



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Seth D. Bernard
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilwoman Laurie P. Marchini

City Administrator Jeffrey D. Rhodes
City Solicitor Michael S. Cohen
City Clerk Marjorie A. Woodring

AGENDA

M&CC Regular Meeting
City Hall Council Chambers
57 N. Liberty Street
Cumberland, MD 21502

DATE: June 01, 2021

OPEN SESSION

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

1. Summary Statement of closed meeting held May 25, 2021

Proclamations

1. Proclaiming June 2021 as "Men's Health Month" in the City of Cumberland

Approval of Minutes

1. Approval of the Work Session Minutes of April 20 and April 27, 2021

Unfinished Business

(A) Ordinances

1. Ordinance No. 3886 (*2nd and 3rd readings*) - providing for the closure of a portion of a street known as Riverside Avenue, as requested by Northbranch Properties, LLC
2. Ordinance No. 3887 (*2nd and 3rd readings*) - providing for the City Tax Levy for FY22. Real Estate tax rate to remain at \$1.0595 per \$100 of assessed value. Personal Property tax rate to remain at \$2.648 per \$100 of assessed value.
3. Ordinance No. 3888 (*2nd and 3rd readings*) - providing for the annual expenditure appropriation for the FY22 General Fund
4. Ordinance No. 3889 (*2nd and 3rd readings*) - providing for the annual expenditure appropriation for the FY22 Water Fund

5. Ordinance No. 3890 (*2nd and 3rd readings*) - providing for the annual expenditure appropriation for the FY22 Sewer Fund
6. Ordinance No. 3891 (*2nd and 3rd readings*) - providing for the annual expenditure appropriations for the FY22 Special Purpose Funds

New Business

(A) Resolutions

1. Resolution R2021-04 - approving the submission of applications to the Maryland Department of Housing and Community Development's Community Legacy program for the consideration of awarding funding to the four projects that have been recommended by Cumberland's Sustainable Community's Workgroup
2. Resolution R2021-05 - approving the submission of an application to the Maryland Department of Housing and Community Development's Strategic Demolition Program for the consideration of awarding funding for the Cumberland Main Street Connections project that has been recommended by Cumberland's Sustainable Community's Workgroup

(B) Orders (Consent Agenda)

1. Order 26,801 - authorizing execution of a Concession License Agreement with Joyce Wormack granting the right to exclusively operate the Concession Area at Constitution park for the term of June 1, 2021, through September 30, 2021, for the fee of \$900
2. Order 26,802 - authorizing execution of an Outdoor Dining Lease Agreement with Ristorante Ottaviani, LLC and Uncle Jack's Pizzeria & Pub detailing terms for the use of the public right-of-way adjoining each establishment for a one (1) year term effective June 1, 2021 through May 31, 2022
3. Order 26,803 - authorizing the Chief of Police to execute a Memorandum of Understanding (MOU) by and between the Allegany County Sexual Assault Response Team (SART) and all SART partner agencies to establish the terms and conditions under which the SART will meet and function to collaboratively make system-wide improvements in response to sexual violence; said MOU to be for a term not longer than three (3) years from the effective date of the MOU
4. Order 26,804 - accepting the bid of Michael's Janitorial, Inc. to provide custodial services for City Hall, Public Safety Building, Municipal Services Center, and emergency clean-up services for the period July 1, 2021 - June 30, 2022, with the option to extend for two years by mutual consent. Basic service - \$7,745.60 per month; COVID cleaning service - \$440.00 per month; emergency on-site cleanup - \$60.00; emergency call-out cleanup - \$100.00
5. Order 26,805 - authorizing the City Administrator to execute all Seasonal Employment Agreements for the 2021 spring/summer season; given that said agreements shall not exceed six (6) months from the date of execution
6. Order 26,806 - authorizing the City Administrator to execute all FY22 Employment Agreement for part-time employees of the City

7. Order 26,807 - approving the award of funding from the Central Business District Facade Improvement Program to: 36 North Centre Street - \$10,000.00, 105 South Centre Street - \$3,750.00, 129 Baltimore Street - \$2,450.00, and 138 Baltimore Street - \$4,776.15, each of which represents a City project match of 25%
8. Order 26,808 declaring three (3) vehicles as surplus, and authorizing them for trade-in: 2004 Chrysler Concord VIN No. 2C3HD36M34H635884, 2007 Dodge Durango VIN No. 1D8HB38P57F537505, 2008 Dodge Durango VIN No. 1D8HB38N08F129090
9. Order 26,809 - appointing Ken Tressler, Director of Administrative Services, as Interim City Administrator effective June 1, 2021
10. Order 26,810 - authorizing acceptance of American Rescue Plan Act (ARPA) funding in the total amount of \$19,595,850 and authorizing the City Comptroller, Mayor and City Administrator to executed documentation necessary for the receipt and disbursement of these funds
11. Order 26,811 - approving Minor Amendment #1 05132021 to the 2021 Community Development Block Grant Program which increases the 2021 Constitution Park Improvements Splashpad Project by \$11,750, making the project total \$87,750

