



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 Marjorie A. Woodring

AGENDA

M&CC Regular Meeting
City Hall

DATE: October 20, 2022

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Presentations

1. Recognition of Employee Retirements

Director's Reports

(A) Public Works

1. Maintenance Division monthly report for September, 2022

(B) Fire

1. Fire Department monthly report for September, 2022

(C) Utilities - Flood, Water, Sewer

1. Utilities Division of Water/Sewer/Flood monthly report for September, 2022

Approval of Minutes

1. Approval of the Work Session Minutes of 6/21/22, the Work and Regular Session Minutes of 7/5/22, and the Closed Session Minutes of 7/12/22

Unfinished Business

(A) Ordinances

1. Ordinance 3927 (2nd and 3rd readings) - authorizing the transfer of 119 Pennsylvania Avenue to Taryn Crites for the purchase price of \$1,000

New Business

(A) Ordinances

- [1.](#) Ordinance 3928 (*1st reading*) - authorizing the transfer of 619 Greene Street to C Corp Leasing, Inc. for the purchase price of \$559
- [2.](#) Ordinance 3929 (*1st reading*) - authorizing the transfer of 222 Pear Street to C Corp Leasing, Inc. for the purchase price of \$1,022
- [3.](#) Ordinance 3930 - authorizing the transfer of 420 Pine Avenue to Nelson Rivera for the purchase price of \$4,050
- [4.](#) Ordinance 3931 (*1st reading*) - authorizing the transfer of 842 Gephart Drive to C Corp Leasing, Inc. for the purchase price of \$1,084
- [5.](#) Ordinance 3932 (*1st reading*) - authorizing the transfer of 846 Gephart Drive to C Corp Leasing, Inc. for the purchase price of \$1,846
- [6.](#) Ordinance 3933 (*1st reading*) - authorizing the transfer of 802 Maryland Avenue to C Corp Leasing, Inc. for the purchase price of \$1,000
- [7.](#) Ordinance 3934 (*1st reading*) - authorizing the transfer of 13 W. Clement Street to Dennis and Cheryl Sponaugle for the purchase price of \$30,500

(B) Orders (Consent Agenda)

- [1.](#) Order 27,099 - accepting the recommendation of the Planning and Zoning Commission to rezone the property at Seton Drive & Pinecrest Drive (Tax ID#06-010776) from R-S (Suburban Residential) to B-L (Local Business) and authorizing the commencement of procedures to formalize the amendment
- [2.](#) Order 27, 100 - accepting the sole source proposal from Cargill Incorporated to provide road salt for an amount not to exceed \$200,000 for the term September 1, 2022 through August 31, 2023, with pricing obtained through the statewide contract
- [3.](#) Order 27,101 - authorizing the sole source purchase of four new F150 Supercab XL Pickup Trucks for the Water and Sewer Departments from Diehl's Ford, Grantsville, MD, through Ford government discount pricing, in the not to exceed amount of \$164,160
- [4.](#) Order 27,102 - authorizing the acceptance of the bid from Atlantic Tactical for the purchase of fifty-five (55) new Sig Sauer firearms at a total cost not to exceed \$39,972.20 through the State Bid process
- [5.](#) Order 27,103 - authorizing the Chief of Police to accept the FY23 State Aid for Police Protection Fund Grant in the amount of \$715,343 to be used exclusively to provide adequate police protection in the qualifying municipality of Cumberland, Maryland
- [6.](#) Order 27,104 - authorizing a Cost Share Agreement with MD-SHA regarding the Replacement of Bridge A-C-09 Cumberland Street Over CSX Railway (8-18-BR) with the City's portion estimated not to exceed \$209,845.61, which represents 20% of the total estimated cost of \$1,049,845.05

- [7.](#) Order 27,105 - authorizing the City Administrator to accept a proposal from Tradition Energy for a 24-month contract for electric rates for City Assets in Maryland and Pennsylvania
- [8.](#) Order 27,106 - awarding the Constitution Park Guard Station project to Harbel, Inc. in the amount not to exceed \$32,050
- [9.](#) Order 27,107 - authorizing a Cost Share Agreement with MD-SHA regarding the Replacement of Bridge A-C-069 Baltimore Street Over Wills Creek (9-18-BR) with the City's portion estimated not to exceed \$22,364, which represents 20% of the total estimated cost of \$101,820
- [10.](#) Order 27,108 - authorizing the purchase a new 2023 Chevrolet Express 2500 Cargo Van for prisoner transport from Criswell Automotive Fleet Sales for the cost not to exceed \$57,389 through a State Bid
- [11.](#) Order 27,109 - accepting a grant (LPPI -1-14) from the Maryland Department of Natural Resources Board of Public Works in the amount of \$67,200 for the resurfacing of the Riverside BMX Track at Mason Sports Complex
- [12.](#) Order 27,110 - awarding the contract to Belt Paving in the amount not to exceed \$232,227.85 for the mill, patch and paving work on Fayette Street
- [13.](#) Order 27,111 - authorizing payment to various community groups from the hotel/motel tax receipts in an amount not to exceed \$44,960
- [14.](#) Order 27,112 - authorizing execution of Change Order No. 2 to the Residential Grass Mowing Project (14-22-M) with Casey Smith, LLC dba/ServicePro, for the increased not to exceed amount of \$2,000.00; bringing the total contract amount to \$61,690
- [15.](#) Order 27,113 - accepting the resignation of City Clerk Marjorie A. Woodring effective November 1, 2022
- [16.](#) Order 27,114 - appointing Allison Layton to the position of City Clerk effective November 1, 2022 and authorizing execution of an Employment Agreement for the position
- [17.](#) Order 27,115 - accepting the State Bid estimate for equipment and installation from East Coast Emergency Lighting Inc. to upfit five (5) 2023 Ford Police Interceptor vehicles at a cost not to exceed \$46,262.65

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Maintenance Division monthly report for September, 2022

MAINTENANCE DIVISION REPORT
September 2022

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

Central Services Report

**PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
SEPTEMBER 2022**

■ **POTHOLES AND COMPLAINTS**

- Patched potholes on 8 streets & 1 alley using 9 tons of hot mix asphalt

■ **UTILITY HOLES**

- Completed 1 concrete utility hole for the Water Dept. using 1 cy of concrete
- Completed 3 asphalt utility holes for the Water Dept. using 33.5 tons of hot mix asphalt
- Completed 1 asphalt utility hole for the Sewer Dept. using 3 tons of hot mix asphalt

■ **TREE & BRUSH WORK**

- Removed 7 Sycamore trees along Rose Hill Cemetery/Fayette St. sidewalk
- Trimmed 32 trees
- Resolved and/or addressed 42 complaints/tree issues
- Planted 3 service berry trees @ Constitution Park
- 2022 Fall Tree Pruning/Removal/Stump Grinding Contract
 - Awarded to Kiddy Contracting on 9/28/22 for sum of \$22,050.00

■ **MISCELLANEOUS**

- Completed 65 Work Orders
- Cleaned Underpass, McMullen Bridge, Washington St. Bridge, Fayette St. Bridge, and Cumberland St. Bridge 4 times.
- Picked up 5 dead animals
- Picked up trash/discarded items on 2 occasions
- Cleaned Municipal Center shop once a week
- Conducted monthly safety meeting
- Set out & picked up traffic control for Super Cruise
- Worked overtime on weekends @ parks & parklets
- 4 employees completed Confined Space Training
- 1 employee completed Chainsaw Safety Training
 - Completed asphalt patching for chip/seal project using 303.5 tons of hot mix asphalt

STREET MAINTENANCE - SEPTEMBER 2022		9/1-9/2	9/6-9/9	9/12-9/16	9/19-9/23	9/26-9/30	TOTAL
SERVICE REQUEST COMPLETED		5	12	19	12	17	65
PAVING PERFORMED	Tons			18t	172.5t	113t	303.5t
CONCRETE WORK	Cy						0
UTILITY HOLES REPAIRED	Water	2	1	1			4
	Sewer			1			1
	Cy	1cy					1cy
	Tons		32.5t	4t			37
POTHOLE FILLING	Streets			5		3	8
	Alleys					1	1
	Days			1		2	3
	Cold Mix						0
	Tons			3.5t		5.5t	9t
PERMANENT PATCH	Cy						0
	Tons			2.5t			0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED		6				2	8
STREET NAME SIGNS REPAIRED/INSTALLED							0
HANDICAPPED SIGNS	Repaired						0
	Installed						0
	Removed	1					1
CURB PAINTING PERFORMED	Blue	1					1
	Yellow						0
	Red					1	1
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	Loads	3	6	12	10	7	38
	Miles	57	138	163	133	119	610
SWEEPER DUMPS HAULED TO LANDFILL	Tons	11.39t	5.38t	7.76t			24.53t
STREET MILLING	Days						0
CLEANED BALTIMORE ST. UNDERPASS	Days	1		1	1	1	4
TRAFFIC CONTROL	Events	1	1	3	2		7
SNOW REMOVAL	Days						0
CLEAN TRUCKS	Days	1		1		1	3
SHOVEL & SALT SIDEWALKS	Days						0
BRUSH REMOVAL/TREE WORK	Areas	2	7	8	8	10	35
CHECK DRAINS/CLEAR DEBRIS	Days						0
STREET TRACTOR MOWING	Days			1			1
CLEAN UP WASH & DEBRIS	Days		2		3	2	7

Picked up trash/discarded furniture on 2 occasions
 Picked up 5 dead animals
 Performed preventative maintenance and cleaned Loader @ Municipal Center
 Cleaned Municipal Center shop once a week
 Conducted monthly safety meeting
 Set out & picked up traffic control for Super Cruise
 Worked Overtime on weekends @ parks & parklets
 4 employees completed Confined Space Training
 1 employee completed Chainsaw Safety Training
 Completed asphalt patching for chip/seal project

**PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
SEPTEMBER 2022**

- Constitution Park , Mason's Complex and Area Parklets
 - Cleaned up garbage 3 times a week
- Washington Headquarters
 - Cleaned up garbage 5 times a week
- Parks & Parklets Mowing
 - Constitution Park
 - Mowed 13 days
 - Mason's Complex
 - Mowed 8 days
 - Parklets
 - Mowed 9 days
- Ball Fields
 - Flynn Field
 - Mowed 2 times
 - Drug 1 time
 - Lined 1 time
 - Northcraft Softball Field
 - Mowed 2 times
 - Drug 1 time
 - Lined 1 time
 - Nonneman Softball Field
 - Mowed 2 times
 - Cavanaugh Field
 - Mowed 2 times
 - Drug 1 time
 - Lined 1 time
 - Spiked 1 time

- Abrams Field
 - Mowed 3 times
 - Drug 3 times
 - Lined 3 times
- Long Field
 - Mowed 2 times
 - Drug 3 times
 - Lined 3 times
- JC Field
 - Mowed 2 times
- Bowers Football Field
 - Mowed 2 times
 - Lined 4 times
- Galaxy Field
 - Mowed 2 times
 - Lined 4 times
- United Field
 - Mowed 2 times
- Nonneman Soccer Field
 - Lined 4 times
- Nonneman Jr. Soccer Field
 - Lined 4 times
- Northcraft Soccer Field
 - Lined 4 times
- Pistol Range
 - Mowed 2 times
- Mason's Playground
 - Mowed 2 times
- Miscellaneous Work
 - Performed preventative maintenance on mowers, trimmers & blowers
 - Prepared feed & bedding for ducks & geese @ the Duck Pond
 - Cleaned & performed preventative maintenance on Park & Rec vehicles
 - Made repairs to bathrooms @ Mason's Complex & Constitution Park
 - Worked weekend OT for trash pickup, pavilion readiness, concerts
 - Performed pool maintenance several times a week
 - Lowered & raised flags @ parks per Presidential orders on several occasions

**FLEET MAINTENANCE
MONTHLY REPORT
SEPTEMBER 2022**

DEPARTMENT	REPAIRS
Central Services	3
Community Development	3
DDC	0
Engineering	3
Fire	32
Flood	3
MPA	0
P & R Maintenance	12
Police	19
Public Works	0
Sewer	11
Snow Removal	0
Street Maintenance	38
Water Distribution	19
WFP	1
WWTP	4
In House Fleet Maintenance Projects	15
Scheduled Preventative Maintenance	26
Field Service Calls	12
Total Fleet Maintenance Projects	201
Total Repair Orders Submitted	16
Fleet Maintenance Risk Management Claims	0

CENTRAL SERVICES MONTHLY REPORT SEPTEMBER 2022

- **City Hall:** Disinfecting the AHU's 3 times a week because of COVID. Installed a new WebEx camera and sound system in the Council Chambers. Repaired a fan-coil unit in the Tax and Utility's area first floor. Changed over from cooling to heat and tested the boiler and equipment.
- **Municipal Service Center:** Disinfecting the RTU's 3 times a week because of COVID. Replaced a broken window in the Water Departments tractor with polycarbonate. Repaired the ice machine in the Water Department. Cleaned all the gutters and back part of the roof off. Repaired the water hose reel in the Street Department garage area.
- **Public Safety Building:** Disinfecting the AHU's 3 times a week because of COVID. Started remodeling the Records room second floor Police side. Repair a shore line electrical plug for Truck 1 in Fire Department garage. Repaired a door knob in basement Police stairwell. Replaced broken water shut off valve in the women's bathroom 3rd floor Police side. Replaced the airline drops for the Fire Departments trucks in the garage. Relocated light switches in the Records Room 2nd floor Police side. Started and tested the boiler and pumps.
- **Fire Stations #2:** Replaced all the smoke detectors in the building. Garage door maintenance (greased the track and checked the drive chain) Started and tested the boiler system.
- **Canadian Hose House:** Check the Building twice a month to make sure that the boiler is working properly and that there are no water leaks. Started and tested the boiler system.
- **Downtown Area & Mall:** Repaired the outlets on the upper Mall for the Farmers Market. Replaced the sump pump in the Queen City Dr. underpass and cleaned the sump pit out full of mud. Repair a light pole and base on Decatur St that was possibly hit by a truck. Hung banners on the Mall and on Centre St for the Great Allegany Run.
- **Traffic and Street Lights:** Monthly routine preventive maintenance on the 21 traffic control cabinets. Reported 8 street light to the power company to repair.
- **Parks areas:** Worked on redoing the electrical at pavilions 1&2 and the amphitheater. Built the anchor bolts for the basketball uprights for at Pine Ave. playground. Repaired the grinder pump at Bower Field and had the Vac truck clean the pit out. Replaced all the Amphitheater flood lights with new LED's. Install two CCTV cameras at Jaycee playground to help prevent vandalism (none working).

- **Virginia Ave. Underpass:** Repaired and replace multi upright post and handrail that looked to have been hit by a large truck.
- Load tested generators. September 29, 2022
- Monthly Safety Meeting – September 16, 2022
- PM's on all the pumps and motors at PSB, City Hall and MSC

File Attachments for Item:

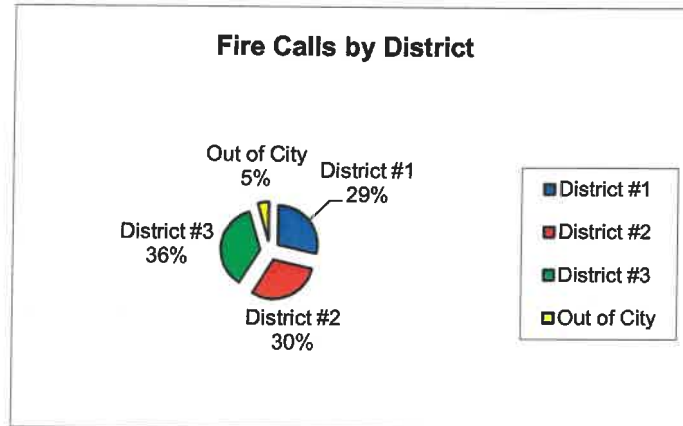
. Fire Department monthly report for September, 2022

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

Cumberland Fire Department Responded to 129 Fire Alarms:

Responses by District:

District #1	37
District #2	39
District #3	47
Out of City	6
	<u>129</u>



Number of Alarms:

First Alarms Answered 129

Calls Listed Below:

Property Use:

Public Assembly	3
Educational	2
Institutional	6
Residential	73
Stores and Offices	10
Special Properties	35
	<u>129</u>

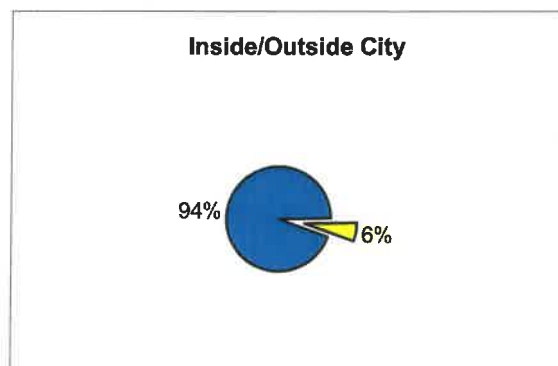
Type of Situation:

Fire or Explosion	5
Overpressure, Rupture	0
Rescue Calls	74
Hazardous Conditions	6
Service Calls	9
Good Intent Calls	18
False Calls	17
Severe Weather	0
	<u>129</u>

Total Service Fees for Inspections and Permits Billed in September:	\$50.00
Total Service Fees for Inspections and Permits Paid in September:	\$100.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$650.00

Cumberland Fire Department Responded to 533 Emergency Medical Calls:

In City Calls	502
Out of City Calls	<u>31</u>
Total	533



Total Ambulance Fees Billed by Medical Claim-Aid for September, 2022:	\$217,751.32
Ambulance Fees Billed Fiscal Year to Date:	\$442,727.12

Ambulance Fees Paid:

Revenue Received in September:	\$105,505.51
FY2023 Ambulance Fees Paid in FY2023:	\$155,949.10
Total Ambulance Fees Paid in FY2023:	\$320,103.21

(Includes all ambulance fees, current and previous fiscal years, paid in FY2023.)

Cumberland Fire Department provided 7 Paramedic Assist Calls:

0 Paramedic Assist Calls within Allegany County
<u>7 Paramedic Assist Calls outside of Allegany County</u>
7

Fort Ashby, WV VFD	2
Ridgeley, WV VFD	<u>5</u>
	7

Cumberland Fire Department provided 24 Mutual Aid Calls

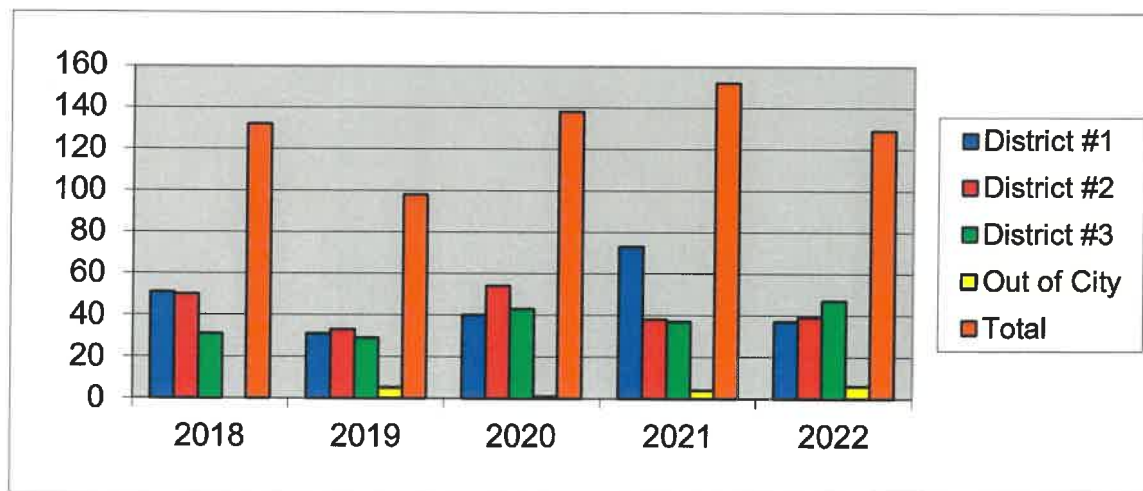
19 Mutual Aid Calls within Allegany County
<u>5 Mutual Aid Calls outside of Allegany County</u>
24

Bowman's Addition VFD	12
Cresaptown VFD	2
District #16 VFD	2
Flintstone VFD	<u>3</u>
	19

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

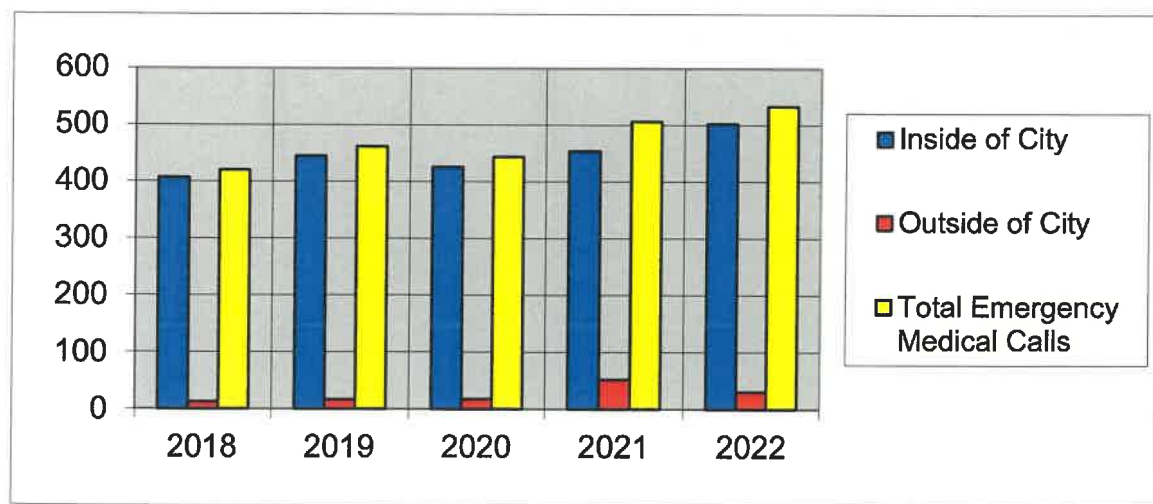
Fire Calls in the Month of September for a Five-Year Period

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
District #1	51	31	40	73	37
District #2	50	33	54	38	39
District #3	31	29	43	37	47
Out of City	<u>0</u>	<u>5</u>	<u>1</u>	<u>4</u>	<u>6</u>
Total	132	98	138	152	129



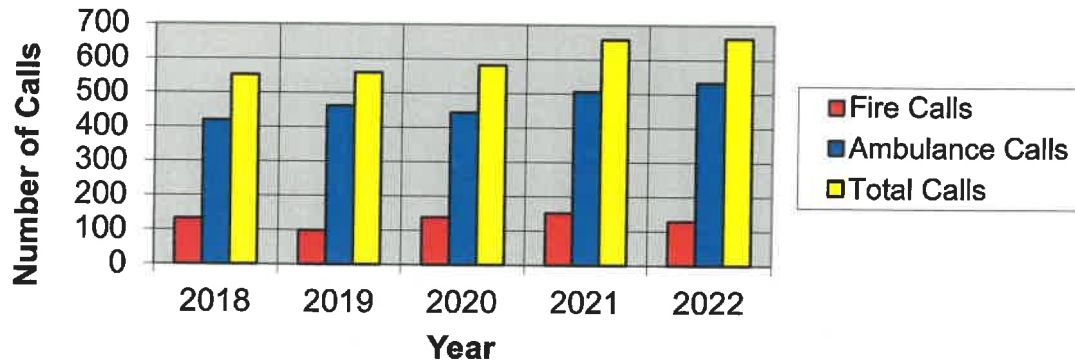
Ambulance Calls in the Month of September for a Five-Year Period

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Inside of City	407	445	426	454	502
Outside of City	<u>13</u>	<u>17</u>	<u>18</u>	<u>52</u>	<u>31</u>
Total Emergency Medical Calls	420	462	444	506	533



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

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Fire Calls	132	98	138	152	129
Ambulance Calls	<u>420</u>	<u>462</u>	<u>444</u>	<u>506</u>	<u>533</u>
Total Calls	552	560	582	658	662



Training

Tabulations are not currently available.

Fire Prevention Bureau

Complaints Received	1
Conferences Held	19
Correspondence	18
Inspections Performed	8
Investigations Conducted	3
Plan Reviews	6
Public Education	4
Burning Permits	5

Personnel

Nothing to report.

Statistics compiled by Julie A. Davis, Fire Administrative Officer

File Attachments for Item:

. Utilities Division of Water/Sewer/Flood monthly report for September, 2022

Utilities Division Activity Report for September 22 WATER

REQUEST	W/E 9/9/22	W/E 9/16/22	W/E 9/23/22	W/E 9/30/22	MONTHLY TOTALS
Service Technicians					
NON READS	21	49	32	29	131
FINAL READS/TURN ONS/SHUT OFFS & DEMOS	5		3	1	9
LEAK INVESTIGATIONS/turn off-on	29	20	24	16	89
METER/STOP INVESTIGATIONS	13	15	10	11	49
REPAIR WIRING/GET READING					0
ORANGE TAG FOR REPAIRS	2	3	9	3	17
RED/PINK TAG FOR SHUT OFF					0
TURN WATER ON	50	45	53	28	176
NONPMT/BAD CK/AGREE SHUT OFFS	51	44	44	27	166
SUSPENDED ACCTS - RECHECKS	35	18	12	14	79
REPLACE/REPAIR METER/LID/VALVE					0
SVC SEPARATIONS/INVESTIGATIONS					0
INSTALL COUPLERS/PLUGS/LOCKS					0
NEW METER - Residential	3			2	5
METER FIELD TESTS - Residential					0
METER TESTS - Industrial					0
NEW METER - Industrial					0
HYDRANTS FLUSHED	26				26
PRESSURE CHECK/NO WATER/DIRTY WATER					0
MOVE METERS OUTSIDE	3	2		2	7
SP Change Outs/Repairs/Reactivates/Move	5	2	1	2	10
Replace/Reattach smartpoint antenna		1			1
INSULATE METER BOXES					0
FREEZE UPS/METERS & LINES					0
CCP - BACKFLOW/RETRO	3	2		2	7
HYDRANT/IRRIGATION METER					0
Total					772

Pipe Technicians

[illegible]

Watershed					
Mowed both 36" mains from the Ware farm to 220					
Weedeated around valves & markers (several days)					
Cut trees from new mainline at Smouse's Mill Rd					
Cut limbs from trees on Ware farm					
Flushed hyd - Brown Ave/Longwood/Camden/Arrowhead (twice)					
Mowed both 36" mains from 220 to Beallsmill Rd					
Mowed new main from Beallsmill Rd to Naves Cross Rd					
Mowed old main from Beallsmill Rd to Eastman Rd					
Removed trees from old main					
Removed many trees from Eastman Rd to Naves Cross Rd					
Mowed old main from Eastman Rd to Naves Cross Rd					
Pushed dirt at new & old dump sites @ park (several times)					
Fueled equipment for 306 crew					
Hauled equipment for street dept					
Mowed 36" main from Naves Cross Rd to Decatur St					
Took 398 to shop for repairs					
Removed door from 398 for repair					
Mowed main line in park					
Mowed main line from I68 to Willowbrook Rd on Golden Ln					
Removed large tree from 36" main					
Mowed behind AC of MD					
Assisted central services in replacing glass in 398 door					
Fixed ruts & pulled up straw mesh at shooting range					
Mowed Frazier Lake					
Mowed AES main line					
Mowed power lines - Riverside					
Mowed sewer line - Creek Rd					
Hauled steel plate with crane truck to Brentwood main line job					
Assisted 330 marking lines on Mechanic St					
Mowed main lines - Independence & Valley Rd					
Mowed fire roads (several days)					
Cleaned loader/warehouse floors					
Projects					
Projects					0
GRAND TOTAL					1418

September 2022 Monthly Report

FLOOD MAINTENANCE

Test run pumps and run gates
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	4
Service lines opened	3
Owner's trouble	1
Traced lines/main	356
Mains Repairs/ Replace	2
Sewer taps installed/replaced	0
Cleaned catch basins	24
Cleanouts installed	0
Televised sewer mains	8 mains
Televised sewer lines	4 service lines
Call outs/ overtime	5 callouts/ 5 hours overtime
Weekly check of overflows, pits	4
Catch basin repair/rebuild	2
Flushed mains	1,915 Feet
Gallons of water used	3,500 Gals.

605 Vac-con truck	3,500 Gals.
608 Flush truck	3,000 Gals.
Safety meeting	

122 Bedford St. repaired 6' of 8" sewer main

Fayette St. repaired storm conduit damaged during tree removal

N. Centre St. & Bedford St. repaired storm basin

901 Lafayette Ave. repaired catch basin

Broadway Cir. Replaced manhole lid and ring

Avirett Ave. and Bell St. cleaned catch basins (house call)

CCTV work Mechanic St. 18" sewer main (collapsed)

Holland St. sewer main was good not related to sink hole

822 Buckingham Rd. 8" sewer main found blocked with rags
flush main and removed rags.

Service Centre cleaned storm drains

Hydro 8 sites (water)

Hydro 2 sites (sewer)

File Attachments for Item:

1. Approval of the Work Session Minutes of 6/21/22, the Work and Regular Session Minutes of 7/5/22, and the Closed Session Minutes of 7/12/22



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
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City Clerk Marjorie A. Woodring

MINUTES

M&CC Public Meeting
City Hall, Cumberland, MD 21502

DATE: July 05, 2022

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

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

Also Present: Jeffrey F. Silka, City Administrator; Sherri Nicol, Assistant to the City Clerk; Ken Tressler, Director of Administrative Services; Robert Smith, City Engineer; Morgan Alban, GIS Specialist; Shannon Adams, Fire Chief; Chuck Ternent, Chief of Police

IV. Presentations

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

5 Years: Evan Bailey, Bronson Becker, Derrick Pirolozzi

10 Years: Amy Baker

15 Years: Derek Weide, William Johnson, Brian Glisan

20 Years: Blaine Bender, Russell Pyles

25 Years: Johnna Byers, Michael Lawrence

30 Years: Tim Murphy

V. Director's Reports

Motion to approve the report was made by Councilman Frazier, seconded by Councilman George, and was passed on a vote of 5-0

(A) Administrative Services

1. Administrative Services monthly report for April, 2022

VI. Public Hearings

1. Public Hearing - to consider a Zoning Text Amendment (ZTA #22-02) to amend Section 25-101(b)(5) of the Code, entitled Establishment of Zoning Districts, to expand permitted uses to include dwelling units and mixed uses, and to provide the same clarification in the Use Regulations Table (Section 25-132)

Morgan Alban explained the ZTA and provided details on what it currently reads, and what it will amend. She also reviewed the procedural history.

