



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

AGENDA

M&CC Regular Meeting
City Hall, Cumberland, MD

DATE: March 07, 2023

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

Director's Reports

(A) Utilities - Flood, Water, Sewer

1. Utilities Division Water/Sewer/Flood monthly report for February 2023

Public Comments

All public comments are limited to 5 minutes per person

Unfinished Business

(A) Ordinances

1. Ordinance 3939 (*2nd and 3rd readings*) - authorizing the execution of an agreement of sale and a development agreement with Clock Tower Ventures, LLC for the sale of the property at 19 Frederick Street

New Business

(A) Ordinances

1. Ordinance 3940 (*1st reading*) - authorizing the transfer of 13 W. Clement Street to Richard Pravlik for the purchase price of \$7,500

(B) Orders (Consent Agenda)

1. Order 27,189 - declaring vehicles and equipment to be surplus and authorizing them for sale or trade in
2. Order 27,190 - appointing Micheal Harris to the Downtown Development Commission
3. Order 27,191 - authorizing the acceptance of a FY23 Strategic Demolition Fund Grant in the amount of \$325,000 to assist with the McMullen Building Upper Story Redevelopment Project
4. Order 27,192 - approving the procedure and application form for the Hotel/Motel Tax Grant program
5. Order 27,193 - accepting the bid from Belt Paving, Inc. for the milling and paving project on Avondale and Kentucky Avenues (City Project 2023-02-PVG) in the amount not to exceed \$633,029
6. Order 27,194 - authorizing the sole source proposal from Freeman Industries, Inc. to upgrade the existing cathodic protection controllers for five water tanks in the City water distribution system in an amount not to exceed \$37,500
7. Order 27,195 - accepting the bid from Civil & Environmental Consultants, Inc. for the generation of a preliminary engineering report for the River Park and North Branch Potomac Industrial Dam Removal project (City Project 2022-39-FPM) in the amount not to exceed \$87,100
8. Order 27,196 - approving the proposal from FESCO Emergency Sales to provide two (2) 2024 International Ambulances for a total delivered price not to exceed \$799,404
9. Order 27,197 - authorizing a change in name for the International Association of Firefighters Local #1715, hereinafter known as International Association of Firefighters Local #203; and, executing an Addendum to the collective bargaining agreement as it pertains to Articles 6, 7 and 20
10. Order 27,198 - authorizing execution of a Donation Agreement with Kevin Kniseley, Personal Representative of the Estate of Robinhood Constitution, AKA Mark Anthony Shryock, for the donation of three properties on Gephart Drive: Lots 9-11 (Tax ID 06-003443), Lots 21-22 (Tax ID 06-003478) and Lots 22-23 (Tax ID 06-015123) to the City, and authorizing the City's acceptance of the deed and execution of documentation to effect the transfer
11. Order 27,199 - adopting the Code of Conduct for Working with Children

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Utilities Division Water/Sewer/Flood monthly report for February 2023

Utilities Division Activity Report for February 23 WATER

REQUEST	W/E 2/3/23	W/E 2/10/23	W/E 2/17/23	W/E 2/28/23	MONTHLY TOTALS
Service Technicians					
NON READS	16	35	28	31	110
FINAL READS/TURN ONS/SHUT OFFS & DEMOS	1		2	6	9
LEAK INVESTIGATIONS/turn off-on	1	5	3	11	20
METER/STOP INVESTIGATIONS	2	7	16	15	40
REPAIR WIRING/GET READING					0
ORANGE TAG FOR REPAIRS	1		10	4	15
RED/PINK TAG FOR SHUT OFF					0
TURN WATER ON	38	64	69	56	227
NONPMT/BAD CK/AGREE SHUT OFFS	76	67	63	45	251
SUSPENDED ACCTS - RECHECKS	41	51	1		93
REPLACE/REPAIR METER/LID/VALVE					0
SVC SEPARATIONS/INVESTIGATIONS					0
INSTALL COUPLERS/PLUGS/LOCKS		3			3
NEW METER - Residential	1	2	1	3	7
METER FIELD TESTS - Residential					0
METER TESTS - Industrial					0
NEW METER - Industrial		1	1		2
HYDRANTS FLUSHED					0
PRESSURE CHECK/NO WATER/DIRTY WATER	1	1	1	1	4
MOVE METERS OUTSIDE	3	1	4	2	10
SP Change Outs/Repairs/Reactivates/Move	4	4	5	5	18
Replace/Reattach smartpoint antenna					0
INSULATE METER BOXES					0
FREEZE UPS-LEAKS/METERS & LINES					0
CCP - BACKFLOW/RETRO	3	1	4	2	10
HYDRANT/IRRIGATION METER					0
Total					819
Pipe Technicians					
LINE LOCATOR	39	81	147	138	405
TAPS SERVICED	2	3	5	8	18
LEAKS REPAIRED	2	2	4	5	13
301 W IND BLVD-INSTALLED RETROS & LID	3				3
LAFAYETTE @ ELIZABETH - NEW 6" VALVE	3				3
HIGHLAND @ MT ROYAL - REPLACED HYD		4			4
FLUSHED HYDS - CLEVELAND AVE		3			3
CAMDEN/HUNT TERR - LEAK INVESTIGATION		3			3
COLD MIXED HOLE - LAFAYETTE AVE		3			3
FLUSHED DEAD END HYDRANTS		31			31
ABANDONED SERVICE - 158 N CENTRE		4			4
INVESTIGATED LEAK - BEDFORD RD FIRE HALL		4			4
LOCATED SERVICE - 151 N CENTRE		2			2
BED RD FIRE HALL - BLACKTOPPED		4			4
MARKED OUT NEW MAIN JOB - RIVERSIDE			4		4
TURNED OFF SERVICE -REYNOLDS/CEMETARY			4		4
DUG FOR POWER LINE/NEW BLDG @ SHOP			8		8
NEW MAIN LINE - RIVERSIDE COMPLEX			8	12	20
NEW YARD HYD @ WAREHOUSE			4		4
FIXED SINK HOLE - INDUSTRIAL BLVD			4		4
HAULED STONE TO DAM			4		4
COLD MIXED 410 CHESTNUT				3	3
REPAIRED METER BOX LID - 523 SHRIVER				3	3
NEW MAIN LINE - FRANTZ LN				14	14
REPAIRED METER BOX - 1918 DURHAM DR				3	3
CLEANED TRUCKS & TOOLS				3	3
					0
					0
					0
					0
					0

Watershed

Moved #392 from park to pipe rack
 Loaded logs/wood at pipe rack & hauled away
 Checked out shale pit on Pea Vine Run to start hauling to shale dump site
 Shut down valves on Seneca tank for wheel valve replacement
 Cleaned vault tank @ UPMCWM
 Hauled excavator to Pea Vine Run for shale hauling project for old fill site @ park
 Pea Vine Run Rd - loaded and hauled shale to dump site (several days)
 Prepared shale pit to dig out
 Hauled 6 loads of shale
 Dug up valves to be replaced & moved for the drain & water feed for the pool
 Park fill site - Removed 2 - 8" valves & 1 - 6" rain lead pipe
 Park fill site - Started installing new 8" valves & pipe
 Park fill site - Installed 40' of 6" rain lead pipe to man hole/Repaired brick man hole & backfilled
 Set new meter @ WCI Prison (220)
 Graded dirt @ old dump site
 Backfilled valves & pipe @ dump site
 Pinpointed leak on 3" main that feeds garage area at dam
 Dug out footers & pad area for valve box vault - Park fill site
 Returned form boards back to dam
 Went to Lowe's to get rebar for pad @ park fill site
 Cleaned loader
 Dam - lower garage: tried to spot leak on 3" line
 Removed downed trees (several days)
 Installed 2 - 1" air valves
 Park dump site - cut & installed rebar (several days)
 Line locates - Frantz Ln main replacement
 Riverside - grated ditch/seeded & mulched/hauled rocks to dump site
 Assisted 304 crew with leak on Hanover St
 Hauled equipment
 Moved materials
 Hauled shale to dump site

Projects

Projects					0
GRAND TOTAL					1393

February 2023 Monthly Report

FLOOD MAINTENANCE

Test run pumps and run gates
Run gate operators
Check sewage regulators
Safety meeting
Run Greene St. pump
Clean bullpen
Clean all storm drains
Cut tree on Rt. 28 levee
Preform other maintenance work as required

SEWER BRANCH

Calls answered	8
Service lines opened	1
Owner's trouble	7
Traced lines/main	269
Mains Repairs/ Replace	5
Sewer taps installed/replaced	0
Cleaned catch basins	16
Cleanouts installed	1
Televised sewer mains	3 mains
Televised sewer lines	3 service lines
Call outs/ overtime	6 callouts/ 6 hours overtime
Weekly check of overflows, pits	4
Catch basin repair/rebuild	0
Flushed mains	4,038 Feet

Gallons of water used 8,000 Gals.

605 Vac-con truck 3,000 Gals.

608 Flush truck 5,000 Gals.

Safety meeting

151 N Centre St. repaired 10" storm and 4" sewer mains (NPL)

Charles St repaired sewer line and added C/O

Prospect Square repaired and removed roots to storm main

Allegany St. repaired sewer service line

Cleaned storm drains at service center

Cleaned two pits (W.W.T.P.)

Hydro two holes (W.T.P.)

Hydro 4 sites (water)

Hydro 5 site (sewer)

File Attachments for Item:

1. Ordinance 3939 (*2nd and 3rd readings*) - authorizing the execution of an agreement of sale and a development agreement with Clock Tower Ventures, LLC for the sale of the property at 19 Frederick Street

ORDINANCE NO. 3939

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO AUTHORIZE THE EXECUTION OF (1) AN AGREEMENT OF SALE AND DEVELOPMENT AGREEMENT WITH CLOCK TOWER VENTURES, LLC FOR THE SALE OF CERTAIN SURPLUS PROPERTY LOCATED AT 19 FREDERICK STREET, CUMBERLAND, MARYLAND 21502 AND (2) A DEED FOR THE PURPOSE OF CONVEYING THAT PROPERTY TO CLOCK TOWER VENTURES, LLC."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property and the improvements thereon located at 19 Frederick Street, Cumberland, Maryland 21502 (the "Property");

WHEREAS, the Property was declared to be surplus property under the terms of Order No. 26,953, passed by the Mayor and City Council on February 1, 2022;

WHEREAS, Clock Tower Ventures, LLC desires to purchase the Property for the sum of \$1.00, and the Mayor and City Council agree to sell it for that sum, subject to the terms and conditions relative to the repair and revitalization of Property and such other terms as are set forth in the Agreement of Sale and Development Agreement (the "Agreement") attached hereto as Exhibit A; and

WHEREAS, the Mayor and City Council deem the sale and improvement of the Property in accordance with the terms of the Agreement to be in the City's best interests.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Clerk are authorized to execute the Agreement, and they are authorized to execute a deed for the purpose of conveying the Property to Clock Tower

Ventures, LLC for the purchase price of \$1.00 at the closing for the transaction contemplated by the terms of the Agreement.

SECTION 2: BE IT FURTHER ORDAINED, that the City Solicitor and City Administrator are individually authorized to execute a closing statement and such other documents as may be required for the purpose of facilitating and completing the closing for the sale of the Property.

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

Passed this ____ day of March, 2023.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

AGREEMENT OF SALE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT OF SALE AND DEVELOPMENT AGREEMENT (“Agreement”), by and between the **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **Clock Tower Ventures LLC** (“CTV”), a Maryland limited liability company.

RECITALS:

WHEREAS, the City owns the real property and improvements thereon located at 19 Frederick Street, Cumberland, MD 21502 which is more particularly defined hereinafter as the “Property”.

WHEREAS, the Property was formerly occupied by the Allegany County Human Resources Development Corporation. It vacated the Property around 2008. Since that date, the Property has largely been vacant.

WHEREAS, the City issued a Request for Proposals for the redevelopment of the Property.

WHEREAS, CTV submitted a proposal that was accepted by the City subject to the terms of a development agreement.

WHEREAS, this Agreement sets forth the terms and conditions for the conveyance of the Property to CTV and CTV’s obligations for its redevelopment.

WITNESSETH:

NOW, THEREFORE, in consideration of the covenants, terms and agreements set forth herein, the City agrees to sell and convey the Property to CTV and CTV agrees to purchase and acquire the Property from the City subject to those covenants, terms and agreement:

Article I
General Provisions

1.1. Explanation. The Recitals set forth above are not merely prefatory. They are incorporated by reference herein as a part of this Agreement.

1.2. Defined Terms. The following terms used in this Agreement, unless the context otherwise requires, shall have the following meanings:

“*Beverages*” means beer, wine, brandy, rum, whiskey, moonshine, spirits, and other alcoholic beverages and products. It also includes beverages that do not contain alcohol (i.e., soda, coffee, tea, milk, juice)”. This term is intended to be interpreted broadly.

