



Mayor and City Council of Cumberland

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

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

AGENDA

Regular Meeting
57 N. Liberty St.

DATE: June 18, 2024

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

Presentations

1. Recognition of Kevin Ogle for 52 years with the City of Cumberland Police Department
2. Recognition of the Allegany High School Girl's Softball Team for their State Championship and 22-0 Season

Director's Reports

(A) Administrative Services

1. Administrative Services Monthly Report for May 2024

(B) Engineering

1. Engineering Division Monthly Report for May 2024

(C) Public Works

1. Maintenance Division Monthly Report for May 2024

(D) Fire

1. Fire Department Monthly Report for May 2024

(E) Police

1. Police Department Monthly Report for May 2024

(F) Utilities - Flood, Water, Sewer

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

Approval of Minutes

1. Approving the Work and Regular Session Minutes from May 21, 2024 and June 4, 2024

Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

New Business

(A) Resolutions

1. Resolution 2024-03 (*one reading only*) - approving an application to the MD Department of Housing and Community Development for Community Legacy 2025 Projects totaling up to \$800,000

(B) Orders (Consent Agenda)

1. Order 27,476 - approving the 2024 Annual Action Plan projects for the Community Development Block Grant Program
2. Order 27,477 - authorizing the abatement of taxes, interest and water/sewer for the City-owned properties at 208 Virginia Avenue, 513 Fayette Street, 26 Industrial Blvd. and 317 Cecelia Street in the total amount of \$16,022.28
3. Order 27,478 - declaring equipment to be surplus property and authorized for sale, scrap or disposal
4. Order 27,479 - rescinding the bid of Aylen Milanes for surplus equipment "2014 Cub Cadet Tank LZ Commercial" due to non-compliance with bid procedures, and accepting the bid of \$2,525 from Donnelly Bohrer for said equipment
5. Order 27,480 - accepting the proposal from Cleveland Brothers CAT, for the purchase of one new Caterpillar 246D3 Skid Steer Loader in the total amount not to exceed \$46,520, in accordance with City Code Sec 2-171 (c) relating to to purchasing cooperatives and piggyback contracts
6. Order 27,481 - accepting the proposal from Cleveland Brothers CAT, to purchase one new Caterpillar Weiler P385C Asphalt Paver in the total amount not to exceed \$267,390, in accordance with City Code Sec 2-171 (c) relating to to purchasing cooperatives and piggyback contracts
7. Order 27,482 - accepting the proposal from Stephenson Equipment for the purchase of one new LeeBoy L300 Trailer Mounted Tack Tank in the total amount not to exceed \$24,955.40, in accordance with City Code Sec 2-171 (c) relating to to purchasing cooperatives and piggyback contracts
8. Order 27,483 - accepting the proposal from Stephenson Equipment for the purchase of one new Bomag BW120AD5 Asphalt Roller in the total amount not to exceed

\$60,279, in accordance with City Code Sec 2-171 (c) relating to purchasing cooperatives and piggyback contracts

- [9.](#) Order 27,484 - authorizing the execution of an Encroachment Agreement by and between the Mayor and City Council of Cumberland and Thomas J. and Lori M. Cehlarik for the purpose of installation, maintenance, repair and replacement of a chair lift at their residence
- [10.](#) Order 27,485 - authorizing the sole source renewal of the LOGOS.net Finance/HR system support and maintenance contract for a one year term at a cost not to exceed \$56,838.52
- [11.](#) Order 27,486 - approving the sole source purchase from Amazon Web Services, Inc. to provide server hosting and support services for FY25 in the not to exceed amount of \$37,000
- [12.](#) Order 27,487 - authorizing the City Administrator to execute all FY25 Employment Agreements for part-time employees of the City of Cumberland
- [13.](#) Order 27,488 - authorizing the City Administrator to execute all Seasonal Employment Agreements for the 2024 Spring/Summer season which shall not exceed 6 months from the date of execution
- [14.](#) Order 27,489 - authorizing the execution of an Outdoor Dining Lease Agreement with Coachs Entertainment Enterprises, L.L.C. (Mezzo's), Uncle Jack's Pizzeria and Pub, Inc., SHAFCO T/A City Lights American Grill and Bar, Embassy Theatre Corporation and Baltimore Street Grill for the use of the public right of way immediately in front of and adjacent to the property for outside cafe dining for a term effective June 1, 2024 through October 31, 2025
- [16.](#) Order 27,490 - declaring certain City-owned properties located at 454-456 Goethe Street, 404 Furnace Street, Lots 63-65 Young's Terrace and Lots 5-6-7, Blk 28 Sperry Terrace, to be surplus and authorizing them for sale
- [17.](#) Order 27,491 - approving the sole source purchase from L/B Water Service, Inc. for one new Mueller CL-12 Large Tapping Machine for the Water Department in the total amount not to exceed \$52,341.99

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

2. Recognition of the Allegany High School Girl's Softball Team for their State Championship and 22-0 Season

City of Cumberland
~ MARYLAND ~

CERTIFICATE OF RECOGNITION



The Mayor and City Council of the City of Cumberland
do hereby award this Certificate to the

ALLEGANY GIRLS SOFTBALL TEAM

...in recognition of a perfect 22-0 season and capturing their second Class 1A state championship in three years.
Now, therefore, I have issued and signed this Certificate of Recognition in honor of this commendable achievement.

GIVEN UNDER OUR HANDS AND SEALS THIS 18TH DAY OF JUNE, IN THE YEAR TWO THOUSAND AND TWENTY-FOUR,
WITH THE CORPORATE SEAL OF THE CITY OF CUMBERLAND HERETO ATTACHED.


RAYMOND M. MORRIS
Mayor

File Attachments for Item:

. Administrative Services Monthly Report for May 2024

Administrative Services Monthly Report for May, 2024

2024

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Dear Mayor and City Council Members:

The following report is submitted by the Department of Administrative Services for the month of May, 2024.

Information Technology Department

May 2024

Johnna Byers, Director

Statistics

184 new help desk requests

158 help desk requests resolved

Activities

Major department initiatives in the past month include:

- Move various departments due to City Hall HVAC project, including moving them to different location, then maybe another different location, then back
- Assist with police mobile data terminal issues
- Assist with Time and Attendance HR Project
- Begin Active Directory migration project
- Archive old Google mail accounts

Parks and Recreation

May 2024

Ryan Mackey, Director

Reservations for the six covered Pavilions at Constitution Park continue to be taken for the 2024 season, with citizens using the Online “Citizen serve” program. Rental Fees are \$ 100.00 for the Large Pavilion and \$ 75.00 for the Small Pavilion.

Usage of the Pavilions – Month of May– 24 pavilions rented and used

Day of Caring and Sharing Friday May 10, 2024 – Parks & Recreation Department was able to participate by providing facilities for the program. The garden area within the park and cleaning the Day camp buildings and Park Pool clean up were all completed as part of the Day of Caring and Sharing. Volunteers from Rocky Gap casino, Western MD. Correctional Center and the Cumberland Garden club worked at the facilities.

85th Season - Constitution Park Pool – The Park Pool opened Memorial Day weekend

3 Days of Operation

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

Sunday in the Park- A regular Sunday Evening Concert series began on Sunday May 26, with the Traditional Season opener of “The Potomac Concert Band” The event was well attended.

Seasonal Services Park pool passes, registration and fees for the summer day camp, picnic kits and sport supplies

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

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

Girls Softball League at Jaycee and Northcraft, Cavanaugh field

Dapper Dan Little League Baseball at Long Field & Al Abrams

Industrial League at Mason

Co-ed League at Mason

Spring Soccer –AVID Soccer Club using fields at Mason complex

School Tennis Team at the Park Tennis Courts

Adult Spring Flag Football League

Pee Wee Football Spring Conditioning practice

Constitution Park – Park watchman began work on weekends May 4 and continued in the month of May including the Memorial Day Holiday. Park Restrooms are open and closed, and Pavilion reservations are monitored along with other activities at the park.

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

Community Development Report

May 2024

Kevin Thacker, Code Compliance Manager

Noted Activity:

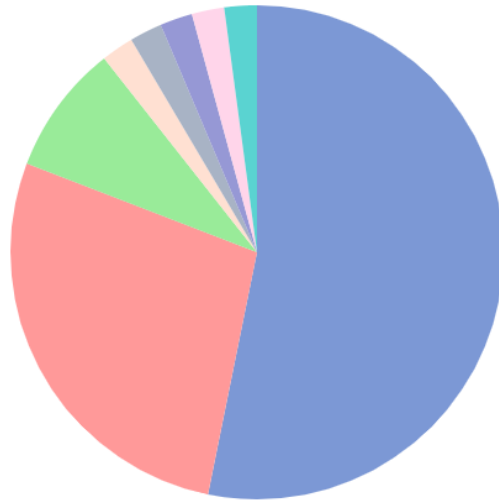
- Commercial building permit, \$150,000 valuation for First Peoples FCU on Elm St.
- Six new businesses received occupancy permits.
- Round 7 of Surplus Property Sales began (2 Rehabs & 7 Lots).
- One Rehab Grant completed - 508 Baltimore Ave. with over \$90k in receipts, \$25k awarded.

Code Enforcement Activity:

94 new cases received – 50 of those are still open

47 violations were found
 44 cases have been resolved

Open Date From: 05/01/2024
 Open Date To: 05/31/2024



Violations by Violation Type			
■	Cutting of weeds	25	53.2%
■	Dwellings, yards and lots to be kept clean	13	27.7%
■	Duties of owner and operator	4	8.5%
■	General penalty; continuing violations	1	2.1%
■	Kennel	1	2.1%
■	Licensing of rental dwelling units	1	2.1%
■	Order to vacate	1	2.1%
■	Registration of agents	1	2.1%

Permits/Reviews & Rental Licenses:

51 Total Permits/Reviews were issued
 47 Rental Inspections were completed

Building

Residential.....0
 Commercial.....1

Miscellaneous

Residential.....7
 Commercial.....3

Occupancy

Residential 3
 Commercial 6

Signage

Commercial 3

Electrical

Residential.....4
 Commercial.....1

Plumbing

Residential.....2
 Commercial.....0

Utility

Residential 3
 Commercial 0

Demolition

Residential 2
 Commercial 0

Public ROW

.....8

Rental Licenses

Residential.....19

Rental Inspections

Passed 42
 Failed 5

Plans, Reviews, Amendments and Appeals

(ZA, RPR, SR, ZMA, ZTA, SRA)
 (Type) Issued0

Certificates of Appropriateness

Issued..... 8

Request for Change/Amendment

Issued..... 0

Revenue from 'Issued' Permits/Reviews:

Building Permits\$930.00
 Miscellaneous Permits152.00
 Occupancy Permits225.00
 Sign Permits263.50
 Utility Permits3,121.12
 Plan reviews, Amendments & appeals.....0.00
 Zoning Classification Détermination (info request)0.00
 Municipal Infractions (citations).....0.00
 Certificates of appropriateness.....181.00
 Rental Licenses (new & renewals)1,125.00

Paid Rental Inspection Requests0.00
TOTAL\$5997.12

Demolition Bonds Collected.....\$1,500.00

Community Development Programs

May 2024

Lee Borrer, Senior Community Development Specialist

Community Development Block Grant (CDBG) Monthly Activity	May 2024 Report	Original Budget	Lifetime Funds Exp	Remaining Balance
Baltimore Street Redesign	2020	\$402,700.00	\$328,071.22	\$74,628.78
AYEPS Youth Center Facil Rehab	2020	\$4,753.75	\$4,364.49	\$389.26
2020 Grant Totals		\$407,453.75	\$332,435.71	\$75,018.04
(May 2 amend) incr. Long Term Prescript	2021	\$2,068.98	\$1,364.00	\$704.98
(May 2 amend) YMCA Trans Shelter 3 fl floor	2021	\$56,642.48	\$0.00	\$56,642.48
2021 Grant Totals		\$58,711.46	\$1,364.00	\$57,347.46
Balt Street Redesign	2022	\$188,384.50	\$0.00	\$188,384.50
AYEP Youth Center Rehab	2022	\$10,000.00	\$9,337.93	\$662.07
2022 Constitution Park Trail (Admin Feb 20 amend)	2022	\$9,246.89	\$0.00	\$9,246.89
Gilchrist Security for Transi Housing	2022	\$30,820.00	\$29,614.00	\$1,206.00
2022 Grant Totals	2022	\$238,451.39	\$38,951.93	\$199,499.46
AYEPS Youth Center Facil Rehab	2023	\$20,000.00	\$0.00	\$20,000.00
Admin	2023	\$117,000.00	\$47,614.83	\$69,385.17
Ind Cost	2023	\$12,000.00	\$5,671.00	\$6,329.00
FH	2023	\$11,000.00	\$3,999.29	\$7,000.71
YMCA Gil Trans Shelter Ext Elect/Safe/Cam	2023	\$124,935.00	\$0.00	\$124,935.00
FAI ALU Roof	2023	\$18,026.00	\$0.00	\$18,026.00
FAI Water Tank Imps	2023	\$60,000.00	\$0.00	\$60,000.00
FAI Gen Installation LEC	2023	\$18,000.00	\$0.00	\$18,000.00
Assoc Char Short Term	2023	\$11,435.00	\$1,798.00	\$9,637.00
PHA JFV Sidewalk Imps (Feb 20 amend)	2023	\$71,126.00	\$71,126.00	\$0.00
FCRC Domestic Violence IPV classes	2023	\$20,500.00	\$20,500.00	\$0.00

Targ City Foot/Bike Patrols	2023	\$4,960.00	\$3,380.77	\$1,579.23
YMCA Food Trans Shelter	2023	\$8,000.00	\$4,184.34	\$3,815.66
Constitution Park Trails	2023	\$303,000.00	\$60,345.41	\$242,654.59
2023 Grant Totals		\$799,982.00		\$581,362.36
			Total All Yrs	\$913,227.32
May 2024 CDBG Report	5/23/24			
Balances:	Year	IDIS grant rpt		
\$75,018.04	2020			
\$57,347.46	2021			
\$199,499.46	2022			
\$55.04	2022 PI			
\$581,362.36	2023			
\$82,795.64	2020 cv	*change each month		
\$132,365.50	OLD 20 21			
\$996,078.00	Total All	20,21,22,23, PI, CV		

Regular CDBG- The City passed the May 2 timeliness test. Most of the remaining funds should be expended by December 2024.

The Environmental Review Record for the Constitution Park Trails Design Plan was completed in May and the FONSI/NOI RROF was posted for 15 days and will be sent to HUD on or about June 3.

Construction permits for the project are on schedule and construction is expected to begin mid to end of June with a timeframe for completion in roughly 75 days.

CDBG-CV-Cares Act funds- No activity. 86% expended and estimated to be exhausted by December 31, 2024.

CARES ACT CDBG Monthly Report		Amount Funded	Expended	Funds Remain
CV3 AYEP Youth Center Rehabilitation		\$190,050.73	\$184,709.23	\$5,341.50
CV Constitution Park Improvements/Trails		\$14,153.74	\$0.00	\$14,153.74
CV Constitution Park Improvements/Playground		\$63,300.40	\$0.00	\$63,300.40
TOTAL CDBG CV BALANCE				\$82,795.64
	B20MW24001 Award (1st rd)	\$476,251.00		
	B20MW24001 Award (3rd rd)	\$119,910.00		

Updated Post April 2024 CDBG draw 5/3/2024 \$596,161.00

Historic Planning/Preservation

May 2024

Ruth Davis-Rogers, Historic Planner/Preservation Coordinator

In addition to serving the public and answering daily questions and inquires I did the following:

Historic Preservation Commission Meeting (HPC)

- Supported March HPC Meeting scheduled for May 15th, 2024 (at the Allegany co. Museum Building).
- Reviewed and administered Certificate of Appropriateness permits/administrative approval.
- Consulted with building owners on projects requiring COA permits.

Meetings & Events

Attended

- Various city and dept. staff meetings
- Main Street conference in Birmingham, Alabama
- Attainable Housing Mtg.
- Presented and represented Allegany County at MAHDC Symposium (near Annapolis)

Grants, Tax Credits and Section 106 reviews

Administered/managed funding/grants for:

- Cumberland Wayfinding Plan
- Residential Accessibility Improvement Program
- Roof Replacement Program
- Choose Cumberland Relocation Package
- Mid-town Façade Grant
- Conducted Section 106 Reviews (as needed) for various projects.
- Worked on and drafted multiple revitalization grant projects for FY2025 (*due in June*)
- Answered questions (as needed) regarding tax incentives from both current and potential building owners.

Human Resources

May 2024

April Howser, HR Officer/Justin Lam, HR Associate

No information provided

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

No information provided

Respectfully submitted,

Jeffrey F. Silka
City Administrator

slb

File Attachments for Item:

. Engineering Division Monthly Report for May 2024

Capital Projects							May 31, 2024	
Order	Project No. (New Format)	Project No. (Old Format)	Project Name	Description	Phase	Comments	Updated By	Date of Update
2008		05-08-S	Evitts Creek CSO Upgrades Phase III	Replacement of CSO line connecting	Design	UPDATE - Coordinating with CSX to gain access in the next	RLS	6/13/2024
2008		06-08-S	Interceptor Sewer to Evitts Creek	This is the sewer along Evitts Creek	Design	UPDATE - Received engineering report from Gwin Dobson &	MDI	4/29/2024
2014		04-14-WWTP	Sludge Screening Study/Design	Study to select the best alternative to keep	Design	NO CHANGE Need/Benefit of the project is being reevaluated,	RLS	4/2/2018
2014		19-14-M	Greene Street Complete Street Plan	Planning Study for Greene Street	Planning	NO CHANGE - The Design Report from Alta Planning + Design was submitted and presented to the Mayor and City Council. The plan to start work on Construction Funding Applications has been delayed because of the Baltimore Street Project, which would have been competing for the same funds. This project still needs to be done and should be a priority in the future.	RLS	6/1/2017
2015		18-15-S	CSO Water Quality Analysis	Base line data collection for analysis of future CSO needs after CSO Storage is on line.	Planning	NO CHANGE Project continues. Staff are taking regular scheduled stream samples for e-Coli analysis at this time. Rainy days (once a month) are the target for sampling at this time.	RJK	6/11/2024
2016		12-16-M	Baltimore Street Access	The purpose of the New Baltimore Street	Construction	UPDATE - The project has been award to Triton Constrution of	MDI	4/29/2024
2016		18-16-BR	John J. McMullen, Bridge No. A-C-01	Bridge Repair	Construction	UPDATE - Project is using State in lieu of Federal Aid funding.	MDI	4/29/2024
2016		19-16-S	78" Parallel Pipeline from Mill Race to	78" Pipeline to CSO tank in accordance	Design	UPDATE - The City continues to coordinate restarting this work	RLS	6/13/2024
2017		2-17-FPM	Flood Control Encroachment removal	The City as the Local Sponsor of the	Planning	NO CHANGE - This project has been delayed because of other	RLS	7/11/2018
2017		18-17-M	Maryland Avenue Development	This is not and Engineering Project, but	Design	NO CHANGE - Phases 1 & 2 of the Cumberland Gateway	RLS	3/26/2021
2018		08-18-BR	Cumberland Street Bridge	This project will replace the bridge	Design	UPDATE - The City received approval to from FHWA/MDOT to	RLS	6/13/2024
2018		09-18-BR	Baltimore Street Bridge Replacement	This project will replace the bridge	Construction	UPDATE - The project is under construction. Phase 2 is	RLS	6/13/2024
2018		22-18-M	Solid Waste and Recycling Collection	Contract documents for the FY20 garbage and recycling collection bid process	Planning	NO CHANGE Proposals received proposals to extend the contract for FY25. Noble Environmental (Mountainview Landfill) and Burgmeier's Hauling received approval of 1-year extensions in November 2023.	RJK	6/11/2024
2018		26-18-M	Ridgeley Levee System Certification					
2018		31-18-WFP	Pine Ridge Water & PUC Rate	Project involves determining a path	N/A	NO CHANGE - City staff continues to work through issues with	RLS	1/28/2020
2018		44-18-BR	Washington Street Bridge Replacement	This project will replace the bridge structure.	Planning	NO CHANGE - Studies have been returned and subject to CSX negotiations.	RLS	8/5/2019
2020		2-20-M	Frederick St Parking Garage Repairs	Repairing a spalled section of slab on	Planning	NO CHANGE - Researching proper repair systems for spalled	MDI	1/24/2020
2020		6-20-S	Sanitary Sewer Lining Assessment	Performing a cost assessment on relining	RFP	NO CHANGE - Based on list of "high risk" lines provided by	MDI	11/29/2023
2020		9-20-M	Constitution Park Fill Disposal	Assessing potential clean fill dump sites for Public Works	Construction	NO CHANGE - Public works dept. has finished dumping in site #1 behind Long Field. They will place topsoil and seed this area in Spring. Site #2 (behind pool house) is now active dump site for all PW projects until full. Engineering responsible for intermittent E&S inspections.	MDI	1/25/2023
2020		14-20-M	Carver Building Repairs	Project to repair damage to the Carver	Planning	NO CHANGE - The building power should be restored in the	RLS	1/25/2023
2020		17-20-WWTP	CSO Long-Term Control Plan Projects/Schedule Review	Correspondences with MDE regarding the LTCP Projects and the Consent Decree (CO) end date: October 1, 2023.	N/A	NO CHANGE - Coalition received a draft Modified Consent Decree from MDE late April. Staff are reviewing the document, meeting with other coalition members, drafting comments and questions related to individual jurisdiction conditions. Next steps are 1) to meet with legal council for recommendations based on our comments, and 2) prepare a collective response to MDE.	RJK	6/11/2024
2020		29-20-S	Locust Grove Force Main & LaVale	Joint project between Allegany County				
2020		30-20-SWM	Grow West Facility Expansion	SWM Review for proposed expansion of	Construction	NO CHANGE - Contractor continues construction of expansion.	MDI	10/8/2021
2021		2-21-WWTP	Influent Screening System Upgrade	Design and replacement of a new influent	Complete	COMPLETE - Carl Belt was the low bidder for the construction	MDI	11/29/2023
2021		4-21-W	Route 220 20" Water Main	Project to replace the 20" water main in	Planning	NO CHANGE - This project is in the planning stages in	RLS	4/21/2021
2021		6-21-RE	Constitution Park Wading Pool Filter	Replace the cracked filter and other		NEW -		
2021		10-21-M	Undocumented Rights-of-Way	Decide how undocumented rights-of-way	Study	NO CHANGE - Evaluating using GIS to track City owned	JRD	8/30/2023
2021		12-21-WWTP	Industrial Pretreatment USPI CWT	An application to discharge industrial	Planning	COMPLETE - Permit issued to USPI, effective date was	RJK	6/11/2024
2021		16-21-M	Downtown ADA Improvements	This project includes the replacement of	Planning	UPDATE - Project is scheduled to receive CDBG funding in	MDI	4/29/2024