Convened: 6:45 p.m.

Mayor Morriss called for questions or comments. Being none...

Adjourned: 6:45 p.m.

VII. New Business

(A) Orders (Consent Agenda)

Mr. Silka reviewed each item on the Consent Agenda, and Mayor Morriss called for questions or comments. **Motion** to approve Order Nos. 27,031 – 27,035 & 27,037 was made by Councilman Cioni, seconded by Councilman George, and was passed on a vote of 5-0. **Motion** to approve Order No. 27,036, was passed on a vote of 4-1, with Councilwoman Marchini recusing herself.

Order 27,031 - authorizing that the provisions of City Code Section 11-113 be lifted to allow open containers of alcohol within a defined area of the downtown on Friday, July 8, 2022, from 5:00 p.m. until 10:00 p.m. for the Fade to Blue / Friday After Five event; notwithstanding, that open glass containers shall not be allowed.

Mr. Silka advised that a map is attached to this order that clarifies the boundaries for open containers of alcohol.

Order 27,032 - authorizing the Chief of Police to enter into an agreement with the Maryland Highway Safety Office to receive FY23 Pedestrian Safety Grant funding in the amount of \$1,000 for officers to work pedestrian safety patrols during the months of September and October, 2022.

Order 27,033 - approving a sole source contract with Belt Paving, Inc. to pave Queen City Drive (Winston St.) and Virginia Avenue for the estimated lump sum cost not to exceed \$74,613.30.

Mr. Silka advised that the City will be piggybacking on Belt.

Order 27,034 - approving the sole source proposal of Optimize Renewables to complete a feasibility study for micro-grid technology at the Water Reclamation Facility in the amount not to exceed \$100,000, reimbursable via MEA Grant No. 2022-04-518S1.

Mr. Silka advised that this was discussed in detail in the evening’s work session.

Order 27,035 - authorizing execution of a second Amendment to Programmatic Agreement with the MD State Historic Preservation Office regarding the review of Community Development Block Grant (CDBG) projects, to extend the current agreement for an additional five (5) years, through May 9, 2027.

Mr. Silka advised that City Staff will be identifying historic properties.

Order 27,036 - accepting the proposal from CBIZ Insurance Company to provide Public Officials Liability Insurance through ACE American Insurance Company for the period July 1, 2022, through July 2, 2023, for the amount not to exceed \$25,067.

Order 27,037 - adopting a Vehicle Use Policy for all City employees and in addition to the requirements of the Cumberland Police Department Take Home Vehicle Program.

Mr. Silka advised that this policy is in addition to the CPD take home program, and said it provides additional information for the community, annual driving checks, and establishes a list of attachments to document changes.

VIII. Public Comments

No Comments

All public comments are limited to 5 minutes per person

IX. Adjournment

With no further business at hand, the meeting adjourned at 6:53 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, July 5, 2022; 3:30 p.m.

PRESENT: Raymond M. Morris, President; Council Members: Richard Cioni, Eugene Frazier, Joe George, and Laurie Marchini.

ALSO PRESENT: Jeffrey Silka, City Administrator; Sherri Nicol, Assistant to the City Clerk; Ken Tressler, Director of Administrative Services; Robert Smith, City Engineer; Chuck Ternent, Chief of Police; Allison Layton, Citizen Services Representative; Kevin Thacker, Code Compliance Manager; Lee Borror, Senior Community Development Specialist

Media: Greg Larry, Cumberland Times-News

I. ENGINEERING & UTILITY DEPARTMENT UPDATES

Mr. Smith advised on the timeline for Baltimore Street, from federal aid amendments to getting bids. He said he won't speculate inflation affecting estimates coming back. He stated that they have some of their grants, and will wait to see what the number comes in at.

Mr. Smith advised that as far as the Baltimore Street Bridge, he expects to get those comments back this week, and advertise for bids in August. He added that he's not foreseeing a lot of comments.

Mr. Smith explained that this bridge will be a 6-month project, and said there will be no parking during any phase, with traffic shifting. He said there is also work to do on the Wills Creek flood walls, so actually it becomes an 18-month project. He also advised on the timeline for sending to State Highway, reviewal, comments, etc. He said that there is also a minority small business requirement, with certain percentages hoping to be attained, but not mandated, as long as it shows a good faith effort, and reviewed percentages for previous jobs. Mr. Smith also stated that regarding the timetable for the bridge, it depends on approval received, and added that all the partners at State Highway understand the necessity of this project.

Mr. Smith advised on the Decatur Street pipeline project, stated that laying the pipe has been done, but said he stopped 275 feet short of where they had planned. He explained that there was too much stuff in the intersection of Polk Street that was not identified during the engineering portion of the project. He stated that the ADA work will start in 2-3 weeks, followed by restoration efforts. Mr. Smith said the project has gone very well, and advised that paving will begin the end of July or early August.

On other paving projects, Mr. Smith stated that next week paving of Rt. 51 will begin, and will stop a couple hundred feet short of AirCon. He said the Virginia Avenue subway will be paved, followed by Winston Street, then in front of Wendy's. He added that the Fayette Street water line work should be finishing up in the next few weeks. Mr. Smith stated that

the paving of Fayette Street won't be until Fall, and said the area will be Braddock Road, as well as a good portion of Allegany Street.

Mr. Smith stated that next will be the elevators project, in City Hall and the Public Safety Building. He said they are waiting for a proposal, and will do the project through Sourcewell or another consortium. He also briefly went over work needing to be done at the prisoner processing area, and said that will be a Sourcewell job as well.

Mr. Smith talked about the South End water main replacement, which is another Harper project, and will replace the 12-inch lines going down Industrial. He also noted that for the 78" pipeline job, the revised proposal was submitted, and now they're waiting to hear back. He said the revision includes a construction monitoring proposal.

Regarding 19 Frederick Street, Mr. Smith said the assessment was awarded to EADS, with a 90-day contract to deliver a report and cost to the City.

Mr. Smith advised that he has the RFPs for the HVAC in City Hall and the Public Safety Building. He also advised that the paving of Prospect Square was going well, although there was a gas leak this morning. He said they've dug up all the asphalt and will be paving tomorrow. He added that as of now the road is closed, but should be open by Friday.

Mr. Smith moved on to Utilities, and advised on the WRF bar screen project, and explained what it does. He said construction should begin in Fall. He added that they are fully staffed there, minus a Coordinator, and said they are waiting for operators to get their Class 5 licenses. He described the qualifications needed to be Plant Tech 3.

Mr. Smith advised that the WFP is fully staffed, with one employee in training, who should be up to snuff in 6 months. He mentioned that AES is back on line this week, said the only project for the plant is replacing media filters, and described how it is done.

Councilwoman Marchini questioned Mr. Brown about the specs for the Baltimore Street Access Project being updated every July, and wanted to know if he foresees any problems. Mr. Smith advised that it doesn't affect the plans, just affects standard specifications. He said items that were specifically listed in the plans get pulled into overall specifications.

Councilman George offered congratulations to Mr. Smith on the fully staffed plants. Mr. Smith stated that the new agreements are good, and said it makes them think. He added that the people seem happy.

II. COMMUNITY DEVELOPMENT UPDATE

Mr. Tressler turned it over to Kevin Thacker and Allison Layton from Community Development. Mr. Thacker advised on the Code Enforcement Update, and provided a PowerPoint presentation. He explained that he had tasked officers to take on more of a role this year, such as handling intake of miscellaneous permits, which gives him more time on revitalization and property sales.

Mr. Thacker reviewed the FY21 and FY22 case comparisons. He advised that yard and weed violations take up the most percentage. He stated that Ms. Layton has been pro-active in

trying to catch unlicensed rentals by sending out notices and letters, and said that she's done a great job – it's been a great year. Mr. Thacker also advised that they are working on a procedure that will cut down on the process time for repeat offenders.

Ms. Layton discussed how surplus sales began in 2020, and said there have been 4 rounds so far, with the hope to have the 5th this month. She added that there have been 68 properties identified in the 4 sales, with 29 selling, for a total of \$102,213.50. Ms. Layton explained that some properties remain on the website that won't sell, and said the ongoing property sale has sold 13 additional properties, totaling \$5,400. She said they are excited for the next round, which will be all rehabs, and provided photos of the properties. She advised that they will be up on the website as soon as possible, and said when driving around looking for properties to put on the sales, neighbors would stop them and let them know how happy they were about the revitalization plans. Mr. Thacker added that there's a positive vibe now in the neighborhoods.

Mayor Morris said this is 42 properties in 2 years, back on the tax rolls. He said people will see that the work being done is a step in the right direction.

There was discussion about vacant lots and bidders wanting to build. It was mentioned that some purchasing and fixing up will be by developers, some by individuals, with the grant program helping also.

Mr. Thacker advised that last FY they tore down 11 blighted properties, and said they've seen a lot of improvement in the last 2 years. He added that people are looking to buy properties on Goethe Street, and said all were sold except 1, and said the City needs to continue to improve all neighborhoods.

Mr. Thacker discussed the Virginia Avenue Demolition project, and said the unsafe and blighted properties were demolished in June, which turned the corner of Virginia Avenue and Oldtown Road into a much more appealing intersection.

Mr. Thacker discussed future planned demolitions on Maryland Avenue, Arch Street and Columbia Street.

Ms. Layton discussed the grant programs. The Home Rehabilitation Grant provides matching rehab grants to the homeowner up to \$25,000, if the property is currently uninhabitable. She explained that grantees have up to one year to complete the rehabilitation project. She said three of those grants have been awarded thus far. The Property Improvement Program Grant is for owner-occupied properties within the City that are deteriorating and in need of repairs, and is an income-based grant. She added that 2 applications for this grant have been received so far. Mr. Thacker advised that Requests for Interest have been put out for contractors, and said they will be vetted by the City, with 5 contractors to choose from.

In summary, Ms. Layton advised that there will be a lot of activity coming up in Community Development, and said FY23 promises to shift the City even further towards the goal of neighborhood revitalization.

III. CITY COMMUNICATION DISCUSSION

Mr. Silka advised that the City needs to do a better job of communicating. There was discussion about citizens complaining about lack of communication, yet they don't read the paper, listen to radio, or do social media. Mr. Silka said he's throwing it out there for any suggestions or ideas for improvement. He also stated that in his opinion, the City of Cumberland is one of the most transparent organizations he's worked for, with media coverage, social media, the website, City Hall phones, etc., and yet there's always someone who complains. He added that the only way he can see to get information out to everyone is posting the agenda on every door.

Mayor Morriss explained that the individual needs to actively look for certain information, like the radio, newspaper, or the website, but said they still need to make sure they're communicating with people

There was discussion about periodically advising folks what all is out there - all the different Facebook pages – and tell people about them and other social media; talk about and brag about the website. It was noted that there is a lot of information on the Facebook page, and what Mayor and Council can do is share events and information that is on other City pages to their individual pages, to help spread news to the community.

Mr. Silka suggested having a Twitter feed, but it would have to be kept up and current, and said the momentum is tough.

There was more discussion on transparency. Mr. Silka advised that there are a lot of places in PA that don't get a lot of coverage, and said here in Cumberland the local press is at every meeting, which is transparent. He added that there are 4 public meetings a month that could be attended if people were truly interested, but it's always easier to say there is a problem than to ask what can be done as a solution. He stated accessibility is here, coverage is here, and the information is out there. He said they are willing to do what needs to be done, but said he doesn't have the answer.

There was more discussion on getting information to the public. There were suggestions of Facebook Live updates, and the Mayor talked about his weekly Covid updates. Ms. Layton stated that the City can add other social media, like Instagram, and asked for Council and Staff to send her things to post. She added that the City may already have a Twitter account started. She suggested doing a mailer to reach people; maybe a postcard to each address regarding public meetings. Mr. Silka advised that in his experience, that rarely works and is very expensive, and suggested an ad in the newspaper being more effective.

There was discussion on having a subscription service for City information, like Nixle, to let folks know what's happening. Ms. Layton recalled a person that was upset when the water was turned off on Decatur Street, who said she had no advance notice.

Chief Ternent discussed Reverse 911, that he advised is in place, and said there are lots of levels for Nixle, and talked about City/County Nixle accounts. Mr. Silka said he would look into it.

Councilman George thanked Mr. Silka for reviewing this issue, said the points are valid, and added it's worth having the discussion and periodically reminding people how to access City information.

IV. AGENDA REVIEW 7/5/22

Mr. Silka asked Council if they had any questions about anything particular on the agenda. There was some discussion on the Vehicle Use Policy. Councilwoman Marchini asked about the zoning hearing, and Mr. Silka reviewed it. He advised that it's a long process to do a map change.

Mr. Smith discussed the grid at the plant, and Optimal Renewals, and company that does studies for entities to use renewable energy. He added that the City is checking into solar panels or methane to support existing operations, and explained it more in detail.

There was discussion on a grant program to utilize top floors of parking garages to capture solar energy, and also about the City getting more charging stations for EVs. Mr. Smith discussed the infrastructure involved, said Canal Place is visible, and stated they can do a study. There was also discussion on the time it takes to fully charge an EV, with Mr. Smith noting that the 2 chargers in the parking lot across from Curtis's Wieners are not getting much use. There was a suggestion of working with a vendor, and asking how much to pay the City to put their chargers in.

Councilwoman Marchini advised that she will be recusing herself from Order No. 27,036.

V. MAYOR & CITY COUNCIL UPDATES

Mayor Morriss discussed the City's Fourth of July events; he said they were very good and people enjoyed them. He said there was a good crowd and a lot of dancing. He also mentioned that the Old Allegany Exhibit is opening at the museum. He stated that it's an excellent event and encouraged people to attend. The Mayor discussed other upcoming events:

Fade to Blue; Friday After Five with QC Funk & Soul; art museum opening; Campers reunion at Canal Place; Ice Cream Trains at the WMSR; Almost Indigo downtown on the bricks

Councilman Cioni discussed the naming of sports fields, and asked if there was a policy in place. Mayor Morriss mentioned that a policy had been worked up, and said he will talk to Ms. Woodring. The Councilman also discussed refurbishing the outside pickleball courts at the YMCA, saying they are damaged with only a couple of courts not having lots of cracks, out of the 4-5 courts they have. Bower Fund monies was discussed.

Councilwoman Marchini advised that the Baltimore Street Redevelopment Group met last Wednesday, and the security camera grant for downtown.

Councilman George advised that the Planning and Zoning meeting for this month has been cancelled. He also discussed emails about Burgmeier's Hauling and garbage days. He stated

that a citizen told him about a brochure that Burgmeier's puts out, and said it would be worthwhile to see that it gets distributed. Getting dumpsters was also a topic of discussion.

VI. ADJOURNMENT

With no further business at hand, the work session adjourned at 5:12 p.m.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved on _____

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, June 21, 2022; 5:30 p.m.

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

ALSO PRESENT: Jeffrey Silka, City Administrator; Marjorie Woodring, City Clerk; Mark Gandolfi, City Comptroller

I. VEHICLE USE POLICY

Mr. Gandolfi provided a handout, and advised that there are several amendments to the policy to help comply with the IRS, and reviewed the key changes:

Addition of Test 3

Addition of taxable and non-taxable fringe benefit information

Addition of annual driving history check

Addition of Attachments 1 – 8:

1. Fringe Benefit Calculation Rules & Procedures
2. Fringe Benefit Calculation & Reporting Form
3. Certification of IRS Qualified Non-Personal Use Vehicle
4. Certification of IRS Valuation Method
5. IRS Qualified Non-Personal Use Vehicles
6. Certification of Vehicle Fringe Reporting Process/Dates
7. Vehicle Mileage Log
8. Acknowledgement Statement

Mr. Silka advised that the most impactful thing is probably 95% of police take-home-vehicles (THV) will be taxable, because it's a tax benefit to have one. Mr. Gandolfi advised that there are 13 employees with THV, and said the impact to the employee is they will incur taxes if the vehicle is used to commute to and from work, and not just parked at the office. He added that the time the vehicle is being used *for* work is not taxable, and noted that for police officers there will be no change.

Mr. Silka advised that memos will be sent out to those affected and said they will hold informational meetings. He said employees will have the opportunity to opt out of the THV if they don't want to pay the taxes.

Mr. Gandolfi explained that documenting and including forms in the City's vehicle policy is new, and said currently employees don't have to keep vehicle logs, so there may be some negative response to keeping documentation. He added that this policy will be on the next public meeting agenda.

II. FUND BALANCE POLICY

Mr. Gandolfi provided a handout, and advised the auditors and the Finance Department have reviewed it, and said it will be on the agenda tonight. He said there are certain terms that are outdated, that have been updated. He noted that the word “are” was changed to “may”, and said the word “designate” is no longer used, and is being replaced with “assigned” or “unassigned”. He said the percentage did not change, it’s remaining at 25%, and said there were no substantive components changed, just language updated.

Mr. Gandolfi explained that auditors, bond raters, etc. look at the policy, so it’s important to keep it updated. He added that on the next meeting there will be an update to the Debt Policy.

Mr. Silka advised that the City does not have comprehensive policy manuals. He said as they come to evaluations and Directors goals, they will have every employee sign off on policies and said it will be on the employee portal.

III. AGENDA REVIEW JUNE 21, 2022

Mr. Silka asked if anyone had any questions or comments about the content on tonight’s agenda, and advised that he wanted to review Order No. 27,025 on the Consent Agenda which authorizes the City Comptroller to commit and pay \$20,000 a year for three years to the Canal Place Concert Series Project. He advised that this will fund 11 weeks of concerts and said the County will do a \$20K match, with County Tourism doing a lot of the leg work for marketing materials.

Mr. Silka explained that this is a group effort to showcase Canal Place, with all stakeholders putting a little coin in the game. He said they have to be free concerts per the grant, which is \$90K, with a \$90K match over 3 years.

Councilman George asked about the cost comparison for the auditors from last year to this year. Mr. Gandolfi explained that it is comparable, and provided details. He stated that THK is on par for the region, and said the City is comfortable with their services, THK understands the City’s processes, they don’t cut any breaks, are competitive on costs and are very good.

IV. MAYOR AND CITY COUNCIL UPDATES

Councilman George expressed his appreciation and gratitude for the opportunity to attend the 2022 Summer Maryland Municipal League (MML) Conference in Ocean City, and said he has shared information he brought back. He stated that he attended some excellent seminars, and recommended future attendance by staff and council as well. He also noted that all of the various Maryland departments had booths in the exhibit hall. He said that every department was very complimentary of the City of Cumberland, the staff, professionalism, etc.

Councilman Cioni asked about the allocation of money from the Bower Fund for Dapper Dan, which he stated was unanimous. Mr. Silka stated that they are processing it.

Councilwoman Marchini said that Ruth Davis-Rogers is doing well with HPC. She said they are looking into getting some training classes, and are possibly getting a new member.

The Councilwoman stated the DDC Window Contest downtown had more than 10,500 votes, and was a huge success. She said they are leaving some decorated through August, and said the winners won “marketing dollars”, which means Melinda Kelleher and staff will be helping them market and grow their businesses.

Ms. Marchini stated that the Centre Street Festival was a huge success, and gave thanks to Dave Love and Ms. Kelleher. She advised that the waterfall next to the CBIZ building is not working so they will be decorating the area with flowers and planters.

Councilwoman Marchini mentioned the Camper reunion, and said there will be a band on July 8th for Friday After 5, and on July 9th, “*Almost Indigo*”, and said lots of activities are being coordinated for those dates.

The Councilwoman also advised Council and staff that Doug Schwab is the new DDC President, with Larry Jackson Vice-President, Ed Huber remaining Treasurer, and Sandi Saville, Secretary.

Mayor Morriss stated that it was another great MML year, and said it’s always good to extend your knowledge. He also mentioned that in the classes, you learn to appreciate even more the work that staff does, that doesn’t happen in a lot of municipalities.

The Mayor stated they are looking at doing the N. Centre Street festival quarterly. He mentioned the Fade to Blue weekend, and advised that the Back the Blue will be moving to Frostburg this year.

Councilman George spoke more about MML, and said they had city forums, with the opportunity for officials to talk about issues they’re facing. He also advised that recruiting and retention are the #1 issue for those municipalities with police departments, and said it’s not just Cumberland, it’s all over the state of Maryland, both large and small cities.

Councilman Frazier advised that on June 30th from 6:00 PM – 8:00 PM the Carver board will be taking public comment, and will do the same on Saturday the 2nd from 10:00 AM – 12:00 Noon.

The Councilman also stated that he has bricks from Allegany HS to give away if anyone wants some.

Mr. Silka advised that in July they will have 2 workshops and will bring the Directors in to get comprehensive department overviews.

Councilman George advised that with the election coming up, business owners have complained that they don’t live in the City, so they can’t vote, and said they believe they don’t have a voice. He mentioned the South Cumberland Business Association, the DDC, and the CEDC, all organizations that could be contacted by business owners, but asked who to contact if it’s a City issue. Mr. Silka explained that they can contact himself, and he will disseminate to whoever can assist them.

V. ADJOURNMENT

With no further business at hand, the work session adjourned at 6:08 p.m.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved on _____

Mayor and City Council of Cumberland

Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, July 12, 2022; 4:00 p.m.

The Mayor and City Council convened in public session followed immediately by a motion to close the meeting pursuant to Section 3-305 (b)(1) and (3) of the General Provisions Article of the Annotated Code of Maryland to discuss a personnel issues and a real estate matter.

MOTION: Motion to enter into Closed Session was made by Council Member George, seconded by Council Member Marchini, and was passed on a vote of 4-0.

PRESENT: Raymond M. Morriss, President; Council Members Richard Cioni (via phone), Joseph George, and Laurie Marchini Council Member Frazier was absent.

ALSO PRESENT: Jeffrey Silka, City Administrator; Michael Cohen, City Solicitor; Marjorie Woodring, City Clerk; Chuck Tement, Chief of Police

File Attachments for Item:

1. Ordinance 3927 (*2nd and 3rd readings*) - authorizing the transfer of 119 Pennsylvania Avenue to Taryn Crites for the purchase price of \$1,000

ORDINANCE NO. 3927

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 119 PENNSYLVANIA AVENUE, CUMBERLAND, MD 21502 FROM TARYN CRITES IN THE AMOUNT OF ONE THOUSAND DOLLARS, AND TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE SUBJECT TO THE TERMS SET FORTH HEREINAFTER,."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 119 Pennsylvania Avenue, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 26,675, passed by the Mayor and City Council on July 21, 2020;

WHEREAS, the Property was included in the solicitation for bids known as the "2020 Request for Bids Surplus Properties Round I" but was not bid upon;

WHEREAS, the City has since received a bid for the purchase of the Property from Taryn Crites (the "Purchaser") for the sum of One Thousand Dollars (\$1,000.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of One Thousand Dollars (\$100.00) subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;
- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashiers check or money order. A total of three (3) personal checks/cashiers checks/money orders must be presented to the City Clerk.
 - i. \$60.00 deed recordation fee made payable to "Circuit Court for Allegany County".
 - ii. The purchase price, pro-rated City real estate taxes and \$100.00 deed recordation service fee made payable "City of Cumberland".
 - iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".
- E. Cash will not be accepted. Improperly remitted payments will be returned.
- F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of the Purchaser's bid unless said

deadline is extended by the City Administrator or City Solicitor for good cause shown.

- G. The deed will be released for recordation upon the Purchaser's compliance with the foregoing provisions.

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

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

Passed this _____ day of _____, 2022.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

EXHIBIT A

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 4th day of October, 2022, by and between **Mayor and City Council of Cumberland** (the “Grantor”), a Maryland municipal corporation, and **Taryn Crites** (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of One Thousand Dollars (\$1,000.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, her personal representatives, heirs and assigns, forever in fee simple:

All that lot or parcel of ground situate, lying and being on the Westerly side of Pennsylvania Avenue in the City of Cumberland, Allegany County, State of Maryland comprising Lot No 112 in Laing's Second Addition to Cumberland, a Plat of which said Addition is recorded in Plat Index 1, folio 72, among the land Records of Allegany County, Maryland and which said lot is more particularly described as follows;

Beginning for the same at the intersection of the Westerly side of Pennsylvania Avenue with the Northerly line of Laing's Second Addition to Cumberland and running thence with the Westerly side of said Pennsylvania Avenue (1) South 14 degrees, 10 minutes West 28 feet 5 inches; thence (2) North 75 degrees 50 minutes West 100 feet to the Easterly side of Clover Alley; thence with said alley (3) North 14 degrees 10 minutes East 27 feet 9 inches; thence (4) South 76 degrees 10 minutes East 100 feet to the place of beginning.

IT BEING the same property that was conveyed from Brandy Walker FKA Brandy A. McCloud to the Grantor by deed dated May 15, 2019 and recorded among the Land Records of Allegany County, Maryland in Book 2477, Page 27.

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

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring, City Clerk

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

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

I HEREBY CERTIFY, that on this ____ day of October, 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$1,000.00 and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN

File Attachments for Item:

. Ordinance 3928 (*1st reading*) - authorizing the transfer of 619 Greene Street to C Corp Leasing, Inc. for the purchase price of \$559

ORDINANCE NO. 3928

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF FIVE HUNDRED FIFTY-NINE DOLLARS (\$559.00) FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 619 GREENE STREET, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 619 Greene Street, Cumberland, MD 21502 (the "Property");

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

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

WHEREAS, the City received a bid for the purchase of the Property from C Corp Leasing, Inc. (the "Purchaser") for the sum of Five Hundred Fifty-Nine Dollars (\$559.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Five Hundred Fifty-Nine Dollars (\$559.00) subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;
- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City of Cumberland and Allegany County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashiers check or money order. A total of three (3) personal checks/cashiers checks/money orders must be presented to the City Clerk.
 - i. \$60.00 deed recordation fee made payable to "Circuit Court for Allegany County".
 - ii. The purchase price, pro-rated City real estate taxes and \$100.00 deed recordation service fee made payable "City of Cumberland".
 - iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".
- E. Cash will not be accepted. Improperly remitted payments will be returned.
- F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of the Purchaser's bid unless the said

deadline is extended by the City Administrator or City Solicitor for good cause shown.

G. The deed will be released for recordation upon the Purchaser's compliance with the foregoing provisions.

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

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

Passed this _____ day of _____, 2022.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

EXHIBIT A

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 1st day of November, 2022, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **C Corp Leasing, Inc.** (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of Five Hundred Fifty-Nine Dollars (\$559.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the City does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, its successors and assigns, forever in fee simple:

ALL that piece or parcel of ground lying and being situated on Greene Street in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 89 in “Read’s Addition to the City of Cumberland”, a plat of which said addition being recorded among the Land Records of Allegany County, Maryland, in Liber 82, folio 29, said property being more particularly described as follows:

BEGINNING for the same at the end of the third line of Lot No. 88 in said addition, and reversing said third line, South 13 degrees 12 minutes West 107.02 feet to Greene Street; thence North 81 degrees 54 minutes West 26.1 feet with the Northerly side of Greene Street; thence North 13 degrees 12 minutes East 109.34 feet to Gwynne Terrace; and thence with the south side of said Gwynne Terrace, South 76 degrees 48 minutes East 26 feet to the place of beginning.

The improvements thereon being known as 619 Greene Street, Cumberland, MD 21502.

IT BEING the same property that was conveyed from Jason M. Bennett, Director of Finance, Allegany County, Maryland to the City by deed dated June 16, 2022 and recorded among the Land Records of Allegany County, Maryland in Book 2794, Page 98.

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

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

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

1. The Grantee shall secure the dwelling on the property by replacing its doors and locks, as needed, no later than two (2) weeks from the date of this deed.
2. Within two (2) months from the date of this deed, the Grantee shall clean up the exterior of the property by removing all junk, garbage and debris from the yard, weeding, mowing the grass, and repairing and/or fully remediating any conditions constituting violations of the City's Property Maintenance Code and Nuisance Code that do not require a permit.
3. Within three (3) months of the date of this deed, the Grantee shall have obtained all permits required for the rehabilitation of the dwelling.
4. Within twelve (12) months of the date of this deed, the Grantee shall perform the following repairs to and/or improvement of the dwelling: (a) repair or replace the roof; (b) repair or replace the windows and doors; (c) repair or replace the exterior siding and trim; and (d) repair or replace the porch, decking, railings and stairs. Within that same time frame, the Grantee shall repair, replace or remove any accessory structures. The foregoing work shall be performed to the reasonable satisfaction of the City.
5. The Grantee shall have completed the rehabilitation of the interior and exterior of the said dwelling, shall have passed any third-party inspections for rough framing, electrical work and plumbing work, and shall have obtained a permit for the occupancy of the dwelling no later than twenty-four (24) months from the date of this deed.

6. The City and its designees shall have the right to inspect the hereinbefore-described property from time to time in order to ensure that the work described in paragraphs 1 through 5 above is progressing and is being performed and completed in the manner described herein; provided, however, that the City shall endeavor to give the Grantee no less than seventy-two (72) hours advance notice of any such inspections. The Grantee shall fully cooperate with the City and its designees in regard to the scheduling and conduct of the inspections.
7. The Grantee may not convey the property described above or any interest therein (aside from a security interest granted subject to these covenants, restrictions and agreements) to a third party until all of the work described in paragraphs 1-5 hereinbefore is completed in accordance with the terms and provisions set forth therein. Any such conveyance or attempt at such conveyance shall be null and void.
8. Should the Grantee fail to comply with the terms and provisions of paragraphs 1-5 hereinbefore, the title to the real property and improvements conveyed by the terms of this deed shall immediately and without the necessity of any further action on the part of the City, revert and revest in the City, and the Grantee shall lose and forfeit all of its rights, title and interest therein and thereto as well as the fixtures, rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining, and the City shall have the right of re-entry to the said property. Further, the Grantee shall execute a deed effecting the conveyance of the hereinbefore-described property, improvements, fixtures, etc. to the City in the event the requirements set forth in paragraphs 1-5 above are not satisfied in a timely

manner. In the event the City institutes litigation to enforce the terms of this paragraph, the Grantee shall be liable for the City's reasonable attorneys' fees.

9. In furtherance of the terms and provisions set forth in the preceding section, the Grantee hereby grants the City Administrator (or acting or interim City Administrator) of the City the power and authority in its stead to execute and deliver a deed or deeds to the hereinbefore-described property to the City in the event the Grantee fails to comply with the terms and provisions set forth in paragraphs 1-5 hereinbefore and to perform any and all acts required to effect the conveyance of the hereinbefore-described property to the City.
10. The terms and provisions of paragraphs 8 and 9 are irrevocable; however, they shall expire four (4) years from the date of this deed. Those terms and provisions shall not be affected by the disability or incapacity of the Grantee.
11. If the requirements set forth in paragraphs 1- 5 above have been satisfied before the expiration date set forth in the preceding paragraph, upon the request of the Grantee, the City shall deliver a deed surrendering the rights of reverter described herein to it.

