governor's Office of Crime Prevention and Policy

Regional Monitor:
Fiscal Specialist:

Leason, Sharon
Dyson, Janene

Budget Notice

Grant Award Number:	SOCM-2027-0004	
Sub-recipient:	Cumberland Police Department	
Project Title:	FY 27 SOCEM	
Implementing Agency:	Cumberland Police Department	
Award Period:	07/01/2026 - 06/30/2027	CFDA: State General Fund

Funding Summary	Grant Funds	100.0 %	\$18,804.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$18,804.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
Overtime for ACSO Officers	Overtime	Grant Funds	\$9,402.00
Overtime for CPD Officers	Overtime	Grant Funds	\$9,402.00

Personnel Total: \$18,804.00

Approved:

Governor's Office of Crime Prevention and Policy Authorized Representative

Effective Date: 7/1/2026

File Attachments for Item:

. Order 28,051 - authorizing the Chief of Police to accept the FY27 Entertainment Security Grant in the amount of \$23,630 to provide funding for officers to attend community events and conduct foot and bike patrols



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

ORDER NO. 28,051

DATE: June 24, 2026

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

THAT, the Chief of Police be and is hereby authorized to accept a FY27 Entertainment Security Grant award in the amount of Twenty Three Thousand Six Hundred Thirty Dollars and No Cents (\$23,630.00) to provide funding for officers to attend community events and conduct foot and bike patrols.

Raymond M. Morriss, Mayor

Grant EDSG-2026-0001

Council Agenda Summary

Meeting Date: June 25, 2026

Key Staff Contact: Chief James R. Pyles/Lt. Alex Menges

Item Title: FY27 Entertainment Security Grant

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

Authorize the Acting Chief of Police to accept the FY27 Entertainment Security Grant in the amount of \$23,630.00 which will be utilized to provide funding for officers to attend community events and conduct foot and bike patrols.

Amount of Award: \$23,630.00

Budget number:

Grant, bond, etc. reference: Grant

WES MOORE
Governor

ARUNA MILLER
Lieutenant Governor



DOROTHY LENNIG
Executive Director

June 08, 2026

Lieutenant Alex Menges
Lieutenant
Cumberland Police Department
20 Bedford Street
Cumberland, MD 21502

RE: EDSG-2027-0003

Dear Lieutenant Menges:

I am pleased to inform you that your grant application entitled, **"FY27 CPD Entertainment District Security Grant Program,"** in the amount of \$23,630.00 has received approval under the Entertainment District Security Grant program. James R. Pyles has received the grant award packet containing information and forms necessary to initiate the project.

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

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

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

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

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

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Tabitha Wilson', with a long horizontal line extending to the right.

Tabitha Wilson

Funding Manager

cc: Chief James R. Pyles



Governor's Office of Crime Prevention and Policy

Regional Monitor:
Fiscal Specialist:

Isaacs, Zahra
Dyson, Janene

Budget Notice

Grant Award Number:	EDSG-2027-0003	
Sub-recipient:	Cumberland Police Department	
Project Title:	FY27 CPD Entertainment District Security Grant Program	
Implementing Agency:	Cumberland Police Department	
Award Period:	07/01/2026 - 06/30/2027	CFDA: State General Fund

Funding Summary	Grant Funds	100.0 %	\$23,630.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$23,630.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
Sworn Officer - Event/ Foot and Bicycle Patrols	Overtime	Grant Funds	\$23,630.00

Personnel Total: \$23,630.00

Approved:

Governor's Office of Crime Prevention and Policy Authorized Representative

Effective Date: 7/1/2026

File Attachments for Item:

. Order 28,052 - authorizing the Chief of Police to make a sole source purchase Urban SDK for the implementation of a Speed and Traffic Calming Solution for a three year term beginning June 30, 2026 in the not to exceed amount of \$9,680.80 per year for a total not to exceed \$29,042.40



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

ORDER NO. 28,052

DATE: June 24, 2026

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

THAT, the sole source purchase from Urban SDK, 1051 Deerwood Park Boulevard, Building 100, Suite 100, Jacksonville, FL, 32256, for the implementation of a Speed and Traffic Calming Solution for a three (3) year term beginning June 30, 2026 , be and is hereby approved in the not to exceed amount of Nine Thousand Six Hundred Eighty Dollars and Eighty Cents (\$9,680.80) per year for a total not to exceed Twenty Nine Thousand Forty Two Dollars and Forty Cents (\$29,042.40).

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: June 24, 2026

Key Staff Contact: Chief James R. Pyles

Item Title: Sole source purchase of Urban SDK

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

Authorize the Chief of Police to make a sole source purchase from Urban SDK for the implementation of a Speed and Traffic Calming Solution at a cost of \$9,680.80 per year for a three-year contract.

Amount of Award:

Budget number:

Grant, bond, etc. reference: Sole Source

City of Cumberland

Department of Police

20 Bedford Street, Cumberland, MD 21502

Tel: 301-777-1600 Fax: 301-759-6544 cpd@cumberlandmd.gov



James R. Pyles
Chief of Police

June 10, 2026

RE: Sole Source Letter – Urban SDK’s Speed and traffic Calming Solution

The Cumberland Police Department is requesting to use Urban SDK as the sole source provider for the implementation of a Speed and Traffic Calming Solution at a cost of \$9,680.80 per year for a three-year contract. Urban SDK offers a proprietary data analysis, visualization, and aggregation platform that is unparalleled in the industry. The system enables organizations to consolidate all data sources onto a single platform. The data is presented through dynamic dashboards, geospatial maps, and can also be downloaded in CSV format.

Urban SDK is the only true “turnkey” system for traffic and transportation planning. Urban SDK’s platform is tailored to address a multitude of challenges faced by MPOs, Counties, and Cities in traffic management and transportation planning. It streamlines tasks such as validation of speeding complaints, safety planning, analysis, data management and collection, data visualizations, data organization, onboarding of new staff, fostering transparency across organizations and teams, and community outreach.

It is for these reasons that the Cumberland Police Department requests permission to use Urban SDK as a sole source vendor.

Respectfully,

James R. Pyles
Chief of Police

Approved:

Jeffrey F. Silka



Urban SDK

&

Cumberland City, Maryland

Prepared For:
Cumberland City, Maryland

Prepared By:
Elijah Klepac
Urban SDK

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About Us

Urban SDK is a leading provider of geospatial AI solutions, equipping public leaders with actionable insights and automation for mission-critical decisions. Established in 2018 and headquartered in Jacksonville, Florida, Urban SDK is the only platform on the market that provides a comprehensive System of Action to state and local governments. Our team of military veterans, engineers, scientists, policymakers, and entrepreneurs are all committed to the same unified vision: easing the burdens of community leaders through innovation.

Our System of Action unifies data, workflows, and AI so local governments can break free from technical debt and respond to changing conditions at scale. In doing so, Urban SDK's approach delivers measurable ROI to each of our customers, enabling agencies to recapture time, budget and precision in order to accelerate projects, refine resource allocations and respond more quickly to their constituents.

Our partners throughout North America leverage Urban SDK to help:

- Replace manual data collection and empower decision making
- Orchestrate regulated processes and operating procedures
- Align staff with decision support systems to increase efficiency
- Connect disparate departments to achieve common goals
- Enable officials to adjust actions based on changing conditions

Popular Use Cases



Including Traffic Enforcement; Safety Planning; Capital Improvements, Urban SDK aids clients with daily mission critical objectives such as:

- **Traffic Calming** - Reducing speeds and improving pedestrian/bike safety
- **Traffic Enforcement** - Proactively reducing risky driving behaviors and ensuring compliance with traffic codes
- **School Zone Safety** - Reducing speeds and improving safety near schools
- **Work Zone Monitoring** - Monitoring traffic, safety, and compliance around road construction zones
- **Traffic Safety Analysis** - Prioritizing resources where crime and traffic risks overlap
- **Event Impact Monitoring** - Tracking congestion, blocked emergency lanes, and road closures before, during, and after major events
- **Cut-Through Traffic** - Identifying local residential streets or unintended routes used to bypass congestion, accidents, or delays on main thoroughfares
- **Sidewalk Inventory** - Performing ADA audits and safety workflows without field visits

Traffic Enforcement

Definition

Traffic enforcement is the practice of proactively reducing risky driving behaviors and ensuring compliance with traffic codes using real-time data.



Challenges of the Current Process

Departments are swamped with speeding and traffic complaints, despite 80% of them being perception issues. With no ground truth, departments respond to every complaint.



How Urban SDK Solves These Issues

With Urban SDK, resources are directed to areas that have systematic issues rather than chasing perceptions.

Key Objectives Improved by Urban SDK



Reduction of crashes and fatalities



Deter speeding, DUI, distracted driving



Ensure compliance in school/work zones



Support patrol coverage & public safety ops

Required Urban SDK Data

01 Speed Module

Add-On Options

01 Volumes Module

02 Crash Integration

Platform Features

- ✓ Real-time hot spot dashboards
- ✓ Rules Engine alerts
- ✓ Automated workflows for patrol supervisors

Departments that Benefit



City Police Department

More efficient enforcement efforts



Traffic Unit

Champions deploying assets



County Sheriff Department

Upholding elected duties regarding road safety



Crime Analyst

Targeted enforcement to high-risk corridors



Statement of Work (SOW)

Goals

The purpose of this Statement of Work (SOW) is to define the scope, deliverables, and responsibilities associated with Urban SDK's provision of roadway data for Cumberland City, Maryland.

This engagement will deliver comprehensive datasets that support the organization's safety, planning, and operational analysis initiatives.

Scope of Services

1. Traffic Speed Data

Urban SDK will provide the client with traffic speed datasets for all jurisdictional roadways. Deliverables include:



Average, 50th, 85th, and 95th Percentile Speed



Speed Limits for Jurisdictional Roadways



Speed Differences of: Average 50th, 85th and 95th Percentile



Functional Road Classes 1-5 data

2. User Seat



Additional user seat that provides access to Urban SDK platform

3. Customer Support



Channels: Live chat and email support.



Coverage: Standard business hours with SLA defined under Urban SDK's Terms of Service.



Included Services: Unlimited customer support during contract term.

Responsibilities



Urban SDK

- ✓ Provide data access and updates as defined in this SOW.
- ✓ Conduct onboarding and training sessions for staff.
- ✓ Conduct a full Q&A of all data to ensure locations and results meet the client's needs.
- ✓ Maintain application uptime and ensure timely delivery of data.
- ✓ Provide customer support throughout the engagement.

Cumberland City, Maryland



Provide designated points of contact for project oversight and user access assignments.



Ensure timely attendance at training and onboarding sessions.

Pricing & Fees

Pricing Overview

Contract Start Date	June 30, 2026
Contract End Date	June 30, 2029
Proposal Expires	June 30, 2026

Products & Services

Modules

Product	Price	Contract term	Total	
Speed Insights	\$1,402.00 per year	3 year	\$1,402.00 per year	▼
Urban SDK User Seat: 1	\$7,400.00		\$7,400.00	▼
Customer Support	\$3,150.00 per year	3 year	\$3,150.00 per year	▼
Term Discount (3 years)			\$1,195.20	
Agreement in Place By 6/30/26			\$1,076.00	
Annual payment			\$9,680.80	
You'll save			\$2,271.20	



Proposal Comments

Finance approved discounts for 3 year term and contract executed on or before June 30th.
Finance approved July invoice schedule.

Our agreement is effective as of the Effective Date set forth below, is entered into by and between the Buyer identified as Customer below ("Customer") and Urban SDK, Inc., a Delaware corporation, with its principal place of business located at 10151 Deerwood Park Boulevard, Building 100 Ste 100 Jacksonville, Florida 32256 ("Urban SDK"). The parties acknowledge and agree that they have read and understand this Agreement and, upon execution, are legally bound by it. This Agreement includes this "Signature" or any other ordering document referencing this Agreement, the Terms and Conditions available below, all statements of work entered into in connection with this Agreement ("Statement(s) of Work").

Client Signature

Signature

Date

Printed name

Urban SDK Signature

Countersignature

Date

Printed name

Urban SDK Signature

Countersignature

Date

Printed name

Terms and Conditions

This website, www.urbansdk.com (the "site"), is owned and operated by UrbanSDK, Inc. and our affiliates ("Urban SDK", "we" or "us"). By using the site, services provided on the site, our proprietary software made available to you via the site, or content we make available to you through the services (collectively, "Services"), you agree to be bound by the following Terms and Conditions, as updated from time to time (collectively, the "Terms").

1. General

GENERAL. The following terms and conditions ("Terms and Conditions") provide for terms that are common to this Agreement, including all Ordering Documents and Schedules. In the event of a conflict between these Terms and Conditions and any Ordering Document or Schedule, these Terms and Conditions will control, unless expressly stated to the contrary in the Ordering Document or Schedule. The Signature Page, any Statement of Work, and any other ordering document incorporating these Terms and Conditions by reference are individually and collectively referred to as "Ordering Document(s)."

2. Services

- 2.1. **General.** All services provided by Urban SDK under this Agreement ("Services"), including the Software Services, will be provided to Customer according to these Terms and Conditions, the Ordering Documents, and all schedules, exhibits, or other attachments made a part of this Agreement.
- 2.2. **Third-Party Services.** As set forth in an Ordering Document, the Services may include Customer's utilization of certain third-party software and data developed and owned by Urban SDK's third party licensors. This software and data is neither sold nor distributed to Customer, and Customer may use it solely as part of the Services and for no other purpose. Customer may not transfer such third-party software outside the Services or to any other person or entity. Except as otherwise provided for in an Ordering Document, Urban SDK and Urban SDK's third-party software and data licensors are not responsible for providing any support in connection with the Services or the third-party software. Customer's use of any such third-party software and data is governed by the third-party software or data licensor's terms as may be referenced and incorporated into an applicable Ordering Document. Customer covenants to comply with the terms of such third-party licensor's terms as if Customer were the licensee.
- 2.3. **Change Orders.** If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other in writing. Urban SDK shall, within a reasonable time after such request, provide a written estimate to Customer of: (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Services arising from the change; (c) the likely effect of the change on the Services; and (d) any other impact the change might have on the performance of this Agreement. Promptly after receipt of the written estimate, the parties shall negotiate in good faith the terms of such change (if

and when mutually agreed in writing, a “Change Order”). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

3. Software Services

- 3.1. **Software Services.** Urban SDK will provide Customer, and its authorized employees, contractors and other personnel authorized by Customer (“End Users”) with access to the software products and related services provided by Urban SDK via a web browser (or mobile application) and identified on the applicable Ordering Document (“Software Services”). During the Term and subject to Customer’s compliance with this Agreement, Urban SDK grants Customer the non-exclusive, nontransferable, non-assignable, and limited right to allow End Users to remotely access the Software Services for Customer’s internal business purposes in accordance with the terms of this Agreement.
- 3.2. **Restrictions.** Customer shall not lease, license, sell, sublicense or otherwise transfer its access to or use of the Software Services. The Software Services may only be used by Customer and End Users. In addition, Customer shall not modify, create derivative works of, or attempt to decipher, decompile, disassemble or reverse engineer the Software Services. Nothing in this Agreement confers upon either party any right to use the other party’s Marks, except in Urban SDK’s performance of the Services. All use of such Marks by either party will inure to the benefit of the owner of such Marks, use of which will be subject to specifications controlled by the owner.

