



Mayor and City Council of Cumberland

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

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

AGENDA

M&CC Regular Meeting
57 N. Liberty St.

DATE: February 06, 2024

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

Presentations

- [1.](#) Recognition of Firefighter/EMT-B Andrew T. Lenhart, Firefighter/EMT-B Sara E. Gant, and Firefighter/EMT-P Ryan P. Woods on their successful completion of Firefighter Recruit Training approved by the Maryland Fire and Rescue Institute

Director's Reports

(A) Engineering

- [1.](#) Engineering Division Monthly Report for January 2024

(B) Public Works

- [1.](#) Maintenance Division Monthly Report for December 2023

Approval of Minutes

- [1.](#) Approval of the Closed, Work, and Regular Session Minutes of January 16, 2024

Public Hearings

1. A public hearing for the Community Development Block Grant (CDBG) 2024 Annual Action Plan.

Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

Unfinished Business

(A) Ordinances

- [1.](#) Ordinance 3970 (*2nd and 3rd readings*) - authorizing the transfer of 301 Columbia Street and 303 Columbia Street to Theresa E.S. Wyatt for the purchase price of \$100
- [2.](#) Ordinance 3971 (*2nd and 3rd readings*) - authorizing the transfer of 606 Hill Street to Eliana Bennett for the purchase price of \$150

New Business

(A) Orders (Consent Agenda)

- [1.](#) Order 27,391 - declaring Cumberland Police Department Unit #4 (2015 Ford Interceptor) surplus for sale or scrap
- [2.](#) Order 27,392 - approving the amendment of Order 26,961 by increasing the ARPA funding allocation for the HVAC Improvement at City Hall (\$115,278) and decreasing the ARPA funding allocation to Promoting the Community (\$1,177) and Prisoner Processing Improvements (\$114,101)
- [3.](#) Order 27,393 - authorizing the execution of a grant agreement with Maryland Department of Housing and Community Development for \$30,000 in grant funds to the City to be used for commissioning a study to implement connectivity between local attractions and services
- [4.](#) Order 27,394 - accepting the bid of Excavating Associates, Inc. for City Project #2-22-W, South End Water Main Replacement, in the lump sum cost not to exceed \$4,396,880
- [5.](#) Order 27,395 - accepting a Multi-Year Contract with RoadBotics in the lump sum not to exceed \$37,275 to provide the Engineering Department with the ability to assess and determine which roads require attention in order to better analyze and create a pavement improvement plan
- [6.](#) Order 27,396 - accepting the sole source purchase of the cost to replace the engine of a 2018 F550 dump truck from Timbrook Ford, Keyser, WV at a cost not to exceed \$25,273.60
- [7.](#) Order 27,397 - approving \$10,000 Micro-Revolving loans each for Mandela Echefu, Wheelzup Adventures and Michael Harris, Pepper in a Bottle for the terms 60-month amortization period, 3% interest, first payment due January 2025, and no interest charged until January 1, 2025
- [8.](#) Order 27,398 - approving the purchase of equipment from CDW to replace City IT Storage Switches, which are end of life unsupported systems at a cost not to exceed \$65,636.66
- [9.](#) Order 27,399 - declaring certain City-owned properties to be surplus and authorizing them for sale

- [10.](#) Order 27,400 - executing a donation agreement between the Mayor and City Council and Kevin L. Rowan and Annabel E. Rowan for the donation of a parcel of real property at 526 Broadway Circle and the improvements thereon, if any, to the City
- [11.](#) Order 27,401 - approving a contribution of \$50,000 to match the Allegany County appropriation to the Baltimore Street Construction Impact Grant program with funding reassigned from the Micro-Revolving Loan Fund

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

1. Recognition of Firefighter/EMT-B Andrew T. Lenhart, Firefighter/EMT-B Sara E. Gant, and Firefighter/EMT-P Ryan P. Woods on their successful completion of Firefighter Recruit Training approved by the Maryland Fire and Rescue Institute

Council Agenda Summary

Meeting Date: February 6, 2024

Key Staff Contact: Fire Chief W. Shannon Adams

Item Title:

Recognition of Firefighter/EMT-B Andrew T. Lenhart, Firefighter/EMT-B Sara E. Gant, and Firefighter/EMT-P Ryan P. Woods on their successful completion of Firefighter Recruit Training approved by the Maryland Fire and Rescue Institute

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

These firefighters will be presented certificates and receive their uniform badges.

Badges will be pinned by respective family members (TBA).

Chief Adams will provide a brief bio for each firefighter during the presentation.

Amount of Award:

Budget number:

Grant, bond, etc. reference:

File Attachments for Item:

. Engineering Division Monthly Report for January 2024

City of Cumberland, Maryland

Engineering Division - Monthly Report

Capital Projects							January 31, 2024	
Order	Project No. (New Format)	Project No. (Old Format)	Project Name	Description	Phase	Comments	Updated By	Date of Update
2008		05-08-S	Evitts Creek CSO Upgrades Phase III (gravity sewer under railroad)	Replacement of CSO line connecting Evitts Creek Pump Station effluent with gravity line that parallels the Canal Towpath. Said gravity line is being replaced under project 17-03-S(1).	Design	NO CHANGE - WRA received notice from CSX on 7/7/21 stating that they would no longer allow access in yard for any investigative or rehab activities. This decision was reviewed and confirmed by Alex Saar (PE in Jacksonville office) on 10/29/21. City now assessing legal route of obtaining access to site.	MDI	11/24/2021
2008		06-08-S	Interceptor Sewer to Evitts Creek Pump Station Phase IV	This is the sewer along Evitts Creek upstream of the Pump Station. Project is to evaluate existing line and determine if repair or replacement is best option.	Design	NO CHANGE - Received engineering report from Gwin Dobson & Foreman on 1/18/22. MDE denied request to transfer funds from Phase 3 to Phase 4. Bobby has requested to proceed with WQSRF loan money in order to complete this project by FY25. Awaiting confirmation.	MDI	8/30/2023
2014		04-14-WWTP	Sludge Screening Study/Design	Study to select the best alternative to keep rags out of the recently cleaned and modified digester because the modifications will make it impossible to retrieve rags in the future.	Design	NO CHANGE Need/Benefit of the project is being reevaluated, and for now the project is on hold. Design is complete and the project will remain on this report for the time being.	RLS	4/2/2018
2014		19-14-M	Greene Street Complete Street Plan	Planning Study for Greene Street	Planning	NO CHANGE - The Design Report from Alta Planning + Design was submitted and presented to the Mayor and City Council. The plan to start work on Construction Funding Applications has been delayed because of the Baltimore Street Project, which would have been competing for the same funds. This project still needs to be done and should be a priority in the future.	RLS	6/1/2017
2015		18-15-S	CSO Water Quality Analysis	Base line data collection for analysis of future CSO needs after CSO Storage is on line.	Planning	NO CHANGE Project continues. Staff are taking regular scheduled stream samples for e-Coli analysis at this time. Rainy days (once a month) are the target for sampling at this time.	RJK	1/25/2024
2016		12-16-M	Baltimore Street Access Improvement - Final Design	The purpose of the New Baltimore Street Town Center project is to reopen and improve Baltimore Street, which is currently configured as a pedestrian mall, to vehicular traffic while maintaining elements of the mall.	Construction	UPDATE - The project has been award to Triton Constrution of Saint Albans, WV for \$14,638,500. Construction began on 4/3/2023. To date, contractor has invoiced for \$5,329,444. Subcontractors currently working on roadway base on Baltimore St. while Triton works on utilities on Liberty St. Project is on schedule at this time.	MDI	11/29/2023
2016		18-16-BR	John J. McMullen, Bridge No. A-C-01 Repairs	Bridge Repair	Construction	UPDATE - Project is using State in lieu of Federal Aid funding. Construction phase was awarded to Harbel for a price of \$500,577. Harbel has started work, but will pause for the winter as it is too cold to do concrete work.	MDI	11/29/2023
2016		19-16-S	78" Parallel Pipeline from Mill Race to CSO	78" Pipeline to CSO tank in accordance with Consent Decree	Design	NO CHANGE - The City is working with the USACE to combine efforts on this project with the Canal Rewatering Project. Still working on the details of this agreement that may facilitate getting this moved forward.	RLS	8/30/2023
2017		2-17-FPM	Flood Control Encroachment removal Project	The City as the Local Sponsor of the Flood Control Project is expected to maintain the easements along the Flood Control Project, however the area along Wills Creek and other areas were never given any comments until the Corps of Engineers standards changed. Completion of this project is necessary to allow the City to get a Satisfactory rating on its annual Flood Control Inspections.	Planning	NO CHANGE - This project has been delayed because of other work, but must be done. A tree removal project has been bid out and a contractor selected to do the work of removing trees in the encroachment area.	RLS	7/11/2018

City of Cumberland, Maryland

Engineering Division - Monthly Report

Capital Projects							January 31, 2024	
Order	Project No. (New Format)	Project No. (Old Format)	Project Name	Description	Phase	Comments	Updated By	Date of Update
2017		18-17-M	Maryland Avenue Development	This is not an Engineering Project, but included here to cover future department work with the development.	Design	NO CHANGE - Phases 1 & 2 of the Cumberland Gateway project has moved into construction. The Department will support future phases for stormwater management reviews and traffic design support.	RLS	3/26/2021
2018		08-18-BR	Cumberland Street Bridge Replacement	This project will replace the bridge structure.	Design	NO CHANGE - The project is in the Final Engineering stages and the City is currently working on Right of Way issues. The engineer also needs comments from CSX in order to submit the PS&E package.	RLS	7/24/2023
2018		09-18-BR	Baltimore Street Bridge Replacement	This project will replace the bridge structure.	Construction	UPDATE - The project is under construction. Phase 1 is complete and Phase 2 will begin once Verizon has moved their service onto the new fiber bank. Project is scheduled to be completed in July 2024	RLS	1/29/2024
2018		22-18-M	Solid Waste and Recycling Collection	Contract documents for the FY20 garbage and recycling collection bid process	Planning	NO CHANGE - Proposals received proposals to extend the contract for FY25. Noble Environmental (Mountainview Landfill) and Burgmeier's Hauling received approval of 1-year extensions in November 2023.	RJK	1/25/2024
2018		26-18-M	Ridgeley Levee System Certification					
2018		31-18-WFP	Pine Ridge Water & PUC Rate Issues	Project involves determining a path forward regarding the supplying of PA residents with water	N/A	NO CHANGE - City staff continues to work through issues with PA regulators about water issues	RLS	1/28/2020
2018		44-18-BR	Washington Street Bridge Replacement	This project will replace the bridge structure.	Planning	NO CHANGE - Studies have been returned and subject to CSX negotiations.	RLS	8/5/2019
2020		2-20-M	Frederick St Parking Garage Repairs	Repairing a spalled section of slab on grade in Frederick St parking garage, as well as looking into sealing all concrete driving surfaces	Planning	NO CHANGE - Researching proper repair systems for spalled concrete in parking garages. Working with Street Dept. to determine if city forces can make repairs.	MDI	1/24/2020
2020		6-20-S	Sanitary Sewer Lining Assessment	Performing a cost assessment on relining (CIPP) all sanitary sewer lines within city.	RFP	UPDATE - Based on list of "high risk" lines provided by sewer dept, have developed a preliminary cost estimate. Bobby is now working with sewer department to develop an RFP for a yearly service contract for sewer line relining throughout City.	MDI	11/29/2023
2020		9-20-M	Constitution Park Fill Disposal	Assessing potential clean fill dump sites for Public Works	Construction	NO CHANGE - Public works dept. has finished dumping in site #1 behind Long Field. They will place topsoil and seed this area in Spring. Site #2 (behind pool house) is now active dump site for all PW projects until full. Engineering responsible for intermittent E&S inspections.	MDI	1/25/2023
2020		14-20-M	Carver Building Repairs	Project to repair damage to the Carver Building	Planning	NO CHANGE - The building power should be restored in the near future to allow for the lights/HVAC equipment to be tested. Still no word on the plans for the building from the Board	RLS	1/25/2023
2020		17-20-WWTP	CSO Long-Term Control Plan Projects/Schedule Review	Correspondences with MDE regarding the LTCP Projects and the Consent Decree (CO) end date: October 1, 2023.	N/A	NO CHANGE - Coalition is awaiting a draft extended Consent Decree from MDE. Consent Decree expired October 1, 2023. The City has been communicating with MDE since October 25, 2019 regarding need for an extension based on projected schedules for project completion and the need for post construction monitoring.	RJK	1/25/2024
2020		29-20-S	Locust Grove Force Main & LaVale Water Main Replacement	Joint project between Allegany County Public Works & LaVale Sanitary Commission to replace the force main from the new Locust Grove Pump Station and replace water main to LaVale.				

City of Cumberland, Maryland

Engineering Division - Monthly Report

Capital Projects							January 31, 2024	
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2020		30-20-SWM	Grow West Facility Expansion	SWM Review for proposed expansion of Grow West MD Facility @ the industrial park.	Construction	NO CHANGE - Contractor continues construction of expansion. City monitoring SWM situation at incomplete stage, as rainwater collection tanks have not been installed.	MDI	10/8/2021
2021		2-21-WWTP	Influent Screening System Upgrade	Design and replacement of a new influent screening system at the headworks of the WWTP.	Construction Closeout	UPDATE - Carl Belt was the low bidder for the construction phase of this project, at \$1.4M. Construction began on 3/16/23. Both screens have been installed and are operational. Belt is finalized punchlist and should invoice for retainage by the end of the year.	MDI	11/29/2023
2021		4-21-W	Route 220 20" Water Main Replacement	Project to replace the 20" water main in Route 220. The water line from I-68 to the State Prison is currently owned by the City. Discussion are being held between the City and County to partner on the project or transfer the asset to the County.	Planning	NO CHANGE - This project is in the planning stages in conjunction with Allegany County.	RLS	4/21/2021
2021		6-21-RE	Constitution Park Wading Pool Filter Renovation	Replace the cracked filter and other improvements to the mechanical building equipment for the wading pool.		NEW -		
2021		10-21-M	Undocumented Rights-of-Way	Decide how undocumented rights-of-way should be dedicated and what form of dedication is need to prevent the rights-of-ways from accidentally being sold.	Study	UPDATE - Evaluating using GIS to track City owned property, easements, parcels used for rights-of-way, etc. May need to request a legal opinion on several issues. As part of the evaluation, multiple issues have been found in the parcel data from Maryland SDAT (city owned parcel shown in the wrong location). The City will need to review City owned parcels and report errors to SDAT.	JRD	8/30/2023
2021		12-21-WWTP	Industrial Pretreatment USPI CWT Organics Permit Application	An application to discharge industrial wastewater as a Centralized Waste Treatment facility (Categorical Permit request by existing Significant Industrial User USPI)	Planning	UPDATE - Permit issued to USPI, effective date was November 22, 2021. USPI trade name is now RRCWT and operating completely as a CWT. RRCWT is receiving 4 waste sources. One more source is under evaluation at this time.	RJK	1/25/2024
2021		14-21-RE	Constitution Park Splash Pad	The installation of a splash pad and surrounding recreational area in Constitution Park.	Construction	COMPLETE - This project is complete.	JAT	8/24/2023
2021		16-21-M	Downtown ADA Improvements	This project includes the replacement of the curb ramps for compliance with the latest ADA requirements at the following locations: Baltimore/Mechanic intersection on the southwest and northwest corners, Liberty/Dexter intersection at the southeast and southwest corners, Centre/Dexter intersection at the southeast and southwest corners, and Centre/Fredrick intersection on the northeastern side.	Planning	NO CHANGE - A preliminary estimate to determine the amount of funding needed was prepared. An additional ramp at the corner of S. Centre Street and Union Street was added to the list. We will be seeking Future CDBG funding for this project.	JRD	1/23/2023
2021		19-21-M	South Street ADA Improvements	This project includes the replacement of curb ramps for compliance with the latest ADA requirements along South Street between Oldtown Road and Industrial Boulevard.	Construction	COMPLETE - This project and the full scope of work is now complete.	JAT	8/24/2023

City of Cumberland, Maryland

Engineering Division - Monthly Report

Capital Projects							January 31, 2024	
Order	Project No. (New Format)	Project No. (Old Format)	Project Name	Description	Phase	Comments	Updated By	Date of Update
2021		20-21-M	Engineering Database Migration	This project will implement the migration of data from the Engineering Department's drawing database and project database to the Laserfiche document management system including the transfer of the scanned images of the Department's drawings from the file server into Laserfiche and the collection of additional metadata for each image.	Planning	UPDATE - Engineering has continued to work with MCCi on finalizing our project database prototype, with some minor hiccups. Engineering is currently waiting on some final feedback and bug testing from MCCi to hopefully get a fully functional prototype for our internal project database.	JAT	11/16/2023
2021		21-21-WFP	Water Allocation Permit Renewal PA DEP	The Water Allocation Permit is required to be renewed every 25 years. The City will use Gwin, Dobson and Foreman to work through the permit and establish how much flow we can pull from the reservoirs.	Permitting	NO CHANGES - Application submitted in March.	RJK	1/25/2024
2021		31-21-RE	Constitution Park Amphitheater Upgrades	Project to upgrade the Constitution Park Amphitheater.	Construction	NO CHANGES - Contracted portion of project is complete (new benches, sidewalks, asphalt parking area, gutter). City forces to install new pole-mounted lights behind amphitheater this year after concert season.	MDI	7/26/2023
NOTE: Beginning in 2022, the Engineering Department will be migrating to a new project number format. The new number format places the 4-digit year first, a 2-digit yearly sequence second, and a 3 or 4-character project type code third.								
2022	2022-02-WTR	2-22-W	South Cumberland Water Main Replacement Project	This project includes the replacement of undersized water mains in Humbird, Walsh, and Cumberland Park areas of Cumberland; plus the replacement a a 12" portion of the water main along the southern side of Industrial Blvd. (Route MD-51).	Design	UPDATE - Project was bid and will be awarded to Excavating Associates in the near future. Construction will begin in the Spring and will be a 9 month project.	RLS	1/29/2024
2022	2022-09-SHLD	09-22-M	Cumberland Street ADA Improvements	ADA improvements at the intersection of Johnson, Cumberland, and Market Streets	Design	NO CHANGE - This project is currently in preliminary design. The scope of work includes work that was not able to be completed under projects 24-18-M and 14-11-M. This project is currently on hold due to focusing on other priority projects.	JAT	7/19/2022
2022	2022-10-SWM	10-22-SWM	Messick Road Development	SWM Review and Utility Easement Review	Review	NO CHANGE - Waiting for support to be requested of the Engineering Department for this project.	RLS	2/2/2023
2022	2022-11-PBLD	11-22-PBLD	City Hall/Public Safety Building HVAC Improvements	American Rescue Plan Act (ARPA) Funded Project to improve the HVAC systems of these buildings to improve air quality capabilities and system energy efficiency.	Design	UPDATE - This project has been bid and awarded to Walter N. Yoder & Sons. Construction will begin in the Spring and be a 9 month project.	RLS	1/29/2024
2022	2022-12-PBLD	12-22-PBLD	Prisoner Processing Improvements	American Rescue Plan Art (ARPA) funded project to remodel the prisoner processing areas of the Cumberland Police Department in the Public Safety Building	Design	UPDATE - Due to insufficient ARPA funds being allocated, this project will not proceed in FY25 and be planned for a future year. This will provide time to find an additional funding source.	RLS	1/29/2024
2022	2022-14-MISC	14-22-M	Residential Grass Mowing	Contract for mowing the residential properties within the City Limits which include blighted properties and recent demos.	Construction	NO CHANGE - Contract underway.	DTG	1/30/2024
2022	2022-15-MISC	15-22-M	Non Residential Grass Mowing	Contract for mowing the Commercial and Public Owned Properties within the City Limits. To include water tanks, City Hall, Public Safety and several others.	Construction	NO CHANGE - Contract underway.	DTG	1/30/2024

City of Cumberland, Maryland

Engineering Division - Monthly Report

Capital Projects							January 31, 2024	
Order	Project No. (New Format)	Project No. (Old Format)	Project Name	Description	Phase	Comments	Updated By	Date of Update
2022	2022-16-SHLD	2022-16-SHLD	Waverly Terrace Retaining Wall Replacement	Project to include replacement of retaining wall below road between 16 and 24 Waverly Terrace. Will include installation of storm sewer.	Planning	NO CHANGE - Currently developing preliminary cost estimate to install an inlet along Waverly to catch stormwater runoff and direct to nearby sewerline, as well as multiple repairs to retaining wall. Project on hold.	MDI	7/22/2022
2022	2022-17-UTIL	2022-17-UTIL	Fuel Bid Bid (Heating Oil)	Heating Oil bid for WRF and WFP	RFP	COMPLETE -		
2022	2022-22-PBLD	2022-22-PBLD	City Hall and Public Safety Building Elevator Upgrades	Project includes upgrades to elevators in City Hall and the Public Safety Building	Construction	UPDATE - Elevator improvements in PSB are complete. The City Hall elevator will be modernized in March/April.	RLS	1/29/2024
2022	2022-23-SWM	2022-23-SWM	Queen City Armory SWM Review	SWM Redevelopment Review for two new structures on S. Wineow St. for Queen City Armory	Review	NO CHANGE - Project is now in construction. Working with EADS and owner to determine a cost effective solution that still complies with City and State SWM guidelines	MDI	7/26/2023
2022	2022-24-BR	2022-24-BR	Fayette Street Over CSX Rail Bridge Replacement A-C-08	Design and construction of the Fayette Street Bridge (A-C-08)		UPDATE - Prime AE has been selected as the engineering consultant for this project. Design work should begin in September.	RLS	8/30/2023
2022	2022-26-SHLD	2022-26-SHLD	Massachusetts Ave and New Hampshire Ave ADA Improvements	CDBG funded project to install ADA improvements and new sidewalk on Massachusetts Ave and New Hampshire Ave between Oldtown Road and Kentucky Ave	Design	NO CHANGE - The overall preliminary design and cost estimate of this project have been finalized. The paving portion of this project was delegated to the projected FY24 paving scope. Engineering will finalize the bid package as time allows so it is ready to bid when funding is available.	JAT	4/4/2023
2022	2022-28-WFP		UCMR5	Quotes for water plant sampling of UCMR5	N/A	UPDATE - Public notification required as results are posted. A note was applied to the water bills - where space allowed. Information is updated as results are recieved on the City's website under Engineering, Drinking Water.	RJK	1/25/2024
2022	2022-29-M		Bellevue Street Brownfields Site MDE Project Review	EPATBA Program Phase I and Phase II as required to explore contaminants upon the Old Sacred Heart Hospital Site (remaining undeveloped properties)	Study	UPDATE - EPA TBA program. Work on a Phase I completed in May 2023. Phase II started August 2023. Core samples extracted on January 9. Lab analysis, data validation, and final reporting expected over the next few months. Following the EPA report - MDE will conduct a review of the Phase II and recommend development approaches.	RJK	1/25/2024
2022	2022-32-RECR		Constitution Park Trails	CDBG funded project to install mountain biking and walking recreational trails within Constitution Park	Construction Bidding	UPDATE - The design/build RFP is complete and project scope has been finalized. This project was put out to bid, and it was determined that accepting one of the bids we received was not in the City's best interest and we are rebidding the project.	JAT	11/16/2023
2022	2022-34-WTR		Fort Hill Reservoir Improvements	Project to include replacement of the liner and floating cover of the Fort Hill Reservoir	Complete	COMPLETE - Project awarded to Atlantic Lining Co, for \$703,100. Project was completed in October 2023 and final retainage invoice was paid on 11/15/23.	MDI	11/29/2023
2022	2022-35-FPM		Ridgeley Bituminous Sill Repairs	Project to include repairs to the existing bituminous sill that caps the sheet piling in the Ridgeley railyard. Part of Cumberland's Flood Control System	Planning	NO CHANGE - This project is on hold until next year due to higher than anticipated pricing from Rhinehart Railroad Co for supplemental rail and crosstie rehab work (required vendor for WMSR work)	MDI	7/26/2023
2022	2022-36-PBLD		AST Compliance at MSC	Permit compliance for the fuel tanks at the MSC	N/A	COMPLETE - Permit compliance will be met with the fuel tank replacement project 2023-14-PBLD	RJK	1/25/2024
2022	2022-38-PVG		Queen City Drive Pavement Repairs	Project to include concrete patch repairs to the concrete pavement sections of Queen City Drive	Planning	UPDATE - The Street Department has performed repairs with their maintenance budget. They will continue to do repairs in FY25 as funding/time allows.	RLS	1/29/2024
2022	2022-39-FPM		River walk and Potomac Industrial Dam Removal	Remove the industrial dam for the purposes of creating a river park with walking trails, moderate kayak course, docks for kayaks/canoes and a viewing area	Design	UPDATE - The draft PER has been submitted. Additional work will need to be completed once the USACE provides the HEC-RAS analysis for the project area.	RLS	1/29/2024

