



Mayor and City Council of Cumberland

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

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

AGENDA

M&CC Regular Public Meeting
57 N. Liberty St

DATE: November 04, 2024

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

Director's Reports

(A) Police

1. Police Department Monthly Report for September 2024

Approval of Minutes

1. Approving the Regular Session Minutes for October 1, 2024 and October 15, 2024, the Open Work Session Minutes for October 15, 2024, October 17, 2024, October 22, 2024 and the Closed Work Session Minutes for May 21, 2024 and July 16, 2024

Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

Unfinished Business

(A) Ordinances

1. Ordinance 3996 (2nd and 3rd readings) - authorizing the execution of 1) a contract for exchange of real estate for the exchange of real property owned by the Mayor and City Council at 308 Cumberland Street for the real property owned by William Friend at 417 Central Avenue and 2) the deed for the purpose of conveying the property located at 308 Cumberland Street to William Friend and 3) such supplemental documents as may be required to effect the transaction

New Business

(B) Orders (Consent Agenda)

- [1.](#) Order 27,591 - approving an amendment to Order Nos. 26,923 and 26,961, providing for an increase of ARPA funding allocation of \$292,024 to HVAC Improvement at City Hall and decreases of ARPA funding allocation of \$45,833 to DDC Assistance to Small Businesses, \$54,077 to Community Development Property Improvement, \$117,927 to Affordable Housing Assistance and \$74,187 to Replace 4" to 6" Water Lines
- [2.](#) Order 27,592 - authorizing the release of \$98,000 in reimbursement funds from the Maryland Department of Natural Resources Community Parks and Playground Grant to the Allegany College of Maryland for the construction of an outdoor sand volleyball court
- [3.](#) Order 27,593 - declaring certain City-owned property to be surplus and authorizing it for sale
- [4.](#) Order 27,594 - accepting the bid from First Fruits Excavating Inc. for site preparation including erosion and sediment control, a stabilized construction entrance, grading and pipework to prepare the site for Rampage Skateshop and Skatepark Equipment to construct a skate park (City Project 06-13-RE) in the amount not to exceed \$787,000, and rejecting all other bids
- [5.](#) Order 27,595 - authorizing the execution of a contract of sale to acquire 403-405 Central Avenue (Tax ID 22-005596) from Monica L. Stewart and Lucille Stewart for the purchase price of \$35,000
- [6.](#) Order 27,596 - authorizing the execution of a Memorandum of Understanding by and between the Mayor and City Council of Cumberland and Talkie Communications, Inc. pertaining to the construction, installation and maintenance of Talkie Communications, Inc.'s Backbone Network that is deployed within certain City owned Rights of Way
- [7.](#) Order 27,597 - authorizing the execution of an Outdoor Seating Lease Agreement with Azadarmaki Gholamreza (DBA Azad's) for the use of the public right of way immediately in front of and adjacent to the property for outside seating for a term effective November 4, 2024 through October 31, 2025

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Police Department Monthly Report for September 2024



City of Cumberland Department of Police

Monthly Report
September 2024



City of Cumberland Department of Police

Monthly Report

September 2024

Part 1 Crimes for the Month

	2023	2024		2023	2024		2023	2024		2023	2024
Aggravated Assaults	1	4	B & E (All)	13	19	Murder	0	0	Rape	4	1
Robbery	2	3	Theft - Felony	1	1	Theft - Vehicle	1	5			

Selected Criminal Complaints for the Month

	2023	2024		2023	2024		2023	2024		2023	2024
Theft - Misdemeanor	28	51	Theft - Petty	40	9	Domestic Assaults	19	23	CDS	28	37
Disturbances	155	160	DOP/Vandalism	23	20	Indecent Exposure	0	4	Sex Off - Other	7	3
Suicide	0	0	Suicide - Attmpt.	0	0	Tampering M/V	0	0	Abuse - Child	1	3
Trespassing	51	73	Assault on Police	3	3	Assault Other	41	34			

Selected Miscellenous Incidents for the Month

	2023	2024		2023	2024		2023	2024		2023	2024
Alcohol Volations	0	0	Juvenile Compl.	25	12	Missing Persons	8	9	School Resource	183	216
School Threat	0	1	Sex Off. Regist.	0	0	Truancy	0	0	Death Investigation	7	4

Selected Traffic Incidents for the Month

	2023	2024		2023	2024		2023	2024		2023	2024
DWI	11	7	Hit & Run	24	22	M/V Crash	57	63	Traffic Stop	510	274

Selected Service Calls for the Month

	2023	2024		2023	2024		2023	2024		2023	2024
Alarms	31	54	Assist Motorist	28	33	Check Well-Being	156	109	Foot Patrol	99	101
Assist Other Agency	75	87	Bike Patrol	0	0	Special Events	12	8	Suspicious Activity	98	95

Current Incident Status for the Month

	2023	2024		2023	2024		2023	2024		2023	2024
Open	24	81	Arrest	272	211	Closed	2633	2116	Suspended	51	43



City of Cumberland Department of Police

Monthly Report

September 2024

Arrests Totals for the Month

	2023	2024		2023	2024		2023	2024		2023	2024
M/V Citations	62	35	M/V SERO	2	2	M/V Warnings	445	237	Arrest on View Adult	43	48
Arrest On Crim. Cit.	30	26	Arrest Summons	44	35	Arrest Warrant Adult	54	64	Adult Crim.	164	167
Arrest Summon (Chrg)	41	29	Arrest Warrant (Chrg)	13	20	Juvenile Crim.	27	16	Arrest on View Juv	19	8
Arrest Warrant JUV	0	0	Emer. Petition	35	29	Fingerprinting	0	0	RunAway & Miss Per.	7	8
Civil Citation	1	0									

Total Incidents Reported :

2023	2024
2,980	2,451

Chuck Ternent - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

SEPTEMBER 2024

SWORN PERSONNEL: 49 SWON OFFICERS

Administration	7 officers
Squad D1	10 officers
Squad N1	8 officers
Squad D2	6 officers
Squad N2	8 officers
C3I/C3IN	5 officers
School Resource	2 officers
CAT Team	0 officers
Academy	3 officer

CIVILIAN EMPLOYEES: 7 full time, 5 part time

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

*=Grant funded

**=Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 578.5

COMP TIME USED: 209

SICK TIME USED: 258

YEAR TO DATE (beginning 07/01/23): 3,302.25

YEAR TO DATE (beginning 07/01/23): 326.5

YEAR TO DATE (beginning 07/01/23): 916.75

OVERTIME REPORT

OVERTIME WORKED: 269

HOSPITAL SECURITY: 86.84

COURT TIME WORKED: 312

YEAR TO DATE (beginning 07/01/23): 617.25

YEAR TO DATE (beginning 07/01/23): 308.86

YEAR TO DATE (beginning 07/01/23): 1002

File Attachments for Item:

1. Approving the Regular Session Minutes for October 1, 2024 and October 15, 2024, the Open Work Session Minutes for October 15, 2024, October 17, 2024, October 22, 2024 and the Closed Work Session Minutes for May 21, 2024 and July 16, 2024

Mayor and City Council of Cumberland

Closed Session Minutes

Allegany Museum, 3 Pershing St

2nd Floor Conference Room

Tuesday, May 21, 2024; 5:00 p.m.

The Mayor and City Council convened in public session followed immediately by a motion to close the meeting pursuant to Section 3-305 (b) (4) and (7) of the General Provisions Article of the Annotated Code of Maryland to discuss the development of parcels on the former Memorial Hospital site and to receive legal advice regarding the same.

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 Cioni, Eugene Frazier, Jimmy Furstenberg, and Laurie Marchini

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

Mayor and City Council of Cumberland

Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, July 16, 2024; 5:00 p.m.

On July 16, 2024, the Mayor and City Council met in closed session at 5:00 p.m. in the Council Chambers in City Hall to discuss Board and Commission Appointments and to consider the acquisition of real property for a public purpose and matters directly related to the acquisition. Authority to close the session is provided by Section 3-305(b)(1)(i) and (3) of the General Provisions Article of the Annotated Code of Maryland.

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

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

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk; Ruth Davis-Rogers; Historic Preservation Planner



Mayor and City Council of Cumberland

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

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

MINUTES

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

DATE: October 15, 2024

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

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

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

IV. Proclamations

1. Proclaiming October 21-25, 2024 as Economic Development week in Cumberland. Matt Miller spoke to the Economic Development Department and their intentions to keep things moving forward in the City of Cumberland. He expressed his appreciation

for the Proclamation and participated in a photo with the Mayor and City Council Members.

2. Proclaiming the month of October as Domestic Violence Awareness Month in Cumberland. Rhonda Pick, the Executive Director and Tanessa Cline the Deputy Director of the Family Resource Center expressed their appreciation and support from the Mayor and City Council members and for recognizing October as Domestic Violence Awareness Month. A photo was taken with the Mayor and City Council Members.

V. Director's Reports

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

(A) Administrative Services

1. Administrative Services Monthly Report for September 2024

(B) Public Works

2. Maintenance Division Monthly Report for September 2024

(C) Fire Department

3. Fire Department Activity Monthly Reports for August and September 2024

(D) Utilities- Flood, Water, Sewer

4. Utilities Division Water/Sewer/Flood Monthly Report for September 2024

VI. Approval of Minutes

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

1. Approval of the Closed Session and Open Work Session minutes of October 1, 2024 and the Open Work Session Minutes of October 8, 2024

Public Comments

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

VII. Unfinished Business

(A) Ordinances

1. Ordinance 3995 (*2nd & 3rd readings*) - authorizing the transfer of 336 Baltimore Avenue, 340 Baltimore Avenue, 342 Baltimore Avenue and 447-449 Waverly Terrace to TAC Investments LLC for the purchase price of \$400

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

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

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

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

VIII. New Business

1. Ordinance 3996 (*1st reading*) - authorizing the execution of 1) a contract for exchange of real estate for the exchange of real property owned by the Mayor and City Council at 308 Cumberland Street for the real property owned by William Friend at 417 Central Avenue and 2) the deed for the purpose of conveying the property located at 308 Cumberland Street to William Friend and 3) such supplemental documents as may be required to effect the transaction

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

(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 Cioni, and was passed on a vote of 5-0.

1. Order 27,581 - authorizing the sole source purchase of new turn out gear for nine (9) new hires from Fire Chasers Fire Equipment at a total cost not to exceed \$31,635
2. Order 27,582 - approving a \$10,000 Micro-Revolving loan for Arcadian Journeys, LLC for working capital associated with the purchase and renovation of 47 Baltimore Street for the term of a 60- month amortization period, 3% interest, first payment due January 2025, and no interest charged until January 1, 2025
3. Order 27,583 - authorizing the acceptance of the proposal from Percy Public Affairs, LLC to provide lobbying and government relations services in the amount not to exceed \$45,000 for the term November 1, 2024 through November 1, 2025
4. Order 27,584 - authorizing the Mayor to sign an Amended and Restated Tolling Agreement with CSX Transportation, Inc.
5. Order 27,585 - authorizing the execution of Change Order No. 1 with Marshall Ruby & Sons for additional work performed during the WRF Scum Pan Fiberglass Replacement project to remove, fabricate and reinstall the new SS mounts for the clarifier in an increased amount of \$3,870 bringing the total contract price not to exceed \$40,423
6. Order 27,586 - approving the sole source purchase from Sydnor Hydro for the purchase of one new Suction Base Elbow for the raw sewage pump at the Water Reclamation Facility in the not to exceed amount of \$29,500
7. Order 27,587 - accepting the proposal from responsive bidder Metro Recreation, Inc. for the 2024 Constitution Park Playground Equipment Replacement (City Project 2024-19-RECR) in the amount not to exceed \$180,000.00, and rejecting all other proposals received for this project
8. Order 27,588 - authorizing the execution of Change Order No. 5 with Triton Construction for additional work not specified in the original contract consisting of additional asphalt, modular suspended pavement system, additional granite for the Liberty St. Parklet Water Feature, the Mechanic Street 18" Waterline Tie-In and signs, for the Baltimore Street Access Project (City Project 12-16-M) in the amount of \$267,995.78, bringing the new contract value to \$15,188,116.52

9. Order 27,589 - approving the sole source proposal from Woodvalley Strategies to perform the ten year update of the City's Comprehensive Plan, as required by law, in the amount not to exceed \$40,000
10. Order 27,590 - authorizing a contribution to the Cumberland Economic Development Corporation (CEDC) in the amount not to exceed \$30,000 for consideration in the Settlement Agreement and Mutual Release between the CEDC and Al Lateef Properties

IX. Public Comments

All public comments are limited to 5 minutes per person

Ed Mullaney addressed the Mayor and City Council members on behalf of Let's Beautify Cumberland (LBC) and shared his observations from Rock the Block event that was held over the past weekend. He spoke to Chris Meyers, Carol, Becky McClarren and Dave Williams for the time and efforts put in to organizing the event. Alex Williams the winner of the Coney Island hot dog eating contest donated his winnings to the clock fund and \$2,000 was collected for parking that was applied to the clock fund. He went on to mention the great bands that performed and how nice it was to see Carl Belt being recognized for all their efforts in the community. Also, he mentioned the number of visitors that arrived on the train for the event and the increased sales from the local businesses. Everyone that contributed to the event did a wonderful job.

Chris Meyers addressed the Mayor and City Council members and wanted to present the analytics from the Rock the Block event that started three years ago. There were counters in place to collect attendance, 860 were in attendance during the Reagan Years performance and throughout the day 1,000 was captured in attendance. 36,000 followers on social media interacted with the content page with 68.2% being females, 32.1% being males, 60% were not local residents and the remaining 30% were also not Maryland residents. The event could be considered a destination event that could lead to people renting accommodations to stay in the area. He went on to mention the positive feedback he received from several merchants and that some had to turn business away due to lack of seating. The total cost for the event was \$22,207 that included 552 volunteers, promotional advertising was \$10K and was spent locally.

Chris went on to add that he invested over \$6K to the event and raised over \$11K from sponsors. The cost to bring in the Reagan Years is about a \$15K cost and rarely

perform at free events but free events drive the local economy. He noted the struggles that took place during the planning of the event and is seeking a better way to work with government departments for public events.

X. Adjournment

With no further business at hand, the meeting adjourned at 6:48 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____



Mayor and City Council of Cumberland

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

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

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, October 17, 2024; 4:00 pm

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

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

Media: Teresa McMinn, Cumberland Times-News and Chris Meyers, WCBC

I. UPDATE ON THE DOWNTOWN COMPREHENSIVE INVESTMENT PROGRAM

Stu Czapski provided an update on the Façade program that is nearing completion. He mentioned there are 24 properties involved in the program, 12 are completed, four have received first draw and work has started on eight properties. Over \$223K have been disbursed of the \$400K funds.

Residential properties are slower in progress due to them being larger projects, there are six total properties involved, one is completed and two have received first draw leaving a balance of \$155K remaining.

The Business attraction grant funds have been dispersed. Some of the businesses rental agreements have taken the road closure into consideration and reduced the monthly rent that will end in November. Queen City Creamery has received all of their funding and more disbursements are expected in November and December. Funds were disbursed to all who

applied and qualified under the guidelines and there is a waiting list should any remaining funds come available, details on how the process would be opened up again would not be known for several month.

Should the funding become available the CEDC would discuss with the Mayor and City Council members on preference of disbursing the funds. There may be needs for funding since the downtown project began 18 months ago so the CEDC will continue to accept Façade projects.

II. UPDATE ON THE DOWNTOWN SURVEILLANCE PROJECT

Matt Miller updated the Mayor and City Council of the CEDC receiving funding towards their efforts of enhancing public safety and used the \$90K to purchase a mobile surveillance camera, enhancement of the Police command center and camera installation at the Queen City Drive underpass. Matt disbursed a hand out to explain how the funds are being used.

A plan was discussed between the CEDC and the PD regarding options for mobile surveillance and the decision was made to move forward with Sentry Pro. The device is equipped with two PTZ (Pan tilt zoom) cameras along with two mid-range PTZ cameras, two 180 -degree bandwidth detection devices, one two-way speaker, one MVR and a 10 – day backup battery. The Police department can activate the system in less than 10 minutes from any location with cell reception and live feed can be accessed remotely 24 – hours a day.