2021		20-21-M	Engineering Database Migration	This project will implement the migration of	Planning	UPDATE - Engineering has the final project form from MCCi	JAT	6/11/2024
2021		21-21-WFP	Water Allocation Permit Renewal PA	The Water Allocation Permit is required to	Permitting	NO CHANGES- Application submitted in March.	RJK	6/11/2024
2021		31-21-RE	Constitution Park Amphitheater	Project to upgrade the Constitution Park	Construction	NO CHANGES - Contracted portion of project is complete	MDI	7/26/2023
NOTE: Beginning in 2022, the Engineering Department will be migrating to a new project number format. The new number format places the 4-digit year first, a 2-digit yearly sequence second, and a 3 or 4-character project type code third.								
2022	2022-02-WTR	2-22-W	South Cumberland Water Main	This project includes the replacement of	Design	UPDATE - Project was bid and was awarded to Excavating	ANM	6/12/2024
2022	2022-09-SHLD	09-22-M	Cumberland Street ADA	ADA improvements at the intersection of	Design	NO CHANGE - This project is currently in preliminary design.	JAT	7/19/2022
2022	2022-10-SWM	10-22-SWM	Messick Road Development	SWM Review and Utility Easement	Review	NO CHANGE - Waiting for support to be requested of the	RLS	2/2/2023
2022	2022-11-PBLD	11-22-PBLD	City Hall/Public Safety Building HVAC	American Rescue Plan Act (ARPA)	Construction	UPDATE - The contractor plans to begin installing the new	RLS	6/13/2024
2022	2022-12-PBLD	12-22-PBLD	Prisoner Processing Improvements	American Rescue Plan Act (ARPA) funded	Planning	NO CHANGE - Due to insufficient ARPA funds being allocated,	RLS	1/29/2024
2022	2022-14-MISC	14-22-M	Residential Grass Mowing	Contract for mowing the residential	Construction	NO CHANGE - Contract underway.	DTG	6/13/2024
2022	2022-15-MISC	15-22-M	Non Residential Grass Mowing	Contract for mowing the Commercial and	Construction	NO CHANGE - Contract underway.	DTG	6/13/2024
2022	2022-16-SHLD	2022-16-SHLD	Waverly Terrace Retaining Wall	Project to include replacement of retaining	Planning	NO CHANGE - Currently developing preliminary cost estimate	MDI	7/22/2022
2022	2022-22-PBLD	2022-22-PBLD	City Hall and Public Safety Building	Project includes upgrades to elevators in	Complete	UPDATE - Elevator improvements in PSB & City Hall are	RLS	6/13/2024
2022	2022-23-SWM	2022-23-SWM	Queen City Armory SWM Review	SWM Redevelopment Review for two	Review	NO CHANGE - Project is now in construction. Working with	MDI	7/26/2023
2022	2022-24-BR	2022-24-BR	Fayette Street Over CSX Rail Bridge	Design and construction of the Fayette		UPDATE - The project cannot proceed until granted	RLS	6/13/2024
2022	2022-26-SHLD	2022-26-SHLD	Massachusetts Ave and New	CDBG funded project to install ADA	Design	UPDATE - The overall preliminary design and cost estimate of	JAT	6/11/2024
2022	2022-28-WFP		UCMR5	Quotes for water plant sampling of	N/A	NO CHANGE - Public notification required as results are	RJK	6/11/2024
2022	2022-29-M		Bellevue Street Brownfields Site	EPATBA Program Phase I and Phase II	Study	UPDATE - EPA TBA program. Work on a Phase I completed	RJK	6/11/2024
2022	2022-32-RECR		Constitution Park Trails	CDBG funded project to install mountain	Design	UPDATE - GASS has completed and finalized any necessary	JAT	6/11/2024
2022	2022-35-FPM		Ridgeley Bituminous Sill Repairs	Project to include repairs to the existing	Planning	NO CHANGE - This project is on hold until next year due to	MDI	7/26/2023
2022	2022-36-PBLD		AST Compliance at MSC	Permit compliance for the fuel tanks at the	N/A	COMPLETE - Permit compliance will be met with the fuel tank	RJK	6/11/2024
2022	2022-38-PVG		Queen City Drive Pavement Repairs	Project to include concrete patch repairs	Construction	UPDATE - The Street Department has performed repairs with	RLS	6/13/2024
2022	2022-39-FPM		River walk and Potomac Industrial	Remove the industrial dam for the	Design	UPDATE - The draft PER has been submitted. Additional work	RLS	6/13/2024
2022	2022-42-SHLD		Fletcher Alley Road Repairs	Repair section of Fletcher Alley behind	Planning	NO CHANGE - Planning for possible repairs is underway. Still	MDI	4/12/2023
2023	2023-07-PVG		General City Paving FY24	Paving projects for FY24	Planning	UPDATE - Engineering is currently working out scope of work	JAT	11/16/2023
2023	2023-08-SANS		Carpendale Sewer	New Sewer line				
2023	2023-09-SWM		Allegany Resource Recovery Facility	SWM Review for proposed new resource	N/A	NO CHANGE - Approved the site development stormwater	MDI	11/29/2023
2023	2023-10-M		Solid Waste and Recycling Collection	Curbside solid waste and recycling	N/A	UPDATE - RFP planned for FY26.	RJK	6/11/2024
2023	2023-12-BRDG		Marion Street Bridge Repairs	Repair spalled concrete under the bridge	Design	NO CHANGE - The project design is complete. Engineering is	RLS	1/29/2024
2023	2023-13-M		2023 ECWC Watershed Timber Sale	Annual Timber Sale @ ECWC	Construction	NO CHANGE - Work is ongoing.	DTG	6/14/2024
2023	2023-14-PBLD		MSC Fuel Tank Replacement	Municipal Service Center Tank	Construction	UPDATE - Project awarded to Triad Engineering 11/21/2023.	ANM	6/12/2024
2023	2023-15-M		Spotted Lanternfly Quarantine	Spotted Lanternfly Information	N/A			
2023	2023-17-RECR		Park and Public Facilities Signage	New Park Signage Design and	Construction	NO CHANGE - Implementation of this project is being handled	JAT	8/24/2023
2023	2023-18-WRF		WRF Plant Optimization Study	The project scope has been changed to	Study	UPDATE - This RFP will be issued to consultants in June	RLS	6/13/2024
2023	2023-20-WFP		WFP Membrane Filtration Building	Design new membrane filtration building	Planning	NO CHANGE - Project has been awarded to Gwin, Dobson	RLS	1/29/2024
2023	2023-22-SHLD		Market Street Sidewalk		Design	NEW - This is a new project for ADA improvements at Market	JAT	11/16/2023
2023	2023-24-SANS		Sanitary Sewer CIPP Repair		Construction Bidding			
2024	2024-01-UTIL		MDE PreApplications FFY24 FY26	Applications for state funding for Water &	N/A	COMPLETE - Five applications prepared for submission	RJK	6/11/2024
2024	2024-02-WTR		24 Inch Crosstown Water Main	Water main replacement from Polk St to	Planning			
2024	2024-03-FPM		Dry Run Dam Overtopping		Study	NEW - Requesting funding from MDE for engineering study to	MDI	4/29/2024
2024	2024-04-TRFC		Kelly Road Pedestrian Improvements	Upgrade of mid-block crosswalk on Kelly	Design	NO CHANGE - Proposed improvement plans including	JRD	4/23/2024
2024	2024-05-M		2024 ECWC Watershed Timber Sale					
2024	2024-06-PVG		Mechanic & Harrison Streets					
2024	2024-07-PRKG		Constitution Park Parking Lot Paving	Paving improvements for various parking	Design	UPDATE - Design for the parking lot adjacent to the pool and	JAT	6/11/2024
2024	2024-08-RECR		Constitution Park Pedestrian	Pedestrian improvements in Constitution	Planning	UPDATE - In preliminary design and is being planned alongside	JAT	6/11/2024
2024	2024-09-SWM		Louisiana Ave Gas Line SWM	SWM Waiver Request for Columbia Gas	N/A	COMPLETE - SWM waiver request and acceptance for	MDI	4/29/2024
2024	2024-10-SWM		Dunkin Donuts Spring Street SWM	SWM Review for Dunkin Donuts project at	N/A	COMPLETE - SWM review completed for new Dunkin Donuts.	MDI	4/29/2024
2024	2024-11-PVG		General City Paving FY25					
2024	2024-12-PBLD		MDE BEPS Public Safety Building	Maryland's Energy Performance	N/A	NO CHANGE Owners of covered buildings are required to	RJK	6/11/2024
2024	2024-13-SWM		Grow West Dispensary Beall Street	SWM Review for new Grow West	N/A	NEW - SWM Review is in the conceptual phase.	MDI	4/29/2024
2024	2024-14-SWM		Western Maryland Outdoor Power	SWM Review for a storage building at	N/A			
2024	2024-15-WFP		Koon Dam Emergency Manhole	Repairs to two manholes in response to	Construction	NEW - Construction began on 6/11 and is expected to be	RLS	6/13/2024
2024	2024-16-MISC		Clock Tower for Hendershot Park	Proposed clock tower and other				

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File Attachments for Item:

. Maintenance Division Monthly Report for May 2024

**MAINTENANCE DIVISION REPORT
MAY 2024**

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

Central Services Report

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

- Potholes and Citizen Reports
 - 50 Service Requests Completed
 - 22 Streets and 5 Alleys Repaired

- Street Maintenance and Utility Work
 - 30 Yards of Concrete Utilized
 - Queen City Drive project has been completed from Baltimore Street to Centre Street

- Tree Removal and Pruning
 - 14 hazard trees were removed
 - 22 trees were trimmed
 - Tree Complaints and Tree Issues
 - Resolved and/or addressed 43 tree complaints and tree issues
 - Other Work
 - Shade Tree Meeting
 - 2 Tree Plantings
 - Cleaned canopy on Trost Ave for Water Distribution
 - Day of Caring and Sharing

- Street Cleaning Operations
 - 20 Loads Collected
 - 18 Tons of Debris to Landfill
 - 162 Miles of Streets Swept
 - Our Sweeper Returned to service on May 15th

- Sign Work
 - 10 Traffic Control Sign Repaired / Installed
 - 4 Street Name Signs Repaired / Installed
 - 2 Handicap Signs Repaired / Replaced
 - 3 Handicap Signs Removed / Installed

- Miscellaneous
 - Baltimore Street Underpass Cleaned 4x
 - 4 Events for Traffic Control
 - Continuing Road Side Mowing
 - Supported LBC Day of Caring and Sharing

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

- Constitution Park
 - Mowing operations are in Full Swing @ Park
 - Pool Opening operations were successful for a Memorial Day Opening
 - All Public Restrooms are open for use 7 Days a Week
 - Weekend Staffing is in place to support rentals and functions

- Mason's Sports Complex
 - Mowing Operations are in Full Swing
 - All Fields have been refreshed from the Winter Season
 - Bathrooms are open to the public Monday – Friday
 - Weed Control is 75% complete in all fence lines and hard to reach areas
 - Boat Ramp was installed before Memorial Day weekend
 - All Fields are being Mowed Weekly and Game Prepped 2x Per week

- Parklets
 - Mowing Contractor began Operations at all outlying Greenspace Parklets

- Miscellaneous
 - All Basketball Courts have been sealed and line stripped
 - Pickle ball court added to Centre St Playground
 - Constitution Park Signs have had Landscaping Refreshed and updated

**FLEET MAINTENANCE
MONTHLY REPORT
MAY 2024**

DEPARTMENT	REPAIRS
Central Services	0
Community Development	2
DDC	1
Engineering	0
Fire	7
Fleet Maintenance	2
Flood	1
MPA	0
P & R Maintenance	12
Police	35
Public Works	0
Sewer	7
Snow Removal	0
Street Maintenance	33
Water Distribution	15
WFP	0
WWTP	2
In House Fleet Maintenance Projects	14
Scheduled Preventative Maintenance	8
Field Service Calls	9
Total Fleet Maintenance Projects	148
Total Repair Orders Submitted	8
Fleet Maintenance Risk Management Claims	0

**CENTRAL SERVICES
MONTHLY REPORT
MAY 2024**

- **City Hall**: Repaired lights in the City Clerk's office. Changed the lights around the outside of the building to green for Mental Health Awareness month and red for Fallen Fire Fighter Week. Repaired the second floor toilet that was leaking into the Comptroller's office below. Worked on the chiller to keep it running while the new system is being installed. Repaired the light in the City Clerk's office. Walked through with three different HVAC contractors for future projects. Move lights to in front of the elevator door on each floor to pass inspection. Repaired the sink in the IT kitchen. Repaired the light in the HR office.
- **Municipal Service Center**: Looked at installing the new fuel system panel on the salt dome. Walked through with three different HVAC contractor for future projects. Moved all the furniture on the second floor for the floors to be waxed. Ordered all the new floor tile for the first floor office area of the old part of the building. Forklift training.
- **Public Safety Building**: Repaired the VAV's on the second floor police side. Walked through with three different HVAC contractor for future projects. Help with the elevator inspections. Installed an ipad stand in the lobby for the police department. Replaced a condenser fan motor in the chiller.
- **Fire Stations #2**: Maintenance on the garage door. Checked the boiler and oiled the circulating pumps.
- **Downtown Area & Mall**: Moved file cabinets to 400 N Mechanic St CD temp offices. Reinstalled the benches at the train station that were removed for the Christmas tree.
- **Parks**: Repaired the concrete all the way around the pool edge that was broken up and cracked. Install the slide motor and pump for the pool that was at the motor shop being repaired. Got all the pool equipment up and running to open the pool.
- **Traffic and Street Lights**: Reported 12 street lights for the power company to repair. Reset traffic lights in flash at Maryland and Williams, Bridge and Greene that were in flash due to power outages. Repaired the traffic cabinet at QCD and Harrison that was hit again.
- Load tested generators. May 30, 2024
- Monthly Safety Meeting – May 16, 2024
- PM's on all the pumps and motors at PSB, City Hall and MSC

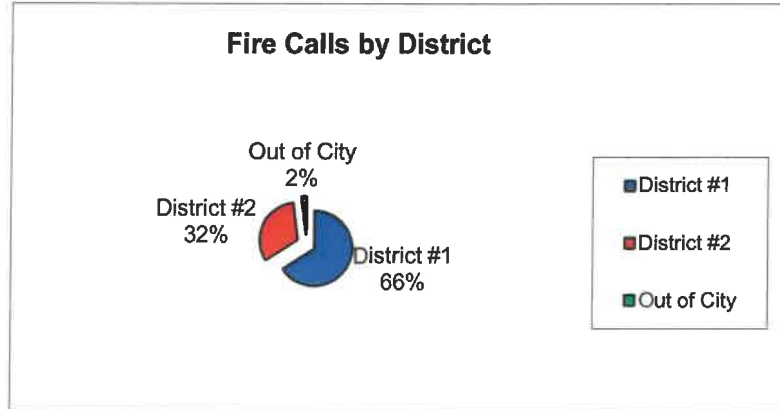
File Attachments for Item:

. Fire Department Monthly Report for May 2024

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

Cumberland Fire Department Responded to 161 Fire Alarms:

Responses by District:	
District #1	106
District #2	52
Out of City	<u>3</u>
	161



Number of Alarms:	
First Alarms Answered:	161

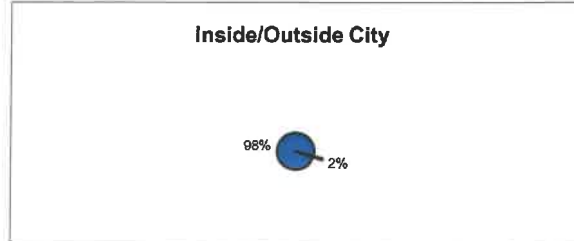
Calls Listed Below:	
Property Use:	
Public Assembly	8
Educational	0
Institutional	5
Basic Industry/Utility	2
Residential	103
Stores and Offices	2
Special Properties	<u>41</u>
	161

Type of Situation:	
Fire or Explosion	6
Overpressure, Rupture	1
Rescue Calls	87
Hazardous Conditions	13
Service Calls	13
Good Intent Calls	20
False Calls	20
Other	<u>1</u>
	161

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in May:	\$0.00
Total Fire Service Fees for Fire Called Billed by Medical Claim-Aid Fiscal Year to Date:	\$17,970.00
Fire Service Fees for Fire Calls Paid in May:	\$786.79
Fiscal Year 2024 Fees Paid in Fiscal Year 2024:	\$2,210.00
All Fire Service Fees for Fire Calls Paid in Fiscal Year 2024:	\$3,870.00
Fire Service Fees for Inspections and Permits Billed in May:	\$500.00
Fire Service Fees for Inspections and Permits Paid in May:	\$150.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$2,650.00

Cumberland Fire Department Responded to 527 Emergency Medical Calls:

In City Calls	518
Out of City Calls	<u>9</u>
Total	527



Total Ambulance Fees Billed by Medical Claim-Aid in May:	\$151,746.29
Ambulance Fees Billed Fiscal Year to Date:	\$11,798,225.18
Ambulance Fees Paid: Revenue received in May:	\$140,127.32
FY2024 Ambulance Fees Paid in FY2024:	\$1,153,120.66
All Ambulance Fees Paid in FY2024: (All ambulance fees, current and previous fiscal years, paid in FY2024.)	\$1,371,283.15

Cumberland Fire Department provided 7 Mutual Aid Calls:
 6 Mutual aid calls within Allegany County
1 Mutual aid calls outside of Allegany County
 7

Allegany County DES	4
Cresaptown VFD	<u>2</u>
	6

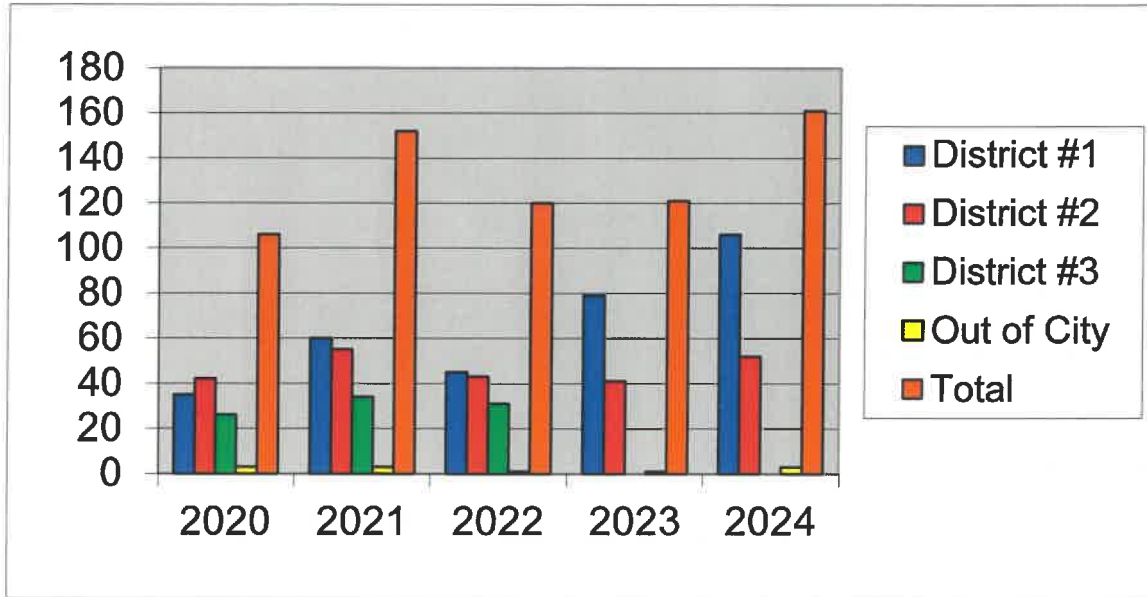
Ridgeley VFD, WV	<u>1</u>
	1

Cumberland Fire Department provided 2 Paramedic Assist Calls:
 1 Paramedic assist calls within Allegany County
1 Paramedic assist calls outside of Allegany County
 2

Allegany County DES	1
Ridgeley VFD, WV	<u>1</u>
	2

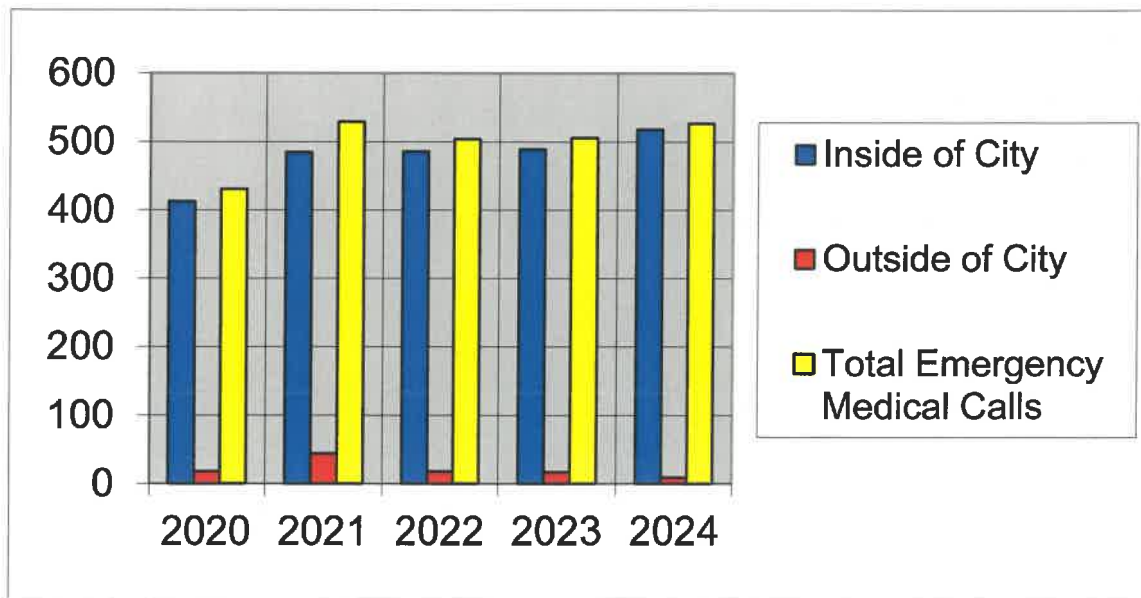
Fire Calls in the Month of May for a Five-Year Period