City of Cumberland, Maryland

Engineering Division - Monthly Report

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City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects							January 31, 2024	
Order	Project No. (New Format)	Project No. (Old Format)	Project Name	Description	Phase	Comments	Updated By	Date of Update

City of Cumberland, Maryland

Engineering Division - Monthly Report

Program Projects Update							#VALUE!
Order	Department	Program/Project Name	Description	Phase	Comments	Updated By	Date of Update
	PUBLIC WORKS	Curbside Recycling	Curbside recycling program started in the City of Cumberland July 1, 2014	Ongoing	NO CHANGE Outreach to residents; monthly articles in the Times-News and Facebook.	RJK	25-Jan-23
	PUBLIC WORKS	Solid Waste Management Board	County Board for planning and discussion of County-wide recycling and solid waste issues	Ongoing	NO CHANGE	RJK	25-Jan-23
	WWTP	Cumberland Pretreatment Program	City Ordinance No. 3251 regulates industrial and significant dischargers to Cumberland's sewer and POTW. There are 4 Significant Industrial Users (SIUs) permitted under this Ordinance. Program may also regulate non-significant users that pose a threat or cause problems to the system or POTW.	Regulatory	UPDATE USPI now completely CWT wastes. USPI now operating under the trade name RRCWT. Permit requires modification reviews for any new permit parameters. FCI cumberland permit due for renewal. Draft permit is under review by MDE at this time. To be re-issued March 1, 2023.	RJK	25-Jan-23
	WWTP	POTW NPDES Permit	Requirements for compliance	Annual/As Needed	NO CHANGE - Renewal application mailed June 1, 2018. Permit expires April 2020. MDE conference call took place on July 7, 2020. Draft permit received July 27th. Second DRAFT received on September 1st, with conference call taken place September 21 in regards to finalized language. Draft Permit reviewed by EPA in November; comments by EPA to MDE have triggered further drafting of sections of the Permit pertaining to primarily to the CSO program. City has retained the services of AquaLaw, specializing in wastewater regulatory/permit reviews and legal counsel. AquaLaw will participate in reviewing the next draft of the permit, any revisions that follow and the final permit; in the best interest of the City. Anticipated issue date: unknown at this time.	RJK	25-Jan-23
	WWTP/CSO	CSO Consent Decree Compliance Reporting	Reporting/Inspections	Semi-Annual/As Needed	UPDATE The next semi-annual report due July 10, 2023. Currently the Consent Decree expires October 2023. See Project No. 17-20-WWTP.	RJK	25-Jan-23
	WFP	NPDES Permit	Requirements for compliance		NO CHANGE	RJK	3-Jun-22
	Watershed	Evitts Creek Steering Committee	Cross-jurisdictional committee working on source water protection efforts.	Quarterly	UPDATE April meeting to took place on 4/21; in-person meeting at Cumberland Valley Township Building, Centerville, PA	RJK	3-Jun-22

Complete
Construction
Construction Bidding
Construction Closeout
Design
Inspection
N/A
Planning
RFP
Study
Review

File Attachments for Item:

. Maintenance Division Monthly Report for December 2023

**MAINTENANCE DIVISION REPORT
DECEMBER 2023**

Street Maintenance Report

Fleet Maintenance Report

Central Services Report

**PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
DECEMBER 2023**

- Potholes and Citizen Reports
 - 23 Service Requests Completed
 - 5 Streets and 2 Alleys Repaired
- Utility Hole Repairs
 - 2 Water Repairs
 - Material Totals:
 - 64 CY Concrete
 - 10 Tons Asphalt
- Tree Removal and Pruning
 - 26 Hazard Trees were Trimmed
 - 4 Tree's Removed
 - 19 Complaints handled and resolved
 - Tree work at park partnering with Parks Department
 - DNR Report and Permit completed and submitted to the state
- Street Cleaning Operations
 - 51 Loads Collected
 - 30 Tons of Debris to Landfill
 - 834 Miles of Streets Swept
- Sign Work
 - 10 Traffic Control Sign Repaired / Installed
 - 4 Street Name Signs Repaired / Installed
 - 3 Handicap Signs Removed / Installed
- Miscellaneous
 - Baltimore Street Underpass Cleaned 4x

- Leaf Collection:
 - 10 Loads collected In December
 - Allegany County allowed us to borrow their leaf machine to complete our pickup schedule. Our machine experienced a mechanical failure ending its use for the season.
- Queen City Drive Repair Project is moving along ahead of schedule. Currently we have repaired the outer lanes from Bedford Street to Centre Street.

**FLEET MAINTENANCE
MONTHLY REPORT
DECEMBER 2023**

DEPARTMENT	REPAIRS
Central Services	3
Community Development	0
DDC	0
Engineering	0
Fire	0
Fleet Maintenance	1
Flood	0
MPA	0
P & R Maintenance	4
Police	26
Public Works	3
Sewer	3
Snow Removal	11
Street Maintenance	36
Water Distribution	18
WFP	0
WWTP	0
In House Fleet Maintenance Projects	11
Scheduled Preventative Maintenance	11
Field Service Calls	4
Total Fleet Maintenance Projects	131
Total Repair Orders Submitted	13
Fleet Maintenance Risk Management Claims	0

CENTRAL SERVICES MONTHLY REPORT DECEMBER 2023

- **City Hall:** Changed the lights around the outside of the building for the holiday. Site visit with the contractor for the new HVAC project. Replacing the carpet and painting Tax & Utility's area. Repaired the maglock on the IT Departments door. Traced a data cable from the council offices to the IT room for IT Department. Had the four outside doors rekeyed all the same.
- **Municipal Service Center:** Installed the new time clock system for the Street, Water and Sewer, Fleet and Central Services. Made room in the new building for the Police Departments MWRAP. Took the new time clocks down and back to IT department for programming and reinstalled. Meet with the lock smith (Cumberland Glass Services) about replacing all the door locks in the building to a master key system. Installed a fire extinguisher and signs in the new building.
- **Public Safety Building:** Repaired several lights in the men's locker room that were flashing. Moved the card reader on the Property room second floor police side. Garage door contractor replaced two cables on the Fire Department side. Replaced hot water control valve for the second floor police side for the hot water baseboard. Took four tables to the Fire Department for a luncheon. Unplugged the wash bay floor drain in the Police Garage. Repaired the doors on the third floor left and right of the elevator.
- **Fire Stations #2:** Maintenance on the garage door. Cleaned the boiler and oiled the circulating pumps.
- **Downtown Area & Mall:** Helped set up for the Winter Festival. Repaired the heater in the CCPG garage office. Met with the phone company to reinstall a new phone line that had been shut off for the elevator at CCPG. Worked on the New Year's Eve event set up and clean up.
- **Traffic and Street Lights:** Reported 41 street lights for the power company to repair. Put the traffic lights in flash for Breezeline to do maintenance at the intersection of Mechanic St. and Harrison St. Turned off the traffic light for road construction, per Engineering.
- Load tested generators. December 28, 2023
- Monthly Safety Meeting – December 14, 2023
- PM's on all the pumps and motors at PSB, City Hall and MSC

File Attachments for Item:

1. Approval of the Closed, Work, and Regular Session Minutes of January 16, 2024

Mayor and City Council of Cumberland

Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, January 16, 2024; 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)(4) and (7) of the General Provisions Article of the Annotated Code of Maryland to discuss a proposal from a developer to develop parcels on the former Memorial Hospital and to discuss an additional development proposal for multiple lots within the City.

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

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

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Ken Tressler, Director of Administrative Services; Michael S. Cohen, City Solicitor



Mayor and City Council of Cumberland

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

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

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, January 16, 2024, 5:00 p.m.

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

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

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

I. CITIZENS GOVERNMENT ACADEMY DISCUSSION

Mr. Silka began the discussion about an idea he's had for a while. He explained that we do so much here, but few people know what we do, and who does what – everyone knows the Police, Fire, and Public Works Departments, but there's so much more we do. He said what he'd like to propose is a six-session Citizens Local Government Academy (CLGA), modeled after the police academy, to get people ingrained in what the City does. He provided a handout and reviewed the specifics. He said it feels that if we can get people involved we can foster better relations and more volunteerism.

There was discussion about the neighborhood groups maybe doing the academy and learning the workings of the City up front. Mr. Silka said most people only deal with the City when something is wrong, there's so much to be done just to keep things moving, with a lot of good staff that don't get the pats on the back that they deserve. He explained that he would facilitate the sessions, and have directors speak to their particular sections. He added that he'd like to have the academy up and running by early Fall.

There were lots of side discussions about this proposal, with remarks such as offers to help, it will be good PR, it will get more voices out there, and reaching out personally if need be. Mr. Silka added that it's a good way to sell our positives, and said he will have the press release in August.

II. AGENDA REVIEW 1/16/24

Mayor Morriss went over the public meeting agenda. There was discussion about Columbia Street surplus sales, and about the HVAC system for City Hall. Mr. Silka talked about the price coming in twice the amount that was estimated, and said they would move funds around. There were other random discussions going on at the same time.

III. MAYOR AND CITY COUNCIL UPDATES

Council Member Frazier talked about the HRDC and provided some background on the organization. He said they also help people (that qualify) with their taxes, and added that the HRDC has four senior centers in the County - meals they provide are wonderful – they do a lot of good in the area.

Frazier also discussed several members of Council and the Chief of Police attending an MLK Day event yesterday, and said ACM is having an MLK Day event tomorrow (provided print-outs), with two diversity training sessions regarding internal biases, morning and afternoon.

Council Member Furstenberg talked about Groundhog Day on February 2nd, 7:00 AM at City Hall, and mentioned the kids' coloring contest, hot cocoa, and cookies from M&M Bakery. The Councilman also mentioned the Barathon is looking for sponsorships, and said Friday After 5 has four events planned so far, with June 7th being the first one.

Council Member Cioni talked about the Town Hall last Friday where construction on N. Centre Street was discussed. He also mentioned that there is 2-hour free parking at the George Street Garage, with free parking after 5:00 PM and weekends. He encouraged everyone to shop local and shop often.

Council Member Marchini advised that she attended the West Side Neighborhood meeting, and said it was a good group – people were very energetic. She also mentioned that she met with the Comptroller's work group for the State of the Economy, and said it was a good meeting, with six legislative priorities.

Mayor Morriss discussed Groundhog Day, Barathon, and PACE. He stated that PACE is a good opportunity to meet with legislature in Annapolis, and said the Greater Cumberland Committee has set up meetings for Thursday. He discussed local tourism zones, an MML bill, and the hearing on Thursday.

The Mayor mentioned that he judged the robotics competition last Saturday, and said it was a wonderful event at ACM, - it's truly impressive what the programs offer to the kids. He said not only are they learning STEM and robotics, but also team building and working with others. He said the young kids' enthusiasm was great.

Mayor Morriss talked about the WMSR, saying they are in a long-term lease agreement with Georges Creek Railroad – mostly a freight-type operation, with the bulk of tourism staying with the Cumberland/Frostburg train. He discussed the Allegany Museum's annual meeting happening this weekend, Shop Small, and Baltimore Street Grill's plea for help on social media. He said the community responded and came to show their support. He stated that the ongoing construction downtown will affect different areas, but urged the community to come out, saying local businesses have earned and deserve our support during construction.

IV. PERCY PUBLIC AFFAIRS VIRTUAL UPDATE – RICHARD REINHARDT

Mr. Reinhardt discussed everything that has happened since the last time he's been together with M&CC. He advised that he will send an agenda and written comments tomorrow.

Mr. Reinhardt advised that there have been a lot of strides made since last year, and mentioned policy legislation that was put forward, tax sales and revisions to state law, and said he and some of Council spent a lot of time determining what priorities will be for this year, which will be mostly budget necessities primarily around Cumberland's infrastructure. He discussed the engineering package that was presented to the Governor during the summer, and said through that meeting they presented requests for the year, which included five capital projects. Mr. Reinhardt stated that helped continue the dialog through the fall months, and it put ourselves in a positive posture. He mentioned that he put in a series of requests that he said he knows will not be attainable due to the scale, size, and costs related. He explained they have prioritized the projects presented, and said he feels confident some of them will be on the governor's budget; however, he said we won't see a lot of priorities on the budget list, but some will be partially funded. He did mention that they are in a position to work on leveraging relationships with federal partners. He stated that the Governor and staff have been amenable, and said they are willing to help leverage their office and relationships to bring those federal dollars to Cumberland.

Mr. Reinhardt discussed the 2024 legislative session, and said he expects a very busy schedule throughout the next 90 days. He talked about the Mayor being in Annapolis this week for PACE, and advised that he will be testifying about some legislation on behalf of the MML. He stated that they have seen a strong start in Annapolis, and as of today, the MD General Assembly has introduced nearly 600 bills – over 300 pre-filed in the Senate; over 256 in the House. He explained they've already been reviewing them and flagging those which will have an impact on Cumberland, such as issues around transportation, education, and state budget.

Mr. Reinhardt advised that we are currently looking at a structural gap of \$322M, with projections showing that the deficit for this year will be substantial, and the out-years are just as bad. He said the continuing gap of growth for both FY26 and FY27 puts Maryland up to millions of dollars in deficit, and explained that gap could grow to \$1.8B in 2028 followed by \$2.1B in 2029, so the state has lots of decisions to be made.

Mr. Reinhardt advised that the Governor will be releasing his capital and operational budgets to the General Assembly, and reminded M&CC that the General Assembly this past term passed a constitutional amendment that gives unfettered power to them, where they can add and subtract from the Governor's budget. He explained that what is projected in the Governor's budget may change drastically, and said they are looking at capital impacts for Cumberland.

Mr. Reinhardt discussed revenues, saying they are continuing to grow 3.5% annually, which he said is a modest increase when compared with other Mid-Atlantic states, but said spending is just over 5% annually. He advised that through discussions, they have made several recommendations on how to reduce the gap, which is nice patchwork, but doesn't address the long-term problem. He said a recommendation was approved that will allow the state legislature to tap into the state Rainy-Day fund, which stands at about 10% of current revenues. He explained that the Affordability Committee proposal is to pump \$375M into the budget to reduce the gap, but stated he's not sure if lawmakers will do that – with the Senate having the budget first, and once passed, will go over to the House for consideration.

Mr. Reinhardt also discussed potential proposals about state-wide tax increases, which are not fully-vetted or tangibly proposed yet. He also mentioned some conjecture around I-gaming, with the money generated offsetting financial burdens.

Mr. Reinhardt opened the floor for questions.

Council Member Marchini questioned talk going around about the deficit being based off miscalculations – she asked if it's true, or is it overspending? Mr. Reinhardt stated that it's due to overspending, and said prior to Hogan's administration leaving, we had a \$5M surplus. He said the last session took the surplus and put it towards public education funding and transportation. He said there are going to be sacrifices in other areas of the budget. He added that the Comptroller released a report talking about MD's growth – we are growing at a modest pace, but spending more. He advised that he will send the report tomorrow.

Mr. Reinhardt discussed continued dedicated and mandated spending in education, with sacrifices having been made in transportation. He stated that it is a substantial amount – a lot to be cut over the next several years. He explained there were recent recommendations on ways to build revenue, including charging fees on owners of electric and hybrid vehicles, increasing tolls, and overhauling the process of prioritizing road and transit projects.

Mr. Reinhardt stated that there is a large surge of legislators talking with the Governor, letting him know they can't handle those cuts in their jurisdictions. He said the Governor had a press conference restoring \$100M in the proposed transportation cuts, with Highway User funds to be fully funded. He also mentioned that there will be a \$26M restoration of local operating transit systems, and \$28M restored in commuter bus funding to maintain service to the highest ridership routes in the state. He discussed other areas that will be getting some funding restored. He said the lingering questions is, where is that money coming from?

Mr. Reinhardt said there have been discussions about creating a Millionaire's Tax, and explained that it had been introduced previously, but didn't go anywhere. It will raise the tax 7% for those earning over a million dollars.

The discussion continued, with Mr. Reinhardt talking about watching lots of bills about tax increase, budget cuts, fees – increases across the board - if not this year, then definitely next year. He also discussed several major projects they are watching closely in the Governor's budget, particularly Evitts Creek, and said they are looking at potential money coming into that project. He said the intersection of Mechanic and Harrison is another priority that needs dedicated capital funding, and said he has already submitted paperwork requesting \$300K.

Mr. Reinhardt discussed bond bills, which he said are typically decided at the end of a 90-day session, so around March/April they will have a better assessment. He also mentioned that tomorrow they will find out where they stand with Evitts Creek, and said if successful, he will seek written letters of support in protecting and preserving that money.

Mr. Reinhardt moved on to public safety, saying there are concerns, especially around the Baltimore area, and said there will be a resurgence around re-evaluating some bills passed last year around juvenile crime. He mentioned that Governor Moore held a press conference last week naming public safety one of his top priorities.

Mr. Reinhardt discussed one of the bills that the Governor will be putting forward, which is the Office of Gun Violence Prevention, and another bill the Governor is proposing that will increase

apprenticeships to public safety. Also, he will be introducing a measure to help compensate victims of crime. Mr. Reinhardt said these are all laudable proposals, but said they have not seen any of these bills introduced yet.

Mayor Morriss thanked Mr. Reinhardt, and said the analysis of the budget will be interesting once it's released. He stated that the public safety part is critical to Cumberland as well – something that is on the top of the list. He said it's the same concerns – people more interested in reducing arrests, not necessarily reducing crime.

In answer to a question from Council, Mr. Reinhardt stated he has not heard of any discussions about layoffs or hiring freezes in agencies. He did say, however, that he would not be surprised if there is some level of cuts across the board in state agencies, which will depend on how the Governor will prioritize his budget. He said public education will be top priority, along with restoring transportation funding, public housing, and the DHCD.

Mr. Reinhardt advised that he will be happy to come back to Cumberland around the halfway point in the session and do the final review.

Mayor Morriss stated that it's a lot to absorb in a short period of time, and he and Council thanked Mr. Reinhardt for doing a good job of advocating for Cumberland.

V. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:07 p.m.

Respectfully Submitted,

Allison K. Layton
City Clerk

Minutes approved on: _____



Mayor and City Council of Cumberland

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

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

MINUTES

M&CC Regular Public Meeting
57 N. Liberty St.

DATE: January 16, 2024

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

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

Also Present: Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk; Media Representatives

IV. Statement of Closed Meeting

Mayor Morriss announced that a closed session had been held on Tuesday, January 16, 2024 at 4:00 p.m. and read into the record a summary of that session which is attached hereto and made a part of these minutes as required by Section 3-306 (c)(2) of the General Provisions Article of the Annotated Code of Maryland.

V. Presentations

1. Mayor Raymond Morriss to administer the Oath of Office to Patrol Officers Zachery Dicken, Richard Jenkins, Matthew Arnone, Levi Roberts and Brycen Rounds

Chief Ternent expressed how proud the CPD is of their new officers, spoke to the field training and Police Academy training that they have gone through, and said they are all on the job now, protecting the citizens of Cumberland. He introduced each officer, provided some personal background on each, and turned the floor over to Mayor Morriss, who read the Oath

of Office, with the officers repeating the oath. Congratulations were made all around, and photos were taken.

VI. Director's Reports

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

(A) Administrative Services

1. Administrative Services Monthly Report for December 2023

(B) Fire

1. Fire Department Monthly Report for December 2023

(C) Police

1. Police Department Monthly Report for December 2023

(D) Utilities - Flood, Water, Sewer

1. Utilities Division Flood/Water/Sewer Monthly Report for December 2023

VII. Approval of Minutes

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

1. Approval of the Work Session and Regular Session minutes of January 2, 2024

VIII. Public Comments – Agenda Items Only

No Comments

All public comments are limited to 5 minutes per person

IX. New Business

(A) Ordinances

1. **Ordinance 3970** (*1st reading*) - authorizing the transfer of 301 Columbia Street and 303 Columbia Street to Theresa E.S. Wyatt for the purchase price of \$100.

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

1. **Ordinance 3971** (*1st reading*) - authorizing the transfer of 606 Hill Street to Eliana Bennett for the purchase price of \$150.

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

(B) Orders (Consent Agenda)

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

Order 27,388 - accepting the equipment and installation estimates from G-Technologies, Inc. to upfit three (3) 2023 Ford Police Interceptor Vehicles at a total cost not to exceed \$41,107.47

Order 27,389 - authorizing the execution of a reimbursement and release agreement with Columbia Gas for the restoration work on portions of Baltimore Street and Altamont Terrace for a lump sum payment to the City of \$37,389.20

Order 27,390 - accepting the bid from Walter N. Yoder & Sons for the City Hall HVAC Improvements project (City Project 2022-11-PBLD) for the replacement of the HVAC system in the City Hall Building in the amount not to exceed \$2,189,500

X. Public Comments

Max Greene, 505 Patterson Avenue, President of West Side Neighborhood Association, asked for support from M&CC for restoration of an abandoned playground on the corner of Ritchie Street and Fairmont Avenue, to give the children a space to gather and play. He provided a little background on the City-owned park, saying the grass is being mowed by the City, but fences and courts are in poor condition, as the park has not been actively used in the last five years. He stated that he has verified with the City that there are no current plans to restore the park, said West Side wants to convert it to a more usable space, and provided details on their proposed use of the park's space. He advised that it will cost between \$12K and \$37K to restore the basketball courts, and went through their lists of wants for the park. He stated that tomorrow they will be meeting with Mr. Silka and Parks & Rec to go over this a bit more, and said they will submit an application for CDBG funding. He said he would like to present a better and more comprehensive plan at some time in the future after their meeting with Mr. Silka and Parks & Rec.