4. Professional Services

- 4.1. **Professional Services.** Urban SDK may provide integration, implementation, or other professional services (each to the extent identified as professional services on a Statement of Work, “Professional Services”) and Deliverables to Customer as set forth in a Statement of Work. “Deliverables” means all Creations that are delivered to Customer by or on behalf of Urban SDK as a part of the Professional Services, together with any items identified as such in a Statement of Work. “Creations” means any tangible or intangible thing or information, in any language, format or medium now existing or hereafter developed, and all tangible embodiments thereof, whether or not such creation is or may in the future be protected under any intellectual property right or considered Confidential Information, including ideas, creations, inventions, discoveries, innovations, industrial models, improvements, designs, methods, processes, formulae, works of authorship, products, compositions, displays, models, prototypes, samples, findings, documentation, specifications, abstracts, research and development information, know-how, procedural knowledge, industrial property, utility models, data, databases, metadata, industrial designs, mask works, Confidential Information, content, lists, electronic data files, training materials and manuals, user guides, drawings, techniques, computer software (in object, source, interpreted or other code forms), modifications to software or documentation, business information, business plans, technical knowledge, technical information, maintenance information, brochures, labels, papers, records, text, sound recordings, videos, pictures, photographs, audiovisual works, pictorial reproductions, drawings, or other graphical representations, and all other items with similar characteristics.
- 4.2. **Acceptance.** Any software constituting a Deliverable (each a “Software Deliverable”) shall be subject to acceptance by Customer to ensure that it meets the specifications

of this Agreement and the applicable Statement of Work. If Customer does not reject any final Software Deliverable within 10 days of delivery, such Software Deliverable shall be deemed accepted. If any final Software Deliverable does not materially meet the applicable specifications, Customer shall notify Urban SDK of such nonconformities in reasonable detail, and Urban SDK will, at no additional cost, use commercially reasonable efforts to promptly correct such Software Deliverable so that it conforms to the applicable specifications. If within 30 days of such Customer notification, any final Software Deliverable still does not meet the specifications, Customer may at any time thereafter, as its sole remedy, terminate the applicable Statement of Work, return the Software Deliverable and all copies thereof to Urban SDK, and receive a refund of any fees or expenses paid in connection with such Software Deliverable.

4.3. Urban SDK Personnel. Urban SDK shall appoint an Urban SDK employee to serve as a primary contact with respect to any Professional Services (the "Urban SDK Contract Manager"). Urban SDK shall also appoint Urban SDK Personnel, who shall be suitably skilled, experienced, and qualified to perform the Professional Services. Additionally, Urban SDK may subcontract parts of the Professional Services to affiliated companies or third parties, provided that Urban SDK shall remain responsible for the performance of the Professional Services. In the event that any Urban SDK's Personnel does not perform to Customer's reasonable satisfaction, Urban SDK shall remove such Urban SDK's Personnel and replace him or her with a similarly qualified Urban SDK Personnel. Urban SDK is responsible for all Urban SDK Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, disability benefits, pensions, retirement benefits, insurance, and other benefits.

4.4. License and Consents. Urban SDK shall maintain all necessary licenses and consents and comply with all laws applicable to the provision of the Professional Services.

4.5. Tools, Labor, Materials and Supplies. Unless otherwise provided in a Statement of Work, Urban SDK shall provide, at its expense, all tools, materials, supplies, labor, and equipment necessary to perform the Professional Services.

5. Rights Reserved

Customer and its licensors are, and shall remain, the sole and exclusive owner of all right, title and interest in and to the "Customer Materials" (as defined in an applicable Statement of Work, if applicable), including all intellectual property rights therein. Urban SDK shall have no right or license to use any Customer Materials except during the Term to the extent necessary to provide the Professional Services to Customer. All other rights in and to the Customer Materials are expressly reserved by Customer. All right, title and interest, including all intellectual and proprietary rights, in and to the Software Services, Deliverables, and all Urban SDK service marks, trademarks, trade names, logos, and any modifications to the foregoing ("Marks") (and all suggestions, feedback, contributions, enhancements, improvements, additions, modifications, or derivative works thereto and copies thereof) will remain in possession of Urban SDK. Customer acknowledges that the Software Services in source code form is the Confidential Information of Urban SDK and that the source code is not licensed to Customer by this Agreement or any Schedule and will not be provided by Urban SDK. No right

or implied license or right of any kind is granted to Customer regarding the Services, including any right to use, reproduce, market, sell, translate, distribute, transfer, adopt, disassemble, decompile, reverse engineer the Software Services or the documentation thereof, or any portions thereof, or obtain possession of any source code or other technical material relating to the Software Services.

6. Fees and Payment Terms

- 6.1. **Services Fees.** For the Services provided under this Agreement, Customer will pay Urban SDK the fees in the amounts set forth on the applicable Ordering Document. Unless otherwise set forth on the applicable Ordering Document, applicable fees will be invoiced to Customer annually in advance and payable (i) immediately upon invoice if Customer's payment method is on file with Urban SDK, or (ii) if no payment method has been provided to Urban SDK, within thirty (30) days of invoice. Fees are non-cancelable and non-refundable. In the event of early termination of this Agreement other than due to Urban SDK's breach, all amounts outstanding that would have otherwise been due through the end of the then-current Term shall automatically be due and payable by Customer upon termination.
- 6.2. **Fee Changes.** After the Initial Term, and at the beginning of each Renewal Term thereafter, Urban SDK may adjust the fees applicable during the upcoming Renewal Term upon written notice provided at least sixty (60) days prior to the end of the Initial Term or applicable Renewal Term, as the case may be. All fees paid and expenses reimbursed under this Agreement will be in United States currency. Urban SDK may increase pricing and fees on an annual basis by the greater of: (a) six percent (6%) per annum, or (b) the percentage by which the then most-recently published Consumer Price Index in the United States for all Urban Consumers (Index base: 1982/1984 = 100; Index Components: All Items) ("CPI") exceeds the CPI as of the Effective Date or, if later, the immediately preceding change in pricing. Additionally, Upon written notice to Customer at least thirty (30) days prior to effectiveness, Urban SDK may increase the amount of the fees in an Ordering Document relating to, if applicable: (a) data storage and/or relational databases if the applicable cloud data provider has increased the prices paid by Urban SDK for such data storage and/or relational databases, and any such increase shall be proportionate to the increase imposed upon Urban SDK by the applicable utility provider; and (b) the cost of third party Services or services (including software and datasets) performed or provided by a third party that comprise all or some part of the Services including any increases to such costs.
- 6.3. **Late Fees.** Customer will pay a late fee of 1.5% per month (not to exceed the maximum allowed under state law) on all balances not paid when due. Urban SDK, at its option, may suspend the Services, in whole or in part, if Urban SDK does not receive all undisputed amounts due and owing under this Agreement within thirty (30) days after delivery of notice to Customer of the failure to pay such overdue balances.
- 6.4. **Taxes.** The fees and expenses due to Urban SDK as set forth in this Agreement are net amounts to be received by Urban SDK, exclusive of all sales, use, withholding, excise, value added, ad valorem taxes or duties incurred by Customer or imposed on Urban SDK in the performance of this Agreement or otherwise due as a result of this Agreement. This section will not apply to taxes based solely on Urban SDK'S income.

6.5. **Offset.** Fees and expenses due from Customer under this Agreement may not be withheld or offset by Customer against other amounts for any reason.

7. Customer Acknowledgements.

7.1. **Customer Requirements.** Customer must have required equipment, software, and Internet access to be able to use the Software Services. Acquiring, installing, maintaining and operating equipment and Internet access is solely Customer's responsibility. Urban SDK neither represents nor warrants that the Software Services will be accessible through all web browser releases. Customer shall take all steps necessary for Urban SDK to perform the Services effectively, including with respect to (a) providing access to Customer's resources or staff as needed to perform the Services; (b) maintaining, testing, configuring, operating, and upgrading Customer's data, applications, server hardware, operating system, environment, and facilities, as applicable, related to the Services.

7.2. **Use of Software Services.** Customer shall not and shall not permit others in using the Software Services to: (i) defame, abuse, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as rights of privacy, publicity and intellectual property) of others or Urban SDK; (ii) publish, ship, distribute or disseminate any harmful, inappropriate, profane, vulgar, infringing, obscene, false, fraudulent, tortuous, indecent, unlawful, immoral or otherwise objectionable material or information (including any unsolicited commercial communications); (iii) publish, ship, distribute or disseminate material or information that encourages conduct that could constitute a criminal offense or give rise to civil liability; (iv) engage in any conduct that could constitute a criminal offense or give rise to civil liability for Urban SDK; (v) misrepresent or in any other way falsely identify Customer's identity or affiliation, including through impersonation or altering any technical information in communications using the Software Services; (vi) transmit or upload any material through the Software Services contains viruses, trojan horses, worms, time bombs, cancelbots, or any other programs with the intent or effect of damaging, destroying, disrupting or otherwise impairing Urban SDK, or any other person's or entity's, network, computer system, or other equipment; (vii) interfere with or disrupt the Software Services, networks or servers connected to the Urban SDK systems or violate the regulations, policies or procedures of such networks or servers, including unlawful or unauthorized altering any of the information submitted through the Software Services; (viii) attempt to gain unauthorized access to the Software Services, other Urban SDK customers' computer systems or networks using the Software Services through any means; or (ix) interfere with another party's use of the Software Services, including any parties Customer has done business with or choose not to do business with through the Software Services. Urban SDK has no obligation to monitor Customer's use of the Software Services. However, Urban SDK may at any time monitor, review, retain and disclose any information as necessary to satisfy or cooperate with any applicable law, regulation, legal process or governmental request. Customer shall use commercially reasonable efforts, including reasonable security measures relating to administrator account access details, to ensure that no unauthorized person may gain access to the Services.

7.3. Compliance with Law. Customer agrees not to use (and will use its best efforts not to allow its End Users to use) the Software Services for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringes the rights of others. Customer is solely responsible for any and all improper use of the Software Services that occurs as a direct or indirect result of any act or omission of Customer. Customer will notify Urban SDK immediately of any unauthorized use of the Software Services or any other breach of security that is known or suspected by Customer.

7.4. Professional Services. With respect to any Professional Services, Customer shall have the following obligations set forth in this Section 7.4.

- a. **Customer Contract Manager.** Customer shall cooperate with Urban SDK in all matters relating to the Professional Services and appoint a Customer employee to serve as the primary contact with respect to this Agreement (the "Customer Contract Manager").
- b. **Access and Assistance; Customer Materials.** Customer shall provide such access to Customer's premises, facilities, and computer systems and networks as may reasonably be requested by Urban SDK for the purposes of performing the Professional Services. Customer shall respond promptly to any Urban SDK request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Urban SDK to perform the Professional Services. Customer shall provide such Customer Materials as set forth in the applicable Statement of Work or as Urban SDK may reasonably request in order to carry out the Professional Services, in a timely manner, and ensure that it is complete and accurate in all material respects.
- c. **Delay in Performance.** If Urban SDK's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Urban SDK shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay, and Urban SDK's obligation to perform will be extended based on Urban SDK's reasonable ability to reallocate resources to performing and such delay may result in reasonable additional fees to the extent Urban SDK incurs additional costs due to the delay.

8. Non-disclosure and confidentiality.

8.1. Disclosure. Each party may disclose to the other party certain Confidential Information of such party or of such party's associated companies, distributors, licensors, suppliers, or customers. "Confidential Information" means any information that is of value to its owner and is treated as confidential, including trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing; "Disclosing Party" refers to the party disclosing Confidential Information hereunder, whether such disclosure is directly from Disclosing Party or through Disclosing Party's employees or agents; and "Recipient" refers to the party receiving any Confidential Information hereunder,

whether such disclosure is received directly or through Recipient's employees or agents.

- 8.2. Requirement of Confidentiality.** The Recipient agrees: (a) not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party, provided that the Recipient may disclose the Confidential Information of the Disclosing Party to its, and its affiliates, officers, employees, consultants and legal advisors who have a "need to know", who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 8; (b) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations or as otherwise authorized under the Agreement; and (c) to promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party. Customer acknowledges that the Software Services and documentation are the Confidential Information of Urban SDK. The obligations in this Section 8 shall survive termination and continue for so long as the applicable information constitutes Confidential Information. Confidential Information shall not include information that: (a) is already known to the Recipient without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Recipient; (c) is developed by the Recipient independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Recipient from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.
- 8.3. Compelled Disclosure.** If the Recipient becomes legally compelled to disclose any Confidential Information, the Recipient shall provide: (a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Recipient remains required by law to disclose any Confidential Information, the Recipient shall disclose no more than that portion of the Confidential Information which, on the advice of the Recipient's legal counsel, the Recipient is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.
- 8.4. Customer Data; Data Use.** "Customer Data" means information, data and other content, in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly from Customer or an End User by or through the Services, but does not include any data collected, downloaded or otherwise received, directly or indirectly from any other user of the Services. Customer hereby grants to Urban SDK a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate Customer Data to the extent reasonably required for the performance of Urban SDK's obligations and the exercise of Urban SDK's rights under this Agreement. Customer warrants to Urban SDK that Customer has the right to provide such Customer Data to Urban SDK in accordance with this Agreement. Additionally,

Customer agrees that data derived by Urban SDK from Urban SDK's performance of the Services or input by or feedback from Customer may be used for the purposes of analysis, including statistical analysis, trend analysis, creation of data models, and creation of statistical rules. The results of such analysis ("De-identified Data") may be used by Urban SDK for any lawful purpose both during and following the Term. De-identified Data shall not contain any information that identifies or can be reasonably used to identify an individual person or Customer.