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WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring, City Clerk

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

C CORP LEASING, INC.

By: _____ (SEAL)
Jared Court, President

Grantee Witness #1

Printed name

Address

Grantee Witness #2

Printed name

Address

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

I HEREBY CERTIFY, that on this ____ day of ____, 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$559.00 and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

I HEREBY CERTIFY, that on this ____ day of _____, 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Jared Court**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the President of C Corp Leasing, Inc., a corporation, and acknowledged the foregoing to be the act and deed of the said corporation; and at the same time made oath he is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN

File Attachments for Item:

. Ordinance 3929 (*1st reading*) - authorizing the transfer of 222 Pear Street to C Corp Leasing, Inc. for the purchase price of \$1,022

ORDINANCE NO. 3929

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF ONE THOUSAND TWENTY-TWO DOLLARS (\$1,022.00) FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 222 PEAR STREET, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 222 Pear Street, Cumberland, MD 21502 (the "Property");

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

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

WHEREAS, the City received a bid for the purchase of the Property from C Corp Leasing, Inc. (the "Purchaser") for the sum of One Thousand Twenty-Two Dollars (\$1,022.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of One Thousand Twenty-Two Dollars (\$1,022.00) subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;
- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City of Cumberland and Allegany County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashiers check or money order. A total of three (3) personal checks/cashiers checks/money orders must be presented to the City Clerk.
 - i. \$60.00 deed recordation fee made payable to "Circuit Court for Allegany County".
 - ii. The purchase price, pro-rated City real estate taxes and \$100.00 deed recordation service fee made payable "City of Cumberland".
 - iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".
- E. Cash will not be accepted. Improperly remitted payments will be returned.
- F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of the Purchaser's bid unless the said

deadline is extended by the City Administrator or City Solicitor for good cause shown.

G. The deed will be released for recordation upon the Purchaser's compliance with the foregoing provisions.

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

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

Passed this _____ day of _____, 2022.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

EXHIBIT A

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 1st day of November, 2022, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **C Corp Leasing, Inc.** (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of One Thousand Twenty-Two Dollars (\$1,022.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the City does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, its successors and assigns, forever in fee simple:

ALL that lot or parcel of ground lying and being in the City of Cumberland, Allegany County, Maryland, being part of Lot No. 54 on the plat of Beall’s Addition to Cumberland, a certificate of courses and distances thereof being filed and recorded in Record Book E, folio 116, one of the Land Records of Allegany County, which part of said lot is described as follows, to-wit:

BEGINNING on the West side of Pear Alley (now called Pear Street) at the end of 104 feet from the intersection thereof with the South side of Harrison Street (now called Columbia Avenue), said point being the end of the third line of the lot heretofore conveyed to John Rice by Edward Clise et ux., and running thence with said Pear Street, North 25 degrees 45 minutes East 24 feet; thence North 65 degrees 30 minutes West 70 feet to the first line of the whole lot, and reversing it, South 25 degrees 45 minutes West 24 feet; thence South 65 degrees 30 minutes East 70 feet to the beginning.

The improvements thereon being known as 222 Pear Street, Cumberland, MD 21502.

IT BEING the same property that was conveyed from Jason M. Bennett, Director of Finance, Allegany County, Maryland to the City by deed dated June 16, 2022 and recorded among the Land Records of Allegany County, Maryland in Book 2794, Page 118.

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

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

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

1. The Grantee shall secure the dwelling on the property by replacing its doors and locks, as needed, no later than two (2) weeks from the date of this deed.
2. Within two (2) months from the date of this deed, the Grantee shall clean up the exterior of the property by removing all junk, garbage and debris from the yard, weeding, mowing the grass, and repairing and/or fully remediating any conditions constituting violations of the City's Property Maintenance Code and Nuisance Code that do not require a permit.
3. Within three (3) months of the date of this deed, the Grantee shall have obtained all permits required for the rehabilitation of the dwelling.
4. Within twelve (12) months of the date of this deed, the Grantee shall perform the following repairs to and/or improvement of the dwelling: (a) repair or replace the roof; (b) repair or replace the windows and doors; (c) repair or replace the exterior siding and trim; and (d) repair or replace the porch, decking, railings and stairs. Within that same time frame, the Grantee shall repair, replace or remove any accessory structures. The foregoing work shall be performed to the reasonable satisfaction of the City.
5. The Grantee shall have completed the rehabilitation of the interior and exterior of the said dwelling, shall have passed any third-party inspections for rough framing, electrical work and plumbing work, and shall have obtained a permit for the occupancy of the dwelling no later than twenty-four (24) months from the date of this deed.

6. The City and its designees shall have the right to inspect the hereinbefore-described property from time to time in order to ensure that the work described in paragraphs 1 through 5 above is progressing and is being performed and completed in the manner described herein; provided, however, that the City shall endeavor to give the Grantee no less than seventy-two (72) hours advance notice of any such inspections. The Grantee shall fully cooperate with the City and its designees in regard to the scheduling and conduct of the inspections.
7. The Grantee may not convey the property described above or any interest therein (aside from a security interest granted subject to these covenants, restrictions and agreements) to a third party until all of the work described in paragraphs 1-5 hereinbefore is completed in accordance with the terms and provisions set forth therein. Any such conveyance or attempt at such conveyance shall be null and void.
8. Should the Grantee fail to comply with the terms and provisions of paragraphs 1-5 hereinbefore, the title to the real property and improvements conveyed by the terms of this deed shall immediately and without the necessity of any further action on the part of the City, revert and revest in the City, and the Grantee shall lose and forfeit all of its rights, title and interest therein and thereto as well as the fixtures, rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining, and the City shall have the right of re-entry to the said property. Further, the Grantee shall execute a deed effecting the conveyance of the hereinbefore-described property, improvements, fixtures, etc. to the City in the event the requirements set forth in paragraphs 1-5 above are not satisfied in a timely

manner. In the event the City institutes litigation to enforce the terms of this paragraph, the Grantee shall be liable for the City's reasonable attorneys' fees.

9. In furtherance of the terms and provisions set forth in the preceding section, the Grantee hereby grants the City Administrator (or acting or interim City Administrator) of the City the power and authority in its stead to execute and deliver a deed or deeds to the hereinbefore-described property to the City in the event the Grantee fails to comply with the terms and provisions set forth in paragraphs 1-5 hereinbefore and to perform any and all acts required to effect the conveyance of the hereinbefore-described property to the City.
10. The terms and provisions of paragraphs 8 and 9 are irrevocable; however, they shall expire four (4) years from the date of this deed. Those terms and provisions shall not be affected by the disability or incapacity of the Grantee.
11. If the requirements set forth in paragraphs 1- 5 above have been satisfied before the expiration date set forth in the preceding paragraph, upon the request of the Grantee, the City shall deliver a deed surrendering the rights of reverter described herein to it.

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WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring, City Clerk

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

C CORP LEASING, INC.

By: _____ (SEAL)
Jared Court, President

Grantee Witness #1

Printed name

Address

Grantee Witness #2

Printed name

Address

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

I HEREBY CERTIFY, that on this ____ day of ____, 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$1,022.00 and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

I HEREBY CERTIFY, that on this ____ day of _____, 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Jared Court**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the President of C Corp Leasing, Inc., a corporation, and acknowledged the foregoing to be the act and deed of the said corporation; and at the same time made oath he is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN

File Attachments for Item:

. Ordinance 3930 - authorizing the transfer of 420 Pine Avenue to Nelson Rivera for the purchase price of \$4,050

ORDINANCE NO. 3930

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF FOUR THOUSAND FIFTY DOLLARS (\$4,050.00) FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 420 PINE AVENUE, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 420 Pine Avenue, Cumberland, Md 21502 (the "Property");

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

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

WHEREAS, the City received a bid for the purchase of the Property from Nelson Rivera (the "Purchaser") for the sum of Four Thousand Fifty Dollars (\$4,050.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Four Thousand Fifty Dollars (\$4,050.00) subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties

or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;

- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City of Cumberland and Allegany County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashiers check or money order. A total of three (3) personal checks/cashiers checks/money orders must be presented to the City Clerk.
 - i. \$60.00 deed recordation fee made payable to "Circuit Court for Allegany County".
 - ii. The purchase price, pro-rated City real estate taxes and \$100.00 deed recordation service fee made payable "City of Cumberland".
 - iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".
- E. Cash will not be accepted. Improperly remitted payments will be returned.
- F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of the Purchaser's bid unless the said deadline is extended by the City Administrator or City Solicitor for good cause shown.

G. The deed will be released for recordation upon the Purchaser's compliance with the foregoing provisions.

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

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

Passed this _____ day of _____, 2022.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

EXHIBIT A

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 1st day of November, 2022, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **Nelson Rivera** (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of Four Thousand Fifty Dollars (\$4,050.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the City does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, his personal representatives, heirs and assigns, forever in fee simple:

ALL that lot or parcel of ground situated on the Western side of Pine Avenue in the City of Cumberland, in Allegany County and State of Maryland, and designated as Lot No. 344 in the Cumberland Improvement Company’s Second Addition to Cumberland, and more particularly described as follows:

BEGINNING at a stake on the western side of Pine Avenue and at the end of the first line of Lot No. 343 in said Addition and running thence with said western side of Pine Avenue, South 42 degrees 54 minutes West 40 feet, thence at right angles to said Avenue North 47 degrees 6 minutes West 144 ½ feet to an alley, and with it North 31 1/3 degrees East 40 4/5 feet to the end of the second line of said Lot No. 343, and with said second line reversed South 47 degrees 6 minutes East 152 1/4 feet to the beginning.

The improvements thereon being known as 420 Pine Avenue, Cumberland, Md 21502.

IT BEING the same property that was conveyed from Jason M. Bennett, Director of Finance, Allegany County, Maryland to the City by deed dated June 16, 2022 and recorded among the Land Records of Allegany County, Maryland in Book 2794, Page 114.

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

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

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

1. The Grantee shall secure the dwelling on the property by replacing its doors and locks, as needed, no later than two (2) weeks from the date of this deed.
2. Within two (2) months from the date of this deed, the Grantee shall clean up the exterior of the property by removing all junk, garbage and debris from the yard, weeding, mowing the grass, and repairing and/or fully remediating any conditions constituting violations of the City's Property Maintenance Code and Nuisance Code that do not require a permit.
3. Within three (3) months of the date of this deed, the Grantee shall have obtained all permits required for the rehabilitation of the dwelling.
4. Within twelve (12) months of the date of this deed, the Grantee shall perform the following repairs to and/or improvement of the dwelling: (a) repair or replace the roof; (b) repair or replace the windows and doors; (c) repair or replace the exterior siding and trim; and (d) repair or replace the porch, decking, railings and stairs. Within that same time frame, the Grantee shall repair, replace or remove any accessory structures. The foregoing work shall be performed to the reasonable satisfaction of the City.
5. The Grantee shall have completed the rehabilitation of the interior and exterior of the said dwelling, shall have passed any third-party inspections for rough framing, electrical work and plumbing work, and shall have obtained a permit for the occupancy of the dwelling no later than twenty-four (24) months from the date of this deed.

6. The City and its designees shall have the right to inspect the hereinbefore-described property from time to time in order to ensure that the work described in paragraphs 1 through 5 above is progressing and is being performed and completed in the manner described herein; provided, however, that the City shall endeavor to give the Grantee no less than seventy-two (72) hours advance notice of any such inspections. The Grantee shall fully cooperate with the City and its designees in regard to the scheduling and conduct of the inspections.
7. The Grantee may not convey the property described above or any interest therein (aside from a security interest granted subject to these covenants, restrictions and agreements) to a third party until all of the work described in paragraphs 1-5 hereinbefore is completed in accordance with the terms and provisions set forth therein. Any such conveyance or attempt at such conveyance shall be null and void.
8. Should the Grantee fail to comply with the terms and provisions of paragraphs 1-5 hereinbefore, the title to the real property and improvements conveyed by the terms of this deed shall immediately and without the necessity of any further action on the part of the City, revert and revest in the City, and the Grantee shall lose and forfeit all of its rights, title and interest therein and thereto as well as the fixtures, rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining, and the City shall have the right of re-entry to the said property. Further, the Grantee shall execute a deed effecting the conveyance of the hereinbefore-described property, improvements, fixtures, etc. to the City in the event the requirements set forth in paragraphs 1-5 above are not satisfied in a timely

manner. In the event the City institutes litigation to enforce the terms of this paragraph, the Grantee shall be liable for the City's reasonable attorneys' fees.

9. In furtherance of the terms and provisions set forth in the preceding section, the Grantee hereby grants the City Administrator (or acting or interim City Administrator) of the City the power and authority in its stead to execute and deliver a deed or deeds to the hereinbefore-described property to the City in the event the Grantee fails to comply with the terms and provisions set forth in paragraphs 1-5 hereinbefore and to perform any and all acts required to effect the conveyance of the hereinbefore-described property to the City.
10. The terms and provisions of paragraphs 8 and 9 are irrevocable; however, they shall expire four (4) years from the date of this deed. Those terms and provisions shall not be affected by the disability or incapacity of the Grantee.
11. If the requirements set forth in paragraphs 1- 5 above have been satisfied before the expiration date set forth in the preceding paragraph, upon the request of the Grantee, the City shall deliver a deed surrendering the rights of reverter described herein to it.

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WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring, City Clerk

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

_____(SEAL)
Nelson Rivera

Grantee Witness #1

Printed name

Address

Grantee Witness #2

Printed name

Address

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

I HEREBY CERTIFY, that on this ____ day of ____, 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$4,050.00 and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

I HEREBY CERTIFY, that on this ____ day of _____, 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Nelson Rivera**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument and acknowledged the foregoing to be his/her act and deed.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN

File Attachments for Item:

. Ordinance 3931 (*1st reading*) - authorizing the transfer of 842 Gephart Drive to C Corp Leasing, Inc. for the purchase price of \$1,084

ORDINANCE NO. 3931

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF ONE THOUSAND EIGHTY-FOUR DOLLARS (\$1,084.00) FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 842 GEPHART DRIVE, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 842 Gephart Drive, Cumberland, MD 21502 (the "Property");

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

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

WHEREAS, the City received a bid for the purchase of the Property from C Corp Leasing, Inc. (the "Purchaser") for the sum of One Thousand Eighty-Four Dollars (\$1,084.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of One Thousand Eighty-Four Dollars (\$1,084.00) subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;
- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City of Cumberland and Allegany County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashiers check or money order. A total of three (3) personal checks/cashiers checks/money orders must be presented to the City Clerk.
 - i. \$60.00 deed recordation fee made payable to "Circuit Court for Allegany County".
 - ii. The purchase price, pro-rated City real estate taxes and \$100.00 deed recordation service fee made payable "City of Cumberland".
 - iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".
- E. Cash will not be accepted. Improperly remitted payments will be returned.
- F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of the Purchaser's bid unless the said

deadline is extended by the City Administrator or City Solicitor for good cause shown.

G. The deed will be released for recordation upon the Purchaser's compliance with the foregoing provisions.

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

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

Passed this _____ day of _____, 2022.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

EXHIBIT A

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 1st day of November, 2022, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **C Corp Leasing, Inc.** (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of One Thousand Eighty-Four Dollars (\$1,084.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the City does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, its successors and assigns, forever in fee simple:

ALL that lot, piece or parcel of ground lying and being on the easterly side of Gephart Drive, known and designated as Lot No. 88 on the Amended Plat of properties of the Cumberland Homes Company, Inc., Kelly-Springfield Tire Company, et al, in the City of Cumberland, Allegany County, Maryland, a plat of which said Addition is designated as No. 21, among the Plat Records of Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

BEGINNING for the said parcel on the easterly side of Gephart Drive, where the dividing line between Lots Nos. 87 and 88 in said Addition intersects said Gephart Drive; and running then with said Gephart Drive, North 34 degrees 12 minutes East 39 feet to the dividing line between Lots Nos. 88 and 89 in said Addition; then with said dividing line, South 55 degrees 48 minutes East 100 feet to the westerly side of an alley; then with said alley, South 34 degrees 12 minutes West 39 feet to the aforesaid dividing line between Lots Nos. 87 and 88; and then with said dividing line, North 55 degrees 48 minutes West 100 feet to the place of beginning.

The improvements thereon being known as 842 Goethe Street, Cumberland, MD 21502.

IT BEING the same property that was conveyed from Jason M. Bennett, Director of Finance, Allegany County, Maryland to the City by deed dated June 16, 2022 and recorded among the Land Records of Allegany County, Maryland in Book 2794, Page 106.

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

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

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

1. The Grantee shall secure the dwelling on the property by replacing its doors and locks, as needed, no later than two (2) weeks from the date of this deed.
2. Within two (2) months from the date of this deed, the Grantee shall clean up the exterior of the property by removing all junk, garbage and debris from the yard, weeding, mowing the grass, and repairing and/or fully remediating any conditions constituting violations of the City's Property Maintenance Code and Nuisance Code that do not require a permit.
3. Within three (3) months of the date of this deed, the Grantee shall have obtained all permits required for the rehabilitation of the dwelling.
4. Within twelve (12) months of the date of this deed, the Grantee shall perform the following repairs to and/or improvement of the dwelling: (a) repair or replace the roof; (b) repair or replace the windows and doors; (c) repair or replace the exterior siding and trim; and (d) repair or replace the porch, decking, railings and stairs. Within that same time frame, the Grantee shall repair, replace or remove any accessory structures. The foregoing work shall be performed to the reasonable satisfaction of the City.
5. The Grantee shall have completed the rehabilitation of the interior and exterior of the said dwelling, shall have passed any third-party inspections for rough framing, electrical work and plumbing work, and shall have obtained a permit for the

occupancy of the dwelling no later than twenty-four (24) months from the date of this deed.

6. The City and its designees shall have the right to inspect the hereinbefore-described property from time to time in order to ensure that the work described in paragraphs 1 through 5 above is progressing and is being performed and completed in the manner described herein; provided, however, that the City shall endeavor to give the Grantee no less than seventy-two (72) hours advance notice of any such inspections. The Grantee shall fully cooperate with the City and its designees in regard to the scheduling and conduct of the inspections.
7. The Grantee may not convey the property described above or any interest therein (aside from a security interest granted subject to these covenants, restrictions and agreements) to a third party until all of the work described in paragraphs 1-5 hereinbefore is completed in accordance with the terms and provisions set forth therein. Any such conveyance or attempt at such conveyance shall be null and void.
8. Should the Grantee fail to comply with the terms and provisions of paragraphs 1-5 hereinbefore, the title to the real property and improvements conveyed by the terms of this deed shall immediately and without the necessity of any further action on the part of the City, revert and revest in the City, and the Grantee shall lose and forfeit all of its rights, title and interest therein and thereto as well as the fixtures, rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining, and the City shall have the right of re-entry to the said property. Further, the Grantee shall execute a deed effecting the conveyance of the hereinbefore-described property, improvements, fixtures, etc. to the City in the

event the requirements set forth in paragraphs 1-5 above are not satisfied in a timely manner. In the event the City institutes litigation to enforce the terms of this paragraph, the Grantee shall be liable for the City's reasonable attorneys' fees.

9. In furtherance of the terms and provisions set forth in the preceding section, the Grantee hereby grants the City Administrator (or acting or interim City Administrator) of the City the power and authority in its stead to execute and deliver a deed or deeds to the hereinbefore-described property to the City in the event the Grantee fails to comply with the terms and provisions set forth in paragraphs 1-5 hereinbefore and to perform any and all acts required to effect the conveyance of the hereinbefore-described property to the City.
10. The terms and provisions of paragraphs 8 and 9 are irrevocable; however, they shall expire four (4) years from the date of this deed. Those terms and provisions shall not be affected by the disability or incapacity of the Grantee.
11. If the requirements set forth in paragraphs 1- 5 above have been satisfied before the expiration date set forth in the preceding paragraph, upon the request of the Grantee, the City shall deliver a deed surrendering the rights of reverter described herein to it.

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WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring, City Clerk

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

C CORP LEASING, INC.

By: _____(SEAL)
Jared Court, President

Grantee Witness #1

Printed name

Address

Grantee Witness #2

Printed name

Address

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

I HEREBY CERTIFY, that on this ____ day of ____, 202____, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$1,084.00 and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

I HEREBY CERTIFY, that on this ____ day of _____, 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Jared Court**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the President of C Corp Leasing, Inc., a corporation, and acknowledged the foregoing to be the act and deed of the said corporation; and at the same time made oath he is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN

File Attachments for Item:

. Ordinance 3932 (*1st reading*) - authorizing the transfer of 846 Gephart Drive to C Corp Leasing, Inc. for the purchase price of \$1,846

ORDINANCE NO. 3932

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF ONE THOUSAND EIGHT HUNDRED FORTY-SIX DOLLARS (\$1,846.00) FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 846 GEPHART DRIVE, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 846 Gephart Drive, Cumberland, MD 21502 (the "Property");

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

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

WHEREAS, the City received a bid for the purchase of the Property from C Corp Leasing, Inc. (the "Purchaser") for the sum of One Thousand Eight Hundred Forty-Six Dollars (\$1,846.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of One Thousand Eight Hundred Forty-Six Dollars (\$1,846.00) subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;
- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City of Cumberland and Allegany County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashiers check or money order. A total of three (3) personal checks/cashiers checks/money orders must be presented to the City Clerk.
 - i. \$60.00 deed recordation fee made payable to "Circuit Court for Allegany County".
 - ii. The purchase price, pro-rated City real estate taxes and \$100.00 deed recordation service fee made payable "City of Cumberland".
 - iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".
- E. Cash will not be accepted. Improperly remitted payments will be returned.
- F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of the Purchaser's bid unless the said

deadline is extended by the City Administrator or City Solicitor for good cause shown.

- G. The deed will be released for recordation upon the Purchaser's compliance with the foregoing provisions.

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

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

Passed this _____ day of _____, 2022.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

EXHIBIT A

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 1st day of November, 2022, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **C Corp Leasing, Inc.** (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of One Thousand Eight Hundred Forty-Six Dollars (\$1,846.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the City does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, its successors and assigns, forever in fee simple:

ALL that lot, piece or parcel of ground lying and being in the City of Cumberland, Allegany County, Maryland, and known as Lot No. 86, as shown on the amended plat of properties of The Cumberland Homes Co., Inc., Kelly Springfield Tire Company, et al, and more particularly described as follows:

BEGINNING for the same at a point on the southeasterly side of Gephart Drive to the division line between Lots Nos. 86 and 87 of said Addition and running thence with Gephart Drive South 34 degrees 12 minutes West 39 feet to a division line between Lots Nos. 85 and 86; thence with said division line South 55 degrees 48 minutes East 100 feet to an alley; thence with said alley North 34 degrees 12 minutes East 39 feet to the aforesaid division line between Lots Nos. 86 and 87; thence with said division line North 55 degrees 48 minutes West 100 feet to Gephart Drive and the point of beginning.

The improvements thereon being known as 846 Gephart Drive, Cumberland, MD 21502.

IT BEING the same property that was conveyed from Jason M. Bennett, Director of Finance, Allegany County, Maryland to the City by deed dated June 21, 2022 and recorded among the Land Records of Allegany County, Maryland in Book 2794, Page 102.

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

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

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

1. The Grantee shall secure the dwelling on the property by replacing its doors and locks, as needed, no later than two (2) weeks from the date of this deed.
2. Within two (2) months from the date of this deed, the Grantee shall clean up the exterior of the property by removing all junk, garbage and debris from the yard, weeding, mowing the grass, and repairing and/or fully remediating any conditions constituting violations of the City's Property Maintenance Code and Nuisance Code that do not require a permit.
3. Within three (3) months of the date of this deed, the Grantee shall have obtained all permits required for the rehabilitation of the dwelling.
4. Within twelve (12) months of the date of this deed, the Grantee shall perform the following repairs to and/or improvement of the dwelling: (a) repair or replace the roof; (b) repair or replace the windows and doors; (c) repair or replace the exterior siding and trim; and (d) repair or replace the porch, decking, railings and stairs. Within that same time frame, the Grantee shall repair, replace or remove any accessory structures. The foregoing work shall be performed to the reasonable satisfaction of the City.
5. The Grantee shall have completed the rehabilitation of the interior and exterior of the said dwelling, shall have passed any third-party inspections for rough framing, electrical work and plumbing work, and shall have obtained a permit for the occupancy of the dwelling no later than twenty-four (24) months from the date of this deed.
6. The City and its designees shall have the right to inspect the hereinbefore-described property from time to time in order to ensure that the work described in paragraphs

1 through 5 above is progressing and is being performed and completed in the manner described herein; provided, however, that the City shall endeavor to give the Grantee no less than seventy-two (72) hours advance notice of any such inspections. The Grantee shall fully cooperate with the City and its designees in regard to the scheduling and conduct of the inspections.

7. The Grantee may not convey the property described above or any interest therein (aside from a security interest granted subject to these covenants, restrictions and agreements) to a third party until all of the work described in paragraphs 1-5 hereinbefore is completed in accordance with the terms and provisions set forth therein. Any such conveyance or attempt at such conveyance shall be null and void.
8. Should the Grantee fail to comply with the terms and provisions of paragraphs 1-5 hereinbefore, the title to the real property and improvements conveyed by the terms of this deed shall immediately and without the necessity of any further action on the part of the City, revert and revest in the City, and the Grantee shall lose and forfeit all of its rights, title and interest therein and thereto as well as the fixtures, rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining, and the City shall have the right of re-entry to the said property. Further, the Grantee shall execute a deed effecting the conveyance of the hereinbefore-described property, improvements, fixtures, etc. to the City in the event the requirements set forth in paragraphs 1-5 above are not satisfied in a timely manner. In the event the City institutes litigation to enforce the terms of this paragraph, the Grantee shall be liable for the City's reasonable attorneys' fees.

9. In furtherance of the terms and provisions set forth in the preceding section, the Grantee hereby grants the City Administrator (or acting or interim City Administrator) of the City the power and authority in its stead to execute and deliver a deed or deeds to the hereinbefore-described property to the City in the event the Grantee fails to comply with the terms and provisions set forth in paragraphs 1-5 hereinbefore and to perform any and all acts required to effect the conveyance of the hereinbefore-described property to the City.
10. The terms and provisions of paragraphs 8 and 9 are irrevocable; however, they shall expire four (4) years from the date of this deed. Those terms and provisions shall not be affected by the disability or incapacity of the Grantee.
11. If the requirements set forth in paragraphs 1- 5 above have been satisfied before the expiration date set forth in the preceding paragraph, upon the request of the Grantee, the City shall deliver a deed surrendering the rights of reverter described herein to it.

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WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring, City Clerk

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

C CORP LEASING, INC.

By: _____ (SEAL)
Jared Court, President

Grantee Witness #1

Printed name

Address

Grantee Witness #2

Printed name

Address

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

I HEREBY CERTIFY, that on this ____ day of ____, 202____, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$1,846.00 and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

I HEREBY CERTIFY, that on this ____ day of _____, 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Jared Court**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the President of C Corp Leasing, Inc., a corporation, and acknowledged the foregoing to be the act and deed of the said corporation; and at the same time made oath he is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN

File Attachments for Item:

. Ordinance 3933 (*1st reading*) - authorizing the transfer of 802 Maryland Avenue to C Corp Leasing, Inc. for the purchase price of \$1,000

ORDINANCE NO. 3933

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF ONE THOUSAND DOLLARS (\$1,000.00) FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 802 MARYLAND AVENUE, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 802 Maryland Avenue, Cumberland, MD 21502 (the "Property");

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

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

WHEREAS, the City received a bid for the purchase of the Property from C Corp Leasing, Inc. (the "Purchaser") for the sum of One Thousand Dollars (\$1,000.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of One Thousand Dollars (\$1,000.00) subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties

or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;

- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City of Cumberland and Allegany County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashiers check or money order. A total of three (3) personal checks/cashiers checks/money orders must be presented to the City Clerk.
 - i. \$60.00 deed recordation fee made payable to "Circuit Court for Allegany County".
 - ii. The purchase price, pro-rated City real estate taxes and \$100.00 deed recordation service fee made payable "City of Cumberland".
 - iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".
- E. Cash will not be accepted. Improperly remitted payments will be returned.
- F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of the Purchaser's bid unless the said deadline is extended by the City Administrator or City Solicitor for good cause shown.

G. The deed will be released for recordation upon the Purchaser's compliance with the foregoing provisions.

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

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

Passed this _____ day of _____, 2022.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

EXHIBIT A

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 1st day of November, 2022, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **C Corp Leasing, Inc.** (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of One Thousand Dollars (\$1,000.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the City does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, its successors and assigns, forever in fee simple:

ALL that lot or parcel of land lying and being on the easterly side of Maryland Avenue in the City of Cumberland, Allegany County, Maryland, and particularly described as follows, to-wit:

BEGINNING for the same at the end of the first line of the lot of ground conveyed to Rhoda Westbrook by deed dated February 27, 1907 and recorded in Liber 101, folio 211, Allegany County Land Records, and running thence with the east side of Maryland Avenue, North 50-1/4 degrees East 23 feet to the end of the first line of the lot of ground conveyed to William Sheridan Moore by deed dated July 17, 1905 and recorded among the Land Records of Allegany County, Maryland, in Liber 198, folio 103; and running thence with the second line of said Moore lot, South 37-1/2 degrees East 100 feet; thence parallel with said Avenue, South 50-1/4 degrees West 23 feet to the said Westbrook lot; then with the second line of said Westbrook lot, North 37-1/2 degrees West 100 feet to the place of beginning.

The improvements thereon being known as 802 Maryland Avenue, Cumberland, MD 21502.

IT BEING the same property that was conveyed from David A. Knoche and Douglas A. Knoche to the City by deed dated September 23, 2021 and recorded among the Land Records of Allegany County, Maryland in Book 2736, Page 456.