Mayor Morris stated that M&CC had been made aware of this project in the last month, which was appreciated. He said this is a park that has not been utilized in a while, and they look forward to working on a plan over the next few years to restore the park. He said Mr. Greene has taken a very important step in taking the community's input for what they want/need at the park. He added that he hopes the West Side Neighborhood Association can be used as a template for other programs. M&CC thanked Mr. Greene and said it's a great idea.

All public comments are limited to 5 minutes per person

XI. Adjournment

With no further business at hand, the meeting adjourned at 6:40 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____

File Attachments for Item:

1. Ordinance 3970 (*2nd and 3rd readings*) - authorizing the transfer of 301 Columbia Street and 303 Columbia Street to Theresa E.S. Wyatt for the purchase price of \$100

ORDINANCE NO. 3970

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF THERESA E.S. WYATT FOR THE PURCHASE OF THE PARCELS OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 301 COLUMBIA STREET AND 303 COLUMBIA 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 two certain parcels of real property located at 301 Columbia Street and 303 Columbia Street, Cumberland, MD 21502 (the "Properties");

WHEREAS, the Properties were declared surplus under the terms of Order No. 26,757, passed by the Mayor and City Council on February 16, 2021;

WHEREAS, the Properties were included in the solicitation for bids known as the "Request for Bids Surplus Properties Round III" but were not bid upon;

WHEREAS, the City has since received a bid for the purchase of the Properties from Theresa E.S. Wyatt (the "Purchaser") for the sum of One Hundred Dollars (\$100.00), 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 Properties for the sum of One Hundred Dollars (\$100.00) subject to the following terms and conditions:

- A. The Properties 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 _____, 2024.

Raymond M. Morriss, Mayor

ATTEST:

Allison K. Layton, City Clerk

1st reading:

2nd reading:

3rd reading:

EXHIBIT A

NO TITLE SEARCH PERFORMED

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

WITNESSETH:

That for and in consideration of the sum of One Hundred Dollars (\$100.00), Fifty Dollars (\$50.00) for each of the parcels identified below, cash in hand paid, and for other good and valuable consideration, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to Grantee, her personal representatives, heirs and assigns all of the City’s right, title, interest and estate in and to the following-described pieces or parcels of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

PARCEL ONE – 301 Columbia Street, Cumberland, MD 21502

ALL that certain lot, piece or parcel of ground known as No. 301 Columbia Street, in the City of Cumberland, Allegany County, Maryland, and being more particularly described as follows, to wit:

BEGINNING at a point on the easterly side of Columbia Street distant North 58 degrees 13 minutes West 16 feet from a point in line with the Northwest end of the brick house situated at 299 Columbia Street, and running thence with a fence line, North 67 degrees 15 minutes East 96 feet, thence North 70 degrees East 80 feet, thence North 22 degrees West 21 feet to a point extended from and in line with the center partition wall and the same extended, South 69 degrees 39 minutes West 85.6 feet to a point 13.6 feet past the front of said house, thence South 56 degrees 37 minutes West 90.7 feet to the Easterly line of Columbia Street, thence with said easterly line, South 58 degrees 13 minutes East 2.25 feet to the point of beginning.

IT BEING the same property conveyed to Mayor and City Council of Cumberland by a deed from David Goad, Sheriff of Allegany County, Maryland by dated April 16, 2010 and recorded among the Land Records of Allegany County, Maryland in Book 1694, Page 493.

PARCEL TWO – 303 Columbia Street, Cumberland, MD 21502

ALL that certain property known as 303 Columbia Street in the City of Cumberland, Allegany County, Maryland, and being part of Lot No. 23 in Hook's Addition to Cumberland, said property being more particularly described as follows:

BEGINNING for the same at a point on the Easterly side of Columbia Street, distant North 58 degrees 13 minute West 18-25/100 feet from a point in line with the Northwest end of a brick house situated at 299 Columbia Street, and running thence North 56 degrees 37 minutes East 90-7/10 feet to a point in line with the center partition wall of a double house on described property, thence with said line of said partition wall, and with same extended North 69 degrees 39 minutes East 85-6/10 feet, thence North 22 degrees West 27-5/10 feet to an iron pipe, thence South 61 degrees 13 minutes West 89-2/10 feet to an iron pipe, thence South 44 degrees 50 minutes West 94-5/10 feet to a point on the Easterly side of Columbia Street, being the point of beginning.

IT BEING the same property conveyed to Mayor and City Council of Cumberland by a deed from David Goad, Sheriff of Allegany County, Maryland by dated April 16, 2010 and recorded among the Land Records of Allegany County, Maryland in Book 1694, Page 497.

SUBJECT TO, all outconveyances, rights-of-way, covenants, restrictions and other matters of record.

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 Grantee, her personal representatives, heirs and assigns in fee simple forever.

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

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

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

I HEREBY CERTIFY, that on this _____ day of _____, 2024, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. 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 \$100.00; 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 he did not conduct a title search in connection with its preparation.

Michael Scott Cohen

File Attachments for Item:

2. Ordinance 3971 (*2nd and 3rd readings*) - authorizing the transfer of 606 Hill Street to Eliana Bennett for the purchase price of \$150

ORDINANCE NO. 3971

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF ELIANA BENNETT FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 606 HILL 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 606 Hill Street, 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 "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 Eliana Bennett (the "Purchaser") for the sum of One Hundred Fifty Dollars (\$150.00), 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 Hundred Fifty Dollars (\$150.00) 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 _____, 2024.

Raymond M. Morriss, Mayor

ATTEST:

Allison K. Layton, City Clerk

1st reading:

2nd reading:

3rd reading:

EXHIBIT A

NO TITLE SEARCH PERFORMED

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

WITNESSETH:

That for and in consideration of the sum of One Hundred Dollars (\$100.00), cash in hand paid and for other good and valuable consideration, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to Grantee, her personal representatives, heirs and assigns all of the City’s right, title, interest and estate in and to the following-described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL that lot or parcel of ground lying and being on the Westerly side of Hill Street in the City of Cumberland, Allegany County, Maryland, particularly described as follows:

BEGINNING at a stake standing at the end of 716 feet on the first line of the lot or parcel of ground conveyed by Bene S. Pigman, Trustee unto Thomas Shriver by deed dated May 10, 1839 and recorded in Liber W, folio 583, Allegany County Land Records, said place of beginning being also the end of the second line of the lot conveyed by Elizabeth Roeder to Ferdinand Hirsch and wife by deed dated September 19, 1903 and recorded in Liber 93 Folio 502, of said Land Records, and running thence with the third line of the last mentioned lot, South 58 degrees 35 minutes East 522 1/4 feet, thence North 30 degrees 10 minutes East 120 feet, thence South 58 degrees 35 minutes East 165 ½ feet, thence South 60 1/4 degrees East 134 ½ feet to the Westerly side of Hill Street (a street 30 feet wide laid out and located in Thomas Shriver’s Addition to Cumberland, said Westerly side of said street being parallel to and 157 feet measured in a westerly direction from the westerly side of Market Street in said Addition), and running thence with Hill Street, Northerly 30 degrees 10 minutes East 148 feet to the division fence and stone wall between the property hereby conveyed and that belonging to John Lippold; and running thence with said fence and wall, North 33 degrees 20 minutes West 1,000 feet to the end of 24 feet on said first line of the lot conveyed by Pigman, Trustee to Shriver, as aforesaid, and with it South 23 degrees, 12 minutes West 692 feet to the beginning.

EXCEPTING, HOWEVER a tract of land conveyed to Joseph Forbeck, et ux dated January 9, 1981 and recorded in Liber 519 folio 617 among the Land Records of Allegany County, Maryland, containing 1.75 acres and subject to the right of way conveyed in said deed. Also excepting that piece or parcel of land conveyed unto John Joseph Rinehart and Bertha Alice Rinehart dated December 11, 1996 and recorded in Liber 644, Folio 620 among the Land Records of Allegany County, Maryland.

IT BEING the same property described in the deed from Jason L. Bennett to the City dated September 5, 2014 and recorded among the Land Records of Allegany County, Maryland in Book 2080 Page 305.

SUBJECT TO, all outconveyances, rights-of-way, covenants, restrictions and other matters of record.

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 Grantee, her personal representatives, heirs and assigns in fee simple forever.

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

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

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

I HEREBY CERTIFY, that on this ____ day of _____, 2024, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. 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 \$100.00; 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 he did not conduct a title search in connection with its preparation.

Michael Scott Cohen

File Attachments for Item:

. Order 27,391 - declaring Cumberland Police Department Unit #4 (2015 Ford Interceptor) surplus for sale or scrap

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

ORDER NO. 27,391

DATE: February 6, 2024

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

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

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

<i>Unit</i>	<i>Department</i>	<i>Vehicle</i>	<i>VIN / Serial No.</i>
4	Police	2015 Ford Interceptor	1FAHP2MKFG128010

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: February 6, 2024

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

Item Title: Surplus 2015 Ford Interceptor

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

Recommendation to declare Cumberland Police Department Unit #4 (2015 Ford Interceptor, MD reg LG99144, Vin# 1FAHP2MKFG128010) surplus for sale or scrap.

Amount of Award:

Budget number:

Grant, bond, etc. reference:

File Attachments for Item:

. Order 27,392 - approving the amendment of Order 26,961 by increasing the ARPA funding allocation for the HVAC Improvement at City Hall (\$115,278) and decreasing the ARPA funding allocation to Promoting the Community (\$1,177) and Prisoner Processing Improvements (\$114,101)

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

ORDER NO. 27,392

DATE: February 6, 2024

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

THAT, the Mayor and City Council of Cumberland hereby amend the City of Cumberland Order No. 26,961, approving an increase of ARPA funding allocation of \$115,278 to HVAC Improvement at City Hall and decreases of ARPA funding allocation of \$1,177 to Promoting the Community and \$114,101 to Prisoner Processing Improvements.

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

Purpose	Category	Amended Allocation
Promoting the Community	Investments in Housing and Neighborhoods	\$ 32,386
Prisoner Processing Improvements	Respond to the Health Emergency	\$ 62,099
HVAC Improvement at City Hall	Respond to the Health Emergency	\$1,415,278

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: February 6, 2024

Key Staff Contact: Ken Tressler

Item Title:

American Rescue Plan Act (ARPA) –Approval of ARPA funding adjustment for two community programs.

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

Due to the total project cost for the HVAC improvement at City Hall, this amendment increases funding to that project by \$115,278. Promoting the Community project is complete and the Prisoner Processing Improvement is delayed beyond ARPA project dates, therefore this amendment decreases the funding to those programs by \$1,177 and \$114,101, respectively, to align funding with the level of activity.

An order approving an increase of ARPA funding allocation of \$115,278 to HVAC Improvement at City Hall and decreases of ARPA funding allocation of \$1,177 to Promoting the Community and \$114,101 to Prisoner Processing Improvements.

- Increase HVAC improvement at City Hall from \$1,300,000 to \$1,415,278.
- Decrease Prisoner Processing Improvements from \$176,200 to \$62,099.
- Decrease Promoting the Community from \$33,563 to \$32,386.

The table below illustrates the total ARPA funding after amendment.

Purpose	Category	Amended Allocation
Promoting the Community	Investments in Housing and Neighborhoods	\$ 32,386
Prisoner Processing Improvements	Respond to the Health Emergency	\$ 62,099
HVAC Improvement at City Hall	Respond to the Health Emergency	\$1,415,278

Remaining Projects

Purpose	Allocation			
	Budgeted	Allocated Interest Earned	Utilized ARPA Budget	Remaining
American Rescue Plan Act (ARPA)				
Respond to the health emergency				
Community Programs				
DDC Assistance to Small Businesses	\$ 183,500		\$ 52,750	\$ 130,750
Community Development Property Improvement	\$ 264,960		\$ 120,608	\$ 144,352
Affordable Housing Assistance	\$ 410,516		\$ 172,589	\$ 237,927
Demolition Assistance	\$ -		\$ -	\$ -
Skate Park - Mason Rec Complex	\$ -	\$325,000	\$ -	\$ 325,000
Constitution Park General Infrastructure	\$ -	\$ 70,000	\$ -	\$ 70,000
Constitution Park Trail	\$ -	\$ 80,000	\$ -	\$ 80,000
PPE				
HVAC Improvement at City Hall	\$ 1,415,278	\$ 70,613	\$ 4,950	\$ 1,480,941
Infrastructure Investments				
South End & Industrial Blvd Water Mains	\$ 4,891,188		\$ 221,664	\$ 4,669,524
Replace 4" Water Lines with 6" (City-Wide)	\$ 182,264		\$ 105,037	\$ 77,227
Total:	\$ 7,347,706	\$545,613	\$ 677,598	\$ 7,215,721

Promoting the Community – requested by Melinda Kelleher and Chief Ternent

During the pandemic, heeding COVID prevention guidelines, these events came to a halt. The city then saw the absence of these events as being detrimental to the community. One concept of ARPA as cited in the Department of Treasury ARPA Guidelines, allows for programs to increase tourism and the use of hospitality to promote the community. To promote community togetherness, some of these events were replaced with virtual programs. As the community started to reopen and have more public events and then again began to close due to a resurgence, we have discovered several deficiencies in our ability to provide support to such events.

To address this, CPD, in partnership with the DDC, purchased a portable stage and sound system. This stage and sound system can be moved about town and lent out to community groups to help them conduct quality events and promote a health community. In addition to checking the community outreach box, we also check the transmission reduction box as this equipment will be utilized for outdoor events. This project is complete at a total cost of \$32,386.

Prisoner Processing Area Improvements

As part of normal operations at CPD, officers bring prisoners into the building via the garage where they are taken to the processing room, intoximeter room, interview room, or cells, depending on the needs of the investigation. These areas are located within the patrol area where the prisoners, although handcuffed, intermingle with officers and civilian employees. During the pandemic this was found to be a significant problem with COVID patients being brought into the police station.

To address this, CPD would use ARPA funds to remodel the patrol area of the police station to allow for an isolated prisoner area. The concept is prisoners would have their own entrance and once inside they would be isolated from the rest of the police station putting only personnel who must have contact at risk. This allows for better prisoner control, reduce escape risks, and reduce the chance of disease spread. This project has been determined to be unable to be completed within the funding amount and timeline to complete the expenditures. However, a new prisoner transport van with biohazard prisoner compartments to reduce the spread of disease was purchased to replace the existing 2001 prisoner van that is in bad condition. One-time budget of \$110,200 to improve the CPD facility and \$66,000 to purchase a new prisoner van for a total of \$176,200.

HVAC repairs at City Hall & Public Safety Buildings

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

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

Amount of Award: \$0.00

Budget number: N/A

Grant, bond, etc. reference: ARPA

File Attachments for Item:

. Order 27,393 - authorizing the execution of a grant agreement with Maryland Department of Housing and Community Development for \$30,000 in grant funds to the City to be used for commissioning a study to implement connectivity between local attractions and services

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

ORDER NO. 27,393

DATE: February 6, 2024

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

THAT, the Mayor be and is hereby authorized to execute a grant agreement with the MD Department of Housing and Community Development (DHCD) regarding DHCD's provision of a total amount not-to-exceed Thirty Thousand Dollars (\$ 30,000) in grant funds to the City to be used to commission a study to implement connectivity between local attractions and services; and

BE IT FURTHER ORDERED, that the City Comptroller be and is hereby authorized to accept these funds.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: 2/6/24

Key Staff Contact: Ruth Davis - Rogers

Item Title: Approval of DHCD OAG-TAG 2024 Grant; "Improving Connectivity for Visitors in Downtown Cumberland"

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

Acceptance of \$30,000 in funding from DHCD OAG-TAG 2024 Grant: Improving Connectivity for Visitors in Downtown Cumberland. Heritage tourism is important to Cumberland. Local attractions & services, attract 1,000's of visitors per year. Funding was applied for and awarded to hire a consultant which will create a wayfinding plan on how to improve connectivity between attractions.

Amount of Award: \$30,000

Budget number:

Grant, bond, etc. reference: DHCD OAG-TAG-2024-Cumberland-00403

Approval
Sgr.

**OPERATING ASSISTANCE GRANT PROGRAM
GRANT AGREEMENT**

This Grant Agreement (this "**Agreement**"), by and between the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, a principal department of the State of Maryland ("**DHCD**"), and MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND BY AND THROUGH CANAL PLACE PRESERVATION & DEVELOPMENT AUTHORITY (the "**Grantee**"), is entered into as of the date it is executed by DHCD (the "**Effective Date**").

RECITALS

WHEREAS, Grantee has applied to DHCD for a grant under the Operating Assistance Grant Program (the "**Program**"). The Program includes (i) Operating and Technical Assistance Grants ("**TAG Grants**"), pursuant to §4-211 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended and the Code of Maryland Regulations ("**COMAR**") 05.11.01; and (ii) Main Street Improvement Program Grants ("**MIP Grants**"), pursuant to §6-102 of the Housing and Community Development Article of the Annotated Code of Maryland, COMAR 5.13.02, and DHCD's general authority to administer and implement programs, pursuant to §2-102 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended. The provisions of the Annotated Code of Maryland and the related regulations are referred to herein collectively as the "**Act**."

WHEREAS, the purpose of the TAG Grants is to enable eligible nonprofit organizations, local governments, local development corporations and local development agencies to obtain or provide advisory, consultative, training and educational services to initiate or enhance community development and commercial revitalization activities to bring reinvestment and economic revitalization to their communities.

WHEREAS, the purpose of the MIP Grants is to promote the development and revitalization of business districts in local jurisdictions through a grant to a local government designated as a Main Street Maryland community, a Baltimore Main Street, or a nonprofit Main Street organization, with the support of the local government.

WHEREAS, in reliance upon the representations and certifications contained in the Grantee's application for grant assistance dated May 10, 2023 (the "**Application**"), DHCD has approved an award of **TAG Grant** funds to the Grantee, to be expended by the Grantee in accordance with the requirements and provisions of this Agreement, the Program, DHCD's Program Policy Guide, as amended from time to time (the "**Guide**"), and the Act.

IN CONSIDERATION of the mutual promises and covenants contained in this Agreement, DHCD and Grantee agree as follows:

1. **Specific Purpose.**

The purpose of this Agreement is to provide the Grantee with financial assistance to pay for the activities (the "**Project Activities**") set forth in **Exhibit A** attached hereto (the "**Project**"). Upon request by the Grantee, the Department, in its sole discretion, may modify the Project Activities and/or the Project by providing prior written notice to Grantee of such modification.

2. **Grant Amount.**

(a) DHCD agrees to provide Grantee with a grant from the Program in a total amount not to exceed Thirty Thousand and 00/100 Dollars (\$30,000) (the "**Grant**").

(b) The **Grant** shall be disbursed in accordance with Section 6 of this Agreement and as set forth in the budget (the "**Budget**") set forth and attached as Exhibit B of this Agreement.

3. Grantee Contribution.

The Secretary of DHCD has made a determination to waive the Grantee contribution pursuant to COMAR 5.11.01.11(D) and COMAR 5.13.02.12.

4. Grant Period.

The **Grant** shall be disbursed over a one year term (the "**Grant Period**"). The Grant Period is deemed to commence on the Effective Date. The Department, in its sole discretion, may extend the Grant Period by providing prior written notice to the Grantee of such extension.

5. Expenditure of the Grant.

Grantee agrees to use the Grant funds only for the approved Project and in accordance with the Budget. All expenses to be paid with the Grant shall be paid in a manner satisfactory to DHCD, prior to the expiration of the Grant Period. The Grantee shall expend the Grant only for the categories of activities set forth in the Budget. Grantee shall use the Grant in accordance with the provisions of the Act, the Guide, and this Agreement.

6. Disbursement of the Grant.

(a) Requests for disbursement of the Grant shall be in writing upon forms provided by DHCD. During the term of this Agreement, each request for disbursement from the Grantee shall contain the information required by DHCD, including but not limited to the status of the Project, goals achieved, expenditures made against the Budget and expected Project activity to be completed prior to submitting the next disbursement request.

(b) Requests for disbursement of Grant funds must be accompanied by a statement that the representations, certifications, and other matters contained in the Application and this Agreement are, and remain, true and complete in all material respects. Disbursement requests may seek funds to pay for certain projected costs anticipated to be incurred as well as reimbursement for costs incurred on or after the date of the Application. DHCD shall have the right at any time to request that the Grantee provide additional supporting documentation with any request for disbursement.

(c) All disbursements of the Grant are subject to the availability of funds from the Program during the Grant Period.

(d) Disbursements of the Grant may be made at any time after the Effective Date, subject however, to the satisfaction of any special conditions set forth in Exhibit C.

(e) DHCD reserves the right to make disbursements contingent upon completion by Grantee of the Project Activities, in a manner acceptable to DHCD. Grantee shall indicate on each disbursement request all costs for which payment is requested.

(f) DHCD reserves the right not to disburse all or any portion of the Grant if, in the sole determination of DHCD: (i) Grantee has failed to supply any material fact in a disbursement request; (ii) Grantee's disbursement request, when combined with all prior disbursement requests, exceeds the total amount of the Grant; (iii) Grantee is in default of the terms of this Agreement; or (iv) the Project is not proceeding to the satisfaction of DHCD.

(g) If Grantee is not a local government or jurisdiction, Grantee may use a portion of the Grant funds for reimbursement of indirect costs. The indirect cost reimbursement rate is: (i) equal to the indirect cost reimbursement rate Grantee receives from a federal agency or another State of Maryland ("State") agency, if applicable; or (ii) up to 10% of the costs that would be considered modified total direct costs under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards adopted by the Office of Management and Budget in 2 C.F.R. 200 and any related guidance published by the Office of Management and Budget. The indirect cost reimbursement rate applies to the portion of the Grant, if any, that is for the provision of services.

7. Default and Remedies.

(a) A default shall consist of a breach of any covenant, agreement, term or certification in this Agreement, including a determination by DHCD that (i) the Grantee has expended all or any portion of the Grant for purposes other than as set forth herein; (ii) the Grantee has expended all or any portion of the Grant other than in accordance with the permitted categories of activities set forth in the Budget or as otherwise authorized by this Agreement; or (iii) the Grantee is not completing the Project Activities to the satisfaction of DHCD.

(b) Upon the occurrence of default, DHCD, in its sole discretion may:

- (i) Reduce or withhold subsequent disbursements of the Grant;
- (ii) Demand repayment from Grantee of the portion of the Grant previously disbursed to Grantee; and
- (iii) Terminate this Agreement.

(c) In addition to the rights and remedies contained in this Agreement, DHCD may at any time proceed to protect and enforce all rights available to DHCD by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive termination of this Agreement. Furthermore, no failure or delay of DHCD to exercise any right, power, or remedy consequent upon a default shall constitute a waiver of any such term, condition, covenant, certification, or agreement, or preclude DHCD from exercising any such right, power, or remedy at any later time or times.