9. **Limited Warranty; Disclaimers.**

Urban SDK represents and warrants that it will provide the Services in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Software Services will perform substantially in accordance with the documentation under normal use and circumstances. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. OTHER THAN AS EXPRESSLY SET FORTH IN THIS SECTION 9, EACH PARTY DISCLAIMS ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO THE OTHER PARTY REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY Urban SDK. NO WARRANTY IS MADE THAT USE OF THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED, THAT ANY ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THAT THE SERVICES FUNCTIONALITY WILL MEET CUSTOMER'S REQUIREMENTS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT URBAN SDK MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY THIRD-PARTY HARDWARE, SOFTWARE, PRODUCT OR SERVICE INCLUDED WITH ANY OF THE SERVICES.

10. **Limitation of Liability**

10.1. Exclusion of Damages. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF USE, REVENUE, PROFIT, OR DATA, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2. Liability Cap. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO Urban SDK PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10.3. Exceptions. The exclusions and limitations in Section 10.1 and Section 10.2 shall not apply to: (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 8 (Non-Disclosure and Confidentiality); or (b) a party's obligations under Section 11 (Indemnification).

11. Indemnification

- 11.1. Urban SDK Indemnification.** Urban SDK shall defend Customer and its officers, directors, employees, agents, successors and permitted assigns against any third party claim, suit, action or proceeding (each, an "Action") based on a claim that Customer's receipt or use of the Services in accordance with this Agreement infringes any intellectual property right or misappropriates any trade secret of a third party, and shall pay all settlements entered into and damages awarded against Customer to the extent based on such an Action; provided, however, that Urban SDK shall have no obligations under this Section 11.1 with respect to claims to the extent arising out of: (a) any instruction, information, designs, specifications or other materials provided by Customer to Urban SDK; (b) use of the Services in combination with any materials or equipment not supplied to Customer or specified by Urban SDK in writing; or (c) any modifications or changes made to the Services by or on behalf of any person or entity other than Urban SDK. If the Services, or any part thereof, become, or in the opinion of Urban SDK may become, the subject of a claim of infringement or misappropriation, Urban SDK may, at its option: (i) procure for Customer the right to use such Services free of any liability; (ii) replace or modify the Services to make them non-infringing; or (iii) terminate this Agreement and refund to Customer any portion of the fees prepaid by Customer for the infringing Services.
- 11.2. Customer Indemnification.** Customer shall defend Urban SDK and its officers, directors, employees, agents, affiliates, successors and permitted assigns against all Actions based on a claim that any information or materials provided by Customer (including Customer Data), or Urban SDK's receipt or use thereof, infringes any intellectual property right or misappropriates any trade secret of a third party, and shall pay all settlements entered into and damages awarded against Urban SDK to the extent based on such an Action.
- 11.3. Indemnification Procedures.** The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 11.1 shall not relieve the indemnifying party of its obligations under this Section 11.1 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

12. TERM AND TERMINATION.

- 12.1. Initial Term.** This Agreement shall commence on the Effective Date and shall continue in full force and effect for the initial term set forth on the applicable Ordering Document ("Initial Term"), unless earlier terminated as provided for below. Thereafter, except with respect to any Statements of Work (which shall expire in

accordance with their terms), the Initial Term shall automatically renew for successive periods of one (1) year each (each a "Renewal Term" and together with the Initial Term, the "Term"), unless either party provides written notice to the other party at least 30 days prior to the end of the then-current Initial Term or Renewal Term of its intent to not renew the Agreement.

12.2. Termination. Without prejudice to any other remedies and in addition to any other termination rights herein, the parties shall have the right to terminate this Agreement as provided below:

- a. By either party if the other party commits a material breach of this Agreement and such breach remains uncured 30 days after written notice of such breach is delivered to such other party including the failure to pay any fees due to Urban SDK; or
- b. By either party if the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws, laws of debtor's moratorium or similar laws.

12.3. Termination of Statement of Work. Either party may terminate any outstanding Statement of Work without terminating the entire Agreement if the other party commits a material breach of such Statement of Work and such breach remains uncured 30 days after written notice thereof is delivered to the other party.

12.4. Effect. Upon termination of this Agreement for any reason, all rights and licenses granted by Urban SDK hereunder to Customer will immediately cease. Customer must retrieve all of its data from the Software Services within thirty (30) days of the termination or expiration of this Agreement, at which time Urban SDK reserves the right to delete all data.

12.5. Survival. Termination of this Agreement or any Schedule will not affect the provisions regarding Urban SDK's or Customer's treatment of Confidential Information, provisions relating to the payments of amounts due, indemnification provisions, provisions limiting or disclaiming Urban SDK's liability, or any other terms which by their nature should survive, which provisions will survive such termination.

13. GENERAL

13.1. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule. Jurisdiction and venue for purposes of any litigation in connection with this Agreement will be in the relevant federal or state court located in Jacksonville, Florida.

13.2. Conflicting Terms. Notwithstanding the content of any Customer purchase order or any other document or record, whether in writing or electronic, relating to the subject matter of this Agreement, the terms of this Agreement shall govern and any conflicting, inconsistent, or additional terms contained in such documents shall be null and void.

13.3. Notice. All communications required or otherwise provided under this Agreement shall be in writing and shall be deemed given when delivered (i) by hand, (ii) by

registered or certified mail, postage prepaid, return receipt requested; or (iii) by a nationally recognized overnight courier service; to the address set forth on the applicable Ordering Document, as may be amended by the parties by written notice to the other party in accordance with this Section 13.3.

- 13.4. Assignment.** Neither party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided that upon prior written notice to the other party, either party may assign the Agreement to an affiliate of such party or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 13.5. Interpretation.** For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party than against another.
- 13.6. Severability.** In case any one or more of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 13.7. Attorneys' Fees.** In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.
- 13.8. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all written or oral prior agreements or understandings with respect thereto.
- 13.9. Amendment; Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

- 13.10. **Force Majeure.** Neither party shall be liable for delay or failure in performing any of its obligations hereunder due to causes beyond its reasonable control, including an act of nature, war, natural disaster, governmental regulations, terrorism, communication or utility failures or casualties or the failures or acts of third parties.
- 13.11. **Equitable Relief.** Each party acknowledges that a breach by a party of Section 3.2 (Restrictions) or Section 8 (Non-Disclosure and Confidentiality) may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.
- 13.12. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.
- 13.13. **Relationship of Parties.** Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute one party as agent of the other, for any purpose whatsoever, and neither party shall have the authority or power to bind the other, or to contract in the name of or create a liability against the other, in any way or for any purpose.
- 13.14. **Publicity.** While this Agreement is in effect, Customer grants Urban SDK the right to use Customer's logo and name on Urban SDK's website and promotional materials. Customer shall have the right to require Urban SDK to terminate any such uses at any time by written notice to Urban SDK.
- 13.15. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement

Support Services Schedule

Support Service Responsibilities

Urban SDK shall provide support services (collectively, "Support Services") for the Software Services in accordance with the provisions of this Schedule. The Support Services are included in the Software Services, and Urban SDK shall not assess any additional fees, costs or charges for such Support Services.

Urban SDK shall use commercially reasonable efforts to:

- correct all failures of any Software Services to be available or otherwise perform in accordance with this Agreement ("Service Errors") in accordance with the Support Service Level Requirements, including by providing defect repair, programming corrections and remedial programming;
- provide unlimited telephone support during the hours of 8 a.m. to 6 p.m. Eastern Time on business days;
- provide unlimited online ticket support outside business hours and on weekends;
- Provide online access to technical support bulletins and other user support information and forums, to the full extent Urban SDK makes such resources available to its other customers; and
- Respond to and resolve Support Requests.

Service Monitoring and Management

Urban SDK shall use commercially reasonable efforts to continuously monitor and manage the Software Services to enable Availability that meets or exceeds the Availability Requirement.

Service Maintenance

Urban SDK shall use commercially reasonable efforts to maintain the Software Services in order to enable Availability that meets or exceeds the Availability Requirement. Such maintenance services shall include using commercially reasonable efforts to provide to Customer:

- all updates, bug fixes, enhancements, new releases, new versions and other improvements to the Software Services, that Urban SDK provides at no additional charge to its other similarly situated customers; and
- all such services and repairs as are required to maintain the Software Services or are ancillary, necessary or otherwise related to Customer's or its End Users' access to or use of the Software Services, so that the Software Services operate properly in accordance with this Agreement.

Support Requests

Customer shall submit its requests for Service Error corrections and they will be classified in accordance with the descriptions set forth in the chart below (each a "Support Request"). Customer shall notify Urban SDK of Support Requests by email, telephone or such other means as the parties may hereafter agree to in writing.

Support Request Classification

Description:

Any Service Error Comprising or Causing any of the Following Events or Effects

Critical Service Error

- Issue affecting entire system or single critical production function;
- System down or operating in materially degraded state; or
- Widespread access interruptions.

High Service Error

- Primary component failure that materially impairs its performance; or
- Data entry or access is materially impaired on a limited basis.

Medium Service Error

- Software Services are operating with minor issues that can be addressed with a work around.

Low Service Error

- Request for assistance, information, services that are routine in nature, or updates that are desired but do not impair system operation or functionality.

Escalation

With respect to any Critical Service Error Support Request, until such Support Request is resolved, Urban SDK shall escalate that Support Request within sixty (60) minutes of the receipt of such Support Request by the appropriate Urban SDK support personnel.

Corrective Action Plan

If two (2) or more Critical Service Errors occur in any thirty (30) day period during (a) the Term or (b) any additional periods during which Urban SDK does or is required to perform any Software Services, Urban SDK shall promptly investigate the root causes of these Service Errors and provide to Customer within five (5) business days of its receipt of notice of the second such Support Request an analysis of such root causes and a proposed written corrective action plan for Customer's review, comment and approval, which, subject to and upon Customer's written approval, shall be a part of, and by this reference is incorporated in, this Agreement as the parties' corrective action plan (the "**Corrective Action Plan**"). The Corrective Action Plan shall include, at a minimum: (x) Urban SDK's commitment to Customer to devote the appropriate time, skilled personnel, systems support and equipment and other resources necessary to resolve and prevent any further occurrences of the Service Errors giving rise to such Support Requests; (y) a strategy for developing any programming, software updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of, such Service Errors; and (z) time frames for implementing the Corrective Action Plan. There will be no additional charge for Urban SDK's preparation or implementation of the Corrective Action Plan in the time frames and manner set forth therein.

Termination Rights

If (i) four (4) or more Critical Service Errors occur during a single thirty (30) day period, (ii) eight (8) or more High Service Errors or Critical Service Hours (combined in any combination) occur during a single thirty (30) day period, (iii) eight (8) or more Critical Service Errors occur during a six (6) month period, or sixteen (16) or more High Service Errors or Critical Service Hours (combined in any combination) occur during a six (6) month period, in addition to all other remedies available to Customer, Customer may terminate this Agreement on written notice to Urban SDK with no liability, obligation or penalty to Customer by reason of such termination.

File Attachments for Item:

. Order 28,053 - authorizing the Mayor to execute a Main Street Maryland Program Agreement by and between the Mayor and City Council of Cumberland and Maryland Department of Community Development (DHCD), outlining terms for the implementation of the Main Street Approach™ in the city of Cumberland, Maryland for the term beginning July 1, 2026 and ending June 30, 2027



- Order -
of the

Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 28,053

DATE: June 24, 2026

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

THAT, the Mayor be and is hereby authorized to execute a Main Street Maryland Program Agreement by and between the Mayor and City Council of Cumberland and Maryland Department of Community Development (DHCD), outlining terms for the implementation of the Main Street Approach™ in the city of Cumberland, Maryland for the term beginning July 1, 2026 and ending June 30, 2027.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: June 24, 2025

Key Staff Contact: Melinda Kelleher

Item Title: Main Street Maryland Program Agreement for Designated Communities

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

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

This is the annual Main Street Maryland Program agreement that is required by the MD Dept of Housing and Community Development (DHCD) – due on Tuesday, June 30, 2026. It lays out the responsibilities of the local government (signing this agreement, maintaining Cumberland’s Main Street designation, providing operating support such as employing a FT Main Street Director and providing infrastructure improvements that enhance the area); responsibilities of the Main Street organization (apply the Main Street Approach, have a Main Street boundary, have a board of directors, have sustainable program funding, maintain accreditation and membership with the National Main Street Center); and the responsibilities of DHCD (technical assistance, program support and professional development, provide marketing).

The term of the agreement begins July 1, 2026 and will expire on June 30, 2027. It is already signed by Abigail Lindner, the Cumberland Main Street Board of Directors Chair.

Amount of Award: N/A

Budget number: N/A

Grant, bond, etc. reference: N/A

**Maryland Department of Housing and Community Development
Main Street Maryland Program
Agreement for Designated Communities**

This Agreement is entered into among and executed by the MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT ("DHCD"), MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND (the "Local Government"), and CUMBERLAND MAIN STREET, INC. (in partnership with the Local Government, the "MSM Community").

This Agreement is for the purpose of implementing the Main Street Approach™ in the designated program (the "Program") area in CUMBERLAND, Maryland. For this purpose, the parties below mutually agree to use their best efforts regarding the following:

I. RESPONSIBILITIES OF THE LOCAL GOVERNMENT

Commit: The Local Government is responsible for maintaining the Main Street designation in accordance with the responsibilities of this agreement.

Identify a Partner, if Desired: The Local Government may choose to identify a nonprofit partner to administer the local Main Street Maryland program (the "Local Program"). An executed agreement documenting the partnership must be provided to DHCD.

Provide Ongoing Support: In addition to providing operating funding to support the Local Program, the Local Government will endeavor to demonstrate leadership and support through committee participation, in-kind donations, and policy support for the Local Program. The Local Government should also provide infrastructure improvements and business incentives that enhance the designated Program area.