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

1. Proclaiming June 2021 as "Men's Health Month" in the City of Cumberland

City of Cumberland
- MARYLAND -

Proclamation

- WHEREAS,** *Despite advances in medical technology and research, men continue to live an average of five years less than women, with Native American and African-American men having the lowest life expectancy; and*
- WHEREAS,** *the Centers for Disease Control report that males are more likely to die from COVID-19 than females, and advise that safe behaviors including social distancing, wearing masks, and being vaccinated will help stop the spread of this pandemic; and*
- WHEREAS,** *educating the public and health care providers about the importance of a healthy lifestyle and early detection of male health problems will result in reducing rates of mortality from disease; and*
- WHEREAS,** *men who are educated about the value of preventive health will be more likely to participate in health screenings and to maintain a healthy lifestyle to be role models for their children; and*
- WHEREAS,** *Men's Health Network worked with Congress to develop a national men's health awareness period as a special campaign to help educate men, boys, and their families about the importance of positive health attitudes and preventative health practices; and*
- WHEREAS,** *the Men's Health Month web site has been established at www.MensHealthMonth.org and features resources, proclamations, and information about awareness events and activities, including Wear Blue for Men's health; and*


Now, Therefore, the Mayor and City Council of the City of Cumberland,
do hereby proclaim the month of June 2021 in the City of Cumberland as

“MEN’S HEALTH MONTH”


And encourage all our citizens to pursue preventative health practices and early detection efforts.

GIVEN UNDER OUR HANDS AND SEALS THIS 1ST DAY OF JUNE, IN THE YEAR 2021,
WITH THE CORPORATE SEAL OF THE CITY OF CUMBERLAND HERETO
ATTACHED, DULY ATTESTED BY THE CITY CLERK.

ATTEST:


Marjorie A. Woodring
City Clerk

MAYOR AND CITY COUNCIL
OF CUMBERLAND


Raymond M. Morriss
Mayor

File Attachments for Item:

1. Approval of the Work Session Minutes of April 20 and April 27, 2021

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, April 20, 2021
5:45 p.m.

This meeting was held via Video-Conference

PRESENT: Raymond M. Morriss, President; Council Members: Seth Bernard, Richard Cioni and Eugene Frazier. Laurie Marchini was absent.

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk; Robert Smith, City Engineer; Kathy McKenney, Community Development Program Manager; Lee Borrer, Community Development Specialist

I. AGENDA REVIEW – APRIL 20, 2021

Mayor Morriss reviewed the Reports and Minutes up for approval as well as the Closed Session Summary for the April 13 Closed Meeting, and called for any questions or comments. Being none, Mr. Rhodes reviewed Ordinance No. 3885, up for its 2nd and 3rd readings:

Ordinance No. 3885 (*2nd & 3rd Readings*) - granting Shenandoah Cable Television, LLC the non-exclusive right to use the city's public rights-of-way for the delivery of high-speed internet service to Frostburg State University.

Mr. Rhodes advised that this ordinance allows for Shenandoah Cable to use the City's rights-of-way, and in exchange the City gets the use of 12 strands of fiber.

Mr. Rhodes reviewed each item on the Consent Agenda:

Order 26,779 - authorizing the execution of an agreement with the Maryland Historical Trust for the receipt of \$100,000 in funding through the African American Heritage Preservation Program to assist with critical stabilization needs at Carver School, located at 340 Frederick Street, and approving a 100% City match of \$100,000 as required by the grant agreement.

Mr. Rhodes advised that the City does have \$100K budgeted for this project, and said some of the repairs due to vandalism will be replacing stolen copper piping, bathroom and fixtures, roof and window repairs, drywall, and elevator repairs.

Order 26,780- accepting the sole source proposal from Amazon Web Services, Inc. to provide hosting and support services for global cloud infrastructure for FY22 for an amount not-to-exceed \$28,000.

Mr. Rhodes advised that this is an ongoing relationship for cloud-based support services.

Order 26,781 - approving Amendment No. 9 02092021 to the Community Development Block Grant (CDBG) Program 2019 Annual Action Plan, effective April 20, 2021, to include reallocations for the 2020 South Penn Playground Project, the 20-19 PHA FCH Sidewalk Project, and 2019 Admin/Program Income.

Mr. Rhodes advised that this will allow for allocation of some unused administrative funds for the two projects listed in the order. Ms. Borrer advised the amount being re-allocated is approximately \$40K.

Order 26,782 - Accepting the bid from Carl Belt, Inc. for the Decatur Street 24" Crosstown Water Main Replacement Project (31-17-W) in the lump sum cost of \$3,112,885.95, contingent upon MD Department of the Environment approval.

Mr. Rhodes advised that this has been a critical project for quite a while, and said the bid came in well under what they had anticipated.

Order 26,783 - Accepting the sole source proposal from Hertrich Fleet Services, Inc. for one (1) 2021 Ford Expedition 4WD XL Regular Length in the amount not-to-exceed \$40,077 using joint pricing through Howard County, Maryland Contract #4400003197.

Mr. Rhodes advised that this vehicle is for the Fire Department, and was cooperatively purchased through Howard County bid pricing.

Order 26,784 - approving the submission of Community Development Block Grant (CDBG) 2021 Annual Action Plan proposed projects to the US Department of Housing and Urban Development for funding totaling \$797,370.00.

Mr. Rhodes advised that this is our annual plan submission, and will include 14 different projects for HUD funding.

Order 26,785 - appointing Reuben Lease to the Parks and Recreation Board to complete the term of Steve Bazarnik (Seat 8), with said term to be effective April 2, 2021 through February 1, 2024.

Mr. Rhodes stated that this was a good appointment and he's glad to see Mr. Lease back involved, and advised that Mr. Lease was a long-time employee of the City in the area of recreation.

Order 26,786 - authorizing an ARC Grant Agreement between the state of MD (acting through the DHCD) and the M&CC awarding grant assistance in the amount of \$300K to be used on the "Decatur Street 24" Crosstown Water Main Replacement", City Project 31-17-W, and providing a 2-year grant term.

Mr. Rhodes advised that this Appalachian Regional Commission grant provides part of the funding for City Project 31-17-W.