“*Building*” means the building on the Property.

“*City*” shall include Mayor and City Council of Cumberland, a Maryland municipal corporation, its employees, agents, representatives, officers, officials, contractors, and subcontractors. It also includes the City’s successors and assigns.

“*Closing*” means the closing for the sale of the Property from the City to CTV.

“*Closing Date*” means the date of Closing as provided for in **Section 2.1**.

“*CTV*” means Clock Tower Ventures LLC, its affiliates and subsidiaries and their respective employees, agents, representatives, officers, contractors and subcontractors. It also excludes Clock Tower Ventures LLC’s successors and assigns.

“*Cure Period*” means the Due Diligence Period or sixty (60) days from the date a written notice of default is given by one party to the other within which a default under the terms of this Agreement must be cured, whichever is last to occur; provided, however, that if the Cure Period expires after the Due Diligence Period, efforts to cure the default must begin before the expiration of the Due Diligence Period and they must be pursued diligently until completed.

“*Due Diligence Period*” means the period of time within which CTV is entitled to conduct due diligence relative to the transaction which is the subject of this Agreement. The Due Diligence Period shall continue for 180 days following the Effective Date or such lesser amount of time as is required to conduct the due diligence.

“*Effective Date*” shall mean the date that this Agreement is fully signed by the parties.

“*Governmental Agency*” shall mean any (1) governmental or quasi-governmental entity of any nature, including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, board, instrumentality, officer, official, representative, organization, taxing authority or unit and any court or other tribunal (foreign, federal, state or local), or (2) person, or body exercising, or entitled to exercise, any executive, legislative, judicial, administrative, regulatory, police, military or taxing authority or power of any nature.

“*Governmental Approval*” shall mean a permit, license, certificate, franchise, concession, approval, consent, ratification, permission, clearance, confirmation, endorsement, waiver, certification, filing, franchise, notice, variance, right, designation, rating, registration, qualification, authorization or order that is or has been issued, granted, given or otherwise

made available by or under the authority of any Governmental Agency or pursuant to any Law.

“*Laws*” shall mean all laws, rules, regulations, ordinances, resolutions, adopted guidelines, and official policies of local, state and federal governments and Governmental Entities.

“*Permits and Approvals*” shall mean the permits and approvals for the Project or each phase thereof that are required for the development of the Project or the particular phase that is being developed (other than building permits), as the case may be, that is needed for public access and the development of a particular phase. Said Permits and Approvals shall be consistent with City standards.

“*Project*” shall mean the acquisition, development, sale, disposition, and/or management of the Property as contemplated by this Agreement.

“*Property*” shall mean 19 Frederick Street, Cumberland, MD 21502 which is identified as Tax ID No. 14-003096 and is more particularly described in the deed recorded among the Land Records of Allegany County, Maryland in Deed Liber 172, folio 17.

“*Purchase Price*” means the sale price for the Property, i.e. One Dollar (\$1.00).

“*Transactions*” means the transactions subject to the terms of this Agreement.

To the extent that any capitalized terms contained in this Agreement are not defined above, they shall have the meanings otherwise ascribed to them herein.

1.3. Purpose of Agreement. The purpose of this Agreement is to effectuate the redevelopment of the Property, with a mix of commercial and residential uses to be conducted therein, including a plant bar, office space and residential space.

1.4. Prohibition Against Change in Ownership of CTV; Assignment.

1.4.1. Ownership; Change in Ownership.

A. Representations Regarding Ownership. CTV represents that Aaron Peteranecz and Shelley McIntire hold 100% of the interests in CTV. They are its only members.

B. Members’ Qualifications. The City would not have entered into this Agreement but for Aaron Peteranecz’s and Shelley McIntire’s qualifications and experience. No voluntary or involuntary successor-in-interest of CTV shall acquire any rights or powers under this Agreement, except as expressly set forth herein. Any withdrawal or change (whether

voluntary, involuntary or by operation of law) of a member or interest holder, individually or jointly, owning a controlling interest in CTV shall not be permitted except as set forth hereinafter.

C. Notwithstanding anything to the contrary herein, there shall be no change in CTV's ownership for at least one hundred twenty (120) days following the date of this Agreement.

1.4.2. Assignment. Except as otherwise provided in this Agreement, CTV shall not assign all or any part of this Agreement to a third party without the prior written approval of the City, which consent the City may not be withheld without good cause. The City's exercise of discretion shall be based upon the proposed assignee's capability to perform CTV's obligations under this Agreement, the soundness of its financial condition, its ability to obtain financing to enable it to perform CTV's obligations herein and to conduct its business, and any other facts or criteria the City deems relevant. Any assignment of this Agreement without the prior written approval of the City shall be void *ab initio* and shall be considered to be a breach of its terms.

1.4.3. Member's Death/Disability. Notwithstanding anything to the contrary herein, the death or disability of a member, who individually or jointly with others, acquires a controlling interest in CTV, shall not be considered to be an assignment of this Agreement to a third party; provided the successor member or interest holder is approved by the City in writing within one hundred eighty (180) days of the date of death or disability.

1.4.4. CTV's Required Notifications. CTV shall promptly notify the City, in writing, of any material change in the ownership of its interests, its financial condition, or its operation and management.

1.5 Expiration of this Agreement. This Agreement shall expire five (5) years from the date of the issuance of an Occupancy Permit for the Building unless legal proceedings arising out of, as a result of, or as an incident to this Agreement are instituted within that time frame. The tolling shall continue for such time as the default is cured to the reasonable satisfaction of the non-breaching party and the non-breaching party gives written notice of said satisfaction to the other party. Upon the expiration of this Agreement, the City shall record a confirmatory deed in the Land Records of Allegany County to effect the release of the Property from the terms of this Agreement.

Article II **Sale Terms**

2.1. Closing Date. Except as otherwise set forth herein, Closing shall occur no later than thirty (30) days after the conclusion of the Due Diligence Period or thirty (30) days after the conclusion of the Cure Period, whichever is last to occur.

2.2. **Purchase Price.** The Purchase Price for the Property shall be One Dollar (\$1.00). The Purchase Price shall be paid at Closing.

2.3. **Proration of Taxes and Utilities.** All taxes and assessments becoming due and accruing during the fiscal year in which the deed is delivered shall be prorated between the City and CTV as of the date of Closing. CTV shall pay those taxes thereafter.

2.4. **Transfer & Recordation Taxes & Fees.** All transfer and recordation taxes, deed recordation fees and other governmental taxes, charges and fees which must be paid in connection with the transfer of the Property as contemplated herein shall be paid by CTV.

2.5. **CTV's Contingencies.** CTV's obligation to close is subject to the conditions set forth in this section and elsewhere in this Agreement.

2.5.1. Title Examination; Defect Reporting & Cure.

2.5.1.1. **Title Examination & Defect Reporting.** CTV shall arrange and pay for such examination of the title to the Property as it deems necessary. Failure to obtain such examination and report any title defects to the City in writing within forty-five (45) days after the Effective Date shall constitute a waiver of any and all title defects.

2.5.1.2. **Cure of Title Defects.** If City has not cured all substantial defects in the title to the Property before the expiration of the Cure Period, CTV shall have the option, in its sole discretion, of (i) taking such title as City can deliver or (ii) terminating this Agreement, whereupon the City and CTV shall be completely discharged from all liabilities and obligations arising out of this Agreement.

2.5.2. **Financing Contingency.** CTV will be obtaining financing for the revocation of the Property from Ridgecrest Investment, Inc., one of its members. Accordingly, Closing shall not be contingent upon CTV's procurement of financing.

2.5.3. **Other Due Diligence.** CTV shall have the right to perform such due diligence as it deems necessary or advisable to close the transaction which is the subject of this Agreement. If through the conduct of such due diligence CTV discovers a condition which materially adversely affects its ability to conduct its intended use of the Property as is described in **Section 3.2** hereinafter, it must report such condition to the City no more than 120 days from the Effective Date. The City shall have thirty (30) days from the date of that notice to correct the condition. If City has not rectified the condition to the reasonable satisfaction of CTV within thirty (30) days from CTV's notice to City, CTV shall have the option, in its sole discretion, of (i) proceeding with Closing or (ii) terminating this Agreement, whereupon the City and CTV shall be

completely discharged from all liabilities and obligations arising out of this Agreement. Notwithstanding the foregoing, provided the City has commenced its efforts to rectify the said condition within the aforesaid thirty (30) day period but is unable to do so within that time frame, it shall have the right to continue those efforts for another sixty (60) days provided it gives CTV written notice of its intent to exercise that right before the thirty (30) day period expires. If necessary, the date of Closing shall be deferred until such time as the City is able to conclude its efforts to cure the default.

2.5.4. Due Diligence & Title Reports. CTV shall supply the City with all title reports and due diligence reports as soon as practical following the date it obtains those reports or they are made accessible to it, whichever is first to occur.

2.6. Deed; Conveyance. The City, at CTV's cost, shall prepare and execute a good and sufficient quitclaim deed and deliver the same in recordable form to CTV at Closing. Formal tender of the deed is hereby waived. It is intended that the deed shall transfer to CTV all of the City's right, title and interest in and to the Property, including all right, title and interest in and to all improvements, fixtures and personal property, if any, easements, hereditaments, privileges and appurtenances thereunto belonging, and to the use of all easements, if any, whether of record or not, appurtenant to the Property. The deed shall be subject to the terms of this Agreement. The deed and this Agreement shall be recorded among the Land Records of Allegany County, Maryland as soon as practicable following Closing.

2.7. Disclaimer of Representations and Warranties. CTV represents that it has fully inspected the Property. The City makes no representations or warranties with respect to the Property, either express or implied, unless they are set forth in this Agreement. CTV accepts the Property as-is, where-is, and with-all-faults basis and without any additional representations or warranties, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, operability, capacity or condition. CTV is responsible for conducting its own due diligence and any reliance upon representations or statements made by the City is at CTV's own risk.

Article III **Development Provisions**

3.1. Conditions for Conveyance and Development of Property. The conveyance of the Property contemplated herein and CTV's continued ownership of the Property shall be contingent upon its compliance with the terms of this Article. The assumption of the obligations and requirements set forth in this Article is a material consideration for the sale of the Property.

3.2. Permitted Use of the Property. The following uses may be conducted on the Property:

- (i) On-site sale and consumption of Beverages;
- (ii) A plant bar;
- (iii) Live entertainment;
- (iv) Events, like weddings, art shows, and conferences;
- (v) Community gatherings;
- (vi) Group meetings;
- (vii) Offices for businesses;
- (viii) Residential use, including long-term to short-term leasing;
- (ix) Uses ancillary to the foregoing; and
- (x) Food service in connection with the foregoing.

CTV may not use the Property for any other purposes without the written permission of the City, which permission may be denied for any reason or no reason at all. The terms of this Section shall expire upon the expiration of this Agreement as is set forth in **Section 1.5** hereinbefore.

3.3. Property Renovation.

3.3.1. Project Schedule. The Project shall proceed in accordance with the Project Schedule attached hereto and incorporated by reference herein as Attachment 1.

3.3.2. Diligence. Failure to adhere to the Project Schedule and/or failure to perform the work diligently and without interruption, except as permitted under **Section 6.18** hereinafter, may result in the reversion of title to the Property to the City as set forth hereinafter.

3.3.3 Progress Reports. CTV shall also provide the City with progress reports every ninety (90) days following the date of Closing. The reports shall describe the work performed and, as to construction, shall include photographs evidencing the same. It shall also detail the work that needs to be completed by the end date applicable to the particular category of work set forth in the Project Schedule. The detail may be provided by redlining the applicable Project Schedule.

3.3.4. Inspections. From time to time during regular business, the City shall have the right to inspect the Property to ensure that the work is being performed in a timely manner, to confirm the information contained in progress reports is being performed diligently, and to ensure that the work is being performed in a reasonably satisfactory manner.

3.4. Costs of Construction and Other Costs. The costs of developing the Property as provided for in this Agreement, including, without limitation, the planning, construction of improvements, and permitting, shall be borne by CTV.

3.5. Other Governmental Permits. CTV shall apply for and obtain such Permits and Approvals as may be required by any Governmental Agency having jurisdiction over the development of the Project and the conduct of the uses to be conducted on the Property. The City shall fully cooperate with CTV in its efforts to expedite the issuance of such Permits and Approvals: however, this provision shall not be interpreted to require that the City issue or grant any Permits and Approvals if the applications therefor fail to satisfy any legal requirements for the issuance or granting of the same.