8. General Requirements of Records and Reports; Inspection.

(a) Records and Inspection. Grantee shall maintain accurate financial records in a form acceptable to DHCD of all transactions relating to the receipt and expenditure of the Grant. Grantee shall maintain and shall make the financial records, books, accounts, other relevant records, administrative offices and personnel, whether full-time, part-time, consultants or volunteers, available to DHCD during reasonable work hours upon request during the term of this Agreement and for a period of not less than 3 years following termination of this Agreement.

(b) Progress Report. Grantee shall submit a written progress report within six months of the Effective Date, containing the information required by DHCD, including but not limited to the current status

of the Project, problems encountered or barriers to implementing Project activities as identified in the Budget, and plans for moving Project activity forward.

(c) Final Report. Grantee shall submit to DHCD a final report (the “**Final Report**”) which describes the progress made in fulfilling the purposes of the Grant, any problems encountered in fulfilling these purposes, as well as any other relevant factors related to the Grant as determined by DHCD. The Final Report shall also list all expenditures relating to the Grant. In addition, any completed studies, surveys, reports or other work products, if applicable, shall be attached to the Final Report. The Final Report shall be submitted to DHCD within 30 days of the expiration of the Grant Period; provided, however, that in the event Grantee submits its final request for disbursement for all remaining undisbursed Grant funds prior to the expiration of the Grant Period, the Final Report shall be submitted with such final request for disbursement.

9. Modifications.

(a) DHCD will consider reasonable modifications to the Project. Prior to a request being made to DHCD, the board of directors or other governing body of the Grantee must first approve the modification.

(b) Upon approval of the modification by the board of directors or other governing body of the Grantee, Grantee shall submit a written request for modification of the Project to DHCD. DHCD shall determine, in its sole discretion, whether to allow the requested modification.

10. Assistance from DHCD. In carrying out the Project Activities, Grantee agrees to accept assistance from DHCD, or DHCD's designee, if DHCD determines such assistance is necessary.

11. Grantee's Certifications. Grantee certifies to DHCD that:

(a) Grantee is a local jurisdiction or local government, a local development agency, a local development corporation or a nonprofit organization duly organized and validly existing under the laws of the State, is qualified to do business in the State, and has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement;

(b) This Agreement has been duly authorized, executed and delivered by the Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee;

(c) (i) A conflict of interest occurs when an employee, director, officer, board member, volunteer, or elected official (each, an “**Interested Person**”), who has a direct or indirect interest in the Grant or receives any benefit from the Grant, is involved in the selection, award or administration of the Grant;

(ii) If the use of any of the Grant funds could lead to a conflict of interest, any Interested Person must disclose his or her interest to the Grantee and, in connection with the proposed use giving rise to the conflict of interest, not participate in any aspect of the decision-making process regarding how the Grant funds will be allocated or expended, including discussion and debate as well as actual voting;

(iii) Grantee shall establish and follow a written conflict of interest policy (the “**Conflict of Interest Policy**”) that, at a minimum, must include the requirement set forth in Section 11(c)(ii). Grantee shall obtain signatures from each Interested Person on an annual basis that confirms that such Interested Person has read, understands, and will follow Grantee's Conflict of Interest Policy;

(d) The representations, statements and other matters contained in the Application are and remain true and complete in all material respects;

(e) If applicable, Grantee has obtained, or has reasonable assurances, that it will obtain, all federal, State and local government approvals, permits and reviews which may be required to accomplish the Project Activities and its goals under the Project;

(f) Grantee is not affiliated with or controlled by a for-profit organization;

(g) Grantee will comply with all applicable federal, State, and local laws, and all regulations, ordinances, and all terms and conditions established by DHCD or the State with respect to the operation of the Project;

(h) Grantee shall not use, and shall not permit others to use, the Grant funds to engage in political or legislative activities in violation of I.R.C. §501(c)(3);

(i) Grantee has complied or shall comply with all special conditions which may be imposed by DHCD; and

(j) Grantee is not subject to any current or pending bankruptcy proceeding, criminal investigation, or civil investigation by any federal, State, or local government agency for alleged violation of laws or regulations enforced by such agencies.

12. Nondiscrimination and Drug and Alcohol Free Workplace.

(a) Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical or mental disability, or age in any aspect of its projects, programs or activities.

(b) Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:

(i) Titles VI and VII of the Civil Rights Act of 1964, as amended, to the end that no person shall experience employment discrimination or be excluded from participation in, or be denied the benefits of, any program or activity for which Grantee receives financial or technical assistance from DHCD, on the grounds of race, color, or national origin;

(ii) Title VIII of the Civil Rights Act of 1968, as amended, to the end that no person shall be denied fair housing;

(iii) Title 20 of the State Government Article, Annotated Code of Maryland, as amended, which establishes the Maryland Commission on Civil Rights and prohibits discrimination in employment and residential housing practices;

(iv) DHCD's Minority Business Enterprise Program, as amended;

(v) The Governor's Executive Order 01.01.1989.18 relating to Drug and Alcohol Free Workplaces, and any DHCD or State regulations adopted or to be adopted to carry out the requirements of that Order;

(vi) The Fair Housing Amendments Act of 1988, as amended to the end that it shall be unlawful to discriminate based on race, color, religion, sex, handicap, familial status, or national origin in connection with rental, sales or financing of residential real property (as those terms are defined in the Fair Housing Amendments Act);

(vii) The Americans with Disabilities Act of 1990, as amended;

(viii) State of Maryland Governor's Code of Fair Employment Practices (as set forth in Executive Order 01.01.2007.16);

(ix) The Secretary's Policy Statement on Equal Opportunity, to the end that DHCD shall not knowingly approve grants of financial or technical assistance to recipients who are engaged in discriminatory employment practices; and

(x) All other related applicable federal and State laws, regulations, and rules.

13. Fair Practices Certification.

(a) The Grantee certifies that it prohibits discrimination on the basis of:

(i) Political or religious opinion or affiliation, marital status, color, race, sex, age, creed or national origin; or

(ii) The physical or mental disability of a qualified individual with a disability.

(b) Grantee agrees that it will not engage in the forms of discrimination set forth in this Agreement or prohibited by law.

(c) Upon the request of DHCD, Grantee shall submit to DHCD information relating to its operations, with regard to political or religious opinion or affiliation, marital status, physical or mental disability, race, color, creed, sex, age, or national origin on a form to be prescribed by DHCD.

14. Indemnification.

(a) Except in the event of DHCD's negligence or willful misconduct or the negligence or willful misconduct of DHCD's officers, agents, employees, successors and assigns, Grantee (i) releases DHCD, its agents, employees, and the Program from, (ii) agrees that DHCD, its agents, employees and the Program shall not have any liability for, and (iii) agrees to protect, indemnify and save harmless DHCD, its agents, employees and the Program from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature, including reasonable attorneys' fees, incurred by, or asserted or imposed against, DHCD, its agents, employees, or the Program, as a result of or in connection with the Project. All money expended by DHCD, its agents, employees, or the Program as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to DHCD.

(b) If Grantee is a local government or jurisdiction, the indemnification and release set forth herein applies only to the extent permitted by the laws of the State and is subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (2013 Repl. Vol.) and Md. Code Ann., Cts. & Jud. Proc. §§5-509 and 5-5A-02 (2013 Repl. Vol.), all as amended from time to time.

15. Notice Regarding Disclosure of Information Relating to the Project. DHCD intends to make available to the public certain information regarding the Project and the Grantee. In addition, DHCD may be required to disclose information about the Project to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. DHCD is also required to disclose information in response to a request for information made pursuant to §4-101 *et seq.* of the Public Information Act of the General Provisions Article, Annotated Code of Maryland (the “PIA”). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by DHCD; the terms of the financial assistance; use of funds; information contained in the Application; a copy of the Application; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee. Certain information may be exempt from disclosure under the PIA. Requests for disclosure of information made pursuant to the PIA are evaluated on an individual basis by DHCD. If Grantee believes that any of the information it has provided to DHCD is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure, the location of such information (for example, document name) and provide an explanation therefor. DHCD cannot guarantee non-disclosure of such information but may consider Grantee’s statement when responding to a request made pursuant to the PIA.

16. Notices. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

- (a) Communications to DHCD shall be mailed to:

Department of Housing and Community Development
2 North Charles Street, Suite 450
Baltimore, Maryland 21201
Attn: Alyssa Clemons, Project Manager

- (b) Communication to Grantee shall be mailed to:

Mayor and City Council of Cumberland, Maryland by and through Canal Place
Preservation & Development Authority
13 Canal Street, Room 301
Cumberland, Maryland 21502
Attn: Ruth Davis, Historic Preservation Manager/Grants Management City of Cumberland

17. Amendment. Other than modifications that are explicitly identified in this Agreement as modifications the Department may make unilaterally by providing written notice to the Grantee, this Agreement, or any part hereof, may be amended from time to time only by a written instrument executed by both of the parties.

18. Assignment. No right, benefit or advantage inuring to the Grantee and no burden imposed on Grantee under this Agreement may be assigned without the prior written approval of DHCD.

19. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State without regard to its conflict of laws provisions.

20. Effective Date. This Agreement is effective as of the Effective Date.

21. Execution. The parties agree that this Agreement may be executed by electronic signature, which shall be considered an original signature for all purposes, and shall have the same force and effect as an original handwritten signature. Without limitation, "electronic signature" shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement. This Agreement and any amendments thereto may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement or amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement or amendment and of signature pages by facsimile or by electronic transmission shall constitute effective delivery of this Agreement or amendment as to the parties and may be used in lieu of the original Agreement or amendment for all purposes.

22. **CONFESSION OF JUDGMENT.** IF THE PRINCIPAL AMOUNT OF THIS AGREEMENT, ANY INSTALLMENT OF INTEREST OR PRINCIPAL, OR ANY OTHER PAYMENT DUE UNDER THIS AGREEMENT IS NOT PAID WHEN DUE, WHETHER BY MATURITY, ACCELERATION OR OTHERWISE, EACH OBLIGOR WHO SIGNS THIS INSTRUMENT HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST IT AND IN FAVOR OF THE HOLDER OF THIS AGREEMENT, AT ANY TIME, WITHOUT A PRIOR HEARING, AND IN THE AMOUNT OF THE OUTSTANDING PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED AND UNPAID INTEREST, OUTSTANDING FEES AND LATE CHARGES, AND ALL OTHER AMOUNTS PAYABLE TO THE HOLDER UNDER THE TERMS OF THIS AGREEMENT, INCLUDING COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES INCURRED AS A RESULT OF, RELATED TO, OR IN CONNECTION WITH ANY DEFAULT UNDER THE AGREEMENT AND ANY EFFORTS TO COLLECT ANY AMOUNT DUE UNDER THE AGREEMENT OR ANY JUDGMENTS ENTERED THEREON. THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF OR BY ANY IMPERFECT EXERCISE THEREOF; SUCH AUTHORITY MAY BE EXERCISED ON ONE OR MORE OCCASIONS OR FROM TIME TO TIME IN THE SAME OR DIFFERENT JURISDICTION AS OFTEN AS HOLDER SHALL DEEM NECESSARY AND DESIRABLE, FOR ALL OF WHICH THIS AGREEMENT SHALL BE SUFFICIENT WARRANT; IF ENFORCEMENT OF THIS AGREEMENT RESULTS IN HOLDER OBTAINING A MONEY JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT, HOLDER'S RIGHT TO APPEAR AND CONFESS JUDGMENT FOR AMOUNTS DUE, INCLUDING THE PAYMENT AND REIMBURSEMENT OF REASONABLE ATTORNEYS' FEES AND COSTS ARISING AFTER THE ENTRY OF JUDGMENT (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS INCURRED TO COLLECT THE JUDGMENT OR LIQUIDATE AND COLLECT ANY COLLATERAL PLEDGED IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER GRANT DOCUMENTS) SHALL NOT BE EXTINGUISHED BY OR MERGED INTO ANY SUCH JUDGMENT BUT SHALL SURVIVE THE JUDGMENT AS A CLAIM AGAINST ANY SUCH OBLIGOR AND ANY SUCH COLLATERAL.

EACH OBLIGOR ON THIS AGREEMENT HEREBY WAIVES AND RELEASES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL PROCEDURAL ERRORS AND ALL

RIGHTS OF EXEMPTION, APPEAL, STAY OF EXECUTION, INQUISITION, AND EXTENSION UPON ANY LEVY ON REAL ESTATE OR PERSONAL PROPERTY TO WHICH SUCH OBLIGOR MAY OTHERWISE BE ENTITLED UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR OF ANY STATE OR POSSESSION OF THE UNITED STATES OF AMERICA NOW IN FORCE AND WHICH MAY HEREINAFTER BE ENACTED.

THIS SECTION 22 SHALL NOT APPLY TO LOCAL GOVERNMENTS OR JURISDICTIONS.

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IN WITNESS WHEREOF, the parties hereto have executed this document with the specific intention of creating a document under seal.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND,
MARYLAND BY AND THROUGH CANAL PLACE
PRESERVATION & DEVELOPMENT AUTHORITY

By: _____ (SEAL)

Name: Mr. Raymond M. Morriss

Title: Mayor

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By: _____ (SEAL)

Name: Carol Gilbert

Title: Assistant Secretary, Division of Neighborhood
Revitalization

Approved for form
and legal sufficiency

Effective Date

Assistant Attorney General

Exhibit A - Description of the Project Activities
Exhibit B - Project Budget
Exhibit C - Special Conditions

EXHIBIT A

OPERATING ASSISTANCE GRANT PROGRAM

PROJECT ACTIVITIES

As more fully described in Grantee's application for funds
dated May 10, 2023

GRANTEE: Mayor and City Council of Cumberland, Maryland by and through Canal Place Preservation
& Development Authority

PROJECT ADDRESS: 13 Canal Street, Room 301, Cumberland, Maryland 21502

GRANT AMOUNT: \$30,000

USE OF FUNDS: Funds will be used to support a consultant to conduct a study to create and implement
connectivity between attractions in Cumberland, Maryland.

OTHER CONTRIBUTION(S)

<u>Source of Funds</u>	<u>Amount</u>	<u>Value Derivation</u>
Canal Place Preservation & Development Authority	\$10,000	Cash

EXHIBIT B
OPERATING ASSISTANCE GRANT PROGRAM
PROJECT BUDGET

USES OF FUNDS	DHCD	Grantee	TOTALS
Study costs: consultant fees	\$30,000	\$10,000	\$40,000
TOTALS	\$30,000	\$10,000	\$40,000

EXHIBIT C

OPERATING ASSISTANCE GRANT PROGRAM

SPECIAL CONDITIONS

File Attachments for Item:

. Order 27,394 - accepting the bid of Excavating Associates, Inc. for City Project #2-22-W, South End Water Main Replacement, in the lump sum cost not to exceed \$4,396,880

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

ORDER NO. 27,394

DATE: February 6, 2024

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

THAT, the bid of Excavating Associates, Inc., P.O. Box 434, Ellerslie, MD 21529, for the South End Water Main Replacement Project (City Project No. 2-22-W) be and is hereby accepted in the lump sum cost not to exceed Four Million, Three Hundred Ninety-six Thousand, Eight Hundred Eighty Dollars and No Cents (\$4,396,880.00); and

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

Raymond M. Morriss, Mayor

Bids Received:

Company	Unit Price Cost
Excavating Associates, Inc.	\$ 4,396,880.00
Carl Belt, Inc.	\$ 4,727,355.70
First Fruits Excavating, Inc.	\$ 4,811,330.50
D&M Contracting, Inc.	\$ 6,338,000.00
Snyder Environmental Services Inc.	\$ 6,571,414.00

Budget: 002.299DS9.63000
City Funds (ARPA)

Council Agenda Summary

Meeting Date: 2/6/2024

Key Staff Contact: Robert Smith, P.E.

Item Title:

Award South End Water Main Replacement Contract, City Project # 2-22-W

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

Award South End Water Main Replacement Contract to low responsive bidder, Excavating Associates, Inc., in the lump sum cost of \$4,396,880.00.

The project includes the replacement of approximately 25,000 feet of potable water piping (6", 8", & 12") including valves, fittings, hydrants, laterals, taps, cured in place structural lining, jacking and boring, subgrade preparation, base course installation, asphalt paving, erosion and sediment control, site work, and restoration and other miscellaneous work associated with construction.

This project was advertised for bid on 12/6/23. Bids closed on 1/16/24, with five qualified bids being received. The low bidder was Excavating Associates, Inc., with an acceptable bid of \$4,396,880.00 with other bids ranged from \$4,727,355.70 to \$6,571,414.00.

The project is budgeted for this fiscal year, and utilizes City Funds (ARPA Funds).

Amount of Award: \$4,396,880.00

Budget number: 002.299DS9.63000

Grant, bond, etc. reference: City Funds (ARPA)

PROJECT INFORMATION	
Project Title:	South End Water Main Replacement
City Project:	2-22-W
Contract Length:	240 Calendar Days
BID OPENING	
Date & Time:	January 16, 2024 2:00 PM EDT
Location:	Virtual - Beacon Bid Solicitation Website

CERTIFIED BID TABULATION				
BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
Carl Belt, Inc.	D&M Contracting, Inc.	Excavating Associates, Inc.	First Fruits Excavating Inc.	Snyder Environmental Services, Inc.
11521 Milnor Ave. Cumberland, MD 21502	1868 Lions Club Road New Alexandria, PA 15670	PO Box 434 Ellerslie, MD 21529	407 Plum Run Road Ridegley, WV 26753	270 Industrial Blvd Kearneysville, WV 25430