Discussion:

Mayor Morriss asked where the Carver School stands now, as far as getting the new Board in place, having the old Board sign documents and turn everything over to the new Board, and asked if tax returns were done, along with 501.3c status has being established. Mr. Cohen advised that the tax returns have been prepared, ready to go, but said due to an

illness he had which compromised his immune system, he held off in getting the people to sign the documents. He added that now that the illness is behind him, he is ready to get these things done.

Mayor Morriss stated that a lot of people are anxious to get to work over at the Carver School, and said after getting the vandalism damage fixed, and running some good solid projects through the Board, this will be very beneficial to the community.

Mr. Cohen advised that he was going to ask the members of the previous board to sign a limited power of attorney so that Mayor Morriss could act as proxy for their last meeting, where they would pass the ball over to the new Board. The Mayor stated that new board consists of people who know how to write grants and get programs for Carver, and are ready to go to work.

Mr. Rhodes and Mr. Smith discussed the Decatur Street project with Council, and said they were hoping the work to begin around August. Mr. Smith said the term is 150 days, and said the pipe will be replaced within that time frame, but street restoration needs time after that, and advised that paving plants will most likely be closed at the time asphalt is needed. He stated that this would involve a Change Order and time extension passed at a later date once they know the contractor's schedule, which would mean paving in the spring. Mr. Smith discussed the bidding process, saying that 3 of them were within 10% of the estimate, with the low bid coming in lower than their estimate. He added that delivery time on steel products are very delayed right now due to Covid, and said they first need approval to proceed from MDE and the MD Board of Public Works, as well.

Mr. Rhodes advised that there are a lot of utilities in the street, and said it will be a challenge, but feels sure the contractor will be able to handle it. He added, though, that it's an old street and a 24" large water main. Mr. Smith advised that Columbia Gas has already replaced pipe in that area, so that lets them know where all their active pipe is, which makes it less of a chance that they will hit it. He then mentioned the area that the work would encompass, and said the original water main was installed in 1937, and added that historically there were problems all over because of manufacturing standards, saying this pipe has seen the same failure mode throughout the country. He said although they have lasted this long, it will be good to get all of it replaced at one time.

II. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:01 p.m.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, April 27, 2021
4:30 p.m.

This meeting was held via Video-Conference

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

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk; Mark Gandolfi, City Comptroller; Kathy McKenney, Community Development Program Manager; Dee-Dee Ritchie, Canal Place

I. AGENDA REVIEW – MAY 4, 2021

Mayor Morriss reviewed the Reports and Minutes on the agenda and called for any questions or comments. Being none, Mr. Rhodes reviewed the three Orders on the Consent Agenda:

Order 26,787 – authorizing the purchase of a new Caterpillar 430 07A Backhoe Loader from Cleveland Brothers Caterpillar for the not-to-exceed amount of \$109,858 through a cooperative purchasing agreement with Sourcewell (Agreement #032119CAT).

Mr. Rhodes advised that this purchase is through a cooperative purchasing agreement, so there was a bidding process through Sourcewell. He stated that this backhoe is budgeted for the Water Department, and said the old one will go to the Parks and Recreation Department.

Order 26,788 – authorizing execution of a letter of support regarding the Passages of the Western Potomac Heritage Area's request for MD Heritage Areas Authority FY22 grant funding to hire a consultant to update the 2012 PWPFA's Management Plan and approving the provision of \$25,000 in funding towards the required match for the grant.

Dee-Dee Ritchie, Executive Director of the Canal Place Preservation & Development Authority, advised that the request of \$25K be used as match money for the MD Heritage Area Plan update through the MD Heritage Area Authority. She stated that the Authority is requiring all 13 heritage areas to update their 5-year plan for next year, but explained that since they're going through an expansion with the Allegany County, the City of Cumberland, George's Creek municipalities and Frostburg, she wanted to try to update the plan this year. She stated that in the expansion, Allegany College wants to be part of the Heritage Area, along with the YMCA, which will be the starting point of the new River Park Project. She added that the Decatur Street National Register, including the Carver Center and the Methodist Church also want to be included. She also said that Commissioner Shade is requesting the Cumberland Theatre become part of the Heritage Area, as well as parts of Greene Street, across from the Gates House.

Ms. Ritchie stated that she is also requesting funding from other areas in the County to be used as match, and wanted to let everyone know that this is not a regulatory program, it will just allow non-profits and municipalities to apply for Heritage Area funding – capital and non-capital – and they will be eligible for non-historic tax credits. She explained that the funding is a 1-1 match, but now it can be matched with in-kind services, which will help out a lot of the local non-profits.

Ms. Ritchie explained that she is asking for both a letter of support and the \$25K, which will be part of the match for the portion dealing with Cumberland, and stated that she's also asked for match money from the County. She said that the MD Dept. of Planning will be supplying in-kind service and amending the comp plans for Georges Creek municipalities. She added that the City of Cumberland's comp plan will need amending as well, and said she understands that the County will be providing some cash match. Ms. Ritchie said she is asking for the total cost of the project right now to be \$80K, or they will have to down-size the project.

Ms. Ritchie advised that they did a management plan update that was completed in 2014, with a consultant hired to do it, but that plan never was approved by the County or by the Heritage Area because there was opposition to the expansion due to a misunderstanding. She explained that they are hoping to just update that plan, with some new mapping, and advised that there are some public lands to include (i.e. The Narrows and the Rocky Gap area). She added that there will be some new themes as well, to pick up some African-American and Native American Indian heritage.