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

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

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

1. The Grantee shall secure the dwelling on the property by replacing its doors and locks, as needed, no later than two (2) weeks from the date of this deed.
2. Within two (2) months from the date of this deed, the Grantee shall clean up the exterior of the property by removing all junk, garbage and debris from the yard, weeding, mowing the grass, and repairing and/or fully remediating any conditions constituting violations of the City's Property Maintenance Code and Nuisance Code that do not require a permit.
3. Within three (3) months of the date of this deed, the Grantee shall have obtained all permits required for the rehabilitation of the dwelling.
4. Within twelve (12) months of the date of this deed, the Grantee shall perform the following repairs to and/or improvement of the dwelling: (a) repair or replace the roof; (b) repair or replace the windows and doors; (c) repair or replace the exterior siding and trim; and (d) repair or replace the porch, decking, railings and stairs. Within that same time frame, the Grantee shall repair, replace or remove any accessory structures. The foregoing work shall be performed to the reasonable satisfaction of the City.
5. The Grantee shall have completed the rehabilitation of the interior and exterior of the said dwelling, shall have passed any third-party inspections for rough framing, electrical work and plumbing work, and shall have obtained a permit for the

occupancy of the dwelling no later than twenty-four (24) months from the date of this deed.

6. The City and its designees shall have the right to inspect the hereinbefore-described property from time to time in order to ensure that the work described in paragraphs 1 through 5 above is progressing and is being performed and completed in the manner described herein; provided, however, that the City shall endeavor to give the Grantee no less than seventy-two (72) hours advance notice of any such inspections. The Grantee shall fully cooperate with the City and its designees in regard to the scheduling and conduct of the inspections.
7. The Grantee may not convey the property described above or any interest therein (aside from a security interest granted subject to these covenants, restrictions and agreements) to a third party until all of the work described in paragraphs 1-5 hereinbefore is completed in accordance with the terms and provisions set forth therein. Any such conveyance or attempt at such conveyance shall be null and void.
8. Should the Grantee fail to comply with the terms and provisions of paragraphs 1-5 hereinbefore, the title to the real property and improvements conveyed by the terms of this deed shall immediately and without the necessity of any further action on the part of the City, revert and revest in the City, and the Grantee shall lose and forfeit all of its rights, title and interest therein and thereto as well as the fixtures, rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining, and the City shall have the right of re-entry to the said property. Further, the Grantee shall execute a deed effecting the conveyance of the hereinbefore-described property, improvements, fixtures, etc. to the City in the

event the requirements set forth in paragraphs 1-5 above are not satisfied in a timely manner. In the event the City institutes litigation to enforce the terms of this paragraph, the Grantee shall be liable for the City's reasonable attorneys' fees.

9. In furtherance of the terms and provisions set forth in the preceding section, the Grantee hereby grants the City Administrator (or acting or interim City Administrator) of the City the power and authority in its stead to execute and deliver a deed or deeds to the hereinbefore-described property to the City in the event the Grantee fails to comply with the terms and provisions set forth in paragraphs 1-5 hereinbefore and to perform any and all acts required to effect the conveyance of the hereinbefore-described property to the City.
10. The terms and provisions of paragraphs 8 and 9 are irrevocable; however, they shall expire four (4) years from the date of this deed. Those terms and provisions shall not be affected by the disability or incapacity of the Grantee.
11. If the requirements set forth in paragraphs 1- 5 above have been satisfied before the expiration date set forth in the preceding paragraph, upon the request of the Grantee, the City shall deliver a deed surrendering the rights of reverter described herein to it.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring, City Clerk

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

C CORP LEASING, INC.

By: _____ (SEAL)
Jared Court, President

Grantee Witness #1

Printed name

Address

Grantee Witness #2

Printed name

Address

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

I HEREBY CERTIFY, that on this ____ day of ____, 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$1,000.00 and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

I HEREBY CERTIFY, that on this ____ day of _____, 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Jared Court**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the President of C Corp Leasing, Inc., a corporation, and acknowledged the foregoing to be the act and deed of the said corporation; and at the same time made oath he is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN

File Attachments for Item:

. Ordinance 3934 (*1st reading*) - authorizing the transfer of 13 W. Clement Street to Dennis and Cheryl Sponaugle for the purchase price of \$30,500

ORDINANCE NO. 3934

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF DENNIS SPONAUGLE AND CHERYL SPONAUGLE IN THE AMOUNT OF THIRTY THOUSAND FIVE HUNDRED DOLLARS (\$30,500.00) FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 13 W. CLEMENT STREET, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

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

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

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

WHEREAS, the City received a bid for the purchase of the Property from Dennis Sponaugle and Cheryl Sponaugle (the "Purchasers") for the sum of Thirty Thousand Five Hundred Dollars (\$30,500.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchasers for the purchase of the Property for the

sum of Thirty Thousand Five Hundred Dollars (\$30,500.00) subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchasers by means of a quitclaim deed containing no warranties or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;
- B. The Purchasers shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchasers will pay the City of Cumberland and Allegany County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchasers shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashiers check or money order. A total of three (3) personal checks/cashiers checks/money orders must be presented to the City Clerk.
 - i. \$60.00 deed recordation fee made payable to "Circuit Court for Allegany County".
 - ii. The purchase price, pro-rated City real estate taxes and \$100.00 deed recordation service fee made payable "City of Cumberland".
 - iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".
- E. Cash will not be accepted. Improperly remitted payments will be returned.
- F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the

passage of this Ordinance shall result in the rejection of the Purchasers' bid unless the said deadline is extended by the City Administrator or City Solicitor for good cause shown.

G. The deed will be released for recordation upon the Purchasers' compliance with the foregoing provisions.

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

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

Passed this _____ day of _____, 2022.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

EXHIBIT A

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 1st day of November, 2022, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **Dennis Sponaugle and Cheryl Sponaugle, husband and wife**, (the “Grantees”).

WITNESSETH:

That for and in consideration of the sum of Thirty Thousand Five Hundred Dollars (\$30,500.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the City does hereby grant, bargain and sell, release, confirm and convey unto the Grantees, their personal representatives, heirs and assigns, forever in fee simple:

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

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

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

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

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

TO HAVE AND TO HOLD the above-described property unto the Grantees, their personal representatives, heirs and assigns in fee simple forever as tenants by the entirety.

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

1. The Grantees shall secure the dwelling on the property by replacing its doors and locks, as needed, no later than two (2) weeks from the date of this deed.
2. Within two (2) months from the date of this deed, the Grantees shall clean up the exterior of the property by removing all junk, garbage and debris from the yard, weeding, mowing the grass, and repairing and/or fully remediating any conditions constituting violations of the City's Property Maintenance Code and Nuisance Code that do not require a permit.
3. Within three (3) months of the date of this deed, the Grantees shall have obtained all permits required for the rehabilitation of the dwelling.
4. Within twelve (12) months of the date of this deed, the Grantees shall perform the following repairs to and/or improvement of the dwelling: (a) repair or replace the roof; (b) repair or replace the windows and doors; (c) repair or replace the exterior siding and trim; and (d) repair or replace the porch, decking, railings and stairs. Within that same time frame, the Grantees shall repair, replace or remove any accessory structures. The foregoing work shall be performed to the reasonable satisfaction of the City.
5. The Grantees shall have completed the rehabilitation of the interior and exterior of the said dwelling, shall have passed any third-party inspections for rough framing,

electrical work and plumbing work, and shall have obtained a permit for the occupancy of the dwelling no later than twenty-four (24) months from the date of this deed.

6. The City and its designees shall have the right to inspect the hereinbefore-described property from time to time in order to ensure that the work described in paragraphs 1 through 5 above is progressing and is being performed and completed in the manner described herein; provided, however, that the City shall endeavor to give the Grantees no less than seventy-two (72) hours advance notice of any such inspections. The Grantees shall fully cooperate with the City and its designees in regard to the scheduling and conduct of the inspections.
7. The Grantees may not convey the property described above or any interest therein (aside from a security interest granted subject to these covenants, restrictions and agreements) to a third party until all of the work described in paragraphs 1-5 hereinbefore is completed in accordance with the terms and provisions set forth therein. Any such conveyance or attempt at such conveyance shall be null and void.
8. Should the Grantees fail to comply with the terms and provisions of paragraphs 1-5 hereinbefore, the title to the real property and improvements conveyed by the terms of this deed shall immediately and without the necessity of any further action on the part of the City, revert and revest in the City, and the Grantees shall lose and forfeit all of their rights, title and interest therein and thereto as well as the fixtures, rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining, and the City shall have the right of re-entry to the said property. Further, the Grantees shall execute a deed effecting the conveyance of

the hereinbefore-described property, improvements, fixtures, etc. to the City in the event the requirements set forth in paragraphs 1-5 above are not satisfied in a timely manner. In the event the City institutes litigation to enforce the terms of this paragraph, the Grantees shall be liable for the City's reasonable attorneys' fees.

9. In furtherance of the terms and provisions set forth in the preceding section, the Grantees hereby grant the City Administrator (or acting or interim City Administrator) of the City the power and authority in its stead to execute and deliver a deed or deeds to the hereinbefore-described property to the City in the event the Grantees fail to comply with the terms and provisions set forth in paragraphs 1-5 hereinbefore and to perform any and all acts required to effect the conveyance of the hereinbefore-described property to the City.
10. The terms and provisions of paragraphs 8 and 9 are irrevocable; however, they shall expire four (4) years from the date of this deed. Those terms and provisions shall not be affected by the disability or incapacity of either of both of the Grantees.
11. If the requirements set forth in paragraphs 1- 5 above have been satisfied before the expiration date set forth in the preceding paragraph, upon the request of the Grantees, the City shall deliver a deed surrendering the rights of reverter described herein to it.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring, City Clerk

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

_____(SEAL)
Dennis Sponaugle

Dennis Sponaugle Witness #1

Printed name

Address

Dennis Sponaugle Witness #2

Printed name

Address

_____(SEAL)
Cheryl Sponaugle

Cheryl Sponaugle Witness #1

Printed name

Address

Cheryl Sponaugle Witness #2

Printed name

Address

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

I HEREBY CERTIFY, that on this _____ day of _____, 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$30,500.00 and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

I HEREBY CERTIFY, that on this _____ day of _____, 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Dennis Sponaule**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument and acknowledged the foregoing to be his act and deed.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

I HEREBY CERTIFY, that on this _____ day of _____, 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Cheryl Sponaule**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument and acknowledged the foregoing to be her act and deed.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN

File Attachments for Item:

. Order 27,099 - accepting the recommendation of the Planning and Zoning Commission to rezone the property at Seton Drive & Pinecrest Drive (Tax ID#06-010776) from R-S (Suburban Residential) to B-L (Local Business) and authorizing the commencement of procedures to formalize the amendment

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

ORDER NO. 27,099

DATE: October 20, 2022

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

THAT, the recommendation from the Cumberland Planning and Zoning Commission, dated September 27, 2022, to approve a Zoning Map Amendment (ZMA #22-02) to rezone the property at Seton Drive & Pinecrest Drive (Tax ID#06-010776) from R-S (Suburban Residential) to B-L (Local Business).

BE IT FURTHER ORDERED, that formal procedures to approve the recommended amendment to the City Code shall be commenced.

Raymond M. Morriss, Mayor



CITY OF CUMBERLAND MARYLAND

DEPARTMENT OF ENGINEERING

TO: Jeff Silka, City Administrator

FROM: Morgan Alban, GIS Specialist

DATE: September 27, 2022

RE: ZMA 22-02 – Seton Drive & Pinecrest Drive (Rezoning)

Please find attached a report approved by the Planning Commission (by a 2-0 vote) at its September 26, 2022 Regular Meeting recommending approval by the Mayor and City Council of a Zoning Map Amendment (ZMA 22-02). This map amendment was prepared by staff to rezone the property at Seton Drive & Pinecrest Drive from R-S (Suburban Residential) to B-L (Local Business).

Under the Land Use Articles of the Annotated Code of Maryland, this report must be presented to the Mayor and City Council at a regular meeting and a date scheduled for a final public hearing by the Mayor and City Council before the ordinance may be adopted. Therefore, we would like to request a public hearing date at which time I can explain the proposed amendment and answer any questions the Mayor and Council members may have. Once the hearing has been scheduled, I will prepare the required public notice and submit it to the City Clerk for publication in the Cumberland Times-News as prescribed by Maryland Law. Please feel free to submit the draft ordinance language to our City Solicitor for his use in preparing the final Ordinance.

If you have any additional questions, please let me know. I will transmit a copy of this memo to Margie Woodring by e-mail.

MAYOR

RAYMOND M. MORRISS

COUNCIL

RICHARD J. CIONI, JR.
EUGENE T. FRAZIER
JOSEPH P. GEORGE
LAURIE P. MARCHINI

CITY ADMINISTRATOR

JEFFREY E. SILKA

CITY ENGINEER

ROBERT L. SMITH, P.E.



MEMBER MARYLAND
MUNICIPAL LEAGUE (MML)

57 N. LIBERTY STREET, CUMBERLAND, MD 21502 www.cumberlandmd.gov
VOICE (301)759-6600 • FAX (301)759-6608 • TDD (800)735-2258

CUMBERLAND PLANNING COMMISSION STAFF REPORT

ZMA #22-000002: Seton Drive – Proposed Zoning Classification Change

September 2, 2022

Overview:

On August 31, 2022, Andrea Emerick, on behalf of MVP Counseling Services, filed an application to rezone property at the southeast corner of Seton Drive and Pinecrest Drive (Tax Account ID # 01-06010776) from the current R-S, Suburban Residential Zoning Designation to B-L, Local Business. A copy of the application and maps showing the location and boundaries of the property is attached to this report.

The subject property lies immediately adjacent to property owned by UPMC Western Maryland and is currently zoned B-L, Local Business. The property also lies adjacent to property owned by Barbara Bingham and is currently zoned as R-U, Urban Residential. The property is currently owned by Mary Lane Real state Corporation, but it is the intent of the contract purchaser, in the event that the proposed zoning change is granted, to construct an office building designed to house the counseling facilities to be operated by the contract purchaser.

Procedural Status:

The applicant submitted the petition (ZMA 22-02) to rezone the property at Seton Drive & Pinecrest Drive to B-L, Local Business. A copy of that application form and all accompanying attachments is provided at the end of this report. The applicant was informed that the rezoning petition would be presented to the Planning Commission at a formal public hearing on Monday September 26, 2022 at 4:30 PM.

Staff Review:

In support of the requested rezoning, per the requirements outlined in Section 25-144 (Zoning Chapter) of the Cumberland City Code, the applicant has submitted a map and description of the property, and written justification as to why the property should be rezoned and how it meets the criteria as outlined in the Land Use Article of the Annotated Code of Maryland.

Staff Recommendation:

Under the provisions of the Land Use Article of the Annotated Code of Maryland, the Mayor and City Council must make a series of specific findings in making its decision regarding the proposed zoning. A recommendation regarding these findings must be made by the Planning Commission. The specific findings are outlined in Section 4-204(b)(1) of the Land Use Article, and are as follows:

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 development of the city. The proposed zoning would provide for limited future 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 recommendations 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 map amendment/zoning change will not affect present or future transportation patterns in the area.

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

The area in question is currently zoned R-S, Suburban Residential. However, as mentioned previously in this 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 (Local Business) and R-U (Urban Residential).

5. 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.

Planning Commission Action:

- ☒ Recommend adoption of the requested Zoning Map Amendment for the affected property at Seton Drive & Pinecrest Drive to the Mayor and City Council in accordance with the following findings of fact and recommended conditions:

The Planning Commission accepts the findings, recommendations, and conditions set forth in the Staff Report

- ☐ Recommend denial of requested Zoning Map Amendment for the affected property Seton Drive & Pinecrest Drive to the Mayor and City Council, based on the following findings:

Motion by: Vic Rezendez

Seconded by: Ally Litten

Vote:

In favor of motion: 2 Opposed: 0 Abstained: _____

Number of voting members present: _____

Signed:

John Jacobs
Chair, Cumberland Planning Commission

Date: 9/26/2022

Ally Litten
Secretary, Cumberland Planning Commission

Date: 9/26/2022

Appendix A

Permit Applications & Documentation



City of Cumberland

Department of Community Development • 57 N. Liberty Street • Cumberland, MD 21502 • www.cumberlandmd.gov
301-722-2000, ext. 5600 • Fax 301-759-6432 • complaints@cumberlandmd.gov

☐ ZMA ☐ ZTA ☐ SRA # _____

Petition for ZONING MAP AMENDMENT / ZONING TEXT AMENDMENT and SUBDIVISION REGULATIONS TEXT AMENDMENT

Requires Municipal Planning & Zoning Commission Review

Project Location: Seton Drive Property ID #: 010-06010776
found on deed or view: www.dat.state.md.us, Real Property Search

Applicant MVP Counseling Services, LLC Phone _____

Address P. O. Box 826, Frostburg, Maryland 21532

Fax (724) 803-0592 Email anemerick@mvp-changebeginswithone.com

Contact Name Andrea Emerick Phone (301) 777-0012

Short Description of Project Construction of a freestanding building for location of counseling services.

Project includes ancillary parking, supporting utilities and stormwater management.

Attach detailed maps indicating **Present Zoning** and **Proposed Zoning**

Attach written description of Proposed Rezoning including Reasons for Change

For a Zoning Text Amendment - Reference: Municipal Code Chapter 25 – Zoning, Article XV.

Submit a copy of the actual zoning text changes in proper legal form including the original text of the zoning with the wording to be removed indicated in strikethrough text and any new language highlighted in bold-faced type. All section numbers and headings must be included.

For a Zoning Map Amendment – Reference: Municipal Code Chapter 25 – Zoning, Article VI and Article XV.

(note the three floating zone special requirements):

- Rehabilitation and Redevelopment Floating Zone
- Adaptive Reuse Floating Zone
- Planned Development Floating Zone
- All other Zoning Map Amendments

For a Subdivision Regulations Text Amendment – Reference: Municipal Code Chapter 25 – Zoning, Article VI.

For all Non-Floating Zone changes, provide a legal justification for the statutory "Change or Mistake Rule." This requires attorney representation before the Planning Commission and the Mayor and Council.

The detailed requirements of applications for specific uses can vary and additional information may be required.

A review fee is payable at time of application

- Zoning Map Amendment - \$500.00
- Zoning Text Amendment - \$200.00
- Subdivision Regulations Text Amendment - \$50.00

A Planning & Zoning Commission
brochure is available.

Applicant's signature:  Date: 8/29/2022

To apply online go to citizenserve.com/Cumberland

DESCRIPTION OF PROPOSED REZONING

The Applicant is the contract purchaser of property located on Seton Drive. The property is currently owned by Mary Lane Real Estate Corporation, 1121 Buxton Drive, Knoxville, Tennessee 37922. The property is located at the southeast corner of Seton Drive and Pinecrest Drive. It is identified as Tax Account ID: 010-06010776 (the "Subject Property").

The Subject Property lies immediately adjacent to property owned by Western Maryland Health System, Inc. (the "Health System Property"). The Health System Property is currently zoned "Local Business." The Subject Property also lies adjacent to property owned by Barbara D. Bingman, Tax Account ID: 010-06002765, Bauer Development of Cumberland, Tax Account ID: 010-06002625, and property owned by the Mayor & City Council of Cumberland, Maryland, Tax Account ID: 010-06049699. The Bingman, Bauer and City properties are currently zoned "Urban Residential."

The development of property in the neighborhood of the Subject Property includes two high schools: Allegany and Bishop Walsh, numerous office buildings on both Seton Drive and Bishop Walsh Road, and a commercial complex at the corner of Seton Drive and Bishop Walsh Road. The commercial complex lies adjacent to the Health System Property and is owned by CSB, LLC, Tax Account ID: 010-06046584. The commercial complex, like the Health System Property, is zoned "Local Business."

It is the intent of the contract purchaser, in the event that the proposed zoning change can occur, to construct an office building designed to house counseling facilities to be operated by the contract purchaser. The term "office," under the Zoning Ordinance (Chapter 25, Article 2, Definitions Section 25-23) includes location where professional services are performed.

The Subject Property is currently classified as a part of a "Suburban Residential" district, which is designed to provide for the continuation of low density, single-family development in areas where existing and most recent single-family development has occurred and to stabilize and protect these areas. While the purpose of the "Suburban Residential" district is set forth in the Zoning Ordinance, since adoption, the Subject Property, located on the east side of Seton Drive, has not realized any single-family development and the Subject Property lies immediately adjacent to property which would support the proposed use. As a local business, professional services are specifically permitted in that district and the proposed services would be consistent with the established zoning policies of supporting the needs of area residents.

The "Suburban Residential" zoning district in which the Subject Property lies has not realized residential development for many years. The neighborhood has changed by the elimination of Sacred Heart Hospital and the relocation of Allegany High School, but

the residential population has remained relatively static. The change in the neighborhood of the Subject Property has made it more important for professional services to be made available to the adjacent residential area and those factors support a change in the zoning classification of the Subject Property from “Suburban Residential” to “Local Business.”

LEGAL JUSTIFICATION FOR APPLICATION OF “CHANGE OR MISTAKE RULE”

MVP Counseling Services, LLC (the “Applicant”) has prepared and filed a Rezoning Application with respect to property that it has contracted to purchase located on Seton Drive near the intersection of Seton Drive and Bishop Walsh Road in the City of Cumberland, Allegany County, Maryland (the “Subject Property”). The Subject Property is currently zoned “Suburban Residential.” The Applicant believes that there has been a change in the neighborhood of the Subject Property that demonstrates that the proper zoning for the Subject Property should be “Local Business.”

In Maryland, regulation of land use is a creation of the Legislature. The State has delegated to local governments the authority to zone (Land Use Article 4-305) and specifically authority to amend or repeal zoning regulations and boundaries. (Land Use Article 4-204(a)). Along with this grant of authority, the local legislative body (the “City”) has authority to change the zoning classification of property on a finding that there has been a substantial change in the neighborhood where the property is located. (Land Use Article 4-204(B)(2)(i)). This is what the courts refer to as the “change” portion of the change and mistake rule. (See: *von Lusch v. Board of County Commissioners*, 24 Md. App. 383, 330 A.2d 738, cert denied, 275 Md. 757 (1975). Changes in condition may justify the amendment of an existing zoning ordinance. *Furnace Branch Land Company v. Board of County Commissioners*, 232 Md. 536, 194 A.2d 640 (1963).

In the process of an application for rezoning, the applicant must demonstrate what particular area reasonably constitutes the “neighborhood” of the subject property, must establish the changes that have occurred since the last comprehensive zoning, and must demonstrate that the changes resulted in a change in the character of the neighborhood itself. *Mayor of Baltimore v. Stone*, 271 Md. 655, 319 A.2d 536 (1974). Consistent with Maryland law, the Applicant submits the following information in respect to a delineation of the area that reasonably constitutes the neighborhood of the Subject Property, outlines the changes that have occurred since the last comprehensive zoning, and seeks to demonstrate that the changes have resulted in a change in the character of the neighborhood where the Subject Property is located.

The Neighborhood

The burden is on the applicant to demonstrate the neighborhood where the property is located, *Pattey v. Board of County Commissioners*, 271 Md. 352, 317 A.2d 142 (1974), and what constitutes the neighborhood is one of the basic facts to be established in a rezoning process. *Iverson v. Zoning Board*, 22 Md. App. 265, 322 A.2d 569 (1974). The concept of a neighborhood is flexible and varies according to the geographic location involved. *Pattey v. Board of County Commissioners*, *supra*.

The Applicant represents that the “neighborhood,” for purposes of its Application, is an area that is bounded by the limits of the City of Cumberland to the west and extends to and includes the area of Allegany High School and Bishop Walsh High School to the

north and east. Since the last comprehensive zoning, the Subject Property has been undeveloped, has been classified as a part of a "Suburban Residential" district, but that district has not realized any significant residential growth. That district has realized, on properties immediately adjacent to the Subject Property, development in the context of local businesses (the CSB Property), as well as the opportunity for local business development on the property owned by Western Maryland Health System. At the time of the last comprehensive zoning, the Subject Property was not included in the "Local Business" classification but, rather, included in the "Suburban Residential" district despite the fact that it fronts on Seton Drive where local businesses were located.

Since the last comprehensive zoning, not only have no residences been constructed on the adjacent Suburban Residential zoned district, but overall residential development has remained relatively stagnant. In looking forward, it is not reasonable to expect that the Subject Property, fronting as it does on Seton Drive and immediately adjacent to local businesses, will be the subject of residential development. While the Subject Property may have been properly zoned as "Suburban Residential" at the time of the last rezoning, to accommodate its then expected development, the change that has occurred within the defined neighborhood demonstrates that a Local Business designation for the Subject Property is most appropriate.

Real Property Data Search ()
 Search Result for ALLEGANY COUNTY

[View Map](#)

[View GroundRent Redemption](#)

[View GroundRent Registration](#)

Special Tax Recapture: None

Account Identifier: District - 06 Account Number - 010776

Owner Information

Owner Name: MARY LANE REAL ESTATE CORP Use: RESIDENTIAL

Mailing Address: 1121 BUXTON DR Principal Residence: NO

KNOXVILLE TN 37922- Deed Reference: /01680/ 00369

Location & Structure Information

Premises Address: SETON DR Legal Description: 6.02A
 CUMBERLAND 21502-0000 SE COR SETON DR &
 PINECREST DR

Map: Grid: Parcel: Neighborhood: Subdivision: Section: Block: Lot: Assessment Year: Plat No:
 0107 0009 5001 6080001.01 0000 2021 Plat Ref:

Town: CUMBERLAND

Primary Structure Built Above Grade Living Area Finished Basement Area Property Land Area County Use
 6.0200 AC

Stories Basement Type Exterior Quality Full/Half Bath Garage Last Notice of Major Improvements
 /

Value Information

	Base Value	Value As of 01/01/2021	Phase-in Assessments As of 07/01/2022	As of 07/01/2023
Land:	76,300	66,700		
Improvements	0	0		
Total:	76,300	66,700	66,700	66,700
Preferential Land:	0	0		

Transfer Information

Seller: CUMBERLAND REAL ESTATE CORP, THE Date: 04/13/2010 Price: \$0

Type: NON-ARMS LENGTH OTHER Deed1: /01680/ 00369 Deed2:

Seller: CUMBERLAND REAL ESTATE CORP, THE Date: Price: \$0

Type: NON-ARMS LENGTH OTHER Deed1: /01867/ 00028 Deed2:

Seller: Date: Price:

Type: Deed1: Deed2:

Exemption Information

	Class	07/01/2022	07/01/2023
Partial Exempt Assessments:	000	0.00	
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00 0.00	0.00 0.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application Date:

Real Property Data Search ()
 Search Result for ALLEGANY COUNTY

[View Map](#)

[View GroundRent Redemption](#)

[View GroundRent Registration](#)

Special Tax Recapture: None

Account Identifier: District - 06 Account Number - 046584

Owner Information

Owner Name: CSB LLC Use: COMMERCIAL CONDOMINIUM

Mailing Address: 157 BALTIMORE ST Principal Residence: NO

CUMBERLAND MD 21502- Deed Reference: /00675/ 00720

Location & Structure Information

Premises Address: SETON DR Legal Description: SETON DRIVE
 CUMBERLAND 21502-0000 CONDOMINIUM
 UNIT 101

Map: Grid: Parcel: Neighborhood: Subdivision: Section: Block: Lot: Assessment Year: Plat No:
 0107 0012 2360 10003.01 0000 101 2021 Plat Ref:

Town: CUMBERLAND

Primary Structure Built Above Grade Living Area Finished Basement Area Property Land Area County Use
 1974 1,380 SF 30,065 SF

StoriesBasementType ExteriorQualityFull/Half Bath GarageLast Notice of Major Improvements

MEDICAL OFFICE / C4
 BUILDING

Value Information

	Base Value	Value As of 01/01/2021	Phase-in Assessments As of	
			07/01/2022	As of 07/01/2023
Land:	14,800	14,800		
Improvements	74,100	70,700		
Total:	88,900	85,500	85,500	85,500
Preferential Land:	0	0		

Transfer Information

Seller: HAYSTACK HOLDING CO	Date: 10/04/1999	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: /00675/ 00720	Deed2:
Seller: DOLLY, JAMES	Date: 12/11/1986	Price: \$65,000
Type: ARMS LENGTH IMPROVED	Deed1: /00560/ 00974	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2022	07/01/2023
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00 0.00	0.00 0.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application Date:

Real Property Data Search ()
Search Result for ALLEGANY COUNTY

[View Map](#)

[View GroundRent Redemption](#)

[View GroundRent Registration](#)

Special Tax Recapture: None

Account Identifier: District - 06 Account Number - 002625

Owner Information

Owner Name: BAUER DEVELOPMENT OF CUMBERLAND
Mailing Address: 11307 EASTMAN RD NE CUMBERLAND MD 21502-8200
Use: RESIDENTIAL/COMMERCIAL
Principal Residence: NO
Deed Reference: /00465/ 00367

Location & Structure Information

Premises Address: PINECREST DR CUMBERLAND 21502-0000
Legal Description: 1.098A OFF PINECREST DR HAYSTACK MT

Map: 0107 Grid: 0018 Parcel: 2358 Neighborhood: 6080001,01 Subdivision: 0000 Section: Block: Lot: Assessment Year: 2021 Plat No: Plat Ref:

Town: CUMBERLAND

Primary Structure Built Above Grade Living Area Finished Basement Area Property Land Area County Use
1.0900 AC

Stories Basement Type Exterior Quality Full/Half Bath Garage Last Notice of Major Improvements

Value Information

	Base Value	Value As of 01/01/2021	Phase-in Assessments As of 07/01/2022 As of 07/01/2023	
Land:	24,900	24,900		
Improvements	0	0		
Total:	24,900	24,900	24,900	24,900
Preferential Land:	0	0		

Transfer Information

Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2022	07/01/2023
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00 0.00	0.00 0.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application Date:

Real Property Data Search ()
Search Result for ALLEGANY COUNTY

View Map	View GroundRent Redemption	View GroundRent Registration
Special Tax Recapture: None		
Account Identifier:	District - 06 Account Number - 049699	
Owner Information		
Owner Name:	MAYOR-CITY COUNCIL OF CUMBERLAND	Use: EXEMPT
Mailing Address:	CITY HALL CUMBERLAND MD 21502	Principal Residence: NO Deed Reference: /00635/ 00540
Location & Structure Information		
Premises Address:	PINECREST DR CUMBERLAND 21502-0000	Legal Description: 20332 SF TRI PINECREST DR
Map: 0107	Grid: 0010	Parcel: 2358
Neighborhood: 6080001.01	Subdivision: 0000	Section: 6080001.01
Block: 0107	Lot: 0010	Assessment Year: 2021
Town: CUMBERLAND	Plat No:	Plat Ref:
Primary Structure Built	Above Grade Living Area	Finished Basement Area
		Property Land Area 20,332 SF
County Use	Last Notice of Major Improvements	
Stories	Basement	Type Exterior
		Quality
		Full/Half Bath
		Garage
Value Information		
	Base Value	Value
		As of
		01/01/2021
Land:	5,000	5,000
Improvements	0	0
Total:	5,000	5,000
Preferential Land:	0	0
		Phase-in Assessments
		As of
		07/01/2022
		As of
		07/01/2023
		5,000
		5,000
Transfer Information		
Seller: BAUER DEVELOPMENT OF CUMB	Date: 03/14/1996	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: /00635/ 00540	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Exemption Information		
Partial Exempt Assessments:	Class	07/01/2022
County:	670	5,000.00
State:	670	5,000.00
Municipal:	670	5,000.00 5,000.00
Special Tax Recapture: None		5,000.00 5,000.00
Homestead Application Information		
Homestead Application Status: No Application		
Homeowners' Tax Credit Application Information		
Homeowners' Tax Credit Application Status: No Application		
Date:		

Real Property Data Search ()
Search Result for ALLEGANY COUNTY

View Map	View GroundRent Redemption	View GroundRent Registration
Special Tax Recapture: None		
Account Identifier:	District - 06 Account Number - 002765	
Owner Information		
Owner Name:	BINGMAN BARBARA D	Use: RESIDENTIAL CONDOMINIUM
Mailing Address:	935 PINECREST DR APT B1 CUMBERLAND MD 21502-3170	Principal Residence: YES
		Deed Reference: /01363/ 00542
Location & Structure Information		
Premises Address:	935 PINECREST DR CUMBERLAND 21502-0000 UNIT: B1	Legal Description: 935 PINECREST DR UNIT B-1 PINECREST CONDO HAYSTACK MTN
Map: 0107	Grid: 0009	Parcel: 2346
Neighborhood: 6080001.01	Subdivision: 0000	Section:
Block:	Lot: 1	Assessment Year: 2021
Town: CUMBERLAND		Plat No:
		Plat Ref:
Primary Structure Built 1987	Above Grade Living Area	Finished Basement Area
		YES
Stories Basement Type	Exterior Quality	Full/Half Bath
CONDO GARDEN /	3	
	Garage	Last Notice of Major Improvements
Value Information		
	Base Value	Value
		Phase-in Assessments
		As of
		As of
Land:	14,000	14,000
Improvements	65,600	68,000
Total:	79,600	82,000
Preferential Land:	0	0
		81,200
		82,000
Transfer Information		
Seller: DONELSON, DIANE	Date: 03/07/2007	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: /01363/ 00542	Deed2:
Seller: TATE, JAMES HOWARD	Date: 07/11/2001	Price: \$67,000
Type: ARMS LENGTH IMPROVED	Deed1: /00695/ 00232	Deed2:
Seller: STAKEM, WILLIAM-MARY SUSAN	Date: 10/13/1999	Price: \$71,500
Type: ARMS LENGTH IMPROVED	Deed1: /00676/ 00083	Deed2:
Exemption Information		
Partial Exempt Assessments:	Class	07/01/2022
County:	000	0.00
State:	000	0.00
Municipal:	000	0.00 0.00
Special Tax Recapture: None		0.00 0.00
Homestead Application Information		
Homestead Application Status: Approved 02/14/2012		
Homeowners' Tax Credit Application Information		
Homeowners' Tax Credit Application Status: No Application Date:		



Map No.	1000000000
Scale	1" = 100'
North Arrow	
Prepared For	RCR
Prepared By	CLM
Checked By	JFM
Date	10/20/09

RCR	CLM
JFM	



PREPARED FOR:
AAR PROPERTY, LLC
BUREAU OF LAND MANAGEMENT
SAN JOSE, CALIFORNIA 95134
(408) 298-1000

PROPERTY SURVEY PINECREST AND SETON DRIVE OVERALL ZONING

NOTES:

1. ZONING REGULATIONS ARE BASED ON THE 2008 ZONING ORDINANCE.
2. THIS MAP WAS CREATED USING THE CITY OF SAN JOSE'S DIGITAL DATA AND DOES NOT REPRESENT THE CITY OF SAN JOSE'S OFFICIAL RECORDS.
3. THE CITY OF SAN JOSE DOES NOT WARRANT THE ACCURACY OF THE INFORMATION SHOWN ON THIS MAP.