BIDS AND ALTERNATES				Carl Belt, Inc.		D&M Contracting, Inc.		Excavating Associates, Inc.		First Fruits Excavating Inc.		Snyder Environmental Services, Inc.	
BID NO.	DESCRIPTION OF BID	UNITS	QTY.	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
BASE BID													
101	Mobilization (Equip., Materials, Bonds, Etc.)	L.S.	1	\$ 104,104.00	\$ 104,104.00	\$ 287,750.00	\$ 287,750.00	\$ 59,283.50	\$ 59,283.50	\$ 217,870.00	\$ 217,870.00	\$ 92,500.00	\$ 92,500.00
102	Construction Stakeout	L.S.	1	\$ 28,500.00	\$ 28,500.00	\$ 46,000.00	\$ 46,000.00	\$ 16,561.00	\$ 16,561.00	\$ 6,000.00	\$ 6,000.00	\$ 12,100.00	\$ 12,100.00
103	Traffic Maintenance	L.S.	1	\$ 69,630.00	\$ 69,630.00	\$ 400,000.00	\$ 400,000.00	\$ 108,837.00	\$ 108,837.00	\$ 107,750.00	\$ 107,750.00	\$ 97,500.00	\$ 97,500.00
104	Temporary Traffic Signs	L.S.	1	\$ 9,050.00	\$ 9,050.00	\$ 13,775.00	\$ 13,775.00	\$ 13,360.00	\$ 13,360.00	\$ 3,000.00	\$ 3,000.00	\$ 9,100.00	\$ 9,100.00
105	Photography and Videography of Existing Site	L.S.	1	\$ 7,250.00	\$ 7,250.00	\$ 44,275.00	\$ 44,275.00	\$ 15,816.00	\$ 15,816.00	\$ 5,000.00	\$ 5,000.00	\$ 8,500.00	\$ 8,500.00
106	Test Pit Excavation	C.Y.	250	\$ 89.00	\$ 22,250.00	\$ 70.00	\$ 17,500.00	\$ 109.14	\$ 27,285.00	\$ 150.00	\$ 37,500.00	\$ 165.00	\$ 41,250.00
107	Project Sign	Incidental	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
108	Sediment Control (SIP)	Incidental	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
109	Jack and bore 24" diameter casing 0.375 inches thickness	L.F.	154	\$ 580.00	\$ 89,320.00	\$ 708.00	\$ 109,032.00	\$ 502.00	\$ 77,308.00	\$ 500.00	\$ 77,000.00	\$ 1,615.00	\$ 248,710.00
110	Install 24" casing pipe 0.375 thickness	L.F.	32	\$ 940.00	\$ 30,080.00	\$ 1,310.00	\$ 41,920.00	\$ 490.00	\$ 15,680.00	\$ 500.00	\$ 16,000.00	\$ 315.00	\$ 10,080.00
111	Install Cured in Place 12 Structural lining	L.F.	300	\$ 520.00	\$ 156,000.00	\$ 578.00	\$ 173,400.00	\$ 528.28	\$ 158,484.00	\$ 395.00	\$ 118,500.00	\$ 460.00	\$ 138,000.00
112	Misc. Concrete Demo	Incidental	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
113	Demolition of Existing Utilities	Incidental	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
114	Grout Abandoned Water Mains	C.Y.	10	\$ 360.00	\$ 3,600.00	\$ 764.00	\$ 7,640.00	\$ 636.50	\$ 6,365.00	\$ 295.00	\$ 2,950.00	\$ 439.00	\$ 4,390.00
115	12" Dia Water Main C900 DR 14	L.F.	12258	\$ 137.25	\$ 1,682,410.50	\$ 168.00	\$ 2,059,344.00	\$ 126.00	\$ 1,544,508.00	\$ 129.00	\$ 1,581,282.00	\$ 151.00	\$ 1,850,958.00
116	12" Gate Valve with Roadway Valve Box	Each	69	\$ 4,575.00	\$ 315,675.00	\$ 5,225.00	\$ 360,525.00	\$ 4,552.00	\$ 314,088.00	\$ 4,560.00	\$ 314,640.00	\$ 5,125.00	\$ 353,625.00
117	12" x 12" x 4" Tee	Each	1	\$ 1,175.00	\$ 1,175.00	\$ 1,310.00	\$ 1,310.00	\$ 1,315.00	\$ 1,315.00	\$ 1,630.00	\$ 1,630.00	\$ 1,710.00	\$ 1,710.00
118	12" x 12" x 6" Tee	Each	39	\$ 1,240.00	\$ 48,360.00	\$ 1,385.00	\$ 54,015.00	\$ 1,426.00	\$ 55,614.00	\$ 1,380.00	\$ 53,820.00	\$ 1,770.00	\$ 69,030.00
119	12" x 12" x 8" Tee	Each	2	\$ 1,285.00	\$ 2,570.00	\$ 1,435.00	\$ 2,870.00	\$ 1,423.00	\$ 2,846.00	\$ 1,435.00	\$ 2,870.00	\$ 1,825.00	\$ 3,650.00
120	12" x 12" x 12" Tee	Each	7	\$ 1,570.00	\$ 10,990.00	\$ 1,760.00	\$ 12,320.00	\$ 1,848.00	\$ 12,936.00	\$ 1,545.00	\$ 10,815.00	\$ 2,395.00	\$ 16,765.00
121	12" - 11-1/4 degree elbow	Each	10	\$ 950.00	\$ 9,500.00	\$ 1,099.00	\$ 10,990.00	\$ 1,042.00	\$ 10,420.00	\$ 995.00	\$ 9,950.00	\$ 1,145.00	\$ 11,450.00
122	12" - 22 -1/2 degree elbow	Each	3	\$ 980.00	\$ 2,940.00	\$ 1,070.00	\$ 3,210.00	\$ 1,074.00	\$ 3,222.00	\$ 1,025.00	\$ 3,075.00	\$ 1,180.00	\$ 3,540.00
123	12" - 45 degree elbow	Each	35	\$ 1,050.00	\$ 36,750.00	\$ 1,140.00	\$ 39,900.00	\$ 1,141.00	\$ 39,935.00	\$ 1,085.00	\$ 37,975.00	\$ 1,250.00	\$ 43,750.00
124	12" - 90 degree elbow	Each	2	\$ 1,200.00	\$ 2,400.00	\$ 1,300.00	\$ 2,600.00	\$ 1,324.00	\$ 2,648.00	\$ 1,215.00	\$ 2,430.00	\$ 1,405.00	\$ 2,810.00
125	12" Connection to existing	Each	6	\$ 3,840.00	\$ 23,040.00	\$ 3,500.00	\$ 21,000.00	\$ 3,894.00	\$ 23,364.00	\$ 5,830.00	\$ 34,980.00	\$ 12,665.00	\$ 75,990.00
126	8" Connection to existing	Each	3	\$ 3,440.00	\$ 10,320.00	\$ 2,730.00	\$ 8,190.00	\$ 3,517.00	\$ 10,551.00	\$ 5,830.00	\$ 17,490.00	\$ 9,700.00	\$ 29,100.00
127	6" Connection to existing	Each	29	\$ 1,920.00	\$ 55,680.00	\$ 2,615.00	\$ 75,835.00	\$ 3,408.00	\$ 98,832.00	\$ 5,830.00	\$ 169,070.00	\$ 10,000.00	\$ 290,000.00
128	1" Connection to existing	Each	1	\$ 1,903.00	\$ 1,903.00	\$ 1,283.50	\$ 1,283.50	\$ 1,572.00	\$ 1,572.00	\$ 3,200.00	\$ 3,200.00	\$ 1,385.00	\$ 1,385.00
129	4" Connection to existing	Each	2	\$ 1,815.00	\$ 3,630.00	\$ 2,525.00	\$ 5,050.00	\$ 3,324.00	\$ 6,648.00	\$ 5,830.00	\$ 11,660.00	\$ 5,900.00	\$ 11,800.00
130	6" Blowoff	Each	0	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
131	8" Dia Water Main C900 DR 14	L.F.	22	\$ 140.00	\$ 3,080.00	\$ 157.00	\$ 3,454.00	\$ 394.00	\$ 8,668.00	\$ 145.00	\$ 3,190.00	\$ 176.00	\$ 3,872.00
132	8" Gate Valve with Roadway Valve Box	Each	2	\$ 2,625.00	\$ 5,250.00	\$ 3,215.00	\$ 6,430.00	\$ 2,781.50	\$ 5,563.00	\$ 2,475.00	\$ 4,950.00	\$ 3,030.00	\$ 6,060.00
133	8" - 45 degree elbow	Each	2	\$ 585.00	\$ 1,170.00	\$ 580.00	\$ 1,160.00	\$ 552.00	\$ 1,104.00	\$ 600.00	\$ 1,200.00	\$ 750.00	\$ 1,500.00
134	6" Dia Water Main C900 DR 14	L.F.	395	\$ 91.00	\$ 35,945.00	\$ 119.00	\$ 47,005.00	\$ 116.00	\$ 45,820.00	\$ 98.00	\$ 38,710.00	\$ 149.00	\$ 58,855.00
135	6" Gate Valve with Roadway Valve Box	Each	31	\$ 1,910.00	\$ 59,210.00	\$ 2,400.00	\$ 74,400.00	\$ 1,913.00	\$ 59,303.00	\$ 1,620.00	\$ 50,220.00	\$ 2,168.00	\$ 67,208.00
136	6" - 45 degree elbow	Each	31	\$ 450.00	\$ 13,950.00	\$ 445.00	\$ 13,795.00	\$ 430.00	\$ 13,330.00	\$ 515.00	\$ 15,965.00	\$ 565.00	\$ 17,515.00
137	6" - 22-1/2 degree elbow	Each	1	\$ 440.00	\$ 440.00	\$ 435.00	\$ 435.00	\$ 417.00	\$ 417.00	\$ 515.00	\$ 515.00	\$ 552.00	\$ 552.00
138	6" - 11-1/4 degree elbow	Each	3	\$ 445.00	\$ 1,335.00	\$ 440.00	\$ 1,320.00	\$ 421.00	\$ 1,263.00	\$ 515.00	\$ 1,545.00	\$ 557.00	\$ 1,671.00
139	6" x 6" x 4" Tee	Each	1	\$ 605.00	\$ 605.00	\$ 655.00	\$ 655.00	\$ 611.00	\$ 611.00	\$ 630.00	\$ 630.00	\$ 727.00	\$ 727.00
140	6" x 6" x 6" Tee	Each	1	\$ 650.00	\$ 650.00	\$ 710.00	\$ 710.00	\$ 648.00	\$ 648.00	\$ 650.00	\$ 650.00	\$ 776.00	\$ 776.00
141	4" Dia Water Main C900 DR 14	L.F.	29	\$ 214.00	\$ 6,206.00	\$ 114.00	\$ 3,306.00	\$ 294.00	\$ 8,526.00	\$ 166.00	\$ 4,814.00	\$ 140.00	\$ 4,060.00
142	4" Gate Valve with Roadway Valve Box	Each	2	\$ 1,600.00	\$ 3,200.00	\$ 2,115.50	\$ 4,231.00	\$ 1,656.50	\$ 3,313.00	\$ 1,400.00	\$ 2,800.00	\$ 1,845.00	\$ 3,690.00
143	4" - 45 degree elbow	Each	2	\$ 222.00	\$ 444.00	\$ 340.00	\$ 680.00	\$ 317.50	\$ 635.00	\$ 440.00	\$ 880.00	\$ 416.00	\$ 832.00
144	1" Saddle Tap	Each	1	\$ 1,028.00	\$ 1,028.00	\$ 825.00	\$ 825.00	\$ 434.00	\$ 434.00	\$ 640.00	\$ 640.00	\$ 2,000.00	\$ 2,000.00
145	1" Gate Valve with Roadway Valve Box	Each	1	\$ 515.00	\$ 515.00	\$ 905.00	\$ 905.00	\$ 538.00	\$ 538.00	\$ 570.00	\$ 570.00	\$ 390.00	\$ 390.00
146	3/4" Type "K" Copper	L.F.	200	\$ 141.50	\$ 28,300.00	\$ 74.00	\$ 14,800.00	\$ 85.20	\$ 17,040.00	\$ 100.00	\$ 20,000.00	\$ 110.00	\$ 22,000.00
147	1" Type "K" Copper	L.F.	83	\$ 91.40	\$ 7,586.20	\$ 78.00	\$ 6,474.00	\$ 86.00	\$ 7,138.00	\$ 45.00	\$ 3,735.00	\$ 115.00	\$ 9,545.00
148	2" Type "K" Copper	L.F.	102	\$ 107.50	\$ 10,965.00	\$ 106.00	\$ 10,812.00	\$ 103.50	\$ 10,557.00	\$ 70.00	\$ 7,140.00	\$ 170.00	\$ 17,340.00
149	Existing Utility Workaround (In addition to what is shown)	Each	10	\$ 1,550.00	\$ 15,500.00	\$ 4,505.00	\$ 45,050.00	\$ 3,074.50	\$ 30,745.00	\$ 10,000.00	\$ 100,000.00	\$ 1,100.00	\$ 11,000.00
150	Fire Hydrant Assembly	Each	12	\$ 9,810.00	\$ 117,720.00	\$ 10,895.00	\$ 130,740.00	\$ 7,991.00	\$ 95,892.00	\$ 9,760.00	\$ 117,120.00	\$ 8,300.00	\$ 99,600.00
151	Air Release Valve	Each	11	\$ 7,235.00	\$ 79,585.00	\$ 5,490.00	\$ 60,390.00	\$ 4,375.00	\$ 48,125.00	\$ 5,420.00	\$ 59,620.00	\$ 5,300.00	\$ 58,300.00
152	12" x 6" Reducer	Each	1	\$ 765.00	\$ 765.00	\$ 785.00	\$ 785.00	\$ 715.00	\$ 715.00	\$ 745.00	\$ 745.00	\$ 805.00	\$ 805.00
153	Trench backfill (CR-6)	Incidental	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
154	CR-6 Maintenance of Traffic	Ton	200	\$ 12.60	\$ 2,520.00	\$ 44.75	\$ 8,950.00	\$ 21.50	\$ 4,300.00	\$ 50.00	\$ 10,000.00	\$ 210.00	\$ 42,000.00
155	6" Graded Aggregate Base Course	S.Y.	11272	\$ 10.00	\$ 112,720.00	\$ 15.25	\$ 171,898.00	\$ 10.50	\$ 118,356.00	\$ 11.75	\$ 132,446.00	\$ 32.50	\$ 366,340.00
156	5 1/2" Hot Mix Asphalt Paving (Binder Course)	Ton	3395	\$ 164.00	\$ 556,780.00	\$ 216.75	\$ 735,866.25	\$ 134.10	\$ 455,269.50	\$ 156.80	\$ 532,336.00	\$ 206.00	\$ 699,370.00
157	1 1/2" Hot Mix Asphalt Paving (Surface Course)	Ton	926	\$ 147.50	\$ 136,585.00	\$ 191.75	\$ 177,560.50	\$ 154.50	\$ 143,067.00	\$ 137.00	\$ 126,862.00	\$ 445.00	\$ 412,070.00
158	2" Mill and Overlay	S.Y.	6259	\$ 22.90	\$ 143,331.10	\$ 26.25	\$ 164,298.75	\$ 31.00	\$ 194,029.00	\$ 21.50	\$ 134,568.50	\$ 42.00	\$ 262,878.00
159	Pavement Markings	Incidental	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
160	New 6" concrete curb	Incidental	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
161	Sidewalk repair	Incidental	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
162	Excavation Unclassified	Incidental	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
163	Trench Patch	Incidental	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
164	Concrete Encasement - 12 Inch	L.F.	200	\$ 117.00	\$ 23,400.00	\$ 160.00	\$ 32,000.00	\$ 66.00	\$ 13,200.00	\$ 54.00	\$ 10,800.00	\$ 155.00	\$ 31,000.00
164A	Concrete Encasement - 8 Inch	L.F.	200	\$ 117.00	\$ 23,400.00	\$ 154.00	\$ 30,800.00	\$ 66.00	\$ 13,200.00	\$ 27.00	\$ 5,400		

PROJECT INFORMATION	
Project Title:	South End Water Main Replacement
City Project:	2-22-W
Contract Length:	240 Calendar Days
BID OPENING	
Date & Time:	January 16, 2024 2:00 PM EDT
Location:	Virtual - Beacon Bid Solicitation Website

CERTIFIED BID TABULATION				
BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
Carl Belt, Inc.	D&M Contracting, Inc.	Excavating Associates, Inc.	First Fruits Excavating Inc.	Snyder Environmental Services, Inc.
11521 Milnor Ave. Cumberland, MD 21502	1868 Lions Club Road New Alexandria, PA 15670	PO Box 434 Ellerslie, MD 21529	407 Plum Run Road Ridgeley, WV 26753	270 Industrial Blvd Kearneysville, WV 25430

334	Asbuilt Survey	L.S.	1	\$ 4,200.00	\$ 4,200.00	\$ 32,860.00	\$ 32,860.00	\$ 6,826.00	\$ 6,826.00	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00
335	3/4" Tap	Each	210	\$ 920.00	\$ 193,200.00	\$ 1,655.00	\$ 347,550.00	\$ 467.50	\$ 98,175.00	\$ 1,830.00	\$ 384,300.00	\$ 2,350.00	\$ 493,500.00
336	1" Tap	Each	3	\$ 976.00	\$ 2,928.00	\$ 1,740.00	\$ 5,220.00	\$ 500.00	\$ 1,500.00	\$ 6,000.00	\$ 18,000.00	\$ 2,360.00	\$ 7,080.00
337	2" Tap	Each	1	\$ 1,550.00	\$ 1,550.00	\$ 2,405.00	\$ 2,405.00	\$ 1,085.00	\$ 1,085.00	\$ 17,000.00	\$ 17,000.00	\$ 2,765.00	\$ 2,765.00

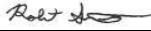
Note: D&M Contracting, Inc. for line item 130 had a unit cost of \$10,000, however there was a 0 quantity for the bid item. No change in the base bid price due to this error.

Note: The address provided does not seem to be a place of business. LPC won't change the outcome of the bid.

Carl Belt, Inc.		D&M Contracting, Inc.		Excavating Associates, Inc.		First Fruits Excavating Inc.		Snyder Environmental Services, Inc.	
Bid	✓	Bid	✓	Bid	✓	Bid	✓	Bid	✓
AoQTB	✓	AoQTB	✓	AoQTB	✓	AoQTB	✓	AoQTB	✓
ARVF	✓	ARVF	✓	ARVF	✓	ARVF	✓	ARVF	✓
Bid Bond	✓	Bid Bond	✓	Bid Bond	✓	Bid Bond	✓	Bid Bond	✓
LPC	County	LPC	N/A	LPC	N/A	LPC	County	LPC	N/A
\$	4,233,903.80	\$	5,755,000.00	\$	3,989,540.00	\$	4,403,758.50	\$	5,889,394.00
\$	493,451.90	\$	583,000.00	\$	407,340.00	\$	407,572.00	\$	682,020.00
\$	2,385,469.50	\$	3,456,000.00	\$	2,065,970.00	\$	2,657,734.80	\$	3,283,087.50
\$	7,112,825.20	\$	9,794,000.00	\$	6,462,850.00	\$	7,469,065.30	\$	9,854,501.50

BASE BID
ALTERNATE BID #1
ALTERNATE BID #2
TOTAL BID (INCLUDING ADD/ALT)

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



Robert Smith, PE

Director of Engineering

File Attachments for Item:

. Order 27,395 - accepting a Multi-Year Contract with RoadBotics in the lump sum not to exceed \$37,275 to provide the Engineering Department with the ability to assess and determine which roads require attention in order to better analyze and create a pavement improvement plan

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

ORDER NO. 27,395

DATE: February 6, 2024

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

THAT, the Multi-Year Contract (FY24 – FY28) with RoadBotics to provide the Engineering Department with the ability to assess and determine which roads require attention in order to better analyze and create a pavement improvement plan, be and is hereby accepted in the lump sum cost not to exceed Thirty-seven Thousand, Two Hundred Seventy-five Dollars and No Cents (\$37,275.00).

Raymond M. Morriss, Mayor

Budget: 001.052.48201; City Funds

Council Agenda Summary

Meeting Date: 2/6/2024

Key Staff Contact: Robert Smith, P.E.

Item Title:

Roadbotics Multi-Year Contract (FY24-FY28)

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

Accept Multi-Year Contract with Roadbotics, in the lump sum cost of \$37,275.00.

Roadbotics provides the Engineering Department with the ability to assess and determine which roads require attention in order to better analyze and create our pavement improvement plan.

The cost schedule will be as follows:

Year 1 (Paid in June 2024)	\$3,550.00
Year 2 (Paid in June 2025)	\$14,200.00
Year 3 (Paid in June 2026)	\$3,550.00
Year 4 (Paid in June 2027)	\$12,780.00
Year 5 (Paid in June 2028)	\$3,195.00

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

Amount of Award: \$37,275.00 (Over 5 Years)

Budget number: 001.052.48201

Grant, bond, etc. reference: City Funds



RoadBotics
by Michelin

PROPOSAL

Prepared For:
Cumberland, MD

By: Emily Peduto

Date: 12/12/2023

Introduction

RoadBotics, Inc. (RoadBotics) is pleased to offer its software as a service (SaaS) subscription in response to **Cumberland, MD** (Customer) – Pavement Condition Assessment and Data Reporting / Management. To RoadBotics' understanding, customer is looking to:

- Collect **142** centerline miles of image data for the roads in **Cumberland, MD**.
- Generate a comprehensive pavement assessment for the **142** centerline miles of data collected. The assessment shall be done based on automated analysis processes that offer Customer comprehensive, detailed and objective insights into the current pavement condition for all **142** centerline miles of Customer's maintained roads.
- Provide the resulting pavement assessment data in a format that enables Customer to easily use it for pavement maintenance decisions and long-term pavement planning. The data and tools provided will assist Customer in efforts to plan and budget for the appropriate pavement management approach.

RoadBotics is dedicated to providing road managers, government officials and other individuals tasked with managing and maintaining their pavement conditions with a comprehensive tool for evaluating their entire road network. Our technology is uniquely positioned to utilize advanced AI technology to automatically assess pavement conditions. This provides road managers with up-to-date information necessary for planning, maintaining, communicating and making other road-related decisions.

Deliverables
RoadSense & RoadNav Data Collection Software
<p>RoadBotics will provide access to its proprietary data collection smartphone applications RoadSense and RoadNav:</p> <ul style="list-style-type: none">• <i>RoadSense Data Collection App:</i> RoadSense is RoadBotics' proprietary app for data collection. RoadSense enables government staff to seamlessly collect the necessary 1080P high definition image data for RoadBotics pavement assessments. RoadSense users simply mount the smartphone in the windshield of any vehicle, facing forward looking out at the road surface. The driver then clicks the 'play' icon, which engages the RoadSense data collection functions in the app. The driver then drives about collecting data until the project is complete. RoadSense does not use cellular data when engaged in collection in the field and is only collecting forward facing image data. All data is stored on the local device during collection via a 100GB SD card. On average, a single day's worth of data collection will accumulate approximately 50-60GB of data per device. After the completion of data collection activities, the driver uploads the collected data to RoadBotics secure cloud. Upload can occur via wifi or ethernet connection.• <i>RoadNav Data Collection Navigation App:</i> RoadNav is RoadBotics turn-by-turn navigation app that offers government staff optimized driving routes for data collection. Routes provided by RoadNav ensures that any driver can quickly and efficiently collect all of the centerline miles of roads needed for a pavement assessment. RoadNav driving routes are broken up into daily projects to make data collection manageable and easy. A driver simply gets into the vehicle,

turns on RoadNav, selects the day's routes, and follows the turn-by-turn navigation prompts. While someone is driving and following the RoadNav routes, the RoadSense app is collecting image data for the pavement assessment. If a driver misses a roadway, RoadNav will alert the driver that they have deviated from the course. The day after completing the initial routes, operations techs check the gps coverage of the assessment. If any roads were missed, they generate and provide a set of "diff" (difference) routes to complete the coverage.

Pavement Assessment Unique Road Condition Assessment

Using the image data collected, RoadBotics will apply its proprietary machine learning analysis processes to generate the pavement assessment. This automated analysis process first involves selecting the highest quality image for every 10 feet (3 meters) of road length. The machine next scans each image, pixel-by-pixel, to determine the distress patterns present and automatically generates a 1 through 5 condition score (1 is a high quality road and 5 is very poor quality road). The 1 through 5 ratings are color coded (green to red) to maximize data visualization.

Each rated image is called a "Point Data". In the Point Data layer of the pavement assessment, the Customer will receive a comprehensive image library for every 10 feet of its road network with corresponding pavement condition ratings for each Point Data image. Each Point Data also includes the closest street address to the image, longitude/latitude, the timestamp for when that image was captured, as well as the direction the vehicle was facing when the image was captured. Figures 1.a and 1.b below show Point Data examples:



Figure 1.a Example of color-coded Point Data

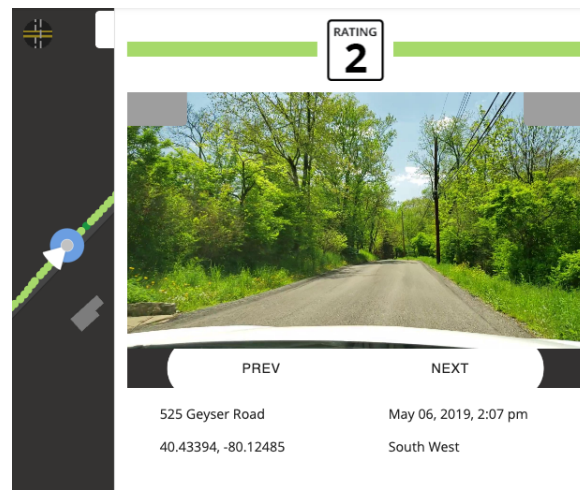


Figure 1.b Example of Point Data image and GPS coordinates

In addition to the Point Data layer, the pavement assessment includes the Segment layer, which shows the condition of the sections of the roadway. Segment ratings are generated by averaging all of the 1-5 Point Data ratings that appear along a particular segment's length. Segmentation is default based on intersection-to-intersection for our clients. Segment ratings are generated to three decimal points precision (e.g. 3.453), while Point Data ratings are always integer based (e.g 4). Figures 2.a and 2.b below show examples of the Segment Data. The Segment layer data is color-coded using the same green through red color scheme as the Point Data layer.



Figure 2.a Example of view of Segment data

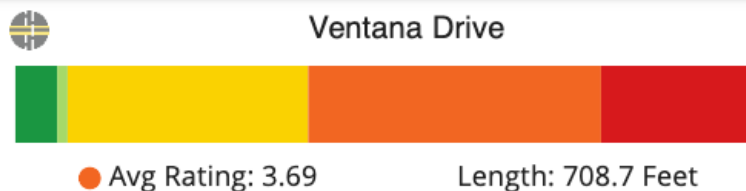


Figure 2.b Example of Point Data composition in a section of Segment data

RoadWay Platform Subscription

The comprehensive pavement assessment included in the RoadBotics Subscription consists of the Point Data and Segment Data described in the previous Pavement Condition Analysis section. The resulting pavement assessments will be provided to the Customer in three formats:

- **1-year Access to View the Pavement Assessment in RoadWay** - As part of the RoadBotics Subscription, Customer will receive 1-year access to view the pavement assessment on RoadBotics online-based data visualization platform RoadWay. RoadWay enables users to view their assessment data and make pavement management decisions on its GIS-enabled, color coded and interactive map. From RoadWay, users can view both layers of their pavement: Point Data and Segment Data. Additionally, RoadWay has other built-in features to support the pavement management and planning needs of our clients. RoadWay features include:
 - Distance and area measurement tools to calculate road widths, areas, etc.
 - Screenshot and image capture tools to easily capture and export imagery from RoadWay for use in PowerPoint presentations and written reports.
 - A 'Virtual Tour' feature where users can take a 'virtual drive' down the road, viewing each 10-foot image as it appears along the roadway.
 - A 3D mode that shows the assessment on a rotating 3D landscape, including building renderings on the interactive map.

- Four interchangeable basemaps to view the assessment (dark mode, light mode, satellite view and topographic view).
- Address search bar that enables users to zoom to specific addresses for viewing Point Data and Segment data.
- Color blindness settings to ensure maximum use by County team members with varying color vision deficiencies.

Customer will receive unlimited user access to their pavement assessment on RoadWay. Each user will receive a secure password to access RoadWay. Users can then log-in and access the pavement assessment data, including the complete image library, anywhere a designated user has a wifi connection. Using RoadWay, users can prioritize and plan road maintenance, easily pull-up and reference high definition up-to-date images of their entire road network and effectively communicate with other stakeholders in the road administration process (i.e. residents, elected officials, consultants etc.).