3.6. Cooperation in the Event of Legal Challenge. If any legal or equitable action or other proceeding is brought by any individual, business entity, Governmental Agency or government official challenging the validity of any provision of this Agreement, the parties to this Agreement shall cooperate in defending such action or proceeding, including, a good faith attempt to select a mutually agreeable legal representative. CTV and the City shall each pay one-half of the cost of a joint defense. If the parties cannot agree on a joint defense or upon the same legal counsel, then each party shall bear its own costs of such defense. In the event of a legal challenge related to this Agreement, the time for the completion of the work described in **Section 3.4.2** herein shall automatically be tolled from the date of filing through the date the ruling on the matter becomes final and unappealable.

3.7. Lender Requirements. If CTV obtains mortgage financing for the Project, it shall provide the City with copies of the following documentation as it may be available:

- (i) Contemporaneously with their submission to its mortgage lender, CTV shall provide the City with copies of all Project construction schedules and any amendments or modifications thereto.
- (ii) CTV shall provide the City with copies of all documents evidencing its communications with its lenders relative to its performance under the terms of this Agreement.

3.8. Surety Bond/Irrevocable Letter of Credit. Before the City issues any permits that will permit CTV to commence construction, CTV shall post a surety bond or an irrevocable

letter of credit (individually and collectively hereinafter referred to as the “Bond”) in the amount of its estimated construction costs, the estimate to be approved by the City Engineer. The Bond shall name the City as its beneficiary and shall be in a form reasonably acceptable to the City. The City Solicitor shall conduct the review and he shall have the authority to determine whether the Bond is acceptable to the City. The Bond will remain in place until such time as the construction has been completed to the reasonable satisfaction of the City Engineer.

3.9. Equipment Operation and Maintenance Manuals. CTV shall provide the City with copies of the operation and maintenance manuals for all equipment installed on, in or at the Property. Said manuals shall be provided as soon as is practicable following the installation of each piece of equipment.

Article IV **Termination and Default**

4.1. Cure of Default by CTV. Should a party be in material default under the terms of this Agreement, the other party shall provide the party in default with written notice thereof and, unless otherwise provided herein, the defaulting party shall have the Cure Period to substantially cure the default. In the event of the defaulting party’s failure to substantially cure the default within the Cure Period, then the other party shall have all rights in law and equity, including, but not limited to, the right of specific performance and the right to terminate this Agreement.

4.2. Cure of Default by Lender.

4.2.1. CTV’s Obligation to Provide Lender Information. CTV shall provide the City with written notice of the name and address of the lender for any loan made to CTV which is secured by the Property, the loan account number, and the lender’s telephone number. CTV shall be responsible for providing the City with written notice of any changes in the foregoing information.

4.2.2. Notice of Default to Lender. The City shall provide the said lender with copies of any notices of default it gives to CTV.

4.3.2. Lender’s Right to Cure. any lender with a security interest in the Property shall have the right, but not the obligation, upon written notice to the City during the Cure Period, to cure any default and take any action under this Agreement, including assuming responsibility for its performance. In the event such notice is given, the lender shall have sixty (60) days from the date notice of the default is sent to it to cure the default. If the sixty (60) day period extends beyond the Cure Period, the Cure Period shall be extended so that the lender has sixty (60) days from the date of the City’s notice to cure a default.

4.3. Termination. In the event the City terminates this Agreement upon CTV's failure to cure a material default within the Cure Period: (a) the City shall have no further obligations to CTV under the terms of this Agreement; and (b) title to the Property shall immediately and without the necessity of any further action revert to and revest in the City free and clear of any and all claims, right, title and interest of CTV. In furtherance of the title reverter provisions set forth in the preceding sentence, (1) CTV hereby appoints Jeffrey Silka, City Administrator of the City of Cumberland, and his successor City Administrators, its true and lawful attorney in fact, with full power of substitution, hereby granting them full power and authority for it and in its stead to execute and deliver a deed or deeds for the Property to the City in the event CTV fails to cure any defaults in the manner aforesaid and to do any and all acts required in order to effect the said conveyance(s); and (2) alternatively, CTV hereby authorizes and empowers Jeffrey Silka and his successor City Administrators, as its authorized signatories, to execute and deliver a deed or deeds for the Property to the City in the event CTV fails to cure any defaults in the manner aforesaid and to do any and all acts required in order to effect the said conveyance.

Article V **Real Estate Taxes**

5.1. Real Estate Taxes. The City entered this Agreement for the purpose of, among other things, generating revenue from the collection of real estate taxes and personal property taxes with respect to the Property and Project. Consistent with the foregoing, and in consideration of the mutual covenants and conditions contained in this Agreement, CTV, its successors-in-interest and assigns, and successors in the title to the Property may not apply for, accept, or utilize any incentive, credit, abatement, offset, rebate, refund or another program (i) that would result in the reduction or elimination of the present and future full assessed value of the Property and improvements thereon or the reduction or elimination of the present and future full assessed value of CTV's personal property or (ii) which would result in the reduction, abatement or forgiveness of the aforesaid taxes payable to the City. Nothing contained in this section shall be interpreted or construed to prohibit CTV, its successors-in-interest and assigns, and successors in the title of the Property from taking full advantage of any program that would result in a reduction or elimination of the taxes identified herein that are due and payable to any entity other than the City. Notwithstanding anything to the contrary herein, CTV may appeal the assessment of the Property upon its reassessment by the State Department of Assessments and Taxation so long as the methodology used for CTV's calculation is to establish the fair market value of the property without any deductions or set offs.

Article VI
Miscellaneous Provisions

6.1. Severance/Reformation Clause. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby. It is also the intention of the parties to this Agreement, that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement a clause as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

6.2. Permits and Approval Independent. All Permits and Approvals, and all land use entitlements or approvals generally which may be issued or granted by the City with respect to the Property, constitute independent actions and approvals by the City. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, or if the City terminates this Agreement for any reason, then such invalidity, unenforceability or termination of this Agreement or any part hereof shall not affect the validity or effectiveness of any Permits and Approvals or other land use approvals. In such cases, such approvals will remain in effect pursuant to their own terms, provisions, and conditions of approval.

6.3. Further Actions. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

6.4. Construction. This Agreement has been reviewed and revised by legal counsel for each of the parties, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

6.5. Notices. Any notice under this Agreement must be in writing and be personally delivered, delivered by recognized overnight courier service or email. All notices must be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing.

If to City:

City of Cumberland
57 N. Liberty Street
Cumberland, Maryland 21502
ATTN: City Administrator
Email (presently): *jeff.silka@cumberlandmd.gov*

With a copy to the City of Cumberland City Solicitor, presently:

Michael Scott Cohen, Esquire
213 Washington Street
Cumberland, Maryland 21502
Email: *mike@msclaw.net*

If to CTV:

Clock Tower Ventures, LLC
22 N. Mulberry Street, Suite 100
Hagerstown, MD 21740
ATTN: Aaron Peteranecz
Email: *aaron@designmethodgroup.com*

With a copy to:

Terri Lowery, Esquire
75 Greene Street
Cumberland, Maryland 21502
Email: *terri@trozzo.com*

Any notice which is hand-delivered will be deemed to have been given when delivery is completed. A notice delivered by courier service shall be deemed given one (1) business day after deposit with the courier service. If a notice is delivered by email, it will be deemed effective when delivery can be confirmed, either through the messaging software or by written confirmation of the party to whom the notice is directed.

6.6. Partnership or Joint Venture. Nothing in this Agreement shall be construed to render the City in any way or for any purposes a partner, joint venture or associate in any relationship with CTV nor shall this Agreement be construed to authorize either to act as the agent for the other.

6.7. Estoppel Certificate. Within five (5) days following any written request which either party may make from time to time, the other party to this Agreement shall execute and deliver to the requesting party a statement certifying that: (1) this Agreement is unmodified and in full force and effect; (2) there are no current uncured defaults under its terms or specifying the dates and nature of any such default; and (c) any other reasonable information requested.

6.8. Time of the Essence. Time is of the essence in the performance of all the covenants, conditions, and agreements contained in this Agreement.

6.9. No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other party shall have any right of action based upon any provision of this Agreement.

6.10. Governing Law; Venue. This Agreement shall be governed and construed in accordance with the Laws of the State of Maryland. Any court proceedings arising out of, as an incident to or as a result of shall be instituted and maintained in the Circuit Court for Allegany County, Maryland or the District Court for Allegany County, Maryland. The parties waive any rights they may have to claim that such courts lack venue.

6.10. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. It supersedes all prior agreements and understandings between the parties relating to the subject matter of this Agreement. No modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing and signed by the party to be bound.

6.11. Dispute Costs. In the event any dispute between the parties with respect to this Agreement results in litigation or other proceedings, the prevailing party shall be reimbursed by the party not prevailing in such proceeding for all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees, experts' fees, and costs incurred by the prevailing party in connection with such litigation or other proceeding and any appeal thereof. Such costs, expenses, and fees shall be included in and made a part of the judgment recovered by the prevailing party, if any

6.12. Waiver. Neither the City's nor CTV's waiver of the breach of any covenant under this Agreement will be construed as a waiver of the breach of any other covenants or as a waiver of a subsequent breach of the same covenant.

6.13. Non-Merger; Survival. The terms, conditions, and provisions of this Agreement shall not be deemed to merge into any deed. They shall survive Closing and shall be deemed to

be covenants which run with the land for the period commencing upon the Effective Date and continuing indefinitely unless otherwise provided herein.

6.14. 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.

6.15. Section Headings. Section headings contained in this Agreement are for convenience only and shall not be considered in interpreting or construing this Agreement.

6.16. Binding Effect. This Agreement shall inure to the benefit of the parties hereto and it shall be binding upon their respective successors and assigns.

6.17. Counterparts; Electronic Copies. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which when taken together, shall be deemed to be a single instrument. Emailed or electronically transmitted counterparts shall be deemed to be originals.

6.18. Permitted Delays/Force Majeure. In addition to any other specific provisions of this Agreement, performance by either party of its obligations hereunder shall be excused during any period of delay caused at any time by reason of acts of God or civil commotion, riots, strikes, war, terrorism, picketing, or other labor disputes, shortage of materials or supplies, shortage of labor, pandemics or widespread health emergencies, unanticipated conditions in the economy, damage to work in progress by reason of fire, floods, earthquake or other casualties, restrictions imposed or mandated by governmental or quasi-governmental entities, enactment of conflicting Laws (including, without limitation, new or supplementary environmental regulations), any governmental actions or failure to act litigation, acts or neglect of the other party, or any other cause beyond the reasonable control of a party. Each party shall promptly notify the other party of any delay hereunder as soon as possible after the same has been ascertained.

6.19. Waiver of Trial by Jury. THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH OWNER AND/OR MANAGER MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT OR ANY PROVISION THEREOF. 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 AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY, AND VOLUNTARILY MADE BY THE PARTIES HERETO, AND THE PARTIES HERETO HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

6.20. Recordation. It is the parties' intention to record this Agreement among the Land Records of Allegany County, Maryland. The costs of recordation and recordation and transfer taxes, if any, shall be borne by the CTV.

WITNESS the hands and seals of the parties hereto the day and year first above written.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

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

CLOCK TOWER VENTURES LLC

By: _____ (SEAL)
Aaron Peteranecz, Managing Member

Signature of First Witness to
Signature of Aaron Peteranecz

First Witness printed name

First Witness address

Signature of Second Witness to
Signature of Aaron Peteranecz

Second Witness printed name

Second Witness address

STATE OF MARYLAND,
WASHINGTON COUNTY, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Aaron Peteranecz**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Managing Member of Clock Tower Ventures LLC, a Maryland limited liability company, and acknowledged the foregoing to be the act and deed of the said corporation; and at the same time made oath he is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

Attorney Certification

The undersigned attorney admitted to practice in the State of Maryland certifies that the foregoing instrument was prepared by him or under his supervision.

Michael Scott Cohen

File Attachments for Item:

. Ordinance 3940 (*1st reading*) - authorizing the transfer of 13 W. Clement Street to Richard Pravlik for the purchase price of \$7,500

ORDINANCE NO. 3940

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT RICHARD A. PRAVLIK'S BID OF SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY AND THE IMPROVEMENTS THEREON IN THE CITY OF CUMBERLAND KNOWN AS 13 W. CLEMENT STREET, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property and the improvements thereon located at 13 W. Clement Street, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 27,044, passed by the Mayor and City Council on July 19, 2022;

WHEREAS, the Property was included in the solicitation for bids known as the "2022 Surplus Property Request for Bids Round 5";

WHEREAS, the City received a bid for the purchase of the Property from Richard A. Pravlik (the "Purchaser") for the sum of Seven Thousand Five Hundred Dollars (\$7,500.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties or representations of any kind, the form and content of which is set forth in the Exhibit A attached hereto;
- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City of Cumberland and Allegany County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashiers check or money order. A total of three (3) personal checks/cashiers checks/money orders must be presented to the City Clerk.
 - i. \$60.00 deed recordation fee made payable to "Circuit Court for Allegany County".
 - ii. The purchase price, pro-rated City real estate taxes and \$100.00 deed recordation service fee made payable "City of Cumberland".
 - iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".
- E. Cash will not be accepted. Improperly remitted payments will be returned.