Sign an Agreement: Local commitment and support are critical to Program success. The Local Government and DHCD must sign an agreement that clearly specifies the responsibilities of each party.

Report Challenges: If the MSM Community experiences challenges meeting participation requirements in one or more areas, the Local Government should contact DHCD in a timely manner to discuss challenges and develop strategies and a timeline to address these challenges.

II. RESPONSIBILITIES OF THE MSM COMMUNITY

Use The Main Street Approach™, Including Maryland's "Fifth Point": The MSM Community must use the national Main Street Approach™. This approach is a revitalization strategy that uses a four-point framework: Economic Vitality, Quality Design, Effective Promotion, and Sustainable Organization. It is rooted in a commitment to broad-based community engagement, a holistic understanding of the factors that

impact the quality of life in a community, and a strategic focus on core principles of downtown and neighborhood revitalization that are rooted in historic preservation. Likewise, the MSM Community must use Maryland's "Fifth Point": Clean, Safe and Green.

Work in the Approved Main Street District: The Main Street Approach™ is part of a transformation strategy to be implemented within certain geographic boundaries as approved by DHCD during the application process. The district must be a physical setting conducive to applying the Main Street Approach™, including a pedestrian scale and orientation; a critical mass of buildings with first floor businesses or a critical mass of buildings zoned for first floor commercial; and a substantial number of structures eligible for rehabilitation incentives. Districts also must demonstrate a historic preservation ethic that protects the local community identity ("**Main Street District**"). Changes to the Main Street District boundaries must be approved by DHCD.

Have an Advisory Board or Board of Directors: The MSM Community must have an Advisory Board, for government-led programs, or a Board of Directors (Collectively, and individually hereinafter referred to as the "**Board**") for non-profit programs. The Board must be composed of a representative base of the district stakeholders and community members, dedicated to leading the Local Program. The historic downtown constituency is unique and has not been adequately served by traditional economic and business development groups, a separate, independent Board with a mission to act as the advocate for historic downtown is essential to stem economic decline and foster progress.

Have Sustainable Program Funding: The financial stability of the MSM Community is crucial to achieving the Program's mission. In addition to paying salaries, the MSM Community's operating budget must demonstrate diverse funding sources that cover all program and administrative expenses, including activities outlined in the comprehensive work plan, overhead and program administration, travel and professional development. Budgets will vary by community and example budgets are available from DHCD. DHCD strongly encourages the MSM Community to implement the following funding model: one-third from the Local Government, one-third from grants, and one-third from corporate and individual donors.

Employ A Program Director: Paid professional staff to manage the Main Street program is critical and required to meet accreditation with Main Street America. At a minimum, DHCD requires a part-time manager (the "MSM Manager") at 25+ hours a week for cities under 5,000 in population and a full-time manager at 35+ hours a week for cities over 5,000 in population. The manager's job description should state 25+ for part-time or 35+ for full-time be dedicated to the Main Street program, if other duties are required. However, DHCD strongly encourages a full-time manager, no matter the population size, to be most effective. Salaries should be commensurate with public-oriented professionals in the area. If this position becomes vacant, DHCD shall be involved in the process for selection of a new MSM Manager.

Have Organizational Systems and Structures: Administrative systems and tools help effectively manage Local Program activities throughout the MSM Community while benchmarking progress. Each year DHCD requires that the MSM Community submit to DHCD a work plan that is aligned with the MSM Community's transformation strategy and outlines programming across the Main Street Approach™ and Maryland's "Fifth Point". Work plans (template provided by Main Street America) will include one or more projects or events, expected (measurable) outcomes, specific tasks needed to accomplish the project or event, assignments of those tasks showing volunteer and staff responsibilities, timelines, and budgets. The MSM Community should operate in compliance with its bylaws, operating agreement, and other organizational documents as applicable. In executing this Agreement, the MSM Community confirms that its organizational documents do not conflict with the requirements identified herein.

Program Logo: DHCD's Program Designated tier logo must appear on the MSM Community's website/webpage. The MSM Community must use the DHCD provided DHCD's Program logo on social media, email, and marketing materials when appropriate. Electronic artwork and style guides are provided.

Maintain Accreditation Standards: The MSM Community must be recognized as a Main Street America™ nationally accredited program at least once every two years to demonstrate the performance standards of the Local Program. Main Street America's annual national assessment is used to make the accredited determination. Failure to remain in compliance with this standard may result in DHCD moving the Community to another tier that best supports the Program's needs.

Maintain Membership with the National Main Street Center: The MSM Community must maintain compliance with Main Street America™ through the National Main Street Center, Inc. ("National Main Street"). The MSM Community must sign the National Main Street Trademark Sublicense Agreement ("Sublicense Agreement") and must be and remain in good standing as a member at the accredited and/or affiliated membership level. National Main Street will send logos and website language following receipt of the signed Sublicense Agreement.

Professional Development and Training: The MSM Managers are required to attend certain DHCD meetings, including but not limited to regional site visits, training sessions, Power Hours, the annual Main Street Maryland Conference, and the National Main Street Now Conference. Though MSM Managers are required to attend the Main Street Now conference at least every other year, DHCD recommends annual attendance as it is the best opportunity to receive professional development and training in the field.

Submit Information to DHCD: The MSM Community must submit the following to DHCD:

- Ongoing, as changes occur:
 - Contact information for any MSM Community staff
- Annually:
 - Most recent end-of-year financial statement with detailed income sources. Audited financial statements are required for organizations

with \$750,000 or more in charitable contribution in one fiscal year. Reviewed financial statements are required for organizations with charitable contributions between \$300,000 and \$749,999 per fiscal year. Organizations with charitable contributions less than \$300,000 per fiscal year are typically exempt from review requirements.

- A current list of the members of the Board, identifying any affiliations each Board member has with the district, including but not limited to any potential conflicts of interest;
- Adopted conflict of interest policy for the organization;
- Annual comprehensive work plan for the upcoming year with measurements of success and defined transformation or economic strategy(s);
- Annual impact data including job creation, private and public investment, business opened/closed, and more.
- Local design guidelines (if applicable);
- All local grant applications, as applicable, such as Façade Improvement, Small Business Support, etc; and
- If the MSM Community is a nonprofit organization, most recent IRS Form 990, Bylaws/Operating Agreement, and Articles of Incorporation/Organization, proof of good standing and current charitable registration status in the State of Maryland.
- Maintain current property data as required in Main Street America's BOOMS Tracker system.

Report Challenges: If the MSM Community is experiencing challenges meeting the requirements in one or more areas, the MSM Community should contact DHCD as soon as possible to discuss the situation, arrange assistance, and develop a schedule to address the challenges in a timely manner.

III. RESPONSIBILITIES OF DHCD

DHCD will provide the services listed below to the MSM Community using a performance-based approach that will require discussions between the MSM Community and DHCD to set appropriate targets and outcomes. DHCD is committed to maintaining long-term relationships with the MSM Community.

Specialist Services and Technical Assistance:

- Design Assistance: As resources allow, DHCD will provide architectural and/or design services to support requests for façade designs, consultations, and training.
- Specialist On-site Visits: DHCD staff is available on request. Specialists are available based on need and as resources allow.

- Program Assessment: DHCD will perform a constructive assessment annually to determine Main Street America accreditation according to the performance standards that provide national recognition.

Program Support and Professional Development:

- Program Trainings and Workshops: A variety of training and peer gatherings are offered for Local Program professionals and Local Government officials. These events are provided by DHCD and outside specialists to include virtual, in-person, and field training sessions as well as presentations on downtown revitalization topics. Certain training/workshops are required for MSM Managers; and DHCD will endeavor to hold such events at least quarterly.
- Board Training: Board members are required to attend training offered by DHCD during the first year of their first term of service.
- Organizational Assistance: DHCD can assist with organizational issues, including the role and responsibilities of staff and the Board. Assistance includes annual work plan development, fund development, volunteer management plans, and non-profit organizational management. Additional topics available. Assistance may be provided on-site or virtually.
- Main Street Improvement Grants and other DHCD Grants: The MSM Community receives funding by applying to the Main Street Improvement Grant program as well as priority consideration for funding from other DHCD programs and other State agencies.
- Resource & Information Sharing: Timely electronic communications from the National Main Street Center to assist local programs with accessing programs, services, and information from the global network. Networking with other communities, whether in person or virtually, is strongly encouraged. DHCD maintains a contact list for local program use.
- DHCD matches the MSM Community to the appropriate MSM tier to best support the program's needs.

Provide Marketing:

- Public Relations: Press coverage and exposure are provided through media releases and marketing materials and maintenance of the Program website.
- Use of DHCD's Program Logo: Electronic artwork and style guide are provided.

Sign an Agreement: Local commitment and support are critical to Program success. The Local Government; the MSM Community, if separate from the Local Government; the downtown organization (if applicable); and DHCD must sign an agreement that clearly specifies the responsibilities of each party.

IV. MISCELLANEOUS & SIGNATURES

The term of this Agreement shall begin July 1, 2026 and will expire on June 30, 2027.

This Agreement may be revised only by a written agreement signed by all parties.

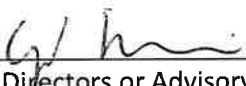
This Agreement may be terminated by any party by giving written notice to all other parties at least thirty (30) days before the effective date of termination. Reasons for termination may

include, but are not limited to, non-compliance with this Agreement or non-appropriation of funding. Upon termination, Main Street™ status and permission to use the Main Street™ trademarked name will be revoked.

This Agreement supersedes any and all other agreements, either oral or written, between the parties below regarding the subject matter herein.

This Agreement may be signed in counterparts, all of which collectively shall be deemed one agreement.

The parties agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes, and shall have the same force and effect as an original handwritten signature. Without limitation, "electronic signature" shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement.

BY:  DATE: 6/10/24
(Board of Directors or Advisory President/Chair/Executive Lead: The Main Street Community)

PRINTED FIRST AND LAST NAME: Abigail Lindner TITLE: Board Chair

BY: _____ DATE: _____
(Local Government – Mayor or if not a municipality, County Executive)

PRINTED FIRST AND LAST NAME: _____ TITLE: _____

BY: _____ DATE: _____
(MD Department of Housing and Community Development)

PRINTED FIRST AND LAST NAME: Kari Snyder POSITION: Assistant Secretary

File Attachments for Item:

. Order 28,054 - authorizing the Director of Engineering and Utilities to execute future Biosolids Receiving Agreements with different customers to purchase Class A Biosolids from the City in the amount of \$0.00, with the non-negotiable terms of the agreement stating that customers shall comply with terms of the agreement and all applicable federal, state and local laws in their use of the product purchased from the City



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

ORDER NO. 28,054

DATE: June 24, 2026

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

THAT, the Director of Engineering and Utilities be and is hereby authorized to execute future Biosolids Receiving Agreements with different customers to purchase Class A Biosolids from the City in the amount of \$0.00;

BE IT FURTHER ORDERED THAT, customers shall comply with all terms of the agreement and all applicable federal, state and local laws in their use of the product purchased from the City; and

BE IT FURTHER ORDERED THAT, the terms of the agreement are non-negotiable.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: 6/24/2026

Key Staff Contact: Robert Smith, PE

Item Title:

Agreement for the purchase, transportation and use of Class A Biosolids Product

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

An order to allow the Director of Engineering and Utilities (a.k.a. City Engineer) to execute future contracts with customers to purchase Class A Biosolids from the City in the amount of \$0.00. Customers shall comply with terms of the purchase agreement and all applicable federal, state and local laws in their use of the product purchased from the City. The terms of the agreement are non-negotiable.

Amount of Award: N/A

Budget number: N/A

Grant, bond, etc. reference: N/A



**AGREEMENT FOR THE PURCHASE, TRANSPORTATION
AND USE OF CLASS A BIOSOLIDS PRODUCT**

AGREEMENT FOR THE PURCHASE, TRANSPORTATION AND USE OF CLASS A BIOSOLIDS PRODUCT (the "Agreement") is made by and between Mayor and City Council of Cumberland ("the City"), whose address is City Hall, 57 N. Liberty St., Cumberland, MD 21502, ATTN: City Engineer and _____ ("Customer") whose mailing address is _____ and it shall be effective when its execution is completed (the "Effective Date").

In consideration of the promises contained herein and the exchange of other good and valuable consideration, receipt of which is hereby acknowledged, the City and Customer agree as follows:

1. Purpose. The City produces a heat-dried Class A biosolids product ("Pellets") at a Biosolids Processing Facility owned by the City, located at 400 East Offutt Street, Cumberland, MD 21502 (the "BFP"). This Agreement establishes the terms and conditions for Customer's purchase of Pellets from the City. All purchases of Pellets shall be subject to the terms of this Agreement.

2. Purchase Price; Quantity. Customer may purchase Pellets from the City at a price of \$0.00 per ton. Customer is not obligated to purchase, and the City is not obligated to sell, any minimum quantity of Pellets. The City reserves the right to adjust the purchase price from time-to-time upon advance notice prior to the loading of the Pellets onto Customer's mode of transport.

3. FOB. All purchases of Pellets shall be made FOB Origin, BPF, freight collect. Customer shall be solely responsible for all transportation arrangements, taxes, insurance, permits, regulatory compliance obligations, and liabilities arising from or relating to the Pellets upon the commencement of loading the Pellets onto Customer's mode of transportation at the BFP.

4. Tonnage; Bill of Lading. The tonnage of Pellets sold shall be determined by weighing the Customer's truck or trailer empty and then weighing it again after loading Pellets, on a mutually agreeable certified scale. The City will provide a Bill of Lading and Product Label to Customer upon loading of Pellets. The City will supply a Material Safety Data Sheet (SOS) and an official biosolids analysis to Customer upon request. If Customer does not land-apply material within the Bill of Lading and Product Label's' stated stockpile limitation and heat-up occurs, Customer will be responsible for all applicable removal and disposal costs.