The Motion detection feature will sound an alarm and signal the monitoring officer when motion is detected within 5 feet of the unit and will provide a pre-recorded alert or give the Officer the ability to communicate.

A video was provided of an overview of the equipment.

Matt explained that the only recurring cost would be the data plan that the Police Department would absorb, the turn around would be two weeks with the hopes of receiving it before the Ghouley Crawl. Research has shown that the presence of the device prevents activity. The next phase would include updating the monitoring system for the Police Department at a cost of \$235,700 and is 100% grant funded.

III. GENERAL CEDC BUSINESS UPDATE

1. Ride into the Future Raffle – The CEDC is sponsoring a raffle to support the Downtown restaurants. The raffle consists of 10 chances to be the 1st to legally drive down Baltimore Street. Proceeds could be used to purchase outdoor furnishings for the restaurants and tickets can be purchased for one chance for \$10 or five chances for \$45, so far sales are at \$675.

2. Marketing Initiative - The CEDC received a \$50K grant to implement a marketing plan for project promotion which will allow the success story of the City of Cumberland to be shared while collaborating with other entities to generate revenue. A portion of the funding will be used to hire a professional marketing consultant to oversee the plan. An RFQ was issued to solicit qualified applicants to provide a proposal and interviews are currently being conducted, announcement of the award finalist should be available within the next week.
3. Messick Road Site – Western MD Lumber has cleared timber from the property along the road and created an access site. Funding is needed and being actively pursued to execute a grading plan and should yield 13-14 acres. Engagement has taken place with businesses interested in relocating to the site as well as an engineer to put together a plan. Due to the high cost of excavation, this plan is net neutral because all of the dirt removed will stay on site. ARC could possibly fund 70% of the \$1.5M total.
4. Grand Reopening – The CEDC has partnered with Julie Westendorff to celebrate the conclusion of the Baltimore Street project on November 16, 2024 that begins at Noon with a parade and followed by a scavenger hunt to engage interaction with new features. There will also be six bands playing throughout the day, logistics for street closures are still being worked through.

Matt ended by updating the Baltimore Street project was submitted to the Maryland Economic Development Association (MEDA) for project of the year award and are will not be awarded until Spring of 2025.

When asked to provide the different phases of the Surveillance Project, Matt provided the following details:

- Phase 1 – installation of 11 cameras with supporting equipment along with the main server that is located in the Lila building.
- Phase - 2 is a continuation with the addition of three more cameras for a total of 14 camera pods that each house three cameras to provide 42 camera views throughout downtown. The Police Department provided data showing a decrease in crime since camera installation.
- Phase 3 – Installation of Camera Trailer

IV. ADJOURNMENT

With no further business at hand, the meeting adjourned at 4:43 p.m.
Respectfully Submitted,

Allison K. Layton _____
City Clerk

Minutes approved on _____



Mayor and City Council of Cumberland

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

City Administrator Jeffrey F. Silka
City Solicitor Michael 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, October 22, 2024; 4:30 pm

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

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

I. UPDATE FROM RICH REINHARDT WITH PERCY PUBLIC AFFAIRS

Mr. Reinhardt presented the Mayor and City Council members with some updates from Annapolis but pointed out that budget is the primary focus right now. A better understanding of what that looks like will be available when the Legislative package from the Governor is available.

The report showed a balance remaining of \$479 Million dollars for FY24. The States funds of \$1.06 Billion as of June 30 and \$580 Million is appropriated to FY25. Total revenues exceeded estimates by \$217 Million.

Estimates from the Board of Revenue show that Maryland will see \$25 Billion in general funds which is a \$88 Million boost since the March estimates and anticipating the same amount for FY26 that begins in July.

He went on to add the possibility that some members of the House or Senate may propose tax increases or fee increases. The Governor has stated a high threshold has to be in place for new taxes to be implemented and he stands firm in not wanting to see tax increases for Maryland residences. Mr. Reinhardt anticipates service tax bills or other fees being introduced. There has been discussions around gaining expansion around gaming and lottery to offset fiscal concerns and evaluating the revenue from them to prevent tax increases.

Mr. Reinhardt explained that some time ago there was a bill increasing taxes on service-related transactions that is no longer in effect and as a result, there were concerns about how the state would make money due to a deadlock on gaming expansion. There was a large number of services that were nonexempt in the state of Maryland so a new Service bill was introduced again that all services would be exempt however, that bill did not pass.

Next, he went on to discuss the Maryland Municipal League (MML) and their session priorities for next year.

The first priority would be for the alignment of the speed camera program with the red-light program which enables municipalities to use trained staff for citation certification. If the bill remains the same it would only apply to a municipality that does not have a maintained police force.

The next bill of consideration would expand revenue through the increase in amusement fees and is strictly a discretionary authorization. MML is advocating the authority to be implemented for the local fee of 2% on local food and beverages. If the bill is similar to last year, it would be authorizing counties and municipalities to impose the local admission and amusement tax up to 2% on gross receipts derived from sales on specific food or beverages at a place where there are facilities for consumption of food or beverages on premises.

It was noted the bill would affect brick and mortar establishments but not food trucks and reevaluating food truck fees is something that would need to be addressed. Support of the bill does not mean enforcement from a municipality, however, if the County Commissioners enforce it, the fees would be in place at establishments in those parameters.

He went on to discuss the FY25 budget allocation for Evitts Creek phase four is coming together. Governor Moore announced a new grant management system to oversee capital grants and allows users to follow the progress and when to expect a status update for the project. An email with a checklist and links was shared with the Mayor and City Administrator.

Next year the goal for \$350K would be a focus for the Mechanic and Harrison Street intersections. A request for the funds was submitted back in June and received and he feels that our requests are modest and the Governor is aware of the needs for Cumberland next year. His presence has been more than anticipated and he sees that Cumberland is on the map.

Mr. Reinhardt ended by thanking Councilwoman Marchini and Melinda Kelleher for the collaboration for the ribbon cutting ceremony coming up and mentioned Coke is sponsoring the event. Some of the State representatives will be at the ceremony and he feels there are opportunities to work with them beyond the event as far as grants and programs available for community development and education.

II. ADJOURNMENT

With no further business at hand, the meeting adjourned at 5:18 p.m.

Respectfully Submitted,

Allison K. Layton
City Clerk

Minutes approved on_____



Mayor and City Council of Cumberland

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

City Administrator Jeffrey F. Silka
City Solicitor Michael 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, October 15, 2024; 4:30 pm

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

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Michael Cohen; City Solicitor; Bobby Smith, City Engineer; Shannon Adams, Fire Chief

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

I. BRIEFING ON SPEED CAMERAS

Chief Ternent briefed the Council members regarding the issue of complaints of speeding and provided information found during research of speed cameras in Maryland. There is a county Ordinance that states no police officer may utilize a traffic photo monitoring device on public roadways however, there is a stipulation saying nothing in the section prohibits the use of traffic photo monitoring device on roadways maintained by the state of MD or municipal government so the county law does allow them. There is a state code regarding the use of cameras and they can be used in a school zone area a ½ mile from school property, the schools in the area have been mapped out and do meet the stipulations. Use of the cameras would require an Ordinance being passed by the Mayor and City Council members and a defined outline of what a school zone is would need put in place as well.

Along with installing the camera, placement of signs acknowledging a school zone are required and would come at a cost from the City. Speed camera placement must be indicated with signage that comes at a cost to the vendor. It is recommended that a third party approved contractor by the state of MD is used, they provide their own speed study of the streets meeting the criteria, install and maintain their equipment and liaison with the Police Department for the issuance of citations. Once the vendor fee has been satisfied, the remaining portion would go to the City.

The Citations would not add points the driver's license, would not exceed an amount more than \$40. When speed exceeds 12MPH or more, the citation is issued to the owner of the vehicle, not the driver. Cameras are only active Monday-Friday from 6:00 AM -8:00 PM. A sworn Police officer would need appointed as an administrator to receive the citation information and confirm the details are correct along with attending court if the defendant challenges it. Managing the program could create a burden due to the cost of utilizing officers that may need to be addressed at some point. The vendor would be responsible for issuing refunds in the event of any errors on their end. A discussion took place about areas in the City that would be of benefit to the cameras and all agreed that looking in to the Ordinance was in the best interest of the City. Chief Ternent agreed to set up a presentation with the vendor that would provide the service.

II. DISCUSSION ON CHURCH/BUTLER ALLEY PARKING ISSUE

Robert Smith addressed the Councilmembers in regards to a previous discussion around parking spaces for residents of the adjacent buildings and pointed out that six of the parking spaces on the left-hand side do not meet ADA requirements but if there are converted to permit spaces, meeting ADA requirements is not an issue. Four to six additional spaces can be added along with the six already designated. Determination needs acquired of how many residents want to purchase a permit so those parking spaces can be identified. The right -hand side would identify no parking areas and could be used for encroachment agreements for dumpsters. Other areas that would be identified as no parking include in front of doors and sprinklers and the McMullan Building to George Street. Adding additional parking spaces can be evaluated and discussed if needed.

Loading/unloading areas are identified but the recommendation is to remove the signage due to the areas being in a no parking area and would blocking the road. Robert said that if the City would like more handicapped spaces identified he can look in to configurations and bringing it to the Mayor and City Council for consideration.

III. UPDATE ON THE SKATEPARK

Mr. Silka began the discussion by updating the budget for the project of \$575K and the lowest bid received was for \$787K putting the total budget over \$212K. At this time, reducing the size of the project is in the best interests. The original bid from the skatepark contractor was \$484K and is now at \$601K for concrete which includes the general contractor fee of 5%. The original amount budgeted for the City was \$550-600K and did include a substantial amount that was cut out of the design. A discussion was held with the Finance Department to discuss allocating the \$212K from the unassigned fund balance and they confirmed this was possible.

A question about other funding sources was brought up and it was confirmed that was explored but unfortunately due to the high cost, it was not successful. At this time a decision needs to be made to move forward due to the cost increasing and the ARPA funds only being available until July. The County is committed to \$250K, \$325K of ARPA funds and the remainder from the City. It was suggested and agreed by all that a phone call to the county would be beneficial to see if they would consider splitting the additional costs with the City and if that is not an option moving forward with the Skatepark was unanimous.

IV. CONTINUED DISCUSSION SURROUNDING THE CITY'S MISSION STATEMENT MAYOR AND CITY COUNCIL UPDATES

Mr. Silka addressed the Mayor and City Council in regards to the Mission statement and mentioned the first sentence should be the Mission of the City and the primary purpose. Council members read their statements and discussed using pieces of each other's and building on the goals and visions so that key points are included and interest is not lost. The context of how the statement explains the mission was discussed and ideas will be put together for a later discussion.

V. REVIEW OF THE PUBLIC MEETING AGENDA OF OCTOBER 15, 2024

Mr. Silka addressed a few Orders on the agenda he wanted to review with the Council members:

Order # 1 the purchase of Turn out gear for Fire Department new hires

Order #3 the proposal for Percy Public Affairs for renewing the contract for Rich Rhinehart

Order #9 regarding the comprehensive plan for the City provided by Woodvalley Strategies and explained the urgency to have this completed by next year and due to the reasonable cost a bidding process is not necessary.

VI. MAYOR AND CITY COUNCIL UPDATES

- Council members attended Rock the Block this past weekend and mentioned the great turnout for a first -time event and noted the effort Chris Meyers put forth. Also, the grand opening of the Community Café was held and they are currently open only on Sunday's from 12:00-2:00 PM.
- The Halloween event at the Constitution Park is October 27, 2024 from 4:00-7:00 PM and is still in need of some volunteers. There will be a haunted trail and a costume contest as well as the Halloween parade to follow on October 30, 2024 and October 17, 2024 will be the Trunk or Treat at White Oaks shopping plaza.
- Lights still need installed for the Downtown project and bike racks will be installed on Liberty and Centre Streets.
- Transition to a Main Street model with a two-tiered structure is under way with the help of Larry Jackson and Sandi Saville.
- Registration portals are now available for the scavenger hunt and parade for the Community Day event, both activities are advertised on social media platforms.
- Ride in to History will be November 13, 2024 at 9:00 AM and raffle tickets are selling fast with all proceeds going towards restaurants affected by construction.
- Recent visits from Governor Morre, Former Governor Hogan and Congressman Trone have been received and students from Columbia University who visited the area last week are using Cumberland as a role model for a Master's project that six students will be complete on different areas of Cumberland.
- October 23, 2024 Jake Day will be touring Baltimore Street and October 24, 2024 Allegany College of Maryland Students will be touring as well.
- Grant opportunities are still available, 74 Baltimore Street received a grant to repair the wall of the building and is using the leftover funds to offer a new business free rent for the first year. The Arcadian received approval from the Historic Preservation Committee for façade approval with matching funds up to \$10K. Grant opportunities are available on National, State and Local levels.
- Habitat for Humanity in LaVale is now open.
- Leadership Allegany is November 7, 2024, any ideas to ensure it aligns with government priorities are welcome. Dr. Bambara from Allegany College has been honored to receive the Icon award from the Daily Record.
- Councilwoman Marchini participated in the Candidate forum last week
- The service for Paul Green was mentioned and his involvement in the commercial development in the City for 40 years.
- During a recent visit to Kentucky, Mayor Morriss visited with Dr. Gates and he had some positive feedback regarding Cumberland.
- October is Breast Cancer Awareness month.

VII. ADJOURNMENT

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

Respectfully Submitted,

Allison K. Layton
City Clerk

Minutes approved on_____



Mayor and City Council of Cumberland

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

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: October 1, 2024

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

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

Also Present: Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk;
Shannon Adams, Fire Chief; Chief Ternent, Robert Smith; City Engineer

IV. Statement of Closed Meeting

On October 1, 2024, the Mayor and City Council met in closed session at 4:45 p.m. in the 2nd Floor Conference Room in City Hall to receive legal advice regarding the Memorial Hospital Settlement Agreement. 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. Presentation of awards given in recognition of employee career milestones:

5 years

Chief Adams spoke to Kaden Malone who started his five years of service with the Fire Department and as a Paramedic July 16, 2019 and has obtained extra driver status for operating heavy equipment and recently became a hazardous material technician. A photo was taken with Kaden, his family and the Mayor and City Council members.

Chief Adams spoke to Eli Crowe who started his career with the Fire Department on July 15, 2019 and has earned extra driver status. He is also an academy instructor, provides Fire, EMS and special operations training. A photo was taken with Eli, his wife and the Mayor and City Council members.

Matt Miller spoke to Jill Sibley and expressed his appreciation for all that she does and how exemplary of an employee she is. Along with being very dependable every day, she is also a very devoted mom to her children and very involved in their various sports activities. Matt congratulated her for her five years of employment and a photo was taken with the Mayor and City Council Members.

10 Years

Robert Smith spoke to Julie Thorton who has been with the City's Engineering Department for 10 years as a Tech II. She manages a great deal of requests and we are very proud of what she has done in 10 years and anticipate what she brings in the next 10 years. A photo was taken with the Mayor and City Council Members.

Chief Ternent spoke to Shelly Broadwater who has been with the Police Department in the patrol division. Shelly has earned several specialties and aids in various situations such as hostage, crime scene technician, helps with

recruitment and a field training. Shelly was a senior patrolman position and is now a Corporal running her own shift. She has taken the initiative to mentor younger officers and we are very proud to have her in our Department. A photo was taken with Shelly, her family and the Mayor and City Council members.

20 Years

Chief Adams spoke to Lieutenant Paramedic Steven Adams who has been with the Fire Department for 20 years. Steven began his career on August 31, 2004, was promoted to Equipment Operator and shortly after was promoted to Lieutenant. Steven has received extra driver status, a Paramedic instructor with Garrett College, coordinator with special Ops program, trained with Swiftwater confined space as well as rope and hazmat tech. A photo was taken with his wife family and the Mayor and City Council members.

45 Years

Robert Smith spoke to John Devault and could not say enough about the value that he brings to the City of Cumberland and says that the Baltimore Street would still only be a design had John not been involved. He went on to express how honored the City has been to have him as an employee and how hard it would be to fill his role upon his retirement. A photo was taken with John and the Mayor and City Council members.