- F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of the Purchaser's bid unless the said deadline is extended by the City Administrator or City Solicitor for good cause shown.
- G. The deed will be released for recordation upon the Purchaser's compliance with the foregoing provisions.

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

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

Passed this 21st day of March, 2023.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of March, 2023, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **Richard A. Pravlik** (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the City does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, his personal representatives, heirs and assigns, forever in fee simple:

ALL those lots, pieces or parcels of ground situate, lying and being on the Southerly side of Clement Street, in the City of Cumberland, Allegany County, Maryland, known and designated as Lots Nos. 32 and 33 in the Cumberland Park Addition to Cumberland, a Plat of which said Addition is recorded in Plat Case Box No. 94 among the Land Records of Allegany County, Maryland, and which said lots are more particularly described in one parcel as follows:

BEGINNING for the same at a point on the Southerly side of Clement Street at the end of the first line of Lot No. 31 in said Addition, said point being also at the end of the first line of a certain deed from Boyd L. Twigg, et ux, to William J. Patton, et ux, dated March 16, 1964 and recorded in Deeds Liber 369, folio 212, among the Land Records of Allegany County, Maryland, and running thence with the Southerly side of Clement Street North 52 degrees West 50 feet to the division line between Lots Nos. 33 and 34 in said Addition, and with said division line South 38 degrees West 100 feet to the Northerly side of a 12 foot alley, and with it South 52 degrees East 50 feet to the division line between Lots Nos. 31 and 32; and with it North 38 degrees East 100 feet to the place of beginning.

The improvements thereon being known as 13 W. Clement Street, Cumberland, MD 21502.

IT BEING the same property that was conveyed from Jason M. Bennett, Director of Finance, Allegany County, Maryland to the City by deed dated June 16, 2022 and recorded among the Land Records of Allegany County, Maryland in Book 2794, Page 126.

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.

In connection with the foregoing conveyance, the City and the Grantee covenant and agree as follows:

1. The Grantee shall secure the dwelling on the property by replacing its doors and locks and/or securing any other means of access to the property that are open to and accessible by the public, as needed, no later than two (2) weeks from the date of this deed.
2. Within two (2) months from the date of this deed, the Grantee shall clean up the exterior of the dwelling on the property by removing all junk, garbage and debris from the yard, weeding, mowing the grass, repairing and/or fully remediating any environmental contamination, and repairing and remediating conditions constituting violations of the City's Property Maintenance Code and Nuisance Code that do not require a permit. He shall also demolish the kitchen and will remove all debris from the property.
3. Within four (4) months of the date of this deed, the Grantee shall obtain all permits required for the rehabilitation of the dwelling and he shall perform the following work, as needed: (a) replace and update the electrical system so as to bring the property into compliance with applicable laws; (b) repair or replace the heating

system, repair or replace the roof, (c) repair or replace plumbing, and (d) repair or replace windows have.

4. Within six (6) months of the date of this deed, the Grantee shall install kitchen cabinets and appliances and he shall remove and replace the existing flooring and paint the room.
5. Within seven (7) months of the date of this deed, the Grantee shall install a new bathtub, toilet, vanity and flooring in a bathroom and painting it as well. He shall also repaint the interior of the dwelling.
6. Within (8) months of the date of this deed, the Grantee shall rebuild the rear deck of the dwelling.
7. The work described in paragraphs 1-6 shall be performed to the reasonable satisfaction of the City.
8. The City and its designees shall have the right to inspect the hereinbefore-described property from time to time in order to ensure that the work described in paragraphs 1 through 6 above is progressing and is being performed and completed in the manner described herein; provided, however, that the City shall endeavor to give the Grantee no less than seventy-two (72) hours advance notice of any such inspections. The Grantee shall fully cooperate with the City and its designees in regard to the scheduling and conduct of the inspections.
9. The Grantee may not convey the property described above or any interest therein (aside from a security interest granted subject to these covenants, restrictions and agreements) to a third party until all of the work described in paragraphs 1-5

hereinbefore is completed in accordance with the terms and provisions set forth therein. Any such conveyance or attempt at such conveyance shall be null and void.

10. Should the Grantee fail to comply with the terms and provisions of paragraphs 1-5 hereinbefore, the title to the real property and improvements conveyed by the terms of this deed shall immediately and without the necessity of any further action on the part of the City, revert and revest in the City, and the Grantee shall lose and forfeit all of its rights, title and interest therein and thereto as well as the fixtures, rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining, and the City shall have the right of re-entry to the said property. Further, the Grantee shall execute a deed effecting the conveyance of the hereinbefore-described property, improvements, fixtures, etc. to the City in the event the requirements set forth in paragraphs 1-5 above are not satisfied in a timely manner. In the event the City institutes litigation to enforce the terms of this paragraph, the Grantee shall be liable for the City's reasonable attorneys' fees.
11. In furtherance of the terms and provisions set forth in the preceding section, the Grantee hereby grants the City Administrator (or acting or interim City Administrator) of the City the power and authority in its stead to execute and deliver a deed or deeds to the hereinbefore-described property to the City in the event the Grantee fails to comply with the terms and provisions set forth in paragraphs 1-5 hereinbefore and to perform any and all acts required to effect the conveyance of the hereinbefore-described property to the City.

12. The terms and provisions of paragraphs 8 and 9 are irrevocable; however, they shall expire four (4) years from the date of this deed. Those terms and provisions shall not be affected by the disability or incapacity of the Grantee.
13. If the requirements set forth in paragraphs 1- 6 above have been satisfied before the expiration date set forth in the preceding paragraph, upon the request of the Grantee, the City shall deliver a deed surrendering the rights of reverter described herein to Grantee.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

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

_____ (SEAL)
Richard A. Pravlik

Grantee Witness #1

Printed name

Address

Grantee Witness #2

Printed name

Address

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

I HEREBY CERTIFY, that on this ____ day of _____, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$7,500.00 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: _____

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

I HEREBY CERTIFY, that on this ____ day of _____, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Richard A. Pravlik**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN

File Attachments for Item:

. Order 27,189 - declaring vehicles and equipment to be surplus and authorizing them for sale or trade in

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

ORDER NO. 27,189

DATE: March 7, 2023

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

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

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

<i>Unit</i>	<i>Department</i>	<i>Vehicle</i>	<i>VIN / Serial No.</i>
CAR-2	Fire	2008 Dodge Durango SXT 4x4	1D8H838N78F115106
228	Street	2005 International Dump Trk	1HTWEAARX5J168635
5	Police	2008 Ford Crown Vic	2FAFP71W06X133620
507	Parks & Rec	2007 Chevrolet 4x4 Dump	1GBJK34D07E170096

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,190 - appointing Micheal Harris to the Downtown Development Commission

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

ORDER NO. 27,190

DATE: March 7, 2023

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

THAT, Micheal Harris be and is hereby appointed to the Downtown Development Commission for a term effective March 7, 2023 through March 7, 2026.

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,191 - authorizing the acceptance of a FY23 Strategic Demolition Fund Grant in the amount of \$325,000 to assist with the McMullen Building Upper Story Redevelopment Project

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

ORDER NO. 27,191

DATE: March 7, 2023

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

THAT the Mayor and City Council be and is hereby authorized to accept a FY23 Strategic Demolition Fund Grant, administered by the Maryland Department of Housing and Community Development, in the amount of Three Hundred Twenty Five Thousand Dollars and No Cents (\$325,000) which will be utilized to assist with the “McMullen Building Upper Story Redevelopment” Project.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: 3/7 or 3/21

Key Staff Contact: Ruth Davis - Rogers

Item Title: Approval of Community Legacy funds for McMullen Building

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

Acceptance of \$325,000 in funding from the FY 2023 Strategic Demolition Fund. This fund is administered by DHCD. More information attached.

Amount of Award:

Budget number:

Grant, bond, etc. reference:



LARRY HOGAN
Governor
BOYD K. RUTHERFORD
Lt. Governor
KENNETH C. HOLT
Secretary
OWEN McEVOY
Deputy Secretary

cc Ruth

RCVD

CLERK'S OFFICE

2022NOV29 PM3:51

November 22, 2022

The Honorable Raymond Morriss
Mayor
Mayor and City Council of Cumberland, Maryland
57 North Liberty Street
Cumberland, MD 21502

Re: Application ID # SDF-2023-Cumberland-00399
"The McMullen Building Upper Story Redevelopment"

Dear Mayor Morriss:

On behalf of Governor Larry Hogan and Lieutenant Governor Boyd Rutherford, it is my pleasure to inform you that your funding request for the Fiscal Year 2023 Strategic Demolition Fund has been approved in the amount of \$325,000. Specifically, these funds will be available to assist you with the "The McMullen Building Upper Story Redevelopment" Project.

This funding is conditional upon execution of an agreement between the Mayor and City Council of Cumberland, Maryland and the Maryland Department of Housing and Community Development (The Department). The Strategic Demolition Fund Statewide is administered by the Department through the Division of Neighborhood Revitalization. Currently, staff is preparing the agreement and will be in contact with your office in the near future to discuss the specific terms of your agreement.

Again, congratulations on your award. If I may be of further assistance on this or any other matter, please do not hesitate to contact me or Kevin N. Baynes, Director of State Revitalization Programs, at 410-209-5823 or via email at kevin.baynes@maryland.gov.

Sincerely,

Kenneth C. Holt
Secretary

cc: Kevin N. Baynes, Director, State Revitalization Programs
Sara Jackson, Project Manager, State Revitalization Programs

KCH/knb/



File Attachments for Item:

. Order 27,192 - approving the procedure and application form for the Hotel/Motel Tax Grant program

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

ORDER NO. 27,192

DATE: March 7, 2023

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

THAT the Mayor and City Council be and is hereby authorized to approve the new procedure and application form for the Hotel/Motel Tax Grant Program administered by the City.

Raymond M. Morriss, Mayor



City of Cumberland
HOTEL/MOTEL GRANT

**PROGRAM INSTRUCTIONS
AND APPLICATION
2023**

City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502
301-759-6447
www.cumberlandmd.gov

City of Cumberland

HOTEL/MOTEL GRANT



ABOUT THE PROGRAM

The City of Cumberland Hotel/Motel Grant is made possible through the Hotel/Motel Tax collection through the county's lodging partners. The purpose of this grant program is to enhance the tourism experience, increase overnight stays in City of Cumberland, Maryland, and increase visitor spending in-county. Awards are granted annually on the basis of merit, as determined by Mayor and City Council of the City of Cumberland.

PROGRAM GUIDELINES

Eligibility is limited to 501(c)(3) and 501 (c)(6) organizations in good standing with the state of Maryland. Other organizations may be deemed eligible by the Mayor and City Council, whose programs/operations assist in the promotion of City of Cumberland as a premier tourism destination and attract visitors from outside the county.

Grant amounts requested must be a minimum of \$1,000 and a maximum of \$10,000. The deadline to apply for this grant is Monday, May 1, 2023 at 4:00 PM.

Attractions, projects, and/or events supported by the grant program must be located and/or take place in City of Cumberland, Maryland.

Applicants must complete the grant application documents and provide all requested supporting documentation in full and by the deadline. Any application that does not adhere to this will be disqualified.

There is no match required for this grant, however, grant projects that demonstrate a commitment of other funding support will score better when evaluated for funding.



HOTEL/MOTEL GRANT

REVIEW CRITERIA

The Mayor and City Council will take into account the impact of the project on the City of Cumberland. Does the project:

- ◆ Provide destination awareness?
- ◆ Have the ability to increase overnight stays in City of Cumberland / Allegany County?
- ◆ Have the potential to increase visitor spending in the city and have a measurable positive economic impact?

APPLICATION GUIDELINES

- ◆ Applicants must submit the application on forms provide by the City of Cumberland.
- ◆ Applicants may not change the font color, style, or size in this document.
- ◆ Applications should be printed on single sided, plain white paper.
- ◆ All supporting documentation must be included in the application packet.
- ◆ Submitted applications should be paper-clipped and not stapled.
- ◆ Applications must be mailed or personally delivered to City of Cumberland. Fax and/or email copies will not be accepted.
- ◆ Applications must be submitted by the deadline of Monday, May 1, 2023. Failure to meet deadline will result in disqualification of the application.