- **A Shapefile of Point Data and Segment Data** - In addition to accessing the pavement assessment on RoadWay, the pavement assessment data will be provided to the customer via a shapefile. The shapefile allows users to import the data into an existing GIS system or pavement management/asset management platform (e.g ESRI ArcGIS).
- **A CSV File of the Segment Data** - The editable CSV file of the pavement assessment Segment Data can be used for additional pavement planning purposes.

RoadSide Support Complete Customer Support

RoadBotics will provide Customers with ongoing access to its Customer Success team. At their convenience and need, customers may schedule online meetings with CS Team to:

- Receive data collection training and support for any data collection issues
- Receive additional training in using RoadBotics software tools (e.g. RoadWay)
- Ask further questions about the pavement assessment data
- Troubleshoot any problems faced by users of RoadBotics tools
- Provide support to help export RoadBotics pavement assessment data for integration with Customer's existing GIS system.
- Access RoadBotics wide variety of partners and clients to learn about their use of their assessment data for pavement maintenance and planning

These value-added CX services are included with the RoadBotics Subscription. Please note, however, that RoadBotics cannot and does not directly provide pavement planning or engineering services.

Point of Contact

The RoadBotics point of contact for this Proposal will be:

Emily Peduto, Business Development Manager
Pittsburgh, PA
P: 412-849-6780
E: emily.peduto@michelin.com

Multi-Year Proposal Specifics		
Start Date	Mutually agreed upon by RoadBotics and Customer	TBD
Network Mileage	The centerline mileage of the network to be assessed	142 (est.)
Subscription Term	12 months from the Start Date or from the renewal date, unless otherwise mutually agreed in writing by the Parties. The Subscription, and resulting access to the platform, will expire at the end of this Term unless renewed by Customer.	60 months
Number of Scans	The number of scans to be performed in the term of this agreement.	2 time(s)
Training	Both Parties are responsible. Delivery date is within 14 Days of contract execution or mutually agreed upon start date	Complete by: TBD
Data Collection	Customer is responsible. Under 150 centerline miles, the delivery date is within 30 days of training completion. Over 150 centerline miles the delivery date is within 40 days of training completion.	Training Dependent
Delivery Date	RoadBotics by Michelin is responsible. Under 150 centerline miles, the delivery date is within 30 days of completion of data collection upload. Over 150 centerline miles the delivery date is within 40 days of completion of data collection.	Data Collection Dependent
Any changes to the Deliverable Schedule must be mutually agreed to by both Parties in writing; provided however that any such changes shall not automatically affect the original Billing Schedule and/or Payment Terms, unless specifically provided and mutually agreed in writing by the Parties.		

Fees		
Roadway Subscription Fee	Year 1: Subscription Only (to be paid in 2024)	\$3,550.00
	Year 2: Assessment + Subscription (to be paid in 2025)	\$14,200.00
	Year 3: Subscription Only (to be paid in 2026)	\$3,550.00
	Year 4: 10% discount - Assessment + Subscription (to be paid in 2027)	\$12,780.00
	Year 5: 10% discount - Subscription Only (to be paid in 2028)	\$3,195.00
		Total: 37,275.00
Payment Terms	Customer will be invoiced in the month of Start Date. All amounts are due within thirty (30) days from the date of the invoice.	

ROADBOTICS, INC.

TERMS AND CONDITIONS

IF YOU SIGN UP FOR SERVICES, EITHER BY EXECUTING AN ORDER REFERENCING THESE TERMS AND CONDITIONS AND/OR ORDERING OR SIGNING UP THROUGH OUR WEBSITE, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS.

These terms and conditions, together with any Statement of Work (defined below) and any other documents incorporated by reference hereto (collectively, the "Agreement") is entered into by and between RoadBotics, Inc., a Delaware corporation with offices located at 322 North Shore Drive, Suite 200, Pittsburgh, PA 15212 ("RoadBotics" or "Company") and the legal entity or person ordering or using the Services ("Customer") identified in the applicable Statement of Work (either online or signable) and governs the provisions and use of such Services. RoadBotics and Customer may be referred to herein collectively as the "Parties" or individually as a "Party."

Capitalized terms not otherwise defined shall have the meanings set forth in Section 12.

1. License

- 1.1. Access Grant. Subject to the terms and conditions of this Agreement and Customer's timely payment of all applicable fees, RoadBotics hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable, limited license during the Subscription Term to access and use the Services, solely for (i) Customer's internal business purposes and the purpose of integrating the AI Assessments into Customer's products or services set forth in the applicable Statement of Work, or (ii) for sale or distribution to Project End User(s), as approved by RoadBotics in its sole discretion. Customer remains responsible for the acts and omissions of its Authorized Users under this Agreement. RoadBotics further grants to Customer a perpetual, non-exclusive, non-transferable license to use, analyze, and publish or display on its websites, any complimentary images or visualizations created by RoadBotics in conjunction with Customer Data.
- 1.2. Restrictions. Unless expressly authorized by RoadBotics in writing, Customer will not, directly, nor indirectly, allow any Authorized Users to do any of the following:
 - 1.2.1. permit any third party (excluding Authorized Users) to use the Services;
 - 1.2.2. license, sublicense, lend, sell, resell, rent, lease, assign, transfer, distribute, publish, make available or otherwise use the Services for commercial time-sharing, or commercially exploit the Services;
 - 1.2.3. disclose, release, distribute, or deliver the Company Materials, or any portion thereof to any third party without RoadBotics' prior written consent, including but not limited to any affiliate of Customer;
 - 1.2.4. directly or indirectly copy, modify or create derivative works based on the Services or cause or permit others to;
 - 1.2.5. directly or indirectly reverse engineer, translate, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of, algorithms, or method of preparation of the Services, or cause or permit others to;

- 1.2.6. access the Services in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Services;
- 1.2.7. exceed (or permit a third party to exceed) the level of access specified in a Statement of Work, or access or use content, features or functionality in Services that are not authorized for Customer's use;
 - 1.2.7.1. remove any title, trademark, copyright, proprietary, and/or restricted rights notices or labels from the Services or Documentation;
 - 1.2.7.2. make any attempt to identify any individual or obtain any Personal Information through its use of the Services;
 - 1.2.7.3. publish, enhance, or display any compilation or directory based upon information derived from the Services, including any Personal Information provided via the Services; and,
 - 1.2.7.4. use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, including without limitation anti-harassment and video voyeurism laws, and Data Protection Laws.
- 1.3. Reserved Rights. RoadBotics hereby reserves all rights in and to the Services not expressly granted in this Agreement. Nothing in this Agreement shall limit in any way RoadBotics's right to develop, use, license, create derivative works of, or otherwise exploit the Services or to permit third parties to do so. Nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Services.
- 1.4. Customer Data.
 - 1.4.1. As between RoadBotics and Customer, Customer shall own all Customer Data. Customer shall be solely responsible for the accuracy, quality, integrity, and legality of Customer Data and of the means by which Customer acquires and discloses Customer Data. Customer hereby grants to RoadBotics a worldwide, non-exclusive, limited-term license to access, analyze, use, host, copy, transmit, process, and publish or display Customer Data as necessary for RoadBotics to provide the Services to Customer in accordance with this Agreement. Customer hereby grants to RoadBotics a non-exclusive, royalty-free perpetual license to (i) use Customer Data in order to provide, monitor, enhance and improve RoadBotics' services; and (ii) use all Customer Data that does not include Personal Information for statistical, analytical or aggregate use, including for improving RoadBotics' services. Subject to the licenses granted herein, RoadBotics acquires no right, title, or interest from Customer under this Agreement in or to Customer Data.
 - 1.4.2. The Services can be used by Authorized Users to access and process Customer Data in order to generate reports, analyses, documents, and/or results, including AI Assessments. If Customer chooses to save such output, it will be saved as Customer Data in Customer's account. Upon any termination, RoadBotics will make all Customer Data available to Customer for electronic retrieval for a period of sixty (60) days, but thereafter RoadBotics may, but is not obligated to, delete stored Customer Data (unless otherwise required by applicable law). RoadBotics will not access Customer Data except in accordance with (a) the licenses granted to RoadBotics in this Section 1.4; and (b) in compliance with Sections 3.2 (compelled disclosure) and 6 (Processing Personal Information).

The foregoing provisions of this Section 1 are for the benefit of RoadBotics, its subsidiaries, affiliates and its third-party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

2. Payment.

- 2.1. Payment Terms. Customer shall pay RoadBotics for the Services set forth in the Statement of Work. Customer shall make all payments hereunder in US dollars on or before the due date(s) set forth in the Statement of Work. Any payment obligations hereunder are non-cancelable and non-refundable. It is understood that any early termination or cancellation of this Agreement by Customer (to the extent permitted by applicable law) shall not result in an obligation to return any portion of the fees paid.
- 2.2. Late Payment. If Customer fails to make any payment when due, in addition to all other remedies that may be available: (i) RoadBotics may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse RoadBotics for all reasonable costs incurred by RoadBotics in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 30 days following written notice thereof, RoadBotics may discontinue the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Customer or any other person by reason of such discontinuation of delivery of Services.
- 2.3. Taxes. All fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on RoadBotics' income.

3. Confidential Information

- 3.1. Confidential Information. During the Term, either Party may disclose or make available to the other Party information about its non-public business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, technical information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, whether or not marked, designated, or otherwise identified as "confidential" together with any modifications, improvements, updates and customizations thereof (collectively, "Confidential Information"). Without limiting the foregoing, for purposes of this Agreement, the Company Materials and Services will be deemed Confidential Information of RoadBotics. Confidential Information does not include information that, at the time of disclosure is: (i) in the public domain; (ii) known to the receiving Party at the time of disclosure; (iii) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (iv) independently developed by the receiving Party.
- 3.2. Permitted Disclosure. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees and agents who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent

required in order to comply with the order of a court of competent jurisdiction or authorized governmental authority, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or to establish a Party's rights under this Agreement, including to make required court filings.

3.3. Return of Confidential Information. Except as otherwise set forth in this Agreement, on the expiration or termination of the Agreement, the receiving Party shall return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and, upon request, confirm in writing to the disclosing Party that such Confidential Information has been destroyed.

3.4. Data Protection Laws. Nothing in this Section 3 shall be interpreted as waiving a Party's obligations to comply with applicable law, including Data Protection Laws and similar laws.

4. Intellectual Property Ownership

4.1. Services. Customer acknowledges that, as between Customer and RoadBotics, RoadBotics owns all right, title, and interest, including all modifications, enhancements, and intellectual property rights, in and to the Services (including Company Products and Company Materials and all intellectual property embodied or practiced therein). Customer further acknowledges that: (a) the Services collectively and individually constitute original compilations protected by United States copyright laws; (b) RoadBotics has dedicated substantial resources to collect, manage, and compile the Services; and (c) the Services constitute trade secrets of RoadBotics. RoadBotics may terminate this Agreement without advance notice to Customer or an opportunity for Customer to cure and without further obligation or liability if Customer contests any of RoadBotics' right, title, or interest in or to the Services, including without limitation, in a judicial proceeding anywhere throughout the world.

4.2. Feedback. RoadBotics shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer relating to the Services.

5. Security

5.1. Data Security. Customer shall use all reasonable legal, organizational, physical, administrative, and technical measures, and security procedures to safeguard and ensure the security of the Company Materials and to protect the Company Materials from unauthorized access, disclosure, duplication, use, modification, or loss.

5.2. RoadBotics Security obligations. Customer acknowledges that Services will be hosted and delivered from a data center operated by Google or another provider which is subject to industry-standard external auditing. (The audit certifications maintained by RoadBotics' current data center are available at <https://cloud.google.com/terms/data-processing-terms>.) Such a data center will maintain a written information security program incorporating reasonable administrative, physical and technical safeguards, and compliant with all applicable privacy and data security laws and regulations, to protect the security and integrity of Services.

5.3. Customer Security obligations. Customer shall maintain commercially reasonable security procedures for the transmission of Customer Data to Services. Customer shall notify RoadBotics promptly of any suspected security breach regarding its transmissions

to or from the Services. Customer shall not (a) breach or attempt to breach the security of the Services or any network, servers, data, computers or other hardware relating to or used in connection with the Services or belonging to or used or leased by any other customer of RoadBotics or any third party that is hosting or interfacing with any part of the Services; or (b) use or distribute through the Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Services or the operations or assets of any other customer of RoadBotics or any third party

- 5.4. Access Suspension. If RoadBotics believes there is a risk that may interfere with the proper continued provision of the Services, it may immediately suspend, filter, block access to or take other appropriate action, including mitigation of risk, to protect the integrity of the Services. If RoadBotics makes a commercially reasonable determination that Customer or any Authorized User is misusing the Services by bypassing or attempting to bypass any security features, launching denial of service attacks, disabling security devices, using any malware or otherwise gaining or attempting to gain unauthorized access to the Services, reverse engineering any component of the Services or is or may be engaged in illegal activity, then RoadBotics may suspend or permanently terminate the misusing entity's access to the Services without penalty.

6. Processing of Personal Information

- 6.1. Customer is solely responsible for informing RoadBotics in the relevant Statement of Work whether Personal Information processed as part of the Services is subject to Data Protection Laws. The Parties agree to enter into appropriate contractual provisions that may be necessary to comply with such laws.
- 6.2. To the extent RoadBotics acts as a processor or service provider, as defined under Data Protection Laws, RoadBotics shall comply with the following:
- 6.2.1. RoadBotics shall comply with all obligations applicable to RoadBotics under Data Protection Laws and shall provide the same level of privacy and security protection as is required by Data Protection Laws.
- 6.2.2. RoadBotics shall not Sell or Share Personal Information as those terms are defined under Data Protection Laws.
- 6.2.3. RoadBotics shall only process Personal Information on Customer's documented instructions as necessary for the provision of the services, except to the extent further processing is required or permitted by Data Protection Laws or other applicable laws to which RoadBotics is subject.
- 6.2.4. RoadBotics shall not process Personal Information outside of the direct business relationship between Customer and RoadBotics, or for RoadBotics own commercial purposes.
- 6.2.5. RoadBotics shall not combine Personal Information regarding an individual that RoadBotics receives from, or on behalf of, Customer with Personal Information that it receives from, or on behalf of, another person, or collects from RoadBotics' own interaction with the individual, provided that RoadBotics may combine Personal Information as permitted under Data Protection Laws.
- 6.2.6. RoadBotics may disclose Personal Information only to RoadBotics' subcontractors pursuant to a written contract that includes terms providing the same level of protection of the Personal Information as those set forth in these Terms and Conditions, and solely to enable RoadBotics to provide the services for Customer's benefit.

- 6.2.7. RoadBotics shall: (i) implement appropriate organizational and technical measures to protect the security of Personal Information and systems from unauthorized access, destruction, use, modification, or disclosure and (ii) require by contract that any non-affiliated third party that RoadBotics' discloses Personal Information to shall implement and maintain reasonable security procedures and practices appropriate to the nature of the Personal Information and to protect the Personal Information from unauthorized access, destruction, use, modification, or disclosure.
- 6.2.8. RoadBotics shall promptly notify Customer if RoadBotics determines that it can no longer meet its obligations under Data Protection Laws.
- 6.2.9. RoadBotics grants Customer the right to take reasonable and appropriate steps to ensure that RoadBotics uses Personal Information transferred to RoadBotics in a manner consistent with Customer's obligations under Data Protection Laws. Customer may, upon reasonable notice to RoadBotics, take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Information.
- 6.2.10. RoadBotics shall notify Customer in writing or electronically if RoadBotics receives a request to exercise privacy rights from an individual relating to that individual's Personal Information (a "Privacy Rights Request"). RoadBotics shall not otherwise communicate with an individual regarding his or her Privacy Rights Request. RoadBotics shall, in a manner consistent with the nature and functionality of the services provided in the Agreement and RoadBotics role as a Service Provider, provide reasonable support to Customer to enable Customer to respond to a Privacy Rights Request under Data Protection Laws.
- 6.2.11. RoadBotics will allow, and cooperate with, reasonable assessments by Customer or Customer's designated assessor or RoadBotics may arrange for a qualified and independent assessor to conduct an assessment of RoadBotics' policies and technical and organizational measures in support of RoadBotics' obligations under Data Protection Laws. Vendor shall provide a report of such assessment to Customer upon request.

7. Disclaimers and Limitation of Liability

- 7.1. Disclaimer. The Services are provided "as is" with no representations or warranties, whether express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, non-infringement, title, freedom from viruses or other harmful code, accuracy, timeliness and error-free or uninterrupted operation. RoadBotics makes no warranty of any kind that the Services or any products or results of their use will meet Customer's or any other person's, customer's or entities' requirements, achieve any intended result, be compatible or work with any software, system, or other services, or be secure, accurate, or complete.
- 7.2. Exclusions and Limitations. In no event will RoadBotics be liable under or in connection with this Agreement under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability or otherwise. In no event will RoadBotics be liable to Customer or any other person or third-party for any indirect, consequential, incidental, exemplary, special, enhanced or punitive damages; for any increased costs, diminution in value, loss of profits, loss of business, loss of production, loss of revenue or data in connection with the Services; for any loss of good will or reputation; use or inability to use, loss, interruption, delay, or recovery of any data or breach of data or system security; consequences of Customer's use, non-use, or mis-use of the Services; or cost of

replacement goods or services even if RoadBotics has been advised of the possibility of such damages or losses or the damages or losses were foreseeable. RoadBotics' entire liability, and Customer's exclusive remedy, for any claim or action (or series of claims or actions) relating to the Services (whether in negligence, strict liability or any other cause of action) shall be direct damages not to exceed, in the aggregate, the amounts paid by Customer to RoadBotics under any Statement of Work to which the claim or action relates in the twelve (12) month period preceding such claim or action.

8. Indemnity

- 8.1. RoadBotics Indemnification Obligations. (a) RoadBotics shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, or costs (including reasonable attorneys' fees) ("Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that Customer's use of the Services infringes or misappropriates such third party's US intellectual property rights, provided that Customer promptly notifies RoadBotics in writing of the claim, cooperates with RoadBotics, and allows RoadBotics sole authority to control the defense and settlement of such claim. (b) If such a claim is made or appears possible, Customer agrees to permit RoadBotics, at RoadBotics' sole discretion, to (i) modify or replace any such infringing material to make it non-infringing, or (ii) obtain rights to continue use. If RoadBotics determines that none of these alternatives is reasonably available, RoadBotics may terminate this Agreement, in its entirety or with respect to the affected part or feature of the Services, effective immediately on written notice to Customer. (c) This Section 8.1 will not apply to the extent that the alleged infringement arises from (i) use of the Services in combination with data, software, hardware, equipment, or technology not provided by RoadBotics or authorized by RoadBotics in writing or (ii) Customer's violation of Section 1.2 of this Agreement.
- 8.2. Customer Indemnification Obligations. Customer shall indemnify, hold harmless, and, at RoadBotics' option, defend RoadBotics, its affiliates, and their respective officers, directors, shareholders, members, managers, employees and agents, from and against any losses resulting from any third-party claim based on Customer's: (i) negligence or willful misconduct; (ii) Customer Data; (iii) breach of any of the provisions of this Agreement; (iv) violation of or noncompliance with any laws, regulations or ordinances; or (v) use of the Company Materials or Services in a manner not authorized by this Agreement, provided that Customer may not settle any third-party claim against RoadBotics unless such settlement completely and forever releases RoadBotics from all liability with respect to such third-party claim or unless RoadBotics consents to such settlement, and further provided that RoadBotics shall have the right, at its option, to defend itself against any such third-party claim or to participate in the defense thereof by counsel of its own choice. Customer agrees and acknowledges that Customer has independently determined its need for and method of use for the Company Materials and Services in connection with Customer's own review of the Services. RoadBotics hereby agrees to make commercially reasonable efforts to achieve the dismissal of any claims or litigation which may be brought against RoadBotics (whether as the sole defendant or as a co-defendant or otherwise) relating to Customer's use of the Services.
- 8.3. Sole Remedy. This Section 8 sets forth Customer's sole remedies and RoadBotics' sole liability and obligation for any actual, threatened, or alleged claims that the Services infringe, misappropriate, or otherwise violate any intellectual property rights of any third-party.

9. Term and Termination.

- 9.1. Term. This Agreement shall continue for the duration of the Subscription Term unless earlier terminated by either Party in accordance with the terms of a Statement of Work. Any termination of this Agreement shall cause all Services hereunder to terminate automatically.
- 9.2. Mutual Termination Rights. Either Party may terminate this Agreement, effective on written notice to the other Party, if (i) the other Party materially breaches this Agreement, and such breach: (a) is incapable of cure; or (b) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach; or (ii) if the other Party: (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (b) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (c) makes or seeks to make a general assignment for the benefit of its creditors; or (d) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- 9.3. Customer Termination Rights. Customer may terminate this Agreement at any time upon sixty (60) days' prior notice to RoadBotics, provided that Customer shall be responsible for payment of all fees through the date of termination and no refunds shall be issued for any fees.
- 9.4. RoadBotics Termination Rights. Without limiting any other remedies available to it, RoadBotics may immediately suspend access to the Services and/or terminate this Agreement upon thirty (30) days' notice to Customer, if (a) Customer commits a material breach of this Agreement that is not cured within thirty (30) days from written notice to Customer (and within ten (10) days in the case of non-payment), or (b) RoadBotics reasonably determines that Customer's actions are likely to cause legal liability for RoadBotics or its suppliers or other customers.
- 9.5. Effect of Termination. Promptly upon any termination of this Agreement, (i) each Party shall comply with the provisions of Section 3.3 regarding Confidential Information; (ii) Customer shall return or destroy all copies and embodiments of Company Materials of any type in its possession; and (iii) unless otherwise expressly set forth in this Agreement, RoadBotics may retain and use all materials (including Customer Data as set forth in Section 1.4) created in the course of providing the Services for any lawful purpose.
- 9.6. Survival. The provisions pertaining to ownership, confidentiality, proprietary rights, indemnification, disclaimer, limitation of liability and miscellaneous of this Agreement shall survive any termination, along with any other provisions hereof that, by their nature, are intended to survive.

10. Miscellaneous

- 10.1. Reliance. Customer acknowledges that the Services and any other data, information, alerts, reporting, reviews and recommendations provided by RoadBotics pursuant to this Agreement are for informational purposes only and should not replace any routine business processes or the business judgment of Customer. Customer is responsible for all actions (or inactions) in response to the Services and any alerts, reporting, and/or recommendations. RoadBotics shall not be liable for any damage or loss related to such reliance. THE SERVICES ARE NOT A REPLACEMENT FOR 911 OR ANY OTHER PUBLIC EMERGENCY SERVICES.