V. Director's Report

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

(A) Engineering Division

1. Engineering Division Monthly Report for September 2024

Public Comments

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

VI. Approval of Minutes

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

1. Approval of the Closed Work Session minutes from August 5, 2024 and the Open Work and Regular Session Minutes from September 17, 2024

Public Comments

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

VII. Public Hearing

1. Public Hearing to receive comment on the Consolidated Annual Performance Evaluation Report (CAPER) for the 2023 FY, Presented by Lee Borrer, Senior Community Development Specialist.

Convene: 6:38 PM

No Public Comments

Hearing Adjourned: 6:48

VIII. Public Comments

All public comments are limited to 5 minutes per person

Janet Heavner - of White Avenue expressed her concern for food and drinking ban and went on to say she feels the Ordinance goes against values of caring for those who are not well off. She does recognize the issue that is taking place in the Riverside Park and that it is not acceptable. She feels that the ban goes against rights outlined in the Constitution and mentioned that George Washington himself left instructions with his groundskeepers to care for the house and take care of those in need. She went on to say that our Country has spent decades penalizing homeless and our jails house many homeless people that have not committed violent crimes. She asked about tourists who visit the area and if they are allowed to take a drink with them.

Elliot Slater – 632 Maryland Avenue addressed the Mayor and City Council that half of the renters in Cumberland spend more than 30% of their income on their rent and 1 in 5 spend more than 50% on their rent and went on to say those that meet that criteria have a higher risk of becoming homeless and joining those who frequent the Riverside Park for a meal. Having experienced homelessness herself policies such as this ban feels as though the City would rather prohibit her instead of showing support. Working 40 hours a week above minimum wage she still struggles to survive and laws prohibiting eating should not be enforced.

Melissa Worts – read a poem titled “What would you do” which asks the question “What do you do” when you do not have the income for basic survival needs such as rent, food, medicine, Dr. bills, utilities, etc...

Ginger Lee – addressed the Mayor and City Council that she moved to Cumberland 15 years ago due to the low cost of living and has been on disability for seven years. With her current income she qualifies for energy assistance and a small amount of food stamps. Over half of her income is dedicated to utility bills that have increased and after paying her bills there is not much leftover for food, a situation that has left her to face filing bankruptcy. She feels as though she is months away from homelessness and said if this is how the City treats the homeless, she does not want to live here.

Todd Churos – was present with United Workers and addressed the Mayor and City Council that the problem in the City is that people cannot afford housing and basic needs and banning eating in a park does to resolve the issue and feels that the State and Federal Governments need to work on addressing affordability by providing good paying jobs, affordable housing and healthcare. He went on to say that he also spent some time in Carroll County and the same issue is present there as well. This is an issue statewide and we need to come together to address affordability. According the United Way more than 40% of MD residents do not make enough to survive, the answer is affordability. He went on to address that poverty is the top 4 causes of death in our Country, and feels the City Council has made it illegal to sleep and now to eat.

Matt Leah – Feels that it is very dangerous to write an Ordinance to enforce a law and that the Ordinance is writing one law to address another one.

Mayor Morriss thanked all who attended and spoke their thoughts and advised all that the Ordinance being voted on was not done so without thought and consideration and that himself and the Council Members are aware the issue in our City. He went on to point out that Lee Borrer’s presentation highlighted the money that is provided towards homeless and crisis centers and pointed out that the State of MD is down approximately 95,000 housing units. This ban is being enforced for public safety.

Councilman Cioni added that the City has invested \$750K to Pastor Ziler for his efforts at the Union Rescue Mission who plans to house and prevent people from falling deeper in to poverty at the new location on Centre Street.

Councilwoman Marchini also addressed that while the City made that investment, the City also provides a lot of assistance to the YMCA to obtain funds to provide programs that provide assistance with substance abuse and to help provide a “hand up” to help put get them back on their feet during a transition. She went on to say that the City is not saying that eating in a public park is discouraged but what is taking place at the George Washington’s cabin is distracting from the history and this ban is needed to protect the property.

Councilman Frazier also spoke to the issue and informed those in attendance that he donates to several organizations and noted that the Daughters of American Revolution want to bring groups to the City to visit the George Washington headquarters and spend money so we have money to aid in addressing issues, therefore preserving the Headquarters is a necessity.

IX. Unfinished Business

(A) Ordinances

1. Ordinance 3993 (*2nd and 3rd readings*) - providing for the closure of (1) a portion of Cat Alley located between but not abutting Maryland Avenue on the Northeast Side and Park Alley on the Southeast Side and (2) a portion of an unnamed alley abutting the South Side of Cat Alley, and running Southeast to Cecelia Street, with both portions being located in the City of Cumberland, Allegany County, Maryland

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

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

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

2. Ordinance 3994 (*2nd and 3rd readings*) - to enact Section 15-56 of the Cumberland City Code prohibiting food and beverages at the Riverside Parklet

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

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

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

X. New Business

(A) Ordinances

1. Ordinance 3995 (*1st reading*) - authorizing the transfer of 336 Baltimore Avenue, 340 Baltimore Avenue, 342 Baltimore Avenue and 447-449 Waverly Terrace to TAC Investments LLC for the purchase price of \$400

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

1. Order 27,572 - authorizing the Chief of Police to accept the FY25 State Aid for Police Protection Fund grant in the amount of \$539,642 to be used exclusively to provide adequate police protection in the qualifying municipality of Cumberland, Maryland
2. Order 27,573 - authorizing the Chief of Police to accept the FY25 Police Accountability, Community and Transparency (PACT) Grant entitled 2025 CPD BWC Project in the amount of \$40,000 to assist with the annual body camera hardware/software costs
3. Order 27,574 - declaring certain equipment to be surplus property and authorizing it for sale, trade in, scrap or disposal
4. Order 27,575 - approving the reappointment of Garland Kearney to the Cumberland Housing Authority Board of Commissioners for the five-year term expiring October 31, 2029

5. Order 27,576 - approving the sole source proposal from Cargill, Inc. to provide road salt for an amount not to exceed \$200,000 for the term September 1, 2024 - August 31, 2025, with pricing obtained through the statewide contract
6. Order 27,577 - accepting the bid from Belt Paving, Inc. to provide full depth asphalt repair as well as some milling and overlaying on a portion of Kelly Road (City Project 2024-04-TRFC) in the amount not to exceed \$153,334
7. Order 27,578 - declaring certain City-owned property to be surplus and authorizing it for sale
8. Order 27,579 - authorizing a Special Taxing District residential exemption for 55 Baltimore Street in the amount of \$1,051.08
9. Order 27,580 - authorizing the execution of an Outdoor Dining Lease Agreement with Frank and Stein's Beverage (DBA Downtown D'Atri Pasta & Subs) 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 October 1, 2024 through October 31, 2025

XI. Public Comments

All public comments are limited to 5 minutes per person

Ron Maier addressed the Mayor and City Council concerning the smell from the sewage treatment plant and how terrible it has become. Bobby Smith advised that due to an anaerobic digester that has been down for a few years and that if there is fog in the area there is nowhere for the smell to escape. The City is aware of the issue and are working with a consultant to get it repaired.

Kathleen Heinrich addressed the Mayor and City Council and spoke of the interview the Mayor attended on WCBC on September 25, 2024 regarding the influx of immigrants across the nation and many of those being here illegally and how Programs in place such as the Relocation Program cause concern of illegal immigrants relocating to the area. She then quoted the Mayor saying that we do not see any issues with immigrants that are here and will address any issues as they arise. Kathleen went on to mention the issues going on in Springfield OH, across the border in PA and the Venezuelan gangs in CO and saying that she has heard rumors that busloads of illegal immigrants have come to Cumberland and asked the Mayor why he went on WCBC to address this if we do not have an issue with it.

Mayor Morriss responded to Kathleen that when he is hosting an interview, he responds to every question that he is asked and went on to inform her that the issue she is speaking about was in response to the Cumberland Relocation Program and the erroneous comments on Facebook accusing the City of Cumberland allowing illegal immigrants to reside. The accusations are due to the fact that the time was not taken to read the

Relocation Program in its entirety. Mayor Morriss affirmed that if an issue arises with illegal immigrants, it will be addressed.

Ms. McGreevy who is a lifelong resident of Cumberland went on to address the Mayor and City Council members that she belongs to a prayer group and they have been praying for spiritual and economic revitalization for the City and will continue to do so after hearing all of the concerns addressed at tonight's meeting.

Darlene Chane- passed on speaking

Zach Ruppert – passed on speaking

XII. Adjournment

With no further business at hand, the meeting adjourned at 7:38 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____

File Attachments for Item:

1. Ordinance 3996 (*2nd and 3rd readings*) - authorizing the execution of 1) a contract for exchange of real estate for the exchange of real property owned by the Mayor and City Council at 308 Cumberland Street for the real property owned by William Friend at 417 Central Avenue and 2) the deed for the purpose of conveying the property located at 308 Cumberland Street to William Friend and 3) such supplemental documents as may be required to effect the transaction

ORDINANCE NO. 3996

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO AUTHORIZE THE EXECUTION OF (1) A CONTRACT FOR EXCHANGE OF REAL ESTATE FOR THE EXCHANGE OF CERTAIN SURPLUS REAL PROPERTY OWNED BY MAYOR AND CITY COUNCIL OF CUMBERLAND LOCATED AT 308 CUMBERLAND STREET, CUMBERLAND, MD 21502 FOR THE REAL PROPERTY OWNED BY WILLIAM FRIEND LOCATED AT 417 CENTRAL AVE, CUMBERLAND, MD 21502, (2) A DEED FOR THE PURPOSE OF CONVEYING THE PROPERTY LOCATED AT 308 CUMBERLAND STREET TO WILLIAM FRIEND, AND (3) SUCH SUPPLEMENTAL DOCUMENTS AS MAY BE REQUIRED TO EFFECT THE TRANSACTION CONTEMPLATED BY THE SAID CONTRACT FOR EXCHANGE OF REAL ESTATE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of the real property located at 308 Cumberland Street, in the City of Cumberland, Allegany County, Maryland;

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

WHEREAS, William Friend is the fee simple owner of a certain of the real property located at 417 Central Avenue, in the City of Cumberland, Allegany County, Maryland;

WHEREAS, William Friend desires to exchange the real property located at 417 Central Avenue for the real property located at 308 Cumberland Street as an even trade pursuant to the terms of a Contract for Exchange of Real Estate, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Mayor and City Council of Cumberland deem it to be in the interest of the City to enter into the said Contract for Exchange of Real Estate in that the City is acquiring property on Central Avenue for open space, at least for the immediate future.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor be and he is hereby authorized to execute the Contract for Exchange of Real Estate attached hereto as Exhibit A;

SECTION 2: BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute a deed in the form attached hereto as Exhibit B or in a similar form deemed to be acceptable to the City Solicitor, conveying the real property and improvements thereon, if any, located at 308 Cumberland Street, Cumberland, MD 21502 to William Friend in exchange for his conveyance of the real property and improvements located at 417 Central Avenue to Mayor and City Council of Cumberland;

SECTION 3: AND BE IT FURTHER ORDAINED, that the city Solicitor be and he is hereby authorized to execute a closing statement and such other documents as may be required or expedient for the purpose of facilitating and completing the closing for the transactions contemplated by the terms of the Contract for Exchange of Real Estate attached hereto as Exhibit A and he is further authorized to deliver the deed executed by the Mayor and City Clerk to William Friend at the said closing; and

SECTION 4: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this ____ day of November, 2024.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

CONTRACT FOR EXCHANGE OF REAL ESTATE

THIS CONTRACT FOR EXCHANGE OF REAL ESTATE ("Contract") is made by and between **Mayor and City Council of Cumberland** (the "City"), a Maryland municipal corporation, and **William Friend** and is effective as of the date it is fully executed by the parties hereto, the said date hereinafter being referred to as the "Effective Date."

Section 1 - Definitions

1.1. "417 Central" means the parcel of real estate and the improvements thereon located at 417 Central Avenue, Cumberland, MD 21502, which is currently owned by William Friend and is more particularly described in the deed to him from Vonnie M. Duckworth dated August 30, 2022 and recorded among the Land Records of Allegany County, Maryland (the "Land Records") in Book 2825, Page 95. 417 Central is identified as Tax ID No. 22-0014412.

1.2. "308 Cumberland" means the parcel of real estate and the improvements thereon located at 308 Cumberland Street, Cumberland, MD 21502 which is currently owned by the City and is more particularly described in the deed to it from Jason M. Bennett, Director of Finance, Allegany County, Maryland, dated April 30, 2024 and recorded among the Land Records in Book 2964, Page 282. 308 Cumberland is identified as Tax ID No. 06-007686.

1.3. "Closing" means the consummation of the property transfers contemplated by the terms of this Contract.

1.4. "Date of Closing" means the date listed in **Section 6.1** of this Contract or, if modified pursuant to the terms of this Contract, the actual date when the matters described in **Section 6** are performed.

1.5. "Encumbrance" means any mortgage, judgment, lien, security interest, charge or other encumbrance except (a) any use and occupancy restriction of public record, privately or governmentally imposed, and generally applicable to properties in the immediate neighborhood of the Property; (b) publicly recorded easements for public utilities; and (c) other easements which may be observed by an inspection of the Property.

Section 2 - Agreement of Exchange

2.1. The City agrees to transfer 308 Cumberland to William Friend simultaneously with the transfer of 417 Central to the City from William Friend, and William Friend agrees to this transaction as well.

Section 3. Consideration

3.1. No consideration shall be payable from either party to the other in connection with transactions contemplated by the terms of this Contract. The exchange of the properties and the covenants and agreements related to this exchange constitute the sole consideration under this Contract.

Section 4 - Warranties and Condition of Title.

4.1. Title to 308 Cumberland and 417 Central shall be good and merchantable and free of all Encumbrances.

4.2. If any title defect is revealed that causes either 308 Cumberland or 417 Central to be unmerchantable and to which the transferee of that property objects, the provisions of this **Section 4.2** shall apply.

4.2.1. If the title defect consists of an Encumbrance, which can be satisfied by the payment of a certain sum, the transferor of that property may elect to pay the Encumbrance and proceed to Closing or cancel this Contract.

4.2.2. If the Encumbrance is not such that it can be satisfied by the payment of a certain sum, the transferor of that property may elect to satisfy the Encumbrance, in which event the Date of Closing may be postponed for a period not to exceed thirty (30) days, except upon the written consent of the parties, to enable the transferor to satisfy the Encumbrance. If the Encumbrance cannot be satisfied on or before the Date of Closing and if the transferor either does not elect to satisfy the Encumbrance, or, having so elected, fails to do so, the transferee may either accept the property with the Encumbrance against it or cancel this Contract.

4.2.3. In the event a title defect is discovered by either party, written notice of that defect and the manner in which the party discovering the defect wishes to proceed in regard to the matters addressed in **Section 4.2.1** and **4.2.2** above must be provided to the other party before Closing. Any party who fails to provide this written notice in a timely manner shall have waived their rights under **Section 4.2** of this Contract.

4.3. The City makes no representations or warranties concerning the condition of 308 Cumberland. William Friend acknowledges that he had the opportunity to inspect it and agrees to accept it in its "as is" condition as of the Date of Closing.

4.4. William Friend makes no representations or warranties concerning the condition of 417 Central. The City acknowledges that it has had the opportunity to inspect 417 Central and agrees to accept it in its "as is" condition as of the Date of Closing.

Section 5 – Risk of Loss

5.1. Until such time as Closing is completed, risk of loss for 417 Central resides with William Friend. Until such time as Closing is completed, risk of loss for 308 Cumberland resides with the City.

Section 6 - Closing

6.1. Closing shall be not later than forty-five (45) days from the date of the City's passage of an ordinance authorizing the consummation of the transactions described in this Contract. It is understood that, as a condition precedent to the approval of this Contract, the City must declare 308 Cumberland to be surplus property and wait a minimum of twenty (20) days before proceeding with the passage of an ordinance authorizing the execution of this Contract and the deed effecting the

conveyance of 308 Cumberland to William Friend and further authorizing the consummation of the transactions contemplated by the terms of this Contract. Both the entry of the order declaring 308 Cumberland to be surplus property and the passage of the ordinance will be addressed during the course of the City's biweekly regular meetings.

6.2. At Closing, the City shall deliver to William Friend a quitclaim deed in recordable form conveying fee simple title to 308 Cumberland to him.

6.3. At Closing, William Friend shall deliver to the City a quitclaim deed in recordable form conveying fee simple title to 417 Central to him.