Please submit one complete application to:

City of Cumberland – 2023 Hotel/Motel Grant Application
City Clerks Office – City Hall
57 N. Liberty Street
Cumberland, MD 21502

Questions can be addressed to City of Cumberland City Clerk by email: allison.layton@cumberlandmd.gov



HOTEL/MOTEL GRANT

GENERAL INFORMATION

Full Legal Organization Name		
Organization's Street Address	City, State	Zip Code
Organization's Website		
Lead Contact Name and Title		
Contact Phone Number		
Contact Email Address		

ORGANIZATIONAL INFORMATION

Check Which Applies	<input type="checkbox"/> 501(c)(3)	<input type="checkbox"/> 501(c)(6)	<input type="checkbox"/> Other (please define)
Federal ID#			
Fiscal Sponsor Name			
Fiscal Sponsor Address	City, State	Zip Code	
<i>*Fiscal sponsorship is a formal arrangement in which a 501(c)(3) public charity sponsors a project that may lack exempt status.</i>			
Organization's Mission Statement			

GRANT INFORMATION

Title of Project	
Total Projected Budget for the Project	
What is the Proposed Percentage of Hotel/Motel Funds to the Full Budget	
Grant Amount Requested \$	Grant Match, if applicable \$



HOTEL/MOTEL GRANT

GRANT INFORMATION CONTINUED

Please list all other funding sources and amounts, if applicable. Please include letter of commitment for each funding source

Funding Source	Amount \$	Funds Confirmed Y/N
Funding Source	Amount \$	Funds Confirmed Y/N
Funding Source	Amount \$	Funds Confirmed Y/N
Funding Source	Amount \$	Funds Confirmed Y/N

Grant Uses (Check One) General Marketing Event Promotion Event Expenses

Please select the appropriate category (ies) that are associated with this project:

- Printing and/or design for brochures, rack cards and/or marketing collateral
- Advertising—Print, radio, TV and digital outlets (i.e. social media, web banner and/or sponsored content)
- Billboard Advertising
- Event Costs (Please provide detailed costs)
- Interpretive Signage

PROJECT SCOPE AND PERFORMANCE

Describe the scope of this project. Using the space provided, describe your organization's need, problem, or opportunity and how grant funds will address these issues.

How many visitors did your attraction and/or event welcome in 2021 and 2022? How are the visitation numbers determined/collected?

HOTEL/MOTEL GRANT



PROJECT SCOPE AND PERFORMANCE CONTINUED

Provide demographic information you have about your visitors/attendees (Ex. of data: sex, age, zip codes, income, geographical scope), including the percentage of out-of-county visitors compared to local community.

How will this project increase visitor spending in City of Cumberland?

How will you work with City of Cumberland/ Allegany County, Maryland, lodging partners?

How many hotel nights do you anticipate this project will generate?

City of Cumberland

HOTEL/MOTEL GRANT



PROJECT SCOPE AND PERFORMANCE CONTINUED

How will your organization measure the effectiveness of this project?

If your project is weather-dependent, what is your inclement weather plan?

Is this a cooperative project? If yes, please list the names of the additional partners. *Include the Organization Name, Contact Person's Name and Contact Person's Phone Number.*

City of Cumberland

HOTEL/MOTEL GRANT



REQUIRED SUPPLEMENTAL DOCUMENTATION

The following documentation must be provided with each application. Failure to submit the required documentation shall disqualify the application from review.

1. Organizational Chart for the applicant organization.
2. Detailed budget for the proposed event.
3. Full disclosure of all fees charged for the proposed event.
4. Disclosure of any salary, stipend or honorarium paid to members of the event sponsor organization.
5. Three years of Profit/Loss reports for the event. If it is a new event a Pro Forma estimate is required.
6. Organizational Financial Data for the applicant, (Balance Sheet, Account Balances etc.)
7. Most current 990 / 990EZ or Federal Tax Return for the organization.
8. Proof of Good Standing with the State of Maryland.
9. Full accounting of expenditures of prior years allocation (if received).

AGREEMENT

Completion and submission of this application is no guarantee of a project being funded. I/We affirm that all information in this application and all attachments are true and correct to the best of my/our ability and that the receipt of any grant funds relative to this request will be used for the purpose detailed within this application. I/We agree to abide by all local, state, and federal regulations as they apply. I/We understand that grants received may be subject to an audit and/or further verification. I/We understand that the City of Cumberland.

The Mayor and City Council may request additional information and/or interview applicants.

****One copy of the IRS 501(c)(3) or 501(c)(6) Determination Letter is required.**

Name

Title

Signature

Date

FOR OFFICIAL USE ONLY

Date Application Received _____		Received by _____				
Org. Chart	Yes	No	3 Years PNL	Yes	No	
Budget	Yes	No	Org. Financial Data	Yes	No	
Disclosure of Fees	Yes	No	990/990 EZ	Yes	No	
Good Standing w/State	Yes	No	Prior Year Expenditures	Yes	No	N/A
Date Reviewed with M&CC _____			Final Determination	Accept	Reject	Amount \$ _____

File Attachments for Item:

. Order 27,193 - accepting the bid from Belt Paving, Inc. for the milling and paving project on Avondale and Kentucky Avenues (City Project 2023-02-PVG) in the amount not to exceed \$633,029

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

ORDER NO. 27,193

DATE: March 7, 2023

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

THAT, the bid from Belt Paving, Inc., 11521 Millnor Avenue, Cumberland, MD 21502, to mill and pave Avondale and Kentucky Avenues (City Project 2023-02-PVG) be and is hereby accepted in the amount not-to-exceed Six Hundred Thirty-Three Thousand Twenty-Nine Dollars and No Cents (\$633,029); and

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

Raymond M. Morriss, Mayor

Budget:
127.101.63000

Order of bids:

Huntzberry Brothers, Inc.	\$871,995
Ameri-Seal	\$761,185
Belt Paving, Inc.	\$633,029

Council Agenda Summary

Meeting Date: 3/7/2023

Key Staff Contact: John DeVault

Item Title:

Award Avondale Ave. & Kentucky Ave. Paving Improvements Contract, City Project # 2023-02-PVG

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

Award Avondale Ave. & Kentucky Ave. Paving Improvements Contract to low responsive bidder, Belt Paving, Inc., in the lump sum cost of \$633,029.00.

This project will include the milling and paving of Avondale Avenue, Kentucky Avenue, Brentwood Street, Greenway Avenue, along with trench patching in Avondale Avenue and Brentwood Street. This project includes the alternate bid, which was for the full length of Greenway Avenue instead of a portion.

This project was advertised for bid on 1/25/23. Bids closed on 2/22/23, with three qualified bids being received. The low bidder was Carl Belt Inc., with an acceptable bid of \$633,029.00. The other acceptable bids were ranged from \$761,185.00 to \$871,995.00.

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

Amount of Award: \$633,029.00

Budget number: 127.101.63000

Grant, bond, etc. reference: City Funds

CITY OF
CUMBERLAND
MARYLAND

PROJECT INFORMATION	
Project Title:	Avondale Ave. & Kentucky Ave. Paving Improvements
City Project:	2023-02-PVG
Contract Length:	60 Calendar Days
BID OPENING	
Date & Time:	February 22, 2023 @ 2:30 PM EDT
Location:	Council Chambers, City Hall Cumberland, MD 21502

CERTIFIED BID TABULATION		
BIDDER	BIDDER	BIDDER
Ameri-Seal LLC	Belt Paving, Inc.	Huntzberry Brothers, Inc.
61 National Hwy Cumberland, MD 21502	11521 Milnor Ave. Cumberland, MD 21501-1002	21536 Chewsville Road Smithsburg, MD 21783

BID INFORMATION				Engineer's Estimate							
BID ITEMS	DESCRIPTION OF BID	UNITS	QTY.	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
BASE BID											
1001	Mobilization	LS	1	\$ 15,966.75	\$ 15,966.75	\$ 2,600.00	\$ 2,600.00	\$ 7,300.00	\$ 7,300.00	\$ 5,500.00	\$ 5,500.00
1002	Maintenance of Traffic	LS	1	\$ 26,611.25	\$ 26,611.25	\$ 700.00	\$ 700.00	\$ 15,100.00	\$ 15,100.00	\$ 60,000.00	\$ 60,000.00
1003	Construction Stakeout	LS	1	\$ 15,966.75	\$ 15,966.75	\$ 1,800.00	\$ 1,800.00	\$ 150.00	\$ 150.00	\$ 1,500.00	\$ 1,500.00
5001	Trench Patch (4" Depth) in Conjunction with Mill & Overlay	TON	280	\$ 185.00	\$ 51,800.00	\$ 162.85	\$ 45,600.00	\$ 136.00	\$ 38,080.00	\$ 180.00	\$ 50,400.00
5002	Removal of Unsuitable Material and Refill (Contingent)	CY	5	\$ 150.00	\$ 750.00	\$ 150.00	\$ 750.00	\$ 200.00	\$ 1,000.00	\$ 150.00	\$ 750.00
5003	Milling 0" - 2.5"	SY	18100	\$ 3.50	\$ 63,350.00	\$ 3.00	\$ 54,300.00	\$ 3.05	\$ 55,205.00	\$ 5.25	\$ 95,025.00
5004	Superpave Asphalt Mix 12.5mm For Surface, PG 64S-22, Level 2 (2" Depth)	TON	2105	\$ 110.00	\$ 231,550.00	\$ 130.64	\$ 275,000.00	\$ 97.65	\$ 205,553.25	\$ 125.00	\$ 263,125.00
5005	Superpave Asphalt Mix 9.5mm for Wedge/Level, PG 64S-22, Level 2 (0.5" Nom	TON	550	\$ 125.00	\$ 68,750.00	\$ 139.00	\$ 76,450.00	\$ 111.65	\$ 61,407.50	\$ 125.00	\$ 68,750.00
5006	24-Inch White Performed Thermoplastic Pavement Marking Lines	LF	420	\$ 50.00	\$ 21,000.00	\$ 40.00	\$ 16,800.00	\$ 18.50	\$ 7,770.00	\$ 36.50	\$ 15,330.00
5007	Continuous Paving Fabric	SY	18100	\$ 5.25	\$ 95,025.00	\$ 4.25	\$ 76,925.00	\$ 3.80	\$ 68,780.00	\$ 4.00	\$ 72,400.00
5008	5 Inch White Pavement Marking Paint Lines	LF	720	\$ 3.00	\$ 2,160.00	\$ 16.00	\$ 960.00	\$ 1.60	\$ 1,152.00	\$ 1.25	\$ 900.00
ADD ALTERNATE #1											
1004	Maintenance of Traffic - Add Alternate #1	LS	1	\$ 9,781.25	\$ 9,781.25	\$ 700.00	\$ 3,500.00	\$ 6,150.00	\$ 6,150.00	\$ 31,000.00	\$ 31,000.00
5003	Milling 0" - 2.5"	SY	7000	\$ 3.50	\$ 24,500.00	\$ 3.00	\$ 21,000.00	\$ 3.30	\$ 23,100.00	\$ 5.25	\$ 36,750.00
5004	Superpave Asphalt Mix 12.5mm For Surface, PG 64S-22, Level 2 (2" Depth)	TON	825	\$ 110.00	\$ 90,750.00	\$ 135.00	\$ 111,375.00	\$ 98.70	\$ 81,427.50	\$ 125.00	\$ 103,125.00
5005	Superpave Asphalt Mix 9.5mm for Wedge/Level, PG 64S-22, Level 2 (0.5" Nom	TON	225	\$ 125.00	\$ 28,125.00	\$ 139.00	\$ 31,275.00	\$ 126.75	\$ 28,518.75	\$ 125.00	\$ 28,125.00
5006	24-Inch White Performed Thermoplastic Pavement Marking Lines	LF	310	\$ 50.00	\$ 15,500.00	\$ 40.00	\$ 12,400.00	\$ 18.50	\$ 5,735.00	\$ 36.50	\$ 11,315.00
5007	Continuous Paving Fabric	SY	7000	\$ 5.25	\$ 36,750.00	\$ 4.25	\$ 29,750.00	\$ 3.80	\$ 26,600.00	\$ 4.00	\$ 28,000.00

Note: Ameri-Seal's bid had multiple errors on the bid form, in which the total cost did not match the unit price x quantity. In addition, the bid form which was included in Addendum #1 was not included in the bid packet which left out the start date item. Lastly, the Local Preference Certification Form was not filled out correctly.