ZONING LEGEND:

- ☐ SUBURBAN RESIDENTIAL
- ☐ URBAN RESIDENTIAL
- ☐ LOCAL BUSINESS
- ☐ REGIONAL OFFICE
- ☐ SPECIAL DISTRICT (OR SUBURBAN RESIDENTIAL)

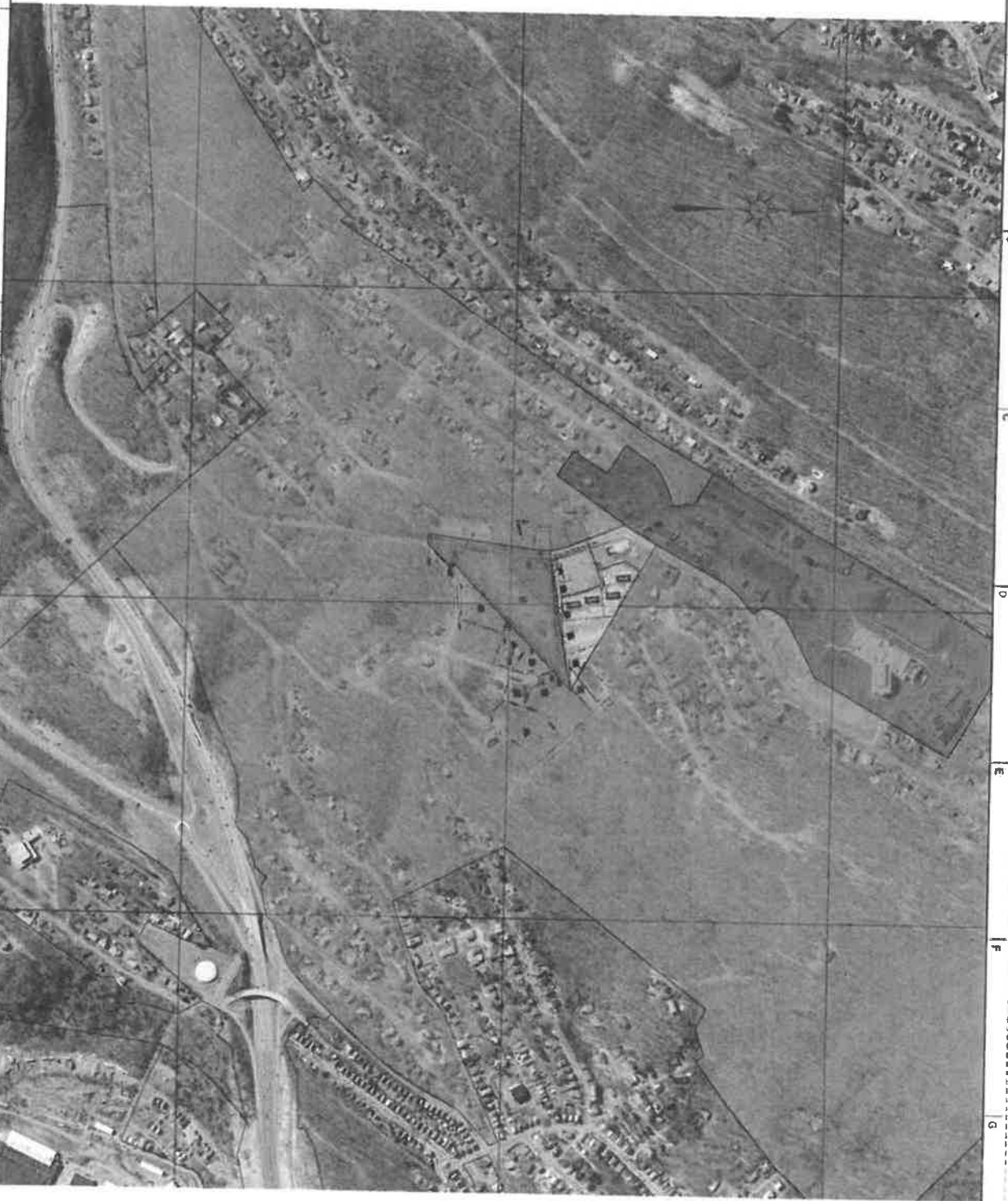
Scale: 0 100 200 Feet

DATE: 10/20/09

BY: CLM

CHECKED BY: JFM

APPROVED BY: X of X



File Attachments for Item:

. Order 27, 100 - accepting the sole source proposal from Cargill Incorporated to provide road salt for an amount not to exceed \$200,000 for the term September 1, 2022 through August 31, 2023, with pricing obtained through the statewide contract

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

ORDER NO. 27,100

DATE: October 20, 2022

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

THAT, the City Administrator be and is hereby authorized to approve the sole source purchase of road salt from Cargill Incorporated, 24950 Country Club Boulevard, Suite 450, North Olmsted, Ohio, 44070 for an amount not-to-exceed Two Hundred Thousand Dollars and No Cents (\$200,000.00), for the term September 1, 2022 through August 31, 2023, with pricing obtained through the State bid process.

Raymond M. Morriss, Mayor

Budget: 001.057.36000

Council Agenda Summary

Meeting Date: October 18, 2022

Key Staff Contact: Brooke Cassell

Item Title:

Order accepting the Sole Source Purchase of Road Salt from Cargill Incorporated, 24950 Country Club BLVD, STE 450, North Olmsted, OH 44070 for the amount not to exceed \$200,000.

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

Requesting an order to accept the sole source purchase of road salt from Cargill Incorporated for an amount not to exceed \$200,000. Cargill Incorporated was awarded the Statewide Contract for Road Salt to be used in Allegany County, which is in accordance with the City Code Sec. 2-171 (c) (iv) – sole source purchases through joint efforts with other agencies. As per the statewide contract the cost of the road salt plus delivery is \$94.61/ton for the contract term of September 1, 2022-August 31, 2023. The Mayor and Council previously approved the budget amount of \$175,000 in 001.057.36000 for snow removal chemicals. The purchase order is for \$200,000 to allow for overages, as we will spend only what is necessary.

Amount of Award: \$200,000

Budget number: 001.057.36000

Grant, bond, etc. reference:

CUMBERLAND



DEPARTMENT OF PUBLIC WORKS

October 5, 2022

Dear Mayor and City Council,

I recommend that we move forward with the Sole Source Purchase of Road Salt from Cargill Incorporated, 24950 Country Club Blvd, North Olmsted, OH 44070.

Cargill Incorporated was awarded the Statewide Contract for Road Salt to be used in Allegany County, which is in accordance with the City Code Sec. 2-171 (c) (iv) – sole source purchases through joint efforts with other agencies. The statewide contract may be used by all state agencies, counties, municipalities and other eligible entities. The term of the contract (option year 2) is from September 1, 2022 through August 31, 2023. The road maintenance salt unit cost is \$94.61 per ton, which includes delivery cost. The FY23 approved budget amount for snow removal chemicals is \$175,000. The purchase order will be for an amount not to exceed \$200,000 to allow for overages due to the unexpected weather.

MAYOR

RAYMOND M. MORRISS

COUNCIL

RICHARD J. CIONI, JR.
EUGENE T. FRAZIER
JOSEPH P. GEORGE
LAURIE P. MARCHINI

CITY ADMINISTRATOR

JEFFREY E. SILKA

**PW OPERATIONS
MANAGER**

BROOKE CASSELL

Sincerely,

A handwritten signature in blue ink that reads "Brooke Cassell".

Brooke Cassell

Public Works Operations Manager



MEMBER MARYLAND
MUNICIPAL LEAGUE (MML)

215 BOWEN STREET, CUMBERLAND, MD 21502 www.cumberlandmd.gov
VOICE (301)759-6620 • FAX (301)759-6632 • TDD (800)735-2258



Julie Hutson <julie.hutson@cumberlandmd.gov>

Re: Road Salt - Sole Source Approval

1 message

Jeff Silka <jeff.silka@cumberlandmd.gov>

Wed, Oct 5, 2022 at 8:06 AM

To: Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Cc: Julie Hutson <julie.hutson@cumberlandmd.gov>

Approved.

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

On Wed, Oct 5, 2022 at 7:17 AM Brooke Cassell <brooke.cassell@cumberlandmd.gov> wrote:

Jeff,

Please approve the sole source purchase of road salt from Cargill Incorporated. Cargill was awarded the Statewide Contract for Road Salt to be used in Allegany County, which is in accordance with the City Code Sec. 2-171 (c) (iv) – sole source purchases through joint efforts with other agencies. As per the statewide contract the cost of the road salt plus delivery is \$94.61/ton for the contract term of September 1, 2022-August 31, 2023. The State of Maryland Blanket Purchase Order is attached for your reference.

Thank you,
Brooke

Brooke Cassell
Public Works Operations Manager
City of Cumberland, MD
phone (301)759-6624
fax (301)759-6632
cell (240)580-0755
email brooke.cassell@cumberlandmd.gov

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3600047

PRINT DATE: 08/25/22

PAGE: 01

SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS	
VENDOR ID: CARGILL INCORPORATED 24950 COUNTRY CLUB BLVD STE 450 NORTH OLMSTED, OH 44070 (800) 600-7258 EXT 4774	REFER QUESTIONS TO: OLUWAKEMI AKINWALE (410) 767-4612 OLUWAKIM.ADESINA@MARYLAND.GOV
ITB:	EXPR DATE: 08/31/23 POST DATE: 08/25/22 DISCOUNT TERMS: . NET 30 DAY CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

* STATEWIDE CONTRACT FOR ROAD SALT TO BE USED IN *
* WASHINGTON AND ALLEGANY COUNTIES *
* *

THIS IS A STATEWIDE CONTRACT AND MAY BE USED BY ALL STATE AGENCIES, COUNTIES, MUNICIPALITIES, AND OTHER ELIGIBLE ENTITIES.

THIS IS THE FINAL RENWAL OPTION.

OPTION FINAL TERM: SEPTEMBER 1, 2022 THROUGH AUGUST 31, 2023, WITH THE SAME CONTRACT TERMS, CONDITIONS, PROVISIONS AND PRICE.

THERE ARE NO REMAINING RENEWALS LEFT UNDER THE ORIGINAL 001B9400127.

MARYLAND LAW PREVAILS:

THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF MARYLAND.

VENDOR NAME: CARGILL, INC.

VENDOR CONTACT: BRITTANY KWASNY

TELEPHONE: 440-590-6425

VENDOR EMAIL ADDRESS: BRITTANY_KWASNY@CARGILL.COM

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3600047

PRINT DATE: 08/25/22

PAGE: 02

TERMS (cont'd):

STATE OF MARYLAND

SCOPE OF CONTRACT:

REQUIREMENTS CONTRACT FOR SUPPLYING THE STATE OF MARYLAND AND USING AUTHORITIES WITH THEIR NEEDS FOR ROAD SALT.

CONTRACT REQUIREMENTS:

QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE.

PRICE ESCALATION:

FOR EACH OPTION YEAR, THE CONTRACTOR MAY REQUEST AN INCREASE OF THE PRICES THEN PREVAILING. THE REQUEST FOR A PRICE INCREASE MUST BE SUBMITTED WITHIN EIGHT (8) WEEKS OF THE ANNIVERSARY DATE OF THE CONTRACT.

THE INCREASE IS NOT TO EXCEED THE CURRENT RATE OF INFLATION, AS DETERMINED BY THE (APPROPRIATE INDEX AND LINK). FOR EXAMPLE: PPI FOUND AT WWW.BLS.GOV/PPI/.COM . USE THE MOST RECENT FINAL INDEX AVAILABLE ON THE WEBSITE AT THE TIME OF THE REQUEST. ALL OTHER TERMS, CONDITIONS AND SPECIFICATIONS WILL REMAIN THE SAME.

ONCE A PRICE INCREASE HAS BEEN APPROVED, NO FURTHER INCREASES SHALL BE CONSIDERED FOR TWELVE (12) MONTHS. SUBSEQUENT INCREASES WILL BE BASED ON THE FINAL INDEX VALUE USED ON THE PRECEDING ADJUSTMENT AND THE MOST RECENT FINAL INDEX VALUE AVAILABLE ON THE BLS WEBSITE AT THE TIME OF THE CURRENT REQUEST. THE STATE RESERVES THE RIGHT NOT TO ALLOW A PRICE INCREASE.

THE INCREASED CONTRACT PRICE SHALL NOT APPLY TO ORDERS RECEIVED BY THE CONTRACTOR PRIOR TO THE EFFECTIVE DATE OF THE APPROVED INCREASED CONTRACT UNIT PRICE. ORDERS PLACED VIA PURCHASE ORDER, SHALL BE CONSIDERED TO HAVE BEEN RECEIVED BY THE CONTRACTOR AFTER THE FIFTH (5TH) CALENDAR DAY FOLLOWING THE DATE OF ISSUANCE. THE PROCUREMENT OFFICER MAY CANCEL, WITHOUT LIABILITY TO EITHER PARTY, ANY PORTION OF THE CONTRACT AFFECTED BY THE REQUESTED INCREASE AND ANY MATERIALS, SUPPLIES OR SERVICES UNDELIVERED AT THE TIME OF SUCH CANCELLATION. INVOICES REFLECTING "NEW" PRICES WILL NOT BE PROCESSED FOR DELIVERIES OF GOODS RECEIVED PRIOR TO THE INCREASE APPROVAL DATE.

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STATE OF MARYLAND

***** STATE OF MARYLAND *****

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TERMS (cont'd):

PRICE DECREASES SHALL ALSO BE PASSED ON TO THE STATE AND DO NOT REQUIRE VERIFICATION. DECREASES BECOME EFFECTIVE IMMEDIATELY UPON NOTIFICATION.

THE PRICE ADJUSTMENTS FOR THE RENEWALS SHALL BE NEGOTIATED AND MUTUALLY AGREED UPON BY DGS AND THE CONTRACTORS. ALTHOUGH EACH NEGOTIATION WILL BE CARRIED OUT INDEPENDENTLY, THE PERCENTAGE INCREASE OR THE MONETARY INCREASE SHALL BE THE SAME FOR ALL VENDORS. DGS RESERVES THE RIGHT TO RENEW ANY AND/OR ALL CONTRACTOR'S CONTRACTS. UPON RENEWAL, THE EXISTING CONTRACT TERMS AND CONDITIONS WILL APPLY.

TERMINATION FOR CONVENIENCE:

THE PERFORMANCE OF WORK UNDER THIS CONTRACT MAY BE TERMINATED BY THE STATE IN ACCORDANCE WITH THIS CLAUSE IN WHOLE, OR FROM TIME TO TIME IN PART, WHENEVER THE STATE SHALL DETERMINE THAT SUCH TERMINATION IS IN THE BEST INTEREST OF THE STATE. THE STATE WILL PAY ALL REASONABLE COSTS ASSOCIATED WITH THIS CONTRACT THAT THE CONTRACTOR HAS INCURRED UP TO THE DATE OF TERMINATION.

HOWEVER, THE CONTRACTOR SHALL NOT BE REIMBURSED FOR ANY ANTICIPATORY TERMINATION HEREUNDER, INCLUDING THE DETERMINATION OF THE RIGHTS AND OBLIGATIONS OF THE PARTIES, SHALL BE GOVERNED BY THE PROVISIONS OF COMAR 21.07.01.12A(2).

ESTIMATED SALT USAGE:

THE SHA GUARANTEES TO ACCEPT AT LEAST 10% OF ITS ESTIMATED AVERAGE USAGE IN EACH OF ITS COUNTIES. ESTIMATED TOTALS ARE AS FOLLOWS:

WASHINGTON COUNTY ESTIMATED TOTAL TONS USED
22686
ALLEGANY ESTIMATED TONS USED
20065

VENDOR SALT HAULERS

EACH OF THE VENDOR'S SALT HAULERS ASSIGNED TO A PARTICULAR SHOP MUST BE AVAILABLE TO DELIVER SALT TO ANY SHA SALT STORAGE WITHIN THE SHOP'S AREA OF RESPONSIBILITY. THE VENDOR SHALL PROVIDE SHA WITH

*** CONTINUED, NEXT PAGE ***

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STATE OF MARYLAND

***** STATE OF MARYLAND *****

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TERMS (cont'd):

A LIST OF HAULERS, MONTHLY, THAT WILL BE USED TO SHIP MATERIAL TO SHA FACILITIES. THE HAULER LIST WILL BE E-MAILED TO COLLEEN ROBINSON AND SCOTT SIMONS AT CROBINSON@SHA.STATE.MD.US AND SCOTT SIMONS AT SSIMONS@SHA.STATE.MD.US, RESPECTIVELY ON THE FIRST OF EACH MONTH, BEGINNING IN NOVEMBER. SHA WILL REVIEW THE LIST TO DETERMINE IF ANY OF THE SALT HAULERS ARE UNDER CONTRACT WITH SHA FOR ITS SNOW AND ICE CONTROL OPERATIONS. SHA WILL MAKE THE VENDOR AWARE OF ANY POTENTIAL CONFLICTS

SHA MAINTENANCE SHOP CONTACTS

TO ASSURE GOOD COMMUNICATION, SHA WILL PROVIDE THE VENDOR WITH A LISTING OF SHA'S SHOPS ALONG WITH A CONTACT NAME AND PHONE NUMBER. MATERIALS:

SODIUM CHLORIDE (ROCK OR SOLAR SALT) OFFERED SHALL MEET ALL OF THE REQUIREMENTS OF ASTM DESIGNATION D632 (LATEST REVISION), TYPE 1, GRADE 1. THE SODIUM CHLORIDE (SOLAR OR ROCK SALT) SHALL CONTAIN A MINIMUM OF 20 PARTS PER MILLION OF SODIUM FERRO CYANIDE UNIFORMLY MIXED WITH THE SALT TO PREVENT CAKING. THE MOISTURE CONTENT OF ROCK SALT AND SOLAR SALT SHALL NOT EXCEED THREE PERCENT (3.0%) BY WEIGHT.

IN THE EVENT THAT THE MATERIAL FAILS TO MEET THE MINIMUM SPECIFICATION, THE AUTHORIZED REPRESENTATIVE RESERVES THE RIGHT TO REQUIRE THE SUPPLIER TO TAKE WHATEVER CORRECTIVE ACTION IS DEEMED NECESSARY TO BRING THE MATERIAL UP TO SPECIFICATION, OR REQUIRE THE SUPPLIER TO REMOVE AND REPLACE THAT MATERIAL WHICH FAILS TO MEET THE SPECIFICATIONS, AT THE VENDOR'S EXPENSE.

FAILURE OF THESE SAMPLES TO MEET SPECIFICATIONS MAY RESULT IN THE VENDOR BEING REQUIRED TO REMOVE THE UNACCEPTABLE MATERIAL AND REPLACING IT WITH SPECIFICATION MATERIAL, ALL AT THE VENDOR'S EXPENSE. AS AN ALTERNATIVE, SHA RESERVES THE RIGHT TO REQUIRE FULL PLANT REPRESENTATION BY PERSONNEL OF SHA'S OFFICE OF MATERIALS AND TECHNOLOGIES. IN ADDITION, SHA RESERVES THE RIGHT TO SAMPLE THE MATERIAL AS IT IS UNLOADED FROM EACH ARRIVING SHIP.

THE VENDOR SHALL BE ALLOWED TO SHIP MATERIAL BASED ON CERTIFICATION. THIS CERTIFICATION MUST INCLUDE ACTUAL TEST DATA FROM THE MANUFACTURER AND REPRESENT THE MATERIAL BEING SHIPPED. CERTIFIED TEST VALUES MUST MEET ALL REQUIREMENTS OF THIS SPECIFICATION. SHA RESERVES THE RIGHT TO, AND WILL SAMPLE SHIPMENTS AT, THE FINAL POINT OF DELIVERY FOR TEST TESTING BY THE SHA LABORATORY.

WEIGHING:

*** CONTINUED, NEXT PAGE ***

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STATE OF MARYLAND

***** STATE OF MARYLAND *****

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TERMS (cont'd):

THE VENDOR SHALL PROVIDE ACCURATE APPROVED SCALES TO BE USED FOR WEIGHING SHIPMENTS OF SODIUM CHLORIDE. THE PLATFORM OF THE TRUCK SCALES SHALL BE OF SUFFICIENT LENGTH AND WIDTH TO CONVENIENTLY ACCOMMODATE ANY TRUCKS OR COMPLETE HAULING UNITS THAT MAY BE USED TO TRANSPORT THE SODIUM CHLORIDE IN SUCH A MANNER THAT THE COMPLETE UNIT LOAD CAN BE WEIGHED AT ONE DRAFT. NO SPLIT WEIGHING WILL BE ALLOWED.

ALL DELIVERIES MUST BE MADE IN BULK BY COVERED TRUCKS. A CERTIFIED WEIGHT SLIP FROM THE SUPPLIER MUST ACCOMPANY EACH TRUCK. ALL WEIGHING OPERATIONS WILL BE CONDUCTED IN ACCORDANCE WITH TC-7.01 MEASUREMENT OF QUANTITIES OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION AND S MATERIALS (CURRENT EDITION). A LINK TO THIS EDITION OF THE SPECIFICATIONS BOOK IN PDF FORM IS:

[HTTP://WWW.ROADS.MARYLAND.GOV/INDEX.ASPX?PAGEID=44](http://www.roads.maryland.gov/index.aspx?pageid=44)

CUSTOMER PICKUP:

SHA HAS IDENTIFIED ON ATTACHMENT "A" SALT STRUCTURES THAT ARE NORMAL PRIORITY FOR DELIVERIES DURING THE COURSE OF THIS CONTRACT. DELIVERIES WILL BE MADE ONLY DURING NORMAL WORKING HOURS (MONDAY - FRIDAY, 7:30AM-3:30PM), UNLESS THE SUPPLIER MAKES ARRANGEMENTS IN ADVANCE OF ANTICIPATED DELIVERY DURING NON-WORK HOURS. SHA WILL CONSIDER EXTENDED DELIVERY HOURS, OVERNIGHT IF NEEDED, PROVIDED THE VENDOR COMMITS TO A VERY HIGH TONNAGE TO SPECIFIC SALT STRUCTURES. THE VENDOR MUST CONTACT A SHA REPRESENTATIVE WITH THE START TIME OF DELIVERY, NUMBER OF TRUCKS, AND ANTICIPATED TONNAGE. IN ADDITION, THE LAST LOAD MUST BE IDENTIFIED. THE VENDOR SHALL GIVE THE SHOP 24 HOURS NOTICE PRIOR TO BEGINNING ITS SHIPMENTS.

ONCE A VENDOR COMMITS TO HAULING TO A LOCATION, HE OR SHE SHALL DELIVER A MINIMUM OF 200 TONS TO THE SITE PER DAY. THE MINIMUM 200 TONS OF SALT DOES NOT HAVE TO BE ON CONTINUOUS DAYS. THE 200 TON MINIMUM DELIVERY WILL NOT APPLY WHEN THE REMAINING UNSHIPED MATERIAL IS LESS THAN 200 TONS, HOWEVER, THE REMAINING BALANCE SHALL BE SHIPPED IN ONE DAY. THE INTENT OF THE MINIMUM DELIVERY IS TO ALLOW SHA RECEIVING PERSONNEL TO BE SCHEDULED EFFICIENTLY.

DELIVERIES ARE TO BE COMPLETED WITHIN EIGHT (8) CALENDAR DAYS AFTER THE SUPPLIER RECEIVES AN ORDER, ORALLY OR IN WRITING, FROM THE USING AUTHORITY. IN THE EVENT THE DELIVERY IS NOT COMPLETED WITHIN THE SPECIFIED TIME, IN ADDITION TO ALL OTHER DAMAGES FOR WHICH THE VENDOR MAY BE LIABLE AND IN ADDITION TO ALL OTHER REMEDIES WHICH MAY BE AVAILABLE TO THE STATE, THE VENDOR SHALL BE LIABLE TO PAY \$6.00 PER SHORT TON IN LIQUIDATED DAMAGE, REFLECTING THE COST OF SHA MOVING SALT FROM ONE OF ITS FACILITIES TO ANOTHER.

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STATE OF MARYLAND

***** STATE OF MARYLAND *****

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TERMS (cont'd):

LIQUIDATED DAMAGES CAN ONLY BE INSTITUTED BY THE MARYLAND DEPARTMENT OF GENERAL SERVICES (DGS).

IF IT BECOMES APPARENT TO THE VENDOR THAT IT CANNOT MEET A DELIVERY SCHEDULE, THE VENDOR SHALL NOTIFY THE SHA MAINTENANCE SHOP(S) IT SERVICES. IF THE VENDOR CANNOT MEET THE DELIVERY SCHEDULE ON A REGIONAL OR STATEWIDE BASIS, IT SHALL CONTACT THE CHIEF OF THE HIGHWAY MAINTENANCE DIVISION, (410-582-5565), OR DESIGNEE. THE VENDOR MAY SEEK RELIEF FROM THE LIQUIDATED DAMAGES BY EXPLAINING THE REASONS FOR NOT MEETING THE DELIVERY SCHEDULE, AS WELL AS ACTIONS BEING TAKEN TO CORRECT OR IMPROVE THE SHIPMENTS. THE CHIEF OF THE HIGHWAY MAINTENANCE DIVISION OR HIS DESIGNEE, IN CONSULTATION WITH DGS, WILL MAKE THE FINAL DETERMINATION OF THE REQUEST FOR WAIVER OF THE LIQUIDATED DAMAGES.

SHA WILL MAKE EVERY EFFORT TO MAINTAIN ADEQUATE INVENTORY LEVELS THROUGHOUT THE WINTER. IT IS IMPERATIVE THAT THE VENDOR AND SHA WORK TOGETHER TO MEET SHA'S DELIVERY REQUIREMENTS DURING PERIODS OF OF MINIMAL WINTER STORM ACTIVITY IN ORDER TO MINIMIZE THE OCCURRENCE OF SALT SHORTAGE DURING PERIODS OF BACK-TO-BACK STORMS.
ELECTRONIC TRANSACTION FEE:

- A. CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE ELECTRONIC TRANSACTION FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE ELECTRONIC TRANSACTION FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.
- B. THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD, 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED TO: DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV
- C. FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE

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STATE OF MARYLAND

***** STATE OF MARYLAND *****

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TERMS (cont'd):

REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

- D. PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING THAT THEIR UNIT PRICES INCLUDE THE ONE PERCENT (1%) ELECTRONIC TRANSACTION FEE.