Ms. Ritchie further explained that this expansion is not another layer of zoning – it's just an opportunity for funding. In answer to a question from Council, Ms. Ritchie explained that to be able to apply for funding the property has to be in the heritage area, and said this will include new areas in the update. She said the Heritage Area Authority will make sure all plans are updated, but said she is not sure what repercussions would be if certain areas couldn't get their updates done. She said that she had thought she would be able to take on this by herself, but explained that it's too much, and said it would be more professional if a consultant handles it.

Order 26,789 – authorizing the Mayor and City Council to hire a recruitment firm to support the hiring process for the City Administrator position.

Mayor Morriss advised that he thought from the beginning that the City should have used a recruitment firm. He said that in the Selection process from the 26 applicants received, the citizens and participants on that committee were disappointed with the overall quality when looking at the resumés, and took the 26 received down to 4. He asked what Council's perspective on this was.

There was discussion from Council regarding serving on that committee, and about creating the rubric to rate the applicants, which was sent to Council to review. There was discussion about the concern of the difference in the scores and subjectivity, as well as discussion about some people on the committee believing there were 4-6 resumés that were well worth looking at that should be part of the process, whether a recruiter is hired or the City does it.

After more discussion, it appeared that all of Council was in agreement to let the 4 qualified applicants be passed to the recruiter, if that's the route to be taken. Mayor

Morriss agreed, saying he believed it was only fair to them, and said there could be a good candidate within that 4. He added that he believes with a position like City Administrator, with experience managing a 40M budget – to spend \$25K to get the right person is money well-spent.

II. FY22 INITIAL BUDGET PRESENTATION

Mark Gandolfi provided the attached PowerPoint for the FY22 Initial Budget Presentation, and advised that he was looking to do the follow-up presentation by May 4th, which he said would be plenty of time to adopt the new budget at the end of June. He went over the budget highlights, saying that they are not recommending any tax rate, sewer rate, or water rate increases. He added that the General Fund has a \$411K deficit, and that there are several options to reduce that deficit. Mr. Gandolfi also touched on the American Rescue Plan, and stated that the Municipal Parking Authority will require assistance, as it does every year. He added that he anticipates closing on the bond issuance tomorrow, and mentioned that Personnel cost increases would include a 2% COLA, pending final approval and union negotiations.

Mr. Gandolfi advised that there has been very favorable health insurance claim performance in the last 2 years, and stated that rates will be increasing 2.5% for FY22. He went over new equipment and capital projects debt, as well as FY22 grants and other assistance, and noted that the Carver School grant is now being spent in 2022 instead of 2021. He added that the assessable base is expected to decrease, with a \$101K budget reduction in tax revenue

Mr. Gandolfi advised on the top City FY22 COVID-19 concerns, and said FY22 budget recommendations are \$55K for COVID-19 expenditures, mostly PPE, \$45K for grant awards, and \$275K for projected revenue shortfalls, with the MPA being hit drastically by the pandemic. He also stated that water and sewer delinquencies with COVID-19 went up and up; there were folks with large balances due, and the City worked with customers providing information on financial assistance. He added that since January 1, 2021 the total due from at-risk customers has declined greatly.

Mr. Gandolfi provided more information on Personnel costs for FY22, saying that they are projecting a health insurance refund of \$960K. He also advised on Health Care Costs, and in answer to a question from Council, stated that there were no wild costs associated with COVID-19 hospitalizations, ventilators, etc. He added that there is a stop-loss in our health plan that kicks in when an individual reaches \$75K. Mr. Gandolfi explained that retiree health insurance is very low, comparatively, and the over-65 cost is zero, due to a new plan that provides over-65 supplemental coverage through LGIT. He said they're not seeing a lot of folks taking advantage of this, though, and said he assumes it's because people are working longer and living longer.

Mr. Gandolfi reviewed capital equipment, and went over the new vehicles budgeted. He stated that the new ladder truck, with a cost of \$1.3M, is expected to be received in FY22

Mr. Gandolfi summarized the capital expenditures ongoing projects, saying that they are expecting \$35M in expenditures towards capital projects in FY22, but said that the City is picking up \$65M in grants. He added that the amount of debt is reasonable and manageable – nothing to be concerned about. Mr. Gandolfi went over all the projects, amounts, and projected start times, which is all included in the PowerPoint presentation. Looking at the City-Wide Debt Service Requirements, Mr. Gandolfi explained that the new debt is very manageable, and reviewed the Annual Debt Service, explaining that the spikes shown are existing debt, with the bond that they are closing on tomorrow creating savings.

Mr. Gandolfi reviewed the Proprietary Funds budget and said overall, utilities are profitable, with the Water Fund expected to finish with \$337K, and the Sewer Fund with \$14.7M. He said trash service almost broke even, with the MPA projecting a negative \$126K, which the GF will supplement. He went over the different funds and cash flows in more detail, and in answer to a question from Council, explained that the MPA's total operating expenses are around a half million dollars annually, and said it will benefit the City to use ARPA funds to supplement the MPA because it will put the GF in a better position. He added that as far as the parking garages go, there have been super heavy reductions in revenue. He advised that largest expense for the MPA is personnel, but said that it's mostly made up of lot of smaller expenses.

Mr. Gandolfi reviewed General Funds, and explained revenues, expenditures, and unassigned surplus. He reviewed GF FY21 vs. FY22, and went over the department variances. He advised that for the GF Fund Balance, the City's fund balance policy has a target goal of 25% of budget expenditures. He also explained the three different types of fund balances: non-spendable, restricted, and unassigned. Mr. Gandolfi said without using any ARPA funds, the City will be within 51% of its goal, and projecting a \$1.1M surplus in 2021, with a \$411K loss and a gap of about \$2.8M, so he recommends using ARPA funds, to bring the deficit down to \$96K.