- 10.2. Entire Agreement. This Agreement, together with the Statement of Work and any other document expressly incorporated by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. No additional terms, conditions, or provisions of any type shall apply unless expressly set forth or specifically referenced in this Agreement.
- 10.3. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the e-mail addresses set forth on the Statement of Work (or to such other address that may be designated by each Party from time to time in accordance with this Section). For contractual purposes, Customer consents to receive communications from Company in an electronic form. Customer is responsible for providing Company with a current email address. In the event that the e-mail address Customer provides to Company is not valid, or for any reason is not capable of delivering to Customer any notices required/ permitted by this Agreement, Company's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. Company is not responsible for any automatic filtering that Customer or its network or e-mail provider may apply to electronic communications.
- 10.4. Force Majeure. In no event shall RoadBotics be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Licensor's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, epidemic, pandemic, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.
- 10.5. Amendments; Waiver. Company can change, update, add or remove provisions of this Agreement at any time by posting the updated Agreement on the Services. Company will notify Customer by providing a notice on the Services. Unless otherwise required by law, the updated Agreement is effective as of the day of posting for new Statement of Works. Unless otherwise indicated, for current Statement of Works, the updated Agreement becomes effective upon renewal of a Customer's Subscription Term. If Customer does not agree with the updated Agreement, Customer must not renew the Services. Continued use of the Services following notice of any such modifications indicates Customer acknowledges and agrees to be bound by the modifications. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 10.6. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify

this Agreement so as to affect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

- 10.7. Assignment. Customer may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of RoadBotics, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.
- 10.8. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.
- 10.9. Governing Law: Venue. This Agreement is governed by and construed in accordance with the internal laws of the State of South Carolina without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of South Carolina. If either Party pursues legal action against the other arising out of or related to this Agreement or the licenses granted hereunder, the federal or state courts of Greenville, South Carolina have exclusive jurisdiction over the matter. The Parties may mutually agree on a different choice of law or venue in the applicable Statement of Work.

11. Government Customers

All Software provided to the U.S. Government is provided with the commercial license rights and restrictions described in this Agreement. By installing, copying or using the Software, the U.S. Government agrees that the Software is a Commercial Item as the term is defined in the Federal Acquisition Regulation ("FAR") at 48 C.F.R. 2.101, and as used in 48 C.F.R. Part 12, and is comprised of "commercial computer software" or "commercial computer software documentation" within the meaning of FAR Parts 2 and 12. If acquired by or on behalf of a civilian agency of the U.S. Government, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this EULA, as specified in 48 C.F.R. 12.212 (Computer Software) and 12.211 (Technical Data) of the FAR and its successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this EULA as specified in 48 C.F.R. 227.7202-3 and 48 C.F.R. 227.7202-4 of the DOD FAR Supplement ("DFARS") and its successors, and consistent with 48 C.F.R. 227.7202. This U.S. Government License Rights clause, consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202 is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision of the contract under which this Software is obtained solely with respect to the U.S. Government's rights in computer software, computer software documentation or technical data related to the Software. The licensor is RoadBotics, 322 North Shore Drive, Suite 200, Pittsburgh, PA 15212, 412-345-3398

12. Definitions

- 12.1. "Authorized User(s)" refers to (i) employees, contractors and agents that Customer authorizes to use the Services on Customer's behalf; and/or (ii) Project End Users, as applicable.
- 12.2. "Customer Data" means any and all raw data (including raw video and associated metadata), blurred video, text, materials, images, [photos,] graphics, sounds, and other electronic content or information submitted by or on behalf of Customer to the Services, as well as any processed data and output (including any AI-enabled data assessments ("AI Assessments") generated through use of the Services).
- 12.3. "Company Materials" includes any data (and technical data), text, information, graphics, images, maps, proprietary content, Documentation, and/or aggregated analytics, which are displayed, stored, or provided by or on behalf of the Company as part of the Services.
- 12.4. "Company Products" means RoadBotics proprietary software solutions, including tools, applications, and platforms, which may be provided as software-as-a-service or as installable software (including mobile and desktop apps), and their related Documentation, as further described in a Statement of Work. Company Products also include any error corrections, updates, modifications, new releases, versions, and/or enhancements to software that may be generally released by RoadBotics. New features, versions or products may be offered and priced separately.
- 12.5. "Data Protection Laws" means all national, federal, state, provincial, local, and international privacy, cybersecurity and data protection laws to the extent applicable to the processing of Personal Information under this Agreement, together with any implementing or supplemental rules and regulations, each as amended, including, but not limited to, the California Consumer Privacy Act.
- 12.6. "Documentation" means the technical documentation, manuals, specifications, and similar, expressed in any medium or format, describing the functionality, features, and operating requirements of the Company Products (as may be updated by RoadBotics from time to time).
- 12.7. "Effective Date" means the date on which a Statement of Work is executed.
- 12.8. "Personal Information" means any information processed pursuant to this Agreement and relating to an identified or identifiable natural person, as well as other information defined as "personal information," "personal data" or equivalent term under Data Protection Laws.
- 12.9. "Project(s)" means such projects of Customer on behalf of approved Project End Users as described in a Statement of Work.
- 12.10. "Project End User(s)" refers to any government agency, private company and/or non-profit end customer of Customer to whom Customer may sell or distribute access to the Services, as expressly approved on a case-by-case basis by RoadBotics, and solely as needed to complete a Project.

- 12.11. "Statement of Work(s)" means one or more ordering documents for Customer's purchase of Company Products and Services that are executed by the Parties from time to time. Statement of Works are incorporated herein by reference.
- 12.12. "Services" means, collectively, those Company Products and services, including any access to Company Materials, that may be provided by RoadBotics as part of a Subscription, as specified in a Statement of Work.
- 12.13. "Subscription" means Customer's access and usage rights to the Services in accordance with this Agreement and as described in the Documentation, that are ordered and purchased by Customer under a Statement of Work.
- 12.14. "Subscription Term" means the period of time during which Customer may use and access the Services beginning on the Effective Date and, continuing until such time as may be specified in a Statement of Work, or until terminated by either Party. The Services may automatically deactivate and become non-operational at the end of the Subscription Term, and Customer shall not be entitled to access the Services unless the applicable Subscription Term is renewed.

Sole Source Letter

📍 322 North Shore Drive, Suite 200, Pittsburgh PA 15212
📞 (412) 345-3398
✉ info@roadbotics.com



September 27, 2023

To Whom It May Concern,

This letter confirms that RoadBotics, Inc, is the sole source provider of the RoadBotics pavement assessment product. It is developed and distributed exclusively by RoadBotics, Inc. No division of RoadBotics, Inc., nor any other company, makes a similar product, to the best of our knowledge.

RoadBotics, Inc. uses proprietary technology and methods to provide pavement assessments using machine vision and artificial intelligence. RoadBotics, Inc., also uses proprietary software to display the pavement assessment data through a web based portal.

RoadBotics, Inc., currently has a patent pending for Systems and Methods for Assessing Infrastructure. RoadBotics, Inc., has already been awarded a patent for Systems and Methods for Creating and/or Analyzing Three- Dimensional Models of Infrastructure Assets.

Certificates of these patents can be provided upon request. RoadBotics, Inc., is not aware of other like products available for purchase that use the same proprietary technology and methods.

If you would like to receive additional information, please contact us. Thank you for your interest in our products.

Sincerely,

A handwritten signature in black ink that reads 'Erik Dietz' in a cursive script.

Erik Dietz
President & COO
RoadBotics by Michelin
A Division of Michelin Mobility Intelligence

ADDRESS 322 North Shore Dr., Suite 200, Pittsburgh, PA 15212 **PHONE** (412) 345-3398 **EMAIL** info@roadbotics.com



Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Engineering Department - Roadbotics Agreement

2 messages

Derrik Grimm <derrik.grimm@cumberlandmd.gov>
To: Jeff Silka <jeff.silka@cumberlandmd.gov>

Thu, Feb 1, 2024 at 9:33 AM

Jeff,

I would like to have your approval in order to accept this Roadbotics proposal for our Engineering Department. We currently use Roadbotics yearly in order to assess and determine our pavement improvement plans. We attempted to obtain other quotes, however the prices were much more expensive than Roadbotics at around \$35K a year as opposed to the price schedule Roadbotics has proposed.

I will place this multi-year agreement on to the M&CC with your permission.

Thank you,

--

Derrik Grimm

Contracts Admin. Officer

57 N. Liberty Street

Cumberland, MD, 21502

Direct: 301-759-6600

Fax: 301-759-6608

Email: derrik.grimm@cumberlandmd.gov

RoadBotics Proposal Cumberland MD 2024.pdf
1968K

Jeff Silka <jeff.silka@cumberlandmd.gov>
To: Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Thu, Feb 1, 2024 at 9:36 AM

Yes, I approve. My previous community was a beta community for them while they were with Carnegie Mellon prior to them selling the tech to the private market.

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

[Quoted text hidden]

File Attachments for Item:

. Order 27,396 - accepting the sole source purchase of the cost to replace the engine of a 2018 F550 dump truck from Timbrook Ford, Keyser, WV at a cost not to exceed \$25,273.60

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

ORDER NO. 27,396

DATE: February 6, 2024

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

THAT, the Sole Source purchase of the engine replacement for a 2018 Ford F550 Dump Truck from Timbrook Ford, 968 New Creek Highway, Keyser, WV 26726, in the not to exceed amount of Twenty Five Thousand Two Hundred Seventy Three Dollars and Sixty Cents (\$25,273.60), be and is hereby approved; and

BE IT FURTHER ORDERED THAT, this sole source is in accordance with City Code Section 2-171(d)(iii), which pertains to the purchase of equipment or services required for emergency use.

Raymond M. Morriss, Mayor

Budget: 001.056.48400

Council Agenda Summary

Meeting Date: February 6, 2024

Key Staff Contact: Brian Broadwater

Item Title:

Order Accepting sole source purchase of the engine replacement cost of a 2018 Ford F550 Dump Truck to Timbrook Ford, 968 New Creek Hwy Keyser, WV 26726 for an amount not to exceed \$25,273.60.

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

Requesting an order to accept the sole source purchase the engine replacement cost of a 2018 Ford F550 Dump Truck to Timbrook Ford for an amount not to exceed \$25,273.60. Three quotes were obtained and awarded to Timbrook as the lowest price. The repairs needed to this truck were emergency repairs as this is one of our plow trucks and we needed it back in service. This is in accordance with the City Code Sec. 2-171 (c)(iii) – the purchase is required for city emergency use.

Amount of Award:

\$25,273.60

Budget number:

001.056.48400 (Street Department)

Grant, bond, etc. reference:

N/A

CUSTOMER #: A614761

17627E

CITY OF CUMBERLAND

57 N LIBERTY ST

CUMBERLAND, MD 21502-2312

HOME: 814-767-9552 CONT: 814-767-9552

BUS: 240-979-7706 CELL:

SERVICE ADVISOR: 2098 SHAYLA KING



968 New Creek Hwy
Keyser, WV 26726
Phone: 304-788-7900
Fax: 301-786-4307
www.timbrookford.net

Parts Hours

Monday - Friday 8:00am - 4:30pm
Saturday & Sunday Closed

PAGE 1

COLOR	YEAR	MAKE/MODEL	VIN		LICENSE	MILEAGE IN / OUT	TAG
	18	FORD F550	1FDUF5HT4JDA03050			65462/65462	T3050
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
25OCT18 DD			16:30 08NOV23			CASH	26JAN24
R.O. OPENED		READY	OPTIONS: STK:EA03050 DLR:44V550 ENG:99T				
12:19 08NOV23		11:42 26JAN24					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
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A CUSTOMER STATES VEHICLE LEAKING AT THE BACK OF THE BLOCK; CHECK AND ADVISE

36FOZ CUSTOMER STATES VEHICLE LEAKING AT THE BACK OF THE BLOCK; CHECK AND ADVISE

204 C		3100.00	3100.00
1 FC3Z*6A785*F B SEPARATOR ASY - OIL	203.33	152.50	152.50
3 XO*10W30*BSD A MOTORCRAFT SAE 10W-30 WSS-M2C1	4.50	4.50	13.50
1 PM*4*A A BRAKE CLEANER	7.93	5.45	5.45
1 HC4Z*6K682*C TURBOCHARGER ASY	2395.00	1796.25	1796.25
1 FC3Z*9G437*C B PIPE - EXHAUST	161.19	135.00	135.00
1 *W716088*S900 B BOLT	5.50	3.44	3.44
4 *W714639*S439 B BOLT	11.00	6.88	27.52
3 *W717004*S900 B BOLT	12.00	7.50	22.50
1 MU2Z*6731*C AFL2124S KIT - ELEMENT & GASKET - OIL F	41.80	28.74	28.74
1 HC3Z*6C683*A B FILTER ASY	12.87	7.24	7.24
6 *W711402*S900 B NUT - ADJUSTING SCREW	11.00	6.88	41.28
3 *W717172*S900 B STUD	12.00	7.50	22.50
16 *W701706*S430 B NUT - HEX. - FLANGED	1.63	1.01	16.16
6 *W711402*S900 B NUT - ADJUSTING SCREW	11.00	6.88	41.28
4 FC3Z*9H529*E ACN6037 KIT - FUEL INJECTION	447.14	391.25	1565.00
4 FC3Z*9H529*F ACN6038 KIT - FUEL INJECTION	447.14	391.25	1565.00
1 FC3Z*9A543*A PUMP ASY - FUEL INJECTION	1460.00	1277.50	1277.50
1 HC3Z*8501*A PW571 PUMP ASY - WATER	347.27	238.75	238.75
2 HC3Z*8527*B SEAL	21.00	15.75	31.50
1 BC3Z*8575*E ART1249 THERMOSTAT ASY	64.91	44.63	44.63
1 BC3Z*8590*B ARTS1069 SEAL	14.53	9.99	9.99
1 BC3Z*8590*C ARTS1070 SEAL	14.53	9.99	9.99
1 BC3Z*8590*F ARTS1073 SEAL	10.02	6.89	6.89
1 BC3Z*8590*H RTS1075 SEAL	14.53	9.99	9.99
1 L7F07J REMAN LONG BLOCK	13000.00	13000.00	13000.00
1 HC3Z*6K775*A COOLER ASY - ENGINE CHARGE AIR	416.67	312.50	312.50
2 *W714962*S437 B BOLT	2.75	1.73	3.46

WARRANTY STATEMENT: PURSUANT TO WEST VIRGINIA LAW, CONSUMERS HAVE SPECIFIC IMPLIED WARRANTY RIGHTS IN CONNECTION WITH THIS REPAIR. ANY WARRANTIES BY A MANUFACTURER OR SUPPLIER OTHER THAN OUR DEALERSHIP, HOWEVER, ARE THEIRS, NOT OURS, AND ONLY SUCH MANUFACTURER OR SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. NO EXPRESS WARRANTIES ARE GIVEN BY OUR DEALERSHIP. IF THIS REPAIR IS NOT PERFORMED IN CONNECTION WITH A CONSUMER TRANSACTION, THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR.

*SHOP SUPPLY COSTS: We have added a charge equal to _____% of the total cost of labor and parts, not to exceed _____, to the Repair Order for shop supplies used in connection with this repair.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE	CUSTOMER SIGNATURE	AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE	DESCRIPTION	TOTALS
			LABOR AMOUNT	
			PARTS AMOUNT	
			GAS, OIL, LUBE	
			SUBLET AMOUNT	
			MISC. CHARGES *	
			TOTAL CHARGES	
			LESS INSURANCE	
			SALES TAX	
			PLEASE PAY THIS AMOUNT	

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

CUSTOMER #: A614761

17627E



968 New Creek Hwy
Keyser, WV 26726
Phone: 304-788-7900
Fax: 301-786-4307
www.timbrookford.net

INVOICE

CITY OF CUMBERLAND

57 N LIBERTY ST

CUMBERLAND, MD 21502-2312

HOME: 814-767-9552 CONT: 814-767-9552

BUS: 240-979-7706 CELL:

PAGE 2

Parts Hours
Monday - Friday 8:00am - 4:30pm
Saturday & Sunday Closed

SERVICE ADVISOR: 2098 SHAYLA KING

COLOR			YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
			18	FORD F550	1FDUF5HT4JDA03050		65462/65462	T3050
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED		PO NO.	RATE	PAYMENT	INV. DATE
25OCT18 DE			16:30 08NOV23				CASH	26JAN24

R.O. OPENED READY OPTIONS: STK:EA03050 DLR:44V550 ENG:99T

12:19 08NOV23 11:42 26JAN24

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
2					2.75	1.73	3.46
1					21.67	16.25	16.25
1					44.83	33.63	33.63
4					2.28	1.71	6.84
1					3.70	2.78	2.78
1					383.33	287.50	287.50
1					515.00	386.25	386.25
1					253.33	190.00	190.00
1					148.50	111.38	111.38
1					152.00	114.00	114.00
1					176.36	121.25	121.25
1					14.53	9.99	9.99
1					14.53	9.99	9.99
8					15.00	9.38	75.04
1					17.50	13.13	13.13
10					2.28	1.71	17.10
1					9.50	7.13	7.13
1					4.45	3.34	3.34
8					0.60	0.38	3.04
1					67.33	50.50	50.50
1					0.86	0.54	0.54
1					52.91	36.38	36.38
1					8.96	6.16	6.16
4					12.25	8.43	33.72
15					4.06	4.06	60.90
5					19.95	18.70	93.50
1					132.71	91.24	91.24

PARTS: 22173.60 LABOR: 3100.00 OTHER: 0.00 TOTAL LINE A: 25273.60

BAD OIL LEAK FROM UPPER OIL PAN. FOUND CANISTER VENT COMPLETELY
PLUGGED UP INSTALLED UPDATE CANISTER VENT WONT PLUG UP. CODE FOR TURBO
PERFORMS FOUND OUT FROM CUSTOMER THE OIL WAS 7 TO 8 QUARTS LOW MESSED
WITH VARIABLE VANS. UPDATED PCM. CHECKED OIL SOME FINE METAL IN OIL.

WARRANTY STATEMENT: PURSUANT TO WEST VIRGINIA LAW, CONSUMERS HAVE SPECIFIC IMPLIED WARRANTY RIGHTS IN CONNECTION WITH THIS REPAIR. ANY WARRANTIES BY A MANUFACTURER OR SUPPLIER OTHER THAN OUR DEALERSHIP, HOWEVER, ARE THEIRS, NOT OURS, AND ONLY SUCH MANUFACTURER OR SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. NO EXPRESS WARRANTIES ARE GIVEN BY OUR DEALERSHIP. IF THIS REPAIR IS NOT PERFORMED IN CONNECTION WITH A CONSUMER TRANSACTION, THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR.	DESCRIPTION	TOTALS
*SHOP SUPPLY COSTS: We have added a charge equal to _____% of the total cost of labor and parts, not to exceed \$_____, to the Repair Order for shop supplies used in connection with this repair.	LABOR AMOUNT	
By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.	PARTS AMOUNT	
	GAS, OIL, LUBE	
	SUBLET AMOUNT	
	MISC. CHARGES *	
	TOTAL CHARGES	
	LESS INSURANCE	
	SALES TAX	
	PLEASE PAY THIS AMOUNT	

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

CUSTOMER #: A614761

17627E



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INVOICE

CITY OF CUMBERLAND

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HOME: 814-767-9552 CONT: 814-767-9552

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PAGE 3

Parts Hours
Monday - Friday 8:00am - 4:30pm
Saturday & Sunday Closed

SERVICE ADVISOR: 2098 SHAYLA KING

COLOR		YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
		18	FORD F550	1FDUF5HT4JDA03050		65462/65462	T3050
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
25OCT18 DD			16:30 08NOV23			CASH	26JAN24

R.O. OPENED READY OPTIONS: STK:EA03050 DLR:44V550 ENG:99T

12:19 08NOV23	11:42 26JAN24								
LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL	

B PERFORM DIESEL MULTI-POINT INSPECTION

D99P PERFORM DIESEL MULTI-POINT INSPECTION

204 C

0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

ESTIMATE: 0.00 08NOV23 12:19 SA: 2098

CONTACT:

WARRANTY STATEMENT: PURSUANT TO WEST VIRGINIA LAW, CONSUMERS HAVE SPECIFIC IMPLIED WARRANTY RIGHTS IN CONNECTION WITH THIS REPAIR. ANY WARRANTIES BY A MANUFACTURER OR SUPPLIER OTHER THAN OUR DEALERSHIP, HOWEVER, ARE THEIRS, NOT OURS, AND ONLY SUCH MANUFACTURER OR SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. NO EXPRESS WARRANTIES ARE GIVEN BY OUR DEALERSHIP. IF THIS REPAIR IS NOT PERFORMED IN CONNECTION WITH A CONSUMER TRANSACTION, THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR.	DESCRIPTION	TOTALS
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	PARTS AMOUNT	22173.60
	GAS, OIL, LUBE	0.00
	SUBLET AMOUNT	0.00
	MISC. CHARGES *	0.00
	TOTAL CHARGES	25273.60
	LESS INSURANCE	0.00
DATE	CUSTOMER SIGNATURE	AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE
		PLEASE PAY THIS AMOUNT
		25273.60

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.



Gmail

Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Sole Source Approval

3 messages

Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Wed, Jan 31, 2024 at 1:25 PM

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

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

Jeff,

Truck #210, which is a 2018 Ford F550 Dump truck, was towed to Timbrook Ford in Keyser, WV last month. They are our local heavy duty Ford dealer. They discovered that the engine and Turbo had suffered failure. I then received quotes from Timbrook Ford, Shaffer Ford and Bedford Ford. Timbrook was the lowest at \$20,140. All of the quotes are attached. After Timbrook had removed the engine, they found that Ford had a backorder log of engines of over 2,000. I then called the other Ford dealers to see if they had any availability. They were seeing the same supply issue. Timbrook was able to find an engine from another supplier, but the cost was about \$3,000 more. I then told them to go ahead and get it as we needed the truck for emergency snow removal operations. The total finished invoice was \$25,273.60 which was from some more parts such as gaskets, nuts and bolts, etc.. that were needed to complete the job. Since this is over \$25,000 I need sole source approval. This repair is covered under the City Code Section 2-171 (d) (iii) the purchase is required for emergency use. Section 3 under that section states that sole source purchases costing more than \$25,000 dollars may be made upon the requisition of the department head, funding approval from the comptroller and approval by the City Administrator. Devin had arranged for the transfer of funds to cover this engine replacement within his budget. Please let me know if you have any questions.

Please consider this sole source approval?

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

2 attachments **0624_001 (1).pdf**
91K **0625_001 (3).pdf**
292K

Jeff Silka <jeff.silka@cumberlandmd.gov>

Wed, Jan 31, 2024 at 2:27 PM

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

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

I approve!

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

File Attachments for Item:

. Order 27,397 - approving \$10,000 Micro-Revolving loans each for Mandela Echefu, Wheelzup Adventures and Michael Harris, Pepper in a Bottle for the terms 60-month amortization period, 3% interest, first payment due January 2025, and no interest charged until January 1, 2025

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

ORDER NO. 27,397

DATE: February 6, 2024

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

THAT, loans from the Micro Revolving Loan Fund of Ten Thousand Dollars (\$10,000.00) each for Mandela Echefu of Wheelzup Adventures, 86 Baltimore Street and Michael Harris of Pepper in a Bottle, 28 N. Centre Street, be and are hereby approved for the terms: 60-month amortization period, 3% interest, first payment due January 2025, and no interest charged until January 1, 2025.