EMM CATALOG:

THE CONTRACT AWARDEE IS REQUIRED TO REGISTER AS A VENDOR IN THE EMARYLAND MARKETPLACE ECATALOG DIRECTORY (ONLINE SHOPPING ENVIRONMENT). IT OFFERS A VIRTUAL SHOP FRONT FOR YOUR GOODS AND SERVICES TO BE PURCHASED WITH EASE ACROSS THE STATE THROUGH THE SYSTEM. PLEASE CONTACT EMM HELP DESK AT (410) 767-1492

REGARDING INFORMATION AND INSTRUCTIONS ON JOINING THE EMM ECATALOG. YOU MUST COORDINATE THE UPLOAD OF YOUR PRODUCT CATALOG TO ENSURE MAXIMUM USE OF YOUR PRODUCTS AND SERVICES PER CONTRACT TERMS. PAYMENTS TO THE CONTRACTOR PURSUANT TO THIS CONTRACT SHALL BE MADE NO LATER THAN 30 DAYS AFTER THE STATE'S RECEIPT OF A PROPER INVOICE FROM THE CONTRACTOR. CHARGES FOR LATE PAYMENT OF INVOICES, OTHER THAN AS PRESCRIBED BY TITLE 15, SUBTITLE 1, OF THE STATE FINANCE AND PROCUREMENT ARTICLE, ANNOTATED CODE OF MARYLAND, OR BY THE PUBLIC SERVICE COMMISSION OF MARYLAND WITH RESPECT TO REGULATED PUBLIC UTILITIES, AS APPLICABLE, ARE PROHIBITED. ELECTRONIC FUNDS TRANSFER: THIS PROVISION ON ELECTRONIC FUNDS TRANSFER APPLIES TO CONTRACTS OF OVER \$200,000 FOR WHICH PAYMENTS ARE MADE THROUGH THE STATE COMPTROLLER.

ELECTRONIC FUNDS TRANSFER WILL BE USED BY THE STATE TO PAY CONTRACTOR FOR THIS CONTRACT AND ANY OTHER STATE PAYMENTS DUE CONTRACTOR UNLESS THE STATE COMPTROLLER'S OFFICE GRANTS CONTRACTOR AN EXEMPTION.

INVOICES:

FOLLOWING DELIVERY AND ACCEPTANCE OF ANY MATERIALS, EQUIPMENT, SUPPLIES OR SERVICES (COMPANY NAME) SHALL SUBMIT AN ORIGINAL INVOICE TO THE AGENCY FOR PAYMENT. VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

BPO/PO AS CONTRACT:

THIS PROVISION APPLIES TO ALL PROCUREMENT CONTRACTS PROCURED BY THE DEPARTMENT OF GENERAL SERVICES EXCEPT CONTRACTS FOR THE PROCUREMENT OF ARCHITECTURAL AND ENGINEERING SERVICES FOR A PRICE OF GREATER THAN \$200,000. THE BIDDER'S EXECUTION AND SUBMISSION OF A RESPONSIVE BID CONSTITUTES A PROMISE BY THE BIDDER TO PERFORM THE

*** CONTINUED, NEXT PAGE ***

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STATE OF MARYLAND

***** STATE OF MARYLAND *****

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TERMS (cont'd):

CONTRACT SOLICITED BY THE DEPARTMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS STATED IN THE SOLICITATION. THE BID SHALL BE IRREVOCABLE FOR THE PERIOD STATED IN THE SOLICITATION OR FOR SUCH LONGER PERIOD AS THE BIDDER AND THE DEPARTMENT MAY AGREE. UPON ACCEPTANCE OF A BID, THE PROCUREMENT OFFICER MAY ISSUE A BLANKET PURCHASE ORDER (BPO), IN A FORM TO BE DETERMINED BY THE DEPARTMENT, TO THE BIDDER ACCEPTING THE BID AND BINDING THE BIDDER TO A CONTRACT. THE EXECUTION AND ISSUANCE OF A BPO BY THE PROCUREMENT OFFICER, SUBJECT TO ALL NECESSARY APPROVALS, SHALL CONSTITUTE ACCEPTANCE OF THE BID AND FINAL AWARD OF THE CONTRACT. THE CONTRACT OF THE PARTIES WILL BE EMBODIED IN THE CONTRACT DOCUMENTS, WHICH SHALL CONSIST OF THE EXECUTED BPO OF THE PROCUREMENT OFFICER, INCLUDING ALL DOCUMENTS, TERMS,

AND CONDITIONS INCORPORATED INTO THOSE DOCUMENTS BY THE TERMS OF THE SOLICITATION, THE BPO, THE BID, OR BY OPERATION OF LAW, AND THE ES A EXECUTED BID OF THE BIDDER. IF THE PROCUREMENT OFFICER ISSUES A BPO, AT THE OPTION OF THE PROCUREMENT OFFICER IT WILL NOT BE NECESSARY FOR THE BIDDER TO EXECUTE THE BPO OR ANY OTHER FORM OF CONTRACT OR AGREEMENT. THE PROCUREMENT OFFICER MAY REQUIRE THAT THE PARTIES BOTH EXECUTE A SINGLE DOCUMENT AS THE EMBODIMENT OF THE CONTRACT BETWEEN THE PARTIES.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION # 001IT820882/ MDDGS31039586 INCORPORATED HEREIN BY REFERENCE.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	77545	TN	63.9900

ROAD MAINTENANCE SALT

SODIUM CHLORIDE (ROCK OR SOLAR SALT) OFFERED IN THIS BID SHALL MEET ALL THE REQUIREMENTS OF ASTM DESIGNATION D632 (LATEST REVISION), TYPE 1, GRADE 1. THE SODIUM CHLORIDE (SOLAR OR ROCK SALT) SHALL CONTAIN A MINIMUM OF 20 PARTS PER MILLION OF SODIUM FERRO CYANIDE UNIFORMLY MIXED WITH THE SALT TO PREVENT CAKING. THE MOISTURE CONTENT OF ROCK SALT AND SOLAR SALT SHALL NOT EXCEED THREE PERCENT

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STATE OF MARYLAND

***** STATE OF MARYLAND *****

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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(3.0%) BY WEIGHT. .

WASHINGTON COUNTY

DELIVERY COST = \$15.92

PICK-UP COST = \$63.17

DELIVERED COST = \$79.09

0002	77545	TN	79.8700
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ROAD MAINTENANCE SALT

SODIUM CHLORIDE (ROCK OR SOLAR SALT) OFFERED IN THIS BID SHALL MEET ALL THE REQUIREMENTS OF ASTM DESIGNATION D632 (LATEST REVISION), TYPE 1, GRADE 1. THE SODIUM CHLORIDE (SOLAR OR ROCK SALT) SHALL CONTAIN A MINIMUM OF 20 PARTS PER MILLION OF SODIUM FERRO CYANIDE UNIFORMLY MIXED WITH THE SALT TO PREVENT CAKING. THE MOISTURE CONTENT OF ROCK SALT AND SOLAR SALT SHALL NOT EXCEED THREE PERCENT (3.0%) BY WEIGHT.

ALLEGANY COUNTY

DELIVERY COST = \$31.44

PICK-UP COST = \$63.17

DELIVERED COST = \$94.61

END OF ITEM LIST

***** LAST PAGE *****

AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE

File Attachments for Item:

. Order 27,101 - authorizing the sole source purchase of four new F150 Supercab XL Pickup Trucks for the Water and Sewer Departments from Diehl's Ford, Grantsville, MD, through Ford government discount pricing, in the not-to-exceed amount of \$164,160

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

ORDER NO. 27,101

DATE: October 20, 2022

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

THAT, the Sole Source purchase of four (4) New Ford F-150 Supercab XL Pickup Trucks from Diehl's Ford, 11782 National Pike, Grantsville, MD 21536, who is offering Ford Government pricing, in the not-to-exceed cost of One Hundred Sixty-Four Thousand, One Hundred Sixty Dollars (\$164,160), be and is hereby approved; and

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

Raymond M. Morriss, Mayor

Budget:

Sewer Department 003.320.64000..... \$82,080

Water Department 002.220.64000..... \$82,080

Council Agenda Summary

Meeting Date: October 20, 2022

Key Staff Contact: Brian Broadwater

Item Title:

Order Accepting the Sole Source Purchase of four New Ford F150 Supercab XL Pickup Trucks from Diehl's Ford, 11782 National Pike, Grantsville, MD 21536 for an amount not to exceed \$164,160.

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

Requesting an order to accept the sole source purchase 4 New Ford F150 Supercab XL Pickup Trucks from Diehl's Ford for an amount not to exceed \$164,160. Each truck costs \$41,040. Diehl's is offering us Ford government pricing. This is in accordance with the City Code Section 2-171 (c) - Purchasing Cooperatives, state and local government contracts (Piggybacking Contracts).

Amount of Award:

\$164,160.00

Budget number:

003.320.64000 (Sewer) \$82,080

002.220.64000 (Water) \$82,080

Grant, bond, etc. reference:

N/A



Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Sole Source Request for 4 New F150

3 messages

Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Thu, Oct 6, 2022 at 11:39 AM

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

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

Jeff,

I would like to ask for the sole source request of four new F150s from Diehl's Ford in Grantsville, MD. Diehl's Ford is offering Ford Government Discount pricing, which is in accordance with the City Code Section 2-171(c) - Purchasing Cooperatives, state and local government contracts (Piggybacking Contracts). Each truck is \$41,040. For a total cost of \$164,160. Two trucks are for the Sewer Department and two trucks are for the Water Department. Each department budgeted \$80,000. The cost is a little over budget, but I believe this is the best price we will get and the ETA of vehicles with Diehls in the past has been quick. I have attached the quote below as well as a quote from our COSTARS dealer (Keystone Ford).

Please consider this sole source request.

Thanks,
Brian**David Brian Broadwater Jr***Fleet Manager*

City of Cumberland, MD

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

215 Bowen St. | Cumberland, MD 21502

**Cumberland***Maryland***3361_001.pdf**
232K

Jeff Silka <jeff.silka@cumberlandmd.gov>

Thu, Oct 6, 2022 at 12:06 PM

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

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

Approved.

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

[Quoted text hidden]

Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Thu, Oct 6, 2022 at 12:55 PM

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

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

CITY OF CUMBERLAND MARYLAND

DEPARTMENT OF PUBLIC WORKS

October 7, 2022

Mayor and City Council of
Cumberland, MD
57 N. Liberty St.
Cumberland, MD 21502

Dear Mayor and City Council,

I recommend that we move forward with the sole source purchase of four New Ford F150 Pickup Trucks from Diehl's Ford. Diehl's Ford is offering Ford government discount pricing. This is in accordance with the City Code Section 2-171(c) - Purchasing Cooperatives, state and local government contracts (Piggybacking Contracts).

These trucks were budgeted by the Sewer and Water Departments for a total of \$160,000. Each truck is \$41,040. The total for the trucks is \$164,160. There are enough funds to cover the over budget. These trucks will be used in daily operations for the water technical employees and for the sewer line location employees.

MAYOR

RAYMOND M. MORRISS

COUNCIL

RICHARD J. CIONI, JR.
EUGENE T. FRAZIER
JOSEPH P. GEORGE
LAURIE P. MARCHINI

Please consider this sole source purchase.

Sincerely,



David Broadwater Jr
Fleet Manager

CITY ADMINISTRATOR

JEFFREY F. SILKA

**PW OPERATIONS
MANAGER**

BROOKE CASSELL



MEMBER MARYLAND
MUNICIPAL LEAGUE (MML)

215 BOWEN STREET, CUMBERLAND, MD 21502 www.cumberlandmd.gov
VOICE (301)759-6620 • FAX (301)759-6632 • TDD (800)735-2258



Preview Order 7777 - X1E - 4x4 SuperCab: Order Summary Time of Preview: 10/04/2022 14:06:09

Dealership Name: Diehl's Ford Sales Inc

Sales Code : F44496

Dealer Rep. Benjamin Diehl

Type

Retail

Vehicle Line

F-150

Order Code 7777

Customer Name X XXXXX

Priority Code 19

Model Year 2023

Price Level 325

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F150 4X4 SUPERCAB - 145	\$42995	3.73 RATIO REGULAR AXLE	\$0
145 INCH WHEELBASE	\$0	6480# GVWR PACKAGE	\$0
OXFORD WHITE	\$0	CV LOT MANAGEMENT	\$0
VINYL 40/20/40 FRONT SEAT	\$0	FRONT LICENSE PLATE BRACKET	\$0
MEDIUM DARK SLATE	\$0	50 STATE EMISSIONS	\$0
EQUIPMENT GROUP 101A	\$0	FLEX FUEL VEHICLE	\$0
.XL SERIES	\$0	FUEL CHARGE	\$0
.17" SILVER STEEL WHEELS	\$0	PRICED DORA	\$0
3.3L V6 PFDI	\$0	ADVERTISING ASSESSMENT	\$0
ELEC TEN-SPEED AUTO W/TOW MODE	\$0	DESTINATION & DELIVERY	\$1795
.265/70R 17 BSW ALL-TERRAIN	\$0		

TOTAL BASE AND OPTIONS

XL DISCOUNT

TOTAL

MSRP

\$44790

\$-750

\$44040

Government Discount - 3000

\$41,040

Customer Name:

Customer Email:

Customer Address:

Customer Phone:

Customer Signature

Date

This order has not been submitted to the order bank.

This is not an invoice.

File Attachments for Item:

. Order 27,102 - Authorizing the acceptance of the bid from Atlantic Tactical for the purchase of fifty-five (55) new Sig Sauer firearms at a total cost not to exceed \$39,972.20 through the State Bid process

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

ORDER NO. 27,102

DATE: October 20, 2022

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

THAT, the Sole Source purchase of five (5) New Sig Sauer Firearms from Atlantic Tactical, 772 Corporate Circle, New Cumberland, PA 17070, through State Bid pricing, in the not-to-exceed cost of Thirty Nine Thousand Nine Hundred Seventy Two Dollars and Twenty Cents (\$39,972.20), be and is hereby approved; and

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

Raymond M. Morriss, Mayor

Budget:

Police Department..... \$39,972.20



ATLANTIC TACTICAL™

OUTFITTING AMERICA'S HEROES

772 Corporate Circle, New Cumberland, PA 17070
Phone: 717-774-3339 • 800-781-2677 • FAX: 717-774-4463

REMIT TO: 3319 Anvil Place, Raleigh, NC 27603

SALES QUOTE

SQ-80748616

8/2/2022



Customer		Contact		Ship To			
CUMBERLAND PD Lt. Rocky Reed ACCOUNTS PAYABLE 20 BEDFORD ST CUMBERLAND MD 21502 Tel: (301)-759-6478, (301)-759-6475 Fax: (301)-759-6515				CUMBERLAND PD CHUCK TERNENT 20 BEDFORD ST CUMBERLAND MD 21502 Tel: (301)-759-6475, (301)-759-6475 Fax: (301)-759-6544			
Account	Terms	Due Date	Account Rep	Schedule Date			
CUM1001	NET120 Days	11/30/2022	Dalton DeCrispino	8/2/2022			
Quotation	PO #	Reference	Ship VIA	Page	Printed		
SQ-80748616	DJ Jenkins	#615364	FDX G Ground	1	9/2/2022 1:23:53 PM		
L Item	Description	Qty	Price	UM	Discount	Amount	
1	*FET & LOI REQUIRED FOR ORDERING						
2	SIGW320CA9B-003 Sig Sauer W320CA-9-BXR3-PRO-RXP P320 9MM 3.9 PRO BLK STRIKER X-RAY 3 SUPP SIGHTS MOD POLY X GRIP 3 17RD STEEL MAG ROMEOLPRO RAIL	55	\$764.8	EA		\$42,064.00	
3	ENGRAVE-SIG Sig Sauer Engraving BADGE ON SLIDE	55	\$60.00	EA		\$3,300.00	
4							
5	QUOTE-MDFIREARM PRICING PER MD STATEWIDE FIREARMS CONTRACT 001B0600482	1	\$0.00	EA		\$0.00	
6	SDG1329434 Safariland 7360RDS-7502-411 Model 7360RDS 7TS ALS-SLS Mid Ride Duty Holste STX Plain Right Hand Sig Sauer P250 Compact and Carry 9mm and - UPC 781602209694	55	\$122.45	EA		\$6,734.75	
7	SURX300UABK Surefire X300U-A X300 Ultra Weapon Light 6V Universal-Picatinny Lever Latch Rail Mount 1000 Lumens Black Z-Xbc Push-Toggle Switch	55	\$312.55	EA		\$17,190.25	
8							
9							
10							
11	TRADE-IN Trade- In Sig Sauer P229, .40, 15 YO, Night Sights, DAK, GEN1, (3) Magazines, Very Good Condition	46	(\$312.8	EA		(\$14,388.8	
12							
13	TRADE-IN Trade- In CASE of Federal Tactical, P40HST1, JHP, .40, 180gr, 1000 Rounds / Case	6	(\$320.8	EA		(\$1,924.80	
14							
15	TRADE-IN Trade- In CASE of Federal American	54	(\$240.8	EA		(\$13,003.2	
Thank you for giving us the opportunity to quote on your request. Please reference the above quote number when placing your order. If you have any questions or additional quotes needed, please contact the Sales Representative shown on this form or email quotes@atlantictactical.com. We appreciate your business!						Page	1
						Sub Total	\$39,972.20
						Running Sub Total	\$39,972.20



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Customer		Contact	Ship To			
CUMBERLAND PD Lt. Rocky Reed ACCOUNTS PAYABLE 20 BEDFORD ST CUMBERLAND MD 21502 Tel: (301)-759-6478, (301)-759-6475 Fax: (301)-759-6515			CUMBERLAND PD CHUCK TERNENT 20 BEDFORD ST CUMBERLAND MD 21502 Tel: (301)-759-6475, (301)-759-6475 Fax: (301)-759-6544			
Account	Terms	Due Date	Account Rep	Schedule Date		
CUM1001	NET120 Days	11/30/2022	Dalton DeCrispino	8/2/2022		
Quotation	PO #	Reference	Ship VIA	Page	Printed	
SQ-80748616	DJ Jenkins	#615364	FDX G Ground	2	9/2/2022 1:23:53 PM	
L Item	Description	Qty	Price	UM	Discount	Amount
16	Eagle, AE40R1, FMJ .40, 180gr, 1000 Rounds / Case					
17	TRADE-IN	25	(\$240.8	EA		(\$6,020.00
18						
19	TRADEVALID	1	\$0.00	EA		\$0.00
Trade in quotes valid for 120 days. 11/30/2022						
Trade value is based on conveyed condition and is therefore subject to change upon final inspection of the weapons and/or accessories.						
Engraving, paint or other damage to the finish may negatively affect the trade value.						
\$15 deduction will be taken for each missing magazine.						
Thank you for giving us the opportunity to quote on your request. Please reference the above quote number when placing your order. If you have any questions or additional quotes needed, please contact the Sales Representative shown on this form or email quotes@atlantictactical.com. We appreciate your business!			Tax Details EXEMPT \$0.000		Taxable XXXXXXXXXXXX	
			Payment Details 01/01/00 No Payment History		Total Tax \$0.00	
					Exempt \$33,952.20	
					Total \$33,952.20	
					Balance \$33,952.20	

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B0600482

PRINT DATE: 06/24/20

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

ATLANTIC TACTICAL
763 CORPORATE CIR

NEW CUMBERLAND, PA
(800) 781-2677

17070

REFER QUESTIONS TO:

ALLEGRA DAYE
(410) 767-4032
ALLEGRA.DAYE1@MARYLAND.GOV

ITB: 001IT821092

EXPR DATE: 06/20/23
POST DATE: 06/22/20

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

MARYLAND STATEWIDE
POLICE FIREARMS CONTRACT

VENDOR CONTACT: EMMA YEAGER

VENDOR PHONE: 301.741.1252

VENDOR FAX: 717.774.4463

VENDOR E-MAIL: EMMA.YEAGER@ATLANTICTACTICAL.COM

BASE TERM: THREE (3) YEAR CONTRACT WITH TWO (2) ONE (1) YEAR RENEWAL
OPTIONS.

BASE YEARS: JUNE 19, 2020 - JUNE 20, 2023
OPTION YEAR ONE: JUNE 20, 2023 - JUNE 19, 2024
OPTION YEAR TWO: JUNE 20, 2024 - JUNE 19, 2025

DELIVERY:

ALL DELIVERIES AND PICK-UPS SHALL BE COORDINATED WITH THE APPROPRIATE
AGENCY AND DISCUSSED WITH THE APPROPRIATE QUARTERMASTER OR

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

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TERMS (cont'd):

QUARTERMASTER SUPERVISOR. AGENCY WILL NOT ACCEPT DELIVERIES NOT NOT APPROVED BY THE APPROPRIATE SUPERVISOR. SYSTEMS SHALL BE DELIVERED F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED, WITHIN SIX (6) WEEKS OF RECEIPT OF AN AUTHORIZED PURCHASE ORDER.

ALL WEAPON MUST BE DELIVERED TO THE REQUESTING AGENCY WITHIN 90 DAYS EXPECT CLASS 1 WEAPON WHICH MUST BE DELIVERED WITHIN 180 DAYS.

NO ADDITIONAL CHARGES WILL BE ALLOWED FOR ANY TRANSPORTATION COSTS RESULTING FROM PARTIAL SHIPMENTS MADE AT CONTRACTOR'S CONVENIENCE WHEN A SINGLE SHIPMENT IS ORDERED. DELIVERY INSTRUCTIONS SHALL BE SPECIFIED BY THE ORDERING ENTITY AT THE TIME OF EACH PURCHASE.

WARRANTY:

CONTRACTOR SHALL PROVIDE THE MANUFACTURERS STANDARD WARRANTY FOR ALL COMPONENTS AND EQUIPMENT AGAINST DEFECTS FOLLOWING ACCEPTANCE BY BY THE USING AGENCY. WITHIN THE WARRANTY PERIOD, THE CONTRATOR SHALL GUARANTEE TO REPAIR AND/OR REPLACE ALL EQUIPMENT AS A RESULT OF DEFECTIVE MATERIAL AND COVER ONE HUNDRED PERCENT (100%) PARTS, LABOR AND SHIPPING. THE USING AGENCY SHALL NOT BE REQUIRED TO DEAL WITH WARRANTY ISSUES WITH ANYONE OTHER THAN THE AUTHORIZED DEALER OR MANUFACTURER.

THE AUTHORIZED MANUFACTURER OR DEALER MUST PROVIDE A TOLL-FREE NUMBER FOR TECHNICAL SUPPORT AND WARRANTY CLAIM. IN ORDER TO MINIMIZE DOWNTIME AS A RESULT OF FAULTY COMPONENTS AND EQUIPMENT, ALL ITEMS SHIPPED TO THE MANUFACTURER UNDER WARRANTY CLAIM MUST BE REPAIRED OR REPLACED AND SHIPPED BACK TO THE USING AGENCY WITHIN 3 BUSINESS DAYS FOLLOWING RECEIPT OF THE FAULTY EQUIPMENT BY THE MANUFACTURER.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

PROCESSING FEE

1.

CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

2. THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

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TERMS (cont'd):

1309, BALTIMORE, MD., 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO THE PROCUREMENT OFFICER.

3. FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS:
THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.
PURSUANT TO THE STATE FINANCE AND PROCUREMENT ARTICLE, SECTION 13-110 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT FOR ENTITIES DESCRIBED IN (6) (A) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
 - (I) RECEIVES STATE MONEY; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C) (3) OF THE INTERNAL REVENUE CODE;
- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
 - (I) EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C) (3) OF THE INTERNAL REVENUE CODE; OR
- (6) A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.
 - (A) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.
 - (B) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.
- (7) ANOTHER STATE OR AN AGENCY OR OTHER INSTRUMENTALITY OF ANOTHER STATE.

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B0600482

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PAGE: 04

TERMS (cont'd):

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY; (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER.

CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$50,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION # 001IT821092 / BPM017241 INCORPORATED HEREIN BY REFERENCE.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	68052	EA	

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

GLOCK SIGHTS- AMERI-GLOW OPTION ADD ON FOR GEN 5 GLOCK
19% DISCOUNT OFF MSRP

0002	68004	CS	
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AMMUNITION

ANY MODEL LAW ENFORCEMENT MAGAZINES FOR ANY GLOCK PISTOL GEN 4 OR GEN 5.
23% DISCOUNT OFF MSRP

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B0600482

PRINT DATE: 06/24/20

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0004	68052	EA		
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL SMITH AND WESSON PISTOL WITH THREE HIGH CAPACITY LAW
ENFORCEMENT MAGAZINES.
38% DISCOUNT OFF MSRP

0005	68052	EA		
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL SMITH AND WESSON PISTOL WITH THREE HIGH CAPACITY LAW
ENFORCEMENT MAGAZINES AND SMITH WESSON NIGHT SIGHTS
38% DISCOUNT OFF MSRP

0006	68052	EA		
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL LAW ENFORCEMENT MAGAZINES FOR SMITH AND WESSON PISTOLS.
31% DISCOUNT OFF MSRP

0007	68052	EA		
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL SAFARILAND HOLSTERS
38% DISCOUNT OFF MSRP

0008	68052	EA		
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

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STATE OF MARYLAND

***** STATE OF MARYLAND *****

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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ANY MODEL BLACKHAWK HOLSTER
42% DISCOUNT OFF MSRP

0009	68052	EA	
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL STREAMLIGHT WEAPON MOUNTED ILLUMINATION DEVICE
42% DISCOUNT OFF MSRP

0010	68052	EA	
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL SUREFIRE WEAPON MOUNTED ILLUMINATION DEVICE
31% DISCOUNT OFF MSRP

0011	68052	EA	
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL EOTECH WEAPON MOUNTED SIGHT
25% DISCOUNT OFF MSRP

0012	68052	EA	
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL AIMPOINT WEAPON MOUNTED SIGHT
12% DISCOUNT OFF MSRP

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STATE OF MARYLAND

***** STATE OF MARYLAND *****

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0013	68052	EA		
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL LWRC RIFLE WITH ONE HIGH CAPACITY LAW ENFORCEMENT MAGAZINES
4% DISCOUNT OFF MSRP

0014	68052	EA		
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL COLT RIFLE WITH ONE HIGH CAPACITY LAW ENFORCEMENT MAGAZINES
4% DISCOUNT OFF MSRP

0015	68052	EA		
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL REMINGTON RIFLE WITH ONE HIGH CAPACITY LAW ENFORCEMENT
MAGAZINES
28% DISCOUNT OFF MSRP

0016	68052	EA		
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

HIGH CAPACITY LAW ENFORCEMENT MAGAZINES FOR ANY MODEL LWRC RIFLE
1% DISCOUNT OFF MSRP

0017	68052	EA		
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

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STATE OF MARYLAND

***** STATE OF MARYLAND *****

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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HIGH CAPACITY LAW ENFORCEMENT MAGAZINES FOR ANY MODEL COLT RIFLE
3% DISCOUNT OFF MSRP

0018	68052	EA
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

OTHER ACCESSORIES, PARTS AND REPAIR FOR FIREARMS
5% DISCOUNT OFF MSRP

0019	68052	EA
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY REMINGTON SHOTGUN WITH RIFLED SIGHTS
28% DISCOUNT OFF MSRP

0020	68052	EA
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

REMINGTON SHOTGUN ACCESSORIES
18% DISCOUNT OFF MSRP

0021	68052	EA
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL STREEAMLIGHT WEAPON MOUNTED ILLUMINATION DEVICE
48% DISCOUNT OFF MSRP

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STATE OF MARYLAND

***** STATE OF MARYLAND *****

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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0022	68052	EA	
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL VORTEX OPTICS WEAPON MOUNTED SIGHT NO SUBSTITUTIONS
27% DISCOUNT OFF MSRP

0023	68052	EA	
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL SIG SAUER WEAPON MOUNTED SIGHT NO SUBSTITUTIONS
29% DISCOUNT OFF MSRP

0024	68052	EA	
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ROYAL REMINGTON 870 EXPRESS BREACHING SHOTGUN
29% DISCOUNT OFF MSRP

0025	68052	EA	
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

RIFLE CONVERSION BOLT: ULTIMATE TRAINING MISSION M16/M4 RIFLE BOLT
CARRIE ASSEMBLY; FORCE ON FORCE M4/M16.56MM
1% DISCOUNT OFF MSRP

0026	68052	EA	
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

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STATE OF MARYLAND

***** STATE OF MARYLAND *****

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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RIFLE CONVERSION BOLT: FORCE ON FORCE M4/M16.56MM
1% DISCOUNT OFF MSRP

0027	68052	EA
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

PISTOL CONVERSION KIT : UTM 5 GLOCK® 17/22 MMR KITS
1% DISCOUNT OFF MSRP

0028	68052	EA
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

REMINGTON RIFLE ACCESSORIES
5% DISCOUNT OFF MSRP

0029	68052	EA
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL STEINER WEAPON MOUNTED SIGHT NO SUBSTITUTIONS
7% DISCOUNT OFF MSRP

0030	68052	EA
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

GLOCK PISTOL- ANY MODEL GEN 4 OR GEN 5 GLOCK PISTOL WITH THREE HIGH
CAPACITY LAW ENFORCEMENT MAGAZINES
0% DISCOUNT OFF OF MSRP LIST PRICE

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0031	68052	EA		
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

GLOCK PISTOL WITH NIGHT SIGHT - ANY MODEL GEN 4 OR GEN 5 GLOCK PISTOL
WITH THREE HIGH CAPACITY LAW ENFORCEMENT MAGAZINES
0% DISCOUNT OFF OF MSRP LIST PRICE

0032	68052	EA		
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

SIG SAUER- ANY MODEL SIG SAUER PISTOL WITH THREE HIGH CAPACITY LAW
ENFORCEMENT MAGAZINES
0% DISCOUNT OFF OF MSRP LIST PRICE

0033	68052	EA		
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

SIG SAUER PISTOLS WITH NIGHT SIGHT - ANY MODEL WITH THREE HIGH
CAPACITY LAW ENFORCEMENT MAGAZINES
0% DISCOUNT OFF OF MSRP LIST PRICE

0034	68052	EA		
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

SIG SAUER RIFLES - ANY MODEL RIFLES WITH ONE MAGAZINE
0% DISCOUNT OFF OF MSRP LIST PRICE

END OF ITEM LIST

***** LAST PAGE *****

AUTHORIZED BY: Calvin E. Gladden II
BUYER AUTHORIZED DESIGNEE

DATE: 06/24/2020

File Attachments for Item:

. Order 27,103 - authorizing the Chief of Police to accept the FY23 State Aid for Police Protection Fund Grant in the amount of \$715,343 to be used exclusively to provide adequate police protection in the qualifying municipality of Cumberland, Maryland.