Ameri-Seal LLC		Belt Paving, Inc.		Huntzberry Brothers, Inc.	
Bid Bond	✓	Bid Bond	✓	Bid Bond	✓
AoQtB	✓	AoQtB	✓	AoQtB	✓
LPC	N/A	LPC	County	LPC	N/A
ARVF	✓	ARVF	✓	ARVF	✓
Start Date	N/A	Start Date	6/12/2023	Start Date	5/1/2023
BASE BID	\$ 551,885.00	\$ 461,497.75	\$ 633,680.00		
ALTERNATE BID #1	\$ 761,185.00	\$ 633,029.00	\$ 871,995.00		

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

John DeVault
John DeVault
Engineering Specialist

File Attachments for Item:

. Order 27,194 - authorizing the sole source proposal from Freeman Industries, Inc. to upgrade the existing cathodic protection controllers for five water tanks in the City water distribution system in an amount not to exceed \$37,500

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

ORDER NO. 27,194

DATE: March 7, 2023

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

THAT, the Sole Source proposal from Freeman Industries, 2061 State Route 193, Dorset, OH 44032, to upgrade the existing cathodic protection controllers for five water tanks in the City in the not-to-exceed amount of Thirty Seven Thousand Five Hundred Dollars and No Cents (\$37,500), be and is hereby approved; and

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

Raymond M. Morriss, Mayor

Budget:
002.230.64000

Council Agenda Summary

Meeting Date: March 7, 2023

Key Staff Contact: Zach Sloane & Robert Smith

Item Title: *Cathodic Protection Upgrades for Water Tanks*

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

An Order approving the sole source proposal from Freeman Industries, Inc. to upgrade the existing cathodic protection controllers for five water tanks in the City water distribution system for \$37,500.

The current controller system was installed in the 1980's by Freeman Industries. The proposed system upgrades will replace the controllers of the existing Freeman Industries system, who are the manufacturer/installer of proposed controllers. The existing controllers cannot be replaced with a different product without changing the entire cathodic protection system.

Cathodic protection systems are used to prevent the corrosion of steel surfaces when in the presence of water, thus extending the useful life of the tank.

The cost of this upgraded has increased since the budget was approved. With the approval of this order, the budget will be overrun to account for the additional funds needed to complete the project.

Amount of Award: \$37,500

Budget number: 002.230.64000

Grant, bond, etc. reference: Water Fund Budget

Freeman Industries, Inc.

2061 State Route 193 PO Box 10

Dorset, Ohio 44032

TELEPHONE: 440-858-2600

FAX: 440-858-2006

jonathan.freeman@freemanindustriesinc.com

www.freemanindustriesinc.com

February 28, 2023

Zachary Sloane
WFP Superintendent
City of Cumberland/Evitts Creek Water Co.
814-767-9552
zach.sloane@cumberlandmd.gov

Re: Cathodic Protection Rectifier Replacement Proposal for Five Water Tanks

Dear Zach:

Freeman Industries, Inc. proposes to provide and install new MACPU Digital rectifiers on five of your water tanks for the price of **\$7500.00** per tank or **\$37,500.00** total.

The installation would occur this spring or early summer.

We look forward to your response to our proposal. If you have any questions, or need additional information, please contact us. Thank you.

Sincerely,



Jonathan P. Freeman, Ph. D.
Vice President

File Attachments for Item:

. Order 27,195 - accepting the bid from Civil & Environmental Consultants, Inc. for the generation of a preliminary engineering report for the River Park and North Branch Potomac Industrial Dam Removal project (City Project 2022-39-FPM) in the amount not to exceed \$87,100

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

ORDER NO. 27,195

DATE: March 7, 2023

THAT, the bid from Civil & Environmental Consultants, Inc., 120 Genesis Blvd., Bridgeport, WV 26330, to generate a preliminary engineering report for the River Park and North Branch Potomac Industrial Dam Removal project (City Project 2022-39-FPM) be and is hereby accepted in the amount not-to-exceed Eighty Seven Thousand One Hundred Dollars and Cents (\$87,100); and

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

Raymond M. Morriss, Mayor

Budget:

Order of bids:

Gwin, Dobson & Foreman	\$167,874
Rummel, Klepper & Kahl	\$119,000
Civil & Environmental Consultants	\$87,100

Council Agenda Summary

Meeting Date: 3/7/2023

Key Staff Contact: Robert Smith, P.E.

Item Title:

Award Engineering Services: River Park & North Branch Potomac Industrial Dam Removal, City Project 2022-39-FPM

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

Award Engineering Services: River Park & North Branch Potomac Industrial Dam Removal Contract to low responsive bidder, Civil & Environmental Consultants, Inc., in the lump sum cost of \$87,100.00.

This project includes the generation of a preliminary engineering report for the River Park and North Branch Potomac Industrial Dam Removal project. This is a joint project between the Canal Place Preservation & Development Authority, City of Cumberland and Allegany County. The selected consultant shall identify permit requirements, generate cost estimates, and identify testing requirements necessary to develop a Preliminary Engineering Report (PER) for this project.

This project was advertised for bid on 11/28/22. Bids closed on 12/21/22, with three qualified bids being received. The low bidder was Civil & Environmental Consultants, Inc., with an acceptable bid of \$87,100.00. The other acceptable bids were ranged from \$119,000.00 to \$167,874.00.

The project is budgeted for this fiscal year, and utilizes City Funds & County Funds. The City will invoice the County for their 2/3 portion as agreed upon.

Amount of Award: \$87,100.00

Budget number:

Grant, bond, etc. reference: City Funds

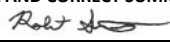
PROJECT INFORMATION	
Project Title:	Engineering Services: River Park & North Branch Potomac Industrial Dam Removal
City Project:	2022-39-FPM
Contract Length:	270 Calendar Days
Proposal Opening	January 4, 2023 at 2:30pm in City Hall, 57 N. Liberty Street, Cumberland, MD 21502

CERTIFIED COST PROPOSAL TABULATION		
PROPOSER	PROPOSER	PROPOSER
Civil & Environmental Consultants, Inc. 120 Genesis BLVD Bridgeport, WV 26330	Gwin, Dobson & Foreman 3121 Fairway Drive Altoona, PA 16602	Rummel, Klepper & Kahl 700 E. Pratt Street, Suite 500 Baltimore, MD 21202

GRADING MATRIX								
ITEM NO.	ITEM DESCRIPTION	MAX GRADE	Grade	Converted Percentage	Grade	Converted Percentage	Grade	Converted Percentage
1	Consultant's understanding of the project	10	9.0	18.0%	9.0	18.0%	9.5	19.0%
2	References from clients on simliar projects	10	9.5	19.0%	7.5	15.0%	9.0	18.0%
3	Consultant's experience on similar work	10	9.5	19.0%	7.5	15.0%	9.0	18.0%
4	Consultant's staff experience	10	9.5	19.0%	9.5	19.0%	9.5	19.0%
5	Assessment of Rates	10	9.0	18.0%	8.0	16.0%	8.5	17.0%
TOTAL GRADE				93.0%		83.0%		91.0%

CERTIFIED COST PROPOSAL TABULATION					
Civil & Environmental Consultants, Inc. 120 Genesis BLVD Bridgeport, WV 26330		Gwin, Dobson & Foreman 3121 Fairway Drive Altoona, PA 16602		Rummel, Klepper & Kahl 700 E. Pratt Street, Suite 500 Baltimore, MD 21202	
Proposal	✓	Proposal	✓	Proposal	✓
AoQtB	✓	AoQtB	✓	AoQtB	✓
LPC	N/A	LPC	N/A	LPC	N/A
ARVF	✓	ARVF	✓	ARVF	✓
TOTAL BID		\$ 87,100.00	\$ 167,874.00	\$ 119,000.00	

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 27,196 - approving the proposal from FESCO Emergency Sales to provide two (2) 2024 International Ambulances for a total delivered price not to exceed \$799,404

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

ORDER NO. 27,196

DATE: March 7, 2023

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

THAT, the proposal from FESCO Emergency Sales, 7010 Troy Hill Drive, Elkridge, MD, 21075, for the purchase of two (2) 2024 International Ambulances in the not-to-exceed amount of Seven Hundred Ninety Nine Thousand Four Hundred Four Dollars and No Cents (\$799,404), be and is hereby approved; and

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

Raymond M. Morriss, Mayor

Budget:
001.043.64000

Council Agenda Summary

Meeting Date: March 7, 2023

Key Staff Contact: Fire Chief W. Shannon Adams

Item Title: Purchase Two (2) New 2024 International Ambulances

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

Request approval of the proposal from FESCO Emergency Sales, 7010 Troy Hill Drive, Elkridge, Maryland 21075 to purchase two (2) 2024 International Ambulances for a total delivered price not to exceed Seven Hundred Ninety-Nine Thousand, Four Hundred and Four Dollars (\$799,404.00) through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program Contract #AM-10-20.

Amount of Award: \$799,404.00

Budget number: FY2023 001-043-64000

Grant, bond, etc. reference: Fire Department Budget: \$385,000.00

Donation from the Estate of Ann Callan: \$50,000.00

Council Agenda Summary

Meeting Date: March 7, 2023

Key Staff Contact: Fire Chief W. Shannon Adams

Item Title: Purchase Two (2) New 2024 International Ambulances

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

Request approval of the proposal from FESCO Emergency Sales, 7010 Troy Hill Drive, Elkridge, Maryland 21075 to purchase two (2) 2024 International Ambulances for a total delivered price not to exceed Seven Hundred Ninety-Nine Thousand, Four Hundred and Four Dollars (\$799,404.00) through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program Contract #AM-10-20.

Amount of Award: \$799,404.00

Budget number: FY2023 001-043-64000

Grant, bond, etc. reference: Fire Department Budget: \$385,000.00

Donation from the Estate of Ann Callan: \$50,000.00



Julie Davis <julie.davis@cumberlandmd.gov>

Purchase of Two (2) New Ambulances

1 message

Julie Davis <julie.davis@cumberlandmd.gov>

Wed, Mar 1, 2023 at 11:00 AM

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

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

<shannon.adams@cumberlandmd.gov>, Allison Layton <allison.layton@cumberlandmd.gov>

Good morning, Jeff.

Per our conversation on Friday and with your approval, I will place the proposal from FESCO Emergency Sales to purchase two (2) 2024 International Ambulances on the March 7, 2023 Mayor and City Council Agenda through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program Contract #AM-10-20. Total cost for both ambulances is **\$799,404.00**.

One (1) Horton Model #623 Ambulance mounted on a 2024 International: **\$410,202.00**One (1) Horton Model #623 Ambulance mounted on a 2024 International 4x4: **\$389,202.00** (Total \$394,202.00 less \$5,000.00 discount for second unit ordered)

(See attached proposal with detailed specifications.)

Both ambulances will be delivered in the 2024 calendar year. (We understand one should be delivered in Spring 2024 and one should be delivered in Summer 2024.)

FY2023 Fire Department Budget Line Item 001-043-64000 includes \$385,000.00 towards the purchase of a new ambulance; and, we received a \$50,000.00 donation from the Estate of Ann Callan, restricted to the purchase of a new ambulance. The balance to be paid by other City funding.

Thank you,
Julie

Julie A. Davis, Fire Administrative Officer

City of Cumberland Fire Department

20 Bedford Street

Cumberland, Maryland 21502

Phone: 301.759.6485 Fax: 301.759.6494

Email: julie.davis@cumberlandmd.gov

 SKM_C25823030110560.pdf

199K



FESCO EMERGENCY SALES



BID PROPOSAL for furnishing

2/28/23

RECEIVED

MAR - 1 2023

CUMBERLAND FIRE DEPT
OFFICE OF THE FIRE CHIEF

Cumberland FD
57 North Liberty Street
Cumberland, MD 21502

To Whom It May Concern,

The undersigned is prepared to manufacture and/or supply for you, upon an order being placed by you for final acceptance by FESCO Emergency Sales (FESCO), at our office in Elkridge, Maryland, the apparatus and equipment herein named and for the following prices: **These prices are based on HGAC Open Contract AM10-20 Dated Thru 9/30/23**

(1) Horton Model #623 ambulance per attached Horton Spec #8257
Rev #1, dated 02/28/23 mounted on a 2024 / International / MV cab and chassis,
for a total delivered price of..... **\$410,202.00**

(1) Horton Model # 623 ambulance per attached Horton Spec # 8257-2
Rev #1, dated 02/28/23 mounted on a 2024 / International / CV 4x4 cab and chassis,
for a total delivered price of..... **\$394,202.00**

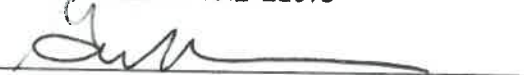
	Discount 2nd unit	-\$5000.00
Total due		\$799,404.00

- This Proposal Includes Final Inspection Trip to Horton for (2)
- This Proposal Includes Stryker Power Load System But no Cot.
- This Proposal Includes Graphics & Paint to Match current Fleet.
- This pricing is based on a FESCO supplied Chassis already on order ETA Nov 2023
- On Rudd Chains Included on the MV 2024 Chassis (\$5000)

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached. Delays due to strikes, war or international conflict, failures to obtain materials, or other causes beyond our control in preventing, delivery shall be within 400-500 working days after receipt of this order and the acceptance thereof at our office at Elkridge, Maryland, and to be delivered to you at Grove City, OH.