5. Use of Pellets. The Pellets shall be used exclusively for agricultural purposes by means of land application solely on the property identified in the Bill of Lading and solely in accordance with Customer's Nutrient Management Plan. Customer represents that it will adhere to the instructions on the provided product label and agrees that the marketing and beneficial use of the Pellets

6. Regulatory Compliance. Customer shall comply with all applicable federal, state, and local laws, rules, and regulations governing biosolids and related activities, including, but not limited to, 40 CFR Part 503, Maryland Department of the Environment requirements, transportation regulations, storage restrictions, and all permit conditions applicable to the handling, transportation, storage, distribution, and land application of Pellets. Customer shall promptly notify the City in writing, and in no event later than twenty four hours after becoming aware of any actual or threatened claims, demands, lawsuits or administrative actions or hearings, regulatory or other governmental violations, notices of violations, inspections, warnings or enforcement actions in any way related to, arising out of or as an incident to the Pellets upon the commencement of their loading onto Customer's mode of transportation. Customer shall cooperate with the City regarding the City's fulfillment of its regulatory compliance obligations, including, but not limited to, identifying all application locations where Pellets were

applied to the land with the specificity required by the City and by allowing the City to take soil samples from those locations.

7. Disclaimer of Warranties. Except as expressly provided in this Agreement and applicable law, the Pellets are provided and sold “as is,” “where is,” and with all faults. The City makes no representations or warranties of any kind, express or implied, with respect to the Pellets, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, performance, quality, crop yield, nutrient content, agronomic benefit, or suitability for any particular use or application.

8. Term. This Agreement shall apply to all purchases of Pellets without regard to when they are purchased. It may be cancelled by the City at any time, with or without cause. The City may, but is not required, to give Customer thirty (30) days’ advance notice of the termination of this Agreement.

9. Insurance. Customer shall maintain throughout the term of this Agreement commercial general liability insurance (minimum \$1 million combined single limits per occurrence), automobile liability insurance (minimum \$1 million combined single limits per accident), and pollution/environmental impairment liability (minimum coverage of \$1 million per occurrence with comprehensive coverage for biosolids related claims). These policies shall name “Mayor and City Council of Cumberland” as an additional insured and the insurer shall agree to provide at least fifteen (15) days (or the maximum number of days the insurer is willing to provide) advance written notice of cancellation, non-renewal or change in policy terms. Customer shall provide certificates of insurance upon the City’s requests made from time to time.

10. Indemnification; Release. Customer shall indemnify and hold harmless the City, its elected officials, officers, employees, agents, and representatives from and against any and all claims, liabilities, penalties, fines, response costs, natural resource damages, corrective action obligations, losses, damages, and expenses (including, but not limited to, reasonable attorneys’ fees, court costs, and litigation expenses) arising from or relating to Customer’s breach of the terms of this Agreement and/or its purchase, transportation, storage, handling, or land application of Pellets, except to the extent caused by the City’s gross negligence or willful misconduct.

Customer releases, acquits, and forever discharges the City, and its elected officials, officers, employees, agents, departments, successors, and assigns (collectively, the “City Parties”), from and against any and all claims, demands, causes of action, liabilities, damages, losses, costs, expenses, fines, penalties, judgments, or obligations of any nature whatsoever, whether known or unknown, suspected or unsuspected, fixed or contingent, arising out of, relating to, or connected in any way with the Pellets.

11. Limitation of Damages. The City shall not be liable for Customer’s lost profits or consequential, incidental, indirect or punitive damages

12. Audit and Recordkeeping. Customer shall maintain complete and accurate books and records relating to the receipt, transportation, storage, and land application of Pellets for at least five (5) years and shall make such records available to the City or to regulatory authorities upon reasonable request.

13. Survival. Sections 5, 6, 7, 9, 10, 11, 12 and any provisions relating to payment obligations, indemnification, insurance, audit rights, recordkeeping, environmental liabilities, regulatory compliance, warranty disclaimers, dispute resolution, and any obligations which by their nature are intended to survive termination shall survive the expiration or termination of this Agreement.

14. Miscellaneous.

A. This Agreement represents the entire understanding of the parties as to the matters contained herein. It may only be modified by written agreement signed by Customer and the City.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. Any litigation pertaining to its terms must be initiated and maintained in the District Court of Maryland for Allegany County, Maryland or the Circuit Court for Allegany County, Maryland.

C. All notices or other communications required to be sent by either party hereunder must be in writing and sent to the addresses on the first page of this Agreement unless a written notice of change of address is given.

File Attachments for Item:

. Order 28,055 - authorizing the contract of sale by and between the Mayor and City Council of Cumberland and Timothy A. Lapp authorizing the purchase of the property known as 6 Marion Street for the price not to exceed \$8,000



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

ORDER NO. 28,055

DATE: June 24, 2026

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

THAT, the execution of a contract of sale by and between the Mayor and City Council of Cumberland and Timothy A. Lapp authorizing the purchase of the property known as 6 Marion Street, for the price not to exceed Eight Thousand Dollars and No Cents (\$8,000.00) be and is hereby approved; and

BE IT FURTHER ORDERED, that the City shall accept the deed to effect the transfer of said properties, provided any settlement contingencies are met.

Raymond M. Morriss, Mayor

CONTRACT OF SALE

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

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

6 Marion Street, Cumberland, MD 21502, Allegany County Land
Records Book 693, Page 598, Tax Account No. 35-002251.

2. **Purchase Price.** The purchase price for the Property (the "Purchase Price") is Eight Thousand Dollars (\$8,000.00).

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

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

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

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

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

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

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

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

9. **Adjustments.** All general or special taxes, rents, ground rents, public, private or community water and/or sewer charges, including any deferred sewer and water tap fees, homeowners association charges and all other public, private or governmental charges or assessments, excluding liens which must be paid prior to deed recordation, which may exist, whether such have been levied or not, are to be adjusted and apportioned as of the date of settlement, and will be assumed and paid thereafter by the City.

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

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

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

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

13. **Notice of Disclosure or Disclaimer Statements; Lead-Based Paint.** the City is advised that under Maryland law (Real Property Article, Section 10-702), a purchaser is entitled

to receive from a seller a written Residential Property Condition Disclosure Statement or a Written Residential Property Disclaimer Statement on forms provided by the Maryland Real Estate Commission. No such statements are provided with this Contract as, under Section 10-702(b)(2)(vi), this transaction is exempt from that law due to the fact that the Property will be demolished.

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

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

14.1. Recordation & Transfer Taxes. All recordation taxes and transfer taxes payable in connection with the recordation of the deed for the Property shall be split evenly between the parties unless this transaction is exempt from such taxes. Unless exempt, the City will pay the recordation fee for the recordation of the deed.

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

By: _____
Raymond M. Morriss, Mayor

Date




Timothy A. Lapp

6/15/26

Date

File Attachments for Item:

. Order 28,056 - authorizing the execution of a Memorandum of Understanding with the MD Department of Housing and Community Development (DHCD) to be used for a Real Estate Development Plan to help downtown Cumberland's Revitalization Strategy for the term of July 1, 2026 through June 30, 2027



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

ORDER NO. 28,056

DATE: June 24, 2026

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

THAT, the Mayor be and is hereby authorized to execute a Memorandum of Understanding by and between the Mayor and City Council of Cumberland and the Maryland Department of Housing and Community Development (DHCD) for a Real Estate Development Plan to help downtown Cumberland's Revitalization Strategy for the term of July 1, 2026 and through June 30, 2027.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: **June 24, 2026**

Key Staff Contact: **Melinda Kelleher, Small Business Development & Main Street Manager**

Item Title: Cumberland Main Street MOU for FY27

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

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

The State of Maryland Department of Housing and Community Development (DHCD), where the Main Street program sits, requires any Main Street organization that is a separate 501c3 organization to have an MOU with the City government where the Main Street program is located.

The MOU needs approval and a signature by the Mayor or City Administrator.

Amount of Award: \$20,000 (approved and accepted at the November 18th City Council Meeting)

ORDER # 27,898

Budget number:

Grant, bond, etc. reference:

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN CITY OF CUMBERLAND, MARYLAND AND
CUMBERLAND MAIN STREET, INC.

This Memorandum of Understanding ("MOU") is entered into as of July 1, 2026 by and between:

City of Cumberland, Maryland, a municipal corporation organized under the laws of the State of Maryland, with offices at 57 North Liberty Street, Cumberland, MD, 21502 and

Cumberland Main Street, Inc., a nonprofit corporation organized under the laws of the State of Maryland, with offices at 57 North Liberty Street, Cumberland, MD, 21502.

Together referred to as the "Parties".

I. Purpose

The purpose of this MOU is to establish a collaborative partnership to support the revitalization, economic development and promotion of the Cumberland Main Street district using the Main Street Approach. This MOU outlines roles, responsibilities, and expectations for coordination and resource support.

II. Term

This MOU shall be effective from July 1, 2026 through June 30, 2027, unless terminated earlier in accordance with Section IX. The MOU may be renewed upon mutual written agreement.

III. Roles and Responsibilities

A. Main Street Organization Responsibilities

The Main Street Organization agrees to:

1. Implement a comprehensive downtown/commercial district revitalization strategy aligned with the Main Street Approach.
2. Maintain nonprofit status and good standing with the state and IRS.
3. Employ a qualified Main Street Manager.
4. Develop and adopt annual work plans and budgets.
5. Develop and implement a yearly fundraising plan to support Main Street projects and initiatives.
6. Coordinate programming, events, business outreach, and promotions.
7. Track and report performance metrics (investment, business openings/closures, volunteer hours, etc.).
8. Comply with any reporting requirements tied to public funding.

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN CITY OF CUMBERLAND, MARYLAND AND
CUMBERLAND MAIN STREET, INC.**

B. Local Government Responsibilities

The Local Government agrees to:

1. Recognize the Main Street Organization as a key partner in downtown/commercial district revitalization.
2. Provide salary and full benefits package to the Main Street Manager totaling \$110,000 in FY27.
3. Provide funding for initiatives of the Cumberland Main Street program totaling approximately \$44,000 in FY27.
4. Provide an office in City Hall for the Main Street Manager, with access to IT services, office equipment and supplies.
5. Support revitalization efforts through planning, zoning, public works and economic development coordination where feasible.
6. Consider the district's needs in capital improvements and infrastructure planning.
7. Promote collaboration between departments and the Main Street Organization.

IV. Funding and Financial Accountability

1. Any public funds provided shall be used solely for eligible revitalization purposes and to support efforts to enhance small businesses in the district.
2. The Main Street Organization shall maintain accurate financial records.
3. Upon request, the Main Street Organization shall provide financial reports to the Local Government.
4. Funding is contingent on availability and compliance with local procurement and grant requirements.

V. Communication and Coordination

The Parties agree to:

1. Meet at least quarterly to review progress.
2. Share relevant plans, reports and data.
3. Collaborate on strategic priorities affecting the district.

VI. Branding and Public Communications

Both Parties may reference the partnership in public communications. Use of logos or official branding shall require prior approval.

VII. Independent Entities

The Parties are independent entities. Nothing in this MOU creates an employment relationship, joint venture or agency relationship.

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN CITY OF CUMBERLAND, MARYLAND AND
CUMBERLAND MAIN STREET, INC.

VIII. Liability and Indemnification

Each Party shall be responsible for its own acts and omissions. Nothing in this MOU shall be construed as a waiver of governmental immunity.

IX. Termination

Either Party may terminate this MOU with 60 days written notice. Any unspent public funds shall be handled in accordance with funding agreements or returned if required.

X. Amendments

This MOU may be amended only by written agreement signed by both Parties.

XI. Signatures

City of Cumberland, Maryland

Name/Title (Print): _____

Date: _____

Signature: _____

Cumberland Main Street, Inc.

Name/Title (Print): Melinda Kelleher, Main Street Manager

Date: 6/24/26

Signature: Melinda Kelleher

File Attachments for Item:

. Order 28,057 - authorizing the City Administrator to execute a Capital Projects Grant Agreement with the State of Maryland acting through the Board of Public Works to provide the City a grant in the amount of \$100,000 for the Mechanic and Harrison Street Intersection Widening project, and authorizing the City Comptroller to accept the grant funding



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

ORDER NO. 28,057

DATE: June 24, 2026

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

THAT, the City Administrator be and is hereby authorized to execute a Capital Projects Grant Agreement with the State of Maryland acting through the Board of Public Works to provide the City a grant in the amount of One Hundred Thousand Dollars and No Cents (\$100,000.00), for the Mechanic and Harrison Street Intersection Widening project; and

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

Raymond M. Morriss, Mayor

State of Maryland
CAPITAL PROJECTS GRANT AGREEMENT

This Agreement (“**Agreement**”) is entered into this ___ day of _____, 20___, by and between the State of Maryland (“**State**”), acting through the Board of Public Works (**BPW**), and Mayor and City Council of Cumberland. (“**Grantee**”), whose federal taxpayer identification number is 52-6000786.

Recitals

- A. Grantee has requested grant assistance from the State and has completed the Capital Projects Grant Application.
- B. The General Assembly has authorized this Grant titled **Mechanic and Harrison Street Intersection Widening** provided that Grantee expends the money only for the purposes outlined below.

Therefore, the State and Grantee agree as follows:

1. Purpose. Grantee may use grant funds for the following purpose only (“**Project**”): For the acquisition, planning, design, construction, expansion, repair, renovation, reconstruction, site improvement, and capital equipping of the intersection of Mechanic and Harrison Street (Allegany County)

(See **Enabling Act**: DGS Item 290, Chapter 603 of the Laws of Maryland 2025 which is incorporated herein by reference.)
2. Grant. After the BPW approves this Agreement, the State shall periodically provide grant funds (“**Grant**”) to, or on behalf of, Grantee not to exceed: \$100,000 One Hundred Thousand Dollars.
3. Termination or Reduction of Authorization. The BPW, in its sole discretion, may reduce or terminate the authorization to provide the Grant in the event: (a) Grantee fails to provide evidence of the required matching fund by 06/01/2027 or (b) no part of the Project is under contract by 06/01/2032 or (c) the Project is abandoned. The Enabling Act’s authorization automatically terminates for any grant funds that are unexpended or unencumbered by 06/01/2032.
4. Matching Fund. If the Enabling Act requires, Grantee must provide and expend a matching fund. Failure to prove any required matching fund may affect the authorization pursuant to Paragraph 3 of this Agreement.
5. Disbursement of Grant. Subject to the availability of funds, the BPW may periodically authorize payment to, or on behalf of, Grantee funds in an amount not to exceed the Grant amount.