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
District #1	35	60	45	79	106
District #2	42	55	43	41	52
District #3	26	34	31	0	0
Out of City	<u>3</u>	<u>3</u>	<u>1</u>	<u>1</u>	<u>3</u>
Total	106	152	120	121	161



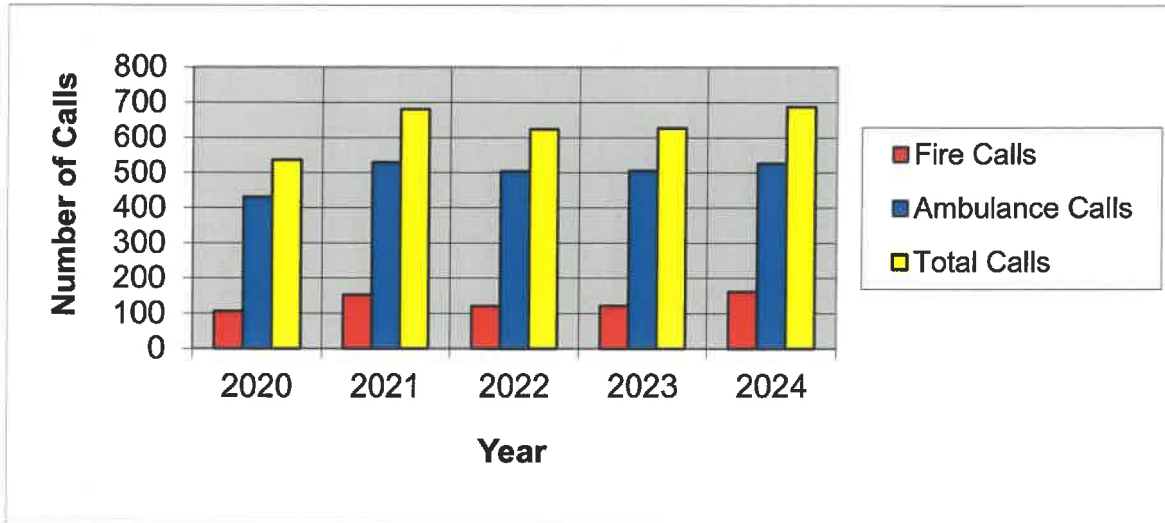
Ambulance Calls in the Month of May for a Five-Year Period

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Inside of City	413	485	486	489	518
Outside of City	<u>18</u>	<u>44</u>	<u>18</u>	<u>17</u>	<u>9</u>
Total Emergency Medical Calls	431	529	504	506	527



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

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Fire Calls	106	152	120	121	161
Ambulance Calls	431	529	504	506	527
Total Calls	537	681	624	627	688



Training

Training Man Hours: 702 man hours 487 course hours

- Driver Training
- Hose Operations
- Ladders
- Annual N95 Fit Testing
- Traction Device
- Highway Incident Safety
- Vehicle Maintenance
- Brief Initial Report/Tactics
- Case Study (12-lead)
- Paramedic Training

Fire Prevention Bureau

Investigations Conducted	0.00
Inspections Performed	14.00
Conferences Held	5.00
Complaints Received	2.00
Correspondence Written	89.00
Plans Reviewed	7.00
Burning Permits	7.00
Public Education	1.00

Personnel

Firefighter/EMT Nathaniel J. Snyder resigned on May 13, 2024.

Firefighter/EMT Matthew J. Rumphrey resigned on May 16, 2024.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

File Attachments for Item:

. Police Department Monthly Report for May 2024



City of Cumberland Department of Police

Monthly Report
May 2024



City of Cumberland Department of Police

Monthly Report

May 2024

Part 1 Crimes for the Month

	2023	2024		2023	2024		2023	2024		2023	2024
Aggravated Assaults	7	5	B & E (All)	10	13	Murder	0	0	Rape	2	0
Robbery	1	3	Theft - Felony	1	1	Theft - Vehicle	2	4			

Selected Criminal Complaints for the Month

	2023	2024		2023	2024		2023	2024		2023	2024
Theft - Misdemeanor	11	35	Theft - Petty	24	3	Domestic Assaults	22	19	CDS	22	27
Disturbances	152	131	DOP/Vandalism	17	23	Indecent Exposure	4	1	Sex Off - Other	8	6
Suicide	0	0	Suicide - Attmpt.	1	1	Tampering M/V	0	0	Abuse - Child	0	4
Trespassing	24	35	Assault on Police	3	1	Assault Other	34	42			

Selected Miscellenous Incidents for the Month

	2023	2024		2023	2024		2023	2024		2023	2024
Alcohol Volations	1	3	Juvenile Compl.	23	25	Missing Persons	5	9	School Resource	173	182
School Threat	1	0	Sex Off. Regist.	5	0	Truancy	0	0	Death Investigation	6	6

Selected Traffic Incidents for the Month

	2023	2024		2023	2024		2023	2024		2023	2024
DWI	12	20	Hit & Run	27	25	M/V Crash	74	69	Traffic Stop	358	337

Selected Service Calls for the Month

	2023	2024		2023	2024		2023	2024		2023	2024
Alarms	32	29	Assist Motorist	19	27	Check Well-Being	125	142	Foot Patrol	100	74
Assist Other Agency	81	92	Bike Patrol	22	25	Special Events	13	9	Suspicious Activity	98	69

Current Incident Status for the Month

	2023	2024		2023	2024		2023	2024		2023	2024
Open	18	104	Arrest	257	219	Closed	2358	1950	Suspended	57	36



City of Cumberland Department of Police

Monthly Report

May 2024

Arrests Totals for the Month

	2023		2024			2023		2024			2023		2024	
M/V Citations	48	59	M/V SERO	1	0	M/V Warnings	331	277	Arrest on View Adult	45	49			
Arrest On Crim. Cit.	25	20	Arrest Summons	36	36	Arrest Warrant Adult	46	41	Adult Crim.	151	149			
Arrest Summon (Chrg)	32	29	Arrest Warrant (Chrg)	16	17	Juvenile Crim.	13	14	Arrest on View Juv	9	13			
Arrest Warrant JUV	0	0	Emer. Petition	42	20	Fingerprinting	3	0	RunAway & Miss Per.	4	12			
Civil Citation	2	1												

Total Incidents Reported : **2023 2024**
2,690 2,309

Chuck Ternent - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

May 2024

SWORN PERSONNEL: 47 SWON OFFICERS

Administration	5 officers
Squad D1	8 officers
Squad N1	8 officers
Squad D2	8 officers
Squad N2	8 officers
C3I/C3IN	5 officers
School Resource	2 officers
CAT Team	2 officers
Academy	1 officer

CIVILIAN EMPLOYEES: 7 full time, 7 part time

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

*=Grant funded

**=Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 1,176.09

COMP TIME USED: 97.66

SICK TIME USED: 125

YEAR TO DATE (beginning 07/01/23): 8,676.47

YEAR TO DATE (beginning 07/01/23): 1,748.29

YEAR TO DATE (beginning 07/01/23): 1,845.25

OVERTIME REPORT

OVERTIME WORKED: 398.25

HOSPITAL SECURITY: 174.5

COURT TIME WORKED: 492

YEAR TO DATE (beginning 07/01/23): 1,864.25

YEAR TO DATE (beginning 07/01/23): 1,366.5

YEAR TO DATE (beginning 07/01/23): 4,425

File Attachments for Item:

. Utilities Division Water/Sewer/Flood Monthly Report for May 2024

Utilities Division Activity Report for May 24 WATER

REQUEST	W/E 5/10/24	W/E 5/17/24	W/E 5/24/24	W/E 5/31/24	MONTHLY TOTALS
Service Technicians					
NON READS	18	33	31	57	139
FINAL READS & DEMOS	2	1		1	4
LEAK INVESTIGATIONS/turn off-on	10	10	14	3	37
METER/STOP INVESTIGATIONS	11	9	7	8	35
REPAIR WIRING/GET READING				2	2
ORANGE TAG FOR REPAIRS		11	1	12	24
RECONNECTS/TURN ONS	33	31	26	17	107
NONPMT/BAD CK/AGREEMENT SHUT OFFS	27	27	29	15	98
SUSPENDED ACCTS - RECHECKS					0
REPLACE/REPAIR METER/LID/VALVE					0
INSTALL COUPLERS/PLUGS/LOCKS					0
NEW METER - Residential	3	2			5
METER FIELD TESTS - Residential					0
METER TESTS - Industrial					0
NEW METER - Industrial	2	1	1	1	5
HYDRANTS FLUSHED					0
PRESSURE CHECK/NO WATER/DIRTY WATER	2	1			3
MOVE METERS OUTSIDE			1		1
SP Change Outs/Repairs/Reactivates/Move	4	4	1	6	15
FREEZE UPS-LEAKS/METERS & LINES					0
CCP - BACKFLOW/RETRO		1	1		2
HYDRANT/IRRIGATION METER			1		0
Total					477
Pipe Technicians					
LINE LOCATOR	148	83	89	59	379
TAPS SERVICED	4	6	1		11
LEAKS REPAIRED	3	1	1		5
HELPED METER TECHS/JFK APTS 4" METER	4				4
LOOKED @ CITY HALL HYDRANT JOB	4				4
HELPED METER TECHS/NSG HOME 4" METER	3				3
SAW CUT FOR CITY HALL HYD INSTALLATION	4				4
BALT ST - PRESSURE TEST FOR BELT	4				4
6" TIE IN TO NEW 12" MAIN FOR EA	3				3
REMOVED HYD - INDUSTRIAL BLVD	4				4
12718 BEDFORD RD - RAISED METER BOX	4				4
PATTERSON AVE - RAISED HYDRANT	4				4
LEAK/692 GEPHART - TURNED OFF	4				4
COLD PATCHED SPRINGDALE	4				4
HAULED SPOILS	4				4
PRESSURE TEST - FINAN CENTER	4				4
CLEANED TOOLS/WORKED ON TAP MACHINE	4				4
INSTALLED VALVE/TIED INTO 4" @CITY HALL	4				4
MOVED HYD - LIBERTY @ FREDERICK	4				4
PUT HYMAX FITTINGS IN INVENTORY		2			2
GREASED HOE/CLEANED TRAILER		2			2
VA AVE - CUT IN 12" VALVE			7		7
PARK POOL - FILLED OLD STAND PIPE			3		3
BALT ST BRIDGE-OFF FOR BELT TO CK LEAK			3		3
13612 FLEETWOOD - WATER SAMPLE/ODOR			3		3
DETROIT DR - EXTENDED CURB BX				2	2
CLEANED SHOP/HAULED SPOILS			2		2
COUNTRY CLUB - POOL			2		2
FURNACE ST NSG HOME/INSTALL 2" SETTER			3		3
CECELIA ST - LEAK INVESTIGATION				6	6
FREDERICK ST - INSTALLED 12" VALVE				4	4
TROST/NE TANK - MADE 1.5" TAP ON 6" LINE				3	3
MARKED ECRs FOR CCP				3	3
WEED/EATED PIPE RACK				3	3
HAULED SCRAP & TRASH				3	3

Watershed

Graded park fill site					
Repairs to 36" air valves on old main					
Removed trees from old 36" main					
Leak investigation - Golden Ln					
Repairs to air valves on Willowbrook Rd					
Hauled clean stone to out fall @ dam					
Hauled shale to park fill site					
Removed trees from Golden Ln & Freedom Ln					
Repaired leak on 36" main - Golden Ln					
Removed trees from mainline & access roads @ Englewood/AC of MD property/Upper Eastman					
Golden Ln - Installed 4" drain tile on 36" main to monitor leak & backfilled					
Freedom Ln - put shale on access road to main line					
Dam - removed fallen trees & burned brush					
Milwaukee Tool demo					
Performed maintenance on saw & CAT					
Completed air valve list					
Riverside - cleaned up rocks & filled holes on water line ditches					
Line locate - 14220 Hazen Rd					
Flushed hyd @ Cumb Country Club					
Riverside - landscaped/seeded/mulched					
Marked water line @ AC of MD					
Trimmed trees & hauled brush - Lake Gordon Rd					
Removed trash on Lake Gordon Rd					
730 Furnace St (All Co Nursing Home) - repaired meter vault/assisted with installing 2" meter/lid/frame on meter pit					
Cleared trees from emergency access rd @ dam					
Line Locate - Naves Crossroad					
Saw cut for 24" valve maintenance @ dam					
Serviced 398 for mowing season					
Mowed field inside fence @ dam					
Mowed along emergency access road @ dam					
Mowed field below spoils pile					
GRAND TOTAL					986

Sanitary Sewer Department Monthly Report



May 2024

Calls Answered:	16
Service Lines Opened:	7
Owner's Trouble:	6
Line Locates/ Mains	163
Flushed Mains	2,580
Mains Repaired/ Replaced	2
Sewer Taps Installed	1
Cleaned Catch Basins	22
Cleanouts Installed	1
Televised Sewer Mains	4640'
Televised Sewer Lines	18 service Lines
Call Outs/ Overtime	6 call outs 20 Hrs
Weekly Check of Overflows, pits, etc....	10

Jeffrie Harden
Supervisor

Flush Truck
Vac-con

Water Usage:		
608	4,800	Gals.
605	3,200	Gals.

Work Performed and House Calls

39 E Offutt Flushing of Lateral in Cleanout

House call-5/15 6 Commander Dr. Resident Issue Needed Plumber

House call-953 Glenwood

44 Memorial Ave Flushed and Cut roots from Lateral to Main

2423 Humbird Roots in Lateral removed thru clean out

200 N Mechanic Basin Replacement

Tap Installed 11 South Lee St

214 Richwood Inspection Of New Construction Build site Possible Tap Install

Lousiana Drive sewer main Struck By Contractor Repaired 4ft-8inch

Basin Cleaning DNA Landscape/Hicks/Harding

House Ca11 205 Springdale, Homeowner needed plumber

Fredrick St. Water main break Basin Rebuild/manhole

Fredrick St and Marshall Flush Stone from Sewer main due to H2o Brk

Vac-con for H2o Dept Cumberland Dam Valve replacement 2hrs

Vac-con Furnace St H2o Dept 6hrs.

Vac-con/Flush West side McMillen Bridge Drain Lines 2hrs.

Flush 953 Glenn St cflushed main and lateral

Vac-con Virginia Valve intall Valve H2o Dept 6hrs

High Velocity 16 Sites Sewer Dept.

Hydro 4 Sites Water Dept.

Vactor Truck callouts: 9

CCTV Camera Truck Callouts:

N. Lee Street Lateral line and sewer main

Maryland Ave/Cecilia Possible sewer leak

209 Green St. Unable to navigate lateral line

1001 Furnance St Lateral line opened, Homeowner needed plumber

Cecillia St Line Locates storm main/No issues

Fredrick St. water main break sewer main inspection

Virginia Ave Water main break, Sewer main inspection

Richwood ave Lateral Line inspection

5/24/2024 Vac-con at Waste Water Plant 5 Hrs.

5/16/2024 CSO Millrace Building wash down

5/8/2024 CSO Vac-con cleaned at N Mechanic & flushed

5/8/2024 CSO Vac-con cleaned at Valley & flushed

5/8/2024 CSO Oldtown Rd Cleaned

(Unable to Clean Walnut due to Hose length)

May 2024 Monthly Reort

Flood Maintenance

Painted Viaduct Floor/Needs Completed

Run Gate Operators

Check Sewage Regulators

Safety Meeting

Test Run Green St Pump

Cleaned debri Big/Small bull pin

Weekly Check of overflows

Brush Cut Levee wall

Pre & Post Storm Inspections

Wash Down CSO Millrace flumme

Began Mowing Cycle

Mowed West and East Ridgley, Moose, And Parkets Narrows

Cleaned and Maintenance of Mowers/Trimmers

Mowed Levee Field 1,2,3,4 (Army Core Contract)

2 Complete Mowing Cycles completed(Bill A.C.E)for 1st Cycle

File Attachments for Item:

1. Approving the Work and Regular Session Minutes from May 21, 2024 and June 4, 2024



Mayor and City Council of Cumberland

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

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

Mayor and City Council of Cumberland

WORK SESSION

2nd Floor Conference Room
Allegany Museum
3 Pershing Street
Cumberland, MD 21502

Tuesday, May 21, 2024, 5:30 p.m.

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

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Michael Scott Cohen, City Solicitor; Bobby Smith, Director of Engineering and Utilities; Chuck Ternent, Chief of Police; Shannon Adams, Fire Chief and Mark Gandolfi, Comptroller

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

I. Smoking on Baltimore Street Discussion

Mr. Silka asked if the City would consider banning smoking on Baltimore Street due to the littering and the amount of time that maintenance is spending cleaning up cigarette butts, mentioning that people are breaking in to the receptacles to get butts out. Mr. Silka asked if the Council members had an interest in looking in to the issue, and Council agreed they are interested.

Mayor Morriss mentioned he thinks it is something we need to take a real serious look at, mentioning that the boardwalk in Ocean City, does not allow smoking. He feels it needs to be Baltimore Street and the parklets.

Councilwoman Marchini referenced the Veteran's Memorial Park right there across from the Creamery that when the planting for the Day of Caring and Sharing happened, it took most of the day to clean up the cigarette butts and 3 days later it was littered again. Chief Ternent remarked about the boundaries that are already in place for skateboarding and asked if they could be used for smoking as well. Mr. Silka responded that at this time the focus would be on Baltimore Street.

Mayor Morriss ended the discussion stating that if that does not fix the issue at hand, expanding to the side streets would be discussed. Starting with specific locations, within the first 50 yards from Mechanic Street and first 50 yards from George Street, where the real issue is.

II. Review of the public meeting agenda of May 21,2024

Mayor Morriss reviewed the agenda.

Mr. Gandolfi discussed the ordinances and mentioned that tonight is the first reading of the six budget ordinances. He highlighted that there have not been any changes since the last budget presentation, so an overview was presented to the Council to bring some of the highlights together. The first reading would be tonight, and the second and third readings would be at the June 4th meeting and then voted on. Mr. Gandolfi went on to mention that these ordinances support the City's budget for Fiscal Year 2025, also establishing water rates, with a 20% increase. The City is also doing a 3.5% COLA for all employees across the board, that will satisfy some of the union agreements.

He also mentioned that Health insurance rates are going up 3.5%, and the City expects to spend ARPA funds in 2025

Mr. Gandolfi continued that this year is turning out very well, and the City is expecting a \$3.3 million surplus ending June 30, 2024 and anticipates in December submitting a consent for future projects. This allows the department to control the unassigned fund balance to try and maintain surpluses and not deficits. Assigned funds are used for revitalization and capital projects and different things that could cause a deficit. The assigned fund balance is something that can be moved by the Comptroller, moved around and can be unassigned if needed. It's not a permanent placement but it does help with managing the bond rating.

Council member Cioni asked if they should anticipate anything coming down the pike, such as a mandate on the city that might have even more effect on the water rates or sewage rates? Mr. Silka responded that our anticipated upgrades to the \$40 million water project are there, and that they are not aware of any.

Bobby Smith further responded that as far as the infrastructure goes, the City is constantly looking at it and trying to find ways to include water line projects in all of their upgrades to try to mitigate and that Council is aware of the projects that the department is looking at. He did mention that they are foreseeing some issues with the sewage department and that will be addressed when the time is right.

Mark Gandolfi further added that the budget does include \$160,000 for water line replacements in-house. The water department has been replacing water lines in different areas and there is money in the budget for improvements. Despite the water rate increase, we are still at a better rate than some of our surrounding areas. That increase will take the City from a \$1.8M cash deficit to a \$450,000 cash deficit. The city is still trying to mitigate the increases to households the best that they can.

Mr. Silka discussed Order No.3, setting a fee of \$1,500 for pool sponsorships, when organizations want to sponsor a free swim day at the pool. Ryan Mackey from the Parks and Recreation department researched past revenue from other free swim days and recommended that the fee be set at \$1,500.

Mr. Silka clarified that it would cover a full day of the pool being opened, and if someone wanted to host an event after hours, we would have to determine labor costs if staff would have to come back in.

Councilwoman Marchini questioned what would happen if a sports team wanted to have a group swim, like an after-season party, and Mr. Silka responded that the fee would be per person. He explained that this sponsorship amount would differ as it would allow admission for everyone during the course of the day.

Councilman Cioni mentioned that he wanted to look in to admission fees for kids that do not have the money to use the pool and any kind of funding that the city may provide for this.

Councilwoman Marchini asked for an explanation of a tolling agreement.

Michael Scott, City Solicitor explained that a tolling agreement means that all deadlines are stopped. You would be able to avoid having to file an answer to a complaint or filing a pleading or suit because it holds the passage of time in standstill for all legal purposes, allowing people time to engage in discussions in an effort to resolve the dispute.

III. Mayor and City Council Updates

Councilmen Frazier updated that the Ed Taylor cemetery organization is hosting a ceremony at the cemetery on Baltimore Ave at 2:00 on Sunday May 26, 2024. And, also made mention of HRDC and the services that they provide for the citizens in the area of all ages, anyone that needs their services they can call 301-777-5970.

Councilwoman Marchini discussed that the Historic Preservation approved the plans for the clock at Hendershot community park as well as the approval of the pollinator garden at Emmanuel Episcopal along with signage, paint color, etc. She reminded that the Tyler Bastian field session in Oldtown is May 31-June 10, 2024 and that the site is believed to be the dwelling of Thomas Cresap, who is one of the most important frontiersmen in Maryland. She also reminded that the Farmer's market is back and that the hours are Thursdays from 9:30-1:00, with music from 10:30-12:30. She mentioned Pepper on a Plate and recommended visiting if you have not yet. She ended with the mention of Delfest happening this coming weekend.