Mr. Gandolfi advised on the debt refunding savings and said in the GF in 2021, the City saved \$132K, and will save \$253K in 2022. He also went over City grant matching amounts, which come to \$197K, and said they have not all been submitted yet, but they have all been budgeted. Ms. McKenney advised on the matches concerning Community Development. Mr. Gandolfi reviewed the other discretionary components, which amount to \$165K. He went over the last slide, Key Points, and asked M&CC if they wanted to use the ARPA funding to support the GF.

Mayor Morriss stated that this would be a good use of the ARPA funds, without question, and said the continued use of ARPA funds going forward is also critical. The Mayor also said it was great news that there will be no increases in water, sewer, taxes or trash removal, and stated that the City continues to be headed in the right direction with the GF balance. Mayor Morriss discussed expenditures that could Mr. Gandolfi said could possibly be eliminated, and stated that all of the projects are important, and he wouldn't recommend reducing any of them. He said all are excellent programs for the City that should continue to be funded. Mr. Gandolfi also discussed assessable tax base, and said there is a lot of allowance on constant yield notice for adjustments to the assessments. He advised if those come in less, revenues will go up.

Mr. Gandolfi advised that he will give M&CC time to think about everything he talked about today, and come back with a follow-up presentation on May 4th or 11th, and include the ARPA funding as being earmarked. He said it would be presented in a consolidated fashion, to see if M&CC are still comfortable with it, or if more adjustments are needed.

III. DISCUSSION: EXTENDING PROVISIONS OF CURRENT HISTORIC DISTRICT TAX INCENTIVE PROGRAM

Ms. McKenney provided background on this incentive program, and said it originated in 1987 as two Ordinances: 10% property tax credit, and property tax assessment freeze up to 10 years. She stated that the language in those original documents assumed that Canal Place Preservation District and the Certified Heritage Area boundaries mirrored each other, which has led to confusion about whether a heritage area designation comes with restrictions. She also mentioned that Cumberland had the first designated heritage area in the state of MD. She said the root of the

issue is whether or not the language in the ordinances is clear enough to provide the same incentives to what became the expanded Heritage Area in 2017 - which is now known as the Passages of the Western Potomac – and now to the possibility of boundary expansion again.

Ms. McKenney advised that in order to have the programs benefit the most people, the Code language may have to be revisited, to make sure they're tight enough that the incentives are available to as many people that would possibly have access to them. She said it won't change anything about the programs, and provided a copy of the tax incentive application via email to M&CC.

Mayor Morriss agreed that anything they can do to clarify the ordinances to make them easier to understand is critical, and said that as long as it doesn't come with any restrictions, and simply allows property owners to take advantage of the programs, it could be a good thing. He said a worry he has is property restrictions. Ms. McKenney advised that the only restriction is to make sure that applicants to the program abide by the conditions of the program.

With no additional comments or questions from Council, Mayor Morriss stated that they will look over the application Ms. McKenney sent them and if they have any concerns they will discuss further.

IV. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6: 21 p.m.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____

City of Cumberland

FY 2022 Initial Budget Presentation April 27, 2021

1

04/27/2021

FY 2022 Budget Highlights

- The assessable base is expected to decrease 2.15%
- General fund deficit \$411K prior to utilization of American Rescue Plan funding;\$96K deficit with utilization
- American Rescue Plan Act (ARPA) – Recommended total utilization of \$375K for FY 2022
- MPA requires General Fund assistance of \$41K or designated ARPA funding and DDC requires General Fund assistance of \$23K
- Debt refunding savings
- No recommended utility rate increases
- Personnel cost increases – 2% COLA, pending final approval and union negotiations.
- Health insurance claim performance has been very favorable the last two years – rates are increasing 2.5% for FY 2022
- New equipment and capital projects debt – General Fund - \$4.7 million, Water Fund \$3.8 million, Sewer \$8.3 million
- FY22 grant and other financial assistance – General - \$7.2 million, Water \$1.0 million, Sewer \$15.9 million.
- Discretionary grant matches and special programs

2

04/27/2021

American Rescue Plan Act (ARPA)

According to the Maryland Municipal League's website, the City of Cumberland is slated to receive a total of \$20,180,125 to:

- Respond to the COVID-19 public health emergency, or its negative economic impacts, including by providing assistance to households, small businesses, and nonprofits, or aid to impacted industries, such as tourism, travel, and hospitality;
- Respond to workers performing essential work during the COVID-19 pandemic by providing premium pay to eligible workers performing essential work or by providing grants to eligible employers that have eligible workers;
- Provide government services, to the extent COVID-19 caused a reduction of revenues collected in the most recent full fiscal year;
- Make necessary investments in water, sewer, or broadband infrastructure.