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,398 - approving the purchase of equipment from CDW to replace City IT Storage Switches, which are end of life unsupported systems at a cost not to exceed \$65,636.66

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

ORDER NO. 27,398

DATE: February 6, 2024

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

THAT, the bid from CDW, 75 Remittance Drive, Suite 1515, Chicago, IL 60675-1515, for the replacement of City IT Storage Switches be and is hereby approved in the not to exceed amount of Sixty Five Thousand Six Hundred Thirty Six Dollars and Sixty-Six Cents (\$65,636.66).

Raymond M. Morriss, Mayor

Order of Bids:

Company	Cost
CDW	\$ 65,636.66
SHI	\$ 67,142.54
GCI	\$ 68,516.06

Budget: 001.033.64000

Council Agenda Summary

Meeting Date: February 6, 2024

Key Staff Contact: Chip Watkins

Item Title: Replacement of City IT Storage Switches

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

This is a request to purchase equipment for a total amount of \$65,636.66 from CDW. This purchase is to replace end of life unsupported systems that we currently have in place. This was included in the overall IT requests for 2024 fiscal year funding. 3 bids were received and CDW was the best price award. This includes support and all applicable licenses.

Amount of Award: \$65,636.66

Budget number: 001.033 64000

Grant, bond, etc. reference:

Part #	SHI Cost	GCI Cost	CDW Cost
N9K-C93180YC-FX3H	\$ 17,106.38	\$ 17,428.84	\$ 16,723.20
SNTC-8X5XNDB	8,951.26	9,152.66	8,750.74
NXK-MEM-16GB	820.00	838.94	800.00
SFP-10G-SR-S	4,689.60	4,797.60	4,584.48
SFP-H10GB-CU5M	1,049.76	1,133.76	1,026.08
C1A1TN9300XF-5Y	34,525.54	35,164.26	33,752.16
	\$ 67,142.54	\$ 68,516.06	\$ 65,636.66



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

JOHNNA BYERS,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NSHG599	1/24/2024	NSHG599	1275425	\$140,289.38

IMPORTANT - PLEASE READ

Special Instructions: TAX: MULTIPLE TAX JURISDICTIONS APPLY
TAX: CONTACT CDW FOR TAX DETAILS

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cisco Nexus 93180YC-FX3H 24-Ports Managed Switch Mfg. Part#: N9K-C93180YC-FX3H TAX: CUMBERLAND, MD .0000% \$.00 Contract: Keystone Purchasing Network (022-G)	2	7509545	\$8,361.60	\$16,723.20
Cisco Smart Net Total Care - extended service agreement Mfg. Part#: CON-SNT-N9KCFX3H Electronic distribution - NO MEDIA TAX: CUMBERLAND, MD .0000% \$.00 Contract: MARKET	2	7571914	\$4,375.37	\$8,750.74
Cisco memory - module - 16 GB Mfg. Part#: NXX-MEM-16GB TAX: CUMBERLAND, MD .0000% \$.00 Contract: Keystone Purchasing Network (022-G)	2	5928237	\$400.00	\$800.00
Cisco - SFP+ transceiver module - 10GbE Mfg. Part#: SFP-10G-SR-S-RF UNSPSC: 43201553 TAX: CUMBERLAND, MD .0000% \$.00 Contract: Keystone Purchasing Network (022-G)	16	4569221	\$286.53	\$4,584.48
Cisco SFP+ Copper Twinax Cable - direct attach cable - 16.4 ft Mfg. Part#: SFP-H10GB-CU5M-RF UNSPSC: 26121609 TAX: CUMBERLAND, MD .0000% \$.00 Contract: Keystone Purchasing Network (022-G)	16	4592465	\$64.13	\$1,026.08

QUOTE DETAILS (CONT.)

<u>Cisco ONE Advantage - Term License (5 years) - 1 switch</u> Mfg. Part#: C1A1TN9300XF-5Y UNSPSC: 43232804 Electronic distribution - NO MEDIA TAX: CUMBERLAND, MD .0000% \$.00 Contract: Keystone Purchasing Network (022-G)	2	5043137	\$16,876.08	\$33,752.16
<u>Cisco Nexus 93180YC-FX3 - switch - 48 ports - managed - rack-mountable</u> Mfg. Part#: N9K-C93180YCFX3-RF TAX: CUMBERLAND, MD .0000% \$.00 Contract: Keystone Purchasing Network (022-G)	2	7023828	\$10,033.92	\$20,067.84
<u>Cisco Smart Net Total Care - extended service agreement</u> Mfg. Part#: CON-SNT-N9KC93X3 Electronic distribution - NO MEDIA TAX: CUMBERLAND, MD .0000% \$.00 Contract: Keystone Purchasing Network (022-G)	2	6454301	\$5,247.33	\$10,494.66
<u>Cisco memory - module - 16 GB</u> Mfg. Part#: NXX-MEM-16GB TAX: CUMBERLAND, MD .0000% \$.00 Contract: Keystone Purchasing Network (022-G)	2	5928237	\$400.00	\$800.00
<u>Cisco - SFP+ transceiver module - 10GbE</u> Mfg. Part#: SFP-10G-SR-S-RF UNSPSC: 43201553 TAX: CUMBERLAND, MD .0000% \$.00 Contract: Keystone Purchasing Network (022-G)	24	4569221	\$286.53	\$6,876.72
<u>Cisco SFP+ Copper Twinax Cable - direct attach cable - 10 ft - orange</u> Mfg. Part#: SFP-H10GB-CU3M-RF UNSPSC: 26121609 TAX: CUMBERLAND, MD .0000% \$.00 Contract: Keystone Purchasing Network (022-G)	24	3790031	\$42.88	\$1,029.12
<u>Cisco ONE Advantage - Term License (5 years) - 1 switch</u> Mfg. Part#: C1A1TN9300XF-5Y UNSPSC: 43232804 Electronic distribution - NO MEDIA TAX: CUMBERLAND, MD .0000% \$.00 Contract: Keystone Purchasing Network (022-G)	2	5043137	\$16,876.08	\$33,752.16
<u>Cisco SFP+ Copper Twinax Cable - direct attach cable - 10 ft - orange</u> Mfg. Part#: SFP-H10GB-CU3M-RF UNSPSC: 26121609 TAX: CUMBERLAND, MD .0000% \$.00 Contract: Keystone Purchasing Network (022-G)	1	3790031	\$43.28	\$43.28
<u>Cisco 100GBase direct attach cable - 3 m</u> Mfg. Part#: QSFP-100G-AOC3M= UNSPSC: 26121609 TAX: CUMBERLAND, MD .0000% \$.00 Contract: Keystone Purchasing Network (022-G)	2	4391676	\$794.47	\$1,588.94

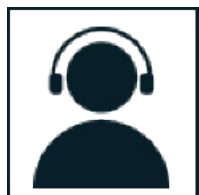
These services are considered Third Party Services, and this purchase is subject to CDW's [Third Party Cloud Services Terms and Conditions](#),

unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

SUBTOTAL	\$140,289.38
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$140,289.38

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF CUMBERLAND ACCTS PAYABLE 57 N LIBERTY ST CUMBERLAND, MD 21502-2331 Phone: (301) 722-2000 Payment Terms: Request Terms	Shipping Address: CITY OF CUMBERLAND JOHNNA BYERS 57 N LIBERTY ST CUMBERLAND, MD 21502-2331 Phone: (301) 722-2000 Shipping Method: DROP SHIP-GROUND
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Tyler Cowden | (866) 245-1795 | tyler.cowden@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$140,289.38	\$3,723.28/Month	\$140,289.38	\$4,311.09/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2024 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

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

25587802.03

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 1/30/2024
Valid Through: 2/29/2024
Account #: s01674

Account Manager:
Phone:
Fax:
Email:

Customer Contact: chip watkins
Email: chip.watkins@cumberlandmd.gov

Phone: (240) 609-5804
Fax:

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

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	371.00 lbs	Net 30	

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

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	2		N9K-C93180YC-FX 3H	Nexus 9300 24p 1/10/25G Cisco	Cisco	\$ 8,714.42	\$ 17,428.84
2	2		CON-SNT-N9KCFX3 H	SNTC-8X5XNBD Nexus 9300 24p 1/10/ Cisco	Cisco	\$ 4,576.33	\$ 9,152.66
3	2	41280737	NXK-AF-PE	Dummy PID for Airflow Selectio Cisco	Cisco	\$ -	\$ -
4	2	41143636	MODE-NXOS	Dummy PID for mode selection Cisco	Cisco	\$ -	\$ -
5	2		NXOS-CS-10.4.2F	Nexus 9300, 9500, 9800 NX-OS SW 10.4.2 (64bit) Cisco Silicon Cisco	Cisco	\$ -	\$ -
6	2	41751118	NXK-ACC-KIT-1RU	Nexus 3K / 9K Fixed Accessory Kit, 1RU front and rear removal Cisco	Cisco	\$ -	\$ -
7	8	41322652	NXA-FAN-35CFM-P E	Nexus Fan, 35CFM, port side exhaust airflow Cisco Servers	Cisco Servers	\$ -	\$ -
8	2	41214622	NXK-MEM-16GB	16GB DRAM Module for Select Nexus Models Cisco Servers	Cisco Servers	\$ 419.43	\$ 838.86
9	4	41601517	NXA-PAC-650W-PE	NEXUS NEBS AC 650W PSU PORT Cisco	Cisco	\$ 0.01	\$ 0.04
10	4	41601373	CAB-9K12A-NA	CTO PWR CORD 125VAC 13A NEMA 5 Cisco	Cisco	\$ 0.01	\$ 0.04
11	16	18358967	SFP-10G-SR-S	10GBase-SR SFP+ LC / PC MM Transceiver Cisco	Cisco	\$ 299.85	\$ 4,797.60
12	16	41043987	SFP-H10GB-CU5M	10GBASE-CU SFP+ Cable 5 Meter Cisco	Cisco	\$ 70.86	\$ 1,133.76
13	2		NXOS-SLP-INFO-9 K	Info PID for Smart Licensing using Policy for N9K Cisco	Cisco	\$ -	\$ -

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

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

25587802.03

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 1/30/2024
Valid Through: 2/29/2024
Account #: s01674

Account Manager:
Phone:
Fax:
Email:

Customer Contact: chip watkins
Email: chip.watkins@cumberlandmd.gov

Phone: (240) 609-5804
Fax:

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

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	371.00 lbs	Net 30	

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

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
14	2	41376761	C1A1TN9300XF-5Y	Cisco ONE Advantage for N9300XF - Term License - 1 Switch - 5 Year Cisco-License	Cisco-License	\$ 17,582.13	\$ 35,164.26
15	2		SVS-B-N9K-ADV-X F	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K Cisco	Cisco	\$ -	\$ -
16	2	41225341	N9K-C93180YC-FX 3	Nexus 9300 48p 1 / 10 / 25G 6p 40 / Cisco	Cisco	\$ 10,499.90	\$ 20,999.80
17	2	41323346	CON-SNT-N9KC93X 3	US Only Smart Net Total Care 8x5 Next Business Day Cisco/Service	Cisco/Service	\$ 5,494.29	\$ 10,988.58
18	2	41280737	NXK-AF-PE	Dummy PID for Airflow Selectio Cisco	Cisco	\$ -	\$ -
19	2	41143636	MODE-NXOS	Dummy PID for mode selection Cisco	Cisco	\$ -	\$ -
20	2		NXOS-CS-10.4.2F	Nexus 9300, 9500, 9800 NX-OS SW 10.4.2 (64bit) Cisco Silicon Cisco	Cisco	\$ -	\$ -
21	2	41751118	NXK-ACC-KIT-1RU	Nexus 3K / 9K Fixed Accessory Kit, 1RU front and rear removal Cisco	Cisco	\$ -	\$ -
22	8	41322652	NXA-FAN-35CFM-P E	Nexus Fan, 35CFM, port side exhaust airflow Cisco Servers	Cisco Servers	\$ -	\$ -
23	2	41214622	NXK-MEM-16GB	16GB DRAM Module for Select Nexus Models Cisco Servers	Cisco Servers	\$ 419.43	\$ 838.86
24	4	41601517	NXA-PAC-650W-PE	NEXUS NEBS AC 650W PSU PORT Cisco	Cisco	\$ 0.01	\$ 0.04
25	4	41601373	CAB-9K12A-NA	CTO PWR CORD 125VAC 13A NEMA 5 Cisco	Cisco	\$ 0.01	\$ 0.04

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

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

25587802.03

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 1/30/2024
Valid Through: 2/29/2024
Account #: s01674

Account Manager:
Phone:
Fax:
Email:

Customer Contact: chip watkins
Email: chip.watkins@cumberlandmd.gov

Phone: (240) 609-5804
Fax:

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

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	371.00 lbs	Net 30	

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* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
26	24	18358967	SFP-10G-SR-S	10GBase-SR SFP+ LC / PC MM Transceiver Cisco	Cisco	\$ 299.85	\$ 7,196.40
27	24	37269919	SFP-H10GB-CU3M	10GBASE-CU SFP+ Cable, 3m Cisco	Cisco	\$ 47.39	\$ 1,137.36
28	2		NXOS-SLP-INFO-9K	Info PID for Smart Licensing using Policy for N9K Cisco	Cisco	\$ -	\$ -
29	2	41376761	C1A1TN9300XF-5Y	Cisco ONE Advantage for N9300XF - Term License - 1 Switch - 5 Year Cisco-License	Cisco-License	\$ 17,582.13	\$ 35,164.26
30	2		SVS-B-N9K-ADV-XF	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K Cisco	Cisco	\$ -	\$ -
31	1	8880735	SFP-H10GB-CU3M=	NetOps 10GBASE-CU SFP+ Cable, 3m Cisco	Cisco	\$ 47.82	\$ 47.82
32	2	32560934	QSFP-100G-AOC3M=	100GBase QSFP Active Optical Cable, 3m Cisco	Cisco	\$ 903.55	\$ 1,807.10

Subtotal	\$ 146,696.32
Fee	\$ 0.00
Shipping and Handling	\$ 0.00
Tax	Exempt!
Total	\$ 146,696.32



ORDERING INFORMATION
GovConnection, Inc. DBA Connection

Please contact your account manager with any questions.

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

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

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

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

WARRANTY: Manufacturer's Standard Commercial Warranty

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

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

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

Please forward your Contract or Purchase Order to:

SLEDOPS@connection.com

QUESTIONS: Call 800-800-0019



Pricing Proposal
Quotation #: 24415080
Created On: 1/24/2024
Valid Until: 1/31/2024

MD-City of Cumberland

Chip Watkins

57 North Liberty Street
Cumberland, MD 21502
United States
Phone: 301-759-6407
Fax:
Email: chip.watkins@cumberlandmd.gov

Public Sector - Inside Account Executive

Olivia Scharnikow

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

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Nexus 9300 24p 1/10/25G, 6p 40/100G, MACsec, SyncE Cisco Systems - Part#: N9K-C93180YC-FX3H Contract Name: Open Market Contract #: Open Market	2	\$8,553.19	\$17,106.38
2 SNTC-8X5XNBD Nexus 9300 24p 1/10/ Cisco Systems - Part#: CON-SNT-N9KCFX3H Contract Name: Open Market Contract #: Open Market	2	\$4,475.63	\$8,951.26
3 Additional memory of 16GB for Nexus Switches Cisco Systems - Part#: NXX-MEM-16GB Contract Name: Open Market Contract #: Open Market	2	\$410.00	\$820.00
4 10GBASE-SR SFP Module, Enterprise-Class Cisco Systems - Part#: SFP-10G-SR-S Contract Name: Open Market Contract #: Open Market	16	\$293.10	\$4,689.60
5 10GBASE-CU SFP+ Cable 5 Meter Cisco Systems - Part#: SFP-H10GB-CU5M Contract Name: Open Market Contract #: Open Market	16	\$65.61	\$1,049.76
6 DCN Advantage Term N9300 XF, 5Y Cisco Systems - Part#: C1A1TN9300XF-5Y Contract Name: Open Market Contract #: Open Market	2	\$17,262.77	\$34,525.54
Total			\$67,142.54

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

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

The following is related to the Cisco items on this quote:

- Please see the following links to [Cisco's Security and Trust Center](#) , [Trust Portal](#) , [Online Privacy Statement](#) , as well as [Customer Master Data Protection Agreement](#) which all are incorporated by reference into the EULA

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

The products offered under this proposal are Open Market and resold in accordance with the terms and conditions at [SHI Online Customer Resale Terms and Conditions](#).

File Attachments for Item:

. Order 27,399 - declaring certain City-owned properties to be surplus and authorizing them for sale

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

ORDER NO. 27,399

DATE: February 6, 2024

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

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

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

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

- | | |
|----------------------------|----------------------|
| 1. 616-618 Maryland Avenue | Tax ID No. 04-013794 |
| 2. 220 N. Lee Street | Tax ID No. 06-022790 |
| 3. 222 N. Lee Street | Tax ID No. 06-023614 |
| 4. 217 Knox Street | Tax ID No. 05-018943 |
| 5. 252 Elder Street | Tax ID No. 04-003888 |
| 6. 200 Helen Street | Tax ID No. 23-009927 |

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

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,400 - executing a donation agreement between the Mayor and City Council and Kevin L. Rowan and Annabel E. Rowan for the donation of a parcel of real property at 526 Broadway Circle and the improvements thereon, if any, to the City

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

ORDER NO. 27,400

DATE: February 6, 2024

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

THAT the Mayor be and is hereby authorized to execute a Donation Agreement by and between the Mayor and City Council of Cumberland the ("City") and Kevin L. Rowan and Annabel R. Rowan ("Sellers") for the Seller's donation of the parcel of real property and the improvements thereon, if any, to the City:

- (i) 526 Broadway Circle
Tax ID No. 22-013750
Land Records Book 676, Page 199

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

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

Raymond M. Morriss, Mayor

DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement") is made by and between **Kevin L. Rowan and Annabel E. Rowan** (the "Rowans") and **Mayor and City Council of Cumberland** (the "City"), a Maryland municipal corporation, and is effective upon the date of its completed execution (the "Effective Date").

RECITALS

WHEREAS, the Rowans own the parcel of real property together with the improvements thereon, if any, located at 526 Broadway Circle, Cumberland, MD 21502 (the "Property"), identified as Allegany County, Maryland Tax Id. No. 22-013750 and more particularly described as Parcel One in the deed recorded in Land Records of Allegany County, Maryland at Deed Liber 676, folio 199; and

WHEREAS, the Rowans have offered to donate the Property to the City as they no longer wish to retain ownership of it, and the City has agreed to accept that donation subject to the terms and conditions set forth hereinafter.

WITNESSETH:

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

1. **Recitals.** The Recitals set forth above are not merely introductory. They are incorporated by reference in and form a part of this Agreement.
2. **Donation.** Subject to the terms and conditions provided for herein, the Rowans agree to donate the Property together with the buildings and improvements thereon, if any, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining to the City and the City agrees to accept that donation. The closing for the donation shall be held no later than sixty (60) days from the Effective Date unless said time frame is extended by written agreement of the parties.
3. **Estate/Condition.** The Property shall be conveyed to the City in fee simple and in "AS IS" condition. The conveyance shall be effected by means of a deed containing covenants of special warranty and further assurances. Said deed shall be delivered to the City at closing.
4. **Contingencies.** Closing and the City's acceptance of the deed for the Property shall be subject to the following contingencies:

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

5. Appraisal. The Rowans have the right to have the Property appraised for purposes of claiming a tax deduction for the noncash charitable contribution of the Property to the City. The appraisal(s) shall be performed prior to closing or the date of the City's acceptance of the deed for the Property. Upon delivery of the deed for the Property and the City's acceptance of the same, the Rowans shall provide the City with the appropriate tax documents relative to their eligibility to claim the aforesaid tax deduction, including, but not limited to, IRS Form 8283 and the acknowledgment required under 21 U.S.C. § 170(f)(8)¹¹. Upon the City's acceptance of the deed and its receipt of the appraisal(s) and the appropriate tax documentation, the City Administrator shall execute the tax documentation on behalf of the City, it being understood and agreed that he is specifically empowered to do so under the terms of this Agreement. It is understood and agreed that the City shall not be required to execute any such documents attesting to the value of the Property in the event such valuation is not supported by an appraisal or appraisals performed by a licensed real estate appraiser. Further, the Rowans shall be solely responsible for the preparation and processing of the aforesaid tax documentation as well as its submission to the IRS, and the City shall have no liability relative thereto, even if it provides assistance to the Rowans with respect to such matters.

6. Risk of Loss. The Property shall be held at the risk of the Rowans until legal title has passed to the City.

7. Possession. The Rowans agree to give possession and occupancy of the Property to the City upon the completion of closing.

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

9. Representations and Warranties. As of the date of the closing contemplated hereby and as to the period of time during which the Rowans held title to the Property, the Rowans warrant that the Property (including land, surface water, ground

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

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

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

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

11. Real Estate Taxes. The City will abate all City real estate taxes presently due on the Property. It will also pay the County real estate taxes to the extent they are not abated.

12. Breach of Agreement and Default. The City and Rowans are required and agree to make full settlement in accordance with the terms of this Agreement and acknowledge that failure to do so constitutes a breach hereof. If the City fails to make full settlement or is in default due to its failure to comply with the terms, covenants and conditions of this Agreement, the Rowans may pursue any legal or equitable rights which may be available to them. If the Rowans fail to make full settlement or are in default due to their failure to comply with the terms, covenants and conditions of this Agreement, the City shall be entitled to pursue such rights and remedies as may be available, in law or in equity, including, without limitation, an action for specific performance of this Agreement.

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

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

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

To the Rowans:

Mr. & Mrs. Kevin Rowan
610 Ridgewood Ave.
Cumberland, MD 21502

To the City:

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

with a copy to:

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

16. **Entire Agreement.** This Agreement contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Agreement mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors and assigns.

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

18. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Maryland. It shall be enforceable exclusively by means of an action commenced in the Circuit Court for Allegany County, Maryland, and the parties hereto agree to be subject to the jurisdiction of such court and

further waive any claim that any action or proceeding arising out of or relating to this Agreement and commenced in such court is commenced in an inconvenient forum or one that lacks proper venue.

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

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

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

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

IN WITNESS WHEREOF, the parties have duly executed this Donation Agreement as of the dates set forth below.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS/ATTEST:





Allison Layton,
City Clerk



Kevin L. Rowan

9-20-23
Date



Annabel E. Rowan

9-20-2023
date

**MAYOR AND CITY COUNCIL
CUMBERLAND**

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

date

File Attachments for Item:

. Order 27,401 - approving a contribution of \$50,000 to match the Allegany County appropriation to the Baltimore Street Construction Impact Grant program with funding reassigned from the Micro-Revolving Loan Fund

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

ORDER NO. 27,401

DATE: February 6, 2024

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

THAT, a contribution to match the Allegany County appropriation to the Baltimore Street Construction Impact Grant program in the amount of Fifty Thousand Dollars and No Cents (\$50,000) with funding reassigned from the Micro-Revolving Loan Fund be and is hereby approved.

Raymond M. Morriss, Mayor