6.4. The City Solicitor and City Administrator are authorized to consent to extensions of the Closing Date on the City's behalf.

Section 7 - Adjustments and Allocations

7.1. State, county and municipal taxes and water and sewer service charges and other public charges with respect to 308 Cumberland, if any, shall be apportioned to the date of Closing. William Friend shall assume and pay these charges after the date of Closing. The City shall be responsible for the portion of said costs that accrued prior to and through the Date of Closing.

7.2. The City shall abate the taxes due on 417 Central and will seek abatement of the taxes due to the County and shall pay the unabated portion of those taxes.

Section 8 – Default

8.1. Either party may seek the specific performance or cancellation of this Contract as their sole remedy in the event of a default. If either party institutes litigation to enforce the terms of this Contract, the prevailing party in such litigation shall be entitled to judgment for the reasonable legal fees, court costs and litigation expenses incurred in enforcing the terms of this Contract.

Section 9 - Miscellaneous

9.1. Time is of the essence under each of the terms of this Contract.

9.2. This Contract, covering real property located in the State of Maryland, shall be construed according to Maryland law.

9.3. This Contract shall bind upon and run to the benefit of the parties, and their respective heirs, personal representatives, successors and/or assigns.

9.4. Neither party may assign his/its rights under this Contract except upon the written consent of the other party.

9.5. This Contract may be modified only by a written document signed by each of the parties to its terms.

9.6. This written document embodies all of the agreements between the parties. Neither party is relying upon any statement or representation not contained in this written document.

IN WITNESS WHEREOF, the parties have executed this Contract on the date written beneath their signatures below.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL
OF CUMBERLAND

Allison Layton, City Clerk

By: _____
Raymond M. Morriss, Mayor

Date

William Friend

Date

EXHIBIT B

NO TITLE SEARCH PERFORMED

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

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) and for other good and valuable considerations, the receipt of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, his personal representatives, heirs and assigns, all of the City’s right, title, interest and estate in and to the following-described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Election District #6 of Allegany County, Maryland and known as 308 Cumberland Street, Cumberland, Maryland and more fully described as follows:

BEGINNING at a point on the southerly side of Cumberland Street distant North eighty-three degrees and thirty minutes West seventy-five feet from the intersection of the southerly side of Cumberland Street and the westerly side of Lee Street it being also the end of the first line of the lot conveyed to Helen C. Sloan by John T. Taylor and others by deed dated May 23, 1906, and recorded in Liber No. 98, folio 635, of the Land Records of Allegany County, and running thence with the southerly side of Cumberland Street North eighty-three degrees and thirty minutes West twenty-eight feet and eight inches to the end of the fourth line of the lot conveyed by John T. Taylor and wife to Thomas J. Morehead by deed dated August 22, 1902, and recorded in Liber No. 90, folio 591, of said Land Records, and running thence with said fourth line reversed as its prolongation South six degrees and thirty minutes West one hundred and seventy-six feet, then South eighty-three degrees and thirty minutes East twenty-eight feet and eight inches, then parallel with the second line thereof, North six degrees and thirty minutes East one hundred and seventy six feet to the place of beginning.

IT BEING the same property described in the deed from Jason M. Bennett, Director of Finance, Allegany County, Maryland, to Mayor and City Council of Cumberland, dated April 30, 2024, and recorded among the Land Records of Allegany County, Maryland in Book 2964, Page 282.

SUBJECT TO all outconveyances, use and occupancy restrictions, privately or governmentally imposed and generally application to properties in the immediate neighborhood

of the property conveyed hereby, reservations, agreements, rights of way, easements and other matters of record, and to easements or other matters which can be observed by a careful inspection of the property.

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

TO HAVE AND TO HOLD the above-described property unto the Grantee, his personal representatives, heirs and assigns, in fee simple forever.

WITNESS the hand and seal of the City the date first written above.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

By: _____ (SEAL)
Raymond M. Morriss, Mayor

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

I HEREBY CERTIFY, that on this ____ day of _____, 2024, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morris**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$0.00; and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

Attorney Certification

I hereby certify that the foregoing instrument was prepared by the undersigned attorney license to practice law in the State of Maryland. He further certifies that he did not perform a title search in connection with its preparation.

Michael Scott Cohen

Property information:

308 Cumberland Street
Cumberland, MD 21502
Tax ID No. 06-007686

THIS QUITCLAIM DEED, made this ____ day of _____, 2024 by and between **William Friend** (the “Grantor”), a resident of Allegany County, Maryland, and **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation.

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and for other good and valuable considerations, the receipt of which is hereby acknowledged, the Grantor quitclaim to the City, its successors and assigns, all of the Grantor’s right, title, interest and estate in and to the following-described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL that lot, piece or parcel of land lying on Central Avenue in the City of Cumberland, Allegany County, Maryland, known as Lot E on the plat of the Addition of the Harrison Property on Ann Street extended, which is recorded in Liber 85, Folio 721, of the Land Records of Allegany County, Maryland, said lot being more particularly described as follows, to-wit:

BEGINNING for the same at a point on the Easterly line of Central Avenue, distant North 42-2/3 degrees East 25 feet from the beginning of Lot C in said Addition; and running thence North 42-2/3 degrees East 23-1/2 feet to an alley 12 feet wide; thence with said alley, South 47-1/3 degrees East 120 feet; thence parallel with Central Avenue, South 42-2/3 degrees West 23-1/2 feet; and thence North 47-1/3 degrees West 120 feet to the place of beginning.

IT BEING the same property which was conveyed from Vonnie M. Duckworth to William Friend, by deed dated August 30, 2022, and recorded among the Land Records of Allegany County, Maryland in Book 2825, Page 95.

SUBJECT TO all outconveyances, use and occupancy restrictions, privately or governmentally imposed and generally application to properties in the immediate neighborhood

of the property conveyed hereby, reservations, agreements, rights of way, easements and other matters of record, and to easements or other matters which can be observed by a careful inspection of the property.

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

TO HAVE AND TO HOLD the above-described property unto the City, its successors and assigns, in fee simple forever.

WITNESS the hand and seal of the Grantor the day and year first above written.

WITNESS:

William Friend (SEAL)

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

I HEREBY CERTIFY, that on this ____ day of _____, 2024, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **William Friend**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, and did acknowledge that he executed the same for the purposes therein contained; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$0.00 he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

I HEREBY CERTIFY that the within and foregoing document was prepared by, or under the supervision of, the undersigned, a Maryland attorney.

Michael Scott Cohen

Property Information:

417 Central Ave.
Cumberland, MD 21502
Tax ID No. 22-014412

File Attachments for Item:

. Order 27,591 - approving an amendment to Order Nos. 26,923 and 26,961, providing for an increase of ARPA funding allocation of \$292,024 to HVAC Improvement at City Hall and decreases of ARPA funding allocation of \$45,833 to DDC Assistance to Small Businesses, \$54,077 to Community Development Property Improvement, \$117,927 to Affordable Housing Assistance and \$74,187 to Replace 4" to 6" Water Lines

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

ORDER NO. 27,591

DATE: November 4, 2024

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

THAT, the Mayor and City Council of Cumberland hereby amend the City of Cumberland Order Nos. 26,923 and 26,961, approving an increase of ARPA funding allocation of \$292,024 to HVAC Improvement at City Hall and decreases of ARPA funding allocation of \$45,833 to DDC Assistance to Small Businesses, \$54,077 to Community Development Property Improvement, \$117,927 to Affordable Housing Assistance and \$74,187 to Replace 4" to 6" Water Lines.

BE IT FURTHER ORDERED, that this amendment be and is hereby effective with the date of the passage of this Order.

Purpose	Category	Amended Allocation
DDC Assistance to Small Businesses	Investments in Housing and Neighborhoods	\$ 137,667
Community Development Property Improvement	Investments in Housing and Neighborhoods	\$ 210,883
Affordable Housing Assistance	Investments in Housing and Neighborhoods	\$ 272,589
Replace 4" Water Lines with 6"	Infrastructure Investments	\$ 105,037
HVAC Improvement at City Hall	Respond to the Health Emergency	\$1,707,302

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: November 4, 2024

Key Staff Contact: Ken Tressler

Item Title:

American Rescue Plan Act (ARPA) –Approval of ARPA funding adjustment in preparation for closeout.

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

To fully expend ARPA funds by December 31, 2024 while continuing to fund the remaining expenditures of all projects, this amendment increases ARPA funding to the HVAC Improvement at City Hall project by \$292,024 in exchange for allocated interest earned that was allocated to the HVAC project. Doing so maintains the current level of funding for all projects, while expending ARPA funding prior to expending interest earned on ARPA funding.

This amendment replaces \$45,833 ARPA funding to DDC Assistance to small businesses with ARPA interest earned, \$54,077 ARPA funding to property improvement with ARPA interest earned, \$117,927 ARPA funding to affordable housing assistance with ARPA interest earned, and \$74,187 ARPA funding to replace 4" to 6" water lines with ARPA interest earned.

An order approving:

- Increase HVAC improvement at City Hall from \$1,415,278 to \$1,707,302.
- Decrease DDC Assistance to Small Businesses from \$183,500 to \$137,667.
- Decrease Community Development Property Improvement from \$264,960 to \$210,883.
- Decrease Affordable Housing Assistance from \$390,516 to \$272,589.
- Decrease Replace 4" to 6" water lines from \$179,224 to \$105,037.

The table below illustrates the ARPA funding after amendment.

Remaining Projects

Purpose	Allocation					
	Budgeted	Allocated Interest Earned	Utilized Interest Earned	Utilized ARPA Budget	Remaining ARPA Budget	Total Remaining Project Funding
American Rescue Plan Act (ARPA)						
DDC Assistance to Small Businesses	\$ 137,667	\$ 45,833		\$ 132,902	\$ 4,766	\$ 50,598
Community Development Property Improvement	\$ 210,883	\$ 54,077		\$ 210,883	\$ -	\$ 54,077
Affordable Housing Assistance	\$ 272,589	\$ 117,927		\$ 247,589	\$ 25,000	\$ 142,927
PPE						
HVAC Improvement at City Hall	\$ 1,707,302	\$ 44,450	\$ 44,450	\$ 1,707,302	\$ -	\$ -
Infrastructure Investments						
South End & Industrial Blvd Water Mains	\$ 4,894,228			\$ 3,112,402	\$ 1,781,826	\$ 1,781,826
Replace 4" Water Lines with 6" (City-Wide)	\$ 105,037	\$ 105,432		\$ 105,037	\$ -	\$ 105,432
Total:	\$ 7,327,706	\$ 367,718	\$ 44,450	\$ 5,516,114	\$ 1,811,592	\$ 2,134,860

HVAC repairs at City Hall & Public Safety Buildings

This existing HVAC systems in City Hall and the Public Safety Building are limited due to old equipment and poor control systems. This project would replace the systems with better systems that meet air quality standards and are more energy efficient. Schneider Electric has a program that could be utilized to help ensure the system has a guaranteed ROI or Schneider would pay the City the difference.

The capabilities and efficiency of the required new systems aid in reducing the spread of COVID-19 while providing energy savings. This system will provide better internal air quality, which in turn will provide a safer environment for city employees and visitors. The project involves capital expenditures for city owned capital assets. No additional maintenance will be required for sustainability, in fact the newer system should require less maintenance. Project cost is expected to be \$2.2 million.

DDC Assistance to small businesses

Continuing through the first half of 2024, funding for this program supports downtown special events, targeted marketing and promotions for downtown businesses during the upcoming construction and revitalization of Baltimore Street, and the revitalization of empty store front windows in vacant buildings on Baltimore Street. This program is designed to help the small downtown businesses recover from the financial stress caused by the pandemic as well as prepare for and operate during the expected Baltimore Street Access project construction period. The downtown area is the direct beneficiaries but it helps the overall Cumberland economy.

Community Development Property Improvement

Housing conditions in Cumberland need improvement and the pandemic accelerated this issue. Community Development staff created a work flow and timeline to address housing unit deficiencies during three (3) years. The City established an efficient system to interview low-moderate income households who own their own homes, gather necessary documentation, conduct work-scope assessments, conduct environmental reviews, choose contractors, inspecting contractor work, and complete documentation. Funds are targeted to housing code violations (referrals by staff) but are not limited to those cases.

Affordable Housing Assistance

A program to provide a matching grant up to \$25K for the rehab of the property. Bidder is responsible for obtaining all required permits from the City and complete the work within the required time outlined by the City. This program increases the availability of affordable housing in the City while reducing or preventing blighted properties.

Replace 4" Water Lines with 6" (Citywide)

Several neighborhoods are being served with 4" water lines. This is acceptable to provide potable water service, however a 6" minimum provides sufficient flow to a fire hydrant. This project replaces these lines, repaves the streets and installs necessary ADA features. Most of the work is completed with city crews.

Amount of Award: \$0.00

Budget number: N/A

Grant, bond, etc. reference: ARPA

File Attachments for Item:

. Order 27,592 - authorizing the release of \$98,000 in reimbursement funds from the Maryland Department of Natural Resources Community Parks and Playground Grant to the Allegany College of Maryland for the construction of an outdoor sand volleyball court

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

ORDER NO. 27,592

DATE: November 4, 2024

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

THAT, reimbursement funds from the Maryland Department of Natural Resources Community Parks and Playground Grant in the amount of Ninety-Eight Thousand Dollars and No Cents (\$98,000.00) be and are hereby released to the Allegany College of Maryland for the construction of an outdoor sand volleyball court at Allegany College.

Raymond M. Morriss, Mayor

CPP #7270-1-451

Council Agenda Summary

Meeting Date: 11/7/24

Key Staff Contact: Ryan Mackey

Item Title: Community Parks and Playground Reimbursement to Allegany College of Maryland

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

The City of Cumberland received \$98,000.00 in reimbursement from the Maryland Department of Natural Resources for the Community Parks and Playground Grant. This grant was applied for on behalf of Allegany College of Maryland for the Construction of an Outdoor Sand Volleyball Court. This money will be transferred to them to reimburse their costs.

Amount of Award: \$98,000.00

Budget number:

Grant, bond, etc. reference:

[Log Off](#)[GAD Home](#)**Online Services**[Federal Liability](#)[Offset Letters](#)[1099 Inquiry](#)[User Profile](#)**Help & FAQs**[FAQ](#)

One Stop Vendor Payment Inquiry Payment Details

MAYOR & CITY COUNCIL OF CUMBERLAND

Vendor Information

Prefix: **1**
Vendor #: **526000786**
Mail Code: **000**
Vendor Address: **57 N LIBERTY STREET
CUMBERLAND , MD 21502**

Payment Information

Payment Number: **508510231**
Payment Total: **\$98,000.00**
Payment Date: **10/02/2024**
Payment Status: **Paid**
Status Date: **10/01/2024**

Payment Details

Agency	Doc No	Doc Date	Invoice No	Invoice Date	Invoice Amount	Ref Doc
605	V5600202	09/27/2024	CFP 7270-1-451	09/04/2024	\$98,000.00	P2600052
Invoice Desc: MD DNR LAP						

Agency Contact Information for Payment Inquiries

Agency Name: **DEPARTMENT OF NATURAL RESOURCES-CAPITAL**
Telephone Number: **410- 260- 8042**

[Menu](#)[Back](#)[Quit](#)

**Maryland Department of Natural Resources
Program Open Space (POS) Local Grant
Community Parks and Playgrounds (CP&P) Program**

**Request for Reimbursement
Development and Capital Renewal Projects
Planning Grant Projects**

PROJECT # 7270-1-451 REIMBURSEMENT# _____ Is this a final reimbursement? Yes ☒ No ☐

If yes, when was the project completed? June 2024
Attach photos of the completed project and the grant acknowledgement sign.

Please confirm that any remaining funds after final
reimbursement can be reverted to close the grant.
Please also include an explanation for the reversion.