- **FY 2022 Budget Recommendations:**
 - \$55K for budgeted COVID-19 expenditures
 - \$45K for City Hall grant awards to tourism and hospitality
 - \$275K for projected revenue shortfalls (189K General Fund, 86K MPA)
- **Utilization:**
 - \$274K in FY22 General Fund Budget
 - \$39,800 for budgeted COVID-19 expenditures
 - \$45,000 for City Hall grant awards to tourism and hospitality
 - \$189,545 for projected revenue shortfalls
 - \$86K in FY 22 MPA Fund Budget
 - \$85,662 for projected revenue shortfalls (reduces General Fund Transfer to MPA by \$41K and increases MPA cash on hand for FY23 to 45K.
 - \$7K in FY 22 Water Fund Budget
 - \$7,000 for budgeted COVID-19 expenditures

04/27/2021

3

Assessable Real Property Tax Base

Dollar Figures are in Thousands (000's)				
Fiscal Year Ending	Constant Yield Notice Assessable Base Estimate	Tax Rate	Tax Levy	Year-to- Year Inc (Dec)
6/30/2014	\$ 859,193	\$ 0.9654	\$ 8,294.6	\$ 138.9
6/30/2015	\$ 867,489	\$ 0.9654	\$ 8,374.7	\$ 80.1
6/30/2016	\$ 843,326	\$ 0.9654	\$ 8,141.5	\$ (233.2)
6/30/2017	\$ 858,693	\$ 0.9654	\$ 8,289.8	\$ 148.3
6/30/2018	\$ 864,731	\$ 1.0595	\$ 9,161.8	\$ 872.0
6/30/2019	\$ 863,802	\$ 1.0595	\$ 9,152.0	\$ (9.8)
6/30/2020	\$ 890,094	\$ 1.0595	\$ 9,430.5	\$ 278.5
6/30/2021	\$ 902,322	\$ 1.0595	\$ 9,560.1	\$ 129.6
6/30/2022	\$ 882,928	\$ 1.0595	\$ 9,354.6	\$ (205.5)

Key Points

- Constant yield rate is \$1.0860.
- Keeping the same rate as FY 2021 represents a budgeted revenue decrease of \$101,000.

04/27/2021

4

FY 2022 COVID-19 Concerns

- Income tax allocation
- Highway User Revenue
- Hotel Motel
- Interest Income
- MPA Cash Assistance
- Penalties & Interest
- Police Protection
- Traders' Licenses
- Building Permits
- Tax Collections
- Water/Sewer delinquencies

City of Cumberland
General Fund

COVID-19 Impacts	FY 2021		FY 2022	
	Initial Budget	Revised Budget	Difference	Initial Budget
Income Tax Allocation	\$ 1,057,500	\$ 1,370,000	\$ 312,500	\$ 1,313,000
Highway User Revenue	916,075	1,098,563	182,488	1,164,000
Hotel/Motel	191,000	250,000	59,000	280,000
Interest	58,500	31,000	(27,500)	40,400
MPA Cash Assistance	(132,000)	(163,045)	(31,045)	40,818
Admissions & Amusement	8,000	8,000	-	10,000
RE Tax Penalties & Interest	520,000	560,000	40,000	419,000
Police Protection	495,000	480,000	(15,000)	471,049
Trader's License	44,300	44,300	-	40,600
Building Permits	25,600	125,000	99,400	25,400
	<u>\$ 3,183,975</u>	<u>\$ 3,803,818</u>	<u>\$ 619,843</u>	<u>\$ 3,804,267</u>

5

04/27/2021

Personnel Costs FY 2022

- COLA increases of 2% for all employees (subject to union negotiations).
- Health insurance increase of 2.5%.
- Projecting a FY 2021 health insurance refund of \$960K (FY 2020 \$1.1M, FY19 \$200K, FY 18 \$600K). The large health claim refund may be caused by the pandemic due to reductions in non-emergency doctor visits and surgical procedures.
- Plan option existing staff mix = 56 Individual, 67 2-party, 75 Family and 38 opt-outs- currently there are 6 vacant positions.
- General Fund personnel cost comprise 67.4% of the expenditure budget.

6

04/27/2021

Health Insurance Costs

City of Cumberland							
FY 2022 Projected Health Care Costs							
		City Expense		Employee / retiree Cost			
Fund		Health Insurance Cost	Retiree Health Ins	Employee Cost	Retiree Cost	Over 65 Retiree Cost	
							Total Insurance
001	General	\$ 3,163,915	\$ 24,852	\$ 274,732	\$ 25,907	\$ -	\$ 3,489,406
002	Water	772,111	9,688	31,150	35,783	-	848,732
003	Sewer	839,236	9,043	36,880	29,480	-	914,639
017	DDC	31,786	-	3,213	-	-	34,999
020	MPA	39,695	-	1,756	-	-	41,451
111	CDBG	20,261	-	2,048	-	-	22,309
Total		\$ 4,867,004	\$ 43,583	\$ 349,779	\$ 91,170	\$ -	\$ 5,351,536

7

04/27/2021

FY 2022 Capital Equipment

General Fund		Existing Debt	Grant	New 21 - 7	New 21 - 10	New 21 - 20	Total	Total New Debt
038	IT	Begin replacing WIFI access pts in city bldgs	\$ -	\$ 10,000	\$ -	\$ -	\$ 10,000	\$ 10,000
039	IT	Folder/sealer	-	10,000	-	-	10,000	10,000
033	IT	SAN drives to replace aging ones	-	85,000	-	-	85,000	85,000
040	Police	Admin Vehicles (2)	-	50,000	-	-	50,000	50,000
040	Police	Patrol Vehicles (4)	-	200,000	-	-	200,000	200,000
043	Fire	New Ambulance	119,061	-	175,998	-	295,000	175,998
043	Fire	New Car #3	-	40,000	-	-	40,000	40,000
043	Fire	Ladder Truck	1,200,000	-	-	97,569	1,297,569	97,569
030B	Fire	Misc Equipment (FEMA Grant)	-	282,600	51,400	-	314,000	31,400
056	Street	2 ton roller (replaces 2 old rollers)	-	-	17,000	-	17,000	17,000
056	Street	F150 4x4 truck to replace #202	-	94,500	-	-	94,500	94,500
056	Street	F350 Dump truck w/plow & spreader to replace #209 or #207	-	-	90,000	-	90,000	90,000
056	Street	Hyundai Santa Fe SUV to replace #201	-	50,000	-	-	50,000	50,000
057	Snow	9'2" V-plow w/ plow kit and controls	-	-	6,500	-	6,500	6,500
057	Snow	V-box salt spreader for 1 ton pick-up	-	-	8,000	-	8,000	8,000
078	Parks	F250 pickup to replace #506 truck	-	33,000	-	-	33,000	33,000
078	Parks	Infield grooming machine w/ switch box	-	-	5,200	-	5,200	5,200
Total General Fund			1,519,061	282,600	442,500	354,069	2,475,769	274,108