6. Limitations on Use. The BPW or its designee may, in its sole discretion, disapprove requests for disbursement or expenditure of Grant funds that are not consistent with or are not specifically related to the Project purpose or this Agreement generally.
7. Term. This Agreement terminates if the BPW terminates the grant authorization under Paragraph 3 without issuing bonds. Otherwise, this Agreement is in effect so long as any State general obligation bonds issued, sold, and delivered to provide funds for this Grant, remain outstanding, or for such longer period as the parties may agree.
8. Payment Procedure. Payment procedures contained in the most recent edition of *Maryland Capital Grants Projects: Information for State of Maryland Capital Grant Recipients* [<http://dgs.maryland.gov/Pages/Grants/index.aspx>] are incorporated herein by reference. The State shall make payment to, or on behalf of, Grantee in accordance with those procedures and any other terms and conditions as the BPW, in its sole discretion, may impose.
9. Reports:
 - (a) Section 7-402 of the State Finance and Procurement Article, Annotated Code of Maryland, requires Grantee to submit a verified report that fully and accurately accounts for appropriate Grant expenditures. Requests for payment made in accordance with Paragraph 8 of this Agreement are deemed to comply with Section 7-402.
 - (b) Grantee shall submit other reports or information as the State may periodically require, including project status reports and certified audit reports.
10. Communications. Communications must be addressed as follows:

To the State:

Office of the Comptroller
Capital Grants Program Administrator
80 Calvert Street, Room 215
Annapolis, Maryland 21404-0466

Department of General Services
Capital Grants Program Manager
301 W. Preston Street, Room 703
Baltimore, Maryland 21201

To the Grantee:

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

11. Default. A default is Grantee's breach of any of the covenants, agreements, or certifications contained in this Agreement.
12. Remedies Upon Default.
- (a) Upon the occurrence of any default, the State, as the BPW in its sole discretion determines, may do one or more of the following:
 - (i) Require Grantee to repay the Grant, in whole or in part.
 - (ii) Recoup the amount of the Grant already paid from funds due the Grantee from any other current or future State grant or loan or any other funds, otherwise due and owing Grantee.
 - (iii) Withhold further payments under this Agreement.
 - (iv) Terminate this Agreement.
 - (b) In addition to the rights and remedies contained in this agreement, the State may at any time proceed to protect and enforce all rights available to it. All rights and remedies survive the termination of this Agreement.
13. Disposition of Property. Grantee may not sell, lease, exchange, give away, or otherwise transfer or dispose of any interest in real or personal property acquired or improved with Grant funds ("**Grant-Funded Property**") unless the BPW gives prior written consent. This includes transfer or disposition to a successor or the merger, dissolution, or other termination of the existence of Grantee. Grantee shall give the BPW written notice at least 60 days before any proposed transfer or disposition. When consenting to a transfer or disposition, the Board of Public Works may in its sole discretion require the grantee to repay a percentage of the proceeds that are allocable to the grant.
14. Inspection and Retention of Records. Grantee shall permit any duly authorized representative of the State to inspect and audit all records and documents of Grantee relating to this Grant. Grantee shall retain such records for at least three years after this Agreement terminates.
15. Insurance.
- (a) For any item of Grant-Funded Property that has an original fair market value of \$5,000 or more, Grantee shall, at its own expense and for the reasonable useful life of that item, obtain and maintain all risk of fire and extended coverage insurance or such similar insurance coverage as may be appropriate for the full value of the item or in amounts as may be commercially reasonable under the circumstances. Grantee's insurer must be authorized to issue the policy in the State. Each such policy shall by its terms:
 - (i) Name the State as an additional loss payee thereunder.

Name: The State of Maryland
Address: Department of General Services
Capital Grants
301 W. Preston Street, Suite 703
Baltimore, MD 21201

- (ii) Be considered primary and non-contributory with respect to any other insurance, if any, provided by the State.
 - (iii) Be cancelable only on at least 30 days written notice to Grantee and to the BPW.
 - (b) On request, Grantee shall, provide the BPW or its designee with satisfactory evidence of insurance.
 - (c) Proceeds of insurance required by this Paragraph may be applied as the BPW, in its sole discretion, shall determine toward replacement of Grant-Funded Property or toward repayment of the Grant to the State.
 - (d) The BPW or its designee in its sole discretion may determine that Grantee may self-insure Grant-Funded Property if Grantee has adequate financial resources.
16. Indemnification. *To the extent permitted by law (including Courts and Judicial Proceedings Article, §5-301 et seq. the Local Government Tort Claims Act; and Courts and Judicial Proceedings Article, §5-509; Annotated Code of Maryland, as amended from time to time), without waiving any defenses or immunities available at law, and subject to the availability of appropriations, Grantee is responsible for, and shall defend, indemnify, and hold harmless the State, its officers, agents, and employees, whether or not the State be deemed contributorily negligent, from all suits, actions, liability, or claims of liability (including reasonable attorneys' fees) arising out of:*
- (a) The Project, including its construction.
 - (b) Grantee's use, occupancy, conduct, operation, or management of the Project.
 - (c) Any negligent, intentionally tortious, or other act or omission of Grantee or any of its agents, contractors, servants, employees, subtenants, licensees, or invitees in connection with the Project.
 - (d) Any injury to or death of any person or damage to any property occurring in, on, or as a direct or indirect result of the Project or any of Grantee's activities in connection therewith.
17. Registration. Grantee is a (charitable ☐) (religious ☐) organization registered with the Maryland Secretary of State in accordance with the Annotated Code of Maryland [Business Regulation Article or Corporations and Association Article]; is in good standing; and has filed all of its required reports with the Maryland Secretary of State.

Check if YES ☐

Check if NOT APPLICABLE ☒ and explain:

Mayor & City Council of Cumberland is a local government.

18. Commercial and Employment Nondiscrimination. Grantee shall:
- (a) Not discriminate in the selection, hiring, or treatment of any employee, employment applicant, vendor, supplier, subcontractor, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any other unlawful use of characteristics unrelated to performance.
 - (b) Include a clause similar to sub-paragraph (a) in any contract under this Grant.
 - (c) Post, and cause contractors to post, in conspicuous places notices setting forth the nondiscrimination policy.
19. Drug and Alcohol Policy. Grantee certifies that it shall make a good faith effort to eliminate illegal drug use and alcohol and drug abuse from its workplace. Specifically, Grantee shall:
- (a) Prohibit the unlawful manufacture, distribution, dispensation, possession, or use of drugs in its workplace.
 - (b) Prohibit its employees from working under the influence of alcohol or drugs.
 - (c) Not hire or assign to work on an activity funded in whole or part with State funds, anyone whom it knows, or in the exercise of due diligence should know, currently abuses alcohol or drugs and is not actively engaged in a bona fide rehabilitation program.
 - (d) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if it or its employee has observed the violation or otherwise has reliable information that a violation has occurred.
 - (e) Notify employees that drugs and alcohol abuse are banned in the workplace, impose sanctions on employees who abuse drugs and alcohol in the workplace, and institute steps to maintain a drug-free and alcohol-free workplace.
20. Compliance with Applicable Law. Grantee hereby represents and warrants that it:
- (a) Is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
 - (b) Is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the Grant term;
 - (c) Shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Grant.
 - (d) Shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its

obligations under this Grant.

21. *Non-Debarment.* Neither Grantee nor any of its officers, directors, or any of its employees directly involved in obtaining or performing grants or contracts with public bodies has:
 - (a) Been convicted of bribery, attempted bribery, or conspiracy to bribe in violation of any state or federal law.
 - (b) Been convicted under any state or federal statute of any offense enumerated in Section 16-203 of the State Finance and Procurement Article, Annotated Code of Maryland.
 - (c) Been found civilly liable under any state or federal antitrust statute as provided in Section 16-203 of the State Finance and Procurement Article, Annotated Code of Maryland.
22. *Non-Collusion.* Neither Grantee nor any of its officers, directors, or any of its employees directly involved in obtaining or performing grants or contracts with public bodies has:
 - (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in obtaining or performing this Grant.
 - (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of any bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with this Grant.
23. *Financial Disclosure.* Grantee is aware of, and will comply with, Section 13-221 of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases or other agreements reaches \$200,000, file with the Maryland Secretary of State certain specified information to include disclosure of beneficial ownership of the business.
24. *Political Contributions.* Grantee is aware of, and will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$200,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.
25. *No Contingent Fees.* Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for Grantee, to solicit or secure the Grant. Grantee has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Grant.

- By their signatures, the parties so agree:

By: _____ (SEAL)

Name:

Title:

By: _____

Approved as to form and legal
sufficiency this _____ day of _____, 20____

7

BPW APPROVAL: DGS Item ____-CGL (____/____/20____)

CAPITAL PROJECTS GRANT AGREEMENT
Standard Form

B

P

W

File Attachments for Item:

. Order 28,058 - authorizing a change to the sole source proposal from Amazon Web Services, Inc. to provide server hosting and support services for FY27 with an increase of \$5,000, bringing the new not to exceed amount to \$48,300



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

ORDER NO. 28,058

DATE: June 24, 2026

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

THAT, a change to the sole source proposal from Amazon Web Services, Inc., P.O. Box 84023, Seattle, WA 98124-8423, to provide server hosting and support services for FY27 be and is hereby accepted with an increase of Five Thousand Dollars and No Cents (\$5,000.00) bringing the new not to exceed amount to Forty Eight Thousand Three Hundred Dollars and No Cents (\$48,300.00).

Raymond M. Morriss, Mayor

Budget:
003.330.48201

Council Agenda Summary

Meeting Date:

Key Staff Contact: Johnna Byers, Director IT

Item Title:

Change Order: FY 2027 Amazon Web Services

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

This fiscal year, IT requested an order for costs not to exceed \$43,300 to Amazon Web Services, for cloud based computing services. We have been using AWS for some of our virtual servers, including the Logos Finance/HR servers, two file storage servers, and other services since early 2019. Using AWS we can replicate data in different Amazon Availability Zones to achieve a highly reliable cloud infrastructure, optimize availability, and provide backup and disaster recovery services.

We received our invoice for May and the total throws us over the “not to exceed” total by \$797.60. We need additional funds to cover June also. We request a change order to increase the amount to \$48,300.

It is budgeted in 003.330 48201

File Attachments for Item:

. Order 28,059 - approving Outdoor Dining Leases with The Arcadian and JZ's Pub LLC for the use of the public right of way immediately in front of and adjacent to each property for outside case dining for the term July 1, 2026 through October 31, 2026



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

ORDER NO. 28,059

DATE: June 24, 2026

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

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

- The Arcadian
- JZ's Pub LLC

detailing terms for the use of the public right-of-way immediately in front of and adjacent to each property for outside café dining and/or outdoor seating for a term effective July 1, 2026 through October 31, 2026.

Raymond M. Morriss, Mayor

OUTDOOR DINING LEASE AGREEMENT

THIS OUTDOOR DINING LEASE AGREEMENT ("Lease") is made and executed this ____ day of _____, 2026, by and between the **Mayor and City Council of Cumberland**, a Maryland municipal corporation (the "City") and **THE ARCADIAN** ("Lessee").

WHEREAS, Lessee operates a restaurant at 47 Baltimore Street, Cumberland, MD 21502;

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

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

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

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

1. **Demise**. The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee's restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of 6 feet and length of 20 feet, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the "Demised Premises") is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit 1. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

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

2. **Term**. The term of this lease shall commence on May 1, 2026, and shall terminate on October 31, 2026, unless sooner terminated as provided for herein.

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

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

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

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

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

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

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

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

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

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

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

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

obtain, arising out of or relating to any acts, omissions, agreements, or events relating in any manner to this Lease. The provisions of this section shall survive the termination or earlier expiration of this Lease.

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

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

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

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

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

18. Repossession Upon Default. Upon the occurrence of any one or more of the events of default or the expiration of any termination notice, Lessee's right to possession of the Demised

Premises shall terminate, and Lessee shall surrender possession of it immediately. In this event, Lessee grants to the City full and free license to enter into and upon the Demised Premises to take possession with or without process of law, and to expel and remove Lessee or any other person who may be occupying it.

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

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

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

To the City:

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

To Lessee:

Christina Elson
The Arcadian
47 Baltimore Street
Cumberland, MD 21502

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

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

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

25. **Severability.** Should any provision of this Lease be found, held or deemed to be unenforceable, voidable or void, as contrary to law or public policy, the parties intend that its remaining

provisions shall nevertheless continue in full force and effect and be binding upon the parties and their respective successors and assigns.

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

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

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

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

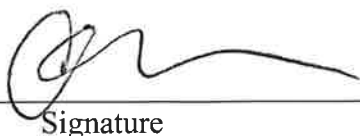
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first above written.