Initial
Here

PROJECT TITLE: Allegany College of Maryland Outdoor Volleyball Courts

PAYABLE TO: City of Cumberland

FEDERAL ID # 52-6000786

ADDRESS: Street Address: 57 North Liberty Street

City/Town, State, Zip Code: Cumberland, MD 21502

PROJECT COORDINATOR: Name, Title: Ryan Mackey, Director of Parks and Recreation

Phone, Fax, Email: 301-759-6636, ryan.mackey@cumberlandmd.gov

SECTION I – Contract Costs and Direct Purchases:

Please submit one (1) copy of the following documentation and complete the cost summary below:

1. **Invoice or contractor's "Requisition for Payment"** for supplies, materials, services rendered, or equipment rental. Please itemize each invoice and associated amount for costs incurred on the project in the summary below. If the invoice includes costs for multiple projects, please clearly identify the costs associated with this project. Do not adjust the invoiced amount to fit the balance of the grant in the listing, adjust via the reimbursement amount requested.
2. **Copy of Canceled Checks** (Optional) for all items under #1 above. **Attach copies of the canceled checks to the invoice or "Requisition for Payment"**. If check amounts are greater than the invoice(s) please write the amount applicable on the check copy and circle the amount. If Local Jurisdiction elects to submit copies of canceled checks to support their "Requisition for Payment" then only the Project Coordinator must sign the "Payment Certification" on the last page. If the Local Jurisdiction elects not to submit copies of the canceled checks, the "Payment Certification" must then be signed, in lieu of the Project Coordinator, by an individual with fiscal authority who can certify that the payments have been made.
3. **Cost Summary:**

GRANT APPLICATION ITEM #	VENDOR OR CONTRACTOR	INVOICE NUMBER	AMOUNT
1	SPECS Inc.	5626-1	\$6,954.00
2	Carl Belt Inc.	4301-1	\$34,969.68
3	Carl Belt Inc.	4301-2	\$72,011.89
4	Carl Belt Inc.	4301-3	\$17,658.43
			\$
			\$
		Total:	\$131,594.00

List additional costs on next page, if applicable.

[illegible]

SECTION II – Force Account/In-Kind Services/In-House Labor and Equipment:

If work has been accomplished using in-house labor and equipment, submit the following documentation and fill in totals below. Note that contributed services or donated materials for a project obtained without cost to the applicant are not reimbursable.

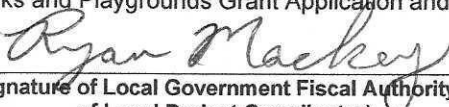
1. A list or computer printout of individuals working on this project to include; job function, dates and hours each individual worked, hourly rate and total paid.
2. A list or computer printout of equipment used, dates and hours operated on this project. Usage rates should be based on current schedules within the County or Town, or the current State Highway Administration rate schedule. Indicate the source for rates used.

Total Labor Cost	\$ 131,594.00
Total Equipment Cost	\$
Section II Total	\$ 131,594.00

SECTION III – Summary:

Total Section I. plus Section II.	\$ 131,594.00
State Percentage Approved	74.47 %
Total Reimbursement Requested	\$ 98,000.00

Note: Any support documents for costs submitted on this project, such as contracts, change orders, bid tabulations, labor and equipment records, must be retained by the grant recipient for three years after final reimbursement.

Payment Certification: I hereby certify that the costs submitted for reimbursement are true and correct, and that all payments have been made to all persons, vendors and contractors engaged in this project in accordance with local government procurement procedures, all applicable Local, State and Federal statutes and regulations, and the Program Open Space/Community Parks and Playgrounds Grant Application and Project Agreement and attachments.			
	Ryan Mackey	Director of Parks and Recreation	8/30/2024
(Signature of Local Government Fiscal Authority or of Local Project Coordinator)	(Typed or Printed Name)	(Title)	(Date)

Please email a copy of the completed form with the requisite attachments to the Local Grants Administrator for your county.

Program Administrator Approval	_____	_____
	(Signature)	(Date)
Fiscal Administrator Approval	_____	_____
	(Signature)	(Date)



ALLEGANY COLLEGE
of MARYLAND

INVOICE

Ryan Mackey
City of Cumberland
Community Parks and Playgrounds Program
57 North Liberty Street
Cumberland, MD 21502

POS #7567-1-470 MD20230518-0402

INVOICE DATE: June 6, 2024

ACM INVOICE #: FY24CityCumb-1

DATE	DESCRIPTION	TOTAL
	Request for Reimbursement Project: Allegany College of MD Outdoor Volleyball Courts	
05/05/21	Original Project funding \$ 103,000.00 Additional budget Increase (ACM Foundation-Private Donor) 28,594.00 Project budget \$ 131,594.00	
07/01/21	Community Parks & Playgrounds Program Budget \$ 98,000.00	
04/12/23	Inv #5626-1 CK# 170413 SPECS Inc. \$ 6,954.00 <i>Consulting Engineers/Surveyors</i>	
03/25/24	Inv #One (4301-1) CK# 178946 Carl Belt, Inc 34,969.68 <i>Construction</i>	
04/12/24	Inv #Two (4301-2) CK# 178946 Carl Belt, Inc 72,011.89 <i>Construction</i>	
06/05/24	Inv #Three (4301-3) CK# 180900 Carl Belt, Inc 17,658.43 <i>Construction - Final</i>	
	Total Project cost \$ 131,594.00 POS Funding \$ 98,000.00	
	<i>Project Complete - Attached are copies of the checks and Invoices for support.</i>	
	AMOUNT DUE:	\$ 98,000.00

Please make check payable to Allegany College of Maryland
Attention: Cathy Zirk

Cathy Zirk

Allegany College of Maryland use only

Account #: 17-0-00-00000-110315 - AR Government \$98,000.00

Total Reimbursement \$98,000.00

Cathy Zirk
Director of Accounting
301-784-5136
czirk@allegany.edu



Larry Hogan, Governor
Boyd Rutherford, Lt. Governor
Jeannie Haddaway Riccio, Secretary
Allan Fisher, Acting Deputy Secretary

May 5, 2021

Via Electronic Delivery to

Ms. Kathy McKenney
Historic Planner/Preservation Coordinator
City of Cumberland
kathy.mckenney@cumberlandmd.gov

Dear Ms. McKenney:

Thank you for submitting an application for the Community Parks and Playgrounds Program. Funding for the project below has been included in the State of Maryland's FY 2022 Budget.

Project Title	Funds Pending BPW*
Allegany College of MD outdoor Volleyball Courts	\$98,000

* These funds must be approved by the Maryland Board of Public Works

This project grant is subject to Board of Public Works approval. This Letter of Acknowledgement establishes the project start date but does not bind the State to reimburse the applicant for expenditures incurred on the project until Board of Public Works approval occurs.

The Maryland Department of Natural Resources will forward your project to the Maryland State Clearinghouse for notification and intergovernmental review. Once reviewed, the project will be submitted to the Board of Public Works for approval at the earliest possible date. The applicant will be notified as to the Board of Public Works' decision. If the project is approved, the applicant may then submit requests for reimbursement up to the total amount of funds approved for the project.

It is a pleasure for the Maryland Department of Natural Resources to assist you with your Community Parks and Playgrounds project(s). For additional information about the Community Parks and Playground Program, please go to <http://dnr.maryland.gov/land/Pages/ProgramOpenSpace/cpp.aspx> or contact your Program Administrator listed on the back page.

Sincerely,

Carrie Lhotsky
Land Acquisition and Planning

Community Parks and Playgrounds Program Administrators

John Braskey

Allegany and Garrett Counties

john.braskey@maryland.gov

301-777-2030

Margaret Lashar

Anne Arundel, Calvert, Charles, Carroll, Frederick, Howard, Montgomery, Prince George's, St. Mary's, and Washington Counties, and Baltimore City

margaret.lashar@maryland.gov

410-260-8427

Carrie Lhotsky

Baltimore, Caroline, Cecil, Dorchester, Harford, Kent, Queen Anne's, Somerset, Talbot, Wicomico, and Worcester Counties

carrie.lhotsky@maryland.gov

443-534-8255

Board of Public Works
Department of Natural Resources – Real Property
Supplement
July 7, 2021



DNR 2

Contact: Emily Wilson 410-260-8436
emilyh.wilson@maryland.gov

1A. COMMUNITY PARKS AND PLAYGROUNDS PROGRAM (cont'd)
Allegany County

3. *Allegany College of Maryland Outdoor Volleyball Courts – \$98,000*
City of Cumberland
CPP #7270-1-451 MD20210511-0370

Background: Construct two sand volleyball courts for use by the general public and the school,

Fund Source: Maryland Consolidated Capital Bond Loan 2021, Chapter 63, Acts of 2021
Community Parks and Playgrounds Program \$98,000.00

BOARD OF PUBLIC WORKS

THIS ITEM WAS:

APPROVED

DISAPPROVED

DEFERRED

WITHDRAWN

WITH DISCUSSION

WITHOUT DISCUSSION

ALLEGANY COLLEGE OF MARYLAND CUMBERLAND, MD 21502-2596

CHECK NO.: 0170413

INVOICE DATE	INVOICE #	DESCRIPTION	TOTAL AMOUNT
03/28/23	5626-1	Srvc:EngnrgAssessm	6,954.00

TOTALS

6,954.00

ALLEGANY COLLEGE
OF MARYLANDAccounts Payable Department
Allegany College Of Maryland12401 Willowbrook Road
Cumberland, MD 21502-2596

DATE

04/12/23

BB&T

65-330

550

CHECK NO. 0170413

AMOUNT

*****6,954.00

PAY THE
SUM OF

SIX THOUSAND NINE HUNDRED FIFTY FOUR AND 00/100 DOLLARS

NOT VALID AFTER 180 DAYS

PAY
TO THE
ORDER
OFSPECS Inc
Consulting Engineers/Surveyors
105 S Centre St Suite 100
Cumberland MD 21502**NON-NEGOTIABLE**

INTERNAL COPY

ALLEGANY COLLEGE
OF MARYLANDAccounts Payable Department
Allegany College Of Maryland12401 Willowbrook Road
Cumberland, MD 21502-2596

DO NOT FORWARD

SPECS Inc
Consulting Engineers/Surveyors
105 S Centre St Suite 100
Cumberland MD 21502

SPECS, Inc.

105 S Centre St
Cumberland, MD 21502 US
301-777-2510
cindy@specseng.com

Invoice**BILL TO**

Allegany College of MD
Korey Layman
12401 Willowbrook Road S.E.
Cumberland, MD 21502-2596

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
5626-1	03/28/2023	\$6,954.00	04/12/2023	NET 15 Days	

DESCRIPTION	QTY	RATE	AMOUNT
Charges			
100% Completion Data Gathering Phase	1	1,892.00	1,892.00
100% Completion Schematic Site Design	1	2,514.00	2,514.00
100% Completion Design Development Phase	1	1,812.00	1,812.00
100% Construction Documents	1	736.00	736.00

Progress Billing for the Allegany College Proposed Volleyball Court,
Cumberland, MD.

BALANCE DUE

\$6,954.00

ALLEGANY COLLEGE OF MARYLAND

CUMBERLAND, MD 21502-2596

CHECK NO.: 0178946

INVOICE DATE	INVOICE #	DESCRIPTION	TOTAL AMOUNT
02/29/2024	4301-1	ACM - Harbel Pay A	34,969.68

TOTALS: 34,969.68

Accounts Payable Department
Allegany College Of MarylandALLEGANY COLLEGE
OF MARYLAND12401 Willowbrook Road
Cumberland, MD21502-2596PAY THE \$34,969.68
SUM OFPAY TO THE ORDER OF
Carl Belt, Inc
11521 Milnor Ave
PO Box 1210
Cumberland MD 21502

DATE

03/25/2024

Truist

65-330
550

CHECK NO. 0178946

AMOUNT

*****34,969.68

NOT VALID AFTER 180 DAYS

NON-NEGOTIABLE

INTERNAL COPY

ALLEGANY COLLEGE
OF MARYLANDAccounts Payable Department
Allegany College Of Maryland12401 Willowbrook Road
Cumberland, MD21502-2596

DO NOT FORWARD

Carl Belt, Inc
11521 Milnor Ave
PO Box 1210
Cumberland MD 21502

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702 (Instructions on reverse side)

PAGE ONE OF THREE PAGES

TO OWNER:

Allegany College of Maryland
12401 Willowbrook Road
Cumberland, MD 21502

PROJECT:

ACM Sand Volleyball Court
12401 Willowbrook Road
Cumberland, MD 21502

FROM CONTRACTOR:

Carl Belt, Inc.
P.O. Box 1210
Cumberland, Maryland 21501-1210

ARCHITECT:

APPLICATION NO: One (4301-1)
APPLICATION DATE: 2/29/2024
PERIOD TO: 2/29/2024
CONTRACT DATE: 1/29/2024

Distribution to:

OWNER
ENGINEER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 124,640.00
2. Net change by Change Orders \$ -
3. CONTRACT SUM TO DATE (Line 1+2) \$ 124,640.00
4. TOTAL COMPLETED & STORED TO DATE \$ 36,810.20
(Column G on G703)
5. RETAINAGE:
a. 5% of Completed Work \$ 1,840.52
(Column G on G703)
b. 5% of Stored Material \$ -
(Column F on G703)
Total Retainage (Line 5a + 5b or
Total in Column I of G703) \$ 1,840.52
6. TOTAL EARNED LESS RETAINAGE \$ 34,989.68
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$ -

8. CURRENT PAYMENT DUE

..... \$ 34,989.68

9. BALANCE TO FINISH, INCLUDING RETAINAGE

..... \$ 89,670.32
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ -	
Total approved this Month	\$ -	
TOTALS	\$ -	
NET CHANGES by Change Order		\$ -

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and the current payment shown herein is now due.

CONTRACTOR: CARL BELT, INCORPORATED

By:

3/7/24

Date:

State of:

Maryland

County of:

Allegany

Subscribed and sworn to before

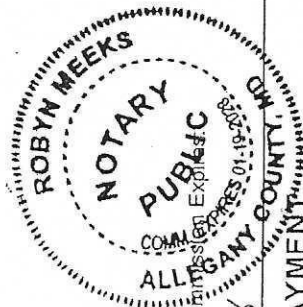
me this 7th day of March 2024.

Notary Public:

Robyn Weeks

My Commission Expires

1-19-2028



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

(Instructions on Reverse Side)

Page 2 of 3 Pages

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: One (4301-1)

APPLICATION DATE: 2/29/2024

PERIOD TO: 2/29/2024

ACM Sand Volleyball Court

A		B		C		D		E		F		G		H		I	
BID ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	TOTAL % (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 5%								
			AMT. FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD PERIOD													
	Division 1																
1000	Mobilization	\$ 3,645.00	\$ -	\$ 2,733.75	\$ -	\$ 2,733.75	75%	\$ 911.25	\$ 136.69								
1100	Temporary Facilities	\$ 449.00	\$ -	\$ 112.25	\$ -	\$ 112.25	25%	\$ 336.75	\$ 5.61								
1200	Small Tools	\$ 479.00	\$ -	\$ 119.75	\$ -	\$ 119.75	25%	\$ 359.25	\$ 5.99								
1600	Supervision	\$ 13,620.00	\$ -	\$ 3,405.00	\$ -	\$ 3,405.00	25%	\$ 10,215.00	\$ 170.25								
1610	Layout	\$ 7,895.00	\$ -	\$ 6,316.00	\$ -	\$ 6,316.00	80%	\$ 1,579.00	\$ 315.80								
1700	Punch List & Project Closeout	\$ 1,260.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,260.00	\$ -								
	Division 2																
2000	Sediment & Erosion Control Devices	\$ 7,205.00	\$ -	\$ 6,484.50	\$ -	\$ 6,484.50	90%	\$ 720.50	\$ 324.23								
2010	Sod Removal	\$ 1,625.00	\$ -	\$ 1,625.00	\$ -	\$ 1,625.00	100%	\$ -	\$ 81.25								
2200	Bulk Cut Excavation	\$ 1,610.00	\$ -	\$ 1,610.00	\$ -	\$ 1,610.00	100%	\$ -	\$ 80.50								
2210	Bulk Fill	\$ 3,555.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 3,555.00	\$ -								
2220	Court Excavation	\$ 3,350.00	\$ -	\$ 3,350.00	\$ -	\$ 3,350.00	100%	\$ -	\$ 167.50								
2230	Fine Grading	\$ 1,408.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,408.00	\$ -								
	Continued on Page 3	\$ 46,101.00	\$ -	\$ 25,756.25	\$ -	\$ 25,756.25		\$ 20,344.75	\$ 1,287.82								

AIA DOCUMENT G703 * CONTINUATION SHEET FOR G702 * 1992 EDITION * AIA * @1992 * THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 * WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