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are initialed by authorized representatives of both parties prior to the acceptance by FESCO of the offer to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus. Unless accepted within 30 days from the above date, the right is reserved to withdraw this proposal. **Based on HGAC Pricing**

**FESCO EMERGENCY SALES
7010 TROY HILL DR.
ELKRIDGE, MARYLAND 21075**

By 

Gene Spangler, Regional Account Manager

CONTRACT

THIS AGREEMENT, made in duplicate, by and between FESCO Emergency Sales (FESCO), of Elkridge, Maryland, First Party, and the Cumberland FD by its authorized representative(s), Second Party.

Witnesseth:

First. The said First Party thereby agrees to furnish the apparatus and equipment according to the Specifications hereto attached/enclosed, and made a part of this Contract, and to deliver the same as hereinafter provided.

Second. The First Party guarantees that all material and workmanship in and about said apparatus and equipment shall comply with said Specifications. In the event there is any conflict between the Customer's Specifications and the FESCO's Proposal Specifications, the FESCO Proposal Specifications shall prevail.

Third. The said apparatus and equipment shall be ready for delivery from Elkridge, Maryland, within about 400-500 working days after receipt and acceptance of the contract at the First Party's office in Elkridge, Maryland. Delays due to strikes, failure to obtain materials, or other causes beyond the First Party's control not preventing, the ambulance(s) shall be delivered to the Second Party at Grove City, OH.

Fourth. A competent service technician shall, upon request, be furnished by the First Party to demonstrate said apparatus for the Second Party and to give its members/employees the necessary familiarization in the operation and handling of said apparatus.

Fifth. The Second Party purchases and agrees to pay for said apparatus and equipment, for the total sum of Seven Hundred Ninety Nine Thousand Four Hundred and Four Dollars no/cents (\$799,404.00)

It is hereby certified that such amount will be available on the acceptance date(s). A deposit made payable to FESCO Emergency Sales is due at contract signing, and final payment shall be made to FESCO Emergency Sales after full review and acceptance of your new ambulance(s) at the Horton factory.

A deposit amount of Eighty Thousand dollars no/cents Ck.# (\$80,000.00) shall later reduce the total contract price (shown above.) If more than one piece of apparatus is covered by this contract, the terms of payment shall apply to each piece.

Sixth. In case the Second Party desires to test the said apparatus, such test shall be made within ten (10) days after arrival at destination, and a written report of such test forthwith delivered to the First Party at its' office in Elkridge, Maryland. If no such test be made, or if no such written report is received by the First Party within ten (10) working days after arrival, then said apparatus and equipment shall be considered as fully complying with the contract specifications.

Seventh. It is agreed that the apparatus and equipment covered by this contract shall remain the property of the First Party until the entire contract price has been paid in full. If more than one vehicle is covered by this contract, then each unit shall remain the property of the First Party until the above listed price for each piece has been paid in full. In case of any default in payment, the said First Party may take full possession of the apparatus and equipment, or of the piece or pieces upon which default has been made, and any payments that may have been made shall be applied as rent in full for the use of the apparatus and equipment up to date of taking possession.

Eighth. In the event any Federal or State regulation shall be enacted during the course of this contract that will affect the cost of producing said product, such cost(s) will be extended to the Second Party.

The contract, to be binding, must be signed and approved by a Corporate Officer of FESCO or by someone authorized by a Corporate Officer in writing to do so. This contract and associated Specifications take precedence over all previous oral and/or written negotiations. No oral or written representations will be considered as part of this contract except as are contained herein, or listed in the Specifications attached/enclosed hereto.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed and the Second Party has caused its corporate seal (as applicable) to be hereunto affixed, and attested by its authorized representative(s) on this _____ day of _____, 2022.

FESCO EMERGENCY SALES

Cumberland FD

By _____

First Party

Date of Acceptance _____

Second Party

REV. 01/22

**Cumberland Fire Dept.
Cumberland, MD. 21502**

Memo

Date: 2/22/23
To: City Administrator Jeff Silka
From: Deputy Chief Stephen L Grogg
Subject: New Ambulances CFD

Mr. Silka

I was given the task of assembling a committee to develop specs for a new ambulance. Our committee consisted of seven CFD members and Brian Broadwater Fleet manager for the city. Brian guided us with his expertise of the mechanical parts (Chassis, motor size, transmissions etc.). The committee diligently went over our current fleet with what worked well and what didn't. After a long process we established a spec sheet to be priced by manufactures.

During this process Chief Adams approached me to find out what would be the price if we ordered two ambulances at the same time. The committee decided if we are going to order two ambulances one needed to be four wheel drive. FESCO Emergency Sales could deliver two ambulances in the next calendar year with the best price.

FESCO Sales (Horton Ambulance)	\$406,864.00	2x4 10-11 month Chassis Delivery
	\$394,864.00	4x4 8 month chassis delivery

FESCO advised that sometime in March a 9% price increase takes effect. If we order two now they will protect us from that increase and discount the total \$5,000.00. CFD received a \$50,000 trust towards a new ambulance. Our fleet is aging:

Ambulance 342 2014 146,876 miles

Ambulance 341 2020 Electrical issues with being re-chassis.

Ordering two ambulances now is financially prudent and brings our fleet up to date.

Pricing two ambulances from FESCO:	2x4 MV Chassis \$ \$406,864.00
	4x4 CV Chassis & 394,864.00
	\$ 801,728.00
FESCO Discount	- 5,000.00
Trust Gift	- 50,000.00
	Total \$746,728.00 / 2 = \$373,364 ea

Two Ambulances delivered to CFD in 2024.

Respectfully Submitted:

Stephen L Grogg
Deputy Chief

CITY OF CUMBERLAND MARYLAND

FIRE DEPARTMENT

February 28, 2023

Mr. and Mrs. Eric Moore
76 Charles Street
Ridgeley, West Virginia 26753

Dear Mr. and Mrs. Moore:

It was lovely to meet you at last week's Cumberland Mayor and City Council Meeting and learn about the life of Miss Ann Callan.

Thank you for facilitating the \$50,000 gift from her estate to be used towards the purchase of a new ambulance. This donation is very well-timed as a new ambulance will be ordered in the coming weeks. As you indicated, this donation will remain anonymous, as confidentiality is important to us.

We are very grateful for this bequest, and Miss Callan's generosity and philanthropic legacy will help others who need emergency medical care.

MAYOR

RAYMOND M. MORRISS

COUNCIL

RICHARD J. CIONI, JR.
EUGENE T. FRAZIER
JAMES L. FURSTENBERG, III
LAURIE P. MARCHINI

CITY ADMINISTRATOR

JEFFREY F. SILKA, ICMA-CM

/j

copy to: Mayor and City Council

Very truly yours,



W. Shannon Adams
FIRE CHIEF

FIRE CHIEF

W. SHANNON ADAMS



File Attachments for Item:

. Order 27,197 - authorizing a change in name for the International Association of Firefighters Local #1715, hereinafter known as International Association of Firefighters Local #203; and, executing an Addendum to the collective bargaining agreement as it pertains to Articles 6, 7 and 20

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

ORDER NO. 27,197

DATE: March 7, 2023

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

THAT, the change in name for the International Association of Firefighters Local #1715, hereinafter known as International Association of Firefighters Local #203 be and is hereby approved; and

BE IT FURTHER ORDERED THAT, an Addendum to the collective bargaining agreement as it pertains to Article 6, Article 7 and Article 20 be and is hereby approved.

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,198 - authorizing execution of a Donation Agreement with Kevin Kniseley, Personal Representative of the Estate of Robinhood Constitution, AKA Mark Anthony Shryock, for the donation of three properties on Gephart Drive: Lots 9-11 (Tax ID 06-003443), Lots 21-22 (Tax ID 06-003478) and Lots 22-23 (Tax ID 06-015123) to the City, and authorizing the City's acceptance of the deed and execution of documentation to effect the transfer

THIS DEED, made this 2nd day of March, 2023, by and between **KEVIN KNISELEY, PERSONAL REPRESENTATIVE OF THE ESTATE OF ROBINHOOD CONSTITUTION AKA MARK SHRYOCK AND MARK A. SHRYOCK**, party of the first part, and **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation, party of the second part.

WHEREAS, Robinhood Constitution AKA Mark Shryock and Mark A. Shryock departed this life intestate on or about August 15, 2021;

WHEREAS, in Estate No. 38272 in the Office of the Register of Wills of Allegany County, Maryland, Kevin Kniseley was appointed Personal Representative on August 17, 2021, and was authorized to sell or dispose of any real estate owned by the decedent; and

WHEREAS, it is the intention and desire of the said Kevin Kniseley, Personal Representative of the Estate of Robinhood Constitution AKA Mark Shryock and Mark A. Shryock, to convey the hereinafter described real estate to the party of the second part in accordance with the laws of the State of Maryland.

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 all of which is hereby acknowledged, the party of the first part does hereby grant, bargain and sell, release, confirm and convey unto the party of the second part, its successors and assigns, the parcels of land described as follows, to-wit::

PARCEL A:

ALL those lots and parcels of land in Election District 6 in Allegany County, Maryland, described as follows:

Lots Nos. 9, 10 and 11, Block No. 3 Gephart Drive, Cumberland Development Company's Ridgedale Addition to Cumberland, Maryland.

IT BEING the same property described as Parcel Two in the deed from Jerry L. Frantz, Collector of Taxes for the State of Maryland, and the County of Allegany, unto Mark A. Shryock dated April 30, 1999, and recorded among the Land Records of Allegany County, Maryland in Deed Liber 671, folio 82.

PARCEL B:

ALL those lots and parcels of land in Election District 6 in Allegany County, Maryland, described as follows:

Lots Nos. 20 and 21, Block No. 3 Gephart Drive, Cumberland Development Company's Ridgedale Addition to Cumberland, Maryland.

IT BEING the same property described as Parcel Three in the deed from Jerry L. Frantz, Collector of Taxes for the State of Maryland, and the County of Allegany unto Mark A. Shryock dated April 30, 1999, and recorded among the Land Records of Allegany County, Maryland in Deed Liber 671, folio 82.

PARCEL C:

ALL that piece or parcel of ground known as Lots No. 22 and 23 Gephart Drive of Ridgedale Addition, in Election District No. 06, Allegany County, Maryland.

IT BEING the same property described as Parcel No. 3 in the deed to Mark Shryock from Jerry L. Frantz, Collector – Director of Finance, Allegany County, Maryland, dated June 23, 2003 and recorded among the Land Records of Allegany County, Maryland in Deed Liber 718, folio 355.

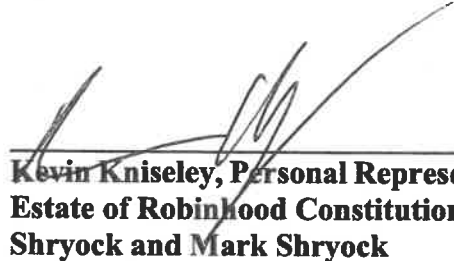
TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

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

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

WITNESS:





(SEAL)
**Kevin Kniseley, Personal Representative of the
Estate of Robinhood Constitution AKA Mark
Shryock and Mark Shryock**

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

I HEREBY CERTIFY, that on this 2nd day of March, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Kevin Kniseley, Personal Representative of the Estate of Robinhood Constitution AKA Mark Shryock and Mark A. Shryock**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, and did acknowledge that, being authorized to do so, 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 and that the total payment made to the grantor was \$0.00.

WITNESS my hand and Notarial Seal.



NOTARY PUBLIC

My Commission Expires: 10/4/2025

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

- ORDER -
of the
Mayor and City Council of
Cumberland, Maryland

ORDER NO. 27,198

DATE: March 7, 2023

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

THAT the Mayor be and is hereby authorized to execute a Donation Agreement by and between the Mayor and City Council of Cumberland the ("City") and Kevin Kniseley, Personal Representative of the Estate of Robinhood Constitution AKA Mark Anthony Shryock (the "Seller") whereby the Seller's donation of the parcels of real property and the improvements thereon located at (1) Gephart Drive, Lots 9-11, identified as Tax ID No. 06-003443, (2) Gephart Drive, Lots 21-22, identified as Tax ID No. 06-003478 and (3) Gephart Drive, Lots 22-23, identified as Tax ID No. 06-015123, shall be transferred to the City for the sum of \$1.00; and

BE IT FURTHER ORDERED, that the City shall accept the deed effecting the transfer of said property, provided the contingencies in the Donation Agreement are satisfied, and the City Administrator and City Solicitor shall have the authority to determine whether those contingencies have been met; and

BE IT FURTHER ORDERED, that the City Administrator and City Solicitor are jointly and severally granted the authority to grant extensions of time for the date of settlement and execute and deliver such documents as are necessary to facilitate or effect the closing for the subject property.