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

ORDER NO. 27,103

DATE: October 20, 2022

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

THAT the Chief of Police be and is hereby authorized to accept a FY23 State Aid for Police Protection Fund Grant in the amount of Seven Hundred Fifteen Thousand, Three Hundred Forty-Three Dollars (\$715,343) which will be utilized to provide adequate police protection in the qualifying municipality of Cumberland, Maryland.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: October 20, 2022

Key Staff Contact: Chief Chuck Ternent

Item Title: FY23 State Aid for Police Protection

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

Authorize Chief Chuck Ternent to accept the FY23 State Aid for Police Protection Fund grant in the amount of \$715,343.00 to be used exclusively to provide adequate police protection in the qualifying municipality of Cumberland, Maryland.

Amount of Award: \$715,343.00

Budget number:

Grant, bond, etc. reference: Grant



GOVERNOR'S COORDINATING OFFICES

Community Initiatives • Service & Volunteerism • Performance Improvement
Crime Prevention, Youth, & Victim Services • Small, Minority, & Women Business Affairs
Banneker-Douglass Museum • Volunteer Maryland • Deaf & Hard of Hearing

October 07, 2022

Chief Chuck Ternent
Chief of Police
Cumberland Police Department
20 Bedford Street
Cumberland, MD 21502

SAPP-2023-0110

Dear Chief Ternent:

Please be advised that, pursuant to the FY 2023 State budget, the Cumberland Police Department will receive \$715,343.00 from the FY 2023 State Aid for Police Protection Fund. The State Aid for Police Protection Fund is an annual formula grant to be used exclusively to provide adequate police protection in the subdivisions and qualifying municipalities of Maryland.

Your estimated allocation for FY 2023 is derived from the information provided on Forms No. 2 and 3. The actual amount of aid will be recalculated based on the actual FY 2022 expenditures for police protection that you will provide on Form No. 1 and the applicable CAFR Reconciliation Form which will be due on January 25, 2023. Payments will be made on the last day of each quarter.

To participate in the FY 2024 State Aid for Police Protection Fund program, an online grant application submission is required. Additionally, the original signed hard copies of Form No. 2 (Estimated Expenditures for FY 2024) and Form No. 3 (Municipal Sworn Officer Allocation as of June 30, 2022) must be uploaded into the online system under the documents tab of the application. Instructions will be provided as we get closer to the due date. It is important that we receive all forms in a timely manner so that the formula may be calculated correctly.

The State Aid for Police Protection Fund Notice of Funding Availability, the required forms, and instructions for FY 2024 will be tentatively available on our website in October of 2022, and will be available to download through our website at <http://goccp.maryland.gov/grants/programs/sapp/>. You will be notified one month prior to the submission due dates by email. If the applicant or implementing agency authorized official has changed, please do not delay submitting a request to make the necessary changes now by using the instructions provided online at <http://goccp.maryland.gov/grants/changing-authorized-official/>.



GOVERNOR'S COORDINATING OFFICES

Community Initiatives • Service & Volunteerism • Performance Improvement
Crime Prevention, Youth, & Victim Services • Small, Minority, & Women Business Affairs
Banneker-Douglass Museum • Volunteer Maryland • Deaf & Hard of Hearing

I hope our office becomes a more valuable resource for your organization as we strive to deliver our services in a customer-friendly fashion. If you need any assistance, please contact Paula Fitzpatrick, SAPP Program Manager, by email at paula.fitzpatrick1@maryland.gov or phone at (410) 697-9247.

Sincerely,

Kunle Adeyemo, Esq.
Executive Director

Cc: Chief Chuck Terner
Mr. Mark Gandolfi

File Attachments for Item:

. Order 27,104 - authorizing a Cost Share Agreement with MD-SHA regarding the Replacement of Bridge A-C-09 Cumberland Street Over CSX Railway (8-18-BR) with the City's portion estimated not to exceed \$209,845.61, which represents 20% of the total estimated cost of \$1,049,845.05

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

ORDER NO. 27,104

DATE: October 20, 2022

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

THAT, the City Administrator be and is hereby authorized to execute a Cost Share Agreement with the Maryland Department of Transportation State Highway Administration (MDOT-SHA), to provide Engineering Services related to City Project 8-18-BR, "Replacement of Bridge A-C-09 Cumberland Street over CSXT Railway" with the City's portion estimated not to exceed Two Hundred Nine Thousand Eight Hundred Forty Five Dollars and Sixty-One Cents (\$209,845.61), which is 20% of the total estimated cost of One Million Forty Nine Thousand Two Hundred Twenty Eight Dollars and Five Cents (\$1,049,845.05).

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: 10/20/2022

Key Staff Contact: Robert Smith, PE

Item Title:

Cost Share Agreement with MDOT SHA for Engineering Services for the Replacement of Bridge No. A-C-09 on Cumberland Street Over CSXT Railway

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

The City would like to enter into a cost share agreement with MDOT SHA to provide Engineering Services related to the City Project 8-18-BR, Replacement of Bridge A-C-09 Cumberland Street Over CSXT Railway. The City's cost share portion estimated at \$209,845.61, which is 20% of the total estimated cost of \$1,049,228.05.

Amount of Award: \$209,845.61

Budget number: 115.099B.63000

Grant, bond, etc. reference: Federal Bridge Program, City Funds

MDOT MARYLAND DEPARTMENT OF TRANSPORTATIONTM
STATE HIGHWAY ADMINISTRATION

COST SHARING AGREEMENT

Purpose: Documentation of Costs for Services Provided on Behalf of Counties, Municipalities and Others.

Description of work: For MDOT SHA to provide engineering services for the Replacement of Bridge No.

A-C-09 on Cumberland Street over CSXT Railway in Cumberland, Allegany County

1. I, Robert Smith, P.E., City Engineer, 10/13/22
Name Title Date
Being authorized to act on behalf of Mayor & City Council of Cumberland
Name of County, Municipality or Other Party
Billing address: 57 N. Liberty Street
Cumberland, MD 21502

Do assure that:

2. The requesting organization does not have adequate forces to perform this service and requests the State Highway Administration to: (check one)
a. ☐ Manage the entire project.
b. ☒ Provide services as described above or in the supplemental Attachment A.
3. A written agreement exists between the Maryland Department of Transportation State Highway Administration and the requesting organization, which agreement clearly indicates responsibility for project costs. (If no agreement exists, proceed to 4 and 4a. or 4b.)
Date of Agreement: _____
or
Date of Master Agreement: January 3, 1978
and
Date of Supplemental Letter: October 15, 2018
4. The total estimated costs of this project; \$ 1,049,228.05, which includes the payroll fringe benefit expenses on direct labor and the Administrative and General Overhead Expenses at the prevailing rates, will be invoiced at (check one)
a. ☒ 20 % of the total actual cost of this project—not to exceed the estimated total cost by more than 15% without prior notification and agreement.
or
b. ☐ not to exceed \$ _____

COST SHARING AGREEMENT

Page 2

5. Estimated funds are available and will be paid by the requesting organization, other than Counties, Municipalities and other State Agencies:
 - By advance deposit for the total estimated costs. Refunds to the advance deposit will be issued at the completion of the project.
6. Estimated funds are available and will be paid by the Counties, Municipalities and other State Agencies (check one):
 - a. ☐ By payment of all costs expended to date within 30 days of receipt of SHA's progress billings.
 - b. ☒ By payment of all costs in excess of federal recovery either as an advance deposit or 30 days of receipt of MDOT SHA's progress billings
7. Requesting organizations (including other State Agencies) other than Counties and Municipalities will be billed monthly.
8. Counties and Municipalities will be billed as follows:
 - A project/local share which does not exceed \$60,000 will be billed quarterly
 - A project/local share which exceeds \$60,000 will be billed monthly.
9. Should the County or Municipality default in remitting payment to the State for their portion of the work, their Highway User Revenue Funds will be reduced accordingly.
10. Costs incurred in excess of the advance deposit, if applicable, will be billed monthly.

Authorized Representative of Date
Requesting Organization

District Engineer or Senior Manager Date

PRELIMINARY ENGINEERING

MDOT SHA STAFF REVIEW COSTS:	\$15,000.00
PAYROLL BURDEN FOR FRINGE BENEFITS FOR SHA STAFF (74.02%):	\$11,103.00
CONSULTANT DESIGN COSTS:	\$1,023,125.05
ADMINISTRATIVE AND GENERAL OVERHEAD COSTS (7.87%):	\$0.00
(0% for Local Government BR/BH Projects)	<hr/>
TOTAL PROJECT COST:	\$1,049,228.05
20% Local Government Share:	\$209,845.61
80% FEDERAL BR/BH AID SHARE:	\$839,382.44

NOTES: * THIS FACTOR NOT APPLIED TO LOCAL GOVERNMENT BR/BH PROJECTS

PE PAYROLL BURDEN:	74.02%
PE OVERHEAD*:	7.87%

File Attachments for Item:

. Order 27,105 - authorizing the City Administrator to accept a proposal from Tradition Energy for a 24-month contract for electric rates for City Assets in Maryland

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

ORDER NO. 27,105

DATE: October 20, 2022

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

THAT, the proposal of XXXX to supply a 24-month fixed price electricity supply for the City's electric accounts in Maryland (Potomac Edison/First Energy accounts) for the term of November 1, 2022 – October 31, 2024 at a rate of \$XXXX per kWh be and is hereby accepted pending final review of pricing and contract documents; and

BE IT FURTHER ORDERED, that the bid of XXXX to supply a 24-month fixed price electricity supply for the City's electric accounts in Pennsylvania (West Penn accounts) for term of November 1, 2022 – October 31, 2024 at a rate of \$XXXX per kWh be and is hereby accepted pending final review of pricing and contract documents; and

BE IT FURTHER ORDERED, that the Mayor and/or City Administrator be and are hereby authorized to execute all documentation necessary to finalize an agreement with XXXX for this procurement of electricity.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: 10/20/2022

Key Staff Contact: Robert Smith, PE

Item Title:

Electric Rates Contract for City Assets in Maryland and Pennsylvania

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

An order to permit the City Administrator to accept a proposal from Tradition Energy for a 24-month contract for electric rates for City Assets in Maryland. Tradition Energy is a utility broker that solicits supply rates from utility providers on behalf of their clients. The agreement would be between the City and the actual utility supplier. The City would continue to pay their electric bills to our existing electric distribution entity. The utility broker provides a rate which is only valid for 24 hours which is unknown at this time but will be available on Thursday afternoon. The rate will be reported in the public meeting and the paperwork needs executed directly after the meeting in order to lock in the price.

The City will be accepting the 24-month contract as part of a coalition with Allegany County, City of Frostburg and the LaVale Sanitary District. All parties will be accepting the same rate and contract term.

Amount of Award:

Budget number:

Grant, bond, etc. reference: City Funds

File Attachments for Item:

. Order 27,106 - awarding the Constitution Park Guard Station project to Harbel, Inc. in the amount not to exceed \$32,050

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

ORDER NO. 27,106

DATE: October 20, 2022

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

THAT, the bid of Harbel, Inc., 11521 Milnor Avenue, Cumberland, MD 21502, to complete the rehabilitation and preservation of the guard station in Constitution Park (2022-19-RECR) be and is hereby accepted in the amount not to exceed Thirty Two Thousand Fifty Dollars (\$32,050), and

BE IT FURTHER ORDERED, that all other bids be and are hereby rejected.

Raymond M. Morriss, Mayor

Budget No. 111.410.2022.63000

Council Agenda Summary

Meeting Date: 10/20/2022

Key Staff Contact: Matt Idleman, PE

Item Title:

Award Constitution Park Guard Station, City Project 2022-19-RECR

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

Award Constitution Park Guard Station to low responsive bidder, Harbel Inc., in the lump sum cost of \$32,050.00.

Project involves the rehabilitation and preservation of the guard station in Constitution Park including replacing the front door entry, window screens, and electrical upgrades. Federal Davis Bacon wage rates and other federal labor regulations required (HUD 4010).

This project was advertised for bid on 8/22/22. Bids closed on 9/7/22, with only one qualified bid being received. The low bidder was Harbel, Inc., with an acceptable bid of \$67,050.00. However, due to funding source, the project was scaled back in scope to become a \$32,050.00 project.

The project is utilizes CDBG funds.

Amount of Award: \$32,050.00

Budget number: 111.410.2022.63000

Grant, bond, etc. reference: CDBG Funds

CITY OF
CUMBERLAND
 MARYLAND

PROJECT INFORMATION	
Project Title:	Constitution Park Guard Station
City Project:	2022-19-RECR
Contract Length:	60 Calendar Days
BID OPENING	
Date & Time:	September 7, 2022 2:30 PM EDT
Location:	Council Chambers, City Hall Cumberland, MD 21502


CERTIFIED BID TABULATION			
BIDDER	BIDDER	BIDDER	BIDDER
Harbel, Inc.	---	---	---
11521 Milnor Ave. Cumberland, MD 21502			

BID INFORMATION

BID ITEMS	DESCRIPTION OF BID	UNITS	QTY.	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Remove and Replace Porch	LS	1	\$ 5,000.00	\$ 5,000.00						
2	Install Metal Roofing	LS	1	\$ 6,500.00	\$ 6,500.00						
3	Remove Existing Chimney	LS	1	\$ 1,500.00	\$ 1,500.00						
4	Remove and Replace Porch Decking and Railing	LS	1	\$ 6,000.00	\$ 6,000.00						
5	Replace Siding and Insulation	LS	1	\$ 13,000.00	\$ 13,000.00						
6	Remove and Replace Front Door Entry	LS	1	\$ 3,000.00	\$ 3,000.00						
7	Remove and Replace Exterior Window Screens	LS	1	\$ 1,800.00	\$ 1,800.00						
8	Electrical Upgrades	LS	1	\$ 12,750.00	\$ 12,750.00						
9	Install Split HVAC System	LS	1	\$ 9,500.00	\$ 9,500.00						
10	Paint Building Interior	LS	1	\$ 2,500.00	\$ 2,500.00						
11	Paint Building Exterior	LS	1	\$ 3,000.00	\$ 3,000.00						
12	Install Seamless Gutters and Downspouts	LS	1	\$ 2,500.00	\$ 2,500.00						

Harbel, Inc.		---		---		---	
Bid	✓	Bid		Bid		Bid	
AoQtB	✓	AoQtB		AoQtB		AoQtB	
LPC	County	LPC		LPC		LPC	
ARVF	✓	ARVF		ARVF		ARVF	
TOTAL BID		\$ 67,050.00	\$ -	\$ -	\$ -	\$ -	\$ -

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


Matt Idelman, PE
Deputy Director of Engineering

BID FORM

ITEM NO.	ITEM	UNITS	QTY	UNIT PRICE	TOTAL COST
1	Remove and Replace Porch Roof	LS	1	3,000.00	3,000.00
2	Install Metal Roofing	LS	1	3,500.00	3,500.00
3	Remove Existing Chimney	LS	1	1,500.00	1,500.00
4	Remove and Replace Porch Decking and Railing	LS	1	3,000.00	3,000.00
5	Replace Siding and Insulation	LS	1	13,000.00	13,000.00
6	Remove and Replace Front Door Entry	LS	1	3,000.00	3,000.00
7	Remove and Replace Exterior Window Screens	LS	1	1,800.00	1,800.00
8	Electrical Upgrades	LS	1	12,750.00	12,750.00
9	Install Split HVAC System	LS	1	3,500.00	3,500.00
10	Paint Building Interior	LS	1	2,500.00	2,500.00
11	Paint Building Exterior	LS	1	3,000.00	3,000.00
12	Install Seamless Gutters and Downspouts	LS	1	2,500.00	2,500.00
TOTAL - ALL ITEMS					\$67,950.00

\$32,050

WRITTEN TOTAL: ~~Sixty Seven Thousand, Fifty Dollars and Zero Cents~~

Thirty-Two Thousand and Fifty Dollars

File Attachments for Item:

. Order 27,107 - authorizing a Cost Share Agreement with MD-SHA regarding the Replacement of Bridge A-C-069 Baltimore Street Over Wills Creek (9-18-BR) with the City's portion estimated not to exceed \$22,364, which represents 20% of the total estimated cost of \$101,820

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

ORDER NO. 27,107

DATE: October 20, 2022

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

THAT, the City Administrator be and is hereby authorized to execute a Cost Share Agreement with the Maryland Department of Transportation State Highway Administration (MDOT-SHA), to provide Materials Testing and Inspection related to City Project 9-18-BR, “Rehabilitation of Bridge A-C-06 Baltimore Street Over Wills Creek” with the City’s portion estimated not to exceed Twenty Thousand Three Hundred Sixty Four Dollars (\$22,364.00), which is 20% of the total estimated cost of One Hundred One Thousand Eight Hundred Twenty Dollars (\$101,820.00).

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: 10/20/2022

Key Staff Contact: Robert Smith, PE

Item Title:

Cost Share Agreement with MDOT SHA for Materials Testing and Inspection for the Rehabilitation of Bridge No. A-C-06 on Baltimore Street over Wills Creek

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

The City would like to enter into a cost share agreement with MDOT SHA for the Materials Testing and Inspection related to the City Project 9-18-BR, Rehabilitation of Bridge A-C-06 Baltimore Street Over Wills Creek. The City's cost share portion estimated at \$20,364.00, which is 20% of the total estimated cost of \$101,820.00.

Amount of Award: \$20,364.00

Budget number: 115.099Y.63000

Grant, bond, etc. reference: City Funds

September 1, 2022

Mr. Robert Smith
Director of Engineering and Utilities
City of Cumberland Maryland
Department of Engineering
57 N. Liberty Street
Cumberland, MD 21502

Re: Materials Testing and Inspection for the Rehabilitation of Bridge No. A-C-06 Baltimore Street over Wills Creek City Project No. - 9-18-BR State Contract No. – AL499ZM2 F.A. Project No. -STBG-210-1(23)E.

Thank you for your recent letter in which you request our services for the testing and inspection of materials. It is my pleasure to respond.

Before commencement of work and as a prerequisite, it is requested that you review the enclosed information given in SHA form 30.030.L and complete the contract identified as form 30.0-032L. It is essential that you return the properly executed original “Cost Sharing Agreement” (form 30.0-032L) to OMT. As soon as this document is received, I will authorize our OMT Staff to proceed with the work.

Thank you again for your letter. If you have any questions please do not hesitate to contact Mr. Cesar Aromin, Transportation Engineering Technician for the Materials Management Division, at 443-572-5297, and toll-free at 866-926-8501 or via email at caromin@mdot.maryland.gov.

Sincerely,



Sejal Barot, Director
Office of Materials Technology

cc: Mr. Christopher Duffy, Division Chief, Materials Management Division, Office of Materials Technology, SHA
Mr. Evroc Goocharan, Assistant Division Chief, Materials Management Division, Office of Materials Technology, SHA
Ms. Kris Wells, Area Materials Engineer, Materials Management Division, Office of Materials Technology, SHA
Mr. Cesar Aromin, Transportation Engineering Technician, Materials Management Division, Office of Materials Technology, SHA

**MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION
COST SHARING AGREEMENT**

**Purpose: Documentation of Costs for Services Provided on Behalf of
Counties, Municipalities and Others.**

Description of work: Materials Testing and Inspection for the Rehabilitation of Bridge No. A-C-06 Baltimore Street over Wills Creek City Project No. - 9-18-BR State Contract No. – AL499ZM2 F.A. Project No. -STBG-210-1(23)E. City of Cumberland Maryland Department of Engineering will be billed 20% of the cost. The remaining 80% of the cost will be deducted from the City's allotment of Federal Funds. All billings related to these requested services should be sent to The City of Cumberland Maryland Department of Engineering at 57 N. Liberty Street Cumberland, MD 21502 to the Attention: Mr. Robert Smith, PE, Director of Engineering and Utilities.

1. I, Robert Smith, P.E., Director of Engineering and Utilities 10/13/22
Name Title Date
Being authorized to act on behalf of Mayor & City Council of Cumberland
Name of County, Municipality or Other Party
Billing address: 57 N. Liberty Street
Cumberland, MD 21502

Do assure that:

2. The requesting organization does not have adequate forces to perform this service and requests the State Highway Administration to: (check one)
a. ☐ Manage the entire project.
b. ☒ Provide services as described above or in the supplemental Attachment A.
3. A written agreement exists between the State Highway Administration and the requesting organization, which agreement clearly indicates responsibility for project costs. (If no agreement exists, proceed to 4 and 4a. or 4b.)
Date of Agreement: _____
or
Date of Master Agreement: _____
and
Date of Supplemental Letter: _____
4. The total estimated costs of this project; \$101,820, which includes the payroll fringe benefit expenses on direct labor and the Administrative and General Overhead Expenses at the prevailing rates, will be invoiced at (check one)
a. ☒ 20 % of the total actual cost of this project—not to exceed the estimated total cost by more than 15% without prior notification and agreement.
or
b. ☐ not to exceed \$ _____

COST SHARING AGREEMENT

Page 2

5. Estimated funds are available and will be paid by the requesting organization, other than Counties, Municipalities and other State Agencies:
 - By advance deposit for the total estimated costs. Refunds to the advance deposit will be issued at the completion of the project.
6. Estimated funds are available and will be paid by the Counties, Municipalities and other State Agencies (check one):
 - a. ☐ By payment of all costs expended to date within 30 days of receipt of SHA's progress billings.
 - b. ☒ By payment of all costs in excess of federal recovery either as an advance deposit or 30 days of receipt of SHA's progress billings
7. Requesting organizations (including other State Agencies) other than Counties and Municipalities will be billed monthly.
8. Counties and Municipalities will be billed as follows:
 - A project/local share which does not exceed \$60,000 will be billed quarterly
 - A project/local share which exceeds \$60,000 will be billed monthly.
9. Should the County or Municipality default in remitting payment to the State for their portion of the work, their Highway User Revenue Funds will be reduced accordingly.
10. Costs incurred in excess of the advance deposit, if applicable, will be billed monthly.

Authorized Representative of
Requesting Organization

Date

Sejal Barot 09/28/2022

District Engineer or Senior Manager Date

WORK ORDER REQUEST

BASE PROJECT # :

A	L	4	9	9		M	2
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PURPOSE OF EXPENDITURE:

Materials Testing and Inspection for the Rehabilitation of Bridge No. A-C-06 Baltimore Street over Wills Creek City Project No. - 9-18-BR State Contract No. – AL499ZM2 F.A. Project No. -STBG-210-1(23)E.

City of Cumberland Maryland Department of Engineering will be billed 20% of the cost. The remaining 80% of the cost will be deducted from the City's allotment of Federal Funds.

All billings related to these requested services should be sent to The City of Cumberland Maryland Department of Engineering at 57 N. Liberty Street Cumberland, MD 21502 to the Attention: Mr. Robert Smith, PE, Director of Engineering and Utilities.

DETAILS OF ESTIMATED COST

1. Contractor/Consultant/Utility/Right of Way Property Cost		N/A
2. SHA Labor		\$ \$58,968
3. Other		N/A
4. Payroll Burden	(72.67%)	\$ 42,852
Sub Total		\$ 101,820
5. Overhead		
Total		\$ 101,820

Prepared By: Cesar Aromin - MMD Index: 07315 Federal Aid: Yes ☒ No ☐

Participation in cost by others:

Yes ☒ No ☐ If yes, attach agreement. Control #: _____

REQUESTED BY: 09/28/2022 Sejal Barot
Date Senior Manager

Funds
Available:

Fund Initials Date

Approved:

Date Assistant Director, OOF

Funding	Federal Appr #, %, and Start Date or Third Party Name (FAP)	Cost (FAP)	FAP Initials	Grant # (FAB)	FAB Initials

Initials

D47, 29 and D81 are active with the same effective date.

The FAP% and RTI are consistent.

File Attachments for Item:

. Order 27,108 - authorizing the purchase a new 2023 Chevrolet Express 2500 Cargo Van for prisoner transport from Criswell Automotive Fleet Sales for the cost not to exceed \$57,389 through a State Bid

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

ORDER NO. 27,108

DATE: October 20, 2022

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

THAT, the Sole Source purchase of a 2023 Chevrolet Express 2500 Cargo Van from Criswell Automotive Fleet Sales, 503 Quince Orchard Road, Gaithersburg, MD 20878, through State Bid pricing, in the not-to-exceed cost of Fifty Seven Thousand Three Hundred Eighty Nine Dollars (\$57,389.00), be and is hereby approved; and

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

Raymond M. Morriss, Mayor

Budget:
Police Department 001.040.64000

Council Agenda Summary

Meeting Date: October 20, 2022

Key Staff Contact: Chief Chuck Ternent/Lt. Eric Bonner

Item Title: 2023 Chevrolet Express 2500 135" WB Cargo Van

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

Request to accept the State Bid from Criswell Automotive Fleet Sales to purchase a 2023 Chevrolet Express 2500 Cargo Van for prisoner transport. ARPA funds have been budgeted for this purchase.

Amount of Award:

Budget number: 001.040.64000

Grant, bond, etc. reference:



503 QUINCE ORCHARD ROAD, GAITHERSBURG, MD 20878
Scott Silverman • Fleet Sales Manager • fleet-man@msn.com • Direct: 301-948-5460 • Cell: 240-876-8233 • Fax: 301-948-1381

October 13, 2022

Cumberland Police Department
Attention Lt. Eric Bonner
20 Bedford St
Cumberland, MD 21502

Eric,

In response to your request for a new prisoner transport van, we offer the following quote. Due to material shortages, it has been nearly impossible to obtain cargo vans from any manufacturer. We have a few vans on order that are scheduled to be produced in March 2023. They are ordered in white color. If your agency wants to move forward with this proposal, I will attempt to get GM to change the color and add OEM rear heat/AC and drop ship one of the vans to Havis Inc in Warminster PA for the upfitting.

2023 Chevrolet Express 2500 135" WB Cargo Van

Power Windows, Power Door Locks, Outside Power Heated Side Mirrors, Back Up Camera, Air Conditioning, 220 Amp Alternator, HD 770 CCA Battery, 4 Keys (2 fobs), Keyless remote Entry System, Locking Rear Differential, Bluetooth for Phone, Leather Steering Wheel, Steering Wheel Mounted Audio Controls, Auxiliary Lighting package, Rear Park Assist, Anti-Theft Alarm Notification, Cruise Control, Tilt Wheel, Digital Compass (adding Factory rear AC/Heat, change color to black)

\$42,530 Van Only

14,359 Havis Inc Prisoner Transport Conversion (see attached quote)

500 Transportation from Warminster PA to Cumberland MD

\$57,389 Project total

Baltimore County Contract MA-4504

If you wish to move forward, time is of the essence. I was able to change some of these orders for Baltimore County last week. I am not sure if I am still able to make changes and for how long. Please advise your intentions as soon as you are able.

Respectfully submitted by,

Scott Silverman
Fleet Sales Manager



Sales Quote

Page 1 of 1

Sales Quote: SQ113971
Sales Quote Date: 10/13/2022
Quote Exp. Date: 12/15/2022

Sell To:

Criswell Chevrolet Inc
Scott Silverman
503 QUINCE ORCHARD RD
GAITHERSBURG, MD 20878
United States

Ship To:

Criswell Chevrolet Inc
Scott Silverman
503 QUINCE ORCHARD RD
GAITHERSBURG, MD 20878
United States

Inside Sales Rep: Havis Sales - 800-524-9900
Cust. Service Rep: Justin Filaferro 215-957-0720 x 3148
Independent Rep: Fleet Reps Inc
Order Comments: SUPPLY AND INSTALL EQUIPMENT INTO A 2023 CHEVROLET EXPRESS
CARGO - 135" WHEELBASE - WITH OEM REAR HVAC - Cumberland Police
dept

Ship Via: Havis Internal Transfer
Shipping Service: Internal Service
Incoterms: Free on Board - Origin
Freight Terms: Prepaid
Shipping Advice: Complete
Payment Terms: Net 30 Days

Line No.	Order Qty.	U/M	No.	Catalog No./Description	MSRP	Disc.	Net Price	Total Price
10000	1 Each	20312	PT-C01-100-2	PT,100",50"H,[2]COMP,[2]DR,GSRS,SP	16,069.05	30	11,248.33	11,248.33
				Line Notes: REAR STEP, SEATBELTS, GRAB STRAPS, AND SEAT DIVIDERS INCLUDED				
15000	1 Each	20277	PT-A-501	PT,OPT,VENTKT,GSRS,03-23,SP	742.15	30	519.50	519.50
20000	27 Each	20462	SHL	SHOP-LABOR	96.00	0	96.00	2,592.00
				Line Notes: INSTALLATION OF TWO COMPARTMENT PRISONER TRANSPORT INSERT WITH INCLUDED ACCESSORIES - HVAC ADAPTOR & HOSE KIT				

SUPPLY AND INSTALL EQUIPMENT INTO A2023 CHEVROLET

135" WHEELBASE - WITH OEM REAR HVAC - Cumberland

PLEASE CHECK YOUR QUOTE FOR ACCURACY.

Subtotal: 14,359.83
Tax: 0.00
Estimated Freight: 0.00
Total: 14,359.83

This document is not a Sales Order. Please read quotation thoroughly and verify that it fits your specifications. If this quote fulfills your requirements, please submit a copy of this quote or reference the Sales Quote Number with your purchase order. No customer order can be generated without a written purchase order.



File Attachments for Item:

. Order 27,109 - accepting a grant (LPPI -1-14) from the Maryland Department of Natural Resources Board of Public Works in the amount of \$67,200 for the resurfacing of the Riverside BMX Track at Mason Sports Complex

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

ORDER NO. 27,109

DATE: October 20, 2022

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

THAT a grant (LPPI-1-14) from the Maryland Department of Natural Resources Board of Public Works in the amount of Sixty-Seven Thousand Two Hundred Dollars (\$67,200) be accepted to resurface the Riverside BMX Track at the C. Eugene Mason Sports Complex.

Raymond M. Morriss, Mayor



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

September 7, 2022

Via Electronic Delivery to

Diane Johnson
Director
Parks & Recreation
City of Cumberland
Allegany County
57 N. Liberty Street
Cumberland, MD 21502
Diane.Johnson@cumberlandmd.gov

RE: LPPI-1-14, Riverside BMX track at Mason Sports Complex
City of Cumberland, Allegany County

Dear Ms. Johnson:

It gives me great pleasure to inform you that the Board of Public Works has approved your request for Local Parks and Playgrounds Infrastructure funds regarding the above referenced project(s). A copy of the agenda item(s) is attached for your reference.

You may proceed with this project at your earliest opportunity. When the project commences, please have your staff contact the Local Parks and Playgrounds Infrastructure program administrator with whom they have been working so that arrangements can be made to coordinate reimbursement.