G-703-1992

CONTINUATION SHEET

AIA DOCUMENT G703

(Instructions on Reverse Side)

Page 3 of 3 Pages

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: One (4301-1)

APPLICATION DATE: 2/29/2024

PERIOD TO: 2/29/2024

ACM Sand Volleyball Court

A BID ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE		D WORK COMPLETED AMT. FROM PREVIOUS APPLICATION (D+E)		E AMOUNT THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE 5%
	Subtotals from page 2	\$ 46,101.00	\$	-	\$	25,756.25	\$	-	\$ 25,756.25	\$ 20,344.75	\$ 1,287.82
2240	Grass Swale Re-Grading	\$ 2,705.00	\$	-	\$	-	\$	-	\$ -	\$ 2,705.00	\$ -
2400	Storm Drain Piping	\$ 10,597.00	\$	-	\$	1,589.55	\$	-	\$ 1,589.55	\$ 8,007.45	\$ 79.48
2500	Court Pad & Post Construction	\$ 52,580.00	\$	-	\$	9,464.40	\$	-	\$ 9,464.40	\$ 43,115.60	\$ 473.22
2600	Spread Topsoil	\$ 3,520.00	\$	-	\$	-	\$	-	\$ -	\$ 3,520.00	\$ -
2800	Seeding & Mulching	\$ 1,387.00	\$	-	\$	-	\$	-	\$ -	\$ 1,387.00	\$ -
	Division 10										
10000	Volleyball Equipment	\$ 7,750.00	\$	-	\$	-	\$	-	\$ -	\$ 7,750.00	\$ -
	TOTALS	\$ 124,640.00	\$	-	\$	36,810.20	\$	-	\$ 36,810.20	\$ 87,829.80	\$ 1,840.52

AIA DOCUMENT G703 * CONTINUATION SHEET FOR G702 * 1992 EDITION * AIA* @1992 * THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 * WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

G-703-1992

ALLEGANY COLLEGE OF MARYLAND

CUMBERLAND, MD 21502-2596

CHECK NO.: 0179392

INVOICE DATE	INVOICE #	DESCRIPTION	TOTAL AMOUNT
03/31/2024 03/22/2024	Two (4301-2) 40945	#2:ACMSandVBCrt Job#876:WaterlineR	72,011.89 10,274.40
TOTALS:			82,286.29

ALLEGANY COLLEGE
of MARYLANDAccounts Payable Department
Allegany College Of Maryland12401 Willowbrook Road
Cumberland, MD21502-2596

DATE

04/12/2024

Trust

65-330
550

CHECK NO. 0179392

AMOUNT

*****82,286.29

NOT VALID AFTER 180 DAYS

PAY THE SUM OF EIGHTY TWO THOUSAND TWO HUNDRED EIGHTY SIX AND 29/100 DOLLARS

PAY
TO THE
ORDER
OFCarl Belt, Inc
11521 Milnor Ave
PO Box 1210
Cumberland MD 21502

NON-NEGOTIABLE

INTERNAL COPY

ALLEGANY COLLEGE
of MARYLANDAccounts Payable Department
Allegany College Of Maryland12401 Willowbrook Road
Cumberland, MD21502-2596

DO NOT FORWARD

Carl Belt, Inc
11521 Milnor Ave
PO Box 1210
Cumberland MD 21502

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

TO OWNER:

Allegany College of Maryland
12401 Willowbrook Road
Cumberland, MD 21502

PROJECT:

ACM Sand Volleyball Court
12401 Willowbrook Road
Cumberland, MD 21502

APPLICATION NO: Two (43011-2)
APPLICATION DATE: 3/31/2024
PERIOD TO: 3/31/2024
CONTRACT DATE: 1/29/2024

Distribution to:

OWNER
ENGINEER

FROM CONTRACTOR:

Carl Belt, Inc.
P.O. Box 1210
Cumberland, Maryland 21501-1210

ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	124,640.00
2. Net change by Change Orders	\$	-
3. CONTRACT SUM TO DATE (Line 1+2)	\$	124,640.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	112,612.20
5. RETAINAGE: a. 5% of Completed Work (Column G on G703) b. 5% of Stored Material (Column F on G703) Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$	5,630.63
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	106,981.57
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	34,969.68
8. CURRENT PAYMENT DUE	\$	72,011.89
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	17,658.43

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ -	
Total approved this Month	\$ -	
TOTALS	\$ -	
NET CHANGES by Change Order	\$	-

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: CARL BELT, INCORPORATED

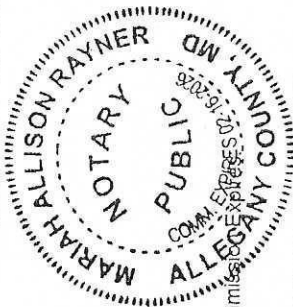
By: Carl Belt Date: 4/3/24

State of: Marland
County of: Allegany

Subscribed and sworn to before me this 3rd day of April 2024.

Notary Public:

Maria Allison Rayner



My Commission Expires

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

(Instructions on Reverse Side)

Page 2 of 3 Pages

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: Two (4301-2)

APPLICATION DATE: 3/31/2024

PERIOD TO: 3/31/2024

ACM Sand Volleyball Court

A BID ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE		D WORK COMPLETED		E THIS PERIOD PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H TOTAL % (G/C)	I BALANCE TO FINISH (C-G)	J RETAINAGE 5%
				AMT. FROM PREVIOUS APPLICATION (D+E)							
	Division 1										
1000	Mobilization	\$	3,645.00	\$	2,733.75	\$	911.25	\$	100%	\$	\$ 182.25
1100	Temporary Facilities	\$	449.00	\$	112.25	\$	291.85	\$	90%	\$	\$ 20.21
1200	Small Tools	\$	479.00	\$	119.75	\$	311.35	\$	90%	\$	\$ 21.56
1600	Supervision	\$	13,620.00	\$	3,405.00	\$	8,853.00	\$	90%	\$	\$ 612.90
1610	Layout	\$	7,895.00	\$	6,316.00	\$	1,579.00	\$	100%	\$	\$ 394.75
1700	Punch List & Project Closeout	\$	1,260.00	\$	-	\$	-	\$	0%	\$	\$ -
	Division 2										
2000	Sediment & Erosion Control Devices	\$	7,205.00	\$	6,484.50	\$	-	\$	90%	\$	\$ 324.23
2010	Sod Removal	\$	1,625.00	\$	1,625.00	\$	-	\$	100%	\$	\$ 81.25
2200	Bulk Cut Excavation	\$	1,610.00	\$	1,610.00	\$	-	\$	100%	\$	\$ 80.50
2210	Bulk Fill	\$	3,555.00	\$	-	\$	3,555.00	\$	100%	\$	\$ 177.75
2220	Court Excavation	\$	3,350.00	\$	3,350.00	\$	-	\$	100%	\$	\$ 167.50
2230	Fine Grading	\$	1,408.00	\$	-	\$	1,408.00	\$	100%	\$	\$ 70.40
	Continued on Page 3	\$	46,101.00	\$	25,756.25	\$	16,909.45	\$	42,665.70	\$	3,435.30
										\$	2,133.30

AIA DOCUMENT G703 * CONTINUATION SHEET FOR G702 * 1992 EDITION * AIA* @1992 * THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 * WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

G-703-1992

CONTINUATION SHEET

AIA DOCUMENT G703

(Instructions on Reverse Side)

Page 3 of 3 Pages

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: Two (4301-2)
APPLICATION DATE: 3/31/2024
PERIOD TO: 3/31/2024

ACM Sand Volleyball Court

A		B		C		D		E		F		G		H		I	
BID ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		AMT. FROM PREVIOUS APPLICATION (D+E)	AMOUNT THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	TOTAL % (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 5%						
	Subtotals from page 2	\$ 46,101.00	\$ 25,756.25	\$ 16,909.45	\$ -	\$ 42,665.70	\$ 3,435.30	\$ 2,133.30									
2240	Grass Swale Re-Grading	\$ 2,705.00	\$ -	\$ 2,705.00	\$ -	\$ 2,705.00	\$ -	\$ 135.25	100%	\$ -	\$						
2400	Storm Drain Piping	\$ 10,597.00	\$ 1,589.55	\$ 9,007.45	\$ -	\$ 10,597.00	\$ -	\$ 529.85	100%	\$ -	\$						
2500	Court Pad & Post Construction	\$ 52,580.00	\$ 9,464.40	\$ 40,486.60	\$ -	\$ 49,951.00	\$ 2,629.00	\$ 2,497.55	95%	\$	\$						
2600	Spread Topsoil	\$ 3,520.00	\$ -	\$ 3,520.00	\$ -	\$ 3,520.00	\$ -	\$ 176.00	100%	\$ -	\$						
2800	Seeding & Mulching	\$ 1,387.00	\$ -	\$ 693.50	\$ -	\$ 693.50	\$ 693.50	\$ 34.68	50%	\$	\$						
	Division 10																
10000	Volleyball Equipment	\$ 7,750.00	\$ -	\$ 2,480.00	\$ -	\$ 2,480.00	\$ 5,270.00	\$ 124.00	32%	\$	\$						
	TOTALS	\$ 124,640.00	\$ 36,810.20	\$ 75,802.00	\$ -	\$ 112,612.20	\$ 12,027.80	\$ 5,630.63	90%	\$	\$						

AIA DOCUMENT G703 * CONTINUATION SHEET FOR G702 * 1992 EDITION * AIA * @1992 * THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 * WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

G-703-1992

CHECK NO.: 0180900

TOTALS: 17,658.43



APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:

Allegany College of Maryland
12401 Willowbrook Road
Cumberland, MD 21502

PROJECT:

ACM Sand Volleyball Court
12401 Willowbrook Road
Cumberland, MD 21502

APPLICATION NO: Three (4301-3)

Distribution to:
OWNER
ENGINEER

APPLICATION DATE: 5/24/2024

PERIOD TO: 5/25/2024

CONTRACT DATE: 1/29/2024

FROM CONTRACTOR:

Carl Belt, Inc.
P.O. Box 1210
Cumberland, Maryland 21501-1210

ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 124,640.00

2. Net change by Change Orders \$ -

3. CONTRACT SUM TO DATE (Line 1+2) \$ 124,640.00

4. TOTAL COMPLETED & STORED TO DATE \$ 124,640.00
(Column G on G703)

5. RETAINAGE:

a. 0% of Completed Work \$ -
(Column G on G703)

b. 0% of Stored Material \$ -
(Column F on G703)

Total Retainage (Line 5a + 5b or

Total in Column I of G703) \$ -

6. TOTAL EARNED LESS RETAINAGE \$ 124,640.00
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$ 106,981.57

8. CURRENT PAYMENT DUE \$ 17,658.43

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ -

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ -	
Total approved this Month	\$ -	
TOTALS	\$ -	
NET CHANGES by Change Order		\$ -

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: CARL BELT, INCORPORATED

By: Carl Belt

State of: Maryland

County of: Allegany

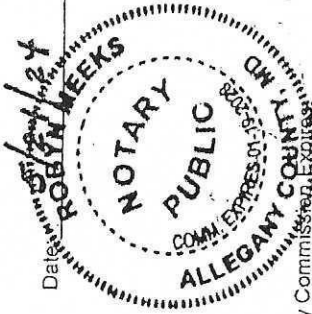
Subscribed and sworn to before me this 24th day of May 2024.

Notary Public:

Robert Weeks

My Commission Expires:

1-19-2028



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

(Instructions on Reverse Side)

Page 2 of 3 Pages

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: Three (4301-3)

APPLICATION DATE: 5/24/2024

PERIOD TO: 5/25/2024

ACM Sand Volleyball Court

A		B		C		D		E		F		G		H		I	
BID ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D O R E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	TOTAL % (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 0%								
			AMT. FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD PERIOD													
	Division 1																
1000	Mobilization	\$ 3,645.00	\$ 3,645.00	\$ -	\$ -	\$ 3,645.00	100%	\$ -	\$ -								
1100	Temporary Facilities	\$ 449.00	\$ 404.10	\$ 44.90	\$ -	\$ 449.00	100%	\$ -	\$ -								
1200	Small Tools	\$ 479.00	\$ 431.10	\$ 47.90	\$ -	\$ 479.00	100%	\$ -	\$ -								
1600	Supervision	\$ 13,620.00	\$ 12,258.00	\$ 1,362.00	\$ -	\$ 13,620.00	100%	\$ -	\$ -								
1610	Layout	\$ 7,895.00	\$ 7,895.00	\$ -	\$ -	\$ 7,895.00	100%	\$ -	\$ -								
1700	Punch List & Project Closeout	\$ 1,260.00	\$ -	\$ 1,260.00	\$ -	\$ 1,260.00	100%	\$ -	\$ -								
	Division 2																
2000	Sediment & Erosion Control Devices	\$ 7,205.00	\$ 6,484.50	\$ 720.50	\$ -	\$ 7,205.00	100%	\$ -	\$ -								
2010	Sod Removal	\$ 1,625.00	\$ 1,625.00	\$ -	\$ -	\$ 1,625.00	100%	\$ -	\$ -								
2200	Bulk Cut Excavation	\$ 1,610.00	\$ 1,610.00	\$ -	\$ -	\$ 1,610.00	100%	\$ -	\$ -								
2210	Bulk Fill	\$ 3,555.00	\$ 3,555.00	\$ -	\$ -	\$ 3,555.00	100%	\$ -	\$ -								
2220	Court Excavation	\$ 3,350.00	\$ 3,350.00	\$ -	\$ -	\$ 3,350.00	100%	\$ -	\$ -								
2230	Fine Grading	\$ 1,408.00	\$ 1,408.00	\$ -	\$ -	\$ 1,408.00	100%	\$ -	\$ -								
	Continued on Page 3	\$ 46,101.00	\$ 42,665.70	\$ 3,435.30	\$ -	\$ 46,101.00		\$ -	\$ -								

AIA DOCUMENT G703 * CONTINUATION SHEET FOR G702 * 1992 EDITION * AIA * @1992 * THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 * WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

G-703-1992

CONTINUATION SHEET

AIA DOCUMENT G703

(Instructions on Reverse Side)

Page 3 of 3 Pages

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: Three (4301-3)