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

By: _____
Allison K. Layton
City Clerk

By: _____
Raymond M. Morriss, Mayor

THE ARCADIAN

By:  _____ (Seal)
Signature

Witness

CHRIS SLOAN
Printed name

OWNER
Position

Re: Outdoor dining permit

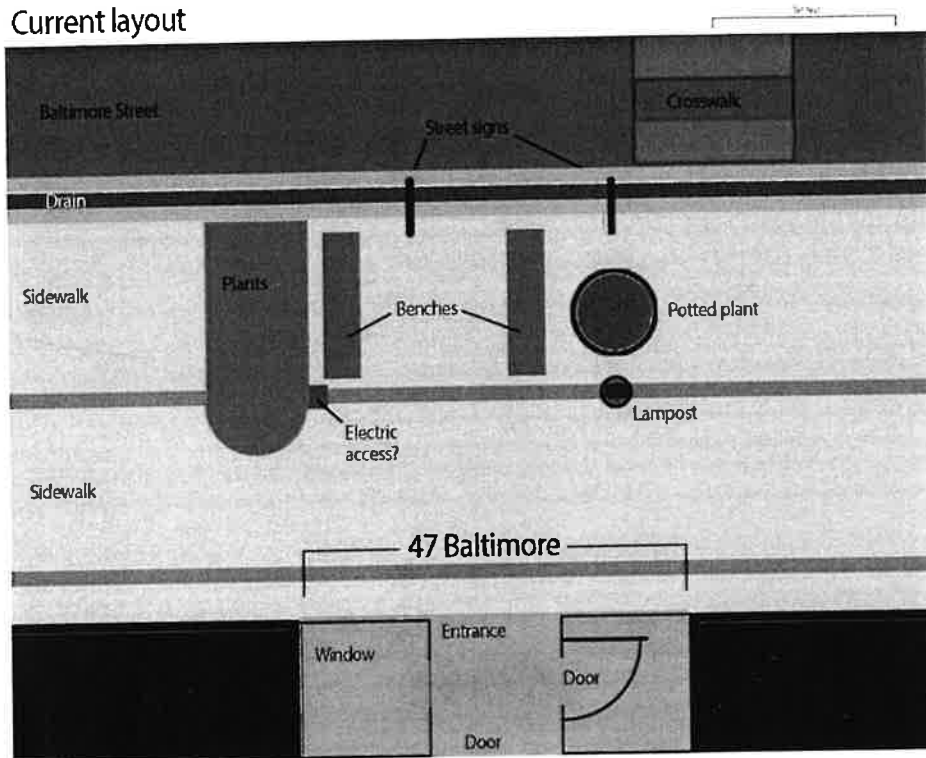
message

Fri, Apr 11, 2025 at 7:23 PM

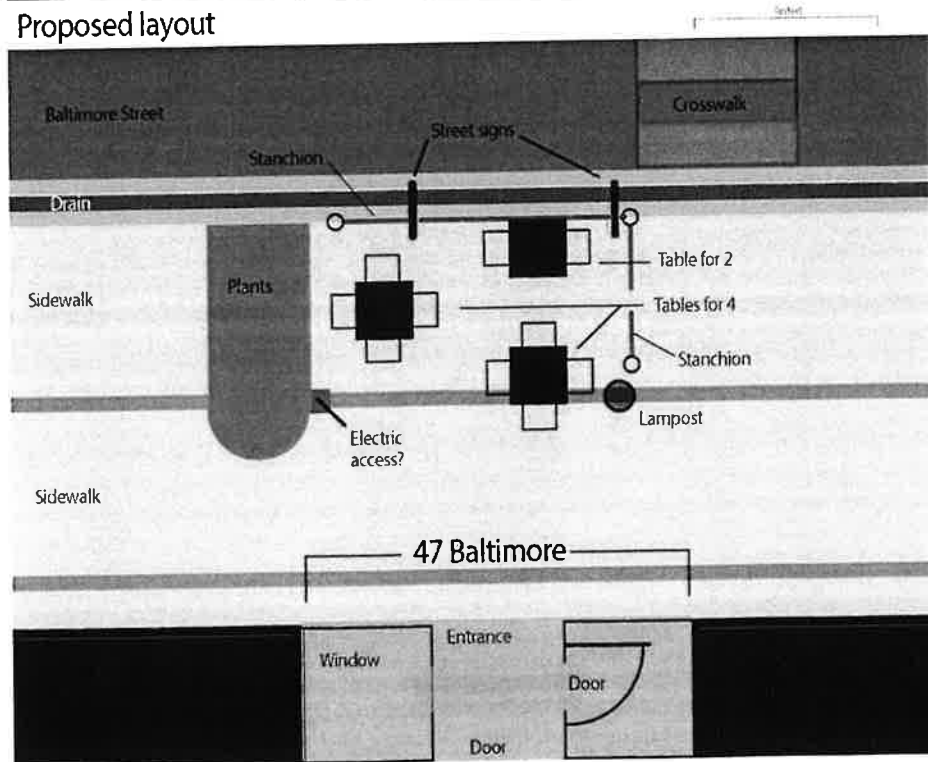
Christina Elson <christina.elson@gmail.com>
 to: Allison Layton <allison.layton@cumberlandmd.gov>
 cc: melinda kelleher <melinda.kelleher@cumberlandmd.gov>, Christopher Sloan <chrispsloan@gmail.com>

Allison, Thanks! I'm also sending the plans! Chris will reach out.

Current layout



Proposed layout



On Wed, Apr 9, 2025 at 1:13 PM Christina Elson <christina.elson@gmail.com> wrote:

OUTDOOR DINING LEASE AGREEMENT

THIS OUTDOOR DINING LEASE AGREEMENT ("Lease") is made and executed this ____ day of _____, 2026, by and between the **Mayor and City Council of Cumberland**, a Maryland municipal corporation (the "City") and **JZ's Pub LLC** ("Lessee").

WHEREAS, Lessee operates a restaurant at 57 & 59 N. Centre Street, Cumberland, MD 21502;

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

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

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

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

1. **Demise.** The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee's restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of **30** feet and length of **60** feet, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the "Demised Premises") is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit 1. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

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

2. **Term.** The term of this lease shall commence on July 1, 2026, and shall terminate on October 31, 2026, unless sooner terminated as provided for herein.

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

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

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

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

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

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

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

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

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

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

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

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

obtain, arising out of or relating to any acts, omissions, agreements, or events relating in any manner to this Lease. The provisions of this section shall survive the termination or earlier expiration of this Lease.

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

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

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

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

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

18. Repossession Upon Default. Upon the occurrence of any one or more of the events of default or the expiration of any termination notice, Lessee’s right to possession of the Demised Premises shall terminate, and Lessee shall surrender possession of it immediately. In this event, Lessee

grants to the City full and free license to enter into and upon the Demised Premises to take possession with or without process of law, and to expel and remove Lessee or any other person who may be occupying it.

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

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

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

To the City:

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

To Lessee:

Stacey Friend
JZ's Pub LLC
49 N. Centre Street
Cumberland MD 21502

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

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

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

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

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

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

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

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

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

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Witness

By: _____
Raymond M. Morriss, Mayor

Witness

JZ's Pub LLC

By:  (Seal)
Signature

STACEY FRANK
Printed name

OWNER
Position

File Attachments for Item:

. Order 28,060 - authorizing Change Order No. 3 with First Fruits Excavating, for the removal and replacement of gabion rock to install separation fabric per MDE requests, and to satisfy permit closeout at the Cumberland Skate Park (City Project 06-13-RE) in the amount not to exceed \$3,060.29, bringing the total project cost not to exceed \$808,912.63



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

ORDER NO. 28,060

DATE: June 24, 2026

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

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 3 with First Fruits Excavating, 407 Plum Run Road, Ridgeley, WV 26753, for the removal and replacement of gabion rock to install separation fabric per MDE requests, and to satisfy permit closeout at the Cumberland Skate Park (City Project 06-13-RE) in the amount not to exceed Three Thousand Sixty Dollars and Twenty Nine Cents (\$3,060.29), bringing the total project cost not to exceed Eight Hundred Eight Thousand Nine Hundred Twelve Dollars and Sixty Three Cents (\$808,912.63)

Raymond M. Morriss, Mayor

Budget:
115.GP16.63000

Original Contract Price	\$787,000.00
Change Order No. 1	\$12,126.80
Change Order No. 2	\$6,715.54
Change Order No. 3	\$3,060.29
Total Contract Price after CO 3	\$808,912.63

Council Agenda Summary

Meeting Date: 6/24/2026

Key Staff Contact: Robert Smith, PE

Item Title:

Change Order #3 for Cumberland Skate Park, City Project 06-13-RE

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

Change Order #3 for Cumberland Skae Park, City Project 06-13-RE in the amount of \$3,060.29.

This change order includes the removal and replacement of gabion rock on the edges of the skate park to install separation fabric per MDE requests at the Skate Park site to satisfy permit closeout.

The original price of the project was \$787,000.00, with change order #1 increasing the price by \$12,136.80 to be \$799,136.80. With change order #2 increasing the price by \$6,715.54 to a total of \$805,852.34. Change Order #3 increases the total project cost by \$3,060.29 to the new final total of \$808,912.63.

This cost increase will utilize City Funds.

Amount of Award: \$3,060.29

Budget number: 115.GP16.63000

Grant, bond, etc. reference: City Funds



407 Plum Run Road
Ridgeley West Virginia 26753
304-726-8412 301-707-1565

Date June 5, 2026
Project Title Cumberland Skate Park
Contractor City of Cumberland

Description: Remove & replace gabion rock on the edges of the skate park to install separation fabric under the rock.

Materials	Units	Per	Price/unit	Total Amount
Straw Bale	7	EA	\$ 8.00	\$ 56.00
Grass Seed	1	LS	\$ 150.00	\$ 150.00
Separation Fabric	1	LS	\$ 350.00	\$ 350.00

Subtotal \$ 556.00
MD State Tax \$ 33.36 6%
Total Materials \$ 589.36

Equipment

Description	Units	Per	Rate/hr.	Total Amount
Cat 308 Excavator	9	HR	\$ 69.58	\$ 626.22
Cat 265 Skidsteer	2	HR	\$ 102.07	\$ 204.14

Total Equipment \$ 830.36

Labor

Description	Units	Per	Wage Rate	Total Amount
Operator - Wage	11	HR	\$ 46.17	\$ 507.87
Laborer - Wage	13	HR	\$ 40.51	\$ 526.63

Subtotal \$ 1,034.50
Labor Burden \$ 206.90 20%
Total Labor \$ 1,241.40

Subtotal of All Cost Incurred \$ 2,661.12
Allowable Mark-up \$ 399.17 15%
Subtotal w/ Mark-up \$ 3,060.29

TOTAL COST \$ **3,060.29**

Rental Rate Blue Book®

Caterpillar 265

Compact Track Loaders

Size Class:

2501 - 2850 lbs

Weight:

N/A



Configuration for 265

Horsepower
Operator Protection

74 hp
ROPS/FOPS/CAB

Operating Capacity (35% of Tip Load)
Power Mode

2823 lbs
Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$11,095.00	USD \$3,105.00	USD \$775.00	USD \$115.00	USD \$39.03	USD \$102.07
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2026: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$11,095.00	USD \$3,105.00	USD \$775.00	USD \$115.00	USD \$39.03	USD \$102.07

Non-Active Use Rates

Standby Rate

Idling Rate

Hourly

USD \$26.95

USD \$76.92

Active Rate to Submit

USD \$102.07

*Blue Book Rates using Monthly Ownership Time Standard (FHWA Rate)

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	20.71%	USD \$2,297.89/mo
Overhaul (ownership)	57.25%	USD \$6,351.57/mo
CFC (ownership)	8.87%	USD \$984.19/mo
Indirect (ownership)	13.17%	USD \$1,461.35/mo
Fuel (operating) @ USD 5.07	35.56%	USD \$13.88/hr

Revised Date: 2nd quarter 2026

These are the most accurate rates for the selected Revision Date(s). * Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (bob@firstfruits-wv.com)

Rental Rate Blue Book®

Caterpillar 308 CR

Crawler Mounted Hydraulic Excavators



Size Class:

6.5 - 8.4 mt

Weight:

N/A

Configuration for 308 CR

Horsepower	69.5 hp	Operating Weight	17730.0 lbs
Power Mode	Diesel		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$8,485.00	USD \$2,375.00	USD \$595.00	USD \$89.00	USD \$21.37	USD \$69.58
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2026: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$8,485.00	USD \$2,375.00	USD \$595.00	USD \$89.00	USD \$21.37	USD \$69.58

Non-Active Use Rates

	Hourly
Standby Rate	USD \$26.30
Idling Rate	USD \$54.91

Active Rate to Submit

*Blue Book Rates using Monthly Ownership Time Standard (FHWA Rate)

USD \$69.58

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	30.34%	USD \$2,573.93/mo
Overhaul (ownership)	45.44%	USD \$3,855.66/mo
CFC (ownership)	13.16%	USD \$1,116.99/mo
Indirect (ownership)	11.06%	USD \$938.42/mo
Fuel (operating) @ USD 5.07	31.35%	USD \$6.70/hr

Revised Date: 2nd quarter 2026

These are the most accurate rates for the selected Revision Date(s). * Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (bob@firstfruits-wv.com)

File Attachments for Item:

. Order 28,061 - accepting the bid from Carl Belt, Inc., for the Messick Road Sewer Extension (City Project 2025-06-SANS) extending sewer services to a new bank facility and an industrial park along Messick Road in the not to exceed amount of \$199,540, contingent upon ARC funding, and rejecting all other bids



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

ORDER NO. 28,061

DATE: June 24, 2026

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

THAT, the bid from Carl Belt, Inc., 11521 Milnor Avenue, Cumberland, MD 21501, for the Messick Road Sewer Extension (City Project 2025-06-SANS) to extend sewer services to a new bank facility and an industrial park along Messick Road, contingent upon ARC funding, be and is hereby accepted in the amount not to exceed One Hundred Ninety Nine Thousand Five Hundred Forty Dollars and No Cents (\$199,540.00); and

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

Raymond M. Morriss, Mayor

Bids Received:

First Fruits Excavating	\$209,730.00
Carl Belt, Inc.	\$199,540.00
Excavating Associates, Inc.	\$266,188.00

Budget: 003.399.SS7.63000

Council Agenda Summary

Meeting Date: 6/24/2026

Key Staff Contact: Robert Smith, P.E.

Item Title:

Award Messick Road Sewer Extension, City Project # 2025-06-SANS

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

Award Messick Road Sewer Extension Contract to low responsive bidder, Carl Belt, Inc., in the lump sum cost of \$199,540.00, contingent upon pending approval by funding source (ARC).

This project includes the extension of sewer service to a new bank facility and industrial park along Messick Road within the incorporated boundaries of the City of Cumberland. An 8" sewer main (1,100 LF) will be extended through an existing utility easement to serve the future industrial park and a 2" forced sewer main will be extended to the new bank facility.

This project was advertised for bid on 4/30/26. Bids closed on 6/10/26, with three qualified bids being received. The low bidder was Carl Belt, Inc., with an acceptable bid of \$199,540.00.