Raymond M. Morriss, Mayor

DONATION AGREEMENT

THIS DONATION AGREEMENT (“Agreement”), is made by and between **Kevin Kniseley, Personal Representative of the Estate of Robinhood Constitution AKA Mark Anthony Shryock** (“Donor”) and **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and is effective upon the date of its completed execution, which date is hereinafter referred to as the “Effective Date”.

RECITALS

WHEREAS, Donor owns the three (3) parcels of real property together with the improvements thereon, if any, located in Cumberland, Allegany County, Maryland which are described as follows and hereinafter collectively referred to as the “Properties”:

- (i) Gephart Dr. Lots 9-11
Tax ID No. 06-003443
Land Records Deed Liber 671, folio 82 (Parcel Two)
- (ii) Gephart Dr. Lots 21-22
Tax ID No. 06-003478
Land Records Deed Liber 671, folio 82 (Parcel Three)
- (iii) Gephart Dr. Lots 22-23
Tax ID No. 06-015123
Land Records Deed Liber 718, folio 555 (Parcel No. 3)

WHEREAS, Donor has offered to donate the Properties to the City and the City has agreed to accept that donation subject to the terms and conditions of this Agreement; and

WHEREAS, the parties deem the entry into this Agreement to be in their respective best interests.

WITNESSETH:

NOW THEREFORE, in consideration of the sum of \$1.00, in hand paid, the receipt of which is hereby acknowledged, and in consideration of these premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The Recitals set forth above are not merely prefatory. They are incorporated by reference in this Agreement as though they were set forth in full herein.
2. **Donation.** Subject to the terms and conditions of this Agreement, Donor agrees to donate the Properties together with the buildings and improvements thereon, if

any, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining to the City, and the City agrees to accept that donation. The closing for the donation shall be held (or the delivery of the deed shall be effected) no later than sixty (60) days from the Effective Date unless said time frame is extended by written agreement of the parties. The City Solicitor and City Administrator are empowered by the City to execute agreements to extend this sixty (60) day period.

3. **Estate/Condition.** The Properties shall be conveyed to the City in fee simple and in "AS IS" condition. Donor shall convey the Properties to the City by means of a deed containing covenants of special warranty and further assurances. Said deed shall be delivered to the City at closing.

4. **Contingencies.** Closing and the City's acceptance of the deed for the Properties shall be subject to the following contingencies:

4.1. **Title.** Title to the Properties shall be good and merchantable, free of liens and encumbrances except use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Properties are located, publicly recorded easements for public utilities, and any other easements which may be observed by an inspection of the Properties.

5. **Appraisal.** Donor has the right to have the Properties appraised for purposes of claiming a tax deduction for the noncash charitable contribution of the Properties to the City. The appraisal(s) shall be performed prior to closing or the date of the City's acceptance of the deed for the Properties. Upon delivery of the deed for the Properties and the City's acceptance of the same, Donor shall provide the City with the appropriate tax documents relative to their eligibility to claim the aforesaid tax deduction, including, but not limited to, IRS Form 8283 and the acknowledgment required under 21 U.S.C. § 170(f)(8)¹. Upon the City's acceptance of the deed and its receipt of the appraisal(s) and the appropriate tax documentation, the City Administrator shall execute the tax documentation on behalf of the City, it being understood and agreed that he is specifically empowered to do so under the terms of this Agreement. It is understood and agreed that the City shall not be required to execute any such documents attesting to the value of the Properties in the event such valuation is not supported by an appraisal or appraisals performed by a licensed real estate appraiser. Further, Donor shall be solely responsible for the preparation and processing of the aforesaid tax documentation as well

¹ Per 21 U.S.C. § 170(f)(8)(B), the contents of the acknowledgment should include the following information:

- (i) The amount of cash and a description (but not value) of any property other than cash contributed.
- (ii) Whether the donee organization provided any goods or services in consideration, in whole or in part, for any property described in clause (i).
- (iii) A description and good faith estimate of the value of any goods or services referred to in clause (ii) or, if such goods or services consist solely of intangible religious benefits, a statement to that effect.

as its submission to the IRS, and the City shall have no liability relative thereto, even if it provides assistance to Donor with respect to such matters.

6. **Risk of Loss.** The Properties shall be held at the risk of Donor until legal title has passed to the City.

7. **Possession.** Donor agrees to give possession and occupancy of the Properties to the City upon the completion of closing.

8. **Timeliness.** Time is of the essence with respect to the provisions of this Agreement.

9. **Representations and Warranties.** As of the date of the closing contemplated hereby and as to the period of time during which Donor held title to the Properties, Donor warrants that he/she/it/they has/have, by acts or omission or commission, not subjected the Properties (including land, surface water, ground water, and improvements) to contamination, including (i) any hazardous waste, underground storage tanks, petroleum, regulated substances or used oil as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.) as amended, or by any regulations promulgated thereunder; (ii) any hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, et seq.) as amended, or by any regulations promulgated thereunder (including, but not limited to, asbestos and radon); (iii) any oil, petroleum products and their byproducts as defined by the Maryland Natural Resources Code, § 8-411(a)(3) as amended, or by any regulations promulgated thereunder; (iv) any hazardous substance as defined by the Maryland Health Environmental Code, Title 7, Subtitle 2, as amended or by any regulations promulgated thereunder; (v) any substance the presence of which on, in or under the Properties, is prohibited by any law similar to those set forth above; and (vi) any other substance which by law, regulation, or ordinance requires special handling in its collection, storage, treatment or disposal. Notwithstanding the foregoing, if, subsequent to the date of the execution of this Agreement and prior to closing, Donor discloses an environmental condition on the Properties to the City, the City shall have the option to take title to the Properties, waiving and releasing its rights with respect to the aforesaid representations and warranties as to the matters so disclosed, or it may decline to take title to the Properties without incurring any liability or obligations as a result of said declination.

10. **Transfer Charges/Recording Fees.** The transfer of the Properties to the City is exempt from recordation and transfer taxes under Md. Tax Property Code Ann. § 12-108 (A)(1) and 13-207(a)(1). The City shall pay the court fee for the recordation of the deed.

11. **Real Estate Taxes.** The City will waive all City real estate taxes presently due on the Properties. It will secure a waiver of the County real estate taxes due or it will pay them.

12. **Breach of Agreement and Default.** The City and Donor are required and agree to make full settlement in accordance with the terms of this Agreement and acknowledge that failure to do so constitutes a breach hereof. If the City fails to make full settlement or is in default due to its failure to comply with the terms, covenants and conditions of this Agreement, Donor may pursue any legal or equitable rights which may be available to her. If Donor fails to make full settlement or is in default due to his/her/its/their failure to comply with the terms, covenants and conditions of this Agreement, the City 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 Agreement.

13. **Assignability.** This Agreement may not be assigned except by written agreement of the parties.

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

15. **Notices.** Any notice, request, demand, approval or consent given or required to be given under this Agreement shall, except as otherwise expressly provided herein, be in writing and shall be deemed to have been given when mailed by United States certified mail, postage prepaid, return receipt requested at the address stated below.

To Donor:

Dennis Kniseley
Personal Representative of the Estate of Robinhood Constitution
15812 Brice Hollow Road
Cumberland, MD 21502

To the City:

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

with a copy to:

Michael Scott Cohen, Esquire
213 Washington Street
Cumberland, Maryland 21502

16. **Entire Agreement.** This Agreement 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. The parties to this Agreement mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors and assigns.

17. **Invalidity.** If any provision or part of any provision contained in this Agreement shall be found for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions or the remaining part of any effective provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality, or unenforceability.

18. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Maryland. It shall be enforceable with an action commenced in the Circuit Court for Allegany County, Maryland, and the parties hereto agree to be subject to the jurisdiction of such Court and further waive any claim that any action or proceeding arising out of or relating to this Agreement and commenced in such Court is commenced in an inconvenient forum or one that lacks proper venue.

19. **Waiver of Jury Trial.** DONOR AND THE CITY EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH EITHER OR BOTH OF THEM MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT. IT IS AGREED THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY DONORS AND THE CITY, AND EACH OF THEM REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUA(S) TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

20. **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.

21. **Modification.** No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement.


22. **Joint Drafting.** The parties hereto agree that this Agreement reflects the joint drafting efforts of each party, and any ambiguities shall not be construed against either party.

23. **Counterparts.** This Agreement 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 Facsimile or Other Electronic Means. Each of the parties hereto expressly authorizes and agrees to sign facsimile and/or other electronically transmitted copies or counterparts of this Agreement. Said facsimile and/or other electronically transmitted signed copies or counterparts shall have the same binding effect as would a signed original Agreement or counterpart once delivered to the other party.

IN WITNESS WHEREOF, the parties have duly executed this Donation Agreement as of the dates set forth below with the specific intention that it constitute an instrument under seal.

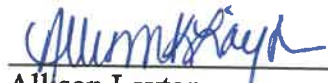
WITNESS/ATTEST:


_____
_____ (SEAL)

Kevin Kniseley, Personal Representative of
the Estate of Robinhood Constitution AKA
Mark Anthony Shryock

3/2/23

Date



Allison Layton,
City Clerk

MAYOR AND CITY COUNCIL
CUMBERLAND

By:  (SEAL)
Raymond M. Morriss, Mayor

3/2/2023

date

File Attachments for Item:

. Order 27,199 - adopting the Code of Conduct for Working with Children

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

ORDER NO. 27,199

DATE: March 7, 2023

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

THAT the Mayor and City Council be and is hereby authorized to adopt the Code of Conduct for Working With Children, which will be applicable to city employees, volunteer or any persons having affiliation with the City of Cumberland and working directly or indirectly with children.

Raymond M. Morriss, Mayor

City of Cumberland

Expected Code of Conduct while working directly or indirectly with children

Staff in the following document is recognized as city employees, volunteers, or any persons that have affiliation with the City of Cumberland.

Programs and events refers to any city based program or event held on or off of their property.

1. Staff should at all times be visible while with children and not at any point unable to be seen while alone with a child. This pertains to any area where children are present such as park programs or public areas.
2. Staff should never leave a child unattended.
3. Restrooms. Staff must make sure a restroom is unoccupied of any persons prior to children entering. Staff and then to stand in the doorway while child is using the restroom. If a child requires assistance while using the restroom the staff member is allowed to help but required to keep the door to the facility open.
4. Staff will be required to work in pairs when involved in private activities (i.e. diaper changing, swimsuit or other clothing changes, showering). If not possible, the single staff member is required to tell a fellow staff member and be completely visible during entire activity.
5. Any type of physical, mental, or emotion abuse to a child will not be tolerated and subjected to employee dismissal and possible prosecution from the law.
6. Staff will refrain from any unwanted physical contact with children. A child right to say no should be respected. Other than diapering children should not be touched anywhere that would be covered by a bathing suit.
7. Appropriate touch allowed is considered pats on the shoulder or back, side hugs, handshakes, fist bumps, or high fives. No full frontal hugs, touching of private areas, or patting of the buttocks is allowed.
8. Rather than comparing, criticizing, or engaging children in competition against one another, staff will encourage children. Staff will use positive guidance, reinforcement, and redirection.
9. Staff will show no favoritism to children by giving gifts or doing favors that ultimately excludes other children.
10. Staff are not permitted to have a private interaction with children through social media or messaging platform. While not required it is recommended that staff make personal social media content private.
11. Staff are also not permitted to engage in private encounter with children from city sponsored programs whether it be babysitting, sleepovers, or inviting them over to their home. Any actions of this must first be submitted in a written explanation where it is then subject to approval by administration.
12. All children shall be treated equally regardless of race, color, religion, national origin, disability or gender.
13. Staff relations are not prohibited outside of city related programs but staff will refrain from displays of intimate affection while children are present and when programs are taking place.
14. Use of, possession, or being under the influence of any alcohol or illegal substances while working is strictly prohibited.
15. Use of tobacco products while working with or near children is prohibited.

16. There will be no use of inappropriate jokes, profanity, details of ones personal life, or harassment towards others while working.
17. Staff are not allowed to transport children in their private vehicles.
18. Staff are prohibited from intimate relations and dating program participants.
19. Parents will be required to fill out a participation form for any city event where the child will be under the care of city staff. Staff should not release the child to anyone other than those listed on the form.
20. Staff are required to report any and all suspicion of child neglect and abuse to authorities. Staff are also required to sign all documentation relating to identifying, documenting, and reporting child abuse and attend prevention training.

By signing this document I understand that any violation of this code of conduct could result in termination or persecution from the law.

Employee Signature and Date

Supervisor Signature and Date