APPLICATION DATE: 5/24/2024

PERIOD TO: 5/25/2024

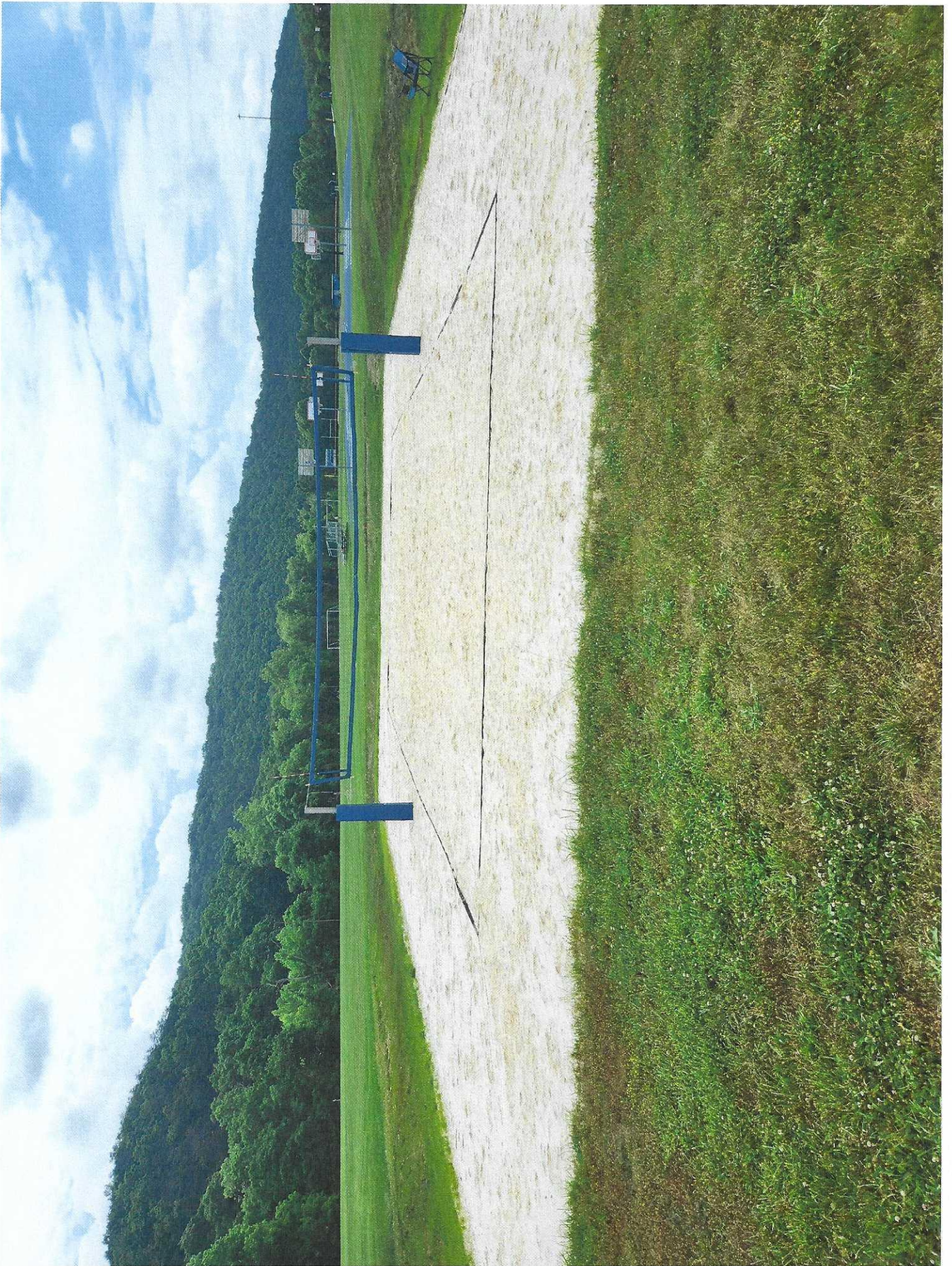
ACM Sand Volleyball Court

A		B		C		D		E		F		G		H		I	
BID ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D O R E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	TOTAL % (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 0%								
			AMT. FROM PREVIOUS APPLICATION (D+E)	AMOUNT THIS PERIOD													
	Subtotals from page 2	\$ 46,101.00	\$ 42,665.70	\$ 3,435.30	\$ -	\$ 46,101.00		\$ -	\$ -								
2240	Grass Swale Re-Grading	\$ 2,705.00	\$ 2,705.00	\$ -	\$ -	\$ 2,705.00	100%	\$ -	\$ -								
2400	Storm Drain Piping	\$ 10,597.00	\$ 10,597.00	\$ -	\$ -	\$ 10,597.00	100%	\$ -	\$ -								
2500	Court Pad & Post Construction	\$ 52,580.00	\$ 49,951.00	\$ 2,629.00	\$ -	\$ 52,580.00	100%	\$ -	\$ -								
2600	Spread Topsoil	\$ 3,520.00	\$ 3,520.00	\$ -	\$ -	\$ 3,520.00	100%	\$ -	\$ -								
2800	Seeding & Mulching	\$ 1,387.00	\$ 693.50	\$ 693.50	\$ -	\$ 1,387.00	100%	\$ -	\$ -								
	Division 10																
10000	Volleyball Equipment	\$ 7,750.00	\$ 2,480.00	\$ 5,270.00	\$ -	\$ 7,750.00	100%	\$ -	\$ -								
	TOTALS	\$ 124,640.00	\$ 112,612.20	\$ 12,027.80	\$ -	\$ 124,640.00	100%	\$ -	\$ -								

AIA DOCUMENT G703 * CONTINUATION SHEET FOR G702 * 1992 EDITION * AIA * @1992 * THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 * WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

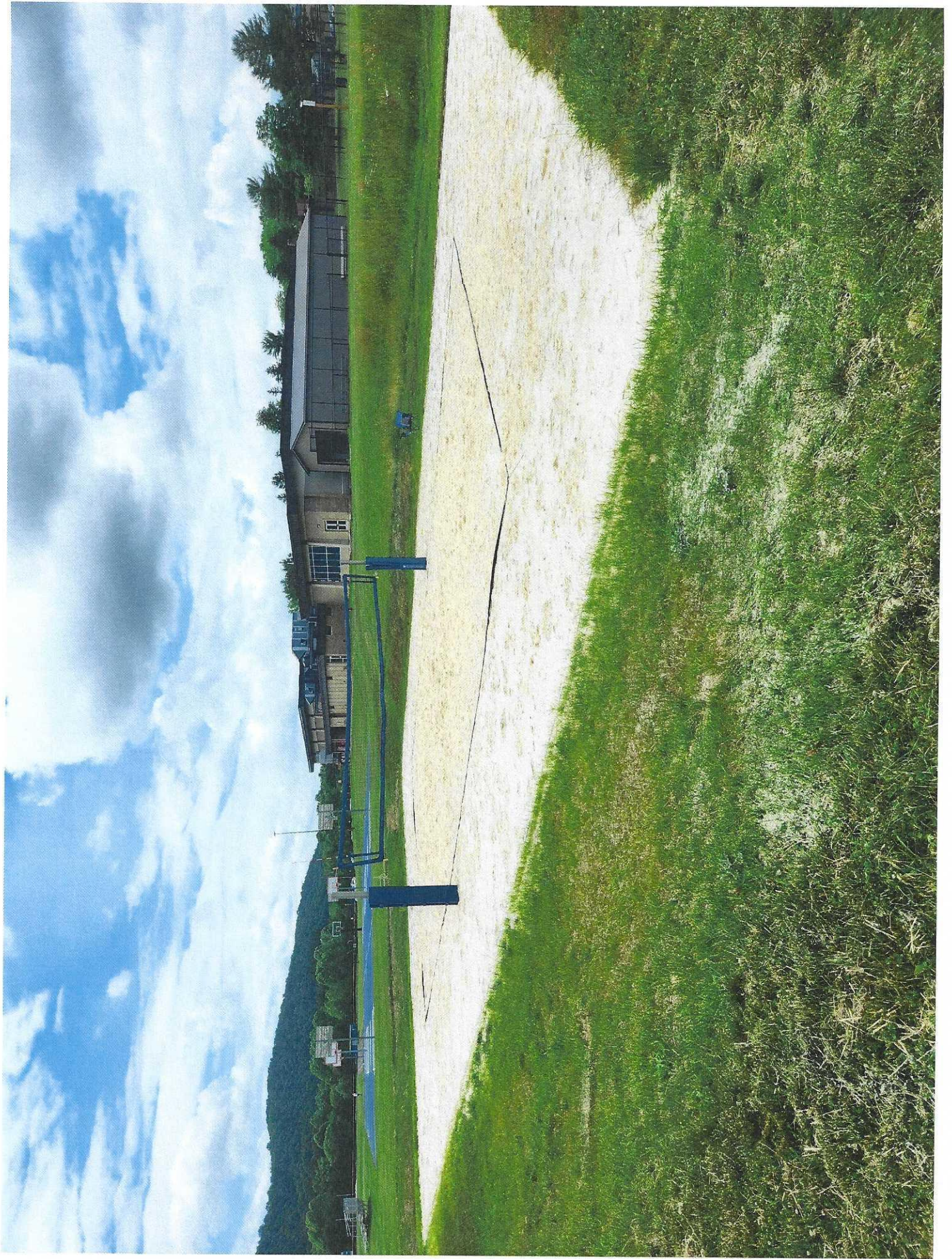
G-703-1992











File Attachments for Item:

. Order 27,593 - declaring certain City-owned property to be surplus and authorizing it for sale

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

ORDER NO. 27,593

DATE: November 4, 2024

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

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

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

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

- | | |
|----------------------|----------------------|
| 1. Waverly Terrace | Tax ID No. 22-007505 |
| 2. City View Terrace | Tax ID No. 22-002538 |
| 3. Greene Street | Tax ID No. 06-026176 |
| 4. Gephart Drive | Tax ID No. 06-019625 |
| 5. Calhoun Street | Tax ID No. 23-002531 |
| 6. Greene Street | Tax ID No. 06-023118 |
| 7. Greene Street | Tax ID No. 06-023126 |
| 8. Reads Terrace | Tax ID No. 06-023134 |
| 9. Oakwood Street | Tax ID No. 23-002639 |

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

Raymond M. Morriss, Mayor



Allison Layton <allison.layton@cumberlandmd.gov>

Fwd: Recorded Property Deeds Received from Mike

1 message

Ken Tressler <ken.tressler@cumberlandmd.gov>
To: Allison Layton <allison.layton@cumberlandmd.gov>

Tue, Oct 22, 2024 at 2:49 PM

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

From: **Allison Layton** <allison.layton@cumberlandmd.gov>

Date: Fri, Dec 29, 2023 at 10:51 AM

Subject: Recorded Property Deeds Received from Mike

To: Kevin Thacker <kevin.thacker@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>, Denise Adams <denise.adams@cumberlandmd.gov>

Hello everyone!

I've received the following recorded property deeds back from Mike:

-Granoff properties:

~~305 Maryland (22-002678)~~

Broadway, Lot B-6 (22-018396)

Broadway, Lot B-8 (22-018345)

~~Rear Green St. (06-030890)~~

> ORDER NUMBER - 27,442 - 4-10-24

-Kimble properties:

Waverly Terr (22-007505)

City View Terr (22-002538)

Greene St (06-026176)

Gephart Dr (06-019625)

Calhoun St (23-002531)

Greene St (06-023118)

Greene St (06-023126)

Reads Terr (06-023134)

Oakwood St (23-002639)

order 27,593 11-4-24

-Lot from Cassandra Kling

220 North Lee Street (06-022790)

ORDER NUMBER - 27,399 - 2-6-24

-Joseph Goetz

~~111 South Street (04-023102)~~

-Allegany County

217 Knox Street (05-018943)

222 N. Lee St. (06-023614)

~~469 Goethe St. (23-011948)~~

> ORDER NUMBER - 27,399 - 2-6-24

Please let me know if you need anything else!

Happy New Year!

Allison

--

Allison Layton
City Clerk

File Attachments for Item:

. Order 27,594 - accepting the bid from First Fruits Excavating Inc. for site preparation including erosion and sediment control, a stabilized construction entrance, grading and pipework to prepare the site for Rampage Skateshop and Skatepark Equipment to construct a skate park (City Project 06-13-RE) in the amount not to exceed \$787,000, and rejecting all other bids

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

ORDER NO. 27,594

DATE: November 4, 2024

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

THAT, the bid from First Fruits Excavating, Inc., 407 Plum Run Road Ridgeley, WV 26753, for site preparation including erosion and sediment control, a stabilized construction entrance, grading and pipework to prepare the site for Rampage Skateshop and Skatepark Equipment to construct a skate park (City Project 06-13-RE) be and is hereby accepted in the amount not to exceed Seven Hundred Eighty-Seven Thousand Dollars and No Cents (\$787,000); and

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

Raymond M. Morriss, Mayor

Order of bids:

First Fruits Excavating, Inc.	\$787,000
Excavating Associates, Inc.	\$895,217
Harbel, Inc.	\$871,500

Budget: 115.GP16.63000

Council Agenda Summary

Meeting Date: 11/4/2024

Key Staff Contact: Robert Smith, PE

Item Title:

Award Skate Park, City Project 06-13-RE

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

Award Skate Park Contract to low responsive bidder, First Fruits Excavating, Inc., in the lump sum cost of \$787,000.00.

This project includes all site preparation including erosion and sediment control, a stabilized construction entrance, grading, and pipework necessary to prepare the site for Rampage Skateshop and Skatepark Equipment to construct a skate park per the plans and specifications. Additional work includes a concrete sidewalk entrance to the skate park.

This project was advertised for bid on 9/12/24. Bids closed on 10/3/24, with three qualified bids being received. The low bidder was First Fruits Excavating, Inc., with an acceptable bid of \$787,000.00. The other acceptable bids were \$871,500.00 and \$895,217.00.

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

Amount of Award: \$787,000.00

Budget number: 115.GP16.63000

Grant, bond, etc. reference: City Funds

CITY OF CUMBERLAND MARYLAND

PROJECT INFORMATION	
Project Title:	Skate Park
City Project:	06-13-RE
Contract Length:	150 Calendar Days
BID OPENING	
Date & Time:	10/03/2024 2:30 PM EDT
Location:	Virtual - Beacon Bid Solicitation Website

CERTIFIED BID TABULATION		
BIDDER	BIDDER	BIDDER
Excavating Associates, Inc.	First Fruits Excavating, Inc.	Harbel, Inc.
PO Box 434 Ellerslie, MD 21529	407 Plum Run Road Ridgeley, WV 26753	11521 Milnor Avenue Cumberland, MD 21501

BID ITEMS				Excavating Associates, Inc.		First Fruits Excavating, Inc.		Harbel, Inc.	
ITEM NO.	DESCRIPTION OF BID	UNITS	QTY.	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1001	Mobilization	LS	1	\$ 74,644.00	\$ 74,644.00	\$ 30,000.00	\$ 30,000.00	\$ 78,450.00	\$ 78,450.00
1002	Stabilized Construction Entrance	LS	1	\$ 13,493.00	\$ 13,493.00	\$ 3,000.00	\$ 3,000.00	\$ 2,400.00	\$ 2,400.00
1003	Erosion & Sediment Control	LS	1	\$ 60,519.00	\$ 60,519.00	\$ 58,350.00	\$ 58,350.00	\$ 25,700.00	\$ 25,700.00
1004	Stormwater Pipe	LS	1	\$ 28,458.00	\$ 28,458.00	\$ 20,000.00	\$ 20,000.00	\$ 23,200.00	\$ 23,200.00
1005	Site Preparation	LS	1	\$ 92,418.00	\$ 92,418.00	\$ 60,000.00	\$ 60,000.00	\$ 135,650.00	\$ 135,650.00
2001	Skate Park	LS	1	\$ 601,650.00	\$ 601,650.00	\$ 601,650.00	\$ 601,650.00	\$ 595,900.00	\$ 595,900.00
3001	5-Inch Reinforced Concrete Sidewalk	LS	1	\$ 24,035.00	\$ 24,035.00	\$ 14,000.00	\$ 14,000.00	\$ 10,200.00	\$ 10,200.00

Excavating Associates, Inc.		First Fruits Excavating, Inc.		Harbel, Inc.	
Bid	✓	Bid	✓	Bid	✓
AoQtB	✓	AoQtB	✓	AoQtB	✓
LPC	N/A	LPC	N/A	LPC	County
ARVF	✓	ARVF	✓	ARVF	✓
TOTAL BID:		\$ 895,217.00		\$ 787,000.00	
				\$ 871,500.00	

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



Robert Smith, PE

Director of Engineering & Utilities

File Attachments for Item:

. Order 27,595 - authorizing the execution of a contract of sale to acquire 403-405 Central Avenue (Tax ID 22-005596) from Monica L. Stewart and Lucille Stewart for the purchase price of \$35,000

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

ORDER NO. 27,595

DATE: November 4, 2024

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

THAT, the purchase of the property at 403-405 Central Avenue in Cumberland, MD (Tax ID 22-005596) from Monica L. Stewart and Lucille Stewart as part of the Central Avenue City/County Initiative for the price of Thirty Five Thousand Dollars and No Cents (\$35,000.00) be and is hereby approved.

Raymond M. Morriss, Mayor

CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") is made by and between **Mayor and City Council of Cumberland** ("Buyer") and **Monica L. Stewart and Lucille Stewart** ("Sellers") and is effective as of the date its execution is completed as shown in the signature provisions on the last page of this Contract before the Addenda.

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

403-405 Central Avenue, Cumberland, MD 21502, Allegany County Land
Records Book 1987, Page 454, Tax Account No. 22-005596.

2. Purchase Price. The purchase price for the Property (the "Purchase Price") is Thirty-Five Thousand Dollars (\$35,000.00).

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 not subject to any contingencies other than those set forth herein.

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 Sellers until legal title has passed or possession has been given to Buyer.

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

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

Buyer shall abate the real estate taxes it is owed, it will assume responsibility for the payment of the real estate taxes due to Allegany County, and it will assume responsibility for the payment of the said City and County taxes after the settlement of the transaction which is the subject of this Contract is held.

10. Deed and Title. Upon payment of the Purchase Price, a deed conveying the Property from Sellers to Buyer containing covenants of special warranty and further assurances shall be executed at Buyer's expense by Sellers. 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.