Mayor Morriss discussed the event at the Carver community center on May 18, 2024. A walk through was provided for the public to see the conditions and to talk about the plans moving forward. Because there is a lot of work that needs to be done, an engineering study has been put together to provide an idea of what is truly needed in order to complete the project. City Engineer Bobby Smith did a great job of providing a schedule of how that will happen. Now that funding has been provided from Congressman Trone, we can begin this work and begin making it a true functioning community. Councilman Cioni inquired about the condition of the roof and the City Engineer advised that 2 years ago some spots had been repaired and they seem to be still serving its purpose

Mayor Morriss concluded with a reminder that the rest of the week is Delfest, and for everyone to enjoy their time out there.

Adjourn: 6:18 p.m.



Mayor and City Council of Cumberland

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

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

MINUTES

M&CC Regular Public Meeting
Allegany Museum, 3 Pershing Street

DATE: May 21, 2024

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

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

Also Present: Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk; Chuck Ternent, Chief of Police; Shannon Adams, Fire Chief; Media Representatives

IV. Statement of Closed Meeting

On May 21, 2024, the Mayor and City Council met in closed session at 5:00 p.m. in the Second Floor Conference Room of the Allegany Museum at 3 Pershing Street to discuss Board and Commission appointments and to discuss the evaluation of an appointed official. Authority to close the session is provided by Section 3-305(b)(1)(i) of the General Provisions Article of the Annotated Code of Maryland.

V. Presentations

1. Presentation of awards given in recognition of employee career milestones

Mayor Morriss recognized Deborah Mullan for 26 years of service with the Parks and Recreation department as well as Carol Brown for 35 years of service. Ryan Mackey spoke about Deborah and Carol, stating that the department receives calls often for day

camp applications asking if Deborah or Carol still work there. Carol and Deborah have a had great impact on the youths in the area as well as the department, their time and effort is greatly appreciated by all.

2. Presentation of awards given to Cumberland Fire Department for their efforts in Arch St house fire

Chief Adams spoke about C Crew and their efforts during a house fire and spoke about the obstacles the crew face during emergency situations. Without hesitation the crew went above and beyond to put the fire out. Five people were injured and treated that day and 4 people were sent to the hospital. The Department would like to recognize Darron Winters, Equipment Operator Adam Fazenbaker, who rescued a resident in the rear of the building and quickly got them to treatment. Equipment Operator Jeremiah Hann and Firefighter Thomas prepared the rest of the ladders, while Lieutenant Tim Malone and Fire Fighter Jeff Teter worked together to rescue the third victim. Jeff Teter crawled through the house in search of victims, while Tim Malone successfully secured a victim to the ladder for rescue. We appreciate what they do day in and day out and all of their efforts that day.

VI. Director's Reports

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

(A) Administrative Services

1. Administrative Services Monthly for April 2024

(B) Public Works

1. Maintenance Division Monthly Report for April 2024

(C) Fire

1. Fire Department Monthly Report for April 2024

(D) Police

1. Police Department Monthly Report for April 2024

VII. Public Comments - Agenda Items Only

No Public comments

All public comments are limited to 5 minutes per person

VIII. Unfinished Business

(A) Ordinances

1. **Ordinance 3977** (*2nd and 3rd readings*) - authorizing the transfer of a parcel of real property located at Rear Greene Street, Lots Nos. 33 and 34 of Block 33 of the Cumberland Development Company's Ridgedale Addition, to Betsy and Thomas Harrison for the purchase price of \$600

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

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

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

IX. New Business

(A) Resolutions

1. R2024-02 (*1 reading only*) - granting the Western Maryland Scenic Railroad Corporation, Inc. a property tax credit for the 2024-2025 tax year, as provided for by Section 9-302(b)(4) of the Tax Property Article of the Annotated Code of Maryland

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

(A) Ordinances

1. Ordinance 3978 (*1st reading*) - authorizing the transfer of a parcel of real property located at 461 Goethe Street, to Tyler Thompson for the purchase price of \$100

FIRST READING: The ordinance was submitted in title only for its first reading. Motion to approve the 1st reading and table until the next meeting, was made by Council Member Furstenburg, seconded by Council Member Cioni, and was passed on a vote of 5-0.

2. Ordinance 3979 (*1st reading*) - providing for the annual expenditure appropriation for the FY25 General Fund

FIRST READING: The ordinance was submitted in title only for its first reading. Motion to approve the 1st reading and table until the next meeting, was made by Council

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

3. Ordinance 3980 (*1st reading*) - providing for the annual expenditure appropriation for the FY25 Special Purpose Funds

FIRST READING: The ordinance was submitted in title only for its first reading. Motion to approve the 1st reading and table until the next meeting, was made by Council Member Furstenburg, seconded by Council Member Cioni, and was passed on a vote of 5-0.

4. Ordinance 3981 (*1st reading*) - providing for the annual expenditure appropriation for the FY25 Water Fund

FIRST READING: The ordinance was submitted in title only for its first reading. Motion to approve the 1st reading and table until the next meeting, was made by Council Member Furstenburg, seconded by Council Member Frazier, and was passed on a vote of 5-0.

5. Ordinance 3982 (*1st reading*) - providing for the annual expenditure appropriation for the FY25 Sewer Fund

FIRST READING: The ordinance was submitted in title only for its first reading. Motion to approve the 1st reading and table until the next meeting, was made by Council Member Frazier, seconded by Council Member Furstenburg, and was passed on a vote of 5-0.

6. Ordinance 3983 (*1st reading*) - providing for the City Tax Levy for FY25

FIRST READING: The ordinance was submitted in title only for its first reading. Motion to approve the 1st reading and table until the next meeting, was made by Council Member Furstenburg, seconded by Council Member Marchini, and was passed on a vote of 5-0.

7. Ordinance 3984 (*1st reading*) - providing for an increase in water rates effective July 1, 2024

FIRST READING: The ordinance was submitted in title only for its first reading. Motion to approve the 1st reading and table until the next meeting, was made by Council Member Furstenburg, seconded by Council Member Cioni, and was passed on a vote of 5-0.

(B) Orders (Consent Agenda)

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

1. Order 27,465 - authorizing the execution of a Tolling Agreement with CSX Transportation, Inc. for the purpose of developing a plan for the City to access the CSX Yard in Cumberland, MD to perform Sewer repair work without interfering with CSX's rail operations
2. Order 27,466 - accepting a donation from Renee Mason in the amount of \$5,000.00 for the purpose of upkeep, maintenance and improvements at the Gene Mason Sports Complex
3. Order 27,467 - authorizing a set fee of \$1,500 for any entity wanting to sponsor a Free Swim Day at the Constitution Park Pool
4. Order 27,468 - declaring certain City-owned properties located at 310 Columbia Street, 414 Goethe Street, 308 Cumberland Street and 118 Winton Place to be surplus and authorizing them for sale
5. Order 27,469 - declaring certain fire equipment to be surplus and authorizing it for disposal
6. Order 27,470 - authorizing the execution of Change Order No. 4 to the original contract with Casey Smith, LLC, dba ServicePRO, for the "Residential Grass Mowing Project" (14-22-M) to add/remove properties recently acquired or sold by the City for the increased cost \$780, bringing the new contract value not to exceed \$61,610

XI. Public Comments

Matt Fischer spoke about Cumberland, referencing a quote "you'll never know the value of a home until it becomes a memory". He presented a slideshow of Cumberland in 1939, highlighting when Cumberland was considered the Queen City. Matt came across Cumberland in 2011 on a rafting trip from Ohio Pyle and bought an abandoned house, remodeled it and turned it in to an Airbnb. He explained that he has experienced two sides of Cumberland, the group that is all about the future and the group that thinks it is the worst town and do not like anything about it. As a brand strategist, he believes that Cumberland should be focused on internal branding and communication. Being the CEO of AI Revolution Labs, he helps people reimagine what life would be like with AI. He believes that as Cumberland grows, we need to look at how AI can change the future and pointed out that any jobs that are repetitive can be replaced with AI, whereas jobs that will not be replaced are the ones where you get your hands dirty, he made reference to a robot picking up drywall and stated that we have a good decade before AI can have that in place. Matt addressed the homeless and mental health issues and the addictions that are used to escape those issues that often times lead to crimes, and that AI can provide awareness and early warning signs for those suffering with these issues from the camera on your phone.

He also pointed out that they are focused on Neurodiversity, such as Autism, ADD, Dyslexia and also traditional mental health issues like depression and anxiety which are caused by loneliness. With AI they can determine at a better level which people they can help while adding a connection to mental health, and understanding to Neurodiversity. He concluded that he is here as a supporter of Cumberland and believes it has a bright future and concluded with the quote "You'll never know the value of a moment until it becomes a memory", and this is the moment that AI can be the biggest Ali or it can be what

destroys a town, adding that he is here to help if anyone wants to brainstorm about the future of Cumberland to help rise above.

All public comments are limited to 5 minutes per person

XII. Adjournment

With no further business at hand, the meeting adjourned at 6:55 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____



Mayor and City Council of Cumberland

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

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

Mayor and City Council of Cumberland

WORK SESSION

2nd Floor Conference Room
Allegany Museum
3 Pershing Street
Cumberland, MD 21502

Tuesday, June 4, 2024, 5:30 p.m.

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

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Michael Scott Cohen, City Solicitor; Chuck Ternent, Chief of Police;

Media: Teresa McMinn, Cumberland Times-News

I. DISCUSSION ON HOTEL/MOTEL GRANTS

Mr. Silka began with the hotel/motel grant applications, stating that \$45,000 was budgeted. Mayor Morriss added that groups are asking for waivers for event fees, while at the same time making hotel/motel requests. He stated that hotel/motel money should be considered 1st but both cannot be a consideration, it has to be one or the other.

Mr. Cohen suggested to state in the advertising that applying for a tax waiver for the next year would not be possible.

Mayor Morriss added he thinks it may be best to not have the waivers and apply for the hotel/motel tax instead, that way consistency can be maintained on event projects.

Mr. Silka added that the city has even started requiring insurance for ball tournaments stating that this is a small fee that protects the city. He added that the city has an events committee that works very diligently to see what the true cost is. The coverage is for 8 hours of overtime per dept for an event for \$150, any overtime after that would be charged back to the sponsor. Mayor Morriss adding that if a waiver is done for one group and not all that an issue could arise with organizations complaining. He recommended not doing a waiver but instead to advise the

organization to apply for hotel/motel tax in order to evaluate it through this process rather than establishing a waiver process.

Councilwoman Marchini added the concern of the need for a vehicle to support local tourist organizations and to determine if the use of the hotel/motel tax would be used for heads and beds or if that would be used to fund worthwhile organizations. Councilman Cioni asked if there were guidelines in place for the funds and Mr. Silka responding in the general funds. Mayor Morriss stated that we need to reestablish this process, stating that there are other organizations that apply that are worthy organizations but are not bringing heads to beds adding that establishing a process to show that it is both would be ideal. Mr. Silka adding that a discussion would take place around Christmas time about the use of the funds to improve the city to attract more tourism. Mr. Silka ended the discussing by asking for Council members to turn in their spreadsheets so discussion can be added on the agenda for the next meeting, in order for it to be completed by the time the fiscal year begins. Councilwoman Marchini added that every applicant is worthwhile and is a contributing organization, Mayor Morriss agreeing and stating that is what makes it so hard and why they have the openness when making a decision.

II. REVIEW OF THE PUBLIC MEETING AGENDA OF JUNE 4, 2024

Mayor Morriss reviewed the meeting agenda. Mr. Silka stated that a new order needed to be added to the agenda today for the police department for a 2024 police interceptor that is sitting on the lot and is in the city's budget to purchase. The vehicle is being held until after today's meeting. A motion is needed to add this order to the agenda.

III. MAYOR AND COUNCIL UPDATES

Councilman Cioni updated about Bishop Walsh kids donating their time to do beautification projects and thanking them for their contributions to the city that they have provided for several years now.

Councilman Frazier spoke that he attended the kid's police camp for the CSI presentation and how involved the kids were and mentioned that tomorrow at 9:00 a.m. the equipment would be out for the kids to climb and explore. He also mentioned that he went by Arch St to check on the Teabow progress stating that one building has walls up and the foundation is in place so it is moving along well. He also reminded that Thursday (June 6, 2024) would be Jeff's webinar. Councilman Furstenburg stated he is looking forward to the hosting of the state championship teams, the girls' softball team. Councilwoman Marchini asked for clarification of camp being held at the salvation army and graduation at the FOP, Fraizer confirmed.

Councilman Cioni mentioned that the schedule for Sundays in the Park is out and that on June 9, 2024 Pros from Dover will be performing and on June 16, 2024 will be 40 West at 7:30 p.m. Marchini reminding that they are free and open to the public and that there is an area for kids. Also, Friday after Five starts this Friday (June 7, 2024), featuring Queen City Funk and Soul along with a ribbon cutting ceremony on Saturday morning (June 8, 2024) at 9:30 a.m. in the Rosenbaum building for Madison Paige Boutique. Also, the State of Maryland Archaeological dig in Oldtown is on Saturday (June 8, 2024) as well as a picnic at 4:30 p.m. Marchini went on to

say that Delfest was a big success and that this week the Baltimore street workgroup will meet to plan for the grand reopening and also DDC meets for the organizational meeting as well.

Mayor Morriss added in conclusion that Thursday (June 6, 2024) morning at Canal Place is the Farmers Market and the Levitt Concert Series performing that evening, Friday (June 7, 2024) is the graduation for the Kid's camp and Friday after Five. Saturday (June 8, 2024) ribbon cutting for Madison Paige Boutique in the Rosenbaum building at 9:30 a.m. Museum week starts this week on the 7th. Mayor Morriss shared that there is a great article in Mountain Discoveries that talks about Baltimore Street and the great work being done by Allegany High School students on the history of Baltimore Street, stating that the article goes in to great details about the efforts Brian White and the students have provided in giving a great timeline of Baltimore Street starting in the 1750's, that will open at the museum on the 14th. Cioni concluding there was an hour meeting for those involved in raising money and folks that give to the Community Trust Foundation. The foundation is up to about \$17K of the \$40K total needed to purchase the clock.

IV. ADJOURNMENT

With no further business at hand, the meeting adjourned at 5:47 p.m.
Respectfully Submitted,

Allison K. Layton
City Clerk

Minutes approved on: _____



Mayor and City Council of Cumberland

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

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

MINUTES

M&CC Regular Meeting
57 N. Liberty St.

DATE: June 4, 2024

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

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

Also Present: Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk; Shannon Adams, Fire Chief; Chuck Ternent, Police Chief; Media Representatives

IV. Statement of Closed Meeting

On June 4, 2024, the Mayor and City Council met in closed session at 4:30 p.m. in the Second Floor Conference Room of the Allegany Museum at 3 Pershing Street to discuss the evaluation of an appointed official. Authority to close the session is provided by Section 3-305(b)(1)(i) of the General Provisions Article of the Annotated Code of Maryland.

V. Approval of Minutes

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

1. Approval of the Work and Regular Session Minutes of May 7, 2024

VIII. Public Comments – Agenda Items Only

No Public Comments

All public comments are limited to 5 minutes per person

IX. Motion to add to agenda Order 27,475

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

X. Unfinished Business

(A) Ordinances

1. **Ordinance 3978** (*2nd and 3rd readings*) - - authorizing the transfer of a parcel of real property located at 461 Goethe Street, to Tyler Thompson for the purchase price of \$100

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

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

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

2. **Ordinance 3979** (*2nd and 3rd readings*) - - providing for the annual expenditure appropriation for the FY25 General Fund

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

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

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

3. **Ordinance 3980** (*2nd and 3rd readings*) - providing for the annual expenditure appropriation for the FY25 Special Purpose Funds

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

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

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

4. **Ordinance 3981** (*2nd and 3rd readings*) - providing for the annual expenditure appropriation for the FY25 Water Fund

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

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

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

5. **Ordinance 3982** (*2nd and 3rd readings*) - providing for the annual expenditure appropriation for the FY25 Sewer Fund

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

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

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

6. **Ordinance 3983** (*2nd and 3rd readings*) - providing for the City Tax Levy for FY25

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

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

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

7. **Ordinance 3984** (2nd and 3rd readings) - providing for an increase in water rates effective July 1, 2024

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

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

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

XI. New Business

(B) Orders (Consent Agenda)

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

1. **Order 27,471** - authorizing appointments to the Human Relations Commission, Parks and Recreation Board and Shade Tree Commission
2. **Order 27,472** - accepting the State bid from Hertrich Fleet Services Inc. for one (1) road ready 2023 RAM SSV Crew Cab 4 x 4 vehicle at a cost not to exceed \$42,131
3. **Order 27,473** - accepting the bid from Belt Paving, Inc. to provide mill, patch, and paving work on New Hampshire Avenue, Gleason Street, Church Street, and Massachusetts Avenue (City Project 2024-11-PVG) in the amount not to exceed \$342,070.80
4. **Order 27,474** - accepting the proposal from Gwin, Dobson & Foreman for the final design of the Evitts Creek Phase IV - Interceptor Sewer to Pump Station Contract (City Project 06-08-S), to include site survey, engineering design, permitting and preparation of construction bidding documents, in the not to exceed amount of \$382,500
5. **Order 27,475** - accepting the proposal from Laurel Ford for the purchase of one (1) 2024 Ford Police Interceptor Utility Police Vehicle and Upfit in the not to exceed amount of \$47,280.55

XI. Public Comments

Terri Socha 1822 Bedford St Cumberland, MD 21502 – Ms. Socha spoke to the Council Members and made reference to taxes going up. She moved to Bedford St many years ago and is happy there. She spoke about the issue with people driving too fast on Bedford as well as Frederick St, stating that there are kid's and bikers close to the road. She went on to state that the speed limit on Bedford St is not followed by most drivers.

She drives the speed limit of 25 and has cars tailing her because they want to go faster. The same applies for Fredrick St, when the street widens people drive past going about 45-50 mph instead of the posted speed limit of 25 mph. Ms. Socha is asking the Council to do something because it is a safety issue and she is concerned that someone is going to get hurt. She is concerned about her granddaughters when they come to visit her in August. She continued with a suggestion of an automated speed system that is being used in Washington County. Any car that exceeds the speed limit by 12 mph, the vehicle owner receives a ticket through the mail. She provided documents about the system for Council to review and asked that them to reach out to Washington County for more information.

Mayor Morriss replied thanking Ms. Socha for attending and that the Council will review the documents she provided and review them with the Chief. Councilmen Cioni asked the Chief about Frederick St, Chief Ternent responding that they do have enforcement on streets but they will do more enforcement.

All public comments are limited to 5 minutes per person

XII. Adjournment

With no further business at hand, the meeting adjourned at 6:37 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____

File Attachments for Item:

. Resolution 2024-03 (*one reading only*) - approving an application to the MD Department of Housing and Community Development for DHCD State Revitalization Grant Program 2025 Projects totaling up to \$800,000

City of Cumberland

- Maryland -

RESOLUTION

RESOLUTION NO. R2024-03

Resolution of the Mayor and City Council of Cumberland, Maryland approving the application and receipt of financing for the Department of Housing and Community Development (DHCD) State Revitalization Grant Program Project(s) (the "Project") further described in the DHCD State Revitalization Grant Application ("The Application"), to be financed either directly by the Department of Housing and Community Development (the "Department") of the State of Maryland or through other departments or agencies of the State of Maryland.

WHEREAS, the Mayor and City Council of Cumberland, Maryland recognizes that there is a significant need for reinvestment and revitalization of the communities in Allegany County; and,

WHEREAS, the Department, either through DHCD or through other Programs of the Department, or in cooperation with other State departments or agencies, may provide some or all of the financing for the Project (the "Project Financing") in order to assist in making it financially feasible; and

WHEREAS, the Project is located within a priority funding area under Section 5-7B-02 of the Smart Growth Act and the Project will conform to the local zoning code; and

WHEREAS, the applicable law and regulations require approval of the DHCD Revitalization Program and the Project Financing by the Mayor and City Council of Cumberland, Maryland and, where appropriate, by the chief elected executive official of the local subdivision.

NOW, THEREFORE, BE IT RESOLVED THAT, the Mayor and City Council of Cumberland hereby endorses the Project; and HEREBY approves the request for financial assistance in the form of a grant or loan, up to the amount of \$ 800,000; and

BE IT FURTHER RESOLVED THAT, the chief elected executive official be, and is hereby requested to endorse this Resolution, thereby indicating his approval thereof; and,

BE IT FURTHER RESOLVED THAT, the City Administrator is hereby authorized to execute documents and take any action necessary to carry out the intent of these resolutions; and,

BE IT FURTHER RESOLVED THAT, copies of this Resolution are sent to the Secretary of the Department of Housing and Community Development of the State of Maryland.

Given under our Hands and Seals this 18th day of June, 2024, with the Corporate Seal of the City of Cumberland hereto attached, duly attested by the City Clerk.

Attest:

Mayor and City Council
Of Cumberland

Allison K. Layton
City Clerk

Raymond M. Morriss
Mayor

City of Cumberland
2025 DHCD State Revitalization Grant Program
Project Recommendation List

1.	Roof Replacement Program	\$ 100,000
2.	Central Avenue Gateway Project	400,000
3.	Virginia Avenue Façade Program	200,000
4.	Age in Place Home Modification Program for Seniors	100,000
	Total	\$ 800,000

File Attachments for Item:

. Order 27,476 - approving the 2024 Annual Action Plan projects for the Community Development Block Grant Program

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

ORDER NO. 27,476

DATE: June 18, 2024

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

THAT, the following annual action plan projects for the Community Development Block Grant Program be and are hereby approved, effective June 18, 2024:

Project Name	2024 CDBG
Facilities /Infrastructure Improvements	
Jane Frazier Village Playground	\$40,000.00
Baltimore Street Redesign Ph 5 areas	\$330,000.00
AYEPS Youth Center 3rd 4th Sprinkler Systems	\$24,000.00
Parks and Recreation Improvements	\$159,535.00
Subtotal	\$553,535.00
Administration/Planning	
Administration	\$140,000.00
Subtotal	\$140,000.00
Public Services	
CPD Foot and Bike Patrols	\$4,960.00
ACDSS Emergency Rental Assistance	\$10,000.00
YMCA Gilcrist Food Program	\$8,000.00
ACDSS Emergency Water/Sew/Trash Assistance	\$10,000.00
Abuse Intervention Program	\$24,500.00
SOAR Program (SSI/SSDI Outreach, Access, & Recovery)	\$26,500.00
Subtotal	\$83,960.00
TOTAL PROJECTS	\$777,495.00
Program Income (Projected)	\$0.00
Total Available Allocations	\$777,495.00

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,477 - authorizing the abatement of taxes, interest and water/sewer for the City-owned properties at 208 Virginia Avenue, 513 Fayette Street, 26 Industrial Blvd. and 317 Cecelia Street in the total amount of \$16,022.28

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

ORDER NO. 27,477

DATE: June 18, 2024

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

THAT, the City Comptroller be and is hereby authorized to abate City

Real Property taxes, interest and utilities owed for the following properties and

tax years listed:

Address	Tax Acct. No.	Tax Years	Total Tax Amount	Total Interest	Water/Sewer	Total
208 Virginia Avenue	04-038444	2021-2023	\$809.45	\$339.00	\$0.00	\$1,148.45
513 Fayette Street	06-035868	2021-2023	\$1,244.91	\$518.58	\$0.00	\$1,763.49
26 Industrial Blvd.	04-037359	2015-2023	\$2,709.82	\$2,993.04	\$326.17	\$6,029.03
317 Cecelia Street	22-008854	2014-2023	\$1,982.22	\$2,838.87	\$2,260.22	\$7,081.31
Totals			\$6,746.40	\$6,689.49	\$2,586.39	\$16,022.28

Raymond M. Morriss, Mayor



City of Cumberland
 57 N Liberty Street
 Cumberland, MD 21502

MOON LARRY-SAMANTHA W

12423 SNYDER DR *****
 LAVALE, MD 21502-0

Description & Location: 208-210 VIRGINIA AVE
 208 VIRGINIA AVE
 CUMBERLAND, 21502

Instant Statement for PIDN: 04038444

Current Credit: 0.00

Date: 06/06/2024

Code	Year	Bill#	Date	Date Effective	Normal	Penalty	Interest	Due	Payment	Adj. Type	Adjust	Adj. Date
Real Estate Tax Annual	2021		06/28/2021	01/01/0001	267.34	0.00	176.55	443.89	0.00		0.00	
Real Estate Tax Annual	2022		06/24/2022	01/01/0001	269.82	0.00	113.40	383.22	0.00		0.00	
2023 Real Estate Tax Annual	2023		07/01/2023	01/01/0001	272.29	0.00	49.05	321.34	0.00		0.00	
Totals:								1148.45	0.00			



City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

MILLER TERESA ELIZABETH

513 FAYETTE ST
CUMBERLAND, MD 21502-

Description & Location: 513 FAYETTE ST
513 FAYETTE ST
CUMBERLAND, 21502

Instant Statement for PIDN: 06035868

Current Credit: 0.00

Date: 06/11/2024

Code	Year	Bill#	Date	Date Effective	Normal	Penalty	Interest	Due	Payment	Adj. Type	Adjust	Adj. Date
Real Estate Tax Annual	2021		06/28/2021	01/01/0001	406.14	0.00	267.96	674.10	0.00		0.00	
Real Estate Tax Annual	2022		06/24/2022	01/01/0001	414.97	0.00	174.30	589.27	0.00		0.00	
2023 Real Estate Tax Annual	2023		07/01/2023	01/01/0001	423.80	0.00	76.32	500.12	0.00		0.00	
								Totals:	1763.49	0.00		

1244.91 Tax 518.58 Interest

Total 1763.49

City Taxes Abate 2021-2023

City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

RICHARD JOHN ROBERT
MENCER KAREN LINN
317 CECELIA ST
CUMBERLAND, MD 21502-3123

Description & Location: 317 CECELIA ST
317 CECELIA ST
CUMBERLAND, 21502

Instant Statement for PIDN: 22008854

Current Credit: 0.00

Date: 06/11/2024

Code	Year	Bill#	Date	Date Effective	Normal	Penalty	Interest	Due	Payment	Adj. Type	Adjust	Adj. Date
Real Estate Tax	2014		06/27/2014	01/01/0001	259.69	0.00	607.23	866.92	0.00		0.00	
Real Estate Tax	2015		07/01/2015	01/01/0001	264.84	0.00	556.50	821.34	0.00		0.00	
Real Estate Tax	2016		06/29/2016	01/01/0001	269.99	0.00	502.20	772.19	0.00		0.00	
Real Estate Tax Annual	2017		06/28/2017	01/01/0001	301.96	0.00	489.24	791.20	0.00		0.00	
Real Estate Tax Annual	2018		06/28/2018	01/01/0001	145.15	0.00	200.10	345.25	0.00		0.00	
Real Estate Tax Annual	2019		06/27/2019	01/01/0001	145.15	0.00	165.30	310.45	0.00		0.00	
Real Estate Tax Annual	2020		06/29/2020	01/01/0001	145.15	0.00	130.50	275.65	0.00		0.00	
Real Estate Tax Annual	2021		06/28/2021	01/01/0001	147.62	0.00	97.35	244.97	0.00		0.00	
Real Estate Tax Annual	2022		06/24/2022	01/01/0001	150.10	0.00	63.00	213.10	0.00		0.00	
2023 Real Estate Tax Annual	2023		07/01/2023	01/01/0001	152.57	0.00	27.45	180.02	0.00		0.00	
								Totals:	4821.09	0.00		

1982.22 Tax 2838.87 Int
 City Taxes Abate 2014 - 2023 Total 4821.09



Return To List



SUSPENDED Account 300088000-0



JOHN RICHARD

317 CECELIA ST
CUMBERLAND, MD 21502

Address 2: *****

Tax ID: 22008854

Mobile Phone:

Address Type: Residential Inside

Home Phone:

Email:

Is Rental: No

Active Alerts

- TAX SALE 2024
- TAX SALE 2023
- Tax Sale 2021

Utilities

Edit Account Billing Groups

General Information

Edit

Units: 1

Exclude Billing: No

Exclude Interest: No

Exclude Penalty: No

Exclude Notice: No

Exclude Lien: No

Suspended Action Code: Vacant

Transactions

View More

Date	Type	Due Date	Total	Balance
06/07/2024	Penalty	05/02/2024	12.62	2,260.22
05/03/2024	Penalty (Usage Only)	05/02/2024	12.62	2,247.60
04/11/2024	Bill (Usage Only)	05/02/2024	0.00	2,234.98
04/05/2024	Penalty (Usage Only)	04/04/2024	12.62	2,234.98
03/14/2024	Bill (Usage Only)	04/04/2024	0.00	2,222.36

Balances

View Details

Balance	\$2,260.22
Deposits	0.00
Other	0.00
Water	675.86
Sewer	1,421.41
Trash	117.94
Bay Restoration Fee	45.01

Account Log

View More

Add New

Completed	Scheduled	Type	Comment
05/16/2024		Inactive Bill	Inactive Bill Sent. Amount: 2,247.60
05/02/2024	05/02/2024	TAX SALE	2024 Tax Sale
05/09/2023	05/09/2023	TAX SALE	2023
02/21/2023		Returned Mail	Software was changed which caused the bill...
02/09/2023		Inactive Bill	Inactive Bill Sent. Amount: 2,058.30

Service Orders

View More

Add New

SO #	Entered Date	Task	Status	Completed Date	Scheduled Date	Assignee
249179	02/09/2021 12:00 AM	Billing Investigation	Completed	02/16/2021 12:00 AM	02/09/2021 12:00 AM	TUO Department
213565	11/12/2014 12:00 AM	Converted WO	Completed	11/26/2014 12:00 AM		
213564	01/13/2014 12:00 AM	Converted WO	Completed	01/15/2014 12:00 AM		
213563	10/10/2012 12:00 AM	Converted WO	Completed	10/10/2012 12:00 AM		
213561	02/09/2011 12:00 AM	Converted WO	Completed	02/09/2011 12:00 AM		

Services



Details

View Details Edit

Title: Inside Water Service - Water
Quantity: 1
Amount:
Enabled: Yes

Discounts and Surcharges

View More + Add New

No data found.

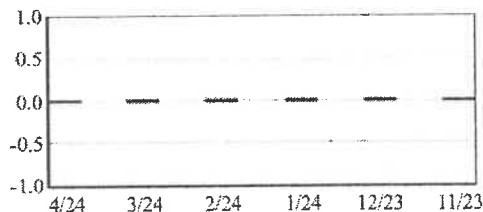
Meters

View More + Add New

Number	Size	Status	Read Date	Reading	Usage	Type	Meter Math Type	Type
09525125	3/4"	Active	04/08/2024	70240	0	Actual	Standard	Standard

Usage

View More



Reading Date	Type	Reading	Usage
04/08/2024	Actual	70240	0
03/11/2024	Actual	70240	0
02/12/2024	Actual	70240	0
01/08/2024	Actual	70240	0
12/11/2023	Actual	70240	0
11/13/2023	Actual	70240	0

Charges

View More + Add New

Title	Total Enabled
Reconnect - Reconnect Charge	50.00 No

Payment Method

NO PAYMENT METHOD

Portal Payments

View More + Add New

No data found.

Payment Plan

Edit

NO PLAN ENABLED

Bill To

View Details Edit

Name: JOHN RICHARD
Attention:
Address: 317 CECELIA ST

CUMBERLAND, MD 21502-3123
Phone:
Portal CID: 127034

Owner

View Details Edit

Name: JOHN H RICHARD
Attention: C/O HERBERT RICHARD
Address: P.O. BOX 251
PAW PAW, WV 25434-0251
Phone:
Portal CID: 127035

Alternate Addresses

View More + Add New

No data found.

Customer Notes

View More + Add New

No data found.



City of Cumberland
 57 N Liberty Street
 Cumberland, MD 21502

DAVIS CATHERINE MARTHA

26 INDUSTRIAL BLVD E
 CUMBERLAND, MD 21502-4107

Description & Location: 26 E INDUSTRIAL BLVD
 26 INDUSTRIAL BLVD
 CUMBERLAND, 21502

Instant Statement for PIDN: 04037359

Current Credit: 0.00

Date: 06/11/2024

Code	Year	Bill#	Date	Date Effective	Normal	Penalty	Interest	Due	Payment	Adj. Type	Adjust	Adj. Date
Real Estate Tax	2015		07/01/2015	01/01/0001	265.49	0.00	557.55	823.04	0.00		0.00	
Real Estate Tax	2016		06/29/2016	01/01/0001	271.28	0.00	504.99	776.27	0.00		0.00	
Real Estate Tax Annual	2017		06/28/2017	01/01/0001	304.08	0.00	492.48	796.56	0.00		0.00	
Real Estate Tax Annual	2018		06/28/2018	01/01/0001	304.08	0.00	419.52	723.60	0.00		0.00	
Real Estate Tax Annual	2019		06/27/2019	01/01/0001	304.08	0.00	346.56	650.64	0.00		0.00	
Real Estate Tax Annual	2020		06/29/2020	01/01/0001	304.08	0.00	273.60	577.68	0.00		0.00	
Real Estate Tax Annual	2021		06/28/2021	01/01/0001	311.49	0.00	205.59	517.08	0.00		0.00	
Real Estate Tax Annual	2022		06/24/2022	01/01/0001	318.91	0.00	133.98	452.89	0.00		0.00	
2023 Real Estate Tax Annual	2023		07/01/2023	01/01/0001	326.33	0.00	58.77	385.10	0.00		0.00	
								Totals:	5702.86	0.00		

2709.82 tax 2993.04 Interest
 City Taxes Abate 2015-2023 Total 5702.86



Return To List



SUSPENDED Account 080003409-0



CATHRINE DAVIS

26 E INDUSTRIAL BLVD
CUMBERLAND, MD 21502

Address 2: *****

Tax ID: 04037359

Mobile Phone:

Address Type: Residential Inside

Home Phone:

Email:

Is Rental: No

Active Alerts

- TAX SALE 2024
- TAX SALE 2022
- Tax Sale 2021

Utilities

Edit Account Billing Groups

General Information

Edit

Units: 1

Exclude Billing: No

Exclude Interest: No

Exclude Penalty: No

Exclude Notice: No

Exclude Lien: No

Suspended Action Code: Vacant

Transactions

View More

Date	Type	Due Date	Total	Balance
06/06/2024	Bill (Usage Only)	06/27/2024	0.00	326.17
05/31/2024	Penalty (Usage Only)	05/30/2024	2.67	326.17
05/09/2024	Bill (Usage Only)	05/30/2024	0.00	323.50
04/26/2024	Penalty (Usage Only)	04/25/2024	2.67	323.50
04/04/2024	Bill (Usage Only)	04/25/2024	0.00	320.83

Balances

View Details

Balance	\$326.17
Deposits	0.00
Other	0.00
Water	69.63
Sewer	203.35
Trash	31.09
Bay Restoration Fee	22.10

Account Log

View More

+ Add New

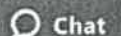
Completed	Scheduled	Type	Comment
05/01/2024	05/01/2024	TAX SALE	2024 Tax Sale
04/04/2023		MISC	Verified Water off EH/dum
03/07/2023		MISC	Verified water off. slw
01/31/2023		MISC	Verified water off. JP/DNM
01/03/2023		MISC	VERIFIED WATER OFF JP/DNM

Service Orders

View More

+ Add New

SO #	Entered Date	Task	Status	Completed Date	Scheduled Date	Assignee
241768	10/04/2018 12:00 AM	Endpoint Changeout	Completed	10/03/2018 12:00 AM		TUO Department
197850	03/10/2017 12:00 AM	Converted WO	Completed	03/23/2017 12:00 AM		
197851	03/07/2017 12:00 AM	Converted WO	Completed	03/08/2017 12:00 AM		
197852	10/03/2016 12:00 AM	Converted WO	Completed	10/18/2016 12:00 AM		
197849	03/03/2015 12:00 AM	Converted WO	Completed	03/06/2015 12:00 AM		



Services

Details View Details Edit

Title: Inside Water Service - Water
Quantity: 1
Amount:
Enabled: Yes

Discounts and Surcharges View More + Add New

No data found.

Meters View More + Add New

Number	Size	Status	Read Date	Reading	Usage	Type	Meter Math Type	Type
82479101	3/4"	Active	06/03/2024	0	0	Actual	Standard	Standard
0072455841	Unknown	Inactive	03/10/2017	11180	240	Meter Out	Standard	Standard

Usage View More

Reading Date	Type	Reading	Usage
06/03/2024	Actual	0	0
05/06/2024	Actual	0	0
04/01/2024	Actual	0	0
03/04/2024	Actual	0	0
02/05/2024	Actual	0	0
01/02/2024	Actual	0	0

Charges View More + Add New

Title	Total Enabled
Reconnect - Reconnect Charge	50.00 No

Payment Method

NO PAYMENT METHOD

Portal Payments View More + Add New

No data found.

Payment Plan Edit

NO PLAN ENABLED

Bill To View Details Edit

Name: CATHRINE DAVIS
Attention:
Address: 26 E INDUSTRIAL BLVD

 CUMBERLAND, MD 21502-4107
Phone:
Portal CID: 121397

Owner View Details Edit

SAME AS BILL TO

Alternate Addresses View More + Add New

No data found.

Customer Notes View More + Add New

No data found.

File Attachments for Item:

. Order 27,478 - declaring equipment to be surplus property and authorized for sale, scrap or disposal

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

ORDER NO. 27,478

DATE: June 18, 2024

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

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

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

Items	Item Description
Tire - 1	CONSTELLATION 19.5L-24 Tire
Tire Set	GOODYEAR 17.5L-24 & RAZORBACK R-4 17.5L-24 Tire
Stihl Trimmers	STIHL TRIMMERS: 2-FS80R
Stihl Trimmer	STIHL TRIMMER: 1-FS56R
Stihl Trimmer	STIHL TRIMMER: 1-FS55R
Stihl Trimmer	STIHL TRIMMER: 1-FS90R
Stihl Trimmer	STIHL TRIMMER: 1-HS80

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,479 - rescinding the bid of Aylene Milanes for surplus equipment "2014 Cub Cadet Tank LZ Commercial" due to non-compliance with bid procedures, and accepting the bid of \$2,525 from Donnelly Bohrer for said equipment

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

ORDER NO. 27,479

DATE: June 18,2024

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

THAT, the bid for a 2014 Cub Cadet Tank LZ Commercial, Bid Item No. 2 from the "2024 Sale of Surplus Equipment on GovDeals" accepted from Aylen Milanes and authorized by Order No. 27,456, be and is hereby rescinded due to non-compliance with bid procedures; and

BE IT FURTHER ORDERED, that the bid of Donelly Bohrer for said equipment be and is hereby accepted:

Bid Item No.	Unit #	Make	Bidder	Bid Amount
2	Cadet 1	2014 Cub Cadet Tank LZ Commercial	Donelly Bohrer	\$ 2,525.00

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,480 - accepting the proposal from Cleveland Brothers CAT, for the purchase of one new Caterpillar 246D3 Skid Steer Loader in the total amount not to exceed \$46,520, in accordance with City Code Sec 2-171 (c) relating to to purchasing cooperatives and piggyback contracts

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

ORDER NO. 27,480

DATE: June 18, 2024

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

THAT, the proposal from Cleveland Brothers CAT, 4565 William Penn Hwy, Murrysville, PA 15668, for the purchase of one (1) new Caterpillar 246D3 Skid Steer Loader, in the not to exceed amount of Forty Six Thousand Five Hundred Twenty Dollars No Cents (\$46,520.00), be and is hereby approved; and

BE IT FURTHER ORDERED THAT, this sole source 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: 001.056.64000

Council Agenda Summary

Meeting Date: June, 18 2024

Key Staff Contact: Brian Broadwater

Item Title:

Order Accepting the purchase of One New Caterpillar 246D3 Skid Steer Loader from Cleveland Brothers CAT, 4565 William Penn Hwy, Murrysville, PA 15668 for an amount not to exceed \$46,520.00.

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

Requesting an order to accept the purchase of One New Caterpillar 246D3 Skid Steer Loader from Cleveland Brothers CAT for an amount not to exceed \$46,520.00. This price includes a trade in of \$19,000 for our 2019 Bobcat S450 Skid Steer. Cleveland Brothers is offering Sourcewell 011723CAT pricing which is in accordance with the City Code Sec. 2-171 (c) - Purchasing cooperatives, state and local government contracts (Piggybacking Contracts).

Amount of Award:

\$46,520.00

Budget number:

001.056.64000 (Street) - \$46,520.00

Grant, bond, etc. reference:

N/A



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

DATE: May 29, 2024

ATTENTION:

ONE (1) NEW CATERPILLAR 246D3 HF 246D3 SKID STEER LOADER S/N N/A

Meets U.S. EPA Tier 4 Final emission standards
TIRES, 12/16.5 CAT 10PR
HEATER, ENGINE COOLANT, 120V
COUNTERWEIGHT,MACHINE,EXTERNAL
REAR LIGHTS
DOOR, CAB, POLYCARBONATE
SEAT BELT, 2"
RIDE CONTROL
CERTIFICATION ARR, P65
BATTERY,EXTRA HEAVY DUTY, DISC
CAB PACKAGE, ULTRA
BUCKET-GP, 74", BOCE

PRODUCT LINK, CELLULAR PL243
HYDRAULICS, PERFORMANCE, (H3)
CONTROL, ISO, PROP, WT
POWERTRAIN, TWO SPEED
LIGHTS, LED
ROPS, ENCLOSED WITH A/C (C3)
DISPLAY, ADVANCED, LCD, CAMERA
FAN, COOLING, DEMAND
QUICK COUPLER, HYDRAULIC
SEAT,AIR SUSPENSION,CLOTH,HEAT
STANDARD RADIO(12V),BLUETOOTH
CARRIAGE, 46", FORKS, 48", SSL

Selling Price: **\$65,520.00**

Warranty:

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

Trades:

Model	Serial Number	Amount
2019 KUBOTA MANUFACTURING OF AMERICA S450	AUVB14766	\$19,000.00
Total Trades:		\$19,000.00

Finance Summary:

Selling Price	\$65,520.00
Total Trades	(\$19,000.00)
Net Selling Price	\$46,520.00

Remarks: AVAILABLE UNDER SOURCEWELL AGREEMENT 011723CAT

THE FOREGOING QUOTATION IS EFFECTIVE FOR 30 DAYS.

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

BY: Jason N Harper QN: S000204660

DELIVERY: **LEAD TIME:** To be determined at the time of order

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



Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Funding Approvals for Equipment

3 messages

Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Wed, Jun 12, 2024 at 11:42 AM

To: Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Cc: Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Devin Burke <devin.burke@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>

Mark,

Hope all is well. I am wanting to verify that funding is available to order the following pieces of equipment for the Street Department.

1. New Caterpillar Weiler P385C Asphalt Paver - \$267,390.00 - Cleveland Brothers
2. New Leeboy L300 Tack Tank - \$24,955.40 - Stephenson Equipment
3. New Caterpillar 246D3 Skid Steer - \$46,520.00 - Cleveland Brothers
4. New Bomag Asphalt Roller - \$60,279.00 - Stephenson Equipment

These are all being purchased through Sourcewell Contracts, which is in accordance with the City Code Sec. 2-171 (c) - purchasing cooperatives, state and local government contracts (Piggybacking Contracts).

Please let me know if you have any questions.

Thanks,
Brian

David Brian Broadwater Jr*Fleet Manager*

City of Cumberland, MD

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

215 Bowen St. | Cumberland, MD 21502

**Cumberland**
*Maryland***Mark Gandolfi** <mark.gandolfi@cumberlandmd.gov>

Wed, Jun 12, 2024 at 12:38 PM

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Cc: Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Devin Burke <devin.burke@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>

Please proceed. Let me know when they arrive.

Kind regards,

Mark

[Quoted text hidden]

Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Wed, Jun 12, 2024 at 1:44 PM

To: Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Cc: Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Devin Burke <devin.burke@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>

Will do. Thanks.

[Quoted text hidden]

File Attachments for Item:

. Order 27,481 - accepting the proposal from Cleveland Brothers CAT, to purchase one new Caterpillar Weiler P385C Asphalt Paver in the total amount not to exceed \$267,390, in accordance with City Code Sec 2-171 (c) relating to to purchasing cooperatives and piggyback contracts

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

ORDER NO. 27,481

DATE: June 18, 2024

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

THAT, the proposal from Cleveland Brothers CAT, 4565 William Penn Hwy, Murrysville, PA 15668, for the purchase of one (1) new Caterpillar Weiler P385C Asphalt Paver, in the not to exceed amount of Two Hundred Sixty Seven Thousand Three Hundred Ninety Dollars and No Cents (\$267,390.00), be and is hereby approved; and

BE IT FURTHER ORDERED THAT, this sole source 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: 001.056.64000

Council Agenda Summary

Meeting Date: June, 18 2024

Key Staff Contact: Brian Broadwater

Item Title:

Order Accepting the purchase of One New Caterpillar Weiler P385C Asphalt Paver from Cleveland Brothers CAT, 4565 William Penn Hwy, Murrysville, PA 15668 for an amount not to exceed \$267,390.00.

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

Requesting an order to accept the purchase of One New Caterpillar Weiler P385C Asphalt Paver from Cleveland Brothers CAT for an amount not to exceed \$267,390.00. Cleveland Brothers is offering Sourcewell 011723CAT pricing which is in accordance with the City Code Sec. 2-171 (c) - Purchasing cooperatives, state and local government contracts (Piggybacking Contracts).

Amount of Award:

\$267,390.00

Budget number:

001.056.64000 (Street) - \$267,390.00

Grant, bond, etc. reference:

N/A



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

DATE: June 10, 2024

ATTENTION:

ONE (1) NEW CATERPILLAR WEILER P385C ASPHALT PAVER S/N N/A

Cat@3.6 Tier 4F/StV, 120 HP Engine 140 mm Track Group
 w/ 14" Poly Pads Adjustable, Oscillating Push Rollers with
 Adjustable Scrapers Paver Pause Function, Grade and
 Slope Prep Group Spray Down w/ Separate Tank and 3
 Spray Hoses Dual Operator's Stations w/ One Seat
 Steering Wheel Control Group LED Work Lights (9) and
 Strobe Light
 SECOND STEERING INDICATOR GROUP
 ADDTL SCREED MTD CONTROL PANEL
 SCREED W/ ELEC THERMO CONTR HEAT

SCREED EXT HEIGHT ADJUSTMENT
 POWER HYDRAULIC SLOPE GROUP
 12" INTEGRATED HYDRAULIC BERM
 ENGLISH LANGUAGE & DECAL GROUP

Selling Price: **\$259,800.00**

Warranty:
 48 MONTHS/2000 HOURS POWERTRAIN/HYDRAULICS/TECH WARRANTY \$7,590.00
 12 MONTHS/1000 HOUR STANDARD FACTORY WARRANTY INCLUDES 6 MONTHS OF
 TT&M

Optional - Add these attachments:		Selling Price
MOBA-MATIC II DUAL GRADE AND SLOPE	(Order)	\$23,781.00
BLACK PAINT	(Order)	\$4,962.00

Finance Summary:		
Selling Price		\$259,800.00
Added Warranties		\$7,590.00
Net Selling Price		\$267,390.00

Remarks: AVAILABLE UNDER SOURCEWELL AGREEMENT 011723CAT

THE FOREGOING QUOTATION IS EFFECTIVE FOR 30 DAYS.

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

BY: Jason N Harper QN: S000202319

DELIVERY: **LEAD TIME:** To be determined at the time of order

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

CONSTRUCTION EQUIPMENT TERMS AND CONDITIONS

MANUFACTURER'S WARRANTY

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

USED PRODUCTS

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

CLEVELAND BROTHERS' WARRANTIES

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

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

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

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

DISCLAIMER OF OTHER WARRANTIES

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

SAFETY AND HEALTH STANDARDS

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

DISCLAIMER OF TORT LIABILITY

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

EXCLUSIVE REMEDY AND EXCLUSION OF CONSEQUENTIAL DAMAGES

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

CUSTOMER'S RESPONSIBILITIES

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

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

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

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

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

OTHER TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

Customer: _____

By: _____ Date: _____

Title: _____

Manager's Signature: _____



Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Funding Approvals for Equipment

3 messages

Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Wed, Jun 12, 2024 at 11:42 AM

To: Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Cc: Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Devin Burke <devin.burke@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>

Mark,

Hope all is well. I am wanting to verify that funding is available to order the following pieces of equipment for the Street Department.

1. New Caterpillar Weiler P385C Asphalt Paver - \$267,390.00 - Cleveland Brothers
2. New Leeboy L300 Tack Tank - \$24,955.40 - Stephenson Equipment
3. New Caterpillar 246D3 Skid Steer - \$46,520.00 - Cleveland Brothers
4. New Bomag Asphalt Roller - \$60,279.00 - Stephenson Equipment

These are all being purchased through Sourcewell Contracts, which is in accordance with the City Code Sec. 2-171 (c) - purchasing cooperatives, state and local government contracts (Piggybacking Contracts).

Please let me know if you have any questions.

Thanks,
Brian

David Brian Broadwater Jr*Fleet Manager*

City of Cumberland, MD

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

215 Bowen St. | Cumberland, MD 21502

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*Maryland***Mark Gandolfi** <mark.gandolfi@cumberlandmd.gov>

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Cc: Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Devin Burke <devin.burke@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>

Will do. Thanks.

[Quoted text hidden]

File Attachments for Item:

. Order 27,482 - accepting the proposal from Stephenson Equipment for the purchase of one new LeeBoy L300 Trailer Mounted Tack Tank in the total amount not to exceed \$24,955.40, in accordance with City Code Sec 2-171 (c) relating to to purchasing cooperatives and piggyback contracts

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

ORDER NO. 27,482

DATE: June 18, 2024

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

THAT, the proposal from Stephenson Equipment, 2350 Munster Road, Lily, PA 15946 to supply one (1) New LeeBoy L300 Trailer Mounted Tack Tank in the total amount not to exceed Twenty Four Thousand Nine Hundred Fifty Five Dollars and Forty Cents (\$24,955.40) is hereby accepted; and

BE IT FURTHER ORDERED THAT, this sole source 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: 001.056.64000

Council Agenda Summary

Meeting Date: June, 18 2024

Key Staff Contact: Brian Broadwater

Item Title:

Order Accepting the purchase of One New LeeBoy L300 Trailer Mounted Tack Tank from Stephenson Equipment, 2350 Munster Road, Lily, PA 15946 for an amount not to exceed \$24,955.40.

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

Requesting an order to accept the purchase of One New LeeBoy L300 Trailer Mounted Tack Tank from Stephenson Equipment for an amount not to exceed \$24,955.40. Stephenson Equipment is offering Sourcewell #060122 pricing which is in accordance with the City Code Sec. 2-171 (c) - Purchasing cooperatives, state and local government contracts (Piggybacking Contracts).

Amount of Award:

\$24,955.40

Budget number:

001.056.64000 (Street) - \$24,955.40

Grant, bond, etc. reference:

N/A



**WALSH TRUCK
EQUIPMENT** a brand of

**SEI STEPHENSON
EQUIPMENT, INC.**

Pennsylvania Locations: Harrisburg, PA (*Corporate Headquarters*)
Butler, PA • Ebensburg, PA • Philadelphia, PA • Pittsburgh, PA • Wilkes-Barre, PA

New York Locations:
Albany, NY • Syracuse, NY

Maryland Location:
Aberdeen, MD (*Service Only*)

Ebensburg, PA Location: 2350 Munster Road • Lilly, PA 15946 • Phone: 814-886-5191 • Toll Free: 888-806-0643 • Fax: 814-886-5360

City of Cumberland

5/17/24

Sourcewell Contract # 060122

NEW LeeBoy L300 Trailer Mounted Tack Tank
Capacity 300 Gallon
Material Type: Multi
4.8 H.P. Honda Gas Engine w/ Electric Start
Propane Burner
300,000 BTU
40 lb. propane Tank
12 Ft. spray bar pattern
7 Gallon Flush tank with reverse suction valve
2 Year Warranty

List Price:	\$26,506.00
Sourcewell Price:	\$23,855.40
Freight In:	+ \$1,100.00
Delivery to City Garage:	No Charge
Total Sale Price:	\$24,955.40

Thank you for the opportunity to quote this piece of LeeBoy asphalt equipment.

Sincerely,

Wes Hyde
724-679-1450

Machine availability and pricing subject to change, Quote valid for 30 days



Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Funding Approvals for Equipment

3 messages

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Wed, Jun 12, 2024 at 11:42 AM

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These are all being purchased through Sourcewell Contracts, which is in accordance with the City Code Sec. 2-171 (c) - purchasing cooperatives, state and local government contracts (Piggybacking Contracts).

Please let me know if you have any questions.

Thanks,
Brian

David Brian Broadwater Jr*Fleet Manager*

City of Cumberland, MD

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

215 Bowen St. | Cumberland, MD 21502

**Cumberland**
*Maryland***Mark Gandolfi** <mark.gandolfi@cumberlandmd.gov>

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Please proceed. Let me know when they arrive.

Kind regards,

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Wed, Jun 12, 2024 at 1:44 PM

To: Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Cc: Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Devin Burke <devin.burke@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>

Will do. Thanks.

[Quoted text hidden]

File Attachments for Item:

. Order 27,483 - accepting the proposal from Stephenson Equipment for the purchase of one new Bomag BW120AD5 Asphalt Roller in the total amount not to exceed \$60,279, in accordance with City Code Sec 2-171 (c) relating to purchasing cooperatives and piggyback contracts

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

ORDER NO. 27,483

DATE: June 18, 2024

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

THAT, the proposal from Stephenson Equipment, 2350 Munster Road, Lily, PA 15946 to supply one (1) New Bomag BW120AD5 Asphalt Roller in the total amount not to exceed Sixty Thousand Two Hundred Seventy Nine Dollars and No Cents (\$60,279) is hereby accepted; and

BE IT FURTHER ORDERED THAT, this sole source 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: 001.056.64000

Council Agenda Summary

Meeting Date: June, 18 2024

Key Staff Contact: Brian Broadwater

Item Title:

Order Accepting the purchase of One New Bomag BW120AD5 Asphalt Roller from Stephenson Equipment, 2350 Munster Road, Lily, PA 15946 for an amount not to exceed \$60,279.00.

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

Requesting an order to accept the purchase of One New Bomag BW120AD5 Asphalt Roller from Stephenson Equipment for an amount not to exceed \$60,279.00. Stephenson Equipment is offering Sourcewell #060122-BA pricing which is in accordance with the City Code Sec. 2-171 (c) - Purchasing cooperatives, state and local government contracts (Piggybacking Contracts).

Amount of Award:

\$60,279.00

Budget number:

001.056.64000 (Street) - \$60,279.00

Grant, bond, etc. reference:

N/A



**WALSH TRUCK
EQUIPMENT** a brand of

**SEI STEPHENSON
EQUIPMENT, INC.**

Pennsylvania Locations: Harrisburg, PA (*Corporate Headquarters*)
Butler, PA • Ebensburg, PA • Philadelphia, PA • Pittsburgh, PA • Wilkes-Barre, PA

New York Locations:
Albany, NY • Syracuse, NY

Maryland Location:
Aberdeen, MD (*Service Only*)

Ebensburg, PA Location: 2350 Munster Road • Lilly, PA 15946 • Phone: 814-886-5191 • Toll Free: 888-806-0643 • Fax: 814-886-5360

City of Cumberland

5/17/24

Sourcewell Contract #06122-BA

NEW Bomag BW120AD5

- Operating weight 6,261 lbs.
- 47.2" Smooth drum tandem dual vibratory asphalt roller
- Pressure sprinkler system w/ Interval switch
- 2 Scrapers per drum (spring loaded and tiltable)
- Kubota water-cooled diesel engine 33 H.P. tier 4 final
- Lateral sliding and adjustable operator's seat
- Double driving multi-function levers
- Hydrostatic drive on both drums w/ oscillating center joint
- Individual vibration control
- Intelligent vibration control
- Stowage compartment
- Electronic fuel gauge
- Lockable dash cover, corrosion free pressurized water system
- Back up alarm, ROPS/FOPS and seat belt
- Emergency stop
- Working lights (front and rear), ROPS hinged
- ***Economizer option (real time compaction meter)
- ***Mat temperature indicator
- 1 Year Warranty

List Price:	\$81,090.00
Sourcewell Price:	\$57,979.00
Freight In:	+ \$1,300.00
Delivery to City Gargage:	+ \$1,000.00
Total Sale Price:	\$60,279.00

Thank you for the opportunity to quote this piece of Bomag compaction equipment.

Sincerely,

Wes Hyde
724-679-1450

Machine availability and pricing subject to change, Quote valid for 30 days



Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Funding Approvals for Equipment

3 messages

Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Wed, Jun 12, 2024 at 11:42 AM

To: Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Cc: Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Devin Burke <devin.burke@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>

Mark,

Hope all is well. I am wanting to verify that funding is available to order the following pieces of equipment for the Street Department.

1. New Caterpillar Weiler P385C Asphalt Paver - \$267,390.00 - Cleveland Brothers
2. New Leeboy L300 Tack Tank - \$24,955.40 - Stephenson Equipment
3. New Caterpillar 246D3 Skid Steer - \$46,520.00 - Cleveland Brothers
4. New Bomag Asphalt Roller - \$60,279.00 - Stephenson Equipment

These are all being purchased through Sourcewell Contracts, which is in accordance with the City Code Sec. 2-171 (c) - purchasing cooperatives, state and local government contracts (Piggybacking Contracts).

Please let me know if you have any questions.

Thanks,
Brian

David Brian Broadwater Jr*Fleet Manager*

City of Cumberland, MD

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

215 Bowen St. | Cumberland, MD 21502

**Cumberland**
*Maryland***Mark Gandolfi** <mark.gandolfi@cumberlandmd.gov>

Wed, Jun 12, 2024 at 12:38 PM

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

Cc: Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Devin Burke <devin.burke@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>

Please proceed. Let me know when they arrive.

Kind regards,

Mark

[Quoted text hidden]

Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Wed, Jun 12, 2024 at 1:44 PM

To: Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Cc: Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Devin Burke <devin.burke@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>

Will do. Thanks.

[Quoted text hidden]

File Attachments for Item:

. Order 27,484 - authorizing the execution of an Encroachment Agreement by and between the Mayor and City Council of Cumberland and Thomas J. and Lori M. Cehlarik for the purpose of installation, maintenance, repair and replacement of a chair lift at their residence

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

ORDER NO. 27,484

DATE: June 18, 2024

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

THAT, the Mayor be and is hereby authorized to execute an Encroachment Agreement by and between the Mayor and City Council of Cumberland and Thomas J. and Lori M. Cehlarik for the purpose of installation, maintenance, repair and replacement of a chair lift at their residence, the location which is shown on the plat attached.

Raymond M. Morriss, Mayor

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (“Agreement”) is made this ____ day of June, 2024, by and between Mayor and City Council of Cumberland (the “City”), a Maryland municipal corporation, and Thomas J. Cehlarik and Lori M. Cehlarik (the “Owners”).

RECITALS:

WHEREAS, the Owners are the record title holders of that certain parcel of property and the improvements thereon located at 506 Boyd Avenue Cumberland, MD 21502 (the “Property”), which Property is more particularly described in the deed from Rayma Jean Shreve to the Owners dated August 21, 1996 and recorded among the Land Records of Allegany County, Maryland in Deed Liber 640, folio 626;

WHEREAS, the Owners have requested an encroachment (the “Encroachment”) into the right of way of Boyd Avenue as shown on the drawing attached hereto and incorporated by reference herein as Exhibit A, for the purpose of the installation, maintenance, repair, and replacement of a chair lift; and

WHEREAS, the City has agreed to grant the Owners the Encroachment subject to the terms and conditions set forth below.

WITNESSETH:

NOW THEREFORE, 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 City and the Owners hereby agree as follows:

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

2. **Grant of License.** The City hereby licenses and permits the Owners to utilize the Encroachment for the purposes set forth in the Recitals above, but only within the area of the Encroachment as shown on Exhibit A. It is understood that the Encroachment is hereby deemed to be by license only and is not to be considered a conveyance or permanent grant of an easement in the area encroached upon. The grant of the said license confers no right, title or interest in and to the City’s property other than the right to use the Encroachment subject to the terms and conditions of this Agreement.

3. **Duration.** It is understood and agreed that the license for the Encroachment herein granted is temporary in nature. The City may terminate this Agreement at any time and for any reason or no reason at all. In the event the City terminates this Agreement, the Owners, at their sole cost and expense, shall remove all improvements they installed in the area of the Encroachment subsequent to the date of this Agreement, and they shall return

the area of the Encroachment to the City in good repair and condition and in compliance with applicable laws and regulations. Said removal and restoration shall be effected no later than sixty (60) days from the date of the City's demand therefor. In the event the Owners fails to effect the removal of the Encroachment and the restoration of the Property in the manner and within the time frame aforesaid, the City may effect the said removal and/or restoration, and the Owners shall indemnify the City for the costs it incurs in doing so.

4. **Construction.** Any and all bearings and/or structures erected upon or in the area of the Encroachment by or on behalf of the Owners shall be supported by their own foundations and shall not rely on existing conditions or structures located within the right-of-way. Any construction within the area of the Encroachment shall be undertaken, completed and at all times maintained by the Owners in a good and/or workmanlike manner, using sound construction, engineering and/or maintenance techniques and practices. To the extent that any permits are required for the construction or improvement to the area of the Encroachment, the Owners shall apply for and obtain them at their sole cost and expense. This Agreement shall not be deemed to constitute such a permit or an application therefor.

5. **Indemnification; Insurance.**

5.1. **Indemnification.** The Owners, for themselves and on behalf of all future owners of the Property, hereby agree to indemnify and hold the City harmless from and against any and all liabilities, damages, claims, costs and expenses, including, but not limited to, attorneys' fees, court costs and litigation expenses, which may be imposed upon or asserted against the City arising from or in any way associated with the Encroachment, the Owner's breach of the terms of this Agreement and/or any acts or omissions occurring within or related to the area in which the Encroachment is located.

5.2. **Insurance.** The Owner shall maintain homeowners'/hazard insurance policies covering the Encroachment area for the greater of (i) \$1,000,000.00 per claim and in the aggregate or (ii) the amount of coverage provided by existing policies. The policies shall name the City as an additional insured and shall require that they provide the City with no less than thirty (30) days' notice of their cancellation or non-renewal or as much notice as the insurers will provide, whichever is less.

6. **Agreement Runs with Land.** This Agreement shall be binding upon the Owners and their personal representatives, heirs, and assigns. This Agreement will run with the title to the Property and will forever benefit the City and bind the Owners and all future owners of the Property, including, without limitation, their respective personal representatives, heirs, successors and assigns.

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

8. **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. 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.

9. **Waiver.** The City's indulgence with respect to any of the terms and conditions of this Agreement or its failure to exercise any of its rights thereunder shall not constitute a waiver thereof, and the Owner shall remain liable and responsible for the strict performance of such terms and conditions.

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

11. **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.

12. **Jury Trial Waiver.** **THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OF THEM MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT. 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.**

13. **Recording Costs/Taxes.** The City reserves the right to record this Agreement among the Land Records of Allegany County, Maryland. The Owner shall bear the costs of recordation, if any.

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. Morris, Mayor

Allison Layton

Thomas J. Cehlarik (SEAL)
Thomas J. Cehlarik

Allison Layton

Lori M. Cehlarik (SEAL)
Lori M. Cehlarik

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

I HEREBY CERTIFY, that on this _____ day of _____, 2024, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morris**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said municipal corporation and that he is duly authorized by it to make this acknowledgment..

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

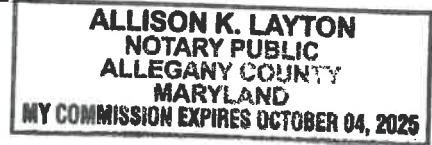
STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 12th day of June, 2024, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Thomas J. Cehlarik**, known to me or satisfactorily identified to be the person(s) whose name(s) is subscribed to the within instrument, and did acknowledge that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Allison K Layton
NOTARY PUBLIC

My Commission Expires: 10/4/2025



STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 12th day of June, 2024, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Lori M. Cehlarik**, known to me or satisfactorily identified to be the person(s) whose name(s) is subscribed to the within instrument, and did acknowledge that she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Allison K Layton
NOTARY PUBLIC
ALLISON K. LAYTON
NOTARY PUBLIC
ALLEGANY COUNTY
MARYLAND
MY COMMISSION EXPIRES OCTOBER 04, 2025

My Commission Expires: 10/4/2025

Attorney Certification

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



Encroachment
Area - 2' x 4'

File Attachments for Item:

. Order 27,485 - authorizing the sole source renewal of the LOGOS.net Finance/HR system support and maintenance contract for a one year term at a cost not to exceed \$56,838.52

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

ORDER NO. 27,485

DATE: June 18, 2024

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

THAT, the renewal proposal from Tyler Technologies, Inc., 840 West Long Lake Road, Troy, Michigan 48098, to provide maintenance and support services pertaining to their current contract regarding the Logos.NET Finance/HR system, for one (1) additional year through June 30, 2025, be and is hereby accepted for the amount not to exceed Fifty Six Thousand Eight Hundred Thirty Eight Dollars and Fifty Two Cents (\$56,838.52); and

BE IT FURTHER ORDERED, that the contract shall renew automatically each year for one (1) year terms unless terminated by either party in accordance with the terms of the agreement.

Raymond M. Morriss, Mayor

Budget: 001.033.48200

Council Agenda Summary

Meeting Date: ?

Key Staff Contact: Johnna Byers, Director IT

Item Title:

Logos.NET Finance/HR support one year extension 2024-2025

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

For 8 years, the city was in a contract with Tyler/New World for support and maintenance on the Logos.NET Finance/HR system. That contract expired June 30, 2022. The past two years, with Mayor and Council approval, we entered a one year extension so that we still have support and maintenance on the product. We can renew this contract each year unless we decide to terminate. IT recommends renewing the contract this year.

It is vital to have support and maintenance on this software so that we receive up to date patches and improvements related to creating W2's, 1099's, and other requirements. We often need phone support on this product for assistance.

The amount for this, \$56,838.52, is budgeted from 001.033.48200, software maintenance.



tyler
technologies

Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

V 223
PO 24-1335
001.033
48200
PREPAY
OK Johnna

Invoice

Invoice No	Date	Page
045-466194	06/01/2024	1 of 2

Questions:
Tyler Technologies- ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

JUN 10 2024 PM 2:05
JUN 10 2024 PM 2:05

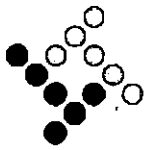


Bill To CITY OF CUMBERLAND
57 NORTH LIBERTY STREET
CUMBERLAND, MD 21502-2312

Ship To CITY OF CUMBERLAND
57 NORTH LIBERTY STREET
CUMBERLAND, MD 21502-2312

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
49889 - MAIN - MAIN	207302		USD	NET30	07/01/2024

Contract Date	Description	Units	Rate	Extended Price
Contract No.: Cumberland, MD				
01/Jul/2021	eEmployee Cycle: Start: 01/Jul/2024, End: 30/Jun/2025	1	5,968.29	5,968.29
01/Jul/2021	Asset Management Cycle: Start: 01/Jul/2024, End: 30/Jun/2025	1	1,938.79	1,938.79
01/Jul/2021	HR/Payroll Analytics Cycle: Start: 01/Jul/2024, End: 30/Jun/2025	2	770.14	1,540.28
01/Jul/2021	Financial Management Base Suite Cycle: Start: 01/Jul/2024, End: 30/Jun/2025	75	166.23	12,467.25
01/Jul/2021	Misc. Billing & Receivables Cycle: Start: 01/Jul/2024, End: 30/Jun/2025	1	2,089.54	2,089.54
01/Jul/2021	Project Accounting Cycle: Start: 01/Jul/2024, End: 30/Jun/2025	1	1,938.79	1,938.79
01/Jul/2021	Purchasing Cycle: Start: 01/Jul/2024, End: 30/Jun/2025	1	3,601.78	3,601.78
01/Jul/2021	Third Party Document Imaging Interface Cycle: Start: 01/Jul/2024, End: 30/Jun/2025	1	1,348.62	1,348.62
01/Jul/2021	Add'l HR Standard Users Cycle: Start: 01/Jul/2024, End: 30/Jun/2025	15	192.59	2,888.85
01/Jul/2021	HR Base Suite Cycle: Start: 01/Jul/2024, End: 30/Jun/2025	20	498.67	9,973.40
01/Jul/2021	Position Budgeting Cycle: Start: 01/Jul/2024, End: 30/Jun/2025	1	2,387.55	2,387.55
01/Jul/2021	CD Standard Users Cycle: Start: 01/Jul/2024, End: 30/Jun/2025	20	0.00	0.00
01/Jul/2021	Decision Support Base Datamart Cycle: Start: 01/Jul/2024, End: 30/Jun/2025	1	2,505.58	2,505.58
01/Jul/2021	Finance Analytics Cycle: Start: 01/Jul/2024, End: 30/Jun/2025	2	770.14	1,540.28
01/Jul/2021	Bank Rec Cycle: Start: 01/Jul/2024, End: 30/Jun/2025	1	2,769.70	2,769.70
01/Jul/2021	eSuite Base (Payments) Cycle: Start: 01/Jul/2024, End: 30/Jun/2025	1	3,879.92	3,879.92



tyler
technologies

Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-466194	06/01/2024	2 of 2

Questions:
Tyler Technologies- ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To CITY OF CUMBERLAND
57 NORTH LIBERTY STREET
CUMBERLAND, MD 21502-2312

Ship To CITY OF CUMBERLAND
57 NORTH LIBERTY STREET
CUMBERLAND, MD 21502-2312

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
49889 - MAIN - MAIN	207302		USD	NET30	07/01/2024

Contract Date	Description	Units	Rate	Extended Price
---------------	-------------	-------	------	----------------

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal 56,838.62

Sales Tax \$0.00

Invoice Total 56,838.62



Allison Layton <allison.layton@cumberlandmd.gov>

Re: Agenda item sole source requests

1 message

Jeff Silka <jeff.silka@cumberlandmd.gov>

Fri, Jun 14, 2024 at 12:55 PM

To: Johnna Byers <johnna.byers@cumberlandmd.gov>

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

Yes, I approve.

Jeffrey F. Silka, ICMA-CM

City Administrator

City of Cumberland

57 N. Liberty Street

Cumberland, MD 21502

Office (301) 759-6424

Cell (240) 609-9303

On Fri, Jun 14, 2024 at 11:13 AM Johnna Byers <johnna.byers@cumberlandmd.gov> wrote:

Hi Jeff,

Attached are two agenda items Allison indicated needed your sole source approval.

In both cases, we are using a platform/service/software maintenance that can only be purchased from a single company. In the case of Logos.NET, that company is Tyler Technologies, and in the case of AWS, it's Amazon Web Services.

Can we please have your approval for these sole source purchases?

Johnna

File Attachments for Item:

. Order 27,486 - approving the sole source purchase from Amazon Web Services, Inc. to provide server hosting and support services for FY25 in the not to exceed amount of \$37,000

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

ORDER NO. 27,486

DATE: June 18, 2024

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

THAT, the proposal from Amazon Web Services, Inc., P.O. Box 84023, Seattle, WA 98124-8423, to provide server hosting and support services for FY25 be and is hereby accepted in the not-to-exceed amount of Thirty Seven Thousand Dollars and No Cents (\$37,000).

Raymond M. Morriss, Mayor

Budget: 001.033.48201

Council Agenda Summary

Meeting Date:

Key Staff Contact: Johnna Byers, Director IT

Item Title:

Amazon Web Services

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

IT requests an order for costs not to exceed \$37,000 to Amazon Web Services, for cloud based computing services. We have been using AWS for some of our virtual servers, including the Logos Finance/HR servers, two file storage servers, and other services since early 2019. Using AWS we can replicate data in different Amazon Availability Zones to achieve a highly reliable cloud infrastructure, optimize availability, and provide backup and disaster recovery services.

Amount of Award: not to exceed \$37,000

Budget number: 001.033.48201

Grant, bond, etc. reference:



Account number:
465060063764

Bill to Address:
Mayor and City Council of Cumberland MD
ATTN: Sarah Gyger
57 N LIBERTY ST
CUMBERLAND, MD, 21502-2312, US

Amazon Web Services, Inc. Invoice

Email or talk to us about your AWS account or bill, visit aws.amazon.com/contact-us/
Submit feedback on your Invoice Experience [here](#).

Invoice Summary

Invoice Number:	1712579197
Invoice Date:	June 2 , 2024
TOTAL AMOUNT DUE ON July 2 , 2024	
	\$3,290.69

This invoice is for the billing period May 1 - May 31 , 2024

Greetings from Amazon Web Services, we're writing to provide you with an electronic invoice for your use of AWS services. Additional information about your bill, individual service charge details, and your account history are available on the Account Activity Page.

Summary	
AWS Service Charges	\$3,290.69
Charges	\$3,290.69
Credits	\$0.00
Tax	\$0.00
Total for this invoice	\$3,290.69

Detail	
Amazon Simple Storage Service	\$0.00
Charges	\$0.00
Estimated US sales tax to be collected	\$0.00
AWS Data Transfer	\$15.15
Charges	\$15.15
Estimated US sales tax to be collected	\$0.00
AmazonCloudWatch	\$0.00
Charges	\$0.00
Estimated US sales tax to be collected	\$0.00
Amazon Simple Email Service	\$0.00
Charges	\$0.00
Estimated US sales tax to be collected	\$0.00

* May include estimated US sales tax, VAT, ST, GST and CT.
Amazon Web Services, Inc. is registered under the Singapore GST Overseas Vendor Registration Pay-Only Regime and GST registration number is M90373009E
AWS, Inc. is a "Registered Foreign Supplier" under Japanese Consumption Tax Law and therefore AWS, Inc. is required to declare and pay consumption tax in respect of this transaction (as a "Digital Service") to the Japan Tax Authority.

** This is not a VAT, ST or GST invoice. Related tax invoices can be accessed by going to the Bills page on your Billing Management Console.

**** Please reference the tax invoice for a breakout of the Canadian taxes by type

† Usage and recurring charges for this statement period will be charged on your next billing date. The amount of your actual charges for this statement period may differ from the charges shown on this page. The charges shown on this page do not include any additional usage charges accrued during this statement period after the date you are viewing this page. Also, one-time fees and subscription charges are assessed separately, on the date that they occur.

All charges and prices are in US Dollars

All AWS Services are sold by Amazon Web Services, Inc.

Amazon Web Services, Inc's US Federal Tax Identification Number is: 20-4938068.

Electronic funds transfer details:

Account Name: Amazon Web Services, Inc.
Checking Account Number: 4121350227
Wire Routing Number: 121000248
Bank Address:
420 Montgomery Street
San Francisco CA 94163
Bank Name: Wells Fargo NA
ABA Routing Number: 121000248
SWIFT Code: WFBUIUS6SXXX

or Mail payment to:

Amazon Web Services, Inc.
PO BOX 84023
Seattle, WA 98124-8423, US

AWS Systems Manager	\$0.00
Charges	\$0.00
Estimated US sales tax to be collected	\$0.00
AWS Support (Business)	\$299.15
Charges	\$299.15
Estimated US sales tax to be collected	\$0.00
AWS Directory Service	\$37.36
Charges	\$37.36
Estimated US sales tax to be collected	\$0.00
Amazon Elastic Compute Cloud	\$2,875.74
Charges	\$2,875.74
Estimated US sales tax to be collected	\$0.00
Amazon DynamoDB	\$0.00
Charges	\$0.00
Estimated US sales tax to be collected	\$0.00
AWS Key Management Service	\$0.00
Charges	\$0.00
Estimated US sales tax to be collected	\$0.00
Amazon Virtual Private Cloud	\$63.24
Charges	\$63.24
Estimated US sales tax to be collected	\$0.00
Amazon Polly	\$0.05
Charges	\$0.05
Estimated US sales tax to be collected	\$0.00

* May include estimated US sales tax, VAT, ST, GST and CT.

Amazon Web Services, Inc. is registered under the Singapore GST Overseas Vendor Registration Pay-Only Regime and GST registration number is M90373009E

AWS, Inc. is a "Registered Foreign Supplier" under Japanese Consumption Tax Law and therefore AWS, Inc. is required to declare and pay consumption tax in respect of this transaction (as a "Digital Service") to the Japan Tax Authority.

**** This is not a VAT, ST or GST invoice. Related tax invoices can be accessed by going to the Bills page on your Billing Management Console.**

****** Please reference the tax invoice for a breakout of the Canadian taxes by type**

† Usage and recurring charges for this statement period will be charged on your next billing date. The amount of your actual charges for this statement period may differ from the charges shown on this page. The charges shown on this page do not include any additional usage charges accrued during this statement period after the date you are viewing this page. Also, one-time fees and subscription charges are assessed separately, on the date that they occur.

All charges and prices are in US Dollars

All AWS Services are sold by Amazon Web Services, Inc.

Amazon Web Services, Inc's US Federal Tax Identification Number is: 20-4938068.

Electronic funds transfer details:

Account Name: Amazon Web Services, Inc.

Checking Account Number: 4121350227

Wire Routing Number: 121000248

Bank Address:

420 Montgomery Street

San Francisco CA 94163

Bank Name: Wells Fargo NA

ABA Routing Number: 121000248

SWIFT Code: WFBUS6SXXX

or Mail payment to:

Amazon Web Services, Inc.

PO BOX 84023

Seattle, WA 98124-8423, US

Please remit payment to Amazon Web Services:

Preferred method of payment is by Electronic Funds Transfer (EFT). Please ensure to reference the invoice number in the descriptive text field of your electronic funds transfer payment.

If you have any questions regarding payment for this invoice, please email aws-receivables-support@email.amazon.com

Electronic funds transfer details:

Account Name: Amazon Web Services, Inc.
Checking Account Number: 4121350227
Wire Routing Number: 121000248
Bank Address:
420 Montgomery Street
San Francisco CA 94163
Bank Name: Wells Fargo NA
ABA Routing Number: 121000248
SWIFT Code: WFBIUS6SXXX

or Mail payment to:

Amazon Web Services, Inc.
PO BOX 84023
Seattle, WA 98124-8423, US

All web services are sold by Amazon Web Services, Inc.

The above charges include charges incurred by your account as well as by all accounts you are responsible for through Consolidated Billing.

Thank you for using Amazon Web Services.

Sincerely,
The Amazon Web Services Team

This message was produced and distributed by Amazon Web Services, Inc., 410 Terry Avenue North, Seattle, Washington 98109-5210. AWS will not be bound by, and specifically objects to, any term, condition or other provision which is different from or in addition to the provisions of the AWS Customer Agreement or AWS Enterprise Agreement between AWS and you (whether or not it would materially alter such AWS Customer Agreement or AWS Enterprise Agreement) and which is submitted in any order, receipt, acceptance, confirmation, correspondence or otherwise, unless AWS specifically agrees to such provision in a written instrument signed by AWS.



Allison Layton <allison.layton@cumberlandmd.gov>

Re: Agenda item sole source requests

1 message

Jeff Silka <jeff.silka@cumberlandmd.gov>

Fri, Jun 14, 2024 at 12:55 PM

To: Johnna Byers <johnna.byers@cumberlandmd.gov>

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

Yes, I approve.

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

On Fri, Jun 14, 2024 at 11:13 AM Johnna Byers <johnna.byers@cumberlandmd.gov> wrote:

Hi Jeff,

Attached are two agenda items Allison indicated needed your sole source approval.

In both cases, we are using a platform/service/software maintenance that can only be purchased from a single company. In the case of Logos.NET, that company is Tyler Technologies, and in the case of AWS, it's Amazon Web Services.

Can we please have your approval for these sole source purchases?

Johnna

File Attachments for Item:

. Order 27,487 - authorizing the City Administrator to execute all FY25 Employment Agreements for part-time employees of the City of Cumberland

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

ORDER NO. 27,487

DATE: June 18, 2024

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

THAT, the City Administrator be and is hereby authorized to execute all FY25 Employment Agreements for part-time employees of the City of Cumberland.

Mayor Raymond M. Morriss

File Attachments for Item:

. Order 27,488 - authorizing the City Administrator to execute all Seasonal Employment Agreements for the 2024 Spring/Summer season which shall not exceed 6 months from the date of execution

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

ORDER NO. 27,488

DATE: June 18, 2024

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

THAT, the City Administrator be and is hereby authorized to execute all Seasonal Employment Agreements for the 2024 Spring/Summer season; and

BE IT FURTHER ORDERED, that said agreements shall not exceed six (6) months from the date of execution.

Mayor Raymond M. Morriss

File Attachments for Item:

. Order 27,489 - authorizing the execution of an Outdoor Dining Lease Agreement with Coachs Entertainment Enterprises, L.L.C. (Mezzo's), Uncle Jack's Pizzeria and Pub, Inc., SHAFCO T/A City Lights American Grill and Bar, Embassy Theatre Corporation and Baltimore Street Grill for the use of the public right of way immediately in front of and adjacent to the property for outside cafe dining for a term effective June 1, 2024 through October 31, 2025

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

ORDER NO. 27,489

DATE: June 18, 2024

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

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

Coachs Entertainment Enterprises, L.L.C. (Mezzo's)

Uncle Jack's Pizzeria and Pub, Inc.

SHAFCO T/A City Lights American Grill and Bar

Embassy Theatre Corporation

Baltimore Street Grill

detailing terms for the use of the public right-of-way immediately in front of and adjacent to each property for outside café dining for a term effective June 1, 2024 through October 31, 2025.

Raymond M. Morriss, Mayor

OUTDOOR DINING LEASE AGREEMENT

THIS OUTDOOR DINING LEASE AGREEMENT (“Lease”) is made and executed this ____ day of _____, 2024, by and between the **Mayor and City Council of Cumberland**, a Maryland municipal corporation (the “City”) and **COACHS ENTERTAINMENT ENTERPRISES, L.L.C. T/A MEZZOS** (“Lessee”).

WHEREAS, Lessee operates a restaurant at 114 S. Centre Street, Cumberland, MD 21502;

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

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

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

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

1. **Demise**. The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee’s restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of **6** feet and length of **32** feet, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the “Demised Premises”) is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit 1. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Lessee:
Daniel Bowser, Member
Coachs Entertainment Enterprises, L.L.C.
402 Wempe Drive
Cumberland, MD 21502

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

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

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

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

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

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

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

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

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

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

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

By: _____
Raymond M. Morriss, Mayor

**COACHS ENTERTAINMENT
ENTERPRISES, LLC T/A MEZZOS**

Debrah Ineadwell
Witness

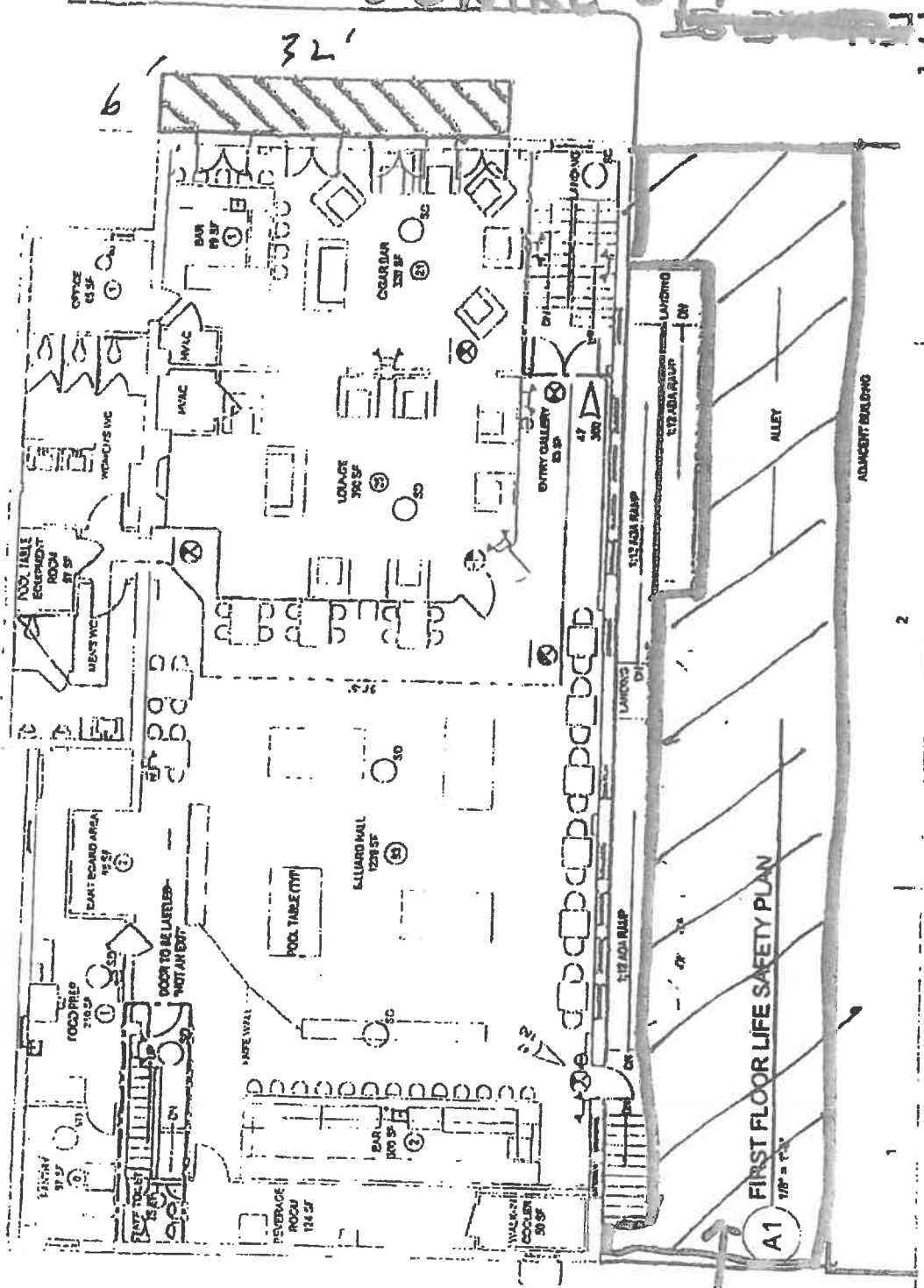
By:  (Seal)
Signature

DANIEL BOWSER
Printed name

OWNER
Position

S. CENTRE ST.

MEZZO'S
Outdoor Dining
2023-2024



FIRST FLOOR LIFE SAFETY PLAN
1/8" = 1'-0"

Alley

EXHIBIT 1

OUTDOOR DINING LEASE AGREEMENT

THIS OUTDOOR DINING LEASE AGREEMENT (“Lease”) is made and executed this 21 day of May, 2024, by and between the **Mayor and City Council of Cumberland**, a Maryland municipal corporation (the “City”) and **UNCLE JACK’S PIZZERIA AND PUB INC.** (“Lessee”).

WHEREAS, Lessee operates a restaurant at 20 S. Mechanic Street, Cumberland, MD 21502;

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

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

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

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

1. **Demise**. The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee’s restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of 22 feet and length of 22 feet, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the “Demised Premises”) is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit 1. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Lessee:
Uncle Jack's Pizzeria & Pub
c/o Dennis Dillon
104 Forest Drive
Cumberland, MD 21502

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

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

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

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

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

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

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

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

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

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

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

By: _____
Raymond M. Morriss, Mayor

UNCLE JACK'S PIZZERIA AND PUB, INC.

Dustina Robson
Witness

By: Dennis Dillon (Seal)
Signature
Dennis Dillon
Printed name

Admin
Position

EXHIBIT I
Uncle Jack's Pizzeria
& Pub

3/17/14

Street

Dumpsters

Tables

10'

Muschoy's Alley

Jack's
Deck

Cafe
Muschoy's

Side walk

Parking

City Signs

Cumb
Theater

Banking
Benedict

OUTDOOR DINING LEASE AGREEMENT

THIS OUTDOOR DINING LEASE AGREEMENT (“Lease”) is made and executed this ____ day of _____, 2024, by and between the **Mayor and City Council of Cumberland**, a Maryland municipal corporation (the “City”) and **SHAFCO T/A CITY LIGHTS AMERICAN GRILL AND BAR** (“Lessee”).

WHEREAS, Lessee operates a restaurant at 59 Baltimore Street, Cumberland, MD 21502;

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

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

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

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

1. **Demise.** The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee’s restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of **46** feet and length of **65** feet, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the “Demised Premises”) is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit 1. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Lessee:
Bill Shaffer
City Lights American Grill & Bar
59 Baltimore Street
Cumberland, MD 21502

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

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

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

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

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

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

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

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

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

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

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

By: _____
Raymond M. Morriss, Mayor

NAME OF ENTITY

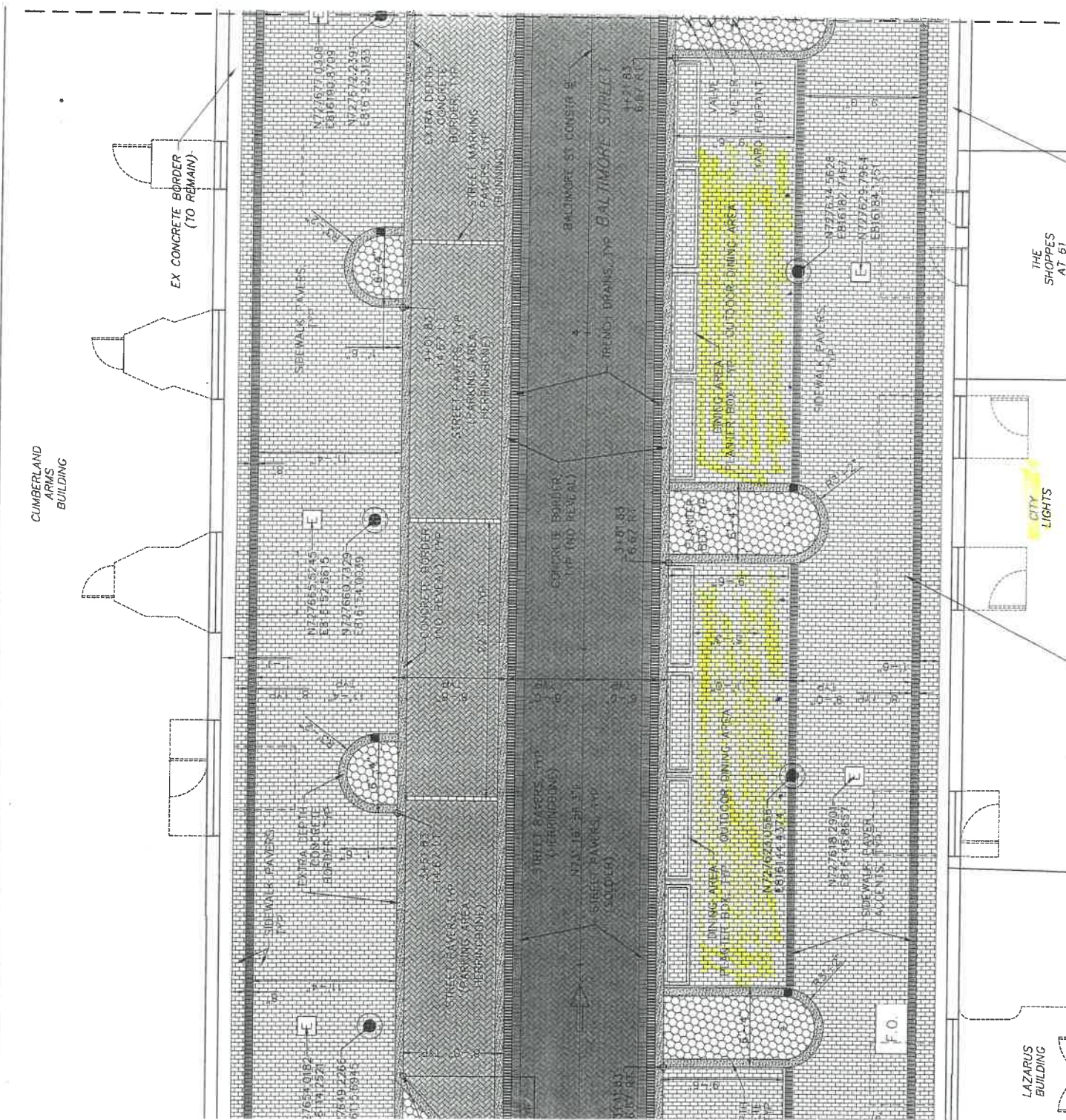

Witness

By:  (Seal)
Signature

Ronald D. Shaffer
Printed name

President
Position

The highlighted drinking areas



CUMBERLAND
ARMS
BUILDING

EX CONCRETE BORDER
(TO REMAIN)

LAZARUS
BUILDING

THE SHOPPES
AT 51

CITY LIGHTS

F.O.

OUTDOOR DINING LEASE AGREEMENT

THIS OUTDOOR DINING LEASE AGREEMENT ("Lease") is made and executed this 24 day of May, 2024, by and between the Mayor and City Council of Cumberland, a Maryland municipal corporation (the "City") and EMBASSY THEATRE CORPORATION ("Lessee").

WHEREAS, Lessee operates a theater at 49 Baltimore Street, Cumberland, MD 21502;

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

WHEREAS, Lessee wishes to expand its operation to include outside entertainment area on a portion of the public right-of-way adjacent to its theater; and

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

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

1. **Demise.** The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee's restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of 43 feet 0 inches and length of 32 feet 0 inches, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the "Demised Premises") is shown on the plat/drawing attached hereto and incorporated by reference herein as **Exhibit 1**. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Lessee:
Jerard Puckett
Embassy Theatre Corporation
49 Baltimore Street
Cumberland, MD 21502

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

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

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

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

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

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

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

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

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

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

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

By: _____
Raymond M. Morriss, Mayor

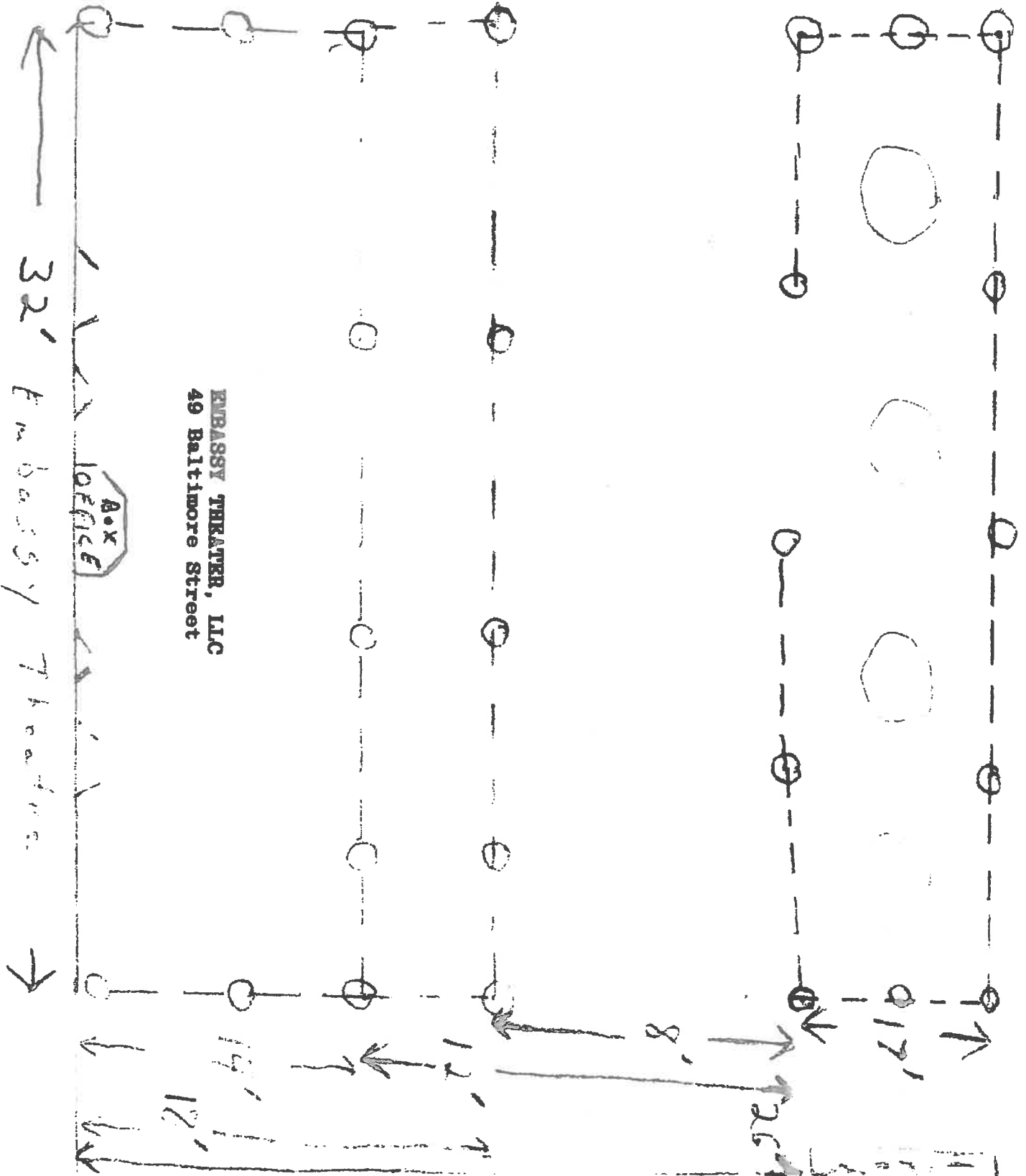
EMBASSY THEATER CORPORATION

By: _____ (Seal)
Signature

Jerard C. Puckett
Printed name

Position

EXHIBIT I
Embassy Theater



OUTDOOR DINING LEASE AGREEMENT

THIS OUTDOOR DINING LEASE AGREEMENT (“Lease”) is made and executed this ____ day of _____, 2024, by and between the **Mayor and City Council of Cumberland**, a Maryland municipal corporation (the “City”) and **BALTIMORE STREET GRILL** (“Lessee”).

WHEREAS, Lessee operates a restaurant at 82 Baltimore Street, Cumberland, MD 21502;

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

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

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

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

1. **Demise**. The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee’s restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of 23 feet and length of 30 feet, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the “Demised Premises”) is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit 1. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To the City:

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

To Lessee:

Jessica Harding & Michael Holland
Baltimore Street Grill
82 Baltimore Street
Cumberland, MD 21502

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

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

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

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

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

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

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

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

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

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

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

By: _____
Raymond M. Morriss, Mayor

BALTIMORE STREET GRILL

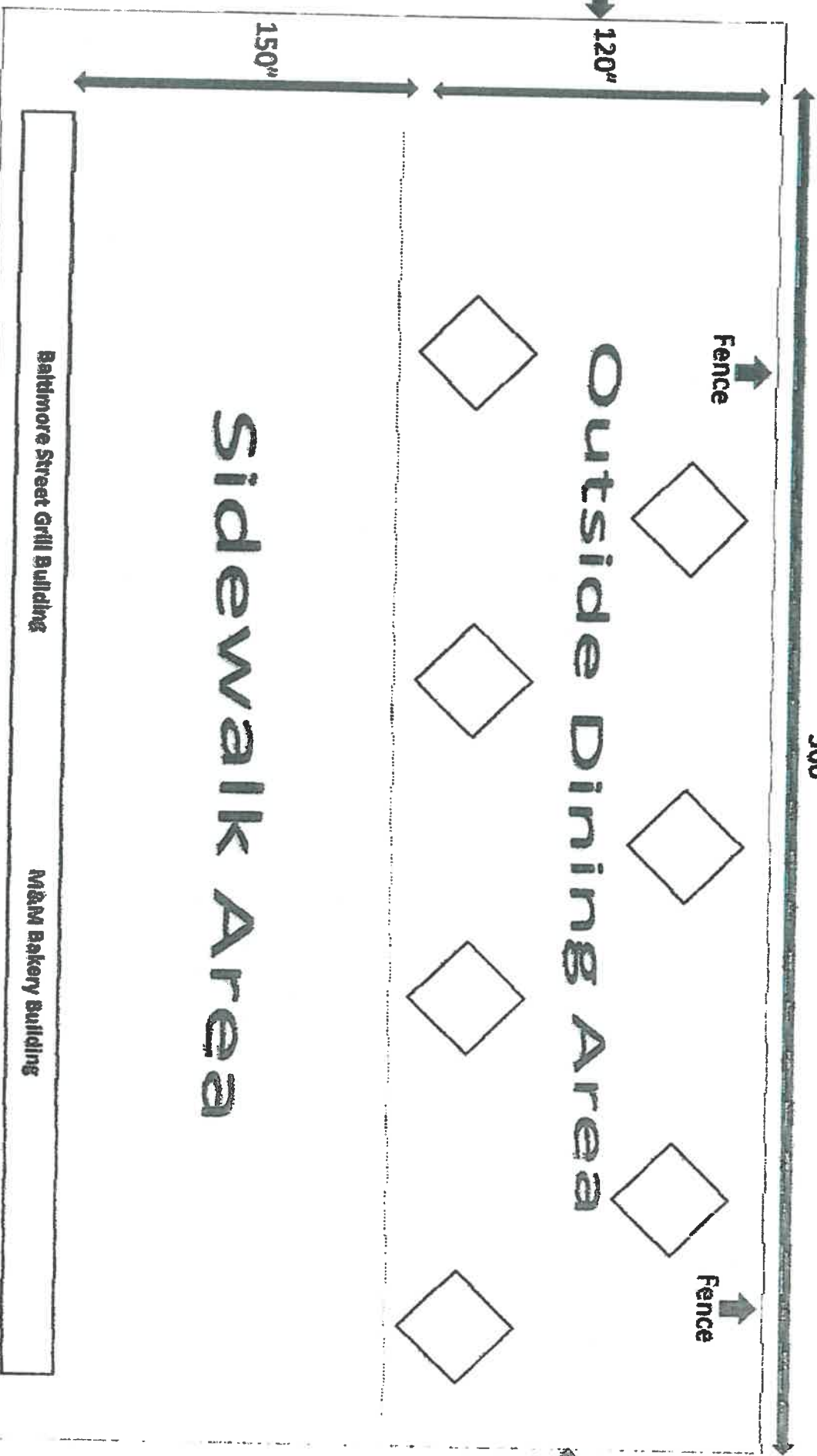
By: Michael Holland (Seal)
Signature

Michael Holland
Printed name

OWNER
Position

Witness

Fire Lane Not Needed For Outside Dining



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We are following and enforcing all social distance protocol by order of Governor Larry Hogan and the state of Maryland

File Attachments for Item:

. Order 27,490 - declaring certain City-owned properties located at 454-456 Goethe Street, 404 Furnace Street, Lots 63-65 Young's Terrace and Lots 5-6-7, Blk 28 Sperry Terrace, to be surplus and authorizing them for sale

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

ORDER NO. 27,490

DATE: June 18, 2024

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

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

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

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

- | | |
|----------------------------|----------------------|
| 1. Youngs Terrace, Blk. 21 | Tax ID No. 06-003400 |
| 2. 454-456 Goethe Street | Tax ID No. 23-008408 |
| 3. 0 Sperry Terrace | Tax ID No. 06-004636 |
| 4. 404 Furnace Street | Tax ID No. 05-019524 |

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

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,491 - approving the sole source purchase from L/B Water Service, Inc. for one new Mueller CL-12 Large Tapping Machine for the Water Department in the total amount not to exceed \$52,341.99

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

ORDER NO. 27,491

DATE: June 18, 2024

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

THAT, the sole source purchase from L/B Water Service, Inc., 427 Skelly Road, Chambersburg, PA 17202, for one (1) new Mueller CL-12 Large Tapping Machine in the total amount not to exceed Fifty Two Thousand Three Hundred Forty One Dollars and Ninety Nine Cents (\$52,341.99) be and is hereby accepted; and

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

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: June 18, 2024

Key Staff Contact: Marty Watts, Water Distribution Superintendent

Item Title:

Order to Allow the purchase of a new Mueller CL-12 large tapping machine, from L/B Water Service, Inc. Selinsgrove, PA, 17870. In the amount not to exceed \$52,341.99.

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

Requesting an order to allow a payment of \$52,341.99 to L/B Water Service Inc. for the purchase of a new Mueller CL-12 large tap machine to replace or previous machine that is no longer in operating condition. Our previous machine was purchased in 1958, and had outlasted well over its operation expectancy. This was a non-bid item. We had to order it directly from the manufacturer so the price is the same everywhere. Mueller Inc. chose L/B Water as the company to invoice us for the tap machine. This piece of equipment is a very important part of the Water Dept.'s day to day operations. Without this machine we are unable to complete any of our on-going projects. It is also necessary to purchase for us to assist any developers or contractors in any projects that require new water taps off our existing water mains.

Amount of Award:

\$52,341.99

Budget number:

002.299.DS10 63000

Grant, bond, etc. reference:



Allison Layton <allison.layton@cumberlandmd.gov>

Fwd: Large Tap Machine

1 message

Marty Watts <marty.watts@cumberlandmd.gov>
To: Allison Layton <allison.layton@cumberlandmd.gov>

Fri, Jun 14, 2024 at 8:28 AM

This is the email approval from Jeff.

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

From: Marty Watts <marty.watts@cumberlandmd.gov>
Date: Wed, Jun 12, 2024 at 1:15 PM
Subject: Re: Large Tap Machine
To: Jeff Silka <jeff.silka@cumberlandmd.gov>
Cc: Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Thank you!

On Wed, Jun 12, 2024 at 1:03 PM Jeff Silka <jeff.silka@cumberlandmd.gov> wrote:

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

On Wed, Jun 12, 2024 at 12:54 PM Marty Watts <marty.watts@cumberlandmd.gov> wrote:

Good Morning Jeff,

Could you please approve the request to purchase a Mueller CL-12 large tap machine from L/B Water. Our current large tap machine has a bent shaft and is no longer operational. Our original machine was purchased in 1958, and has gotten more than its share of use. All of our tapping bits and hole saws will still interchange with the new machine. The cost of the machine is \$52,341.99. This is a very important piece machine for the water dept. Without this we are unable to complete any of our mainline projects, or make any new taps for developers and contractors.

--

Marty Watts
Water Superintendent
City of Cumberland
215 Bowen St.
Cumberland, MD 21502
301-759-6621 (Office)
240-362-8017 (Cell Phone)
marty.watts@cumberlandmd.gov

--

Marty Watts
Water Superintendent
City of Cumberland
215 Bowen St.
Cumberland, MD 21502
301-759-6621 (Office)

6/14/24, 10:29 AM

City of Cumberland, MD Mail - Fwd: Large Tap Machine

240-362-8017 (Cell Phone)
marty.watts@cumberlandmd.gov

--

Marty Watts
Water Superintendent
City of Cumberland
215 Bowen St.
Cumberland, MD 21502
301-759-6621 (Office)
240-362-8017 (Cell Phone)
marty.watts@cumberlandmd.gov

ORDER ACKNOWLEDGEMENT

L/B Water Service, Inc.
 427 SKELLY ROAD
 CHAMBERSBURG, PA 17202
 717-264-8445



Order Number	
1965512	
Order Date	Page
06/12/2024	1 of 2

Bill To: 18628
 CITY OF CUMBERLAND
 ATTN: ACCOUNTS PAYABLE
 57 NORTH LIBERTY STREET
 CUMBERLAND, MD 21502
 US
 301-759-6623
 Attn: SARAH GYGER

Ship To:
 CITY OF CUMBERLAND
 MUNICIPAL SERVICE CENTER
 215 BOWEN STREET
 CUMBERLAND, MD 21501

Ordered By: Marty Watts

PO/Job Name	Salesperson	Entered By
CL-12 TAPPING MACHINE	Logan Miller	LOGAN_MILLER

Quantities					Item ID Item Description	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM	Disp.			

Customer Note: WHEN PURCHASES ARE MADE THE PURCHASER SHOULD SUPPLY THEIR FULL NAME (PRINTED) & DEPT. ID CODE TO BE INCLUDED ON THE INVOICE.

Delivery Instructions: I81 SOUTH TO I70 WEST TOWARDS CUMBERLAND. USE EXIT 1A FOR I68 WEST/US-40W. FOLLOW TO THE CITY OF CUMBERLAND. USE EXIT 43B FOR MD-51. MAKE A LEFT ONTO HOWARD FOR SHORT DISTANCE. MAKE A RIGHT ONTO MD-51 EAST INDUSTRIAL BLVD. FOLLOW PAST LARGE RED ROOF BUILDING ON RIGHT. TURN RIGHT ON VIRGINIA AVE. TURN RIGHT ON BOWEN STREET. TAKE TO END AND BUILDING SHOULD BE DIRECTLY AHEAD. CONTACT BOB RIDER PRIOR TO DELIVERY #240-580-0728

DUE TO CONTINUOUSLY CHANGING SUPPLY CHAIN CONDITIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.

1.00	0.00	1.00	EA	S	MSC-10252890 CL-12 DRILLING MACHINE #M39295	***NON-STOCK***	\$41,098.28	\$41,098.28
1.00	0.00	1.00	EA	S	MSC-10252891 MH-614 AIR OPERATOR	***NON-STOCK***	\$11,243.71	\$11,243.71

Total Lines: 2

SUB-TOTAL: 52,341.99
TAX: 0.00
AMOUNT TENDERED : 0.00
AMOUNT DUE: 52,341.99

ORDER ACKNOWLEDGEMENT

L/B Water Service, Inc.
 427 SKELLY ROAD
 CHAMBERSBURG, PA 17202
 717-264-8445



Order Number	
1965512	
Order Date	Page
06/12/2024	2 of 2

Quantities					Item ID Item Description	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM	Disp.			

L/B Water Service, Inc.
TERMS AND CONDITIONS OF SALE

Please see full terms and conditions at www.lbh2o.com. These terms and conditions (these "Terms") apply to the purchase and sale of products ("Goods") from L/B Water Service, Inc. (the "Seller") and are subject to change by Seller without prior written notice at any time, at Seller's sole discretion. Any purchases by Purchaser after written notice by Seller of such changes either via its website or other writing will constitute Purchaser's acceptance of and agreement to the Terms.

I/we, _____, hereby agree to purchase the goods presented on this quotation and to accept the terms and conditions listed above.

 Signature

 Title

 Date