The project utilizes City Funds and Grant Funds

Amount of Award: \$199,540.00

Budget number: 003.399.SS7.63000

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

PROJECT INFORMATION	
Project Title:	Messick Road Sewer Extension
City Project:	2025-06-SANS
Contract Length:	90 Calendar Days
BID OPENING	
Date & Time:	June 10, 2026 2:00 PM EDT
Location:	Virtual - Beacon Bid Solicitation Website

Certified Bid Tabulation		
BIDDER	BIDDER	BIDDER
First Fruits Excavating	Carl Belt, Inc.	Excavating Associates, Inc.
407 Plum Run Road Ridgeley, WV 26753	11521 Milnor Avenue Cumberland, MD 21501	P.O. Box 434 Ellerslie, MD 21529

BIDS AND ALTERNATES				First Fruits Excavating		Carl Belt, Inc.		Excavating Associates, Inc.	
BID NO.	DESCRIPTION OF BID	UNITS	QTY.	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
101	Maintenance of Traffic	LS	1	5346	\$ 5,346.00	2600	\$ 2,600.00	12388	\$ 12,388.00
102	Install Project Sign	EACH	1	2506	\$ 2,506.00	1000	\$ 1,000.00	1940	\$ 1,940.00
103	Construction Stakeout	LS	1	2914	\$ 2,914.00	4000	\$ 4,000.00	7622	\$ 7,622.00
104	Mobilization	LS	1	3158	\$ 3,158.00	14550	\$ 14,550.00	11226	\$ 11,226.00
105	Clearing and Grubbing	LS	1	7863	\$ 7,863.00	7700	\$ 7,700.00	10607	\$ 10,607.00
106	Sediment Control	LS	1	4516	\$ 4,516.00	9200	\$ 9,200.00	7736	\$ 7,736.00
107	Temporary Seeding & Mulching	POUND	50	38.25	\$ 1,912.50	120	\$ 6,000.00	21	\$ 1,050.00
108	Permanent Seeding	SY	5400	1.25	\$ 6,750.00	0.95	\$ 5,130.00	2	\$ 10,800.00
109	Horizontal Directional Drilling	LS	1	31343	\$ 31,343.00	40000	\$ 40,000.00	72064	\$ 72,064.00
110	2 Inch Pressure Sewer	LF	500	35.75	\$ 17,875.00	27	\$ 13,500.00	32	\$ 16,000.00
111	8 Inch PVC SDR 35 Sanitary Sewer	LF	1100	81.5	\$ 89,650.00	60	\$ 66,000.00	61	\$ 67,100.00
112	48 Inch Diameter Manhole - Modified For Sanitary - Minimum Depth	EACH	5	6621	\$ 33,105.00	5350	\$ 26,750.00	8006	\$ 40,030.00
113	48 Inch Diameter Manhole - Modified for Sanitary - Vertical Depth	LF	1	656.5	\$ 656.50	670	\$ 670.00	325	\$ 325.00
114	8 Inch Cleanout With Cast Iron Cover	EACH	1	1359	\$ 1,359.00	1675	\$ 1,675.00	1495	\$ 1,495.00
115	Connect Any Size Pipe To Existing Sewer Manhole	EACH	1	776	\$ 776.00	765	\$ 765.00	5805	\$ 5,805.00

First Fruits Excavating		Carl Belt, Inc.		Excavating Associates, Inc.	
Bid	✓	Bid	✓	Bid	✓
AoQtB	✓	AoQtB	✓	AoQtB	✓
LPC	County	LPC	County	LPC	N/A
ARVF	✓	ARVF	✓	ARVF	✓
BASE BID		\$ 209,730.00		\$ 199,540.00	
				\$ 266,188.00	

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



Robert Smith, PE
Director of Engineering and Utilities

File Attachments for Item:

. Order 28,062 - declaring real property known as 960-962 Glenwood St., 27 N. Lee St., 102-04-06 Altamont Ter. and Cumberland Thruway Lots as surplus property to be offered for sale



- ORDER -

of the

**Mayor and City Council of Cumberland
MARYLAND**

ORDER NO. 28,062

DATE: June 24, 2026

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

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

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

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

- | | |
|-------------------------------|----------------------|
| 1. 960-962 Glenwood St. | Tax ID No. 04-035542 |
| 2. 27 N. Lee St. | Tax ID No. 06-024890 |
| 3. 102-04-06 Altamont Ter. | Tax ID No. 22-008536 |
| 4. Cumberland Thruway Pt Lots | Tax ID No. 22-016512 |

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

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 28,063 - approving the change order with Service Pro to add nine properties recently acquired by the City at various locations within City limits to the Residential Grass Mowing Contract (City Project 2022-14-M) to allow mowing through the end of the contract, increasing the amount originally approved by Order No. 27,773 by an amount not to exceed \$15,310.78, bringing the new total amount not to exceed \$62,492.53



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

ORDER NO. 28,063

DATE: June 24, 2026

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

THAT, the execution of Change Order No. 1 to the contract with Casey Smith, LLC, dba Service Pro, for the “Residential Grass Mowing Project” (2022-14-M) to add/remove properties recently acquired or sold by the City for the increased cost of Fifteen Thousand Three Hundred Ten Dollars and Seventy Eight Cents (\$15,310.78), bringing the new contract value not to exceed Sixty Two Thousand Four Hundred Ninety Two Dollars and Fifty Three Cents (\$62,492.53).

Raymond M. Morriss, Mayor

<i>Casey Smith LLC dba ServicePro</i>	Contract Price
Original Contract Price	\$ 47,181.75
Change Order No. 1	\$ 15,310.78
New Contract Price	\$ 62,492.53

Budget No. 001.078.20100

Council Agenda Summary

Meeting Date: 6/24/2026

Key Staff Contact: Derrik Grimm

Item Title:

Change Order No.1 to Residential Mowing Contract

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

This change order is to add/remove properties recently acquired/sold by the City at various locations within City Limits as well as additional mowings. These will be added to the contract to allow mowing through the end of the contract. This will increase the existing M&CC 27,773 in the amount of \$47,181.75 by \$15,310.78 to a new total amount of \$62,492.53.

Amount of Award: Increase of \$15,310.78

Budget number: 001.078.20100

Grant, bond, etc. reference: City Funds

City of Cumberland

Change Order Number: 1

Project: Residential Grass Mowing Contract
City Project No.: 2022-14-M
Contractor: Service Pro
Vendor No.: 239

The Change Order modifies (adds or deletes work) the contract as follows:

Add / Delete	Unit	Est # of Cuttings	Cost Per Cutting	Description	Delete	Add
Mowing of City Owned Property Throughout the City of Cumberland						
Add	1	20	\$ 52.00	800 Maryland Avenue		\$1,040.00
Add	1	20	\$ 52.00	802 Maryland Avenue		\$1,040.00
Add	1	20	\$ 52.00	804 Maryland Avenue		\$1,040.00
Add	1	20	\$ 80.00	102-106 Altamont Terrace		\$1,600.00
Add	1	20	\$ 45.00	435 Columbia Street		\$900.00
Add	1	20	\$ 60.00	424 Seymour Street		\$1,200.00
Add	1	20	\$ 45.00	317 Cecelia Street		\$900.00
Add	1	20	\$ 52.00	404 Chestnut Street		\$1,040.00
Add	1	2	\$ 3,275.39	Additional Mowing All Properties		\$6,550.78
TOTALS					\$0.00	\$15,310.78

The Original Contract Sum was:

The Original Contract Sum was:	\$47,181.75
Previous Change Orders:	\$0.00
Contract Sum as a result of Previous Change Orders:	\$47,181.75
The Contract Sum increased/decreased by this Change Order:	\$15,310.78
The New Contract Sum as a result of this Change Order is:	\$62,492.53

File Attachments for Item:

. Order 28,064 - authorizing the commitment of \$200,000 to Allegany County for Phase II of the Willowbrook Outdoor Wellness (WOW) Complex adjacent to Allegany College of Maryland



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

ORDER NO. 28,064

DATE: June 24, 2026

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

THAT, the Mayor and City Council of Cumberland be and is hereby authorizing the commitment of Two Hundred Thousand Dollars and No Cents (\$200,00.00) to Allegany County for Phase II of the Willowbrook Outdoor Wellness (WOW) Complex adjacent to Allegany College of Maryland.

Raymond M. Morriss, Mayor



Board of County Commissioners

David J. Caporale, President
William R. Atkinson, Commissioner
Creade V. Brodie, Jr., Commissioner
Jason M. Bennett, CPA, Administrator
T. Lee Beeman, Esq., Attorney

April 23, 2026

The Honorable Ray Morriss
City of Cumberland
57 N. Liberty Street
Cumberland, Maryland 21502

Re: Willowbrook Outdoor Wellness Complex

Dear Mayor Morriss,

The Allegany County Commissioners are excited to continue development of the Willowbrook Outdoor Wellness (WOW) Complex adjacent to Allegany College of Maryland. Phase I of this project was completed in Fall 2024 with funding from the National Park Service and Program Open Space. The scope for Phase I included construction of an entrance road, bridge crossing, outdoor classroom/pavilion, parking lots, walking trails, and a fitness court.

The Commissioners are now ready to move to Phase II of the project. This will include construction of artificial turf fields, restroom and concession facilities, site and stadium lighting, and other features that will result in a fully-functional recreational facility that can be used by local and out-of-town teams for a variety of sports-related purposes.

Funding for the Phase II project is nearly 100% in place. To fully leverage all available monies (\$1,800,000) from the National Park Service, the Commissioners are required to provide an equivalent amount of match through cash or in-kind services. A majority of the required match is covered by donation of the land for the project from Allegany College of Maryland and from in-kind services provided by Allegany County. The Commissioners are requesting financial assistance in the amount of \$200,000 from the City of Cumberland to help close the remaining funding gap.

Similar to the recent completion of the Cumberland Skate Park (to which the Commissioners were able to contribute \$250,000), the WOW Complex will be a facility that can be enjoyed by residents in both the City and throughout Allegany County.

Please feel free to contact me with any questions about the project or related to this funding request.

Sincerely,

A blue ink signature of Jason M. Bennett, CPA, County Administrator. The signature is stylized and written in a cursive-like font.

Jason M. Bennett, CPA
County Administrator

701 Kelly Road
Cumberland, MD 21502
E countyclerk@alleganygov.org
T 301 777-5911
alleganygov.org

File Attachments for Item:

. Order 28,065 - authorizing the sole source purchase from Sandoval Custom Creations Inc. for three Concealment H47/RV55 camera systems at a cost not to exceed \$21,000



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

ORDER NO. 28,065

DATE: June 24, 2026

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

THAT, the sole source purchase from Sandoval Custom Creations, Inc., 605 County Line Road, Unit A, Palmer Lake, CO, 80133, of three (3) H47/RV55 Concealment Camera Systems be and is hereby approved in the not to exceed amount of Twenty One Thousand Dollars and No Cents (\$21,000.00).

Raymond M. Morriss, Mayor

Budget: Grant Funded

Council Agenda Summary

Meeting Date: June 24, 2026

Key Staff Contact: Chief James R. Pyles

Item Title: Sole source purchase from Sandoval Custom Creations Inc.

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

Authorize the Chief of Police to make a sole source purchase from Sandoval Custom Creations Inc. for three (3) Concealment H47/RV55 camera systems at a cost of \$21,000.

Amount of Award:

Budget number:

Grant, bond, etc. reference: Sole Source, Grant Funded

City of Cumberland

Department of Police

20 Bedford Street, Cumberland, MD 21502

Tel: 301-777-1600 Fax: 301-759-6544 cpd@cumberlandmd.gov



James R. Pyles
Chief of Police

June 11, 2026

Re: Sole Source Letter for Sandoval Custom Creations, Inc. Camera System

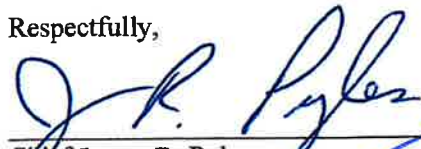
The Cumberland Police Department is requesting authorization to make a sole source purchase in the amount of \$21,000 for the purchase of three (3) Concealment H47/RV55 camera systems. These items will be purchased from Sandoval Custom Creations, Inc. (SCCI), and will be fully funded via state grant monies, at zero cost to the City. SCCI is a specialty design, manufacturing, and technology company that builds custom, high-tech surveillance equipment and video analytics for law enforcement and government agencies, including the Maryland State Police. In addition to the camera systems themselves, SCCI also custom builds to requested specs, the associated camera and wireless internet hardware housing, remote key fob system reset tools, power cables, etc. included in this package.

These types of camera systems require a separately purchased and maintained Video Management Software (VMS) platform, which is the master software program that brings live feeds, camera controls, and recordings into one screen, and allows the end user to view, access, record, and control the camera systems. A VMS platform requires "per camera" fees for both the initial set up as well as annual subscriptions to retain operating software maintenance/upgrades and tech support/troubleshooting services. One of the county's joint investigative units has offered CPD use of their VMS platform to operate these camera systems. This will result in substantial cost savings for the department, both initially and long term. This will also allow investigators to access these three CPD camera systems to aid in their investigations throughout the City.

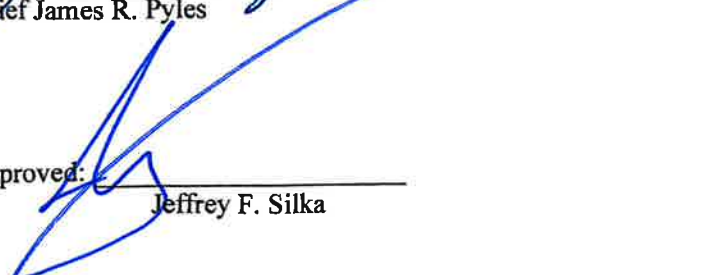
SCCI is also the provider for the investigative unit's camera systems. Purchasing the exact, custom designed camera systems utilized by the investigative unit will permit a seamless integration into the unit's current VMS platform, and maintain continuity of operating systems and features between all users.

It is the aforementioned reasons the Cumberland Police Department requests permission to utilize Sandoval Custom Creations, Inc. as a sole source vendor the Concealment H47/RV55 camera systems.

Respectfully,


Chief James R. Pyles

Approved:


Jeffrey F. Silka

File Attachments for Item:

. Order 28,066 - accepting the proposal from CBIZ Insurance Services, Inc. to provide a Public Officials Liability policy effective July 1, 2026, to July 1, 2027, through Ace American Insurance in the amount not to exceed \$31,334



- ORDER -

of the

Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 28,066

DATE: June 24, 2026

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

THAT, the proposal from CBIZ Insurance Services, Inc., 44 Baltimore Street, Cumberland, MD, to provide a Public Officials Liability policy effective July 1, 2026, to July 1, 2027, through Ace American Insurance be and is hereby accepted in the amount not to exceed Thirty One Thousand Three Hundred Thirty Four Dollars and No Cents (\$31,334.00).

Raymond M. Morriss, Mayor