If I may be of further assistance, please do not hesitate to contact me at 443-534-8255.

Sincerely,

Carrie R. Lhotsky
Grants and Stewardship Manager
carrie.lhotsky@maryland.gov

Attachments

cc: Jacob Shade, President commissioner.shade@alleganygov.org
Tiffany R. DePaoli, Program Administrator tiffanyr.depaoli@maryland.gov

Board of Public Works
Department of Natural Resources – Real Property
Supplement
August 31, 2022



DNR 1

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

1A. LOCAL PARKS AND PLAYGROUNDS INFRASTRUCTURE
Allegany County

Recommendation: Approval to commit \$147,823 for the following **development** projects.

1. *Allegany College of Maryland Fitness Center Enhancements - \$67,500*

Allegany County
LPPI# LPPI-1-12

Background: Renovate the existing Fitness Center on the Allegany College of Maryland campus for use by the general public. Project will include upgraded cardio and weight training equipment, power lifting stations and associated site amenities.

Fund Source: Maryland Consolidated Capital Bond Loan 2021, Chapter 63, Acts of 2021
Local Parks and Playgrounds Infrastructure
Source Code: 21523 \$67,500.00

2. *Riverside BMX Track Improvements - \$67,200*

City of Cumberland
LPPI# LPPI-1-14

Background: Resurface the entire Riverside BMX track at the C. Eugene Mason Sports Complex to improve safety.

Fund Source: Maryland Consolidated Capital Bond Loan 2021, Chapter 63, Acts of 2021
Local Parks and Playgrounds Infrastructure
Source Code: 21523 \$67,200.00

3. *LaVale Lions Field Playground Surfacing - \$13,123*

Allegany County
LPPI# LPPI-1-17

Background: Purchase and install safety barriers and surfacing around the playground areas at the LaVale Lions Field.

Fund Source: Maryland Consolidated Capital Bond Loan 2021, Chapter 63, Acts of 2021
Local Parks and Playgrounds Infrastructure
Source Code: 21523 \$13,123.00

BOARD OF PUBLIC WORKS

THIS ITEM WAS:

APPROVED

DISAPPROVED

DEFERRED

WITHDRAWN

WITH DISCUSSION

WITHOUT DISCUSSION

File Attachments for Item:

. Order 27,110 - awarding the contract to Belt Paving in the amount not to exceed \$232,227.85 for the mill, patch and paving work on Fayette Street

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

ORDER NO. 27,110

DATE: October 20, 2022

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

THAT, the award to Belt Paving, Inc. to provide mill, patch and paving work in Fayette Street from Allegany Street to Luteman Street be and is hereby approved in the estimated not to exceed amount of \$232,227.85; and

BE IT FURTHER ORDERED, that, pursuant to Section 2- 171(c) of the City Code, this shall be awarded in accordance with the terms of the Maryland State Highway Administration's (SHA) existing contract with Belt Paving.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: 10/20/2022

Key Staff Contact: Matt Idleman, PE

Item Title:

Fayette Street Paving (2022-18-PVG)

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

THAT, the award to Belt Paving, Inc. to provide mill, patch and paving work in Fayette Street from Allegany St to Luteman St be and is hereby approved in the estimated unit price amount of \$232,227.85; and BE IT FURTHER ORDERED, that, pursuant to Section 2- 171(c) of the City Code, this shall be awarded in accordance with the terms of the Maryland State Highway Administration's (SHA) existing contract with Belt Paving.

This project involves paving approximately 10,417 SY on Fayette Street.

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

Amount of Award: \$232,227.85

Budget number: 127.101.63000

Grant, bond, etc. reference: City Funds

City of Cumberland Patching & Paving
Fayette Street

Longitudinal Patching

Length (FT)	Width (FT)	Area (SF)	Depth (Inch)	HMA Qty (TON)
136	3	408	4	10.07
16	8	128	4	3.16
371	3	1113	4	27.48
28	5	140	4	3.46
46	4	184	4	4.54
12	12	144	4	3.56
100	4	400	4	9.88
100	3	300	4	7.41
34	8	272	4	6.72
292	3	876	4	21.63
12	6	72	4	1.78
309	3	927	4	22.89
405	3	1215	4	30.00
26	12	312	4	7.70
261	3	783	4	19.33
21	6	126	4	3.11
25	4	100	4	2.47
10	10	100	4	2.47
25	3	75	4	1.85
78	4	312	4	7.70
33	5	165	4	4.07
418	3	1254	4	30.96
290	4	1160	4	28.64
20	6	120	4	2.96
337	3	1011	4	24.96
96	3	288	4	7.11
9	9	81	4	2.00
<hr/>				
12066				297.93

Longitudinal — 298 TN
 (28 EA) Laterals — 31 TN
329 TN

City of Cumberland Patching & Paving
Fayette Street

BP-22-059

Lateral Patching

Length (FT)	Width (FT)	Area (SF)	Depth (Inch)	HMA Qty (TON)
16	3	48	4	1.19
18	3	54	4	1.33
18	3	54	4	1.33
18	3	54	4	1.33
19	3	57	4	1.41
18	3	54	4	1.33
18	3	54	4	1.33
18	3	54	4	1.33
17	3	51	4	1.26
12	1	12	4	0.30
12	5	60	4	1.48
5	1	5	4	0.12
13	8	104	4	2.57
6	4	24	4	0.59
6	4	24	4	0.59
6	4	24	4	0.59
9	6	54	4	1.33
5	3	15	4	0.37
8	4	32	4	0.79
8	4	32	4	0.79
13	3	39	4	0.96
13	5	65	4	1.60
13	3	39	4	0.96
15	5	75	4	1.85
13	3	39	4	0.96
13	3	39	4	0.96
13	3	39	4	0.96
13	3	39	4	0.96
1240				30.62

CONTRACT NO: **Version Oct. 2022**

MONTHLY ASPHALT PRICE ADJUSTMENT WORKSHEET

[illegible]

City of Cumberland
Belt Paving, Inc.
Fayette Street (Mill, Patch & Overlay)

Fayette Street

Approximate Area --- 10,417 SY

Item #	Description	Quantity	Unit	Unit Price	Extension
1004	Maintenance of Traffic	7	ud	\$ 1,500.00	\$ 10,500.00
1008	Flaggers	224	hrs	\$ 100.00	\$ 22,400.00
1012	Mobilization	1	ls	\$ 2,130.00	\$ 2,130.00
1013	Cones for MOT	50	ea	\$ 24.00	\$ 1,200.00
5003	9.5 mm Level-2 for Surface	1158	tn	\$ 90.20	\$ 104,451.60
5007	19.0 mm Level-2 for Patching	331	tn	\$ 172.40	\$ 57,064.40
5008	PA for Binder 9.5 mm (Estimated)	1158	tn	\$ 8.00	\$ 9,264.00
5008	PA for Binder 19.0 mm (Estimated)	331	tn	\$ 6.95	\$ 2,300.45
5012	Fine Milling (1" - 2.5")	10417	sy	\$ 2.20	\$ 22,917.40
Fayette Street Estimated Total					\$ 232,227.85

Field Measurements (Mill and Overlay)

Begins Luteman St

Ends Allegany St.

	Length	Avg. Width	Area (SY)
Fayette	1100	25	3056
Fayette	100	30	333
Fayette	400	25	1111
Fayette	385	28	1198
Fayette	100	32	356
Fayette	1300	30	4333
Fayett Totals	3385		10387

Tilghman	21	13	30
	3406		30

TOTAL MILL & OVERLAY AREA (SY) 10417

File Attachments for Item:

. Order 27,111 - authorizing payment to various community groups from the hotel/motel tax receipts in an amount not-to-exceed \$44,960

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

ORDER NO. 27,111

DATE: October 20, 2022

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

THAT the City Comptroller be and is hereby authorized to make payment to the following community groups in an amount not to exceed Forty-Four Thousand, Nine Hundred Sixty Dollars and No Cents (\$ 44,960.00); and

Allegany Allied Arts	1,640.00
Allegany Arts Council	2,512.00
Allegany County Historical Society	2,800.00
Allegany County Museum	4,376.00
Canal Place (CPPDA)	2,836.00
Cumberland Cultural Foundation	1,420.00
Cumberland Historic Cemetery Organization	1,696.00
Cumberland Theatre	3,276.00
Embassy Theatre	3,180.00
Friends Aware	1,040.00
Mountain Maryland Trails	3,800.00
Mountainside Baroque	1,124.00
Robotics Team	2,040.00
Savage Mt. Punk Arts	1,100.00
Schoolhouse Quilters Guild, Inc.....	556.00
Tri-State Concert Association	1,944.00
Western MD Jaycees – Jr. Chapter	3,640.00
Western MD Scenic Railroad	4200.00
Women’s Civic Club of Cumberland	1,780.00
TOTAL	<u>\$ 44,960.00</u>

BE IT FURTHER ORDERED, THAT said contributions are to be funded from the hotel/motel tax receipts.

Raymond M. Morris, Mayor

File Attachments for Item:

. Order 27,112 - authorizing execution of Change Order No. 2 to the Residential Grass Mowing Project (14-22-M) with Casey Smith, LLC dba/ ServicePro, for the increased not-to-exceed amount of \$2,000.00; bringing the total contract amount to \$61,690.00

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

ORDER NO. 27,112

DATE: October 20, 2022

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

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 2 to the original contract with Casey Smith, LLC, dba ServicePro, for the “Residential Grass Mowing Project” (14-22-M) to add/remove properties recently acquired or sold by the City for the increased not-to-exceed cost of Two Thousand Dollars and No Cents (\$2,000.00), bringing the new contract value to Sixty One Thousand Six Hundred Ninety Dollars and No Cents (\$61,690.00).

Raymond M. Morriss, Mayor

<i>Casey Smith LLC dba ServicePro</i>	Contract Price
Original Contract Price	\$ 53,390
Change Order No. 1	\$ 6,300
Change Order No. 2	\$ 2,000
New Contract Price	\$ 61,690

Budget No. 001.078.20100

Council Agenda Summary

Meeting Date: 10/20/2022

Key Staff Contact: Derrik Grimm

Item Title:

Change Order No 2 to Residential Mowing Contract

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

This change order is to add/remove properties recently acquired/sold by the City at various locations within City Limits. These will be added to the contract to allow mowing through the end of the FY. These properties will now be part of the year 1 contract. This will increase the current contract by \$2,000.00. The new contract value will be \$61,690.00. Original contract was approved with M&CC Order No. 27,042, amended with Change Order #1 M&CC Order No. 27,084.

Amount of Award: \$2,000.00 for project total \$61,690.00

Budget number: 001.078.20100

Grant, bond, etc. reference: City Funds

City of Cumberland

Change Order Number: 2

Project: Residential Grass Mowing Contract
City Project No.: 2022-14-M
Purchase Order No.: 2023-197
Contractor: Service Pro
Vendor No.: 239

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

Add / Delete	Unit	Est # of Cuttings	Cost Per Cutting	Description	Delete	Add
Mowing of City Owned Property Throughout the City of Cumberland						
Add	1	20	\$ 40.00	107-109 Allegany		\$800.00
Add	1	20	\$ 60.00	Evergreen Terrace		\$1,200.00
TOTALS					\$0.00	\$2,000.00

The Original Contract Sum was:

The Original Contract Sum was:	\$53,390.00
Previous Change Orders:	\$6,300.00
Contract Sum as a result of Previous Change Orders:	\$59,690.00
The Contract Sum increased/decreased by this Change Order:	\$2,000.00
The New Contract Sum as a result of this Change Order is:	\$61,690.00

Contract Time Change: No time added

Recommended by: _____
 Contracts Admin Officer Date

Contractor: Service Pro

 Date

Accepted by: _____
 Director of Engineering Date

Approved By: _____
 City Administrator Date

Mayor and City Council Order Number Authorizing this Change Order: _____

File Attachments for Item:

. Order 27,113 - accepting the resignation of City Clerk Marjorie A. Woodring effective November 1, 2022

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

ORDER NO. 27,113

DATE: October 20, 2022

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

THAT, the resignation of Marjorie A. Woodring from the position of City Clerk be
accepted, with the effective date of November 1, 2022.

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,114 - appointing Allison Layton to the position of City Clerk effective November 1, 2022 and executing the Employment Agreement

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”), by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **Allison Layton** (“Layton”) is made and effective this 20th day of October, 2022.

RECITALS:

WHEREAS, Section 37 of the Charter of the City of Cumberland (the “City Charter”) provides that the position of City Clerk of the City of Cumberland (the “City Clerk”) is a contractual position;

WHEREAS, the City has determined that it is in its best interests and welfare to employ Layton as its City Clerk; and

WHEREAS, it is the desire of Layton to accept such employment subject to the terms and conditions of this Agreement, all of which are acceptable to the parties hereto.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Layton agree as follows:

1. Recitals. The Recitals set forth above are not merely prefatory. They are incorporated by reference herein and form a part of this Agreement as though they were fully set forth again herein.

2. Appointment. The City hereby employs Layton to the position of City Clerk, and Layton hereby accepts the said employment, which said employment shall be subject to the terms and conditions of this Agreement. The initial term (“Initial Term”) of this Agreement shall commence on November 1, 2022 and expire on October 31, 2023, unless earlier terminated as provided for herein. Upon the expiration of the Initial Term, it shall automatically renew from year to year for successive one (1) year renewal terms (individually, a “Renewal Term” and collectively, the “Renewal Terms”) on the same terms and conditions as set forth herein unless either party to this Agreement provides the other with written notice of their desire to terminate this Agreement no less than ninety (90) days prior to the expiration of the then-current term. It is understood and agreed that notwithstanding the notice provision set forth herein, the City has the right to terminate Layton’s employment at any time, for cause or without cause, and with or without notice.

3. Duties of Layton. Layton shall perform those duties set forth in Section 29 of the City Charter and all such other duties as may be prescribed by the Mayor and City Council of the City. In the discharge of her duties, Layton shall be governed by the City Charter, the Cumberland City Code, the ordinances, resolutions and orders of the City, and applicable state and federal law, such as is now in effect or as may be enacted, amended or modified subsequent to the date of this Agreement.

Layton shall perform the functions and duties of her position honestly, fully, faithfully and loyally, acting at all times in the best interests of the City. In her capacity as City Clerk and otherwise, Layton shall perform no act or fail to perform any act where such act or failure to act operates to the detriment of the City.

It is understood and agreed that Layton shall devote her full-time employment and attention and her best efforts to the performance of her duties as set forth herein. It is recognized that the City Clerk must devote a great deal of time outside the normal office hours to the business of the City. To that end, Layton shall be allowed to take time off as she shall deem appropriate during normal office hours provided it does not interfere with the performance of her duties.

4. Outside Employment Prohibited. In furtherance of the fulfillment of her duties as City Clerk, during the Initial Term and any Renewal Term, Layton shall be prohibited from accepting any work other than her employment as City Clerk, whether as an employee or on an independent contractual basis, on a temporary or permanent basis, on a part-time or full-time basis, or otherwise, except upon the written permission of the Mayor and City Council. Any such permission granted shall be conditioned upon the secondary employment not interfering with Layton's fulfillment of her duties under the terms of this Agreement, without regard to whether such condition is expressly set forth in the aforesaid writing.

5. Duties of the City. The City hereby agrees that, to the greatest extent possible and subject to applicable law, it shall provide full cooperation, support and direction to Layton so as assist her with respect to the performance of her duties as City Clerk.

6. Salary. Layton shall receive a salary in the amount of Seventy-Five Thousand Dollars (\$75,000.00) per annum, payable on regular City paydays and in accordance with the payroll procedures of the City now in force or as may be amended from time to time. Said salary shall increase annually by the cost-of-living adjustment, if any, provided by the City to all other employees commencing on July 1, 2023 and each July 1 thereafter.

7. Office Support. The City shall provide an office, supplies and equipment therefore, as the same are necessary for the professional and effective performance of Layton's

duties as City Clerk.

8. Benefits.

Layton shall be entitled to the following benefits:

- (i) She shall be entitled to time off for all holidays normally observed by the City.
- (ii) Except as otherwise provided herein, Layton shall continue to receive and accrue benefits consistent with the City Handbook for Full-Time Employees, as amended from time to time.
- (iii) Upon the termination or expiration of this Agreement, Layton shall be entitled to compensation for any vacation leave she has accrued but not used if the termination or expiration is other than for “cause” and it is because Layton has elected to retire.
- (iv) Layton shall be credited with her current number of hours of sick leave effective November 1, 2022. Thereafter, she shall accrue sick leave at the rate of one and one-fourth (1 1/4) days per month. Sick leave shall be cumulative without limit as to carry over from year to year. Layton shall not be eligible for any sick leave bonus offered to other City employees during the term of this Agreement. Layton shall not receive any compensation for sick leave she has accrued but not used effective the date of the termination or expiration of this Agreement.
- (v) Subject to the terms set forth hereinafter, the City shall pay the premiums for the health insurance policy and prescription coverage for the benefit of Layton as the same are provided to other managerial employees of the City.
- (vi) Layton shall be made a named insured on the City’s professional liability insurance policy presently in force for so long as the City maintains such insurance coverage.
- (vii) The City shall contribute to the State of Maryland Public Employees Retirement System for the benefit of Layton in such amounts as are prescribed by State law.
- (viii) Layton shall receive the annual cost of living adjustments provided

to other of the City's employees. Additionally, she shall receive such merit pay increases or bonuses based upon annual performance evaluations, the amount and payment of said merit pay increases/bonuses to be determined in the discretion of the City.

- (ix) In addition to those benefits enumerated above, Layton shall receive such benefits available to management employees of the City on the same terms and conditions as offered to those employees.

9. Death; Disability.

9.1. Death. If Layton dies prior to expiration of the Initial Term or any Renewal Term, all obligations of the City to Layton will cease as of the date of her death.

9.2. Disability. If Layton is unable to perform substantially all of her duties under this Agreement because of illness, accident or other disability other than a disability incurred as a result of an injury arising out of and during the course of her employment with the City (hereinafter referred to as "Disability"), and the Disability continues for more than three consecutive months or an aggregate of more than four (4) months during any six (6) month period, then the City may terminate this Agreement. If Layton or the City asserts at any time that Layton is suffering a Disability, the City may cause Layton to be examined by a doctor or doctors selected by the City, and Layton will submit to all required examinations and will cooperate fully with such doctor or doctors and, if requested to do so, will make her medical records available to them. Layton's own doctor may be present.

In the event Layton becomes disabled as a result of an injury arising out of or during the course of her employment with the City, her employment under the terms of this Agreement shall continue for no more than two (2) years subject to the City's policy relative to workers' compensation disabilities.

The terms of this Section shall be interpreted in a manner that is consistent with the Family and Medical Leave Act.

10. Vehicle; Vehicle Allowance.

10.1. City-Owned Vehicle. The City shall provide Layton with a vehicle for her business-related use. Any use of City-owned vehicles shall be subject to the City's Vehicle Use Policy.

10.2. Private Vehicle. In the event a City-owned vehicle is not available, the City agrees to reimburse Layton for her business-related use of a private vehicle at the current IRS mileage rate on a monthly basis.

11. Bonding. The City shall bear the full costs of any fidelity or other bonds required of the City Clerk required under any law or ordinance.

12. Termination. This Agreement may be terminated upon any of the following terms and conditions:

12.1. Termination Upon Mutual Consent. Upon mutual consent, upon such terms and conditions as agreed in writing by the parties hereto, this Agreement may be terminated. Such a termination shall not be considered to be a termination for cause.

12.2. Position Abolished. In the event that the position of City Clerk is abolished, either upon the action of the City or by Initiative, and Layton's employment shall be terminated on account of the abolishment, then the City shall promptly notify Layton of the abolishment in writing and it shall pay her a lump sum equal to three (3) month's pay, including accumulated but unused vacation pay.

In addition, in the event that Layton is otherwise eligible to continue as a member of the health insurance program the City is currently providing her, the City shall continue the insurance coverage with all premiums being paid by City for a period equal to the lesser of the period between the date of the job abolishment and the date that is three (3) months subsequent thereto, or the period from the date of the job abolishment to the date when Layton obtains or is eligible to obtain, at no cost to her, health insurance coverage that is substantially equivalent to that provided by City.

In the event Layton is not eligible to continue as a member of said health insurance program, the City shall pay her an amount equal to the monthly premium paid by City that is attributable to Layton's participation in the health insurance program. The payment as aforesaid shall continue for the same period set forth in the preceding paragraph.

12.3. Termination for Cause. In the event that City wishes to terminate Layton's employment under the terms of this Agreement, it is agreed and acknowledged that any such termination will be based upon "cause" and that said "cause" shall be defined as:

- (i) a substantial breach by Layton of her obligations under the terms of this Agreement, the City Charter, as now in force or as may

hereafter be amended, or the City Code, as now in force or as may be hereafter amended;

- (ii) Layton's conviction of a felony;
- (iii) Layton's conviction for any crime punishable as a felony or involving moral turpitude;
- (iv) Layton's use of alcohol or a controlled substance which impairs her ability to effectively perform her duties and obligations under this Agreement; or
- (v) any action by Layton which is likely, in City's opinion, to damage the City's image in the eyes of its citizens and any such action has not been remediated or corrected, provided it is capable of being remediated or corrected, to the reasonable satisfaction of the City within ten (10) days of written notice thereof to Layton.

It is specifically agreed that upon termination for "cause", Layton shall be entitled to receive her salary and benefits to the date of said termination but no longer. She shall not be compensated for any accrued but unused vacation or sick leave, unless applicable law provides that said amounts must be paid.

The foregoing provisions and those set forth elsewhere in this Agreement shall not preclude the imposition of discipline, including termination, under terms of the City's Administration of Disciplinary Guidelines.

12.4. Resignation. In the event Layton resigns from her employment with the City, she shall provide it with no less than ninety (90) days advance written notice of her intention to do so unless the parties agree otherwise in writing. Upon resignation, she shall be entitled only to that compensation earned through her last day of employment, including accumulated but unused vacation pay. In the event Layton resigns without providing the required ninety (90) days written notice and the City does not waive this notice requirement in writing, Layton will forfeit the right to receive compensation for accrued and unused vacation leave and she shall be subject to such other and further remedies as the City may have against her.

13. Suspension. The City may suspend Layton with full pay and benefits at any time during the term of this Agreement. She shall be given written notice setting forth the bases for the suspension within a reasonable period of time following its commencement.

14. No Reductions of Benefits. The City shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of the City Clerk, except to the degree of such a reduction across the board for all non-union employees of the City.

15. Use & Return of City Property. Layton recognizes and agrees that personal property is provided to her by the City in connection with her employment as City Clerk, which personal property shall be and remain the property of the City. Further, Layton will preserve, use and hold the City's property for the benefit of the City for the purpose of carrying out the City's business, it being understood that reasonable personal use, consistent with City policies, is permitted. When Layton's employment under this Agreement terminates, she will immediately deliver to the City all City property she has in her possession or control.

16. Relationship of the Parties. The relationship between the parties hereto is that of employer and employee. Layton shall have no authority to enter into any contracts binding upon the City except as shall be specifically authorized in writing by the City.

17. Attorneys' Fees. In the event suit or action is instituted to interpret or enforce the terms of this Agreement or as a result of a breach of its terms, the prevailing party shall be entitled to recover from the other party such sums as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action as well as her court costs and reasonable litigation expenses.

18. Modification or Amendments. No amendment, change or modification of this Agreement shall be valid unless the amendment, change or modification is in writing and signed by both of the parties hereto.

19. Entire Agreement/Prior Agreements. This Agreement constitutes the entire agreement between the parties, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations between the parties with respect to all or any part of the subject matter of this Agreement. This Agreement supersedes and takes the place of all prior agreements between the parties hereto relative to the City's employment of Layton and the terms and conditions thereof.

20. Waiver. Failure of either party at any time to require performance of any of the provisions of this Agreement shall not limit the parties' right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of the provision itself or of any other provision.

21. Severability. Each section of this Agreement shall be severable, and should any

section hereof be deemed to be unconstitutional, illegal or void, said determination shall not affect the validity or enforceability of any other section. The parties hereto agree that should any such clause be declared to be unconstitutional, illegal or void, then the parties hereto agree to attempt to renegotiate said term so as to effect their intent in a manner that is constitutional, legal and enforceable.

22. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective heirs, personal representatives, administrators, executors, successors, assigns, and transferees in interest.

23. Assignability. This Agreement may not be assigned without the written consent of the parties hereto.

24. Counterparts; Electronic Copies. This Agreement may be executed in counterparts. Counterparts transmitted by fax, email, text message or by other electronic means shall be deemed to be originals and shall be treated as such.

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

26. Notice. Except as otherwise provided herein, all notices required to be given by the parties to one another under this Agreement shall be properly given only if made in writing and either emailed or deposited in the United States mail, postage prepaid, certified with return receipt requested, or mailed by overnight mail courier as follows:

If to the City, to:

Jeff Silka [or the name of any successor City Administrator]
City Administrator
57 N. Liberty Street
Cumberland, MD 21502
jeff.silka@cumberlandmd.gov [or the email for any successor]

If to the City Clerk, to:

Allison Layton
P.O. Box 851, Fort Ashby, West Virginia 26719
alayton@atlanticbb.net

Notice may also be provided by hand-delivery. Notice, regardless of the manner in which it is

provided, shall be effective upon delivery. Except for hand-delivery, there must be documentary proof of delivery in order for delivery to be deemed to have been effected.

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

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

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

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

WITNESS/ATTEST:

Allison Layton (SEAL)

**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

Marjorie A. Woodring, City Clerk
City Clerk

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

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

ORDER NO. 27,114

DATE: October 20, 2022

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

THAT, Allison Layton, be and is hereby appointed to the position of City Clerk, effective November 1, 2022 to fill the vacancy created by the resignation of Marjorie A. Woodring; and

BE IT FURTHER ORDERED, that the Mayor be and is hereby authorized to execute an Employment Agreement by and between the Mayor and City Council of Cumberland and Allison Layton for the position of City Clerk to be effective November 1, 2022, for a one (1) year term, with automatic one-year renewals thereafter contingent upon terms of the agreement.

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,115 - accepting the State Bid estimate for equipment and installation from East Coast Emergency Lighting Inc. to upfit five (5) 2023 Ford Police Interceptor vehicles at a cost not to exceed \$46,262.65.

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

ORDER NO. 27,115

DATE: October 20, 2022

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

THAT, the Sole Source purchase of equipment and installation from East Coast Emergency Lighting, Inc., 200 Meco Drive, Millstone Township, NJ 08535, through State Bid pricing, in the not-to-exceed amount of Forty Six Thousand Two Hundred Sixty Two Dollars and Sixty Five Cents (\$46,262.65), to uplift five (5) 2023 Ford Police Interceptor Vehicles be and is hereby approved; and

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

Raymond M. Morriss, Mayor

Budget:
Police Department 001.040.64000

Council Agenda Summary

Meeting Date: October 20, 2022

Key Staff Contact: Chief Chuck Ternent/Lt. Eric Bonner

Item Title: FY23 East Coast Emergency Lighting Vehicle Upfit Estimate

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

Request to accept the State Bid estimate for equipment and installation from East Coast Emergency Lighting Inc. to upfit five (5) 2023 Ford Police Interceptor vehicles at a cost of \$46,262.65.

Amount of Award:

Budget number: 001.040.64000

Grant, bond, etc. reference:

East Coast Emergency Lighting, Inc

200 Meco Drive
Millstone Township, NJ 08535

Estimate

Date	Estimate #
9/26/2022	33458

Name / Address
City of Cumberland Police 20 Bedford Street Cumberland MD 21502

Ship To
City of Cumberland Police 20 Bedford Street Cumberland, MD 21502

P.O. No.	FOB	Rep	Created By:
		MJ	MJ

Item	Description	Qty	Cost	Total
CB8DDDE	CENATOR WC LIN6 48" D/D/D/E	1	1,823.35	1,823.35
CDLD	CERIDIAN ADD 1 LIN6 MODULE R/W	2	0.00	0.00
CDLK	CERIDIAN ADD 1 LIN6 MODULE R/A	2		0.00
CDLE	CERIDIAN ADD 1 LIN6 MODULE B/W	2		0.00
CDLM	CERIDIAN ADD 1 LIN6 MODULE B/A	2		0.00
CTDA	CERIDIAN ADD 2 ALLEY OR T-D LT	2		0.00
CMK105	CENATOR MOUNT KIT #105	1		0.00
I2D	DUO LINEAR ION RED/WHITE BLK	2	97.30	194.60
MCRNSJ	SURFACE MT MICRON R/B BLACK	2	79.34	158.68
C-VS-1012-INUT	High Angled Console for 2020-2022 Ford Interceptor Utility	1	366.26	366.26
CUP2-1001	Self-Adjusting Double Cup Holder	1	45.56	45.56
C-PM-124	Brother PocketJet Printer Mount for Ford Interceptor Utility	1	157.00	157.00
C-ARM-108	Side Mounted Flip Up Armrest	1	151.72	151.72
MISC	HONEY WELL 3320G-2USB-0-N	1	384.00	384.00
C-MD-112	11" Slide Out Locking Swing Arm with Motion Adapter	1	245.34	245.34
UT-1001	Universal Rugged Cradle for approximately 11"-14" Computing Devices	1	225.02	225.02
PRPSP4704UINT20A	2020-2022 Ford Utility Interceptor - 4700RPSP Series, Space Saver Standard Prisoner Transport Center Sliding Poly Window Partition Includes Recessed Panel and Lower Extension Panels	1	776.00	776.00
S4705UINT20	ABS, STANDARD TRANSPORT SEAT W/ 7 GA. STEEL SCREEN WINDOW CARGO BARRIER AND SEAT MOUNTING KIT	1	1,206.00	1,206.00
WB47NPUINT20	Ford Interceptor Utility 2020; Steel Window Bars (for use with O.E.M. door panels only)	1	219.00	219.00
MISC	FREIGHT	1	300.00	300.00

Total

East Coast Emergency Lighting, Inc
200 Mecco Drive
Millstone Township, NJ 08535

Estimate

Date	Estimate #
9/26/2022	33458

Name / Address
City of Cumberland Police 20 Bedford Street Cumberland MD 21502

Ship To
City of Cumberland Police 20 Bedford Street Cumberland, MD 21502

P.O. No.	FOB	Rep	Created By:
		MJ	MJ

Item	Description	Qty	Cost	Total
Installation	LABOR TO INSTALL ALL OF THE ABOVE ALSO - ALSO SHOP SUPPLIES	40	75.00	3,000.00

This estimate shall be valid from the date of the written estimate. Any verbal changes to the estimate are not binding unless agreed to all parties in writing.

Total

\$9,252.53