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

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

13. Non-resident Withholding Tax. A person who resides outside of the State of Maryland must pay non-resident income withholding tax, presently 8.0% of the net sales price, as a condition precedent to the recordation of a deed. A nonresident seller is responsible for the payment of these taxes.

14. Documentary Stamps, Recordation, Transfer Taxes. All transfer and recordation taxes and fees payable in connection with the sale of the Property shall be paid by Purchaser.

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

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

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

18. Maryland Law Applies. This Contract shall be governed and construed according to the laws of the State of Maryland without regard to principles of conflict of laws. It shall be

enforceable exclusively by means of an action commenced in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and both parties waive the right to claim that such a proceeding is commenced in an inconvenient forum or one that lacks proper venue.

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

Monica L. Stewart

Date

Lucille Stewart

Date

File Attachments for Item:

. Order 27,596 - authorizing the execution of a Memorandum of Understanding by and between the Mayor and City Council of Cumberland and Talkie Communications, Inc. pertaining to the construction, installation and maintenance of Talkie Communications, Inc.'s Backbone Network that is deployed within certain City owned Rights of Way

- ORDER -

of the

Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 27,596

DATE: November 04, 2024

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 Talkie Communications, Inc. pertaining to the construction, installation and maintenance of Talkie Communications, Inc.'s Backbone Network that is deployed within certain City owned Rights of Way.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: 11/4/2024

Key Staff Contact: Robert Smith, PE

Item Title:

Memorandum of Understanding between Talkie Communications and the City

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

This Memorandum of Understanding (MOU) between the City of Cumberland (City) and Talkie Communications, Inc. (Talkie) is in regards to Talkie's construction and installation of its Backbone Network that is deployed within certain City-owned Rights-of-Way (ROWs). The MOU sets forth the general understanding between the Parties with respect to construction, installation, and maintenance of Talkie's Backbone Network within City-owned ROWs.

Amount of Award: N/A

Budget number: N/A

Grant, bond, etc. reference: N/A

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) sets forth the mutual intentions and agreement by and between the City of Cumberland (“City”) and Talkie Communications, Inc. (“Talkie”) (collectively, the “Parties”) with regard to Talkie’s construction and installation of its Backbone Network, as defined below, that is deployed within certain City-owned Rights-of-Way (“ROWS”).

I. Purpose and Scope

- A. The City worked with Talkie to identify and finalize the construction and installation plans of Talkie’s backbone fiber routes within certain City-owned ROWs, as shown in confidential Exhibit A (“Backbone Network”). The agreed upon routes and design of Talkie’s Backbone Network within certain City-owned ROWs are described in Exhibit A to this MOU.
- B. This MOU sets forth the general understanding between the Parties with respect to construction, installation, and maintenance of Talkie’s Backbone Network within certain City-owned ROWs.

II. Terms of Understanding

- A. Talkie intends to construct, install, and maintain its Backbone Network along the routes and in accordance with the specifications set forth in Exhibit A.¹ Talkie shall strive to complete its construction and installation of the Backbone Network by June 30, 2025.
- B. The City agrees to allow Talkie to construct, install, and maintain its Backbone Network within the City-owned ROWs shown on Exhibit A without incurring any permit fees and ROW disturbance fees under the City Code of Ordinances (“City Code”).
- C. Talkie shall obtain the necessary permits from the City for all construction, installation, maintenance, and other work to be performed that is associated with Talkie’s deployment of its Backbone Network within City-owned ROWs. Talkie shall submit requests for such permits using the City’s ROW permit software.
- D. In City-owned ROWs, Talkie shall restore any disturbed areas caused as a result of Talkie’s installation, construction, maintenance, and other work to be performed that is associated with Talkie’s deployment of its Backbone Network in accordance with City Code and subject to the reasonable satisfaction of the City Engineer.
- E. The Parties agree to indemnify, defend and hold harmless each other and their respective officers, directors, employees, agents, affiliates and suppliers from and against any claims, actions, demands, losses and damages, including attorney’s fees,

¹ Exhibit A shows Talkie’s fiber route and locations where Talkie will drill in the City of Cumberland.

relating to any violation of this Agreement or related acts or omissions by the other, its employees, agents, affiliates, and/or suppliers.

III. Legal Compliance

- A. The Parties acknowledge that each must be able to fulfill its commitments under this MOU in accordance with applicable, governing law. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions. If at any time either Party is unable to perform their commitments under this MOU consistent with such Party's legal obligations, the affected Party shall immediately provide written notice to the other. In such event, the Parties shall attempt to renegotiate mutually acceptable replacement terms. This Section III.A. expressly excludes and does not otherwise nullify the City's obligation not to assess Talkie the fees referenced in Section II.B, above.

IV. Governing Law

- A. This MOU shall be governed by and construed in accordance with the laws of the State of Maryland.

V. Miscellaneous

- A. The Parties agree to utilize their best efforts to facilitate and produce any and all actions by third parties necessary to achieve the objectives and commitments set forth in this MOU, and further agree not to take any action or encourage or condone any action that would interfere with the performance of or otherwise undermine this MOU, or which would adversely affect any of the rights or obligations established in or related to this MOU.
- B. The Parties acknowledge that, in executing this MOU, such party has had sufficient opportunity to seek the advice of independent legal counsel and has read and understood all the terms and provisions of this MOU.
- C. The Parties hereby represent that the foregoing terms and conditions are acceptable, and further represent that each signatory below is duly authorized to enter into this MOU on behalf of such party.

City of Cumberland

Talkie Communications, Inc.

By:

By: Andrew DeMattia

Title:

Title: Co-CEO

Date:

Date:

File Attachments for Item:

. Order 27,597 - authorizing the execution of an Outdoor Seating Lease Agreement with Azadarmaki Gholamreza (DBA Azad's) for the use of the public right of way immediately in front of and adjacent to the property for outside seating for a term effective November 4, 2024 through October 31, 2025

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

ORDER NO. 27,597

DATE: November 4, 2024

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

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

Azadarmaki Gholamreza DBA Azad's

detailing terms for the use of the public right-of-way immediately in front of and adjacent to the property for outside seating for a term effective November 4, 2024 through October 31, 2025.

Raymond M. Morriss, Mayor

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and executed this 4th day of November, 2024, by and between **Mayor and City Council of Cumberland**, a Maryland municipal corporation (the "City") and **Azadarmaki Gholamreza** ("Lessee").

WHEREAS, Lessee operates a business at 35-37 N. Centre Street, Cumberland, MD 21502;

WHEREAS, the City maintains and/or owns the public right-of-way abutting and in front of the building that houses the business;

WHEREAS, Lessee wishes to expand his operations to include an outdoor seating area for customers and guests; 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 the aforementioned purposes.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Recitals.** The Recitals set forth above are not merely introductory. They are incorporated by reference herein and form a part of this Lease.

2. **Demise.** The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to and fronting Lessee's business, running from the front wall of the building for a depth of 14 feet and a length of 29.5 feet (the "Demised Premises") as shown on the drawing attached hereto and incorporated by reference as Exhibit 1.

3. **As-Is Condition; No Warranties or Representations.** 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 during the term of this Lease. 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 Lessee's agents, employees or representatives made prior to or following the date of this Lease unless it is modified as provided for herein.

4. **Term.** The term of this Lease shall commence on November 4, 2024 and shall terminate on October 31, 2025 unless sooner terminated as provided herein. The City reserves the right to suspend or terminate this Lease immediately if it requires the use of the Demised Premises.

5. **Use of Property.**

5.1. **Permitted Use.** The Demised Premises shall be occupied and used solely for the purpose set forth in the Recitals. Lessee agrees to 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.

5.2. Prohibited Uses. Any uses not listed in Subsection 5.1 are prohibited. Prohibited uses include, but are not limited to, the sale of goods, food, or beverages, the display of goods for sale, and the drinking, consumption or possession of alcoholic beverages in open containers.

6. Special Events. The City may suspend Lessee's use of the Demised Premises during special events and will endeavor to provide at least ten (10) days' notice before such suspension. However, no advance notice will be given for Heritage Days.

7. Rent. Lessee, in consideration of the leasing of the Demised Premises, agrees to pay rent to the City in the amount of One Dollar (\$1.00).

8. 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 be responsible for paying all related fees. The execution of this Lease does not constitute approval of any permits or licenses from the City.

9. Demarcation of Perimeter of Demised Premises. Lessee shall place stanchions and chains or similar barriers along the perimeter of the Demised Premises to mark off its boundaries.

10. Prohibition of Open Containers of Alcoholic Beverages. Consistent with Section 11-113 of the City Code, the drinking, consuming and/or possessing alcoholic beverages in open containers in the Demised Premises is prohibited. Should Lessee apply to the Liquor Control Board for a license to conduct any of these prohibited activities in the Demised Premises, this Lease shall automatically terminate.

11. 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 items must be approved by the City before use within said area. Said furnishings and equipment may only be placed on the Demised Premises during the hours of operation of Lessee's business.

12. Rules And Regulations. The City reserves the right to establish, modify, amend and enforce reasonable rules and regulations regarding the Demised Premises. Lessee shall comply with such rules and regulations.

13. Assignment And Subletting. This Lease and the rights granted herein 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.

14. **Termination.** Except as provided elsewhere in this Lease, either party shall have the right to cancel this Lease by giving the other no less than ten (10) days advance written notice.

15. **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 his obligations under the terms of this Lease.

16. **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.

17. **Insurance.** So long as this Lease is in effect, Lessee shall, at his 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 and from time to time upon the request of the City, Lessee shall provide the City with a certificate of insurance evidencing his compliance with the requirements of this section.

18. **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.

19. **Indemnification.** Lessee shall indemnify, hold harmless and defend the City, its officers, officials, agents, and employees from and against 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 his business on the Demised Premises;

b) any act or omission done, permitted or suffered by Lessee, his 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.

20. 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 his part to be kept and performed, and, with respect to the first default, Lessee shall not have cured or corrected this failure within five (5) days after written notice of said default. The City is not obligated to provide notice of and the opportunity to cure any subsequent defaults.

b) If Lessee shall make an assignment for the benefit of his 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 shall permit it to remain vacant and unoccupied without the consent of the City first obtained.

21. 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.

22. Other Remedies. 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.

23. 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.

24. 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, mailed by means of an overnight delivery service, 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:

Azadarmaki Gholamreza
1093 Bonnie View Drive
Great Falls, VA 22066

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.**

30. 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.

31. **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.

32. **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.

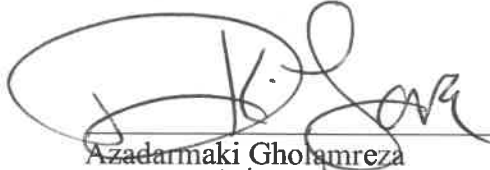
WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton,
City Clerk

By: _____
Raymond M. Morriss, Mayor

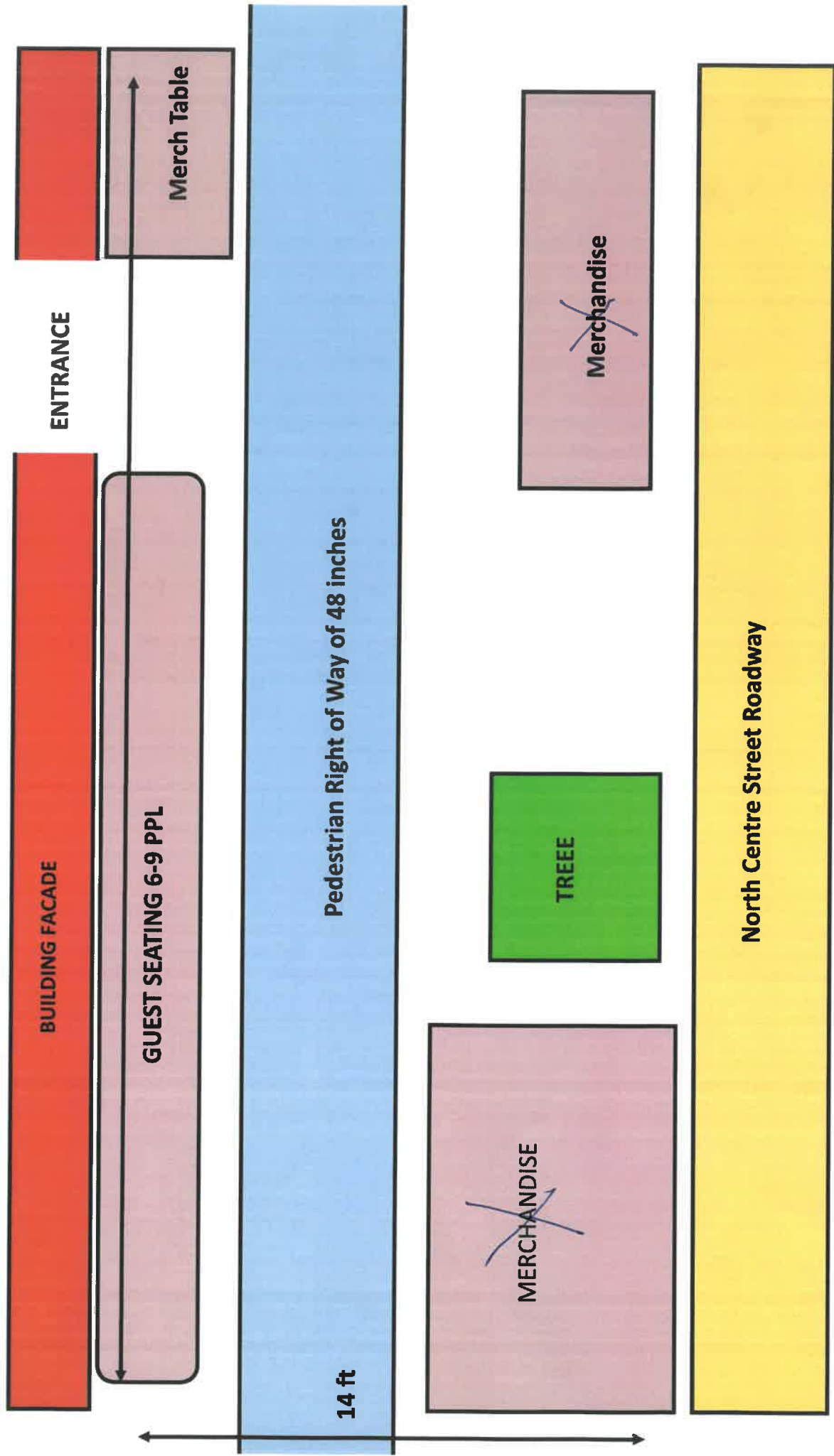
Witness



Azadarmaki Gholamreza
David K. Love
Representative
Operating Partner

35-37 North Centre Street

Outdoor SIDEWALK Area for Lease Agreement with City of Cumberland &
Fairfax Rug Company dba Azad's of Cumberland NORMAL SECONDARY SET-UP





CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
08/07/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements.

PRODUCER CBIZ INSURANCE SERVICES INC 44 BALTIMORE ST CUMBERLAND, MD 21502 (888) 661-3938	CONTACT NAME PHONE (A/C, No, Ext): (888) 661-3938 FAX (A/C, No): (877) 872-7884 E-MAIL: service.center@travellers.com ADDRESS: service.center@travellers.com
INSURED GHOLAMREZA AZADARMAKI DBA AZAD'S OF CUMBERLAND & THE QASHQAI GALLERY 37 N CENTRE ST CUMBERLAND, MD 21502	INSURER(S) AFFORDING COVERAGE INSURER A: TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 472593136320412

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL (RSD)	SUBR (WYS)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ HIRED AUTO ☒ NON-OWNED AUTO GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X		680-3G95T234-24	09/23/2024	09/23/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (if a occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
AS RESPECTS TO GENERAL LIABILITY, CERTIFICATE HOLDER IS ADDITIONAL INSURED - STATE OR POLITICAL SUBDIVISIONS - PERMITS RELATING TO PREM. CG 20 13

CERTIFICATE HOLDER

THE MAYOR AND CITY COUNCIL OF CUMBERLAND
MARYLAND
57 N. LIBERTY STREET
CUMBERLAND, MD 21502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Renan M. Beltran

© 1988-2015 ACORD CORPORATION. All rights reserved

ORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD