



Mayor and City Council of Cumberland

Mayor Raymond M. Morris
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman Joseph P. George
Councilwoman Laurie P. Marchini

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

AGENDA

M&CC Regular Meeting
City Hall

DATE: November 15, 2022

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

1. Summary Statement of the closed meeting held November 15, 2022

Proclamations

- [1.](#) Proclamation declaring November 26, 2022 to be Small Business Saturday

Director's Reports

(A) Administrative Services

- [1.](#) Administrative Services reports for July, August, and September 2022

(B) Fire

- [1.](#) Fire Department Monthly Report for October, 2022

(C) Police

- [1.](#) Police Department Monthly Report for October, 2022

(D) Utilities - Flood, Water, Sewer

- [1.](#) Utilities Division Water/Sewer/Flood Monthly Report for October, 2022

Public Hearings

- [1.](#) Public Hearing - to receive comment on the proposed Zoning Map Amendment (ZMA 22-02) recommended by the Municipal Planning and Zoning Commission to rezone the property at the southeast corner of Seton Drive and Pinecrest Drive from the current R-S (Suburban Residential) to B-L (Local Business)

Unfinished Business

(A) Resolutions

- 1.** **Resolution R2022-07 ANN***X* (2nd and 3rd readings) - to annex land located along the east side of Messick Road and the north side of Starlight Drive and Limestone Road in Allegany County, MD, Election District No. 16, consisting of 37.69 acres +/- and owned by the Cumberland Economic Development Corporation

New Business

(A) Ordinances

- 1.** Ordinance 3935 (*1st reading*) - authorizing the amendment of Sections 16-1 through 16-6 of the Code of the City of Cumberland for the purpose of updating pay grades

(B) Orders (Consent Agenda)

- 1.** Order 27,128 - authorizing the execution of an Assignment and Assumption of Parking Lease transferring right, title and interest from EII Cumberland Associates, LLC to State Frederick, LLC
- 2.** Order 27,129 - accepting the proposal of Atlantic Emergency Solutions to provide one (1) 2023 Pierce Saber Fire Engine, that includes equipment and mounting of equipment for a total delivered price not to exceed \$716,838
- 3.** Order 27,130 - accepting the proposal of Atlantic Emergency Solutions to provide one (1) 2023 Pierce Rescue Truck that includes equipment and mounting of equipment for a total delivered price not to exceed \$728,817
- 4.** Order 27,131 - authorizing the purchase of upgraded Cisco WebEx Cloud Calling from SHI to replace the on-premise CISCO phone system and Segra phone service in the amount not to exceed \$35,658.68
- 5.** Order 27,132 - accepting the proposal from Wycliffe Technologies to replace old cameras in City Hall and the Public Safety Building in the amount not to exceed \$79,056
- 6.** Order 27,133 - declaring computer equipment as surplus to allow for electronics recycling
- 7.** Order 27,134 - declaring certain City-owned properties to be surplus and authorizing them for public sale
- 8.** Order 27,135 - adopting a revised set of Rules and Regulations for the Government of the Mayor and City Council in place of the prior version adopted by Order 26,320 and amended by Ordinance No. 3735

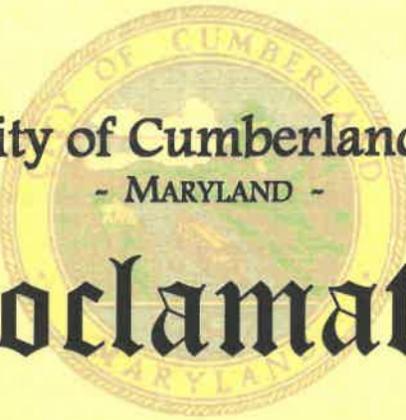
Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

1. Proclamation declaring November 26, 2022 to be Small Business Saturday



City of Cumberland
- MARYLAND -

Proclamation

- WHEREAS,** *the government of Cumberland, Maryland celebrates our local small businesses and the contributions they make to our local economy and community; and*
- WHEREAS,** *according to the United States Small Business Administration, there are 32.5 million small businesses in the United States which represent 99.7% of firms with paid employees; they are responsible for 62% of net new jobs created since 1995, and small businesses employ 46.8% of the employees in the private sector in the United States; and*
- WHEREAS,** *79% of consumers understand the importance of supporting the small businesses in their community on Small Business Saturday; 70% report the day makes them want to encourage others to Shop Small from independently-owned retailers, and 66% report that the day makes them want to Shop Small all year long; and*
- WHEREAS,** *58% of shoppers reported they shopped online with a small business, and 54% reported they dined or ordered takeout from a small restaurant, bar, or café on Small Business Saturday in 2021; and*
- WHEREAS,** *advocacy groups, as well as public and private organizations across the country, have endorsed the Saturday after Thanksgiving as Small Business Saturday; and*
- WHEREAS,** *Cumberland, Maryland supports our local businesses that create jobs, boost our local economy, and preserve our communities.*

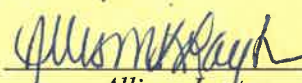
Now, Therefore, the Mayor and City Council of Cumberland,
do hereby proclaim November 26, 2022 to be

"Small Business Saturday"

*and do urge all citizens to "Shop Small" and support the
local small businesses that we value for their contribution to our community.*

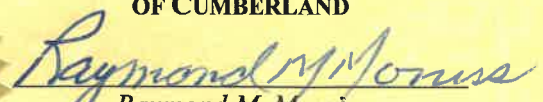
Given under our Hands and Seals this 15th day of November, in the Year 2022,
with the Corporate Seal of the City of Cumberland hereto attached,
duly attested by the City Clerk.

ATTEST:


Allison Layton
City Clerk



**MAYOR AND CITY COUNCIL
OF CUMBERLAND**


Raymond M. Morris
Mayor

File Attachments for Item:

. Administrative Services reports for July, August, and September 2022

Administrative Services Monthly Report for July, 2022

November 15, 2022

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 July, 2022.

Information Technology Department

July 2022

Statistics

159 new help desk requests
151 help desk requests resolved

Activities

Major department initiatives in the past month include:

- Continue making changes to update our network environment and improve security
- Continue working on police mobile data terminal updates
- Resolve issues with new folder/sealer
- Continue migrating servers to Public Safety computer room
- Order upgrade for Fuelmaster system

Parks and Recreation

July 2022

Diane Johnson, Director

July 4th The City of Cumberland's July 4th Fireworks was held as scheduled on Monday July 4. The display originated again this year from the Constitution Park. There was good public response to the show quality and the tradition of fireworks at the park. Starfire Corporation of Carrolltown, PA, was contracted to provide the firework program. Traffic patterns in the park were changed to clear the area around where the fireworks would be shot.

The Constitution Park and Pool was open for part of the day – 11 a.m. to 3:00 p.m.

Sunday in the Park Concert series: Three concerts were held at the Park Amphitheater in July, two were cancelled due to stormy weather. – Replay Vintage Pop, Pap Miller and the High Hills band and Jazzitis performed - Approximate attendance: 500

Funding for this program is provided by the City of Cumberland.

Pavilion Reservations and usage for the month of July: 37 reservations for the covered pavilions at Constitution Park

Baseball/ Softball League play and practices for July:

The City of Cumberland provides fields for the following leagues:

Girls Softball League

Dapper Dan Little League Baseball

Industrial League

Co-ed League

Fall Soccer Programs – AVID Soccer Club

JCP Soccer League – WMS, BMS, Calvary

Fort Hill Girls, Allegany Girls

Pee Wee Football Renegades – Conditioning and practice

Homerun Derby held at Mason Sports Complex

Constitution Park Pool

31 Days of Operation – Paid Attendance: 2,989

Closed early 17 Days for stormy weather and low attendance

Total (gate) income for the Month of July \$ 11,763.50

Pre-purchased Pool passes used - 663

6 Pool Party – 165

3 Water Aerobic Classes – 30

Day Camp Swimming – 1,201

Other groups - 136

Swimming lessons open to the public Monday – Thursday 11-11:45 a.m. Three weeks - 180

The Disney Movie “Luca” along with a free swim was held, Free to the public on Friday July 15, Attendance – 250

Constitution Park Day Camp

20 Days of Day Camp – Attendance: 1,329

Daily activities include: Arts & Crafts, Sports, Tennis, Dance, Breakfast, Lunch, snack, afternoon swimming, “Fun Friday” Special event day, and Bus transportation (funded by *Department of Social Services for participants sponsored by DSS programs.*)

- *Cooperative Extension service* provided activities related to nutrition and farming. Hands on activities – movement and exercise, Nutrition, games, music and more, directed by staff from the Extension Office.
- *Covid guidelines continued to be followed with restricted some activities at camp for this summer. Attendance numbers increased however we were limited to 80 participants daily.*
- **Summer Lunch Program** the Parks & Recreation Department serves as sponsor for the **Summer Lunch Program** for Cumberland. Area sites include Constitution Park Day Camp, and YMCA Riverside summer program **July meals served** – Breakfast – 1,359 Lunches: 1,475,

Meetings attended:

- Reviews and visits made to summer lunch feeding sites
- Seasonal Staff Meetings
- Community Parks & Playground grant

- Soccer League meeting for upcoming season

Upcoming:

Two weeks of Constitution Park Day Camp remaining
 Lunch Program Annual Review by State of MD
 Four August Sunday in the park performances
 Daily pool operations hours changed– 12 noon to 6 p.m.
 Free Swim and Movie – Rained out two times – to be rescheduled
 Pool daily operation ends Tuesday August 23, weekends thru Labor Day
 Fall Soccer Leagues
 Football - Pee wee League
 Community Parks & Playground Grant due 8/24/22

Community Development Report

July 2022

Kevin Thacker, Code Compliance Manager

CODE COMPLIANCE

Kevin Thacker, Code Compliance Manager

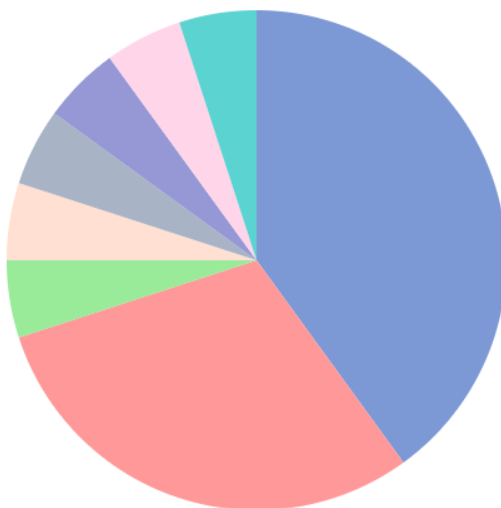
Noted Activity:

(tbd, Kevin)

Code Enforcement Activity:

54 new cases received – 19 of those are still open
 20 violations were found
 87 cases have been resolved

Open Date From: 07/01/2022
 Open Date To: 07/31/2022



Violations by Violation Type			
	Cutting of weeds	8	40.0%
	Dwellings, yards and lots to be kept clean	6	30.0%
	Licensing of rental dwelling units	1	5.0%
	Permits and certificates	1	5.0%
	Registration of agents	1	5.0%
	Removal or trimming of trees, vegetation, etc.	1	5.0%
	Standards for good repair and safe condition	1	5.0%
	Duties of owner and operator	1	5.0%

Permits/Reviews & Rental Licenses:

42 Total Permits/Reviews were issued

27 Rental Inspections were completed

Building	Miscellaneous	Occupancy	Signage
Residential..... 2	Residential9	Residential1	Commercial 2
Commercial..... 2	Commercial0	Commercial2	
Electrical	Plumbing	Utility	Demolition
Residential..... 8	Residential2	Residential1	Residential..... 0
Commercial..... 5	Commercial0	Commercial1	Commercial 0
Public ROW	Rental Licences	Rental Inspections	
Residential..... 4	Issued.....425	Pass26	
		Fail.....1	
Plans, Reviews, Amendments and Appeals (ZA, RPR, SR, ZMA, ZTA, SRA)		Certificates of Appropriateness	
(Type).....0		Issued.....3	
		Request for Change/Amendment	
		Issued.....0	

Revenue from 'Issued' Permits/Reviews:

Building Permits.....	\$1642.00
Miscellaneous Permits.....	135.00
Occupancy Permits	75.00
Sign Permits	69.50
Utility Permits.....	14,456.76
Plan reviews, Amendments & appeals	0.00
Zoning Classification Determination (info request).....	0.00
Municipal Infractions (citations).....	0.00
Certificates of Appropriateness	90.00
Rental Licenses (new & renewals	44,550.00
Paid Rental Inspection Requests	<u>0.00</u>
TOTAL	\$61,018.26

Demolition Bonds Collected..... \$0.00

Community Development Programs

July 2022

Lee Borrer, Senior Community Development Specialist

We had 3 June draws finishing up end of year for CDBG. They are represented on the June final report dated 8/31/2022. Currently working on the 2021 CAPER and have not completed the July draw due to clearing up all end of year for the creation of the Consolidated Annual Performance Evaluation and Report or CAPER. I am currently writing the narratives in the HUD reporting software system. The Public Notice for the next M & CC meeting cannot go out until it is completely written.

The CDBG-CV report for July is also the final June report which is a culmination of 3 June draws.

Project Name	Amount Funded	Expended	Funds Remain
CV HRDC Emergency Assistance (COMPLETED)	\$24,992.05	\$24,992.05	\$0.00
CV Small Business Grants (TERMINATED)		\$0.00	\$0.00
CV Associated Charities Emergency Homeless Prevention	\$21,768.22	\$7,614.48	\$14,153.74
CV Hazard Pay Relief Program (COMPLETED)	\$55,000.00	\$55,000.00	\$0.00
CV Broadband & Technology Accessibility EXPANDED	\$172,456.00	\$69,586.92	\$102,869.08
CV YMCA Gymnasium Roof (Gilchrist) NEW	\$40,600.00		\$40,600.00
CV AYEPS ADD FUNDS	\$0.00		\$0.00
CV Family Crisis Resource Center COVID hotline/Hepa new	\$84,544.00		\$84,544.00
TOTAL CV1	\$399,360.27	\$157,193.45	\$242,166.82
B20MW24001 Award	\$476,251.00		
Total	\$274,216.27	\$157,193.45	\$242,166.82
CV3 AYEP Youth Center Rehabilitation SEE FUNDS ADDED	\$190,050.73	\$56,020.55	\$134,030.18
CV3 YMCA Transitional Housing Sanitizer (COMPLETED)	\$6,750.00	\$6,750.00	\$0.00
TOTAL CV3	\$196,800.73	\$62,770.55	\$134,030.18
B20MW24001 Award	\$119,910.00		
Sub Recipient			

Updated 8/31/2022

Both sources CV1 and CV3

\$596,161.00 \$219,964.00 \$376,197.00

Two new activities were allocated CDBG CV funds by M & CC amendment from the termination of two other activities: CV Small Business Grant and CV HRDC Emergency Housing Assistance which was completed. The two new activities are: CV FCRC COVID Hotline and HEPA and CV YMCA Gilchrist Gymnasium Roof. Two existing activities, CV AYEP Youth Center Rehab and CV Broadband and Technology project have had funds increased which will complete the roof and other rehab within the youth center and enable broadband access for two additional years to South Cumberland Library patrons and add two years of the same to Washington Street Library (serving 1 mile radius) patrons.

The annual CAPER report will be available in September and will be presented at one of the October regular M&CC meetings.

ARPA PIP program is underway with 3 eligible household unit scope of work out to bid.

ARPA Jane's Place programming is under contract and underway.

ARPA YMCA Riverside Bus purchase program is underway and efforts continue to find new buses with a delivery date sooner than a couple years away.

Historic Planning/Preservation

July 2022

Ruth Davis-Rogers, Historic Planner/Preservation Coordinator

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

Personal Training

Continue to train and learn the following systems:

- Logos
- Citizenserve
- Municode
- Intelligrants (State of MD)
- Civicplus

Historic Preservation Commission Meeting (HPC)

- Prepared and administered the Historic Preservation Meeting on July 13th
- Reviewed and administered Certificate of Appropriateness permits

Meetings

- Attended meeting on the Comprehensive Plan renewal
- Attended meeting on CDBG Programmatic Agreement
- Attended Carver Board Meeting
- Attended meeting on the Constitution Park Guard Station renovation
- Attended DDC Meeting
- Met with John Pendleton, new owner of 204 Washington St.
- Met with Fred & Kristin Timbrook, new owners of the Lila Building
- Attended AYPS award ceremony
- Attended W. MD Humanities Meeting at Allegany Museum
- Toured ACC Maker Space/Western Maryland Works

Grants, Tax Credits and Section 106 reviews

Administered funding/grants for:

- Residential Accessibility Improvement \$50,000.
- Roof Replacement Program \$50,000.
- Worked on Community Legacy application (Due July 13th)
- Conducted Section 106 Reviews (as needed) for CDBG funding.

Answered questions regarding tax incentives from both current and potential building owners.

Comptroller's Office
Financial Activity Report, July 2022

Mark Gandolfi, City Comptroller

Cash Flow:

Attached for your review is a Cash Flow Summary for the month of July 2022.

On July 1, 2022, the City had a cash balance of \$8.1 million. Receipts exceeded disbursements by \$946 thousand resulting in a cash balance of \$9.0 million at July 31, 2022.

As of July 31, 2022, the significant tax receivable balances were as reflected in the table below.

Taxes receivable (General Fund)						\$ 9,804,431
	Beg Balance	New Billings	Adjustments/ Abatements	Collections	Bad Debt	Ending Balance
FY 2023	\$ -	\$ 9,797,158	\$ -	\$ 1,509,990	\$ -	\$ 8,287,168
FY 2022	1,039,661	14,113	-	109,669	\$ -	944,105
FY 2021	328,659	100	-	24,667	-	304,092
FY 2020	99,018	220	-	789	-	98,449
FY 2019	47,633	-	-	1,898	-	45,735
FY 2018	40,257	-	-	1,336	-	38,921
FY 2017	17,288	-	-	283	-	17,005
FY 2016	17,681	-	-	20	-	17,661
FY 2015	18,102	-	-	60	-	18,042
FY 2014	13,015	-	-	37	-	12,978
FY 2013	9,152	-	-	-	-	9,152
FY 2012	5,385	-	-	-	-	5,385
FY 2011	2,963	-	-	-	-	2,963
Prior FY's	2,775	-	-	-	-	2,775
	<u>\$ 1,641,589</u>	<u>\$ 9,811,591</u>	<u>\$ -</u>	<u>\$ 1,648,749</u>	<u>\$ -</u>	<u>\$ 9,804,431</u>

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

Real property (non-owner occupied)	\$4,945,421
Non-Corp Personal Property	0
Corporate Personal Property	0
Real Property (semiannual payments)	3,341,747
Real Property (Half Year)	0
	<u><u>\$8,287,168</u></u>

The City's liquidity position continues to be strong as illustrated in the following cash and investments table. Restricted cash and investments are comprised primarily of invested American Rescue Plan Act (ARPA) funds received in advance and bond proceeds restricted to associated capital projects and expenditures.

Cash and Investment Summary

July 31, 2022

	Cash	Investments
Beginning Balance	\$ 8,078,194	\$ 33,470,519
Add:		
Cash Receipts	5,347,843	26,339
Investment Transfer	-	-
Less:		
Disbursements	4,401,400	-
Investment Transfer	-	993
Ending Balance	\$ 9,024,637	\$ 33,495,865
Restricted	\$ 1,047,554	\$ 15,714,388

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

Restricted Cash

	7/1/2022	Increase	Utilization	7/31/2022
Police Seizures	\$ 112,753	\$ -	\$ -	\$ 112,753
Est of Dorothy Jackson	7,589	-	7,500	89
Bowers Trust	70,636	-	-	70,636
Street Improvement	-	-	-	-
GOB 21	249,829	26	-	249,855
ARPA	558,037	59	1	558,095
Demolition & Fiscal Agent Bonds	56,213	-	87	56,126
	\$ 1,055,057	\$ 85	\$ 7,588	\$ 1,047,554

Restricted Investments

	7/1/2022	Increase	Utilization	7/31/2022
DDC	\$ 5,903	\$ 5	\$ 993	\$ 4,915
GOB 21	1,730,295	1,335	-	\$ 1,731,630
ARPA	13,967,066	10,777	-	\$ 13,977,843
	\$ 15,703,264	\$ 12,117	\$ 993	\$ 15,714,388

The DDC restricted investment was funded through donations and is restricted for the purpose of maintenance of the Wes Han Fountain in the Downtown Mall.

GOB 21 is the FY21 general obligation bond issuance restricted for scheduled capital projects and equipment.

Estate of Dorothy Jackson is donations for fire, police, and police K-9.

Capital Projects and Associated Debt:

The tables below illustrate undrawn Maryland CDA bond proceeds and unused general obligation bond proceeds (GOB21) as well as the accumulated debt and grant proceeds associated with the Decatur Street waterline and the Combined Sewer Overflow (CSO) projects.

Available Bond Proceeds					
	7/1/2022	Issue	Utilization	7/31/2022	
CDA 2019	\$ 1,010,312	\$ -	\$ -	\$ 1,010,312	
CDA 2021	6,324,179	-	-	6,324,179	
GOB 21	1,980,123	-	(1,361)	1,981,484	
	\$ 9,314,614	\$ -	\$ (1,361)	\$ 9,315,975	

Decatur Street Project					
	7/1/2022	Issue	Utilization	7/31/2022	
MWQFA Series 2022A	\$ 1,181,105	\$ -	\$ -	\$ 1,181,105	
MWQFA Series 2022B	425,140	-	-	425,140	
Decatur Street Grants	352,277	-	-	352,277	
	\$ 1,958,522	\$ -	\$ -	\$ 1,958,522	

CSO Projects					
	7/1/2022	Issue	Utilization	7/31/2022	
Evitts Creek Debt	\$ 156,740	\$ -	\$ -	\$ 156,740	
Evitts Creek Grant	5,418,560	-	-	5,418,560	
78" Pipeline Debt	6,075,000	-	-	6,075,000	
78" Pipeline Grant	46,338,080	-	-	46,338,080	
	\$ 57,988,380	\$ -	\$ -	\$ 57,988,380	

The GOB21 \$1K balance increase is interest earned.

The Decatur Street waterline project is funded with \$1.0 in grants and \$2.1 million in loans with \$0.5 million of the loan amount being forgivable after 10 years. Construction is in process and expected to be complete November 1, 2022.

The following three projects are major upgrades to the combined sewer collection system. Evitts Creek Phase 3 is in the engineering phase with the majority of the necessary funding in place. Phase 3 project cost is estimated at \$7.5 million and is partially funded with \$5.4 million in grants and \$0.2 million in loan. Phase 3 is on hold pending site access being granted by CSX. Evitts Creek Phase 4 is in the planning phase and funding is being sought from Maryland Department of the Environment (MDE) to begin the engineering phase in FY 23. Phase 4 project cost is estimated at \$4 million. The 78" pipeline project is budgeted to begin construction during FY24 pending Army Corp of Engineers approval and private property easement or acquisition. The total estimated project cost is \$67 million and is partially funded with \$46.3 million in grants and \$6.1 million in loan with \$1.5 million of the loan amount being forgivable.

COVID-19:

Available Funding (as of July 31, 2022)

The City received \$19,595,850 from the American Rescue Plan Act (ARPA). The U.S. Treasury issued guidance providing greater details on the eligible uses and priority of these funds. These are:

- Support public health expenditures
- Address negative economic impacts caused by the public health emergency
- Replace lost public sector revenue
- Provide premium pay for essential workers
- Invest in water, sewer, and broadband infrastructure

Funds available for use:

Purpose	Awarded	Allocation		
		Budgeted	Utilized	Remaining
American Rescue Plan Act (ARPA)	\$19,595,850			
Respond to the health emergency				
Community Programs				
DDC Assistance to Small Businesses		\$ 183,500	\$ 22,296	\$ 161,204
Promoting the Community		\$ 33,563	\$ 30,312	\$ 3,251
Amphitheatre and Pavilion 1&2		\$ 174,350	\$ -	\$ 174,350
Pool Area and Splash Pad		\$ 71,250	\$ -	\$ 71,250
Janes Place for Abused Children		\$ 102,623	\$ 7,947	\$ 94,676
Union Rescue Mission		\$ 750,000	\$ -	\$ 750,000
Community Development Property Improvement		\$ 364,960	\$ -	\$ 364,960
Affordable Housing Assistance		\$ 250,000	\$ -	\$ 250,000
YMCA Bus Replacement		\$ 216,000	\$ -	\$ 216,000
PPE				
General		\$ 50,969	\$ 27,482	\$ 23,487
Facilities and Equipment		\$ 15,031	\$ 15,031	\$ -
Prisoner Processing Improvements		\$ 176,200	\$ -	\$ 176,200
HVAC improvement at City Hall & Public Safety Buildings		\$ 1,300,000	\$ -	\$ 1,300,000
Premium Pay		\$ 833,952	\$ 833,952	\$ -
Revenue Loss		\$10,000,000	\$4,149,913	\$ 5,850,087
Infrastructure Investments				
Water		\$ 5,073,452	\$ -	\$ 5,073,452
Unallocated Interest Earned		\$ -	\$ -	\$ 5,781
Total:	\$19,595,850	\$19,595,850	\$5,086,934	\$14,514,697

Respectfully submitted,

Jeffrey Silka
City Administrator

sln

Administrative Services Monthly Report for August, 2022

November 15, 2022

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 August, 2022.

Information Technology Department

August 2022

Johnna Byers, Director

Statistics

164 new help desk requests
155 help desk requests resolved

Activities

Major department initiatives in the past month include:

- Continue making changes to update our network environment and improve security
- Continue working on police mobile data terminal updates
- Assist with FOI request
- Assist with personnel changes and office moves
- Begin evaluation of Cisco cloud phone system

Parks and Recreation

August 2022

Diane Johnson, Director

Movies under the Stars – Friday August 19, at the Constitution Park Pool – “Luca” the movie and free swimming was scheduled several times with the two free swims held with a rain shower canceling the movie. Family evening event was well received by the community.

Sunday in the Park Concert series: Five concerts were held at the Park Amphitheater in August – Rhythm Section, Shanty Irish and Fellowship Quartet performed. One concert was cancelled due to rain. Funding for this program is provided by the City of Cumberland, Parks & Recreation.

National Night Out- Pre-event Monday August 1, Free Swim and youth activities and give away held at the Constitution Park pool. Attendance – 250 + Coordinated by the City of Cumberland employees.

Pavilion Reservations and usage for the month of August: 26 reservations utilized pavilions,

Baseball/ Softball League play and practices for August:

The City of Cumberland provides fields for the following leagues:

Pee Wee Football team – Renegades – practices, & scrimmage

Girls Softball League – Fall Ball

Dapper Dan Fall Baseball – Fall Ball

Industrial League

Co-ed League

One Adult Softball Overnight Tournament

**Football and Soccer practices began in August at the Mason Complex,

Mason Cup – Marble Tournament – Held at Constitution Park Marble Rings August 5 & 6

Event held at the New Marble Rings, located in Grove 4, at Constitution Park. Coordinated by the Renee Truly and local marble players.

Constitution Park Pool

The Park pool was closed on August 20 for the season. The Main Pool Pump suffered maintenance issues requiring repairs. The pool was closed for the season, drained with the pump removed and taken for service.

19 Days of Operation (Possible)

8 Days closed early/ did not open due to inclement weather

Regular gate Attendance: 1,233

Total gate income for the Month of August \$ 4,716.00

Attendance from pool passes – 304

Constitution Park Day Camp - 506

Other group usage – 213

3 Pool Parties – Attendance – 50

Constitution Park Day Camp

10 Days of Day Camp – Attendance: 557

Daily activities include: Sports related games, Tennis, Arts & Crafts, Dance & music, Breakfast, Lunch, snack, afternoon swimming, “Fun Friday” Special event day.

Cooperative Extension service provided activities related to nutrition and farming, every Monday -Thursday.

Hands on activities – movement and exercise, gardening, games, music and more, directed by Sarah Bernard, from the Extension Office.

- **Summer Lunch Program** the Parks & Recreation Department serves as sponsor for the **Summer Lunch Program** for Cumberland. Area sites include Constitution Park Day Camp, and YMCA Riverside summer program
- **August meals served** – Breakfast: 590, Lunch: 657

Summer Lunch Program 2022 season totals:

Breakfast: 2,625 Lunch: 2,849served

Meetings attended:

Day camp – meetings & clean up
 Community Parks & Playground Grant project meeting
 Splash Pad project meeting
 Metro Recreation (Miracle Recreation) Representative
 Training – Jane’s Place Child Abuse Prevention
 Soccer facility use meeting at Mason
 Constitution Park Sign project

Upcoming:

Wrap up of pool operations and summer
 Recreation Advisory Board Meeting – September 19
 Planning for fall events
 Continued work/wrap up of the P&R Five Year plan

Community Development Report

August 2022

Kevin Thacker, Code Compliance Manager

CODE COMPLIANCE

Kevin Thacker, Code Compliance Manager

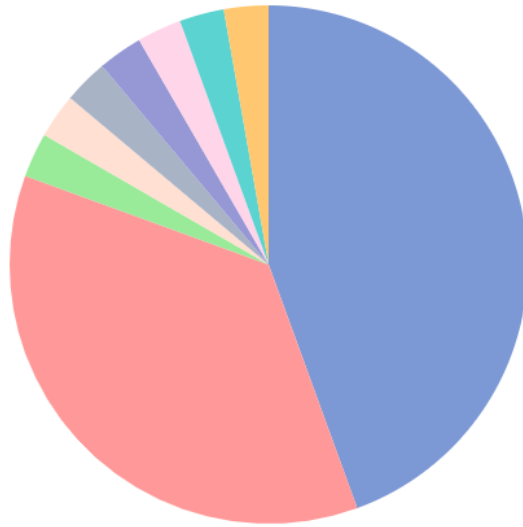
Noted Activity:

(tbd, Kevin)

Code Enforcement Activity:

61 new cases received – 38 of those are still open
 36 violations were found
 37 cases have been resolved

Open Date From: 08/01/2022
Open Date To: 08/31/2022



Violations by Violation Type			
	Dwellings, yards and lots to be kept clean	16	44.4%
	Cutting of weeds	13	36.1%
	(10) Truck and vehicle parking requirements	1	2.8%
	Licensing of rental dwelling units	1	2.8%
	Order to vacate	1	2.8%
	Prohibited Noises	1	2.8%
	Sanitary maintenance	1	2.8%
	Standards for good repair and safe condition	1	2.8%
	Water supply.	1	2.8%

Permits/Reviews & Rental Licenses:

40 Total Permits/Reviews were issued

40 Rental Inspections were completed

Building

Residential..... 1
Commercial..... 3

Miscellaneous

Residential8
Commercial0

Occupancy

Residential1
Commercial4

Signage

Commercial 2

Electrical

Residential..... 4
Commercial..... 3

Plumbing

Residential2
Commercial0

Utility

Residential0
Commercial1

Demolition

Residential..... 1
Commercial 0

Public ROW

Residential..... 7

Rental Licences

Issued.....741

Rental Inspections

Pass40
Fail.....0

Plans, Reviews, Amendments and Appeals (ZA, RPR, SR, ZMA, ZTA, SRA)

(Type).....0

Certificates of Appropriateness

Issued.....5

Request for Change/Amendment

Issued.....0

Revenue from 'Issued' Permits/Reviews:

Building Permits..... \$2,025.00
Miscellaneous Permits..... 105.00
Occupancy Permits 135.00
Sign Permits 45.50
Utility Permits..... 2,160.76
Plan reviews, Amendments & appeals 0.00

Zoning Classification Determination (info request)..... 0.00
Municipal Infractions (citations)..... 0.00
Certificates of Appropriateness 150.00
Rental Licenses (new & renewals 30,650.00
Paid Rental Inspection Requests 0.00
TOTAL \$35171.26

Demolition Bonds Collected..... \$1500.00

Community Development Programs

August 2022

Lee Borrer, Senior Community Development Specialist

Community Development Block Grant (CDBG) Monthly Activity	August 2022 Report	Original Budget	Lifetime Funds Exp	Remaining Balance
Baltimore Street Redesign	2020	\$402,700.00	\$0.00	\$402,700.00
Constitution Park Inclusive Playground Ph 2	2020	\$65,000.00	\$64,210.39	\$789.61
Fire Dept Stair Chair 1780	2020	\$2,626.37	\$2,625.45	\$0.92
Const Pk Inclu Playground Ph 2 guard station		\$3,373.63	\$0.00	\$35,683.59
AYEPS Youth Center Facil Rehab	2020	\$4,752.83	\$0.00	\$4,752.83
2020 Grant Totals		\$773,785.60	\$327,196.61	\$443,926.95
Balt Street Redesign/Queen City/South Str	2021	\$232,721.00	\$0.00	\$232,721.00
Queen City project break away	2021	\$70,721.00		
South Street project break away	2021	\$162,000.00		
HRDC Rental Rehabilitation	2021	\$19,300.00	\$0.00	\$19,300.00
Admin	2021	\$126,426.00	\$80,348.05	\$46,077.95
Ind Cost	2021	\$15,120.00	\$9,477.00	\$5,643.00
Fair Housing	2021	\$8,454.00	\$7,013.96	\$1,440.04
YMCA Gilchrist Repl Ph 2	2021	\$48,520.00	\$48,519.00	\$1.00
Targeted Foot & Bike Patrol	2021	\$3,961.00	\$3,869.67	\$91.33
Jane's Place Inc	2021	\$4,000.00	\$4,000.00	\$0.00
Const Pk/Splashpad	2021	\$87,750.00	\$0.00	\$87,750.00
2021 PI credits				\$6,550.50
2021 Grant Totals		\$809,120.00	\$51,206.38	\$399,574.82
2022 PI credits	2022 HUD yr			\$9.22
2022 Grant Totals	2022	\$803,672.00	\$0.00	\$803,672.00
Total PI credited to 2022		\$9.22		Remaining
Total				\$856,604.52
			Total All Yrs	\$856,604.52
August 2022 Report 9/29/22				

Balances:	Year
\$443,926.95	2020
\$399,584.04	2021
\$803,672.00	2022
\$843,510.99	OLD 20 21
\$1,647,182.99	Total All

CDBG-CV

Project Name	Amount Funded	Expended	Funds Remain
CV HRDC Emergency Assistance (COMPLETED)	\$24,992.05	\$24,992.05	\$0.00
CV Small Business Grants (TERMINATED)		\$0.00	\$0.00
CV Associated Charities Emergency Homeless Prevention	\$21,768.22	\$6,768.22	\$15,000.00
CV Hazard Pay Relief Program (COMPLETED)	\$55,000.00	\$55,000.00	\$0.00
CV Broadband & Technology Accessibility EXPANDED	\$172,456.00	\$69,586.92	\$102,869.08
CV YMCA Gymnasium Roof (Gilchrist) NEW	\$40,600.00		\$40,600.00
CV AYEPS ADD FUNDS	\$0.00		\$0.00
CV Family Crisis Resource Center COVID hotline/Hepa new	\$84,544.00		\$84,544.00
TOTAL CV1	\$399,360.27	\$156,347.19	\$243,013.08
B20MW24001 Award	\$476,251.00		
Total	\$274,216.27	\$156,347.19	\$243,013.08
CV3 AYEP Youth Center Rehabilitation SEE FUNDS ADDED	\$190,053.73	\$50,396.23	\$139,657.50
CV3 YMCA Transitional Housing Sanitizer (COMPLETED)	\$6,750.00	\$6,750.00	\$0.00
TOTAL CV3	\$196,803.73	\$57,146.23	\$139,657.50
B20MW24001 Award	\$119,910.00		
Sub Recipient			

Updated 7/26/2022

There was no significant ARPA project activity in July for August report.

Historic Planning/Preservation

August 2022

Ruth Davis-Rogers, Historic Planner/Preservation Coordinator

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

Personal Training

Continue to train and learn the following systems:

- Logos
- Citizenserve
- Municode
- Intelligrants (State of MD)
- Civicplus

Historic Preservation Commission Meeting (HPC)

- Prepared and administered the Historic Preservation Meeting on Aug 10th
- Reviewed and administered Certificate of Appropriateness permits

Meetings

- Met with new building owners (Sawyers)
- Attended Zoom meeting with Nicholas Redding - Preservation Maryland
- Attended Parks and Rec. Meeting regarding Jaycee Field
- Attended and helped at booth for National Night Out
- Attended DDC Meeting
- Attended meeting regarding Comprehensive Plan
- Met with John Buchanan/CBIZ to discuss upcoming improvements to building
- Met with Mike Clark to discuss project on Greene St. he is working on
- Attended unveiling of public art at Craft Table
- Met with Tim Hoffman (EADS) to discuss project he is working on
- Met with and led DHCD CL review team site visit
- Attended Jane Gates Day

Grants, Tax Credits and Section 106 reviews

Administered/managed funding/grants for:

- Residential Accessibility Improvement \$50,000.
- Roof Replacement Program \$50,000.
- Conducted Section 106 Reviews (as needed) for CDBG funding.
- Answered questions (as needed) regarding tax incentives from both current and potential building owners.

Comptroller's Office
Financial Activity Report August 2022
Mark Gandolfi, City Comptroller

Cash Flow:

Attached for your review is a Cash Flow Summary for the month of August 2022.

On August 1, 2022, the City had a cash balance of \$9.0 million. Receipts exceeded disbursements by \$9.7 million resulting in a cash balance of \$18.7 million at August 31, 2022.

As of August 31, 2022, the significant tax receivable balances were as reflected in the table below.

Taxes receivable (General Fund)						\$ 8,055,494
	Beg Balance	New Billings	Adjustments/ Abatements	Collections	Bad Debt	Ending Balance
FY 2023	\$ 8,287,168	\$ 432,849	\$ (20,102)	\$ 1,966,585	\$ -	\$ 6,733,330
FY 2022	944,105	849	(8,369)	149,688	\$ -	786,897
FY 2021	304,092	45	-	27,100	-	277,037
FY 2020	98,449	-	(746)	3,072	-	94,631
FY 2019	45,735	-	-	3,753	-	41,982
FY 2018	38,921	-	-	2,033	-	36,888
FY 2017	17,005	-	-	401	-	16,604
FY 2016	17,661	-	-	382	-	17,279
FY 2015	18,042	-	-	400	-	17,642
FY 2014	12,978	-	-	49	-	12,929
FY 2013	9,152	-	-	-	-	9,152
FY 2012	5,385	-	-	-	-	5,385
FY 2011	2,963	-	-	-	-	2,963
Prior FY's	2,775	-	-	-	-	2,775
	<u>\$ 9,804,431</u>	<u>\$ 433,743</u>	<u>\$ (29,217)</u>	<u>\$ 2,153,463</u>	<u>\$ -</u>	<u>\$ 8,055,494</u>

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

Real property (non-owner occupied)	\$3,771,571
Non-Corp Personal Property	7,710
Corporate Personal Property	401,540
Real Property (semiannual payments)	2,552,509
Real Property (Half Year)	0
	<u><u>\$6,733,330</u></u>

The City's liquidity position continues to be strong as illustrated in the following cash and investments table. Restricted cash and investments are comprised primarily of invested American Rescue Plan Act (ARPA) funds received in advance and bond proceeds restricted to associated capital projects and expenditures.

Cash and Investment Summary			
August 31, 2022			
	Cash	Investments	
Beginning Balance	\$ 9,024,637	\$	33,495,865
Add:			
Cash Receipts	17,899,808		41,799
Investment Transfer	-		-
Less:			
Disbursements	8,199,030		-
Investment Transfer	-		5,930,295
Ending Balance	\$ 18,725,415	\$	27,607,369
Restricted	\$ 6,963,568	\$	9,803,704

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

Restricted Cash

	8/1/2022	Increase	Utilization	8/31/2022
Police Seizures	\$ 112,754	\$ -	\$ 345	\$ 112,409
Est of Dorothy Jackson	89	-	-	89
Bowers Trust	70,636	-	-	70,636
Street Improvement	-	-	-	-
GOB 21	249,855	1,744,383	28,152	1,966,086
ARPA	558,094	4,200,028	-	4,758,122
Demolition & Fiscal Agent Bonds	56,126	100	-	56,226
	\$ 1,047,554	\$ 5,944,511	\$ 28,497	\$ 6,963,568

Restricted Investments

	8/1/2022	Increase	Utilization	8/31/2022
DDC	\$ 4,915	\$ 7	\$ -	\$ 4,922
GOB 21	1,731,630	2,161	1,730,295	\$ 3,496
ARPA	13,977,843	17,443	4,200,000	\$ 9,795,286
	\$ 15,714,388	\$ 19,611	\$ 5,930,295	\$ 9,803,704

The DDC restricted investment was funded through donations and is restricted for the purpose of maintenance of the Wes Han Fountain in the Downtown Mall.

GOB 21 is the FY21 general obligation bond issuance restricted for scheduled capital projects and equipment.

Estate of Dorothy Jackson is donations for fire, police and police K-9.

Capital Projects and Associated Debt:

The tables below illustrate undrawn Maryland CDA bond proceeds and unused general obligation bond proceeds (GOB21) as well as the accumulated debt and grant proceeds associated with the Decatur Street waterline and the Combined Sewer Overflow (CSO) projects.

Available Bond Proceeds

	8/1/2022	Issue	Utilization	8/31/2022
CDA 2019	\$ 1,010,312	\$ -	\$ 7,704	\$ 1,002,608
CDA 2021	6,324,179	-	286,164	6,038,015
GOB 21	1,981,484	-	11,903	1,969,582
	\$ 9,315,975	\$ -	\$ 305,771	\$ 9,010,204

Decatur Street Project

	8/1/2022	Issue	Utilization	8/31/2022
MWQFA Series 2022A	\$ 1,181,105.00	\$ -	\$ -	\$ 1,181,105
MWQFA Series 2022B	425,140	-	-	425,140
Decatur Street Grants	352,277	-	-	352,277
	\$ 1,958,522	\$ -	\$ -	\$ 1,958,522

CSO Projects

	8/1/2022	Issue	Utilization	8/31/2022
Evitts Creek Debt	\$ 156,740	\$ -	\$ -	\$ 156,740
Evitts Creek Grant	5,418,560	-	-	5,418,560
78" Pipeline Debt	6,075,000	-	-	6,075,000
78" Pipeline Grant	46,338,080	-	-	46,338,080
	\$ 57,988,380	\$ -	\$ -	\$ 57,988,380

CDA 2019 utilization of \$8K is for a portion of Prospect Square and Pine Avenue basketball court paving. CDA 2021 utilization of \$286K includes \$90K toward a Street Department F550 dump truck with plow and spreader, \$23K for anthracite and sand filter media, \$53K toward the Virginia Avenue community enhancement project, \$7K toward the Decatur St. water line project, \$13K toward the Fayette St. water line project, and \$100K for Wastewater Treatment Plant roof replacements. GOB 2021 utilization of \$12K consists of 14K toward the Avondale water line replacement reduced by \$2K interest earned.

The Decatur Street waterline project is funded with \$1.0 in grants and \$2.1 million in loans with \$0.5 million of the loan amount being forgivable after 10 years. Construction is in process and expected to be complete November 1, 2022.

The following three projects are major upgrades to the combined sewer collection system. Evitts Creek Phase 3 is in the engineering phase with the majority of the necessary funding in place. Phase 3 project cost is estimated at \$7.5 million and is partially funded with \$5.4 million in grants and \$0.2 million in loan. Phase 3 is on hold pending site access being granted by CSX. Evitts Creek Phase 4 is in the planning phase

and funding is being sought from Maryland Department of the Environment (MDE) to begin the engineering phase in FY 23. Phase 4 project cost is estimated at \$4 million. The 78" pipeline project is

budgeted to begin construction during FY24 pending Army Corp of Engineers approval and private property easement or acquisition. The total estimated project cost is \$67 million and is partially funded with \$46.3 million in grants and \$6.1 million in loan with \$1.5 million of the loan amount being forgivable.

COVID-19:

Available Funding (as of August 31, 2022)

The City is receiving \$19,595,850 from the American Rescue Plan Act (ARPA). The U.S. Treasury issued guidance providing greater details on the eligible uses and priority of these funds. These are:

- Support public health expenditures
- Address negative economic impacts caused by the public health emergency
- Replace lost public sector revenue
- Provide premium pay for essential workers
- Invest in water, sewer, and broadband infrastructure

Funds available for use:

Purpose	Awarded	Allocation		
		Budgeted	Utilized	Remaining
American Rescue Plan Act (ARPA)	\$19,595,850			
Respond to the health emergency				
Community Programs				
DDC Assistance to Small Businesses		\$ 183,500	\$ 25,931	\$ 157,569
Promoting the Community		\$ 33,563	\$ 30,312	\$ 3,251
Amphitheatre and Pavilion 1&2		\$ 174,350	\$ 2,683	\$ 171,667
Pool Area and Splash Pad		\$ 71,250	\$ -	\$ 71,250
Janes Place for Abused Children		\$ 102,623	\$ 7,947	\$ 94,676
Union Rescue Mission		\$ 750,000	\$ -	\$ 750,000
Community Development Property Improvement		\$ 364,960	\$ -	\$ 364,960
Affordable Housing Assistance		\$ 250,000	\$ -	\$ 250,000
YMCA Bus Replacement		\$ 216,000	\$ -	\$ 216,000
PPE				
General		\$ 50,529	\$ 28,248	\$ 22,281
Facilities and Equipment		\$ 15,471	\$ 15,471	\$ -
Prisoner Processing Improvements		\$ 176,200	\$ -	\$ 176,200
HVAC improvement at City Hall & Public Safety Buildings		\$ 1,300,000	\$ -	\$ 1,300,000
Premium Pay		\$ 833,952	\$ 833,952	\$ -
Revenue Loss		\$10,000,000	\$4,149,913	\$ 5,850,087
Infrastructure Investments				
Water		\$ 5,073,452	\$ -	\$ 5,073,452
Unallocated Interest Earned		\$ -	\$ -	\$ 5,781
Total:	\$19,595,850	\$19,595,850	\$5,094,458	\$14,507,173

Respectfully submitted,

Jeffrey Silka
City Administrator

sln

Administrative Services Monthly Report for September 2022

November 15, 2022

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 September 2022.

Information Technology Department September 2022

Statistics

165 new help desk requests
156 help desk requests resolved

Activities

Major department initiatives in the past month include:

- Continue making changes to update our network environment and improve security
- Continue working on police mobile data terminal updates
- Assist with FOI request
- Assist with personnel changes and office moves
- Begin process for Fuelmaster upgrade
- Continue eval of Cisco cloud phone system

Parks and Recreation

September 2022

Diane Johnson, Director

Pavilion Reservations and usage for the month of September: 28 reservations utilized pavilions,

Sunday in the Park Concert series: The Potomac Concert Band performed in the last concert of the season on Sunday September 4. Moved indoors due to rain, St. Paul's Lutheran Church.

Baseball/ Softball League

Fall Softball League Cumberland Girls League – Cavanaugh Field

Fall Baseball League Dapper Dan – Long Field and Al Abrams

Coed Softball League

2 Adult Softball Tournaments – Mason Complex Fields

Soccer/Football League play and practices for September:

The City of Cumberland provides fields for the following leagues:

JCP Soccer League – Washington Middle, Braddock Middle and Calvary

AVID Soccer Club

Fort Hill Girls Soccer Practice

Cumberland Renegades Pee Wee Football

Adult flag football league September 17 & 18

Travel Pee Wee Football tryouts at Mason Complex – September 18

Constitution Park Pool

No Pool operations in the Month of September due to the mechanical failure of the Main Pool water circulation pump.

End of season wrap up working to close seasonal programs and facilities.

Pool end of Season Data recorded. State Summer Day Camp Annual Report completed and submitted.

Summer Feeding and Lunch program State Sponsor Review completed.

Constitution Park Sign replacement project – continue to work toward the replacement and standardization of all signage in Constitution Park.

Meetings attended:

Recreation Advisory Board Meeting – September 19

Meetings with seasonal employees- Pool manager, Day camp Director, (wrap up)

Park Maintenance review meeting

Summer Feeding and Lunch Program review with State – September 27

Mountain Bike Trails Meeting

Parks & Recreation Improvement projects update meeting

Upcoming:

Recreation Advisory Board Meeting – October 3

Fall and Winter Activities

Community Development Report

September 2022

Kevin Thacker, Code Compliance Manager

CODE COMPLIANCE

Kevin Thacker, Code Compliance Manager

Noted Activity:

The City has contracted with Granicus to monitor Short Term Rental properties within the City limits so that we may educate hosts on how to become compliant with the State of Maryland, and gain revenue with this compliance. Hopeful FY23 rollout of new program. *(this awaits Kevin's approval)*

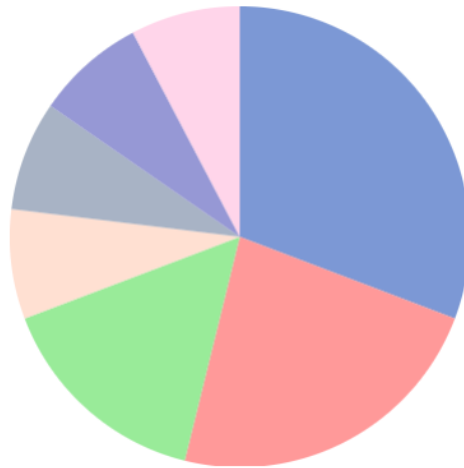
Code Enforcement Activity:

53 new cases received – 26 of those are still open

13 violations were found

66 cases have been resolved

Open Date From: 09/01/2022
Open Date To: 09/30/2022



Violations by Violation Type			
	Dwellings, yards and lots to be kept clean	4	30.8%
	Cutting of weeds	3	23.1%
	Registration of agents	2	15.4%
	Removal or trimming of trees, vegetation, etc.	1	7.7%
	Standards for good repair and safe condition	1	7.7%
	Duties of owner and operator	1	7.7%
	Order to vacate	1	7.7%

Permits/Reviews & Rental Licenses:

45 Total Permits/Reviews were issued

40 Rental Inspections were completed

Building

Residential..... 2

Commercial..... 1

Miscellaneous

Residential9

Commercial2

Occupancy

Residential1

Commercial5

Signage

Commercial2

Commercial0

Electrical

Residential..... 7

Commercial..... 2

Plumbing

Residential0

Commercial1

Utility

Residential0

Commercial0

Demolition

Residential..... 0

Commercial..... 0

Public ROW

Rental Licenses

Rental Inspections

Res./Comm..... 5	Issued.....145	Pass36
Commercial..... 0	Commercial0	Fail.....4

Plans, Reviews, Amendments and Appeals
 (ZA, RPR, SR, ZMA, ZTA, SRA)
 (Type).....0

Certificates of Appropriateness
 Issued.....4
Request for Change/Amendment
 Issued.....1

Revenue from 'Issued' Permits/Reviews:

Building Permits.....	\$1,656.00
Miscellaneous Permits.....	150.00
Occupancy Permits	150.00
Sign Permits	49.00
Utility Permits.....	0.00
Plan reviews, Amendments & appeals	0.00
Zoning Classification Determination (info request).....	0.00
Municipal Infractions (citations).....	0.00
Certificates of Appropriateness	90.00
Rental Licenses (new & renewals)	9,125.00
Paid Rental Inspection Requests	<u>0.00</u>
TOTAL	11,220.00

Demolition Bonds Collected..... \$0.00

Community Development Programs

September 2022

Lee Borrer, Senior Community Development Specialist

The 2021 CAPER DRAFT is complete and out for public comment. The Public meeting presentation is October 4 M & CC meeting.

The new 2022 Annual Action Plan funds have been added to our list and the new activities will receive contracts to begin programs in October.

The CDBG Cares Act funds have all been allocated and contracts are signed. The YMCA roof is currently in the Environmental Review process before those funds can be expended.
 Spreadsheet from July's report will stand for August.

Historic Planning/Preservation

September 2022

Ruth Davis-Rogers, Historic Planner/Preservation Coordinator

(Dept. states nothing sent after several requests)

Comptroller's Office
Financial Activity Report September 2022
Mark Gandolfi, City Comptroller

Cash Flow:

Attached for your review is a Cash Flow Summary for the month of September 2022.

On September 1, 2022, the City had a cash balance of \$18.7 million. \$14.1 million was invested in a value money market program and \$4.6 million was participating in a sweep program at First United Bank. Disbursements exceeded receipts by \$518 thousand resulting in a cash balance of \$18.2 million at September 30, 2022. \$14.1 million was invested in a value money market program and \$4.1 was participating in a sweep program at First United Bank.

As of September 30, 2022, the significant tax receivable balances were as reflected in the table below.

Taxes receivable (General Fund)						\$ 4,527,759
	Beg Balance	New Billings	Adjustments/ Abatements	Collections	Bad Debt	Ending Balance
FY 2023	\$ 6,733,330	\$ 558	\$ (601)	\$ 3,477,121	\$ -	\$ 3,256,166
FY 2022	786,897	17,671	(1,144)	52,938	-	750,486
FY 2021	277,037	91	-	12,866	-	264,262
FY 2020	94,631	954	-	1,589	-	93,996
FY 2019	41,982	-	-	642	-	41,340
FY 2018	36,888	-	-	-	-	36,888
FY 2017	16,604	-	-	-	-	16,604
FY 2016	17,279	-	-	108	-	17,171
FY 2015	17,642	-	-	-	-	17,642
FY 2014	12,929	-	-	-	-	12,929
FY 2013	9,152	-	-	-	-	9,152
FY 2012	5,385	-	-	-	-	5,385
FY 2011	2,963	-	-	-	-	2,963
Prior FY's	2,775	-	-	-	-	2,775
	<u>\$ 8,055,494</u>	<u>\$ 19,274</u>	<u>\$ (1,745)</u>	<u>\$ 3,545,264</u>	<u>\$ -</u>	<u>\$ 4,527,759</u>

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

Real property (non-owner occupied)	\$1,593,791
Non-Corp Personal Property	12,993
Corporate Personal Property	257,045
Real Property (semiannual payments)	1,392,337
Real Property (Half Year)	0
	<u>\$3,256,166</u>

Past due letters sent in July 2022 to collect delinquent personal property taxes resulted in \$100K in collections from 99 of 281 accounts. 106 accounts ignored the letter sent by the Finance Department, 74 letters were returned as undeliverable, and 2 accounts inquired for more information. Additional collection efforts will be determined in the coming months.

The City's liquidity position continues to be strong as illustrated in the following cash and investments table. Restricted cash and investments are comprised primarily of invested American Rescue Plan Act (ARPA) funds received in advance and bond proceeds restricted to associated capital projects and expenditures.

**Cash and Investment Summary
September 30, 2022**

	Cash	Investments
Beginning Balance	\$ 18,732,480	\$ 27,607,369
Add:		
Cash Receipts	6,988,481	2,556,643
Investment Transfer	-	-
Less:		
Disbursements	7,506,690	-
Investment Transfer	-	-
Ending Balance	\$ 18,214,271	\$ 30,164,012
Restricted	\$ 6,929,603	\$ 9,825,552

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

Restricted Cash				
	9/1/2022	Increase	Utilization	9/30/2022
Police Seizures	\$ 112,409	\$ -	\$ -	\$ 112,409
Est of Dorothy Jackson	89	-	-	89
Bowers Trust	70,636	-	-	70,636
Street Improvement	-	-	-	-
GOB 21	1,966,086	1,424	19,415	1,948,095
ARPA	4,758,122	3,447	19,671	4,741,898
Demolition & Fiscal Agent Bonds	56,226	250	-	56,476
	\$ 6,963,568	\$ 5,121	\$ 39,086	\$ 6,929,603
Restricted Investments				
	9/1/2022	Increase	Utilization	9/30/2022
DDC	\$ 4,922	\$ 8	\$ -	\$ 4,930
GOB 21	3,496	8	-	\$ 3,504
ARPA	9,795,286	21,832	-	\$ 9,817,118
	\$ 9,803,704	\$ 21,848	\$ -	\$ 9,825,552

Increases to GOB21, ARPA and DDC are interest earnings on funds awaiting planned use.

The DDC restricted investment was funded through donations and is restricted for the purpose of maintenance of the Wes Han Fountain in the Downtown Mall.

GOB 21 is the FY21 general obligation bond issuance restricted for scheduled capital projects and equipment.

Estate of Dorothy Jackson is donations for fire, police and police K-9.

Capital Projects and Associated Debt:

The tables below illustrate undrawn Maryland CDA bond proceeds and unused general obligation bond proceeds (GOB21) as well as the accumulated debt and grant proceeds associated with the Decatur Street waterline and the Combined Sewer Overflow (CSO) projects.

Available Bond Proceeds

	9/1/2022	Issue	Utilization	9/30/2022
CDA 2019	\$ 1,002,608	\$ -	\$ 119,061	\$ 883,547
CDA 2021	6,038,015	-	258,689	5,779,326
GOB 21	1,969,582	-	17,982	1,951,599
	\$ 9,010,204	\$ -	\$ 395,733	\$ 8,614,471

Decatur Street Project

	9/1/2022	Issue	Utilization	9/30/2022
MWQFA Series 2022A	\$ 1,181,105.00	\$ -	\$ -	\$ 1,181,105
MWQFA Series 2022B	425,140	-	-	425,140
Decatur Street Grants	352,277	-	-	352,277
	\$ 1,958,522	\$ -	\$ -	\$ 1,958,522

CSO Projects

	9/1/2022	Issue	Utilization	9/30/2022
Evitts Creek Debt	\$ 156,740	\$ -	\$ -	\$ 156,740
Evitts Creek Grant	5,418,560	-	-	5,418,560
78" Pipeline Debt	6,075,000	-	-	6,075,000
78" Pipeline Grant	46,338,080	-	-	46,338,080
	\$ 57,988,380	\$ -	\$ -	\$ 57,988,380

CDA 2019 utilization of \$119K is for a portion of a FY22 budgeted ambulance purchase that was received in FY23. CDA 2021 utilization of \$259K includes \$143K for the remaining portion of the FY22 ambulance, \$13K toward police admin vehicles, \$35K for a Street Department pickup truck and \$33K for a Parks Department pickup truck. GOB 21 utilization of \$18K consists of 11K toward police admin vehicles, \$8K toward the Avondale water line replacement reduced by \$1K interest earned.

The Decatur Street waterline project is funded with \$1.0 in grants and \$2.1 million in loans with \$0.5 million of the loan amount being forgivable after 10 years. Construction is in process and expected to be complete November 1, 2022.

The following three projects are major upgrades to the combined sewer collection system. Evitts Creek Phase 3 is in the engineering phase with the majority of the necessary funding in place. Phase 3 project cost is estimated at \$7.5 million and is partially funded with \$5.4 million in grants and \$0.2 million in loan. Phase 3 is on hold pending site access being granted by CSX. Evitts Creek Phase 4 is in the planning phase and funding is being sought from Maryland Department of the Environment (MDE) to begin the engineering phase in FY 23. Phase 4 project cost is estimated at \$4 million. The 78" pipeline project is budgeted to begin construction during FY24 pending Army Corp of Engineers approval and private property easement or acquisition. The total estimated project cost is \$67 million and is partially funded with \$46.3 million in grants and \$6.1 million in loan with \$1.5 million of the loan amount being forgivable.

COVID-19:***Available Funding (as of September 30, 2022)***

The City received \$19,595,850 from the American Rescue Plan Act (ARPA). The U.S. Treasury issued guidance providing greater details on the eligible uses and priority of these funds. These are:

- Support public health expenditures
- Address negative economic impacts caused by the public health emergency
- Replace lost public sector revenue
- Provide premium pay for essential workers
- Invest in water, sewer, and broadband infrastructure

Funds available for use:

Purpose	Awarded	Allocation		
		Budgeted	Utilized	Remaining
American Rescue Plan Act (ARPA)	\$19,595,850			
Respond to the health emergency				
Community Programs				
DDC Assistance to Small Businesses		\$ 183,500	\$ 28,435	\$ 155,065
Promoting the Community		\$ 33,563	\$ 30,312	\$ 3,251
Amphitheatre and Pavilion 1&2		\$ 174,350	\$ 3,971	\$ 170,379
Pool Area and Splash Pad		\$ 71,250	\$ -	\$ 71,250
Janes Place for Abused Children		\$ 102,623	\$ 7,947	\$ 94,676
Union Rescue Mission		\$ 750,000	\$ -	\$ 750,000
Community Development Property Improvement		\$ 364,960	\$ -	\$ 364,960
Affordable Housing Assistance		\$ 250,000	\$ -	\$ 250,000
YMCA Bus Replacement		\$ 216,000	\$ -	\$ 216,000
PPE				
General		\$ 50,089	\$ 28,779	\$ 21,310
Facilities and Equipment		\$ 15,911	\$ 15,911	\$ -
Prisoner Processing Improvements		\$ 176,200	\$ -	\$ 176,200
HVAC improvement at City Hall & Public Safety				
Buildings		\$ 1,300,000	\$ -	\$ 1,300,000
Premium Pay		\$ 833,952	\$ 833,952	\$ -
Revenue Loss		\$10,000,000	\$4,149,913	\$ 5,850,087
Infrastructure Investments				
Water		\$ 5,073,452	\$ -	\$ 5,073,452
Unallocated Interest Earned		\$ -	\$ -	\$ 62,388
Total:	\$19,595,850	\$19,595,850	\$5,099,222	\$14,559,016

Respectfully submitted,

Jeffrey Silka
City Administrator

sln

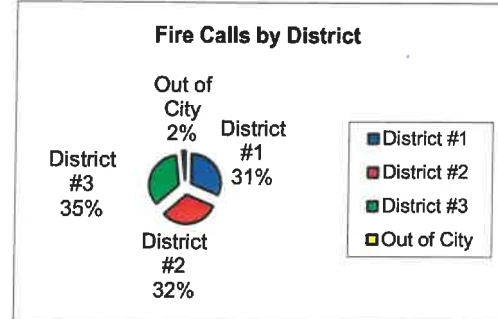
File Attachments for Item:

. Fire Department Monthly Report for October, 2022

REPORT OF THE FIRE CHIEF FOR THE MONTH OF OCTOBER, 2022
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 118 Fire Alarms:

Responses by District:	
District #1	37
District #2	38
District #3	41
Out of City	2
	<u>118</u>



Number of Alarms:
 First Alarms Answered 118

Calls Listed Below:

Property Use:

Public Assembly	3
Educational	1
Institutional	5
Residential	68
Stores and Offices	2
Industrial, Utility	2
Special Properties	37
	<u>118</u>

Type of Situation:

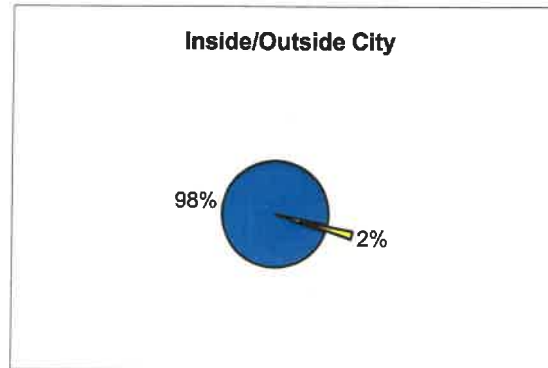
Fire	8
Overpressure	1
Rescue Calls	66
Hazardous Conditions	11
Service Calls	5
Good Intent Calls	9
False Calls	18
	<u>118</u>

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in October:	\$2,730.00
Total Fire Service Fees for Fire Calls Billed by MCA Fiscal Year to Date:	\$2,730.00
Fire Service Fees for Fire Calls Paid in October:	\$140.00
FY2023 Fire Service Fees Paid in FY2023:	\$140.00
All Fire Service Fees Paid in FY2023:	\$140.00

Fire Service Fees for Inspections and Permits Billed in October:	\$450.00
Fire Service Fees for Inspections and Permits Paid in October:	\$200.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$850.00

Cumberland Fire Department Responded to 570 Emergency Medical Calls:

In City Calls	556
Out of City Calls	14
Total	<u>570</u>



Total Ambulance Fees Billed by Medical Claim-Aid for October:	\$146,427.44
Ambulance Fees Billed Fiscal Year to Date:	\$590,915.13

Ambulance Fees Paid:	
Revenue Received in October:	\$118,088.88

FY2023 Ambulance Fees Paid in FY2023:	\$264,618.29
Total Ambulance Fees Paid in FY2023:	\$438,192.09
(includes all ambulance fees, current and previous fiscal years, paid in FY2023.)	

Cumberland Fire Department provided 3 Paramedic Assist Calls:

0 Paramedic Assist Call within Allegany County	
3 Paramedic Assist Calls outside of Allegany County	
	<u>3</u>

Ridgeley, WV VFD	1
Fort Ashby, WV VFD	2
	<u>3</u>

Cumberland Fire Department provided 11 Mutual Aid Calls:

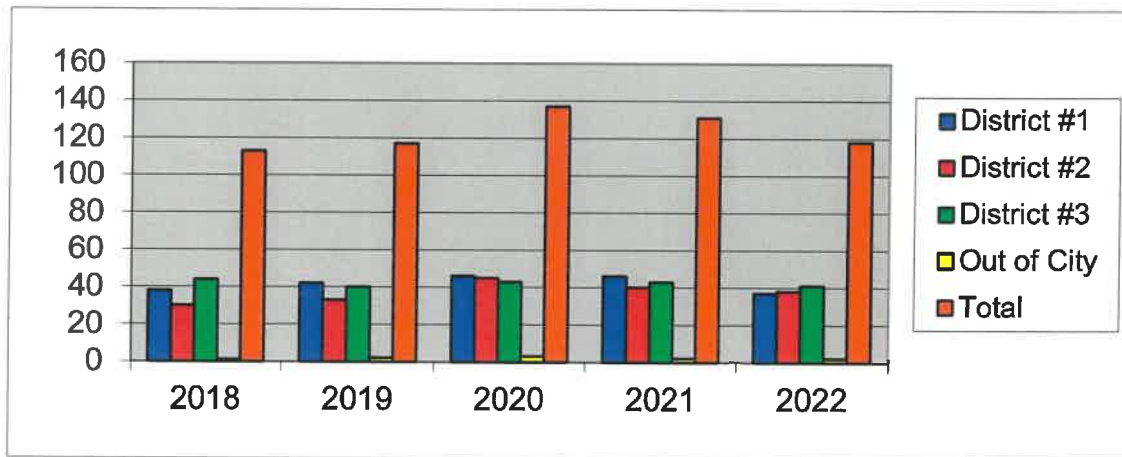
10 Mutual Aid Calls within Allegany County	
1 Mutual Aid Calls outside of Allegany County	
	<u>11</u>

Bowman's Addition VFD	7
Corriganville VFD	1
Cresaptown VFD	1
Flintstone VFD	1
	<u>10</u>

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

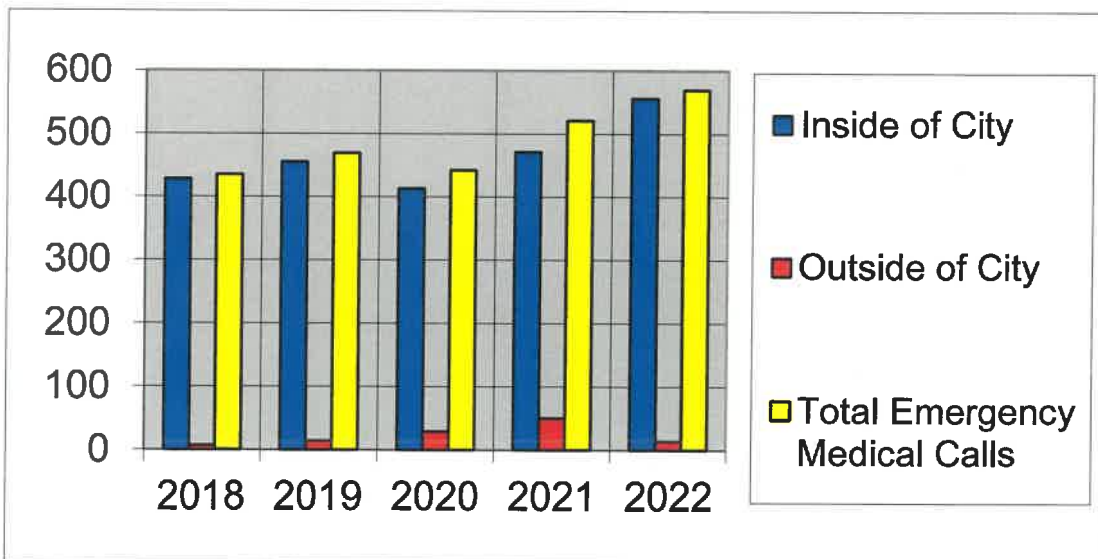
Fire Calls in the Month of October for a Five-Year Period

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
District #1	38	42	46	46	37
District #2	30	33	45	40	38
District #3	44	40	43	43	41
Out of City	<u>1</u>	<u>2</u>	<u>3</u>	<u>2</u>	<u>2</u>
Total	113	117	137	131	118



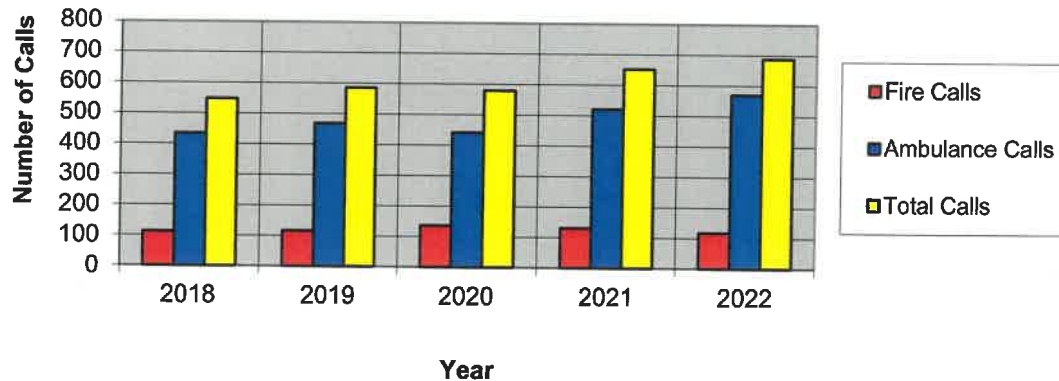
Ambulance Calls in the Month of October for a Five-Year Period

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Inside of City	428	455	413	471	556
Outside of City	<u>7</u>	<u>14</u>	<u>29</u>	<u>50</u>	<u>14</u>
Total Emergency Medical Calls	435	469	442	521	570



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

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Fire Calls	113	117	137	131	118
Ambulance Calls	<u>435</u>	<u>469</u>	<u>442</u>	<u>521</u>	<u>570</u>
Total Calls	548	586	579	652	688



Training

Tabulations are not currently available.

Fire Prevention Bureau

Complaints Received	1
Conferences Held	12
Correspondence	35
Inspections Performed	5
Investigations Conducted	2
Plan Reviews	4
Burning Permits	11
Public Education	6

Personnel

Fire Equipment Operator John S. Blankenship retired on October 31, 2022 with 38 years of loyal and dedicated service.

File Attachments for Item:

. Police Department Monthly Report for October, 2022



City of Cumberland Department of Police

Monthly Report
October 2022



City of Cumberland Department of Police

Monthly Report

October 2022

Part 1 Crimes for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Aggravated Assaults	8	3	B & E (All)	14	15	Murder	1	0	Rape	2	0
Robbery	1	5	Theft - Felony	2	0	Theft - Vehicle	1	3			

Selected Criminal Complaints for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Theft - Misdemeanor	16	17	Theft - Petty	24	28	Domestic Assaults	19	19	CDS	25	39
Disturbances	154	136	DOP/Vandalism	35	27	Indecent Exposure	1	1	Sex Off - Other	5	3
Suicide	0	0	Suicide - Attmp.	1	2	Tampering M/V	0	0	Abuse - Child	0	2
Trespassing	18	29	Assault on Police	1	6	Assault Other	33	30			

Selected Miscellenous Incidents for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Alcohol Volations	1	0	Juvenile Compl.	25	27	Missing Persons	8	9	School Resource	187	216
School Threat	1	0	Sex Off. Regist.	3	3	Truancy	5	0	Death Investigation	6	9

Selected Traffic Incidents for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
DWI	18	10	Hit & Run	14	22	M/V Crash	60	59	Traffic Stop	303	371

Selected Service Calls for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Alarms	33	26	Assist Motorist	35	37	Check Well-Being	123	106	Foot Patrol	58	51
Assist Other Agency	68	106	Bike Patrol	0	0	Special Events	16	15	Suspicious Activity	91	60

Current Incident Status for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Open	18	146	Arrest	238	247	Closed	2170	2138	Suspended	60	48



City of Cumberland Department of Police

Monthly Report

October 2022

Arrests Totals for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
M/V Citations	51	52	M/V SERO	4	4	M/V Warnings	249	316	Arrest on View Adult	42	38
Arrest On Crim. Cit.	7	23	Arrest Summons	21	30	Arrest Warrant Adult	54	53	Adult Crim.	130	138
Arrest Summon (Chrg)	17	25	Arrest Warrant (Chrg)	15	24	Juvenile Crim.	21	20	Arrest on View Juv	20	9
Arrest Warrant JUV	0	1	Emer. Petition	41	57	Fingerprinting	2	0	RunAway & Miss Per.	9	8
Civil Citation	7	1									

Total Incidents Reported :

2021	2022
2,486	2,579

Chuck Ternent - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

October 2022

SWORN PERSONNEL: 46 SWON OFFICERS

Administration	6 officers
Squad D1	9 officers
Squad N1	8 officers
Squad D2	7 officers
Squad N2	7 officers
C3I/C3IN	5 officers
School Resource	2 officers
Academy	2 recruits
Medical/Modified Duty	0 officers

CIVILIAN EMPLOYEES: 5 full time, 8 part time

CPD Office Associate	1 full time
CPD Records Clerk	1 full time
CPD Records Clerk	1 part time OPEN
MCIN Coordinator	1 full time* OPEN
CPD Patrol Assistant	1 full time
CPD Crime Analyst	1 full time* OPEN
CPD Maintenance	1 part time
C3IN Office Associate	1 part time**
C3I Office Associate	1 full time
C3I Office Associate	1 part time**
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: 747.5

COMP TIME USED: 42.25

SICK TIME USED: 179.75

YEAR TO DATE (beginning 07/01/22): 3,485

YEAR TO DATE (beginning 07/01/22): 426

YEAR TO DATE (beginning 07/01/22): 608.25

OVERTIME REPORT

OVERTIME WORKED: 327.5

HOSPITAL SECURITY: 57

COURT TIME WORKED: 284

YEAR TO DATE (beginning 07/01/22): 869.25

YEAR TO DATE (beginning 07/01/22): 217

YEAR TO DATE (beginning 07/01/22): 1,144

File Attachments for Item:

. Utilities Division Water/Sewer/Flood Monthly Report for October, 2022

Utilities Division Activity Report for October 22 WATER

REQUEST	W/E 10/7/22	W/E 10/14/22	W/E 10/21/22	W/E 10/31/22	MONTHLY TOTALS
Service Technicians					
NON READS	26	46	26	33	131
FINAL READS/TURN ONS/SHUT OFFS & DEMOS	3	3		4	10
LEAK INVESTIGATIONS/tum off-on	1	7	15	12	35
METER/STOP INVESTIGATIONS	22	12	20	23	77
REPAIR WIRING/GET READING			1		1
ORANGE TAG FOR REPAIRS		2	9	3	14
RED/PINK TAG FOR SHUT OFF					0
TURN WATER ON	55	45	58	43	201
NONPMT/BAD CK/AGREE SHUT OFFS	55	50	57	23	185
SUSPENDED ACCTS - RECHECKS	37	52	44		133
REPLACE/REPAIR METER/LID/VALVE			1		1
SVC SEPARATIONS/INVESTIGATIONS					0
INSTALL COUPLERS/PLUGS/LOCKS					0
NEW METER - Residential	4	4	7	9	24
METER FIELD TESTS - Residential					0
METER TESTS - Industrial					0
NEW METER - Industrial		3		1	4
HYDRANTS FLUSHED	23				23
PRESSURE CHECK/NO WATER/DIRTY WATER			2		2
MOVE METERS OUTSIDE	6	2	6	1	15
SP Change Outs/Repairs/Reactivates/Move	10	7	13	11	41
Replace/Reattach smartpoint antenna					0
INSULATE METER BOXES					0
FREEZE UPS/METERS & LINES					0
CCP - BACKFLOW/RETRO	6	2	6	1	15
HYDRANT/IRRIGATION METER	1				0
Total					912
Pipe Technicians					
LINE LOCATOR	56	113	119	141	429
TAPS SERVICED	5	3	7	3	18
LEAKS REPAIRED	3	1		1	5
AVONDALE AVE MAIN REPLACEMENT	4	11	20	22	57
INDEPENDENCE - PUT NEW MAIN IN SERVICE	4				4
MECHANIC - CHECKED MAIN FOR LEAK	3				3
101 MASS AVE - RISER	3				3
715 ARUNDEL ST - RISER	3				3
HAULED OUT SPOILS BIN	3				3
INDEPENDENCE - REPLACED AIR VALVE	4				4
AVONDALE - TOPSOILED METER BOX	4				4
DECATUR - FINISHED TURNING IN VALVES	4				4
DECATUR - REPLACED 2 METER BOXES	4				4
FLUSHED HYDS - MECHANIC ST LEAK	4				4
CHLORINATED NEW 6" MAIN - AVONDALE	4				4
LOCATED AIR VALVE FOR BELT	4				4
HYD FLOW TEST - WINEOW ST	4				4
CLEANED VEHICLES & WAREHOUSE	2				2
DECATUR-MADE 8" TAP/TIED IN NEW MAIN		4			4
122 UTAH - RAISED METER BOX		4			4
LEAK INVESTIGATION - 1507 FREDERICK ST		4			4
REPAIRED HYD - WILLIAMS @ CHICK-FIL-A		4			4
COLD PATCHED GEORGE ST			4		4
COLD PATCHED CENTRE @ MARKET			2		2
PUSHED UP 5 LOADS OF STONE			2		2
944 BEDFORD - RELOCATED METER BOX				2	2
COLD MIXED EDGEVALE @ BRENTWOOD				2	2
WORKED ON SMALL VAC				4	4
					0
					0
					0

Watershed

Cleaned out old #305 and brought in from dam for surplus

Got new #305 ready for use

Pushed dirt at new dump site (several days)

Worked with 304 crew several days

Flushed hydrants (several days) - Camden/Brown/Longwood

Deep cleaned & washed #379 - washed #305

Mowed fire roads in gates 16-2/16-3/15-1

Mowed fire roads in gates 13-1 & 11-1

Removed downed trees from fire roads

Line locate - Hazen Rd

Mowed fire roads in gate 18-1

Mowed outside field to right of dam

Removed tree from spillway access in gate 18-1

Repaired brush hog on #398

Mowed fire roads in gate 18-3

Removed several trees from fire roads in 18-3

Mowed field to the left outside of dam

Mowed field inside fence at dam

Took T. Tressler to MVA for CDL test

Mowed field at dam

Checked on route to haul Christmas tree

Projects

Projects

01

GRAND TOTAL

1504

October 2022 Monthly Report

FLOOD MAINTENANCE

Test run pumps and run gates

Run gate operators

Check sewage regulators

Safety meeting

Mowed West levee ditch and Rt. 28 ditch

Mowed Moose, parklets, narrows, viaduct, Bullpen, Furlows

Mill Race, Kelly Blvd. Dentist Office

Mowed Rt. 28 Levee, West Levee, and all fields

Perform other maintenance work as required

SEWER BRANCH

Calls answered	5
Service lines opened	4
Owner's trouble	1
Traced lines/main	306
Mains Repairs/ Replace	2
Sewer taps installed/replaced	0
Cleaned catch basins	16
Cleanouts installed	0
Televised sewer mains	3 mains
Televised sewer lines	3 service lines
Call outs/ overtime	4 callouts/ 12 hours overtime
Weekly check of overflows, pits	4
Catch basin repair/rebuild	0
Flushed mains	870 Feet

Gallons of water used	3,500 Gals.
605 Vac-con truck	2,000 Gals.
608 Flush truck	1,500 Gals.

Safety meeting

310 Cumberland St. repaired sewer main

Plum Alley repaired sewer main

Hunt Ter replaced manhole lid

403 Pulaski St. flushed main in alley behind house

Rock Of Ages CCTV and flushed main

Plum Alley CCTV main

Shriver Ave. Vac and flush sewer main, manhole. Overflow
at main, Sewer smell on Pulaski St.

Cleaned CSO at Braddock Rd., Williams Rd. and Kelly Rd.

WWTP

Hydro 2 Sites (sewer)

Hydro 4 sites (water)

Hydro 1 site Mechanic St. (belt)

File Attachments for Item:

1. Public Hearing - to receive comment on the proposed Zoning Map Amendment (ZMA 22-02) recommended by the Municipal Planning and Zoning Commission to rezone the property at the southeast corner of Seton Drive and Pinecrest Drive from the current R-S (Suburban Residential) to B-L (Local Business)

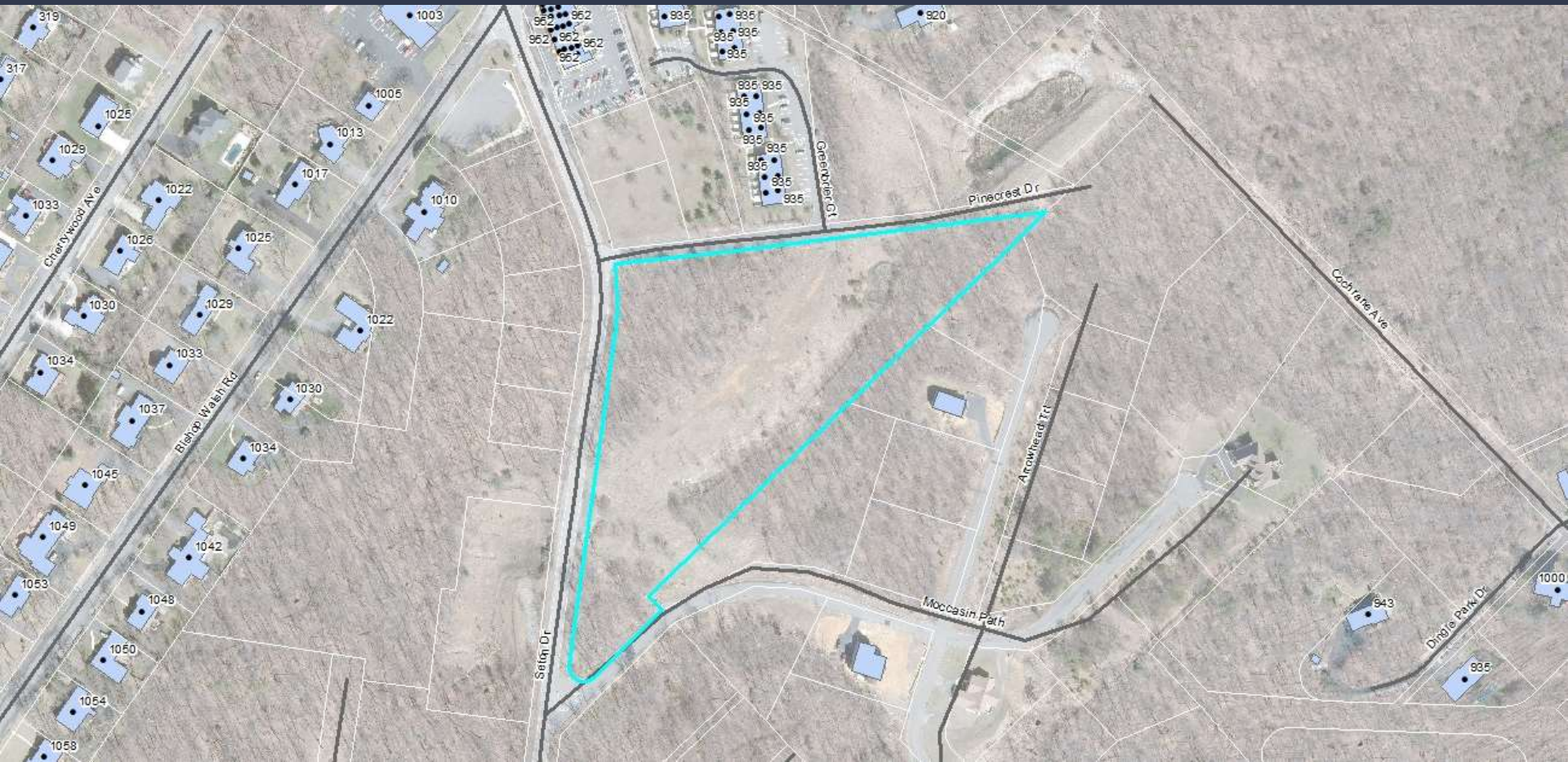
ZMA 22-02

Seton Drive & Pinecrest Drive
Rezoning Petition
Mayor & City Council
November 15, 2022

Background

- Applicant Andrea Emerick filed a petition on August 31, 2022 to rezone property at Seton Dr. & Pinecrest Dr. to B-L (Local Business)
- Property is currently zoned R-S (Suburban Residential)
- Property adjacent owned by UPMC Western Maryland and currently zoned B-L
- Applicant plans to construct an office building to house the counseling facilities to be operated by applicant/contract purchaser
- Planning Commission held a public hearing and voted to recommend the change on September 26, 2022
- Notice of Public Hearing posted on Affected Property and advertised in Cumberland Times News on October 19 & 26, 2022

Property Location



Change-Mistake Rule

- Since the last Comprehensive Rezoning, the Subject Property (currently zoned Suburban Residential) has been undeveloped and not realized any residential growth
- Adjacent Properties have been developed to accommodate Local Business Growth (Western Maryland Health System)
- The Applicant has defined the applicable neighborhood and shown how it has changed since the last comprehensive rezoning
- Staff accepts the Applicant's analysis and agrees that the requirements of the Change-Mistake Rule have been satisfied

Reclassification Findings

1. Population Change:

Staff notes the findings in the 2013 Comprehensive Plan that the population of the City of Cumberland has been in decline since the 1940's. The Plan further notes that the city desires to reverse that trend and support the future growth and economic expansion of the city's commercial base, thereby expanding the City's tax base, and promoting population growth that could be consistent with the recommendation of the City's Comprehensive Plan.

2. The Availability of Public Facilities:

The property in question is currently served by all city services. Change in Zoning will not affect the availability or adequacy of existing public services and facilities.

3. Present & Future Transportation Patterns:

Staff finds that the proposed ma amendment/zoning reclassification will not affect present or future transportation patterns in the area.

Reclassification Findings Cont.

4. Compatibility with Existing and Proposed Development for the Area:

The area in question is currently zoned R-S (Suburban Residential). However, as mentioned in the report, there are adjacent parcels zoned B-L (Local Business). Staff finds that the rezoning of the parcel in question would provide continuity with the neighboring zoning of B-L and R-U.

2. Relationship of the Proposed Amendment to the Local Jurisdiction's Plan:

The proposed zoning change is consistent with the current and future uses contemplated by the 2013 Comprehensive Plan for the area. Supporting Local Businesses is a key factor in supporting Economic Development in the region, as dictated in the City's Comprehensive Plan.

File Attachments for Item:

1. Resolution R2022-07 ANNEX (*2nd and 3rd readings*) - to annex land located along the east side of Messick Road and the north side of Starlight Drive and Limestone Road in Allegany County, MD, Election District No. 16, consisting of 37.69 acres +/- and owned by the Cumberland Economic Development Corporation

- ANNEXATION RESOLUTION NO. R2022-07 ANNEX -

A RESOLUTION OF MAYOR AND CITY COUNCIL OF CUMBERLAND, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND, ENLARGING ITS CORPORATE BOUNDARIES BY ANNEXING LAND CONTIGUOUS TO AND ADJOINING UPON THE SAID BOUNDARIES, THE SAID LAND BEING LOCATED ALONG THE EAST SIDE OF MESSICK ROAD AND THE NORTH SIDE OF STARLIGHT DRIVE AND LIMESTONE ROAD IN ALLEGANY COUNTY, MARYLAND ELECTION DISTRICT NO. 16 AND CONSISTING OF 37.69 ACRES, MORE OR LESS, THE SAID LAND BEING MORE PARTICULARLY DESCRIBED IN THE METES AND BOUNDS DESCRIPTION ATTACHED HERETO AS EXHIBIT A AND SHOWN ON ALLEGANY COUNTY PLAT RECORDS PLAT NO. 2503, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT B, BEING THE LAND DESCRIBED IN THE DEED FROM AVIRETT DEVELOPMENT COMPANY, LLC TO CUMBERLAND ECONOMIC DEVELOPMENT CORPORATION DATED MARCH 30, 2022 AND RECORDED AMONG THE LAND RECORDS OF ALLEGANY COUNTY, MARYLAND IN BOOK 2774, PAGE 491, AND BEING IDENTIFIED IN THE RECORDS OF THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION AS ALLEGANY COUNTY TAX ACCOUNT NO. 16-002348, THEREBY AMENDING THE CHARTER OF THE SAID MUNICIPAL CORPORATION AND PROVIDING FOR THE CONDITIONS AND CIRCUMSTANCES APPLICABLE TO THE PROPOSED CHANGES IN THE AFORESAID CORPORATE BOUNDARIES AND THE AMENDMENT OF THE AFORESAID CHARTER.

WHEREAS, pursuant to the authority of Article XI-E of the Constitution of the State of Maryland and Sections 4-401, *et seq.*, of the Local Government Article of the Annotated Code of Maryland, it is the intention of the Mayor and City Council of the City of Cumberland, Maryland to introduce and pass a resolution providing that present corporate limits of Mayor and City Council of Cumberland (the "City") as described in the Charter of the City of Cumberland (1991 Edition) be enlarged to include therein property within Allegany County, Maryland, as more particularly described in the metes and bounds description attached hereto as Exhibit A and as shown on Allegany County Plat Records Plat No. 2503, a copy of which is attached hereto as Exhibit B, (the said property hereinafter being referred to as the "Annexation Parcel"), which is contiguous and adjoining to the existing corporate limits of the City.

WHEREAS, the Annexation Parcel is located on the east side of Messick Road and the north side of Starlight Drive and Limestone Road, consists of 37.69 acres, more or less, and is described in the deed from Avirett Development Company, LLC to Cumberland Economic Development Corporation dated March 30, 2022 and recorded among the Land Records Of Allegany County, Maryland in Book 2774, Page 491, and is

identified in the records of the Maryland State Department of Assessments and Taxation as Allegany County Tax Account No. 16-002348.

WHEREAS, the annexation which is the subject of this Resolution does not create any unincorporated area which is bounded on all sides by real property presently within the corporate limits of the City, real property proposed to be within the corporate limits of the City as a result of the proposed annexation, or any combination of such properties.

WHEREAS, in accordance with Md. Local Gov't. Code Ann. § 4-403(b)(2), the City has obtained consent for the proposed annexation from the owners of not less than 25 percent of the assessed valuation of the real property located in the Annexation Parcel.

WHEREAS, no persons reside within the Annexation Parcel;

WHEREAS, Cumberland Economic Development Corporation, the sole owner of land subject to taxation in the area to be annexed, has consented to the proposed annexation under the terms of the letter from Matthew Miller, Executive Director of Cumberland Economic Development Corporation to Mayor and City Council of Cumberland dated August 9, 2022, a copy of which is attached hereto and incorporated by reference herein as Exhibit C.

WHEREAS, the Mayor and City Council of the City of Cumberland, Maryland have determined to initiate this Resolution to enlarge and extend the limits of the City to include the Annexation Parcel and to make applicable to that area all laws which are now in force and effect or which may hereafter be enacted by the Mayor and City Council of Cumberland, Maryland.

WHEREAS, in furtherance of the foregoing, upon the introduction of this Resolution, the City Administrator shall have caused a notice of the proposed enlargement of the City's corporate boundaries to be published not less than four (4) times, at weekly intervals, in the *Cumberland Times News*, a newspaper of general circulation in the City of Cumberland, Maryland, said notice describing the proposed enlargement (i.e., the Annexation Parcel) and conditions and circumstances applicable thereto and specifying the time, date and place at which the public hearing on the proposed annexation was held. Said public hearing was held on the _____ day of _____, 2022, at 6:15 p.m. in City Hall, Cumberland, Maryland, said date having been more than fifteen (15) days after the final publication of the newspaper notice.

WHEREAS, in furtherance of the foregoing, upon the introduction of this Resolution, the City Administrator

shall have caused notice to have been given to commercial property owners in the Annexation Parcel of all personal property taxes and fees to be imposed by the City and the date, time, and place of the aforesaid public hearing.

WHEREAS, immediately upon the first publication of the newspaper notice, the City Administrator caused a copy of it to be provided to the Board of County Commissioners of Allegany County, Maryland, the Allegany County Planning and Zoning Department, and the Maryland Department of Planning.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND:

SECTION 1. That there is hereby annexed into the corporate boundaries of Mayor and City Council of Cumberland, having been previously identified herein as the City, all that land contiguous and adjoining its current boundaries in Allegany County, Maryland located along the east side of Messick Road and the north side of Starlight Drive and Limestone Road in Election District No. 16, consisting of 37.69 acres, more or less, as more particularly and fully described in the deed from Avirett Development Company, LLC to Cumberland Economic Development Corporation dated March 30, 2022, and recorded among the Land Records Of Allegany County, Maryland in Book 2774, Page 491, by the metes and bounds description attached

hereto as Exhibit A and as shown on Plat No. 2503 of the Allegany County Plat Records, a copy of which is attached hereto as Exhibit B, the said land having been previously identified herein as the Annexation Parcel.

SECTION 2. The Annexation Parcel shall be zoned I-G (Industrial-General).

SECTION 3. The annexation of the Annexation Parcel shall be made subject to the terms and conditions set forth in the Annexation Plan attached hereto as Exhibit D.

SECTION 4. All provisions of the Constitution of Maryland, all laws of the State of Maryland applicable to the City of Cumberland, and all duly adopted provisions of the Charter of the City of Cumberland, the Code of the City of Cumberland and the ordinances of the City of Cumberland shall be, and hereby are, extended and made applicable to the Annexation Parcel and the inhabitants therein. Nothing herein or elsewhere in the Resolution shall affect the power of the Mayor and City Council of the City of Cumberland, Maryland to amend or to repeal any Charter provision, City Code provision or ordinance existing at the date of passage of this Resolution, or to enact and ordain any ordinance they are authorized to enact or ordain.

SECTION 5. This Resolution shall be and become effective the forty-sixth (46th) day after its passage unless

a petition for referendum in accordance with Md. Local Gov't. Code Ann. §§ 4-408 to 4-413 is submitted to the City Administrator within forty-five (45) days following its passage.

SECTION 6. Promptly, but no later than ten (10) days, after the effective date of this Resolution, the City Administrator of the City of Cumberland shall send a copy of this Resolution together with the new boundaries of the City of Cumberland to the City Clerk, the Clerk of the Circuit Court for Allegany County, Maryland and, as required by Md. Local Gov't. Code Ann. § 4-414, the Department of Legislative Services. Thereafter, the City Clerk shall hold this Resolution and make it available for inspection during all business hours.

INTRODUCED the ____ day of _____, 2022.

PASSED under our hands and seals at the City Hall, Cumberland, Maryland, this ____ day of _____, 2022, with the corporate seal of the City of Cumberland hereto attached, duly attested by the City Clerk.

Mayor and City Council of
Cumberland

Raymond M. Morriss, Mayor

ATTEST:

Allison K. Layton, City Clerk

First Publication Date:

Second Publication Date:

Third Publication Date:

Fourth Publication Date:

EXHIBIT A

ALL that piece or parcel of land being part of lands found as Avirett Development Company, LLC found in Liber 699, Folio 792 among the Land Records of Allegany County, Maryland, said lands being remainder lands as found on the Easterly side of Messick Road and Northerly side of Starlite Drive and Limestone Road, Cumberland, Allegany County, Maryland

BEGINNING for the same at a 5/8 inch iron bar with cap set at a steel T-Bar along the Easterly limits of Messick Road at the common Westerly corner with lands now or formerly Casey L. and Caitlin M. Shetler found in Liber 2516, Folio 484; thence binding with the common line with said Shetler

- 1) South 79 degrees 36 minutes 15 seconds East 220.23 feet to a 5/8 inch iron bar with cap set at the common corner with said Shetler lands and lands now or formerly John D. and Amy S. Shuman found in Liber 583, Folio 530; thence binding with the common lines with said Shuman lands the next seven bearings and distances
- 2) South 79 degrees 36 minutes 17 seconds East 29.44 feet to an 1 inch iron pipe found; thence with remnants of old wire fence the next 6 bearings and distances
- 3) South 78 degrees 43 minutes 48 seconds East 150.94 feet to a 5/8 inch iron bar found at the base of a fence rail; thence
- 4) South 70 degrees 32 minutes 29 seconds East 133.21 feet to a fence rail found; thence
- 5) South 67 degrees 48 minutes 49 seconds East 148.44 feet to a fence rail found; thence
- 6) South 63 degrees 33 minutes 06 seconds East 277.99 feet to a fence rail found; thence
- 7) South 64 degrees 41 minutes 01 seconds East 283.78 feet to a fence rail found; thence
- 8) South 60 degrees 11 minutes 57 seconds East 346.92 feet to a 5/8 inch iron bar with cap set at the base of fence post at the common Northerly corner with lands now or formerly Donald R. and Sandra J. Rose found in Liber 642, Folio 168; thence binding with common lines with said Rose lands the next two bearings and distances

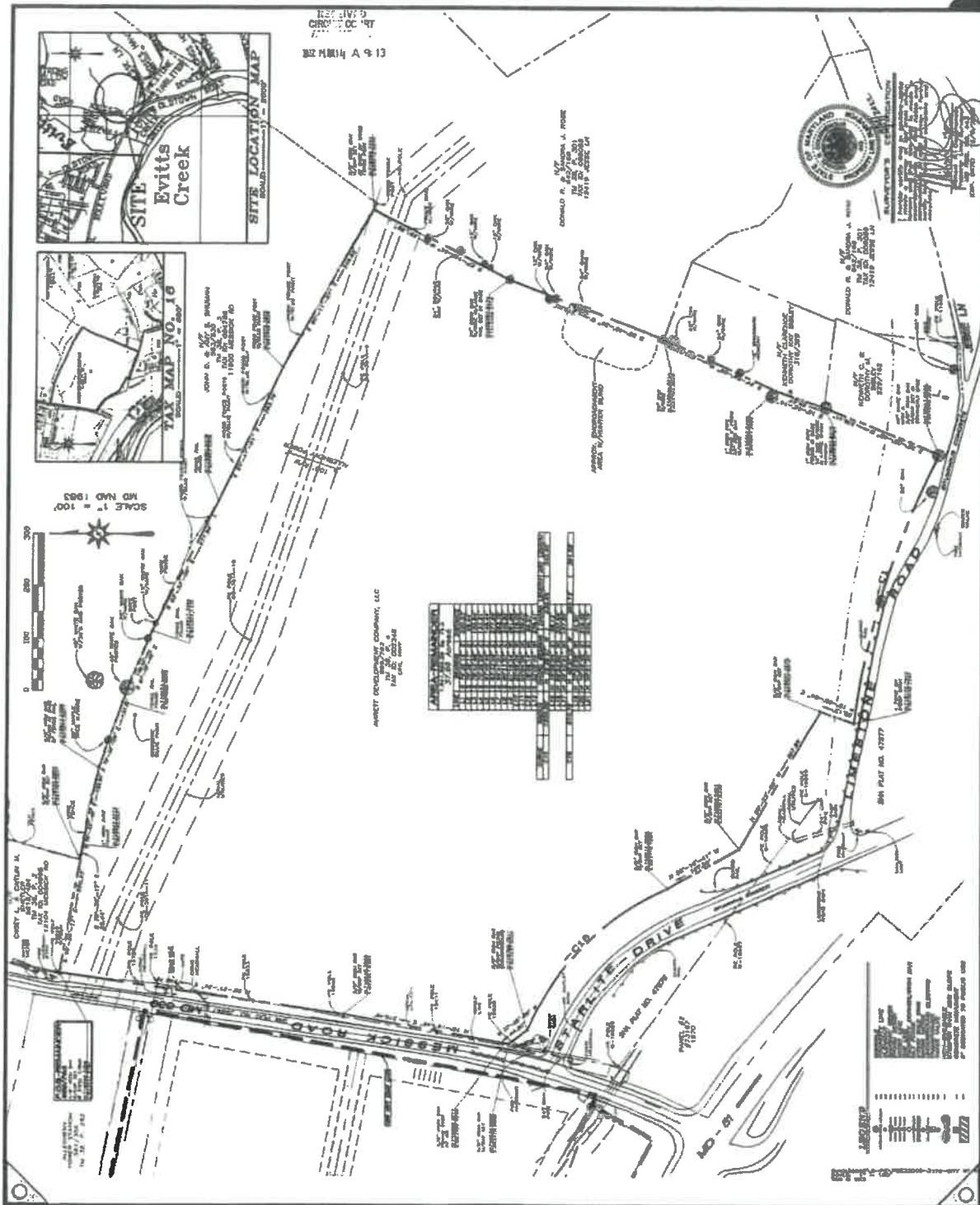
- 9) South 27 degrees 16 minutes 44 seconds West 291.89 feet to a 20 inch dead oak with wire and large nail set in base; thence
- 10) South 20 degrees 49 minutes 34 seconds West 315.06 feet to a 24 inch oak with wire at the common Northerly corner with lands now or formerly Kenneth Clarence and Dorothy Kay Sibley found in Liber 316, Folio 399; thence binding with said Sibley lands the next two bearings and distances
- 11) South 24 degrees 04 minutes 06 seconds West 239.03 feet to a 1 inch iron pipe found ± 5 feet from a 36 inch red oak with wire; thence
- 12) South 18 degrees 46 minutes 14 seconds West 99.27 feet to a 1 inch iron pipe found at the base of an 18 inch oak with wire and a large chain hanging at the common Northerly corner with lands now or formerly Kenneth C. and Dorothy M. Sibley found in Liber 229, Folio 162; thence binding with the common line with said Sibley
- 13) South 22 degrees 05 minutes 45 seconds West 239.41 feet to a 40 inch white oak with a 5/8 inch iron bar with cap set at the Southerly base, said 40 inch white oak being found along the Northerly limits of Limestone Road; thence binding with the said Northerly limits of said Limestone Road
- 14) With a curve to the left with a radius of 1500.00 feet and a Chord Bearing and Distance of North 72 degrees 38 minutes 57 seconds West 539.65 feet to a point on the steep bank; thence binding with the Maryland State Highway limits of said Limestone Road and Starlite Drive found on Plat Nos. 47876 and 47877 the next five bearing and distances
- 15) North 19 degrees 08 minutes 04 seconds East 68.13 feet to a 5/8 inch iron bar with cap set; thence
- 16) North 59 degrees 23 minutes 00 seconds West 307.96 feet to a 5/8 inch iron bar with cap set; thence
- 17) North 29 degrees 10 minutes 41 seconds West 157.55 feet to a 5/8 inch iron bar with cap set; thence
- 18) With a curve to the left with a radius of 510.76 feet and a Chord Bearing and Distance of North 45 degrees 37 minutes 19 seconds West 382.13 feet; thence

- 19) North 37 degrees 25 minutes 58 seconds West 44.50 feet to a 5/8 inch iron bar set at the intersection of the Northerly limits of Starlite Drive and the Easterly limits of said Messick Road; thence binding with the said Easterly right-of-way limits of Messick Road the next two bearings and distances
- 20) North 10 degrees 16 minutes 45 seconds East 319.42 feet to a 5/8 inch iron bar with cap set; thence
- 21) North 08 degrees 21 minutes 34 seconds East 549.78 feet to the point of beginning

Containing 1,641,565.89 square feet± or 37.69 acres± as surveyed by Coughenour Surveying March, 2022

IT BEING the same property described in the deed from Avirett Development Company, LLC to Cumberland Economic Development Corporation dated March 30, 2022, and recorded among the Land Records Of Allegany County, Maryland in Book 2774, Page 491.

No. 2503



PROPERTY SURVEY FOR CITY OF CUMBERLAND LOCATED AT MESSICK ROAD, STARLITE DRIVE, AND LESTER ROAD ALLEGANY COUNTY CUMBERLAND		COUGHENOUR SURVEYING P.O. BOX 509 BURLINGAME, MD 21220 PHONE NO. 301-771-7225 • CELL 301-497-1898	
DRAWING NUMBER: 1 OF 1		PROJECT NUMBER: 222003-3179	
DATE: 10/1/2003		SCALE: 1" = 100'	
PREPARED FOR: CUMBERLAND ECONOMIC DEVELOPMENT CORPORATION 100 PENNSYLVANIA STREET CUMBERLAND, MD 21502		CHECKED BY: [Signature] DATE: 10/1/2003	

MSA S1234-1971

P247061

ALLEGANY COUNTY, MD 21502-3179-CITY OF CUMBERLAND

Map 13-2003-3179

EXHIBIT C

CUMBERLAND ECONOMIC DEVELOPMENT CORPORATION
3 Pershing Street, Suite 105, Cumberland MD 21502
(301) 722-4173

Date: 8/9/2022

Mayor and City Council of Cumberland
c/o Michael Scott Cohen
City Solicitor
213 Washington Street
Cumberland, MD 21502'

Re: Annexation of 37.69 Acre Parcel (Tax ID No. 16-002348) Located Messick Road,
Cumberland, MD

Dear Mayor and City Council:

We have been informed that the City of Cumberland is ready to proceed with the annexation of the above-referenced parcel of land which is solely owned the Cumberland Economic Development Corporation ("CEDC"). The purpose of this letter is to advise you that the CEDC formally requests that the City annex this parcel into its municipal boundaries.

It is CEDC's understanding that, upon annexation, the subject parcel will become a part of the City and shall be subject to all of its ordinances, orders and regulations. It is also CEDC's understanding that the parcel will be zoned I-G (Industrial-General) upon annexation.

You may rely upon the consent to annexation set forth herein unless and until the CEDC provides the City with written notice of its intent to withdraw it. Such notice would be provided to the City Solicitor at the address set forth above.

I thank you for your consideration.

Best,



Matthew Miller
Executive Director
Cumberland Economic Development Corporation



EXHIBIT D

ANNEXATION PLAN PERTAINING TO THE PROPOSED ANNEXATION OF LAND BY THE CITY OF CUMBERLAND, MARYLAND

August 16, 2022

Pursuant to the provisions of Section 4-415 of the Land Use Article of the Annotated Code of Maryland, as amended, the following document constitutes a proposed Annexation Plan for the area proposed to be annexed into the corporate boundary of the City of Cumberland, Maryland, a municipal corporation, existing under and by virtue of the Laws of the State of Maryland. Municipal services will be provided to the area to be annexed on the same terms and conditions as provided to the other residents of the City of Cumberland. The property will be eligible to receive all city services upon the effective date of its annexation by the city. A copy of the Annexation Resolution is enclosed with this Annexation Plan.

Area To Be Annexed

The area to be annexed contains one parcel of land, found as Avirett Development Company, LLC, which encompasses approximately 37.69 acres, as described in the deed from Avirett Development Company, LLC to Cumberland Economic Development Corporation dated March 30, 2022 and recorded among the Land records of Allegany County, Maryland in Book 2774, Page 491. Said lands being remainder lands as found on the Easterly side of Messick Road and Northerly side of Starlite Drive and Limestone Road, Cumberland, Allegany County, Maryland, and being further identified as Allegany County Tax Account Number 16-002348. The entire area to be annexed is situated contiguous to and adjoining the corporate limits of the City of Cumberland and is more fully described and depicted in the Resolutions of Annexations.

Land Use and Zoning

The area to be annexed is currently zoned as Commercial land use by Allegany County. The property is located adjacent to highway commercial uses extending along MD Highway 51 within the City of Cumberland. The subject parcel is designated as a Priority Funding Area within Allegany County by the Maryland Department of Planning and is also located within the boundaries of the City and County's Enterprise Zone. A future industrial park is planned for the property. Accordingly, the City will designate the property as I-G (Industrial General), under Chapter 25 (Zoning) of the Cumberland City Code. It is the City's determination that the zoning classification as designated by the County and the proposed zoning in the City are consistent. The City's proposed zoning is also consistent with adjoining parcels along MD Highway 51 that are currently located within the City limits.

PUBLIC FACILITIES **SCHOOLS**

Allegany County, Maryland maintains the schools and it is not anticipated that any significant impact will occur to the Allegany County Public schools, which are located in the City of Cumberland. The property will not be developed for residential uses.

HEALTH FACILITIES

There is one hospital in the City of Cumberland, which are operated by the UPMC Western Maryland Health System. The City of Cumberland Fire Department provides full-time emergency medical services and provides an ambulance to service the property at Station #2, located at the intersection of Race Street and E. Third Street, which is within 1.5 miles of the property to be annexed.

LIBRARY

The annexation will have no adverse impact upon the library services provided by the two county owned libraries in the City. The property will not be developed for residential uses.

FIRE

The scope of this annexation will have no adverse impact upon the full-time City of Cumberland Fire Department. The city maintains a fire station (Station #2) at 300 E. Third Street, which is within 1.5 miles of the property to be annexed.

PUBLIC SAFETY – POLICE

The City of Cumberland maintains a public police department with 51 sworn officers and 56 total employees. The annexation will have no adverse impact upon the department's public safety function.

RECREATIONAL FACILITIES

The annexation will have no adverse impact upon the City's Park and Recreation facilities. The property will not be developed for residential uses.

PUBLIC UTILITIES

The proposed area of annexation is not currently provided public water and sewer service with the City of Cumberland. The property is located within a Priority Funding Area. The City is working to acquire a grant to provide financial assistance for the specific public facility improvements that are being undertaken by the City to ensure adequate service to the property. Additional details are outlined below.

WATER SUPPLY

The city-owned Water Treatment Facility located in Bedford County, PA supplies water to the City and the immediate surrounding area. The facility consists of a total capacity of 3.2 billion gallons in reservoirs in a 4,000-acre watershed. A 20-inch water main crosses the property parallel to Highway 51, which provides water service to the Mexico Farms neighborhood farther to the South. The City is planning to construct a 12" line to service the proposed Industrial Park for the property. The city has adequate reserve capacity in the water system to service the proposed annexation.

SEWERAGE

As mentioned above, this site does not currently have water or sewer service, and the City will be undertaking work to construct the planned 18" sewer line to serve the proposed Industrial Park. Sufficient capacity exists within the system to accommodate the development of the property. Recent upgrades to existing infrastructure in the area have been completed to address other system deficiencies that the City had experienced in the neighboring area.

**DESCRIPTION FOR REMAINDER LANDS OF
LIBER 699, FOLIO 792 – EAST SIDE OF MESSICK ROAD**

ALL that piece or parcel of land being part of lands found as Avirett Development Company, LLC found in Liber 699, Folio 792 found among the Land Records of Allegany County, Maryland, said lands being remainder lands as found on the Easterly side of Messick Road and Northerly side of Starlite Drive and Limestone Road, Cumberland, Allegany County, Maryland

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- 7) South 64 degrees 41 minutes 01 seconds East 283.78 feet to a fence rail found; thence
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- 10) South 20 degrees 49 minutes 34 seconds West 315.06 feet to a 24 inch oak with wire at the common Northerly corner with lands now or formerly Kenneth Clarence and Dorothy Kay Sibley found in Liber 316, Folio 399; thence binding with said Sibley lands the next two bearings and distances
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- 14) With a curve to the left with a radius of 1500.00 feet and a Chord Bearing and Distance of North 72 degrees 38 minutes 57 seconds West 539.65 feet to a point on the steep bank; thence binding with the Maryland State Highway limits of said Limestone Road and Starlite Drive found on Plat Nos. 47876 and 47877 the next five bearing and distances
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of said Messick Road; thence binding with the said Easterly right-of-way limits of Messick Road the next two bearings and distances

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Containing 1,641,565.89 square feet± or 37.69 acres± as surveyed by Coughenour Surveying March, 2022.

Avirett-city of cumb.des2022

9 March 2022

File Attachments for Item:

. Ordinance 3935 (*1st reading*) - authorizing the amendment of Sections 16-1 through 16-6 of the Code of the City of Cumberland for the purpose of updating pay grades

ORDINANCE NO. 3935

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, ENTITLED, "AN ORDINANCE TO REPEAL AND REENACT WITH AMENDMENTS SECTIONS 16-1 THROUGH 16-6 OF THE CODE OF THE CITY OF CUMBERLAND (1991 EDITION), FOR THE PURPOSE OF UPDATING EMPLOYEE PAY GRADES."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that Sections 16-1 of the Code of the City of Cumberland (1991 Edition) be and are hereby repealed and reenacted as follows:

16-1. Pay Grades - AFSCME Employees

The following pay grades shall apply for all City employees who are, as of the effective date of this section, represented by the American Federation of State, County and Municipal Employees (AFSCME) No. 553:

(a). General Trades and Labor

Arborist I	7
Arborist II	8
Auto Technician – Entry Level	7
Auto Technician I	8
Auto Technician II	9
Facilities Technician – Entry Level	6
Facilities Technician I	7
Facilities Technician II	8
HVAC Mechanic	11
Journeyman Electrician	11
Plant Electrician	11
Lead Utilities Technician	9
Meter Technician Coordinator	8
Parking Meter Supervisor	8
Pipe Technician - Entry Level	6

Pipe Technician I	7
Pipe Technician II	8
Pipe Technician III	9
Plant Technician - Entry Level	6
Plant Technician I	7
Plant Technician II	8
Plant Technician III	10
Public Works Technician - Entry Level	6
Public Works Technician I	7
Public Works Technician II	8
Service Technician - Entry level	6
Service Technician I	7
Service Technician II	8

(b). Clerical, IT, and Administrative

Accounting Associate I	6
Accounting Associate II	7
Accounting Associate III	8
Accounting Clerk	8
Accounting Specialist	9
Administrative Associate I	7
Administrative Associate II	9
Codes Technician	9
Contracts Administration Officer	10
Engineering Technician I	9
Fire Administrative Officer	9
Laboratory Technician, Water Reclamation	9
Police Records Specialist	7

16-2. Pay Grades - UFCW Employees / Law Enforcement Officers

The following pay grades shall apply for all City employees who are, as of the effective date of this section, represented by the United Food and Commercial Workers (UFCW), Local 1994 and/or who are law enforcement officers:

Police Patrolman Entry	9
Police Officer	9
Police Corporal	11
Police Sergeant	12

16.3 Pay Grades - International Association of Fire Fighters (IAFF) Local #1715 / Firefighters

*(*Denotes an FLSA-exempt position unless covered by a collective bargaining agreement)*

Firefighter / EMT - B/I/P	9
Fire Equipment Operator / EMT - B/I/P	10
Fire Lieutenant / EMT - B/I/P	12

16.4 Pay Grades - Employees Not Represented by a Collective Bargaining Unit

*(*Denotes an FLSA-exempt position unless covered by a collective bargaining agreement)*

Accountant	11*
Accounting Supervisor	13*
Administrative Associate I	7
Administrative Associate II	9
Assistant to the City Clerk	7
Central Services Maintenance Coordinator	15*
Citizen Service Representative	10*
City Comptroller	18*
Codes Compliance Manager	14*

Codes Compliance Officer	11*
Community Development Generalist	10*
Community Development Specialist - Senior	14*
Downtown Development Commission - Executive Director	12*
Fire Deputy Chief	16*
Fire Battalion Chief	15
Fire Captain	14
Fire Marshall	15
Economic Development Specialist	12
Economic Development Corporation Executive Director	17*
Engineering – Director of Engineering and Utilities	18*
Engineering - GIS Specialist	11
Engineering – Senior Engineer	14*
Engineering – Project Engineer	13*
Engineering – Deputy Director	16*
Engineering - Specialist	12
Environmental Specialist	14*
GIS Specialist	11
Historic Planner / Preservation Coordinator	14*
Human Resources Associate	10
Human Resources Officer	12*
Information Technologies Director	17*
Cybersecurity Manager	15*
Information Technologies Specialist	13*
Mall Maintenance Manager	7
Parks and Recreation Director	14*
Police Captain	16*
Police Lieutenant	14*
Vehicle Maintenance - Fleet Manager	13*

Public Works Director	17*
Sewer and Flood Control Coordinator	12*
Sewer and Flood Superintendent	15*
Streets and Public Properties Maintenance Coordinator	12*
Streets and Public Properties Superintendent	15*
Utilities - Deputy Director	16*
Water Reclamation Facility Superintendent	15*
Water Distribution and Technical Services Coordinator	12*
Water Distribution and Technical Services Superintendent	15*
Water Filtration Plant Coordinator	12*
Water Filtration Plant Superintendent	15*
Water Reclamation Facility Coordinator	12*

Section 16.5 Compensation Plan Generally

(a) The City Administrator shall, when necessary, make recommendations to the Mayor and City Council for changes in base and maximum salaries for each class or position in the Classified Service, as established by the compensation plan adopted by the Mayor and City Council and set out in this Chapter. Provisions shall be made for in-grade salary increases for each class or position until the maximum salary is attained. The supervisor and the appointing authority of the employee concerned shall certify to the City Administrator, through the Human Resources Officer, that the employee has performed his duties satisfactorily for the preceding year.

(b) No employee in the Classified Service shall be paid a salary less than the established minimum nor greater than the maximum rates fixed in the compensation plan for the position they hold.

(c) The compensation plan shall take effect by Ordinance of the Mayor and City Council. The Mayor and City Council shall not increase or decrease salaries of individual employees but shall fix salaries only by amendment to the compensation plan by Ordinance.

(d) The following compensation plan shall be effective from the date of its passage and shall constitute the compensation plan applicable to all employees identified in the preceding section of this chapter. It shall remain in force and effect until such time as it is amended by Ordinance of the Mayor and City Council.

Grade	Base/Minimum Salary	Midpoint	Maximum Salary
18			
17			
16			
15			
14			
13			
12			
11			
10			
9			
8			
7			
6			

Grade	Base/Minimum Salary	Midpoint	Maximum Salary
18	\$86,499	\$119,801	\$153,153
17	\$78,635	\$108,910	\$139,184
16	\$71,486	\$99,008	\$126,530
15	\$64,987	\$90,007	\$115,027
14	\$59,059	\$81,825	\$104,570
13	\$53,708	\$74,386	\$95,063

12	\$48,825	\$67,623	\$86,420
11	\$44,386	\$61,475	\$78,563
10	\$40,351	\$55,886	\$71,421
9	\$36,683	\$50,806	\$64,929
8	\$33,348	\$46,187	\$59,026
7	\$30,316	\$41,988	\$53,659
6	\$27,560	\$38,171	\$48,781

(e) Full-time, Seasonal, temporary and part-time employees shall receive pay in accordance with the greater of the State or Federal minimum rate or other rates established by the fiscal year budget.

Section 16-6. Compensation of Board of Zoning Appeals, Officers.

(a) The Mayor and City Council may compensate the members of the Board of Zoning Appeals at such rates as established by the order.

(b) The compensation for the City Administrator, City Clerk/Assistant City Administrator, Director of Administrative Services, Chief of the Fire Department and Chief of the Police Department shall be as is set forth in their respective employment contracts or by Order passed by the Mayor and City Council.

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

Passed this _____ day of _____, 2021

MAYOR

ATTEST:

CITY CLERK

File Attachments for Item:

. Order 27,128 - authorizing the execution of an Assignment and Assumption of Parking Lease transferring right, title and interest from EII Cumberland Associates, LLC to State Frederick, LLC

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

ORDER NO. 27,128

DATE: November 15, 2022

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

WHEREAS, the Mayor and City Council of Cumberland (City) are Landlords of the One Frederick Street Parking Garage under the Parking Lease dated May 21, 1997 and amended May 19, 2016 between the City and EII Cumberland Associates, LLC, and

WHEREAS, EII Cumberland Associates, LLC, desires to assign, transfer, set over and convey to State Frederick LLC all of EII Cumberland's right, title and interest in and to that original Parking Lease dated May 21, 1997;

NOW THEREFORE, BE IT ORDERED, that the Mayor be and is hereby authorized to execute an Assignment and Assumption of Parking Lease setting forth terms for the assignment and assumption of said Parking Lease from EII Cumberland Associates, LLC to State Frederick, LLC.

Raymond M. Morriss, Mayor

ASSIGNMENT AND ASSUMPTION OF PARKING LEASE

This instrument is executed and delivered as of the ____ day of _____, 2022 by and between **EII CUMBERLAND ASSOCIATES, LLC**, a Delaware limited liability company (“Seller”), and **STATE FREDERICK LLC**, a Delaware limited liability company (“Buyer”) pursuant to that certain Purchase and Sale Agreement effective as of September 28, 2022 (together with all amendments thereto, the “Contract”) by and between Seller and JWCM GSA Portfolio 1, LLC, a Delaware limited liability company (“Original Purchaser”), as assigned by Original Purchaser to Buyer pursuant to that certain Assignment and Assumption of Purchase and Sale Agreement dated _____, 2022, covering the real property described in Exhibit A attached hereto. The date hereof is the “Closing Date” under the Contract.

1. Assignment of Parking Lease. For good and valuable consideration, Seller hereby assigns, transfers, sets over and conveys to Buyer all of Seller’s right, title and interest in and to that certain Parking Lease dated May 21, 1997, as amended by First Amendment to Parking Lease dated January 5, 2016 and Second Amendment to Parking Lease dated May 19, 2016 (the “Parking Lease”), between Seller, as Tenant, and Mayor and City Council of Cumberland, as Landlord.

2. Assumption. Buyer, for itself and its successors or assigns, hereby assumes the obligations of Seller under the Parking Lease arising from and after the Closing Date and shall defend, indemnify and hold harmless Seller from and against any liability, damages, causes of action, expenses, and attorneys’ fees incurred by Seller by reason of the failure of Buyer to fulfill, perform, discharge, and observe its obligations with respect to the Parking Lease arising on and after the Closing Date. Seller shall defend, indemnify and hold harmless Buyer from and against any liability, damages, causes of action, expenses, and attorneys’ fees incurred by Buyer by reason of the failure of Seller to fulfill, perform, discharge, and observe its obligations with respect to the Parking Lease arising before the Closing Date.

3. Agreement Applies. The covenants, agreements, representations, warranties, releases, indemnities and limitations provided in the Contract with respect to the rights conveyed hereunder (including, without limitation, the limitations of liability provided in the Contract), are hereby incorporated herein by this reference as if herein set out in full and shall inure to the benefit of and shall be binding upon Buyer and Seller and their respective successors and assigns.

4. Counterparts. This instrument may be executed in multiple counterparts, each of which shall constitute an original and all of which when taken together shall constitute one instrument. Delivery of an executed counterpart of this Amendment by facsimile transmission or other electronic means (such as e-mail) to the other party shall constitute good and valid delivery for all purposes.

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned have caused this Assignment and Assumption of Parking Lease to be executed as of the date written above.

SELLER:

EII CUMBERLAND ASSOCIATES, LLC,
a Delaware limited liability company

By: _____
Name: Lee M. Elman
Title: Managing Member

BUYER:

STATE FREDERICK LLC
a Delaware limited liability company

By: _____
Name:
Title:

As Landlord under the Parking Lease, the undersigned hereby consents to the foregoing assignment and assumption

Witness:

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____
Name:
Title:

EXHIBIT A
LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Allegany, State of Maryland, and is described as follows:

ALL THAT LOT, PIECE OR PARCEL OF LAND, SITUATED, LYING AND BEING ON THE EASTERLY SIDE OF NORTH MECHANIC STREET, IN THE CITY OF CUMBERLAND, ELECTION DISTRICT NO. 4, ALLEGANY COUNTY, MARYLAND.

BEGINNING FOR THE SAME AT A PK NAIL SET ON THE EASTERLY LIMITS OR NORTH MECHANICS STREET, SAID PK NAIL REFERENCED NORTH 19 DEGREES 10 MINUTES 25 SECONDS WEST 173 FEET FROM A DRILL HOLE SET IN THE CONCRETE SIDEWALK, THENCE BINDING ON THE EASTERLY MARGIN OF NORTH MECHANIC STREET, 1) NORTH 19 DEGREES 10 MINUTES 25 SECONDS WEST 109.31 FEET TO A DRILL HOLE SET IN CONCRETE SIDEWALK, THENCE 2) NORTH 36 DEGREES 49 MINUTES 26 SECONDS EAST 15.64 FEET TO A DRILL HOLE SET ON THE SOUTHEASTERLY MARGIN OF FREDERICK STREET; THENCE BINDING ON THE SOUTHEASTERLY LIMITS, 3) NORTH 70 DEGREES 49 MINUTES 35 SECONDS EAST 110.23 FEET TO A DRILL HOLE SET IN THE CONCRETE SIDEWALK; THENCE LEAVING AFOREMENTIONED LIMITS AND RUNNING, 4) SOUTH 27 DEGREES 54 MINUTES 36 SECONDS EAST 25.05 FEET TO A PK NAIL SET; THENCE 5) SOUTH 19 DEGREES 10 MINUTES 25 SECONDS EAST 93.30 FEET TO A PK NAIL SET; THENCE 6) SOUTH 70 DEGREES 49 MINUTES 35 SECONDS WEST 127.00 FEET TO A PK NAIL AND THE PLACE OF BEGINNING, CONTAINING .034 ACRES, MORE OR LESS.

File Attachments for Item:

. Order 27,129 - accepting the proposal of Atlantic Emergency Solutions to provide one (1) 2023 Pierce Saber Fire Engine, that includes equipment and mounting of equipment for a total delivered price not to exceed \$716,838

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

ORDER NO. 27,129

DATE: November 15, 2022

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

THAT, the Sole Source purchase of one (1) 2023 Pierce Saber Fire Engine, Custom Stock Pumper Job #38824 from Atlantic Emergency Solutions, 12351 Randolph Ridge Lane, Manassas, VA, 20109, in the not-to-exceed amount of Seven Hundred Sixteen Thousand Eight Hundred Thirty Eight Dollars and No Cents (\$716,838), be and is hereby approved; and

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

Raymond M. Morriss, Mayor

Budget:
Fire Department FY23

Council Agenda Summary

Meeting Date: November 15, 2022
Key Staff Contact: Fire Chief Shannon Adams
City Administrator Jeff Silka

Item Title: *Purchase One (1) 2023 Pierce Saber Fire Engine*

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

Recommendation to accept the proposal of Atlantic Emergency Solutions, 12351 Randolph Ridge Lane, Manassas, Virginia 20109 to provide one (1) 2023 Pierce Saber Fire Engine, Custom Stock Pumper Job #38824, that includes equipment and mounting of equipment for a total delivered price of \$716,838.00.

Due to the critical and emergent need to replace fire apparatus, on October 4, 2022, the Mayor and City Council authorized the City Administrator and Fire Chief to find and enter into a purchase agreement as soon as possible.

Sole source: Pierce Manufacturing is the only company that was able to meet our crucial timeframe to purchase a stock engine pumper already on the assembly line.

The Pierce Saber Pumper will be delivered in May, 2023.

Amount of Award: *\$716,838.00*

Budget number: *FY2023:*

Grant, bond, etc. reference: *Municipal Bond*



9/28/2022

Atlantic Emergency Solutions and Pierce Manufacturing are pleased to present City of Cumberland Fire Department with the following proposal. The Atlantic Emergency Solutions team prides us with service after the sale. Your Atlantic Service Center is located nearby in Washington County Maryland.

Please see our proposals for a new 2023 Custom Stock Pumper Job #38824. This current spec is priced at **\$716,838.00**. This price includes a final inspection trip for 3 department members. Atlantic Emergency Solutions will also supply free weekly photo reports of your truck being built. Atlantic Emergency Solution also offers a 1-day training class at your station to train all personnel that will be riding and operating this new truck. This training will be conducted by a qualified representative.

AES also offers free pick-up and delivery service for any future service needs.

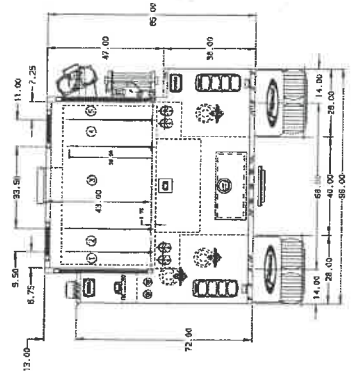
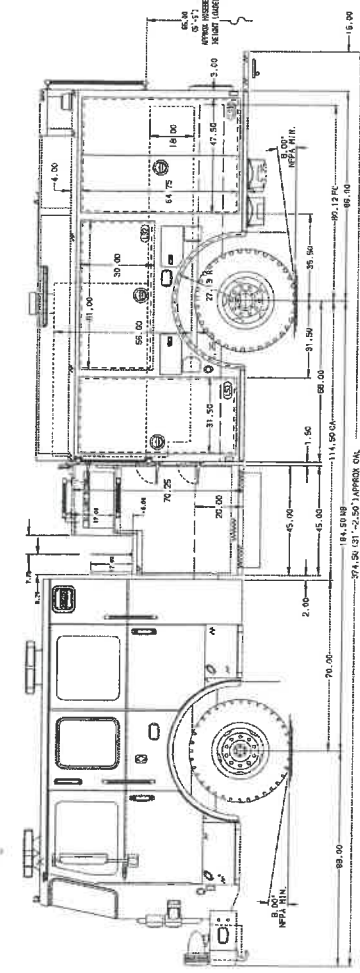
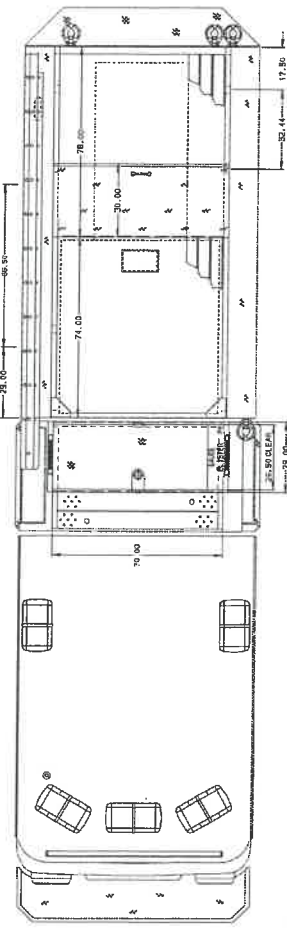
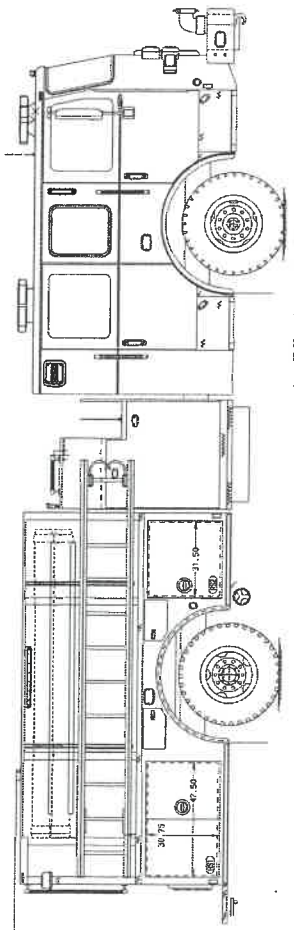
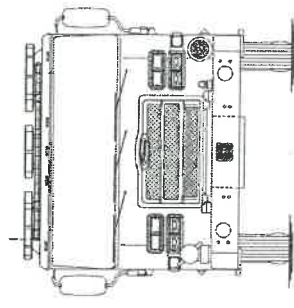
Proposal price good for 30 days. This current Job #38824 is due to be completed on 5/15/2023. This proposal is based on the unit not being sold before any acceptance.

Please feel free to contact me anytime.

Thank you!

Rodney Guessford

rguessford@atlanticemergency.com
240-527-7044



- NOTES:
- 1. 100" OF 1.5" PNEUMATIC HOSE
 - 2. 100" OF 2.5" PNEUMATIC HOSE
 - 3. 100" OF 3.5" PNEUMATIC HOSE
 - 4. 100" OF 4.5" PNEUMATIC HOSE
 - 5. 100" OF 5.5" PNEUMATIC HOSE

ALUMINUM BODY (FRONTAL IMPACT PROTECTION) (MAXIMUM O.A.H. 118.00")

NOTE:
DIMENSIONS SHOWN ARE APPROXIMATE
DIMENSIONS SHOWN ARE APPROXIMATE
AS MAXIMUM OR DE NECESSARY IN
CONSTRUCTION.
MINOR DETAILS NOT SHOWN.

CUSTOMER APPROVAL		Pierce Pumper Approval Drawing		JOB NO.	PRELIM
APPROVED BY:	DATE:	CHANGES	DATE	SCALE	DATE
		1. 1.24	210221		
		Pierce Pumper Approval Drawing			
		FOR BID 1199			
		Dwg No. 04-9983			
		SABER ERI NO.			
		SHEET NO.		1 of 1	



This purchase agreement (together with all attachments referenced herein, collectively, the "Agreement"), made and entered into by and between Atlantic Emergency Solutions, Inc., a Virginia corporation ("Atlantic"), and City of Cumberland ("Customer") is effective on the last signature date set forth on the signature lines below (the "Effective Date").

1. Purchase and Payment. Customer agrees to purchase and Atlantic agrees to sell to Customer the fire apparatus (and any associated equipment) furnished by Atlantic to Customer (hereinafter referred to, collectively, to as the "Apparatus") as more fully described in the specifications attached hereto as Exhibit A (the "Specifications") and incorporated herein for the total purchase price of \$616,838.00 USD (the "Purchase Price"). Payment shall be made as set forth on Exhibit A. In the event of a conflict between the Specifications and any request for proposal, request for bid, or other Customer provided or drafted documents, the Specifications shall control.

2. Changes to Specifications. If, subsequent to the Effective Date of this Agreement: 1) the manufacturer of the Apparatus (or a manufacturer of a component therein) makes design and/or production changes, including, but not limited to future drivetrain upgrades (such as engine, transmission or axle upgrades) ("Manufacturer Modifications"); or 2) design or production changes are made to the Apparatus to comply with any applicable government regulation (such as the Federal Motor Vehicle Safety Standards or the Environmental Protection Agency Emissions Standards) or industry standards (such as those adopted by the National Fire Protection Association) (cumulatively referred to hereinafter as "Compliance Modifications"), and if there is an increase in costs to Atlantic as a result of Manufacturer Modifications or Compliance Modifications, the Purchase Price shall be automatically adjusted to reimburse Atlantic for said costs. Atlantic shall make reasonable efforts to advise the Customer of such changes within a reasonable time and provide documentation to support any changes in price to Customer upon request. In addition, Customer and Atlantic may agree to make changes to the Specifications, but any such changes must be by written change order signed by Customer and Atlantic ("Change Order"). However, in the case of Manufacturer Modifications or Compliance Modifications resulting in additional costs to Atlantic, Atlantic may execute Changes Orders without joinder of Customer, and any such Change Orders shall be binding on Customer. Atlantic shall not be liable to Customer for any delay in performance or delivery arising from any Change Order.

3. Cancellation or Default by Customer. In the event that Customer cancels its order or otherwise breaches this Agreement by reason of non-payment or otherwise prior to delivery, Atlantic shall be permitted to retain possession and ownership of the Apparatus and shall not be obligated to deliver same to Customer. In addition, Atlantic and Customer agree that if such Customer breach were to occur, it would be difficult to determine actual damages to Atlantic. Customer acknowledges and agrees that: 1) the Apparatus is a unique and highly customized vehicle, made specifically for Customer; 2) Atlantic has invested a significant effort and incurred significant expense in the design and engineering of the Apparatus for Customer; and 3) due to its unique and customized nature, resale of the Apparatus will be difficult to a third-party without a significant loss to Atlantic. As a result, Atlantic and Customer agree that Thirty Percent (30%) of the Purchase Price is a reasonable estimate of the damages that would be incurred by Atlantic if a breach occurred in the future and shall be due and payable to Atlantic by Customer in the case of such a breach. Customer and Atlantic agree that this amount of liquidated damages is fair and reasonable and would not constitute a penalty to Customer. In the event of non-payment by Customer subsequent to delivery, Atlantic may recover full possession of the Apparatus by any lawful means and shall be entitled to any additional damages sustained by Atlantic as a result of any diminution of value of the Apparatus resulting from use or damage thereto to the extent that such damages exceed the liquidated damages above. Atlantic shall have and retain a purchase money security interest in the Apparatus to secure payment of the Purchase Price and all other sums owed by Customer to Atlantic. In the event of nonpayment by Customer of any debt, obligation or liability now or hereafter incurred or owing by Customer to Atlantic, Atlantic shall have and may exercise all rights and remedies of a secured party under the Uniform Commercial Code Secured Transactions (UCC) provisions as adopted by the Commonwealth of Virginia. In addition, Atlantic shall be entitled to recovery from Customer all of Atlantic's reasonable attorneys' fees and all costs of collection resulting from non-payment or other non-performance hereunder by Customer.

4. Delivery, Inspection and Acceptance. (a) Delivery. It is estimated that the Apparatus shall be ready for delivery F.O.B. (Atlantic Emergency Solutions 10233-A Governor Lane Blvd. Williamsport, Maryland 21795) within 240 days from the Effective Date of this Agreement, subject to delays caused by the Customer, delays caused by Change Order(s) or delays provided for in Paragraph 10 below. The stated delivery date is an estimate only and not guaranteed. Atlantic shall advise Customer when the Apparatus is ready for delivery. (b) Inspection and Acceptance. Upon delivery, Customer shall have fifteen (15) days within which to inspect the Apparatus for substantial conformance to the Specifications. In the event of substantial and material non-conformance to the Specifications, Customer shall furnish Atlantic with written notice sufficient to permit Atlantic to evaluate such non-conformance ("Notice of Defect") within said fifteen (15) day period. If the Apparatus is not in substantial and material

conformance with the Specifications, any material and substantial defects shall be remedied by Atlantic within thirty (30) days from the Notice of Defect. In the event Atlantic does not receive a Notice of Defect within fifteen (15) days of Delivery, the Apparatus shall be deemed to be in conformance with the Specifications and fully accepted by Customer.

5. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: 1) hand delivery; 2) registered, express, or certified mail, postage prepaid, return receipt requested; or 3) nationally-recognized commercial overnight courier.

Atlantic Emergency Solutions, Inc.
Director of Order Management
12351 Randolph Ridge Lane
Manassas, Virginia 20109

Customer
City of Cumberland
57 North Liberty Street
Cumberland, MD 21502

6. Warranty. Any applicable warranty or warranties are attached hereto as Exhibit B (collectively, the “Warranty”) and made a part hereof. Any additional warranties must be expressly approved in writing by Atlantic.

7. Disclaimer of Additional Warranties. OTHER THAN AS EXPRESSLY SET FORTH IN PARAGRAPH 6 ABOVE AND EXHIBIT B TO THIS AGREEMENT, ATLANTIC (AS WELL AS ITS SUPPLIERS), THEIR PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES MAKE NO WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE. FURTHERMORE, ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF QUALITY, IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. CUSTOMER FURTHER ACKNOWLEDGES THAT STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

8. Exclusions of Incidental and Consequential Damages. IN NO EVENT SHALL ATLANTIC (OR ITS SUPPLIERS) BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES INCURRED BY CUSTOMER (INCLUDING, BUT NOT LIMITED TO LOSS OF USE AND/OR LOST PROFITS) AS A RESULT OF ANY BREACH OF THIS AGREEMENT, WHETHER ARISING UNDER THEORIES OF BREACH OF CONTRACT, STRICT LIABILITY, STATUTORY LIABILITY, BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE.

9. Indemnity. To the extent permitted by law, Customer shall indemnify, defend and hold harmless Atlantic and all of its officers, directors, employees, representatives, dealers, agents and subcontractors, from and against any and all claims, costs, judgments, liability, loss, damage, attorneys’ fees or expenses of any kind or nature whatsoever (including, but without limitation, relating to personal injury or death) caused by, resulting from, arising out of or occurring directly or indirectly in connection with Customer’s purchase, operation, ownership, installation or use of any items (including, without limitation, the Apparatus) sold or supplied by Atlantic, except only to the extent caused by the sole negligence of Atlantic.

10. Force Majeure. Atlantic shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Atlantic’s control which make Atlantic’s performance impracticable, including but not limited to, wars (declared or not), terrorism, insurrections, strikes, riots, fires, hurricanes, storms, floods, earthquakes, other acts of nature, acts of God, explosions, accidents or mechanical breakdown, acts of sabotage or vandalism, any acts of government authority, delays or failures in transportation, inability to obtain necessary labor supplies, inability to utilize manufacturing facilities, regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

11. Manufacturer’s Statement of Origin. It is agreed that the manufacturer’s statement of origin (“MSO”) for the Apparatus covered by this Agreement shall remain in the possession of Atlantic until the entire Purchase Price has been paid. If more than one Apparatus is covered by this Agreement, then the MSO for each individual Apparatus shall remain in the possession of Atlantic until the Purchase Price for that Apparatus has been paid in full.

12. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

13. Severability. If any provision, or part hereof, of this Agreement shall be declared invalid by judicial determination or legislative action, only such provision, or part thereof, so declared invalid shall be affected, and all other provisions not consistent therewith or directly dependent thereon shall remain in force and effect.

14. Governing Law: Jurisdiction. Without regard to any conflict of law provisions, this Agreement is to be governed by and under the laws of the Commonwealth of Virginia. Atlantic and Customer further agree that the York County Circuit Court located in the Commonwealth of Virginia shall be the exclusive venue in the event of any litigation relating to this Agreement and/or the Apparatus.

15. Entire Agreement and Amendments. This Agreement constitutes the sole and only agreement between Atlantic and Customer relating to the Apparatus and supersedes any prior understanding or written or oral agreements between the parties relating to the Apparatus. No amendment, modification or alteration of the terms hereof shall be binding unless the same is executed in writing, dated subsequent to the date hereof and duly executed by Atlantic and Customer.

16. Waiver. The waiver of any breach of any term or provision hereof by either party hereto shall not be considered a waiver of any other term or provision or of any other or later breach of this Agreement, regardless of the nature of such subsequent event or breach, unless such waiver is expressly stated in writing by an authorized representative of the waiving party.

17. Captions; Counterparts. The captions and paragraph numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor to in any way affect this Agreement or the interpretation or application thereof. This Agreement may be executed in duplicate counterparts which, when taken together, shall constitute one and the same Agreement.

Accepted and agreed to by:

ATLANTIC EMERGENCY SOLUTIONS, INC.

Name: Jack Jackson

Title: Director of Order Management

Date: 10/10/2022

CUSTOMER: City of Cumberland

Name: [Signature]

Title: City Admin Ltr

Date: 10-01-22

EXHIBIT A

**SPECIFICATIONS AND
PURCHASE DETAIL FORM**
Atlantic Emergency Solutions, Inc.
Director of Order Management
12351 Randolph Ridge Lane
Manassas, Virginia 20109
Fax (703) 257-2572

Date: 10/5/2022

Customer Name: City of Cumberland

Quantity	Chassis Type	Body Type	Price per Unit
1	Saber	Stock Pumper #38824	\$616,838.00
1	Equipment Allowance		\$75,000.00
			\$
			\$
			\$

Payment Terms: Full payment of \$691,838.00 due upon final inspection.

Other Terms: _____

Specifications: A complete copy of the applicable Specifications is attached hereto and incorporated herein by this reference.

Training Requirements: Standard Atlantic Emergency Solutions in-service training at departments station date at delivery.

If any portion of the Purchase Price is to be made subsequent to delivery of the Apparatus to Customer and it is necessary for Customer to obtain third-party financing for said payment, Customer shall provide Atlantic proof of the availability of financing at the time of the execution of this Agreement. All taxes, excises and levies that Atlantic may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Apparatus sold by Atlantic to Customer shall be added to the Purchase Price and paid by Customer. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the Purchase Price will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge equal to one and one-half percent (1.5%) per month or, if such amount exceeds that permitted under the law, then the maximum lesser percentage amount which is permitted by law.

EXHIBIT B

WARRANTY

(A complete copy of any and all applicable warranties is attached hereto and incorporated herein by this reference.) SEE SPECIFICATIONS

File Attachments for Item:

. Order 27,130 - accepting the proposal of Atlantic Emergency Solutions to provide one (1) 2023 Pierce Rescue Truck that includes equipment and mounting of equipment for a total delivered price not to exceed \$728,817

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

ORDER NO. 27,130

DATE: November 15, 2022

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

THAT, the sole source purchase of one (1) 2023 Pierce Rescue Truck, Custom Stock Job #38038, from Atlantic Emergency Solutions, 12351 Randolph Ridge Lane, Manassas, VA, 20109, to address the critical and emergent need to replace fire apparatus, in the not-to-exceed amount of Seven Hundred Twenty Eight Thousand Eight Hundred Seventeen and No Cents (\$728,817), be and is hereby approved; and

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

Raymond M. Morriss, Mayor

Budget:
Fire Department FY23

Council Agenda Summary

Meeting Date: November 15, 2022
Key Staff Contact: Fire Chief Shannon Adams
City Administrator Jeff Silka

Item Title: *Purchase One (1) 2023 Pierce Rescue Truck*

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

Recommendation to accept the proposal of Atlantic Emergency Solutions, 12351 Randolph Ridge Lane, Manassas, Virginia 20109 to provide one (1) 2023 Pierce Rescue Truck, Custom Stock Job #38038, that includes equipment and mounting of equipment for a total delivered price of \$728,817.00.

Due to the critical and emergent need to replace fire apparatus, on October 4, 2022, the Mayor and City Council authorized the City Administrator and Fire Chief to find and enter into a purchase agreement as soon as possible.

Sole source: Pierce Manufacturing is the only company that was able to meet our crucial timeframe to purchase a stock rescue truck already on the assembly line.

The Pierce Rescue Truck will be delivered in February, 2023.

Amount of Award: *\$728,817.00*

Budget number: *FY2023:*

Grant, bond, etc. reference: *Municipal Bond*



9/28/2022

Atlantic Emergency Solutions and Pierce Manufacturing are pleased to present City of Cumberland Fire Department with the following proposal. The Atlantic Emergency Solutions team prides us with service after the sale. Your Atlantic Service Center is located nearby in Washington County Maryland.

Please see our proposals for a new 2023 Custom Stock Rescue Job #38038. This current spec is priced at **\$728,817.00**. This price includes a final inspection trip for 3 department members. Atlantic Emergency Solutions will also supply free weekly photo reports of your truck being built. Atlantic Emergency Solution also offers a 1-day training class at your station to train all personnel that will be riding and operating this new truck. This training will be conducted by a qualified representative.

AES also offers free pick-up and delivery service for any future service needs.

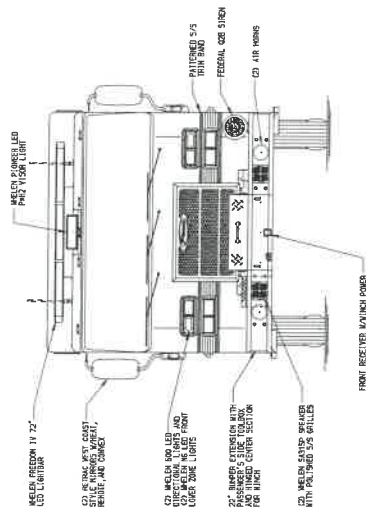
Proposal price good for 30 days. This current Job #38038 is due to be completed on 2/15/2023. This proposal is based on the unit not being sold before any acceptance.

Please feel free to contact me anytime.

Thank you!

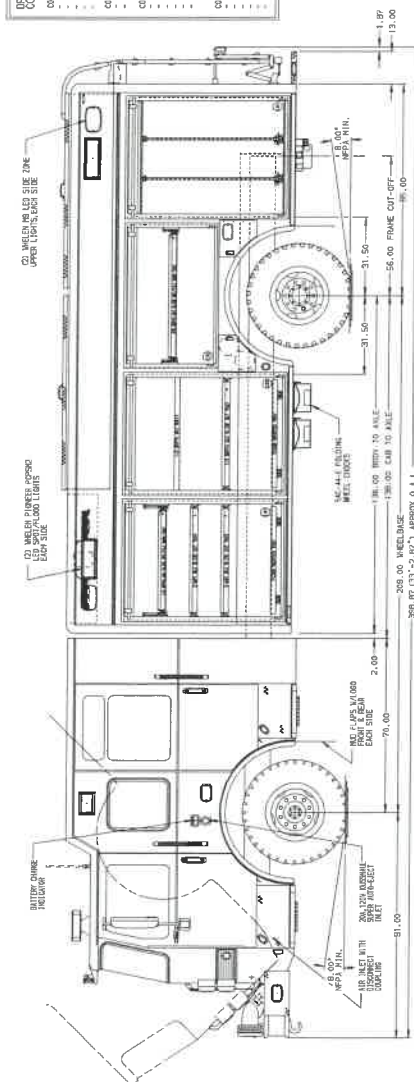
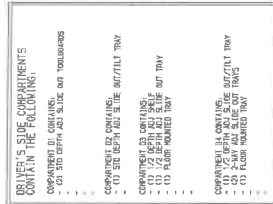
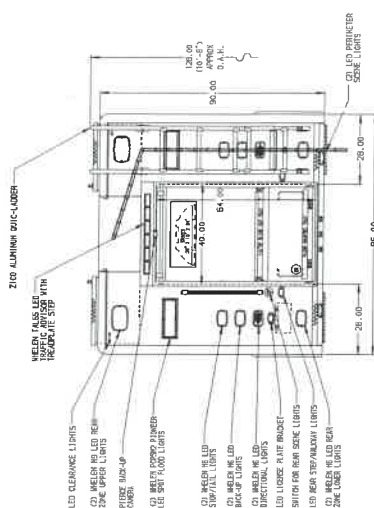
Rodney Guessford

rguessford@atlanticemergency.com
240-527-7044



REAR COMPARTMENT CONTAINS THE FOLLOWING:

- COMPARTMENT A1 CONTAINS:
 - (1) 110" DP SLICE OUT TRAY
 - (1) FLOOR MOUNTED TRAY
 - (1) STONES BASKET RACK





Pierce
MANUFACTURING INC.

JOB NO.	33038	DATE	
YEAR	1-24		
DAY	20APR22		
ORDERED BY	PIERCE STOCK		
	THIS		
SHEET NO.	DWG		
	33038AD		
SHEET NO.	DWG		
	33038AD		

CUSTOMER APPROVAL

APPROVED BY: _____

DATE: _____

TITLE	HEAVY DUTY RESCUE	CHASSIS DATA	
	NON-WALKIN		
	PIERCE STOCK		
FOR	PIERCE		
	MODEL		
	11MM122		
DATE	3/1		
REV	DI		
	SEF97010		

CLEAR ROLL WITH KEY

JOB: ROLL-UP ROSS

DATE: 11/11/22

TIME: 11:11 AM

BY: J. J. J.

EX: 0.074" ± 2.14" ± 0.31" CLEAR

IF 1" HOLE TO HOLE

NOTE:

DIMENSIONS SHOWN ARE APPROXIMATE

AND ARE SUBJECT TO MINOR VARIATIONS

CONSTRUCTION OF THE NECESSARY IN

MINOR DETAILS NOT SHOWN.

SIDE ROLL & FRONTAL IMPACT PROTECTION

MANUFACTURING INC.



This purchase agreement (together with all attachments referenced herein, collectively, the "Agreement"), made and entered into by and between Atlantic Emergency Solutions, Inc., a Virginia corporation ("Atlantic"), and City of Cumberland ("Customer") is effective on the last signature date set forth on the signature lines below (the "Effective Date").

1. **Purchase and Payment.** Customer agrees to purchase and Atlantic agrees to sell to Customer the fire apparatus (and any associated equipment) furnished by Atlantic to Customer (hereinafter referred to, collectively, to as the "Apparatus") as more fully described in the specifications attached hereto as Exhibit A (the "Specifications") and incorporated herein for the total purchase price of \$628,817.00 USD (the "Purchase Price"). Payment shall be made as set forth on Exhibit A. In the event of a conflict between the Specifications and any request for proposal, request for bid, or other Customer provided or drafted documents, the Specifications shall control.

2. **Changes to Specifications.** If, subsequent to the Effective Date of this Agreement: 1) the manufacturer of the Apparatus (or a manufacturer of a component therein) makes design and/or production changes, including, but not limited to future drivetrain upgrades (such as engine, transmission or axle upgrades) ("Manufacturer Modifications"); or 2) design or production changes are made to the Apparatus to comply with any applicable government regulation (such as the Federal Motor Vehicle Safety Standards or the Environmental Protection Agency Emissions Standards) or industry standards (such as those adopted by the National Fire Protection Association) (cumulatively referred to hereinafter as "Compliance Modifications"), and if there is an increase in costs to Atlantic as a result of Manufacturer Modifications or Compliance Modifications, the Purchase Price shall be automatically adjusted to reimburse Atlantic for said costs. Atlantic shall make reasonable efforts to advise the Customer of such changes within a reasonable time and provide documentation to support any changes in price to Customer upon request. In addition, Customer and Atlantic may agree to make changes to the Specifications, but any such changes must be by written change order signed by Customer and Atlantic ("Change Order"). However, in the case of Manufacturer Modifications or Compliance Modifications resulting in additional costs to Atlantic, Atlantic may execute Changes Orders without joinder of Customer, and any such Change Orders shall be binding on Customer. Atlantic shall not be liable to Customer for any delay in performance or delivery arising from any Change Order.

3. **Cancellation or Default by Customer.** In the event that Customer cancels its order or otherwise breaches this Agreement by reason of non-payment or otherwise prior to delivery, Atlantic shall be permitted to retain possession and ownership of the Apparatus and shall not be obligated to deliver same to Customer. In addition, Atlantic and Customer agree that if such Customer breach were to occur, it would be difficult to determine actual damages to Atlantic. Customer acknowledges and agrees that: 1) the Apparatus is a unique and highly customized vehicle, made specifically for Customer; 2) Atlantic has invested a significant effort and incurred significant expense in the design and engineering of the Apparatus for Customer; and 3) due to its unique and customized nature, resale of the Apparatus will be difficult to a third-party without a significant loss to Atlantic. As a result, Atlantic and Customer agree that Thirty Percent (30%) of the Purchase Price is a reasonable estimate of the damages that would be incurred by Atlantic if a breach occurred in the future and shall be due and payable to Atlantic by Customer in the case of such a breach. Customer and Atlantic agree that this amount of liquidated damages is fair and reasonable and would not constitute a penalty to Customer. In the event of non-payment by Customer subsequent to delivery, Atlantic may recover full possession of the Apparatus by any lawful means and shall be entitled to any additional damages sustained by Atlantic as a result of any diminution of value of the Apparatus resulting from use or damage thereto to the extent that such damages exceed the liquidated damages above. Atlantic shall have and retain a purchase money security interest in the Apparatus to secure payment of the Purchase Price and all other sums owed by Customer to Atlantic. In the event of nonpayment by Customer of any debt, obligation or liability now or hereafter incurred or owing by Customer to Atlantic, Atlantic shall have and may exercise all rights and remedies of a secured party under the Uniform Commercial Code Secured Transactions (UCC) provisions as adopted by the Commonwealth of Virginia. In addition, Atlantic shall be entitled to recovery from Customer all of Atlantic's reasonable attorneys' fees and all costs of collection resulting from non-payment or other non-performance hereunder by Customer.

4. **Delivery, Inspection and Acceptance.** (a) **Delivery.** It is estimated that the Apparatus shall be ready for delivery F.O.B. (Atlantic Emergency Solutions 10233-A Governor Lane Blvd. Williamsport, Maryland 21795) within 180 days from the Effective Date of this Agreement, subject to delays caused by the Customer, delays caused by Change Order(s) or delays provided for in Paragraph 10 below. The stated delivery date is an estimate only and not guaranteed. Atlantic shall advise Customer when the Apparatus is ready for delivery. (b) **Inspection and Acceptance.** Upon delivery, Customer shall have fifteen (15) days within which to inspect the Apparatus for substantial conformance to the Specifications. In the event of substantial and material non-conformance to the Specifications, Customer shall furnish Atlantic with written notice sufficient to permit Atlantic to evaluate such non-conformance ("Notice of Defect") within said fifteen (15) day period. If the Apparatus is not in substantial and material

conformance with the Specifications, any material and substantial defects shall be remedied by Atlantic within thirty (30) days from the Notice of Defect. In the event Atlantic does not receive a Notice of Defect within fifteen (15) days of Delivery, the Apparatus shall be deemed to be in conformance with the Specifications and fully accepted by Customer.

5. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: 1) hand delivery; 2) registered, express, or certified mail, postage prepaid, return receipt requested; or 3) nationally-recognized commercial overnight courier.

Atlantic Emergency Solutions, Inc.
Director of Order Management
12351 Randolph Ridge Lane
Manassas, Virginia 20109

Customer

City of Cumberland

57 North Liberty Street

Cumberland, MD 21502

6. Warranty. Any applicable warranty or warranties are attached hereto as Exhibit B (collectively, the "Warranty") and made a part hereof. Any additional warranties must be expressly approved in writing by Atlantic.

7. Disclaimer of Additional Warranties. OTHER THAN AS EXPRESSLY SET FORTH IN PARAGRAPH 6 ABOVE AND EXHIBIT B TO THIS AGREEMENT, ATLANTIC (AS WELL AS ITS SUPPLIERS), THEIR PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES MAKE NO WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE. FURTHERMORE, ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF QUALITY, IMPLIED WARRANTY OF QUALITY, IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. CUSTOMER FURTHER ACKNOWLEDGES THAT STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

8. Exclusions of Incidental and Consequential Damages. IN NO EVENT SHALL ATLANTIC (OR ITS SUPPLIERS) BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES INCURRED BY CUSTOMER (INCLUDING, BUT NOT LIMITED TO LOSS OF USE AND/OR LOST PROFITS) AS A RESULT OF ANY BREACH OF THIS AGREEMENT, WHETHER ARISING UNDER THEORIES OF BREACH OF CONTRACT, STRICT LIABILITY, STATUTORY LIABILITY, BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE.

9. Indemnity. To the extent permitted by law, Customer shall indemnify, defend and hold harmless Atlantic and all of its officers, directors, employees, representatives, dealers, agents and subcontractors, from and against any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, relating to personal injury or death) caused by, resulting from, arising out of or occurring directly or indirectly in connection with Customer's purchase, operation, ownership, installation or use of any items (including, without limitation, the Apparatus) sold or supplied by Atlantic, except only to the extent caused by the sole negligence of Atlantic.

10. Force Majeure. Atlantic shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Atlantic's control which make Atlantic's performance impracticable, including but not limited to, wars (declared or not), terrorism, insurrections, strikes, riots, fires, hurricanes, storms, floods, earthquakes, other acts of nature, acts of God, explosions, accidents or mechanical breakdown, acts of sabotage or vandalism, any acts of government authority, delays or failures in transportation, inability to obtain necessary labor supplies, inability to utilize manufacturing facilities, regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

11. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Apparatus covered by this Agreement shall remain in the possession of Atlantic until the entire Purchase Price has been paid. If more than one Apparatus is covered by this Agreement, then the MSO for each individual Apparatus shall remain in the possession of Atlantic until the Purchase Price for that Apparatus has been paid in full.

12. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

13. Severability. If any provision, or part hereof, of this Agreement shall be declared invalid by judicial determination or legislative action, only such provision, or part thereof, so declared invalid shall be affected, and all other provisions not consistent therewith or directly dependent thereon shall remain in force and effect.

14. Governing Law: Jurisdiction. Without regard to any conflict of law provisions, this Agreement is to be governed by and under the laws of the Commonwealth of Virginia. Atlantic and Customer further agree that the York County Circuit Court located in the Commonwealth of Virginia shall be the exclusive venue in the event of any litigation relating to this Agreement and/or the Apparatus.

15. Entire Agreement and Amendments. This Agreement constitutes the sole and only agreement between Atlantic and Customer relating to the Apparatus and supersedes any prior understanding or written or oral agreements between the parties relating to the Apparatus. No amendment, modification or alteration of the terms hereof shall be binding unless the same is executed in writing, dated subsequent to the date hereof and duly executed by Atlantic and Customer.

16. Waiver. The waiver of any breach of any term or provision hereof by either party hereto shall not be considered a waiver of any other term or provision or of any other or later breach of this Agreement, regardless of the nature of such subsequent event or breach, unless such waiver is expressly stated in writing by an authorized representative of the waiving party.

17. Captions; Counterparts. The captions and paragraph numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor to in any way affect this Agreement or the interpretation or application thereof. This Agreement may be executed in duplicate counterparts which, when taken together, shall constitute one and the same Agreement.

Accepted and agreed to by:

ATLANTIC EMERGENCY SOLUTIONS, INC.

Name: Jack Jackson

Title: Director of Order Management

Date: 10/10/2022

CUSTOMER: City of Cumberland

Name: [Signature]

Title: City Administrator

Date: 10-05-22

EXHIBIT A

**SPECIFICATIONS AND
PURCHASE DETAIL FORM**

Atlantic Emergency Solutions, Inc.
Director of Order Management
12351 Randolph Ridge Lane
Manassas, Virginia 20109
Fax (703) 257-2572

Date: 10/5/2022

Customer Name: City of Cumberland

Quantity	Chassis Type	Body Type	Price per Unit
1	Saber	Stock Rescue #38038	\$628,817.00
1	Equipment Allowance		\$75,000.00
			\$
			\$
			\$

Payment Terms: Full payment of \$703,817.00 due upon final inspection.

Other Terms: _____

Specifications: A complete copy of the applicable Specifications is attached hereto and incorporated herein by this reference.

Training Requirements: Standard Atlantic Emergency Solutions in-service training at departments station date at delivery.

If any portion of the Purchase Price is to be made subsequent to delivery of the Apparatus to Customer and it is necessary for Customer to obtain third-party financing for said payment, Customer shall provide Atlantic proof of the availability of financing at the time of the execution of this Agreement. All taxes, excises and levies that Atlantic may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Apparatus sold by Atlantic to Customer shall be added to the Purchase Price and paid by Customer. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the Purchase Price will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge equal to one and one-half percent (1.5%) per month or, if such amount exceeds that permitted under the law, then the maximum lesser percentage amount which is permitted by law.

EXHIBIT B

WARRANTY

(A complete copy of any and all applicable warranties is attached hereto and incorporated herein by this reference.) SEE SPECIFICATIONS

File Attachments for Item:

. Order 27,131 - authorizing the purchase of upgraded Cisco WebEx Cloud Calling from SHI to replace the on-premise CISCO phone system and Segra phone service in the amount not to exceed \$35,658.68

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

ORDER NO. 27,131

DATE: November 15, 2022

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

THAT the proposal from SHI, 300 Davidson Avenue, Somerset, New Jersey, 08873 for the purchase Cisco WebEx Cloud Calling to replace the on-premise Cisco phone system and Segra Phone service, in the amount not to exceed Thirty Five Thousand Six Hundred Fifty Eight Dollars and Sixty Eight Cents (\$35,658.68), be and is hereby accepted.

Raymond M. Morriss, Mayor

Budgets: Split between department Software as a Service, IT Contractual Services, IT Hardware

Vendor	Amount
SHI	\$35,658.68
Connection Public Sector Solutions	\$36,195
Link Computer Corporation	\$39,126.25

Council Agenda Summary

Meeting Date:

Key Staff Contact: Johnna Byers, Director IT

Item Title:

Cisco WebEx Cloud Calling

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

IT requests an order to upgrade to Cisco WebEx Cloud Calling to replace our on premise Cisco phone system and Segra phone service. The on premise phone system is obsolete, end of life and end of support, and would need significant hardware replacements. We have had service reliability issues with Segra and the Cisco service would replace that platform as well. Cisco WebEx Cloud Calling offers many upgraded features at a far lower cost than replacing our current phone hardware.

We received quotes from three vendors for WebEx Cloud Calling, with the lowest cost being from SHI.

Below is a cost comparison of replacing our on premise solution hardware vs upgrading to Cisco WebEx Cloud Calling.

If we replace our on premise hardware, the costs would be:			Total annual costs	One time cost
Cisco phone system support/maint	10951.1	annual	36151.1	
Cisco phone system on premise replacement	60436.93	one time		60436.93
Segra PSTN phone service	25200	annual approx		
IT Recommends upgrading to Cisco WebEx Cloud.				
If we upgrade to Cisco WebEx Cloud (Software as a Service), the costs would be:				
Cisco Webex Cloud SaaS	21069.9	annual	29680.09	

Replace some Cisco on prem hardware	1062.2	one time		5941.2
Cisco Cloud Calling Setup Assist	4879	one time		
Cisco PSTN phone service	8610.19	annual		

Amount of Award: \$35658.68

Budget number: Split between department Software as a Service, IT contractual services, IT hardware

Grant, bond, etc. reference:



Pricing Proposal
Quotation #: 22620113
Created On: 10/11/2022
Valid Until: 11/10/2022

MD-City of Cumberland

Public Sector - Inside Account Executive

Johnna Byers

MD
United States
Phone: 301-759-6441
Fax:
Email: Johnna.Byers@cumberlandmd.gov

Olivia Scharnikow

300 Davidson Ave
Somerset, NJ 08873
Phone: 8005276389 ext. 6245893
Fax:
Email: olivia_scharnikow@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 NU Webex Calling Professional Cisco Systems - Part#: A-FLEX-NUCL-P	205	\$102.78	\$21,069.90
2 Outbound Calling Plan - Named User Cisco Systems - Part#: A-AUD-OCP1-NU	205	\$42.00	\$8,610.00
3 Outbound Calling Plan- Uncommitted Usage Overage Cisco Systems - Part#: A-AUD-OCP1-U	1	\$0.13	\$0.13
4 Telephone number (TN) for Local Number- Uncommitted Cisco Systems - Part#: A-AUD-U-TN	1	\$0.03	\$0.03
5 Telephone number (TN) for Non Local Number- Uncommitted Cisco Systems - Part#: A-AUD-U-TN-NL	1	\$0.03	\$0.03
6 Cloud Calling Setup Assist Cisco Systems - Part#: A-FLEX-CALL-ASSIST	205	\$23.80	\$4,879.00
7 Emergency Response Center Call fee per location search US Cisco Systems - Part#: A-FLEX-ERC	1	\$37.39	\$37.39
8 192 Analog Telephone Adapter for MPP with switch Cisco Systems - Part#: ATA192-3PW-K9	10	\$92.83	\$928.30
9 192 Analog Telephone Adapter for MPP with switchSNTC-8X5XNBD Cisco Systems - Part#: CON-SNT-TAQK99Q4	10	\$13.39	\$133.90
Total			\$35,658.68

Additional Comments

All orders for Cisco equipment and related software and services submitted, beginning on December 29, 2021, are non-cancelable and cannot be modified starting 45 days prior to the scheduled ship dates. Non-cancelable orders are not eligible for RMA for credit.

SHI SPIN: #143012572

SHI-GS SPIN (For Texas customers ONLY): #143028315

For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.



Cisco Webex Cloud Calling 12 Months

Quote #1017651 v3



Prepared For:

CITY OF CUMBERLAND

Johnna Byers
57 NORTH LIBERTY STREET
CUMBERLAND, MD 21501

P: (301) 759-6441

E: johnna.byers@cumberlandmd.gov

Prepared by:

Link Computer Corporation

Dan Servello
Stadium Drive
PO Box 250
Bellwood, PA 16617

P: 814-742-7700

E: dservello@linkcorp.com

Date Issued:

11.04.2022

Expires:

11.15.2022

Webex Calling 12 Month

Line #	Product Details	Qty	Price	Ext. Price
1	A-FLEX-NUCL-P NU Webex Calling Professional	205	\$109.25	\$22,396.25
Subtotal:				\$22,396.25

Cisco PSTN - Annual SIP Service for Webex Calling - ANNUAL price shown for 205 Users

Line #	Product Details	Qty	Price	Ext. Price
4	A-AUD-OCPL-NU OCPL from the US - Unlimited for United	205	\$42.00	\$8,610.00
5	A-AUD-U-TN Telephone number (TN) for United States	205	\$12.00	\$2,460.00

PSTN Pricing shown is for 205 committed outbound calling plans. Pricing is not inclusive of applicable county, state and federal taxes and fees. Monthly invoice will include all applicable taxes and fees in addition to the committed outbound calling plan charges.

Subtotal:				\$11,070.00
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ATA Analog Adapters (One-time fee)

Line #	Product Details	Qty	Price	Ext. Price
6	ATA192-3PW-K9 192 Analog Telephone Adapter for MPP with switch	10	\$101.00	\$1,010.00
7	CON-SNT-TAQK99Q4 192 Analog Telephone Adapter for MPP with switchSNTC-8X5XNBD	10	\$14.00	\$140.00
8	ATA191-CLIP-NA Power Clip for ATA191 and ATA192, North America	10	\$0.00	\$0.00
Subtotal:				\$1,150.00

Implementation (One-time fee)

Line #	Product Details	Qty	Price	Ext. Price
9	A-FLEX-CALL-ASSIST Cloud Calling Setup Assist	205	\$22.00	\$4,510.00
Subtotal:				\$4,510.00



Offer Description: Cisco Webex

This Offer Description (the “**Offer Description**”) describes Cisco Webex (“**Webex**” or the “**Cisco Technology**”). Your subscription is governed by this Offer Description and the Cisco End User License Agreement located at www.cisco.com/go/eula (or similar terms existing between You and Cisco) (the “**Agreement**”). If capitalized terms are not defined in this Offer Description, then they have the meaning given to them in the Agreement or order(s).

1. Description

1.1. Cisco Webex

A Cisco Webex subscription includes the following services: Webex Meetings, Webex App, and Webex Messenger. In addition, the Webex Work bundle includes Webex Calling.

1.2. Education Users

Cisco offers the Cisco Technology to Education Users, as described in **Exhibit A**.

1.3. Cisco Webex Meetings FedRAMP

Cisco offers a Federal Risk and Authorization Management Program-authorized version of Webex Meetings (“**Webex Meetings FedRAMP**”), as described in **Exhibit B**.

1.4. Cisco Webex Assist

Cisco offers the Webex Assist Services to Webex Meetings Users as described in **Exhibit C**.

1.5. Webex Work Bundle

Cisco offers the Webex Work bundle as described in **Exhibit D**.

1.6. Webex Calling

Use of Webex Calling entails additional legal requirements as described in **Exhibit E**. When Cisco includes dial-in numbers (toll and/or toll-free) and call back features in connection with Webex Meetings offers, Cisco does not operate the underlying telecommunications facilities itself. In those cases, Cisco obtains these capabilities from authorized operators at the wholesale level, and Cisco is therefore reliant on the underlying authorized operator in connection with PSTN-related regulatory compliance.

2. License Model Terms

The Cisco Technology is available under license models for Named User (customer is obligated to pay per Named User), Active User (customer is obligated to pay for actual usage), Employee Count (customer is obligated to pay for enterprise-wide use), or Ports (customer is obligated to pay per shared account). Each license model is further described below and reflected on the order You place with Your Approved Source.

2.1. Named User

Your payment obligation under the Named User license model is based on the number of Named Users on Your order, regardless of actual usage. A “**Named User**” is an employee or contractor given access to the Cisco

Technology. Each Named User receives a unique account that may not be shared or used by anyone other than the designated employee or contractor. A Named User's account may not be transferred to another person, except upon: (a) termination of the Named User's employment or (b) Cisco's prior written approval.

2.2. Active User

Your payment obligation under the Active User license model is based on the number of Employees that access the Cisco Technology and that host at least one Meeting ("Active Users"). **"Employees"** means all of Your employees plus any of Your contractors who meet the following criteria: (a) they work on Your behalf; (b) their work is under Your control or supervision pursuant to a consulting, staffing, or other similar written contract; and (c) they have access to Your systems or networks in the ordinary course of providing their services to You. Your Employee count also includes the employees of any Affiliate that is included on Your order. A **"Meeting"** is a meeting initiated: (a) in Webex Meetings or Webex App; or (b) by phone using a Webex personal conferencing number regardless of whether Webex Meetings or Webex App is launched. An unscheduled meeting launched from a Webex app one-on-one space is not included as a Meeting.

Your order must reflect the greater of the following number of Active Users: (a) 75 Active Users; (b) 15% of Your Employees; or (c) if You are migrating from an existing subscription, the number of Active Users on the order associated with Your existing subscription. After Your initial subscription year, Your minimum payment obligation will be the greater of the following number of Active Users: (a) 75 Active Users; (b) 15% of Your Employees; or (c) Your Average Active Users. **"Average Active Users"** means the average number of Active Users per month in months nine, ten, and 11 of Your previous subscription year. This will never result in a reduction of Your Active User count.

2.3. Employee Count

Your payment obligation under the employee count license model is based on Your total enterprise-wide number of Employees (as defined in Section 2.2. above) or the number listed on the order, whichever is greater. Your order must reflect the greater of the following: (a) Your enterprise-wide Employee count or (b) 100 Employees.

Up to 120% of the Employee quantity identified on Your order may access the Cisco Technology (**"Growth Allowance"**) without incurring additional fees. If, at any time, Your provisioned quantity of Employees exceeds Your Growth Allowance, You will be obligated to pay for such excess Employees. An **"Extraordinary Event"** is a one-time event, such as a merger or acquisition, that results in an increase in Your Employees in excess of Your Growth Allowance. If an Extraordinary Event occurs, You will be obligated to modify Your order to reflect the higher Employee count promptly after the Extraordinary Event.

2.4. Ports

Your payment obligation under the Ports license model is based on the number of shared accounts or **"Ports"** on Your order. An unlimited number of Your Employees can host meetings using Your Ports, provided that the number of meeting participants does not exceed the number of Ports on Your order. If, at any time, Your number of meeting participants exceeds Your Ports, You will be obligated to pay a fee for such excess use. If required, Your Approved Source will generate a bill for the number of meeting participants in excess of the Ports on Your order.

3. **Supplemental Terms and Conditions**

3.1. Term

The initial Usage Term starts on the earlier of (a) 30 days from the date Cisco notifies You that any portion of the Cisco Technology is ready for You to start provisioning; or (b) the date any portion of the Cisco Technology has been provisioned.

3.2. Restrictions on Use by Minor Children

Generally, the Cisco Technology is not authorized for use by persons younger than the age of consent in their relevant jurisdiction (e.g., 13 years old in the United States under the US Children's Online Privacy Protection Act

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CISCO PUBLIC INFORMATION, cisco_webex_offer_description.docx

of 1998, or 16 or 13 years old in the European Union as per Member State law) (“**Minor Children**”). Minor Children are not permitted to create an account to use the Cisco Technology, and You will not authorize Minor Children to access the Cisco Technology.

3.3. Geographic Terms and Restrictions

In accordance with global telecommunications law and regulations, the Cisco Technology is currently available in the countries listed [here](#).

3.4. Cisco Webex Hybrid Services

Cisco Webex Hybrid Services allow You to connect Your existing on-premises infrastructure with the Webex cloud platform. If You choose to use Cisco Webex Hybrid Services, You will be required to download and install software applications on Your premises to enable integration with Cisco Webex (“**Hybrid Software**”). You will exercise exclusive control over the Hybrid Software in Your environment. You will maintain the Hybrid Software in a secured environment accessible only to Your Authorized Third Parties and Users. You will replace or patch Hybrid Software as new releases become available. You will implement and maintain appropriate technical and organizational measures designed to protect the Hybrid Software against accidental loss, destruction or alteration, unauthorized access, or unlawful destruction.

4. **Data Protection**

The applicable [Privacy Data Sheets](#) describe the Personal Data that Cisco collects and processes as part of the delivery of the Cisco Technology. For further details on how Cisco processes, uses and protects all categories of data, please visit [Cisco’s Security and Trust Center](#).

Accounts for Personal Use

If You create an account to use the Cisco Technology for personal use, Your employer’s policies will not apply to the data that You share while using the Cisco Technology. However, if You use Your employer-issued email address and Your employer later purchases the Cisco Technology from Cisco, You will be required to update the email address associated with Your account to a personal email address. Cisco recommends that You use Your personal email address to access the Cisco Technology for personal use. If You want to change Your email address, You can do so by following these [instructions](#). If You do nothing, Your account and Personal Data will be controlled by Your employer and Your use will be subject to Your employer’s policies.

5. **Support**

The Cisco Technology includes basic online support and phone support. Cisco will respond as set forth in the table below and may require information from You to resolve service issues. You agree to provide the information requested and understand that a delay in providing the information to Cisco may delay resolution and response time.

Online Support allows access for support and troubleshooting via online tools, email, and web case submission only. No telephone access is provided. Case severity or escalation guidelines are not applicable. Cisco will respond to a submitted case no later than the next business day during standard business hours.

Phone Support provides Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist by telephone, or web case submission and online tools with use and troubleshooting issues. Cisco will respond within one

(1) hour for Severity 1 and 2 calls received. For Severity 3 and 4 calls, Cisco will respond no later than the next business day.

You will also have access to Cisco.com, which provides helpful technical and general information about Cisco products, as well as access to Cisco's on-line knowledge base and forums. Please note that access restrictions identified by Cisco from time to time may apply.

The below table outlines Cisco’s response objectives for submitted cases based on case severity. Cisco may adjust

assigned case severity to align with the Severity definitions below.

Software Support Service	Technical Support Coverage	Response Time Objective for Case Severity 1 or 2	Response Time Objective for Case Severity 3 or 4
Basic with Phone Support	24x7 via Phone & Web	Response within 1 hour	Response within next Business Day
Basic with Online Support	Web	Response to all cases within next Business Day during Standard Business Hours	

The following definitions apply to this Section 5:

“Response Time” means the time between case submission in the case management system to support engineer contact.

“Severity 1” means the Cisco Technology is unavailable or down or there is a critical impact to a significant impact to Your business operation. You and Cisco both will commit full-time resources to resolve the situation.

“Severity 2” means the Cisco Technology is degraded or significant aspects of Your business operation are negatively impacted by unacceptable software performance. You and Cisco both will commit full-time resources during Standard Business Hours to resolve the situation.

“Severity 3” means the Cisco Technology is impaired, although most business operations remain functional. You and Cisco both are willing to commit resources during Standard Business Hours to resolve the situation.

“Severity 4” means minor intermittent functionality or performance issue, or information is required on the Cisco Technology. There is little or no impact to Your business operation. You and Cisco both are willing to provide resources during Standard Business Hours to provide assistance or information as requested.

“Business Day” means the generally accepted days of operation per week within the relevant region where the support will be performed, excluding local holidays as observed by Cisco.

“Local Time” means Central European Time for support provided in Europe, Middle East and Africa, Australia’s Eastern Standard Time for support provided in Australia, Japan’s Standard Time for support provided in Japan, and Pacific Standard Time for support provided in all other locations.

“Standard Business Hours” means 8am to 5pm Local Time (relative to the location of the Cisco TAC) on Business Days.



Exhibit A: Offer Description Supplement for Education Users

1. Supplemental License Model Terms

The following paragraph is included at the end of Section 2.2 Active User and Section 2.3 Employee Count of the Offer Description:

Students may access the Cisco Technology at no additional charge. “**Students**” means the full or part-time students currently enrolled at Education User’s institution. Alumni, former students, prospective students, and students on a leave of absence will not be considered Students.

2. Supplemental Terms and Conditions

The following paragraphs are included at the end of Section 3 of the Offer Description:

2.1. Education End Users.

Cisco Webex for Education is intended for use by public or private institutions considered a school, college, university, or other education provider, under applicable law, regulation, or other government policy (“**Education Users**”).

2.2. Obligations with Respect to Minor Children.

As between Cisco and Education User:

Education User is solely responsible for providing notices to and obtaining appropriate consents from parents and guardians of Minor Children for the collection, use, and processing of Personal Information by Education User and Cisco in connection with the delivery of the Cisco Technology;

Education User will provide such notices and obtain such consents before any collection, use, or other processing of Personal Information of Minor Children, and upon reasonable request will provide evidence of such notices and consents to Cisco in a timely manner; and

Education User will provide parents and guardians with the ability to request access, correction, deletion, or suppression of the Personal Information collected from Minor Children.



Exhibit B: Offer Description Supplement for Webex Meetings FedRAMP

1. Supplemental License Model Terms

1.1. Active User

Under the Active User licensing model, Your order must reflect the greater of the following number of Active Users: (a) 40 Active Users; (b) 10% of Your Employees; or (c) if You are migrating from an existing subscription, the number of Active Users on the order associated with Your existing subscription. After Your initial subscription year, Your minimum payment obligation will be the greater of the following number of Active Users: (a) 40 Active Users; (b) 10% of Your Employees; or (c) Your Average Active Users. **"Average Active Users"** means the average number of Active Users per month in months nine (9), ten (10), and eleven (11) of Your previous subscription year.

1.2. Employee Count.

The second sentence of Section 2.3 Employee Count in the Offer Description is replaced with the following for purposes of this Supplement:

Your order must reflect the greater of the following: (a) Your enterprise-wide Employee count or (b) 250 Employees.

2. Supplemental Terms and Conditions.

The following paragraphs are included at the end of Section 3 for purposes of this Supplement:

2.1. U.S. Government Customers.

Cisco Webex Meetings FedRAMP is authorized for use by United States government entities and contractors, including federal, state, and local government agencies and public educational institutions.

2.2. Disclaimer of Cisco's Liability Related to PSTN Traffic.

When connecting to Webex Audio from locations outside the United States, Cisco strongly recommends that You and Your meeting participants use integrated VoIP. You acknowledge that calls placed over PSTN are unencrypted and subject to local laws. If You use a PSTN connection and suffer harm resulting from the lack of encryption, You are solely responsible, and Cisco disclaims all liability for, any such harm.



Exhibit C: Offer Description Supplement for Webex Assist

Supplemental Description

The following paragraph is included at the end of Section 1.4. of the Offer Description as pertains to Webex Assist: Cisco Webex Assist.

Cisco Webex Assist Services provide services through an assigned Cisco resource to assist in the use of Cisco Technology to conduct Webex meetings, trainings, and events. Cisco Webex Assist Services include Event Assist or Lifecycle Assist. Your personnel must be available during the course of the services. Each service is further described in the order and the confirmed reservation. Reservations are required. Requests for reservations are not confirmed until Cisco Webex Assist sends a written confirmation. Additional charges apply to add-on services. In the event of cancellation of a confirmed reservation by customer, cancellation fees may apply. Your payment obligation is based on actual usage by Employees together with any applicable cancellation fees.



Exhibit D: Offer Description Supplement for Webex Work

1. Supplemental License Model Terms

The following paragraphs replace what is included in Section 2 of the Offer Description and describe the sole license model available for purchasers of the Webex Work bundle.

Webex Work

Webex Work includes Webex App (Messaging), Webex Meetings (Webex Meetings 1,000), and Webex Calling. Your payment obligation for the Webex Work bundle and Your Entitlement is based on the number of Named Users each month as calculated by Cisco according to the following method: Your order will reflect any monthly minimum number of committed Named Users ("**Committed Users**") that You have agreed to for the Usage Term. You may increase but not decrease the number of Committed Users during the Usage Term by notifying Your Approved Source to modify Your subscription. You may add or remove additional Named Users above the number of Committed Users during the Usage Term ("**Uncommitted Users**" or "**Overage Users**") by notifying your Approved Source or changing the quantity of Uncommitted or Overage Users in Control Hub.

You will be billed for the Committed Users at the Committed User rate on a monthly basis during the Usage Term regardless of Your actual usage. You will be billed every month for the previous month's Uncommitted Users or Overage Users at the Uncommitted or Overage User daily rate. Uncommitted Users or Overage Users will be calculated based on the maximum number of Uncommitted or Overage Meetings or Calling Named Users provisioned in Your Control Hub each day during the prior month (whichever workload count is higher) and regardless of whether or not both services have been deployed for a User. The rates You will pay for Committed, Uncommitted or Overage Users will be included in Your quote from Your Approved Source. A "**Named User**" is an employee or contractor given access to the Cisco Technology. Each Named User receives a unique account that may not be shared or used by anyone other than the designated employee or contractor. A Named User's account may not be transferred to another person, except upon: (a) termination of the Named User's employment or (b) Cisco's prior written approval.

Optional licenses for add-on products and features ("**Add-ons**") including but not limited to Device Registration, Common Areas, and Event Center, are available to You under the same committed and uncommitted offer and billing terms as Named Users: Your usage of these Add-ons will be billed on a monthly uncommitted basis at the daily uncommitted rate unless You choose to modify their status to committed, in which case You will pay the committed rate for those licenses for the remainder of the Usage Term. The rates you will pay for committed and uncommitted Add-ons will be included in Your quote from Your Approved Source.

You may not have simultaneous Webex Work and Collaboration Flex Plan subscriptions.

2. Supplemental Terms and Conditions For Calling Services

Webex Work is also subject to additional calling-related terms, which are described in **Exhibit E**.



Exhibit E: Cisco Calling Offers Supplement

1. PSTN Requirement & Disclaimer

To use Webex Calling, Unified Communications Manager (UCM), or Unified Communications Manager Cloud for Government (UCM-G), You must purchase a public switched telephone network (“PSTN”) local, long-distance, emergency dialing, and direct- inward-dial service from either (1) a Cisco-approved third-party service provider or (2) Cisco as part of Cisco Calling Plans, to be combined with the Cisco Technology. When you purchase PSTN service from Cisco, the applicable Cisco Affiliate, including BroadSoft Adaption LLC in the United States and Canada, is the provider of the service.

2. Emergency Calling Policy

Emergency calling through Cisco Calling Offers operates differently than traditional emergency calling services. Cisco Calling Offers allow You to make or receive telephone calls over the Internet to or from the PSTN. Though Cisco Calling Offers are similar to traditional telephone services, the nature of voice-over-IP services creates unique limitations and circumstances for emergency calling.

When you deploy Webex Calling or Unified Communications Manager Cloud combined with PSTN, You must ensure the collection of an emergency response location for Your Users, for purposes of their emergency calls to national or state-designated emergency numbers, as required in Your jurisdiction. This includes if you obtain PSTN service from Cisco via Cisco Calling Plans.

If You obtain PSTN service from Cisco via Cisco Calling Plans, You are also responsible for informing Your Users of Cisco’s relevant policies (located in this Exhibit) and of the need to update their emergency response location if the User’s location changes or the User relocates the equipment used to access the Cisco-provided PSTN service. Please note that Cisco’s [Numbering Policy](#) applies to Cisco Calling Plans.

2.1. Registered Location

Because a voice-over-IP call can be made anywhere a User has an Internet connection, the caller’s telephone number will not necessarily correspond with the caller’s physical location. All customers must therefore provide Cisco with a “Registered Location” for each User when Cisco Calling Offers service is set up. The “**Registered Location**” is the street address where the Users will be using the service.

If You or Your Users move the equipment to a new location, You or Your Users must immediately update the Registered Location with the new physical location of the device in Your Control Hub. If the Registered Location is not updated, any emergency calls made from the device may be sent to the wrong emergency response center and will transmit incorrect location information to emergency responders, delaying emergency assistance to Your Users. Customers with multiple Users are responsible for ensuring that an accurate and up-to-date Registered Location is maintained for each User, and that their Users are aware of how the Registered Location can be changed. There may be a delay in making the updated Registered Location available for routing and to emergency call centers.

You are responsible for notifying, and You agree to notify, any User or potential Users of Your VoIP services of the nature and limitations of emergency calls on the VoIP services described in this Policy.

2.2. Emergency Call Routing

Emergency calls will be handled differently than traditional phone service. When Your Users make an emergency call, Cisco and/or a third-party service provider will attempt to automatically route Your User’s call to the emergency

call center corresponding to the Registered Location on Your or Your User's account. If Your User's call cannot be routed to the designated emergency call center, for example because Your User's account does not contain a Registered Location, the call will be routed to a specialized call center, for which You may incur a fee. Your User may be required to provide a name, address, and telephone number to the specialized call center.

Cisco will attempt to automatically provide the emergency call center dispatcher or emergency service operator with the name, Registered Location and telephone number associated with Your or Your User's account. It is possible that the dispatcher receiving the call may not be able to capture or retain this information. Therefore, when making an emergency call, callers should always immediately inform the dispatcher of their location (or the location of the emergency, if different). If callers are unable to speak, the dispatcher may not be able to locate You if Your location information is not up to date.

Callers should remain on any emergency call until told to disconnect by the dispatcher, as the dispatcher may not have the caller's number or contact information. If a caller is inadvertently disconnected, the caller should call back immediately.

For technical reasons, including network congestion, it is possible that an emergency call will produce a busy signal or will take longer to connect when compared with traditional emergency calls.

2.3. Service Limitations

Emergency calling will not work in certain circumstances:

- if the equipment You or Your Users use to make voice-over-IP calls fails or is not configured correctly;
- if You or Your Users are experiencing a power outage or an outage, suspension, or disconnection of Your Internet service; and
- if Your service has been terminated or suspended.

If You or Your Users are not comfortable with the limitations of emergency calls made using Cisco services, Cisco recommends that You or Your Users consider an alternate means for accessing traditional emergency calling services.

2.4. Disclaimer

YOUR EMERGENCY RESPONSE LOCATION FOR PURPOSES OF EMERGENCY CALLS MAY BE LIMITED TO YOUR COMPANY ADDRESS. IT IS YOUR RESPONSIBILITY TO ADVISE YOUR AUTHORIZED USERS TO ALWAYS PROVIDE THEIR CURRENT LOCATION WHEN CALLING EMERGENCY SERVICES. IF YOUR BROADBAND CONNECTION, PSTN SERVICE, OR ELECTRICAL POWER FAILS OR IS TEMPORARILY SUSPENDED OR INTERRUPTED, OR ANY OTHER ISSUE INTERRUPTS YOUR NETWORK CONNECTIVITY, THE CISCO TECHNOLOGY (INCLUDING EMERGENCY CALLS) WILL ALSO FAIL. CISCO WILL NOT BE LIABLE FOR ANY CLAIMS ARISING FROM FAILURE OF YOUR NETWORK CONNECTIVITY.

The availability of certain features, such as transmission of an emergency response location or Your or Your User's telephone number, depends on factors outside of Cisco's control, including whether local emergency response centers support those features. Cisco disclaims all responsibility for the conduct of local emergency response centers, third parties engaged by You to facilitate emergency response location or other address updates, and all other third parties involved in the provision of emergency response services. As permitted by applicable law, You hereby release, discharge, and hold harmless Cisco (including its directors, officers, employees, contractors, licensors, and agents) from and against any liability relating to or arising from (1) any acts or omissions of such third parties or other third parties involved in the handling of or response to any emergency call, (2) Your inability to use a Cisco-provided PSTN service to contact emergency services, or (3) Your failure to make additional arrangements to access emergency services.

3. Authorized Use of Cisco Calling Plans

Cisco Calling Plans may be used only for lawful, proper, and appropriate purposes. You shall not use Cisco Calling Plans to engage in any of the following prohibited activities. Likewise, You shall ensure that Your Affiliates and Users do not use Cisco Calling Plans to engage in any of these activities. Additionally, You shall not authorize, assist, or enable any third party to use Cisco Calling Plans to engage in any prohibited activities including:

- Activity that is illegal or that promotes illegal activity or violence, including activity that is defamatory, harassing, threatening, abusive, libelous, malicious, deceptive, or fraudulent behavior
- Activity in connection or conjunction with any pornographic and/or adult entertainment industry purposes, regardless of whether such activity is lawfully permitted
- Misrepresentations as to identity or affiliation with any entity or organization
- Activity that threatens, exploits, or otherwise harms minors or that facilitates or supports human trafficking or terrorism
- Violating or infringing any intellectual property or proprietary rights of Cisco or others
- Unauthorized messages, advertising, or spam, including:
 - Posting multiple messages similar in content to Usenet or other newsgroups, listservs, forums, email mailing lists or other similar groups or lists
 - Conducting or forwarding surveys, contests, pyramid schemes, charity requests, or chain letters
 - Relaying email in an anonymous fashion or forging any TCP-IP packet header
 - Mailbombing, flooding, overloading, attacking, or otherwise interfering with a system or network
- Sending unsolicited calls, messaging, or e- mailings (including without limitation, commercial advertising, and informational announcements) if such unsolicited activities could reasonably be expected to or do in fact provoke complaints
- Harvesting, collecting, or gathering user data without consent
- Activity that is harmful or disruptive to Cisco Calling Plans
- Attempting to circumvent restrictions on access, usage, or security of Cisco Calling Plans
- Bulk call-in lines and auto-dialing or “predictive” dialing
- Repetitive and/or continuous messaging or calling to the same destination or number if such activity could reasonably be expected to or in fact does provoke complaints
- Long duration calls (defined as calls to the same number in excess of four continuous or cumulative hours within a 24-hour period) and/or calls placed to specific numbers/destinations for the purpose of generating charges or fees for or with a third party or any other calling activity that could be construed as traffic pumping or access stimulation
- Use of call services in a manner that does not consist of uninterrupted live human voice dialog by and between natural human beings
- Selling, reselling, subleasing, assigning, licensing, or sublicensing Cisco Calling Plans or any component thereof or using or offering the same on a service-bureau or time-sharing basis
- Using Cisco Calling Plans in any manner that violates industry standards or any third-party policies (including, without limitation, all of the applicable guidelines published by the CTIA (Cellular Telecommunications Industry Association),

the Mobile Marketing Association, NENA (National Emergency Number Association), or any other applicable accepted industry associations, carrier guidelines or other similar or analogous industry standards, third party policies or requirements in any jurisdiction)

- Without permission from the owner of a system or network, doing any of the following:
 - accessing the system or network,
 - monitoring data or traffic,
 - probing, scanning, and/or testing firewalls,
 - testing the vulnerability of a system or network, or
 - breaching or bypassing any security or authentication routines of a system or network
- Operating a server in connection with the Services in an “open relay” configuration (a configuration whereby a mail server processes email messages where neither the sender nor the recipient is a local user)
- Use of an open telephone line as a monitoring, intercom, or similar service.

4. Supplemental Country-Specific Terms

In certain countries, additional supplemental terms apply to Your Cisco Calling Plans. Those terms may be found here: <http://cs.co/callingplansterms>.



Cisco End User License Agreement

1. Scope and Applicability

- 1.1 This End User License Agreement (“**EULA**”) between You and Cisco covers Your use of the Software and Cloud Services (“**Cisco Technology**”). This document also incorporates any [Product Specific Terms](#) that may apply to specific Cisco Technology. Definitions of capitalized terms are in Section 13 (Definitions).
- 1.2 **You agree to be bound by this EULA through:**
 - (a) **Your download, installation, or use of the Cisco Technology; or**
 - (b) **Your express agreement to this EULA.**
- 1.3 **If You do not have authority to enter into this EULA or You do not agree with its terms, do not use the Cisco Technology. You may request a refund for the Software within 30 days of Your initial purchase provided You return the Software to the Approved Source and disable or uninstall it. This paragraph does not apply where You have expressly agreed to end user license terms with Cisco as part of a transaction with an Approved Source.**

2. Using Cisco Technology

- 2.1 **License and Right to Use.** Cisco grants You a non-exclusive, non-transferable (except regarding Software, as permitted under the [Cisco Software Transfer and Re-Use Policy](#)):
 - (a) license to use the Software; and
 - (b) right to use the Cloud Servicesboth as acquired from an Approved Source, for Your direct benefit during the Usage Term and as set out in Your Entitlement and this EULA (collectively, the “**Usage Rights**”).
- 2.2 **Use by Third Parties.** You may permit Authorized Third Parties to exercise the Usage Rights on Your behalf, provided that You are responsible for:
 - (a) ensuring that such Authorized Third Parties comply with this EULA; and
 - (b) any breach of this EULA by such Authorized Third Parties.
- 2.3 **Beta and Trial Use.** If Cisco grants You Usage Rights in Cisco Technology on a trial, evaluation, beta or other free-of-charge basis (“**Evaluation Software and Services**”):
 - (a) You may only use the Evaluation Software and Services on a temporary basis for the period limited by the license key or specified by Cisco in writing. If there is no period identified, such use is limited to 30 days after the Evaluation Software and Services are made available to You;
 - (b) If You fail to stop using and/or return the Evaluation Software and Services or the equipment on which it is authorized for use by the end of the trial period, You may be invoiced for its list price and agree to pay such invoice;
 - (c) Cisco, in its discretion, may stop providing the Evaluation Software and Services at any time, at which point You will no longer have access to any related data, information, and files and must immediately cease using the Cisco Technology; and
 - (d) The Evaluation Software and Services may not have been subject to Cisco’s usual testing and quality assurance processes and may contain bugs, errors, or other issues. Unless agreed in writing by Cisco, You will not put Evaluation Software and Services into production use. Cisco provides Evaluation Software and Services “AS-IS” without support or any express or implied warranty or indemnity for any problems or issues, and Cisco has no liability relating to Your use of the Evaluation Software and Services.
- 2.4 **Upgrades or Additional Copies of Software.** You may only use Upgrades or additional copies of the Software beyond Your license Entitlement if You have:
 - (a) acquired such rights under a support agreement covering the Software; or

- (b) purchased the right to use Upgrades or additional copies separately.
- 2.5 **Interoperability of Software.** If required by law and upon Your request, Cisco will provide You with the information needed to achieve interoperability between the Software and another independently created program, provided You agree to any additional terms reasonably required by Cisco. You will treat such information as Confidential Information.
- 2.6 **Subscription Renewal.** Usage Rights in Cisco Technology acquired on a subscription basis will automatically renew for the renewal period indicated on the order You or Your Cisco Partner placed with Cisco (“**Renewal Term**”) unless:
 - (a) You notify Your Approved Source in writing at least 45 days before the end of Your then-current Usage Term of Your intention not to renew; or
 - (b) You or Your Cisco Partner elect not to auto-renew at the time of the initial order placed with Cisco. Your Approved Source will notify You reasonably in advance of any Renewal Term if there are fee changes. The new fees will apply for the upcoming Renewal Term unless You or Your Cisco Partner promptly notify Cisco in writing, before the renewal date, that You do not accept the fee changes. In that case, Your subscription will terminate at the end of the current Usage Term.

3. Additional Conditions of Use

- 3.1 **Cisco Technology Generally.** Unless expressly agreed by Cisco, You may not:
 - (a) transfer, sell, sublicense, monetize or make the functionality of any Cisco Technology available to any third party;
 - (b) use the Software on second hand or refurbished Cisco equipment not authorized by Cisco, or use Software licensed for a specific device on a different device (except as permitted under [Cisco's Software License Portability Policy](#));
 - (c) remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks;
 - (d) reverse engineer, decompile, decrypt, disassemble, modify, or make derivative works of the Cisco Technology; or
 - (e) use Cisco Content other than as part of Your permitted use of the Cisco Technology.
- 3.2 **Cloud Services.** You will not intentionally:
 - (a) interfere with other customers' access to, or use of, the Cloud Service, or with its security;
 - (b) facilitate the attack or disruption of the Cloud Service, including a denial-of-service attack, unauthorized access, penetration testing, crawling or distribution of malware (including viruses, trojan horses, worms, time bombs, spyware, adware and cancelbots);
 - (c) cause an unusual spike or increase in Your use of the Cloud Service that negatively affects operation of the Cloud Service; or
 - (d) submit any information that is not contemplated in the applicable Documentation.
- 3.3 **Evolving Cisco Technology**
 - (a) **Changes to Cloud Services.** Cisco may:
 - (1) enhance or refine a Cloud Service, although in doing so, Cisco will not materially reduce the core functionality of that Cloud Service, except as contemplated in Section 3.3(b) (End of Life); and
 - (2) perform scheduled maintenance of the infrastructure and software used to provide a Cloud Service, during which You may experience some disruption to that Cloud Service. Whenever reasonably practicable, Cisco will provide You with advance notice of such maintenance. You acknowledge that occasionally, Cisco may need to perform emergency maintenance without providing You advance notice, during which Cisco may temporarily suspend Your access to, and use of, the Cloud Service.
 - (b) **End of Life**
 - (1) Cisco may end the life of Cisco Technology, including component functionality (“**EOL**”), by providing written notice on [Cisco.com](#). If You or Your Cisco Partner prepaid a fee for Your use of Cisco Technology that becomes EOL before the expiration of Your then-current Usage Term, Cisco will use commercially reasonable efforts to transition You to a substantially similar Cisco Technology. If Cisco does not have substantially similar Cisco Technology, then

Cisco will credit You or Your Cisco Partner any unused portion of the prepaid fee for the Cisco Technology declared EOL ("**EOL Credit**").

- (2) The EOL Credit will be calculated from the last date the applicable Cisco Technology is available to the last date of the applicable Usage Term. Such credit can be applied towards the future purchase of Cisco products.

- 3.4 **Protecting Account Access.** You will keep all account information up to date, use reasonable means to protect Your account information, passwords and other login credentials, and promptly notify Cisco of any known or suspected unauthorized use of or access to Your account.
- 3.5 **Use with Third Party Products.** If You use the Cisco Technology with third party products, such use is at Your risk. You are responsible for complying with any third-party provider terms, including its privacy policy. Cisco does not provide support or guarantee ongoing integration support for products that are not a native part of the Cisco Technology.
- 3.6 **Open Source Software.** Open source software not owned by Cisco is subject to separate license terms set out at www.cisco.com/go/opensource. Cisco's use of open source code in Cisco Technology will not:
 - (a) materially or adversely affect Your ability to exercise Usage Rights in that Cisco Technology; or
 - (b) cause Your software to become subject to an open source license, provided You only use Cisco Technology in accordance with Documentation and in object code form.

4. Fees

To the extent permitted by law, orders for the Cisco Technology are non-cancellable. Fees for Your use of Cisco Technology are set out in Your purchase terms with Your Approved Source. If You use Cisco Technology beyond Your Entitlement ("**Overage**"), the Approved Source may invoice You, and You agree to pay, for such Overage.

5. Confidential Information and Use of Data

5.1 Confidentiality

- (a) Recipient will hold in confidence and use no less than reasonable care to avoid disclosure of any Confidential Information to any third party, except for its employees, affiliates and contractors who have a need to know ("**Permitted Recipients**").
- (b) Recipient:
 - (1) must ensure that its Permitted Recipients are subject to written confidentiality obligations no less restrictive than the Recipient's obligations under this EULA; and
 - (2) is liable for any breach of this Section by its Permitted Recipients.
- (c) Such nondisclosure obligations will not apply to information which:
 - (1) is known by Recipient without confidentiality obligations;
 - (2) is or has become public knowledge through no fault of Recipient; or
 - (3) is independently developed by Recipient.
- (d) Recipient may disclose Discloser's Confidential Information if required under a regulation, law or court order provided that Recipient provides prior notice to Discloser (to the extent legally permissible) and reasonably cooperates, at Discloser's expense, regarding protective actions pursued by Discloser.
- (e) Upon the reasonable request of Discloser, Recipient will either return, delete or destroy all Confidential Information of Discloser and certify the same.

5.2 How We Use Data.

Cisco will access, process and use data in connection with Your use of the Cisco Technology in accordance with applicable privacy and data protection laws. Cisco's Customer Master Data Protection Agreement ("**Customer MDPA**") which is available at this [link](#) (or terms executed between You and Cisco governing the same scope) is incorporated by reference and solely applies to Your personal data as defined in the MDPA processed by Cisco on Your behalf when using the Cisco Technology. For further detail, please visit [Cisco's Security and Trust Center](#).

- 5.3 **Notice and Consent.** To the extent Your use of the Cisco Technology requires it, You are responsible for providing notice to, and obtaining consents from, individuals regarding the collection, processing, transfer and storage of their data through Your use of the Cisco Technology.

6. Ownership

- 6.1 Unless agreed in writing, nothing in this EULA transfers ownership in, or grants any license to, any intellectual property rights. You retain any ownership of Your content and Cisco retains ownership of the Cisco Technology and Cisco Content.
- 6.2 Cisco may use any feedback You provide in connection with Your use of the Cisco Technology as part of its business operations.

7. Indemnification

- 7.1 **Claims.** Cisco will defend any third party claim against You that Your valid use of Cisco Technology under Your Entitlement infringes a third party's patent, copyright or registered trademark (the "**IP Claim**"). Cisco will indemnify You against the final judgment entered by a court of competent jurisdiction or any settlements arising out of an IP Claim, provided that You:

- (a) promptly notify Cisco in writing of the IP Claim;
- (b) fully cooperate with Cisco in the defense of the IP Claim; and
- (c) grant Cisco the right to exclusively control the defense and settlement of the IP Claim, and any subsequent appeal.

Cisco will have no obligation to reimburse You for attorney fees and costs incurred prior to Cisco's receipt of notification of the IP Claim. You, at Your own expense, may retain Your own legal representation.

- 7.2 **Additional Remedies.** If an IP Claim is made and prevents Your exercise of the Usage Rights, Cisco will either procure for You the right to continue using the Cisco Technology, or replace or modify the Cisco Technology with functionality that is at least equivalent. Only if Cisco determines that these alternatives are not reasonably available, Cisco may terminate Your Usage Rights granted under this EULA upon written notice to You and will refund You a prorated portion of the fee You paid for the Cisco Technology for the remainder of the unexpired Usage Term.

- 7.3 **Exclusions.** Cisco has no obligation regarding any IP Claim based on:

- (a) compliance with any designs, specifications, or requirements You provide or a third party provides;
- (b) Your modification of any Cisco Technology or modification by a third party;
- (c) the amount or duration of use made of the Cisco Technology, revenue You earned, or services You offered;
- (d) combination, operation, or use of the Cisco Technology with non-Cisco products, software or business processes;
- (e) Your failure to modify or replace the Cisco Technology as required by Cisco; or
- (f) any Cisco Technology provided on a no charge, beta or evaluation basis.

- 7.4 This Section 7 states Cisco's entire obligation and Your exclusive remedy regarding any IP Claim against You.

8. Warranties and Representations

- 8.1 **Performance.** Cisco warrants that:

- (a) for 90 days from the Delivery Date or longer as stated in Documentation, or on www.cisco.com/go/warranty, the Software substantially complies with the Documentation; and
- (b) during the Usage Term, it provides the Cloud Services with commercially reasonable skill and care in accordance with the Documentation and Product Specific Terms.

- 8.2 **Malicious Code.** Cisco will use commercially reasonable efforts to deliver Cisco Technology free of Malicious Code.

- 8.3 **Qualifications**

- (a) Sections 8.1 and 8.2 do not apply if the Cisco Technology or the equipment on which it is authorized for use:
 - (1) has been altered, except by Cisco or its authorized representative;
 - (2) has been subjected to abnormal physical conditions, accident or negligence, or installation or use inconsistent with this EULA or Cisco's instructions;
 - (3) is acquired on a no charge, beta or evaluation basis;
 - (4) is not a Cisco-branded product or service; or
 - (5) has not been provided by an Approved Source.

- (b) Upon Your prompt written notification to the Approved Source during the warranty period of Cisco's breach of this Section 8, Your sole and exclusive remedy (unless otherwise required by law) is, at Cisco's option, either:
 - (1) repair or replacement of the applicable Cisco Technology; or
 - (2) a refund of either:
 - (A) the license fees paid for the non-conforming Software; or
 - (B) the fees paid for the period in which the Cloud Service did not comply, excluding any amounts paid or owed under an applicable service level agreement/objective.
- (c) Where Cisco provides a refund of license fees for Software, You must return or destroy all copies of the applicable Software.
- (d) **Except as set out in this Section and to the extent permitted by law, Cisco expressly disclaims all warranties and conditions of any kind, express or implied, including without limitation any warranty, condition or other implied term as to merchantability, fitness for a particular purpose or non-infringement, or that the Cisco Technology will be secure, uninterrupted or error-free.**
- (e) If You are a consumer, You may have legal rights in Your country of residence that prohibit the limitations set out in this Section from applying to You, and, to the extent prohibited, they will not apply.

9. Liability

- 9.1 Neither party will be liable for indirect, incidental, exemplary, special or consequential damages; loss or corruption of data or interruption or loss of business; or loss of revenues, profits, goodwill or anticipated sales or savings.
- 9.2 The maximum aggregate liability of each party under this EULA is limited to:
 - (a) for claims solely arising from Software licensed on a perpetual basis, the fees received by Cisco for that Software; or
 - (b) for all other claims, the fees received by Cisco for the applicable Cisco Technology and attributable to the 12 month period immediately preceding the first event giving rise to such liability.
- 9.3 Sections 9.1 and 9.2 do not apply to liability arising from:
 - (a) Your failure to pay all amounts due; or
 - (b) Your breach of Sections 2.1 (License and Right to Use), 3.1 (Cisco Technology Generally), 3.2 (Cloud Services) or 12.8 (Export).
- 9.4 This limitation of liability applies whether the claims are in warranty, contract, tort (including negligence), infringement, or otherwise, even if either party has been advised of the possibility of such damages. Nothing in this EULA limits or excludes any liability that cannot be limited or excluded under applicable law. This limitation of liability is cumulative and not per incident.

10. Termination and Suspension

- 10.1 **Suspension.** Cisco may immediately suspend Your Usage Rights if You breach Sections 2.1 (License and Right to Use), 3.1 (Cisco Technology Generally), 3.2 (Cloud Services), 5.1 (Confidentiality) or 12.8 (Export).
- 10.2 **Termination**
 - (a) If a party materially breaches this EULA and does not cure that breach within 30 days after receipt of written notice of the breach, the non-breaching party may terminate this EULA for cause.
 - (b) Cisco may immediately terminate this EULA if You breach Sections 2.1 (License and Right to Use), 3.1 (Cisco Technology Generally), 3.2 (Cloud Services) or 12.8 (Export).
 - (c) Upon termination of the EULA, You must stop using the Cisco Technology and destroy any copies of Software and Confidential Information within Your control.
 - (d) If this EULA is terminated due to Cisco's material breach, Cisco will refund You or Your Approved Source, the prorated portion of fees You have prepaid for the Usage Rights beyond the date of termination.
 - (e) Upon Cisco's termination of this EULA for Your material breach, You will pay Cisco or the Approved Source any unpaid fees through to the end of the then-current Usage Term. If You continue to use or access any Cisco Technology after termination, Cisco or the Approved Source may invoice You, and You agree to pay, for such continued use.

11. Verification

- 11.1 During the Usage Term and for a period of 12 months after its expiry or termination, You will take reasonable steps to maintain complete and accurate records of Your use of the Cisco Technology sufficient to verify compliance with this EULA ("**Verification Records**"). Upon reasonable advance notice, and no more than once per 12 month period, You will, within 30 days from Cisco's notice, allow Cisco and its auditors access to the Verification Records and any applicable books, systems (including Cisco product(s) or other equipment), and accounts during Your normal business hours.
- 11.2 If the verification process discloses underpayment of fees:
- (a) You will pay such fees; and
 - (b) You will also pay the reasonable cost of the audit if the fees owed to Cisco as a result exceed the amounts You paid for Your Usage Rights by more than 5%.

12. General Provisions

- 12.1 **Survival.** Sections 3 (Additional Conditions of Use), 4 (Fees), 5 (Confidential Information and Use of Data), 6 (Ownership), 8 (Warranties and Representations), 9 (Liability), 10 (Termination and Suspension), 11 (Verification) and 12 (General Provisions) survive termination or expiration of this EULA.
- 12.2 **Third Party Beneficiaries.** This EULA does not grant any right or cause of action to any third party.
- 12.3 **Assignment and Subcontracting.**
- (a) Except as set out below, neither party may assign or novate this EULA in whole or in part without the other party's express written consent.
 - (b) Cisco may:
 - (1) by written notice to You, assign or novate this EULA in whole or in part to an Affiliate of Cisco, or otherwise as part of a sale or transfer of any part of its business; or
 - (2) subcontract any performance associated with the Cisco Technology to third parties, provided that such subcontract does not relieve Cisco of any of its obligations under this EULA.
- 12.4 **US Government End Users.** The Software, Cloud Services and Documentation are deemed to be "commercial computer software" and "commercial computer software documentation" pursuant to FAR 12.212 and DFARS 227.7202. All US Government end users acquire the Software, Cloud Services and Documentation with only those rights set forth in this EULA. Any provisions that are inconsistent with federal procurement regulations are not enforceable against the US Government.
- 12.5 **Cisco Partner Transactions.** If You purchase Cisco Technology from a Cisco Partner, the terms of this EULA apply to Your use of that Cisco Technology and prevail over any inconsistent provisions in Your agreement with the Cisco Partner.
- 12.6 **Modifications to the EULA.** Cisco may change this EULA or any of its components by updating this EULA on Cisco.com. Changes to the EULA apply to any Entitlements acquired or renewed after the date of modification.
- 12.7 **Compliance with Laws**
- (a) **General.** Each party will comply with all laws and regulations applicable to their respective obligations under this EULA. Cisco may restrict the availability of Cisco Technology in any particular location or modify or discontinue features to comply with applicable laws and regulations.
 - (b) **Data collection and transfer.** If You use the Cisco Technology in a location with local laws requiring a designated entity to be responsible for collection of data about individual end users and transfer of data outside of that jurisdiction (e.g. Russia and China), You acknowledge that You are the entity responsible for complying with such laws.
- 12.8 **Export.** Cisco's Software, Cloud Services, products, technology and services (collectively the "**Cisco Products**") are subject to U.S. and local export control and sanctions laws. You acknowledge and agree to the applicability of and Your compliance with those laws, and You will not receive, use, transfer, export or re-export any Cisco Products in a way that would cause Cisco to violate those laws. You also agree to obtain any required licenses or authorizations.
- 12.9 **Governing Law and Venue.** This EULA, and any disputes arising from it, will be governed exclusively by the governing law below, based on Your primary place of business and without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods. The courts and venues set out below will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the EULA or its formation, interpretation or enforcement. Each party consents and submits to the exclusive jurisdiction of

such courts. Regardless of the below governing law, either party may seek interim injunctive relief in any court of appropriate jurisdiction regarding any alleged breach of Cisco's intellectual property or proprietary rights.

Your Primary Place of Business	Governing Law	Jurisdiction and Venue
United States, Latin America or the Caribbean, or any other location not specified below.	State of California, United States	Superior Court of California, County of Santa Clara and Federal Courts of the Northern District of California
Africa	England	English Courts
Asia*	England	English Courts
Australia	State of New South Wales, Australia	State and Federal Courts in New South Wales
Canada	Province of Ontario, Canada	Courts of the Province of Ontario
China	People's Republic of China	Hong Kong International Arbitration Center
Europe*	England	English Courts
Italy	Italy	Court of Milan
Japan	Japan	Tokyo District Court of Japan
Middle East	England	English Courts
Oceania*	England	English Courts

* Excluding countries listed separately in this table.

If You are a US public sector agency or government institution in the United States, the laws of the primary jurisdiction in which You are located will govern the EULA and any disputes arising from it. For US Federal Government customers, this EULA will be controlled and construed under the laws of the United States.

- 12.10 **Notice.** Any notice delivered by Cisco to You under this EULA will be delivered via email, regular mail or postings on [Cisco.com](https://www.cisco.com). Notices to Cisco should be sent to Cisco Systems, Office of General Counsel, 170 West Tasman Drive, San Jose, CA 95134 unless this EULA, applicable Product Specific Terms or an order specifically allows other means of notice.
- 12.11 **Force Majeure.** Except for payment obligations, neither party will be responsible for failure to perform its obligations due to an event or circumstances beyond its reasonable control.
- 12.12 **No Waiver.** Failure by either party to enforce any right under this EULA will not waive that right.
- 12.13 **Severability.** If any portion of this EULA is not enforceable, it will not affect any other terms.
- 12.14 **Entire agreement.** This EULA is the complete agreement between the parties regarding the subject matter of this EULA and supersedes all prior or contemporaneous communications, understandings or agreements (whether written or oral).
- 12.15 **Translations.** Cisco may provide local language translations of this EULA in some locations. You agree those translations are provided for informational purposes only and if there is any inconsistency, the English version of this EULA will prevail.
- 12.16 **Order of Precedence.** If there is any conflict between this EULA and any Product Specific Terms expressly referenced in this EULA, the order of precedence is:
- such Product Specific Terms;
 - this EULA (excluding the Product Specific Terms and any Cisco policies); then
 - any applicable Cisco policy expressly referenced in this EULA and any agreement expressly incorporated by reference.

13. Definitions

"Affiliate" means any corporation or company that directly or indirectly controls, or is controlled by, or is under common control with the relevant party, where "control" means to: (a) own more than 50% of the relevant party;

or (b) be able to direct the affairs of the relevant party through any lawful means (e.g., a contract that allows control).

“Approved Source” means Cisco or a Cisco Partner.

“Authorized Third Parties” means Your Users, Your Affiliates, Your third party service providers, and each of their respective Users, permitted to access and use the Cisco Technology on Your behalf as part of Your Entitlement.

“Cisco” “we” “our” or “us” means Cisco Systems, Inc. or its applicable Affiliate(s).

“Cisco Content” means any:

- (a) content or data provided by Cisco to You as part of Your use of the Cisco Technology; and
- (b) content or data that the Cisco Technology generates or derives in connection with Your use.

Cisco Content includes geographic and domain information, rules, signatures, threat intelligence and data feeds and Cisco’s compilation of suspicious URLs.

“Cisco Partner” means a Cisco authorized reseller, distributor or systems integrator authorized by Cisco to sell Cisco Technology.

“Cloud Service” means the Cisco hosted software-as-a-service offering or other Cisco cloud-enabled feature described in the applicable Product Specific Terms. Cloud Service includes applicable Documentation and may also include Software.

“Confidential Information” means non-public proprietary information of the disclosing party (**“Discloser”**) obtained by the receiving party (**“Recipient”**) in connection with this EULA, which:

- (a) is conspicuously marked as confidential or if verbally disclosed, is summarized in writing to the Recipient within 14 days and marked as confidential; or
- (b) is information which by its nature should reasonably be considered confidential whether disclosed in writing or verbally.

“Delivery Date” means the date agreed in Your Entitlement, or if no date is agreed:

- (a) where Usage Rights in Software or Cloud Services are granted separately:
 - (1) for Software, the earlier of the date Software is made available for download or installation, or the date that Cisco ships the tangible media containing the Software; and
 - (2) for Cloud Services, the date on which the Cloud Service is made available for Your use; or
- (b) where Usage Rights in Software and Cloud Services are granted together, the earlier of the date Software is made available for download, or the date on which the Cloud Service is made available for Your use.

“Documentation” means the technical specifications and usage materials officially published by Cisco specifying the functionalities and capabilities of the applicable Cisco Technology.

“Entitlement” means the specific metrics, duration, and quantity of Cisco Technology You commit to acquire from an Approved Source through individual acquisitions or Your participation in a Cisco buying program.

“Malicious Code” means code designed or intended to disable or impede the normal operation of, or provide unauthorized access to, networks, systems, Software or Cloud Services other than as intended by the Cisco Technology (for example, as part of some of Cisco’s security products).

“Product Specific Terms” means additional product related terms applicable to specific Cisco Technology as set out at www.cisco.com/go/softwareterms.

“Software” means the Cisco computer programs, including Upgrades, firmware and applicable Documentation.

“Upgrades” means all updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Software.

“Usage Term” means the period commencing on the Delivery Date and continuing until expiration or termination of the Entitlement, during which period You have the right to use the applicable Cisco Technology.

“User” means the individuals (including contractors or employees) permitted to access and use the Cisco Technology on Your behalf as part of Your Entitlement.

“You” means the individual or legal entity acquiring Usage Rights in the Cisco Technology.

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Sandra Saunders
Phone: (800) 800-0019 ext. 34347
Fax: (603) 683-1154
Email: sandra.saunders@connection.com

25407507.02

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 10/11/2022
Valid Through: 11/10/2022
Account #: s01674

Account Manager:
Phone:
Fax:
Email:

Customer Contact: Brian Glisan
Email: bglisan@allconet.org

Phone: (301) 759-6441
Fax:

QUOTE PROVIDED TO:	SHIP TO:
AB#: 11130651 CITY OF CUMBERLAND ACCOUNTS PAYABLE 57 NORTH LIBERTY STREET CUMBERLAND, MD 21501 (301) 722-2000	AB#: 15060628 CITY OF CUMBERLAND JOHNNA BYERS 57 N LIBERTY ST CUMBERLAND, MD 21502 (301) 759-6441

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	24.00 lbs	Net 30	

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	1	41314087	A-FLEX-3	Collaboration Flex Plan 3.0 Cisco-License	Cisco-License	\$ -	\$ -
2	1	41314088	SVS-FLEX-SUPT-B AS	Basic Support for Flex Plan Cisco-License	Cisco-License	\$ -	\$ -
3	205	41406258	A-FLEX-NUCL-P	Webex Calling Professional Cisco Saas	Cisco Saas	\$ 102.65	\$ 21,043.25
4	205	41371839	A-FLEX-C-PRO	Webex Calling Entitlement Cisco Saas	Cisco Saas	\$ -	\$ -
5	205	41371841	A-FLEX-P-CALL	Prem to Webex Calling / UCM Cloud Cisco Saas	Cisco Saas	\$ -	\$ -
6	4,100	41371844	A-FLEX-FILESTG- ENT	File Storage Entitlement Cisco Saas	Cisco Saas	\$ -	\$ -
7	205	41371845	A-FLEX-PROPACK- ENT	Pro Pack for Cisco Control Hub Entitlement Cisco-License	Cisco-License	\$ -	\$ -
8	205		A-FLEX-MSG-NU-E NT	Messaging Named User Entitlement		\$ -	\$ -
9	1	41409927	A-FLEX-ERC	Emergency Response Center Call fee per location search US Cisco Saas	Cisco Saas	\$ -	\$ -
10	205	41378900	A-AUD-OCPI-NU	Outbound Calling Plan - Named User Cisco Saas	Cisco Saas	\$ 45.60	\$ 9,348.00
11	1	41418443	A-AUD-OCPI-U	OCPL from the US Unlimited Cisco Saas	Cisco Saas	\$ -	\$ -
12	1	41406259	A-AUD-U-TN	Telephone # (TN) for US Cisco Saas	Cisco Saas	\$ -	\$ -
13	1		A-AUD-PSTN-INT	International Metered Calling for Non Local		\$ -	\$ -
14	1	41530489	A-AUD-U-TN-NL	Outbound Calling Plan - Committed Enterprise Agreement User Cisco Saas	Cisco Saas	\$ -	\$ -
15	1		A-AUD-PSTN-INT- NL			\$ -	\$ -
16	205	41428007	A-FLEX-CALL-ASS IST	Cloud Calling Setup Assist Cisco Saas	Cisco Saas	\$ 23.23	\$ 4,762.15

SALES QUOTE

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* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
17	10	35062674	ATA192-3PW-K9	ATA 192 Multiplatform Analog Telephone Adapter Cisco	Cisco	\$ 91.02	\$ 910.20
18	10	41522374	CON-SNT-TAQK99Q 4	US Only Smart Net Total Care 8x5 Next Business Day Cisco/Service	Cisco/Service	\$ 13.14	\$ 131.40
19	10	37248421	ATA191-CLIP-NA	Power Clip for ATA191 & ATA192 Cisco	Cisco	\$ -	\$ -
						Subtotal	\$ 36,195.00
						Fee	\$ 0.00
						Shipping and Handling	\$ 0.00
						Tax	Exempt!
						Total	\$ 36,195.00



ORDERING INFORMATION
GovConnection, Inc. DBA Connection

Please contact your account manager with any questions.

Ordering Address
GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Remittance Address
GovConnection, Inc.
Box 536477
Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
CEC:	80-068888K
Cage Code:	OGTJ3
Business Size:	LARGE
Erate Spin Number:	143026005

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one: <https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Please forward your Contract or Purchase Order to:

SLEDOPS@connection.com

QUESTIONS: Call 800-800-0019

File Attachments for Item:

. Order 27,132 - accepting the proposal from Wycliffe Technologies to replace old cameras in City Hall and the Public Safety Building in the amount not to exceed \$79,056

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

ORDER NO. 27,132

DATE: November 15, 2022

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

THAT, the proposal from Wycliffe Technologies, PO BOX 1369, Suite 101, Middletown, MD 21769 to replace old cameras in City Hall and the Public Safety Building be and is hereby accepted in the amount not-to-exceed Seventy Nine Thousand Fifty Six Dollars and No Cents (\$79,056).

Raymond M. Morriss, Mayor

Budget: 001.033.64000

Council Agenda Summary

Meeting Date:

Key Staff Contact: Johnna Byers, Director IT

Item Title:

Replace failing cameras in City Hall/Public Safety

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

IT requests sole source permission to accept a proposal from Wycliffe Technologies to replace old/failing cameras in City Hall and Public Safety at a cost not to exceed \$79056.

In 2020, IT used the RFP process to choose a camera system vendor for the Centre City Parking Garage. As part of that RFP, the intention was to choose a system to which we could add cameras at other facilities. Also, as part of that RFP, the intention was to choose a vendor who could be used to add the other cameras in other facilities.

Since 2020, we have added equipment in the Service Center, City Hall, and Public Safety, each time utilizing Wycliffe for installation, setup, and purchase of the equipment. What we are requesting today is to replace the last part of existing equipment in City Hall and Public Safety, including numerous failing cameras.

Jeff Silka has approved this project contingent on funding, which was approved in the IT budget.

Amount of Award: \$79056

Budget number: 001.033 64000

Grant, bond, etc. reference:

PROJECT PROPOSAL

Proposal: 5777-3-0

City Hall and Public Safety Camera Upgrade v3

PREPARED FOR:

City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

E:

PRESENTED BY:

David Lok
C: (301) 835-5258
O: (240) 629-8662 Ext. 401
dlok@wycliffeinc.com
PO Box 1369, Suite 101
Middletown, MD 21769
www.wycliffeinc.com



WYCLIFFE
TECHNOLOGIES

CLIENT INFORMATION

Name: City of Cumberland

Site

57 N Liberty Street
Cumberland, MD 21502

Billing

57 N Liberty Street
Cumberland, MD 21502

Contact

P
E

SCOPE OF WORK

Wycliffe Technologies (WT) will provide and install upgraded IP cameras at the Public Safety Building and City Hall.

Public Safety Building will include ten (10) new Indoor 2MP IP Dome Cameras. These cameras are specified to cover doors and entrances. Not recommended for covering large areas. One (1) 180-degree camera for the fire apparatus room.

City Hall will include six (6) Indoor 2MP IP Dome Cameras. These cameras are specified to cover doors and entrances. Not recommended for covering large areas. Two (2) Outdoor Multi-sensor IP Dome Cameras (4 x 5MP sensors) to be installed on the exterior of the building.

WT has included installation, programming, testing and commissioning.

WT has included one (1) Basic End User Training Class.

WT will program system for integration with the existing City's Milestone Video Management System.

WT assumes CAT6 cable runs not to exceed 300 feet and plan to re-use existing cable pathways. If distance of camera exceeds 300 feet, a Power-Over-Ethernet injector will be required or additional network infrastructure will be required (not included in proposal).

WT will install additional storage to provide 30 days of video retention for the additional cameras. Cameras will be programmed to record at 10 frames per second when motion is detected.

ALL PROJECTS BILLED USING AIA BILLING, CENTERED AROUND A SCHEDULE OF VALUES AND PERCENT COMPLETE OF EACH SCHEDULED VALUE. IN ADDITION, WE WILL PROVIDE OUR SCHEDULE OF VALUES AS A SUBMITTAL FOR APPROVAL PRIOR TO ITS USE.

This proposal is valid for 30 days. Wycliffe reserves the right to modify our pricing if not accepted within 30 days of the proposal submittal date. All cable run distances are based on manufacturer and industry standards and requirements.

Exclusions:

- Any NEW conduits, pathways, high voltage wiring panels or breakers.
- Any concrete saw cutting and/or core drilling.
- Any wall, ceiling, roof, or floor penetration.
- Any additional network racks and configuration of network switches. Does not apply to switches that are provided by WT.

This information is proprietary and confidential to Wycliffe Enterprises, Inc. doing business as Wycliffe Technologies and is only for the use of the individual or entity to whom it was delivered.

- Warranty or Customer Care service coverage for Owner Furnished Equipment or Equipment Furnished by Others.
- Network configurations.

Assumptions:

- WT will use existing pathways and wall penetrations.
- Existing camera locations do not exceed 300 feet to the video server.
 - All cameras will be home run to one (1) MDF.
- All existing camera locations are accessible with a 10 feet ladder.
- Proposal does not include bid bond or payment/performance bond. One may be provided upon request.
- During any warranty period Wycliffe Technologies is not responsible for any Microsoft patches issued that cause interruptions to newly installed software and other peripherals equipment.
- Prices may vary due to the commodities market and prices are subject to change.
- Wycliffe Technologies cannot be held responsible for manufacturer lead times and increase to freight delivery times/costs.
- ALL PROJECTS BILLED USING AIA BILLING, CENTERED AROUND A SCHEDULE OF VALUES AND PERCENT COMPLETE OF EACH SCHEDULED VALUE. IN ADDITION, WE WILL PROVIDE OUR SCHEDULE OF VALUES AS A SUBMITTAL FOR APPROVAL PRIOR TO ITS USE.

CLAUSE: DUE TO FORCE MAJEURE COVID-19 PANDEMIC, RATES AND LEAD TIMES ARE SUBJECT TO CHANGE.

PERFORMANCE & DELIVERABLES

Provided By

WT	Material as listed on BOM
Not Provided	Applicable Taxes Included
WT	One Year Warranty on Parts
WT	90 Day Warranty on Labor
Not Provided	Low Voltage Permits
Not Provided	Submittal Drawings
Not Provided	System is Design/Build
Not Provided	Stamped Drawings (Architectural & M/E/P)
Not Provided	System Meets Plans/Drawings Provided by Customer
WT	Mounting of Devices
WT	Termination of Devices
WT	Project Management
Not Provided	Payment and Performance Bonds
WT	Installation of Wire and Cable
Not Provided	Installation of Wire Hangers
Not Provided	Installation of Conduit and Boxes
Not Provided	Installation of 120v power to all Systems
Not Provided	Specialty Back Boxes
Not Provided	Fire Alarm System Tie In
Not Provided	Aerial Lifts
Not Provided	Fire Stopping (Excluding Existing Penetrations)
Not Provided	Door Hardware
Not Provided	On-Site Lockable Storage Facility
Not Provided	Servers and Workstations
Not Provided	Network Connectivity
Not Provided	IP Addresses (Range)
WT	Basic System Programming (Software Installation, Assign Admin & test functionality).
Not Provided	Advanced System Programming – (Software Installation, Build User Groups, Site Plan, 3 rd Party Integrations, Camera Call Up, Card Holder Database Import)
Not Provided	Software Licensing
Not Provided	As Built Drawings
Not Provided	Operations and Maintenance Manuals
Not Provided	Owner Training
Not Provided	System Commissioning
Not Provided	Billing Requirements Confirmed (e.g. AIA)
WT	Furnish Cabling
WT	WT normal hours are Monday through Friday 6:00 AM until 2:30 PM excludes Weekends and Holidays
Not Provided	Working outside of normal business hours
Not Provided	Monitoring Service
Not Provided	Software Maintenance
Not Provided	System Maintenance

This information is proprietary and confidential to Wycliffe Enterprises, Inc. doing business as Wycliffe Technologies and is only for the use of the individual or entity to whom it was delivered.

PROJECT INVESTMENT

Public Safety Building			
QTY	Manufacturer	Part #	Description
10	Hanwha Techwin (Samsung)	XND-L6080V	Wisenet X powered by Wisenet 5 network indoor vandal dome camera, 2MP, Full HD(1080p) @60fps, motorized vari-focal lens 3.1x (3.2~10mm) (109~33.2), tr
3	Mohawk	CM-00424MWK-6U-02	23-4P UTP-CMR SOL BC CAT6 PCV/PVC Black Jacket
2	Seagate	16TBHDD	16TB HDD
11	Milestone Systems, Inc	XPPPLUSDL	XProtect Professional+ Device License
11	Milestone Systems, Inc	Y5XPPPLUSDL	Five years Care Plus for XProtect Professional+ Device License
1	Wycliffe Technologies	WT-MISC	Misc. Materials
1	Belden	DC6PPF1U24BK	CAT6 Patch Panel, 24 Port, 1U
11	Black Box Network Services	C6PC70-BL-03	CAT6 Patch Cable, Unshielded, Blue, 3-ft.
10	Hanwha Techwin (Samsung)	SBP-300WM1	Wall mount for SCP-3430H, SCP-2430H, SCP-3370TH, SCP-3370H (Camera)
10	Hanwha Techwin (Samsung)	SBP-300HM8	Hanging mount for PND-9080R, SCD-6081R, SND-6084R, SND-6084 (Camera)
1	Hanwha Techwin	PNM-9022V	8.3MP (180 degree/209 degree)
1	Hanwha Techwin	SBP-390WMW2	Wall Mount Arm White
1	Hanwha Techwin	SBP-276HMMW	Cap Adapter

Public Safety Building SubTotal

\$38,816.00

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City Hall			
QTY	Manufacturer	Part #	Description
2	Hanwha Techwin (Samsung)	PNM-9085RQZ	5MP x 4ch multi-directional camera, Motorized PTRZ support, Max. 30fps@5MP(H.265, H.264), 4.13~9.4mm(2.3x) motorized varifocal lens, IR viewable length
2	Hanwha Techwin (Samsung)	SBP-390WMW2	Wall Mount Accessory, 2x knock out built-in, compatible with all full size outdoor PTZs and all caps, White color
2	Hanwha Techwin (Samsung)	SBP-317HMW	Can be used with PNM-9084RQZ/9085RQZ. Mount screw size : PF 1 1/2", White
6	Hanwha Techwin (Samsung)	XND-L6080V	Wisenet X powered by Wisenet 5 network indoor vandal dome camera, 2MP, Full HD(1080p) @60fps, motorized vari-focal lens 3.1x (3.2~10mm) (109~33.2), tr
3	Mohawk	CM-00424MWK-6U-02	23-4P UTP-CMR SOL BC CAT6 PCV/PVC Black Jacket
2	Seagate	16TBHDD	16TB HDD
8	Milestone Systems, Inc	XPPPLUSDL	XProtect Professional+ Device License
8	Milestone Systems, Inc	Y5XPPPLUSDL	Five years Care Plus for XProtect Professional+ Device License
1	Wycliffe Technologies	WT-MISC	Misc. Materials
1	Belden	DC6PPF1U24BK	CAT6 Patch Panel, 24 Port, 1U
8	Black Box Network Services	C6PC70-BL-03	CAT6 Patch Cable, Unshielded, Blue, 3-ft.
6	Hanwha Techwin (Samsung)	SBP-300WM1	Wall mount for SCP-3430H, SCP-2430H, SCP-3370TH, SCP-3370H (Camera)
6	Hanwha Techwin (Samsung)	SBP-300HM8	Hanging mount for PND-9080R, SCD-6081R, SND-6084R, SND-6084 (Camera)
2	Ditek	DTK-MRJETHS	Ditek Surge Suppressors for Cameras

City Hall SubTotal

\$40,240.00

Financial Summary

Purchase Price

\$79,056.00

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PROJECT ACCEPTANCE

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WYCLIFFE TECHNOLOGIES

Name: David Lok

Signature: _____

Title: Engineering Team Lead

Date: November 4, 2022

City of Cumberland

Name: _____

Signature: _____

Title: _____

Date: November 4, 2022

File Attachments for Item:

. Order 27,133 - declaring computer equipment as surplus to allow for electronics recycling

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

ORDER NO. 27,133

DATE: November 15, 2022

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

WHEREAS, the Mayor and City Council authorize this equipment to be scrapped or e-cycled;

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 to be scrapped or e-cycled:

# PC's	42
# Monitors	13
Laptops	8
Miscellaneous	14

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date:

Key Staff Contact: Johnna Byers, Director IT

Item Title:

Declare equipment surplus for electronics recycling

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

IT requests the following equipment be declared surplus to allow for electronics recycling. The equipment has no useful value for sale or donation.

#PC's	42
#Monitors	13
Laptops	8
Misc	14

Amount of Award:

Budget number:

Grant, bond, etc. reference:

Item	Serial number	Totals	
Apollo overhead projector		#PC's	42
Phillips DVD player		#Monitors	13
Magnavox 15 inch TV		Laptops	8
Viewsonic 24 inch monitor		Misc	14
Viewsonic 24 inch monitor		(printers/scanners/etc)	
Dell 19 inch monitor			
Acer 19 inch monitor			
Dell Optiplex 3050	2d49gq2		
Optiquest 19 inch monitor			
Dell Optiplex 780	G6C8HM1		
Palo Alto PA-200	1606040702		
Palo Alto PA-500	9401018227		
Palo Alto PA-500	9401017699		
Palo Alto PA-3050	1701007835		
Dell OptiPlex 9010	FBRR9Y1		
Lenovo ThinkCentre M77	MJTLMAW		
Dell PowerEdge server	oX85JH		
Dell Optiplex	3j16pw1		
Dell Optiplex	9jt9pv1		
Dell Optiplex	1t5d871		
Dell Optiplex	b0rw4v1		
Dell Optiplex	fzrpgx1		
Dell Optiplex	hd24wr1		
Dell Optiplex	hy7lb32		
Dell Optiplex	89PZFZ1		
Dell Optiplex	7R5WS12		
Dell Optiplex	BJT9PV1		
Lenovo ThinkCentre M77	MJTLLTX		
Dell Vostro	B906BP1		
Dell Optiplex 780	H6C8HM1		

Lenovo ThinkCentre M77	MJ04B05N			
Dell Optiplex 3020	BF9Q942			
Dell Poweredge R210	9ND72P1			
Dell Optiplex 3010	BJT9PV1			
Dell Vostro	HD24WR1			
Dell Optiplex 7010	FZRPX1			
Dell Optiplex 3020	HY7LB32			
Dell Optiplex 3020	7R5WS12			
Dell Optiplex 3020	89PZFZ1			
Lenovo Thinkpad E560	PF-0Q1VMM16/12			
HP Elitebook 8460p	CNU2251KGC			
HP Elitebook 2540p	CND132F72X			
Dell Optiplex 3020	3TCFN22			
Dell Optiplex 3020	3TCFN2A			
HP ProBook 4530s	CNU21900XV			
Lenovo Thinkstation E30	MJAMVRZ			
Dell Optiplex 755	17SZZD1			
Dell Optiplex 390	M535K A02			
Lenovo Think Station E36	MJAMVTB			
Gateway E-6500		36685098		
Gateway E-6300		35808264		
Ideal.com Magnum G600 Large Format Scanner	GX67D79009R			
Viewsonic VX900 Monitor	A24032343644			
Dell E248WFPb Monitor	CN-0RN071-46633-797-4315			
Gateway 2100 Monitor	MPT5C 50N 11469			
HP W2072a Monitor	CNC219Q04Y			
Acer Veriton VS480G		1200007801		
Acer Veriton VM265		1504956227		
HP Elitebook 2540p	CND109970T			
Viewsonic VS11444 Monitor	RML100803126			
Lenovo Think Centre M83	MJ00U3G7			

Lenovo Think Centre Edge	P8K90TF			
Xerox Phaser 4500 Printer	JEA-2			
Samsung SyncMaster T240 Monitor	TW24HVLQ801809P			
Panasonic CF-52 Laptop	9DTYA5899			
Panasonic CF-50 Laptop	3CYUA01579			
Dell Optiplex 3010	4L3DPV1			
Dell Optiplex 3010	4B1N8Y1			
Dell Latitude E5540	B3GLM12			
Dell Optiplex 3010	50PJTW1			
Dell Optiplex 3020	16JWS12			
Dell Optiplex 3020	1MH0GZ1			
Dell Optiplex7040	4FFP0F2			
ViewSonic VX900 Monitor	A24032241455			
Systemax Venture CPU	105134355			
Gateway M280E Laptop	0035935118			
HP EliteBook 2540P	CND1076QPV			

File Attachments for Item:

. Order 27,134 - declaring certain City-owned properties to be surplus and authorizing them for public sale

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

ORDER NO. 27,134

DATE: November 15, 2022

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

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

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

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

- | | |
|-------------------------|----------------------|
| 1. 406 Goethe Street | Tax ID No. 23-007320 |
| 2. 410 RR Goethe Street | Tax ID No. 23-008831 |
| 3. 412 Goethe Street | Tax ID No. 23-012677 |
| 4. 124 Columbia Street | Tax ID No. 05-004357 |
| 5. 222 Bond Street | Tax ID No. 05-025613 |
| 6. 800 Maryland Avenue | Tax ID No. 04-022017 |
| 7. 804 Maryland Avenue | Tax ID No. 04-012089 |
| 8. 220 Harrison Street | Tax ID No. 22-015974 |

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 27,135 - adopting a revised set of Rules and Regulations for the Government of the Mayor and City Council in place of the prior version adopted by Order 26,320 and amended by Ordinance No. 3735

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

ORDER NO. 27,135

DATE: November 15, 2022

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

THAT, the attached Rules and Regulations for the Government of the Mayor and City Council of Cumberland be and are hereby adopted in place of the prior version adopted by Order 26,189 on September 19, 2017 and amended by Ordinance No. 3735 on March 13, 2013.

Raymond M. Morriss, Mayor

RULES AND REGULATIONS

for the Government of the Mayor and City Council of Cumberland

The following rules and regulations are hereby prescribed for the government of the Mayor and City Council:

RULE 1: Meanings; Rules of Interpretation

The following terms shall have the meanings and shall be interpreted as set forth below, but solely for the purposes of these Rules and Regulations:

“Closed meeting” means a meeting of the Council which is closed to the public.

“Council” means the Mayor and City Council collectively.

“Majority vote” means a majority vote of the members of the Council that are present at a meeting.

“Majority vote of all of the members of the Council” means a majority vote of all of the members of the Council; not just those present at a meeting.

“Meeting” or “meeting of the Council” means a meeting of the Council that is open to the public.

“Order” means an order passed by a majority of the members of the Council present at a meeting of the Council.

“Poll” or “Polling” means a written determination on an “administrative function”, as defined by Section 3-101(b) of the General Provisions Article of the Annotated Code of Maryland, made by all of the members of the Council outside of a meeting.

“Quorum” or “Quorum of the Council” means a majority of the members of the Council.

“Rules and Regulations” means these Rules and Regulations for the Government of the Mayor and City Council of Cumberland.

“Writing” includes electronically submitted documents.

RULE 2: Regular Meetings

The Council shall meet at least twice monthly on the first and third Tuesdays of the month unless a single meeting date is changed by majority vote of the members of Council as determined or unless the meeting dates are changed indefinitely by majority vote at such times as may be prescribed by order of the Council, unless the same be a public holiday, in which event they shall

meet the next day at such time as may be prescribed by order of the Council; provided, however, that a semi-monthly meeting may, by a majority vote of the Council, be postponed to another day, at such time as the Council shall determine, when the Council considers a postponement to be necessary or appropriate.

RULE 3: Meeting Place

Meetings of the Council shall be held at the Council's Chambers in City Hall. No meeting shall be held elsewhere except upon the approval of a majority of the City Council. Such approval may be obtained by polling the councilpersons outside of a meeting. A poll conducted outside of a meeting is an administrative function and, as such, is exempt from the terms of the Maryland Open Meetings Act.

RULE 4: Call to Order

Precisely at the time designated by order, the President of the Council shall take the chair and call the Council to order.

RULE 5: Order of Business

As applicable, the order of business at the regular meetings of the Council shall be:

- I. Recital of the Pledge of Allegiance
- II. Roll Call
- III. Statement of Closed Meeting
- IV. Proclamations
- V. Certificates and Awards
- VI. Presentations
- VII. City Administrator's Report
- VIII. Directors' Reports
- IX. Approval of Minutes
- X. Public Comment Exclusively on Agenda Items
- XI. Public Hearings
- XII. Unfinished Business
- XIII. New Business
- XIV. Public Comments on Matters other than Agenda Items
- XV. Adjournment

RULE 6: Special Meetings

Special meetings of the Council may be held at any time on the call of the President or two (2) members of the Council, as soon as practicable after the agenda has been determined, but no later than twenty-four (24) hours before the special meeting, unless it is scheduled in response to an

emergency, a natural disaster, or any other unanticipated situation, in which event, advance notice as is practicable under the circumstances shall be given.

RULE 7: President of the Council

The Mayor of the City of Cumberland shall act as President of the Council. The President shall preside over and preserve order and decorum at all meetings and special meetings. However, in the absence of the Mayor or if he is present but unable to serve as President or wishes to cede his powers as such temporarily, the councilpersons who are present shall elect a president *pro tem*. The President may speak on all matters before the Council and shall have the right to vote upon all of such matters; provided, however, that the President shall not have the authority to move or second a matter for consideration or action by the Council. The President shall appoint all committees unless otherwise directed by the Council.

RULE 8: Motions – when reduced to writing

Every motion or proposition shall be reduced to writing on the call of any member, and a motion made and seconded shall be deemed in possession of the Council and shall be stated by the President or read by the City Clerk prior to debate, and may be withdrawn at any time by the movant prior to a vote being taken. The President shall afford the members of the Council the opportunity to comment or debate upon the subject matter of the motion before a vote is taken. The President may offer comments or participate in the debate.

RULE 9: Discussion of pending question

After a motion has been seconded, the members of Council, including the Mayor, shall have up to one-half (1/2) of an hour to discuss the subject matter the motion. Upon the conclusion of the discussion, if any, a vote shall be taken.

RULE 10: Appropriation or expenditure of monies

The passage of all ordinances, resolutions or orders appropriating money shall be by “yeas” and “nays,” and the vote shall be recorded in the minutes; and any order, ordinance, resolution, or motion for the expenditure of any sum of money in excess of Twenty-five Thousand Dollars (\$25,000.00) shall go to the next meeting before action can be taken thereon, except by unanimous consent. The City’s Purchasing Policy (Division 3, Article IV, Chapter 2) shall supersede any term of this Rule which is inconsistent therewith.

RULE 11: Readings of Ordinances / Charter Amendment Resolutions

Except as provided hereinafter, every ordinance and charter amendment resolution shall be read three (3) times by title before a vote is taken upon its passage; and no ordinance or charter amendment resolution shall be amended except upon its second reading, and the second reading can only be dispensed with by unanimous consent. Every ordinance and charter amendment resolution shall be read the first time at the meeting at which it shall be introduced. It shall then

lie on the table until the next regular meeting, when it shall be read the second time. After the second reading, the President shall offer the Council and members of the public an opportunity to comment upon the measure. Thereafter, it may be read the third time, after which a vote shall be taken thereon. Such measures shall pass upon a majority vote. Upon the unanimous consent of the members of Council present, an ordinance or charter amendment resolution may be read all three (3) times and voted upon at the meeting of its first reading. After an ordinance or charter amendment resolution has been read a third time, the only business in order is the call of the role upon its final passage.

RULE 12: Amending Ordinances

It shall be the duty of the Council, in amending any part of an ordinance previously passed or of a code of ordinances, to ordain the same as the chapter, section, and subsection would read when amended.

RULE 13: Consent Agenda/Orders

Every Council order shall be placed on a consent agenda; provided, however, that any member of the Council may request to have an order removed from the consent agenda and voted on separately. Orders may be passed or rescinded upon a majority vote.

RULE 14: Protests

A protest of a member against any action taken by the Council shall be entered in the minutes.

RULE 15: Reports

All reports to the Council shall be in writing and shall signed or submitted electronically by the person making the report. The individual submitting the report shall state his/her recommendations to the Council at the end of the report.

RULE 16: Charges

Charges against an officer of the City or member of the Council shall always be preferred in writing. Such proceedings shall be had thereon as are provided by the City Charter.

RULE 17: Destroying Quorum

No member shall retire from a meeting of the Council or remain away for the purpose of destroying a quorum. Abstention from voting shall only be permitted for cause. Any member violating this rule may be arraigned before the Council and, if found guilty by a majority vote of all of the members of the Council, may be fined or expelled from the Council. Proceedings for the violation of this rule shall be in the manner and form provided by the City Charter.

RULE 18: Public Comment

Any person desiring to address the Council shall first secure permission from the President. Upon securing said permission, such person must approach a microphone and state his or her name and address. Remarks must be directed to the matter being considered except during the portion of the agenda for public comments on matters other than agenda items.

Each person desiring to address the Council shall be allotted five (5) minutes to do so as to each agenda item, as well as during the portion of a meeting devoted to public comments on matters other than agenda items. Persons present at a meeting may not cede their time to speak to any other person. If a member of the Council asks questions or otherwise comments on the speaker's statements, the time the Council member spoke and that which the speaker devotes to answering the question shall not reduce the speaker's five (5) minute allocation. Councilpersons should withhold their questions and comments until a speaker has concluded his/her comments.

RULE 19: Decorum

All persons shall preserve order and decorum at meetings of the Council. Ideally, meeting attendees shall comport themselves in a courteous manner. Any person who makes personal attacks or impertinent, slanderous, offensive or threatening remarks, or who refuses to abide by these Rules or who remains boisterous after being asked to stop doing so by the President, shall be barred from further attendance at the meeting by the President unless permission for continued attendance is granted by a majority vote of the Council.

Persons committing acts of violence or threatening violence at a meeting of the Council shall be permanently banned from City Hall unless accompanied by a member of the Cumberland Police Department for such matters the person must be present for except that such persons may not attend meetings of the Council.

The Chief of the Cumberland Police Department or the Chief's designee shall, upon request of the President, designate one or more of the officers of the said Police Department to serve as sergeant(s)-at-arms at the meetings. Upon the direction of the President, the sergeant(s)-at-arms shall eject such persons who violate these Rules and Regulations, unless such person's continued attendance is permitted by majority vote of the Council.

RULE 20: Presentation

Any presentation made to the Council under the presentations section of the Order of Business shall be made in writing and presented to the City Clerk at least five (5) days before the date of the meeting at which the presentation will be made. Exclusive of time spent answering questions, presentations shall be limited to twenty (20) minutes.

RULE 21: Closed Meetings

Meetings of the Council shall be open to the public; provided, however, that the Council may meet in closed session or may adjourn an open meeting into a closed session for any of those purposes enumerated in Section 3-305 of the General Provisions Article of the Annotated Code of Maryland, as amended from time to time.

Before the Council meets in closed session, the President shall: (i) conduct a recorded vote on the closure of the session; and (ii) make a written statement of the reason for closing the meeting, including a citation of the authority for the closed session, and a listing of the topics to be discussed. If a person objects to the closure of a session, the public body shall send a copy of the written statement to the Board.

Written minutes shall be kept of all closed meetings.. These minutes shall be prepared as soon as practicable under the circumstances and may not be open to public inspection except for the reasons provided in Section 3-306(c)(4) of the said General Provisions Article.

A statement of the time, place, and purpose of any closed meeting, the record of the vote of each member by which any meeting was closed, a citation of the statutory authority for closing the meeting, and a listing of the topics of discussion, persons present, and each action taken during the closed meeting, shall be included in the minutes of the next regular meeting of the Council.

RULE 22: Suspension of Rules

Any of these Rules and Regulations, other than those prescribed by law, may be suspended at any time upon the consent of a majority of the members present at any meeting.

RULE 23: Robert's Rules of Order

Meetings of the Council shall be conducted in accordance with the above-referenced provisions. "Robert's Rules of Order" may serve as a guide for the conduct of said meetings, but compliance with its terms is not required.

Amended:

2007-01-09	Order 24,496
2007-09-04	Order 24,617
2013-03-13	Ordinance 3735 (Purchasing Policy)
2017-09-19	Order 26,189
2018-07-17	Order 26,320