Ladder Truck on order – expected delivery in FY 2022 - \$1.3 million

8

04/27/2021

FY 2022 Capital Equipment

Water Fund								
220	Wtr Dist	5 Ton Dump w/Plow and Spreader	-	-	-	160,000	160,000	160,000
220	Wtr Dist	New Bobcat	-	-	-	50,000	50,000	50,000
220	Wtr Dist	Caterpillar Backhoe	110,000	-	-	-	110,000	-
220	Wtr Dist	New Tool Body Truck to Replace 311	-	-	-	47,500	47,500	47,500
220	Wtr Dist	Street Saw Attachment for Bobcat	-	-	-	15,000	15,000	15,000
230	Wtr Filtr	Anthracite & Sand Filter Media	-	-	-	50,000	50,000	50,000
230	Wtr Filtr	DAF Clarification Compressors	16,872	-	-	8,128	25,000	8,128
230	Wtr Filtr	SCADA	-	-	-	50,000	50,000	50,000
230	Wtr Filtr	Sludge Thickener Mixer	15,000	-	-	-	15,000	-
Total Water Fund			141,872	-	-	380,628	522,500	380,628
Sewer Fund								
510	Swr WWTP	1/2 ton Single cab 4 x 4 Truck to replace 1999 Jeep	-	-	35,000	-	35,000	35,000
510	Swr WWTP	SCADA	25,279	-	-	24,721	50,000	24,721
320	Swr Sani	New camera truck	-	-	-	250,000	250,000	250,000
320	Swr Sani	SUV to replace 601	-	-	30,000	-	30,000	30,000
320	Swr Sani	Tow behind compressor	-	-	-	20,000	20,000	20,000
510	Swr Fid	Purchase a Flex-Wing Rotary Cutter	-	-	-	30,000	30,000	30,000
Total Sewer Fund			25,279	-	65,000	324,721	415,000	389,721
City-wide			\$ 1,486,212	\$ 282,600	\$ 507,500	\$ 1,098,388	\$ 97,569	\$ 3,413,269

9

04/27/2021

Capital Expenditures Ongoing Projects Summary

Combined	Expenditures				Funding Sources			
	Prior Years	FY 2022	FY 2023 +	Total	Existing Debt	New debt	Grant	Cash
General	\$ 848,585	\$ 11,473,693	\$ 7,000,000	\$ 19,322,278	\$ 3,270,158	\$ 3,844,196	\$ 12,207,924	\$ -
Water	-	4,454,401	400,000	4,854,401	411,515	3,439,886	1,003,000	-
Sewer	1,904,190	18,960,000	40,163,260	61,027,450	554,700	7,872,283	51,704,020	896,447
Combined	\$ 2,752,775	\$ 34,888,094	\$ 47,563,260	\$ 85,204,129	\$ 4,236,373	\$ 15,156,365	\$ 64,914,944	\$ 896,447

- Significant multi-year projects are in process or planned
- New debt will be required
- Significant financial assistance is expected (grants).
- Debt & grants will be drawn down as construction progresses on multi-year projects

10

04/27/2021

Capital Project Expenditures General Fund

General Fund	Expenditures				Funding Sources				
	Prior Years	FY 2022	FY 2023 +	Total	Existing Debt	New debt	Grant	Existing	New
Cap City Hall Elevator Upgrade	\$ -	\$ 170,000	\$ -	\$ 170,000	\$ 9,833	\$ 160,167	\$ -	CDA 19	TBD
Cap Constitution Park Playground Resurfacing	-	107,800	-	107,800	-	10,800	97,000	-	TBD
Cap Cumberland Street Bridge Design	54,440	100,000	-	154,440	-	-	154,440	-	CSX/FHA
Cap Baltimore St Town Center Project	678,002	6,500,000	6,500,000	13,678,002	2,413,053	2,895,501	8,369,448	Various	TBD
Cap Virginia Avenue (Comm Enhance)	-	240,000	-	240,000	-	95,000	145,000	-	TBD
Cap Mason Rec Complex (CP&P)	-	56,969	-	56,969	-	-	-	56,969	-
Cap MSC Pole Building	-	80,000	-	80,000	-	80,000	-	-	TBD
Cap Baltimore St Bridge Construction	14,475	3,000,000	500,000	3,514,475	715,000	-	2,799,475	G08 21	-
Cap McMullen St Bridge Design/Const	10,000	300,000	-	310,000	17,272	52,728	240,000	G08 21	TBD
Cap Marion St Bridge	-	100,000	-	100,000	-	100,000	-	-	TBD
Cap Marbles (CP&P)	91,668	3,924	-	95,592	-	-	-	95,592	-
Cap Long Field Improve. (POS)	-	165,000	-	165,000	15,000	-	150,000	G08 21	-
Cap MHT Cap Grant - 19 Fred St	-	200,000	-	200,000	100,000	-	100,000	G08 21	-
Cap Intersect Light Improvements	-	50,000	-	50,000	-	50,000	-	-	TBD
St Imp Misc Paving Projects	-	400,000	-	400,000	-	400,000	-	-	TBD
Total General Fund	\$ 848,585	\$ 11,473,693	\$ 7,000,000	\$ 19,122,278	\$ 1,170,158	\$ 3,844,196	\$ 12,207,824		
Future									
Bridge Fayette St Bridge	\$ 36,988	\$ -	\$ 4,000,000	\$ 4,036,988	\$ -	\$ -	\$ 4,036,988	-	CSX/FHA
Bridge Cumberland St Bridge Replacement	-	-	5,000,000	5,000,000	-	-	5,000,000	-	CSX/FHA
Bridge Washington St Bridge	36,218	-	4,000,000	4,036,218	36,218	800,000	3,200,000	-	FHA/TBD
Bridge Valley St Bridge	-	-	240,000	240,000	-	80,000	160,000	-	TBD
Infra Decatur St Area Light Replacement	-	-	60,000	60,000	-	60,000	-	-	TBD
Infra MSC Fuel Station	-	-	150,000	150,000	-	150,000	-	-	TBD
Bldg City Hall - P.S. Bldg HVAC	-	-	1,360,000	1,360,000	-	-	1,360,000	-	Amer Revo?*
Bldg City Hall - P.S. Bldg Elevator	-	-	260,000	260,000	-	260,000	-	-	TBD
Total Future	\$ 73,206	\$ -	\$ 15,070,000	\$ 15,143,206	\$ 36,218	\$ 1,350,000	\$ 11,756,988		

- An additional \$2.9 million in new debt is expected to be required to complete the Balt. St Access project. Amount depends on construction bids, additional funding approval, no state pullback

11

04/27/2021

Capital Project Expenditures Water Fund

Water Fund	Expenditures				Funding Sources				
	Prior Years	FY 2022	FY 2023 +	Total	Existing Debt	New debt	Grant	Existing	New
Dist Cross connections Program	\$ -	\$ 200,000	\$ -	\$ 200,000	\$ -	\$ 200,000	\$ -	-	TBD
Dist Hydrant/Valve Replacement	-	200,000	-	200,000	-	200,000	-	-	TBD
Dist Water main replacement	-	80,000	-	80,000	-	80,000	-	-	TBD
Dist Industrial Blvd Bridge Waterline	-	411,515	-	411,515	411,515	-	-	G08 21	-
Dist Leak Detection System	-	300,000	-	300,000	-	300,000	-	-	TBD
Dist Fort Hill Reservoir Cover Replacement	-	100,000	400,000	500,000	-	500,000	-	-	TBD
Dist Decatur St Waterline	-	3,162,886	-	3,162,886	-	2,159,886	1,003,000	-	DWSRF 2020
Total Water Fund	\$ -	\$ 4,454,401	\$ 400,000	\$ 4,854,401	\$ 411,515	\$ 3,439,886	\$ 1,003,000		
Future									
Filter Filter Building	\$ -	\$ -	\$ 20,000,000	\$ 20,000,000	\$ -	\$ 20,000,000	\$ -	-	Amer Revo?*
Filter Settling Basin Upgrade	-	-	300,000	300,000	-	300,000	-	-	TBD
Filter Water Storage Tank Maintenance	-	-	250,000	250,000	-	250,000	-	-	TBD
Total Future	\$ -	\$ -	\$ 20,550,000	\$ 20,550,000	\$ -	\$ 20,550,000	\$ -		

12

04/27/2021

Capital Project Expenditures Sewer Fund

Sewer Fund	Expenditures				Funding Sources				
	Prior Years	FY 2022	FY 2023 +	Total	Existing Debt	New debt	Grant	Cash	Debt Source
WWTP Blower Building Switchgear Rep	\$ 119,100	\$ 310,000	\$ -	\$ 429,100	\$ 322,610	\$ -	\$ -	\$ 106,490	Various
WWTP Influent Screen Design/Const	-	300,000	-	300,000	-	300,000	-	-	TBD
WWTP Roofs	-	100,000	-	100,000	-	100,000	-	-	TBD
Flood Flood Control Concrete Repairs	-	250,000	-	250,000	62,000	-	188,000	-	GOB 21
Sani Mill Race 78" Pipeline	1,615,000	17,000,000	35,000,000	53,615,000	-	6,701,875	46,123,168	789,957	WOSRF 2020-1
Sani Evitts Creeek CSD P-3	170,090	1,000,000	5,163,260	6,333,350	170,090	770,408	5,392,852	-	WOSRF 2020-2
Total Sewer Fund	\$ 1,904,190	\$ 18,960,000	\$ 40,163,260	\$ 61,027,450	\$ 554,700	\$ 7,872,283	\$ 51,704,020	\$ 896,447	
Future									
Sani Evitts Creek CSO P-4	\$ -	\$ -	\$ 8,150,000	\$ 8,150,000	\$ -	\$ 1,018,750	\$ 7,131,250	-	WOSRF 2021
Sani Dingle West Storm Imp	-	-	5,100,000	5,100,000	-	5,100,000	-	-	TBD
Sani North End CSO	-	-	2,600,000	2,600,000	-	412,500	2,187,500	-	WOSRF 2021
Total Future	\$ -	\$ -	\$ 15,850,000	\$ 15,850,000	\$ -	\$ 6,531,250	\$ 9,318,750	\$ -	

- Mill Race Pipeline and Evitts Phase 3 funding approved
- Evitts Creek Phase 4 requested

13

04/27/2021

City-Wide Debt Service Requirements (000's)

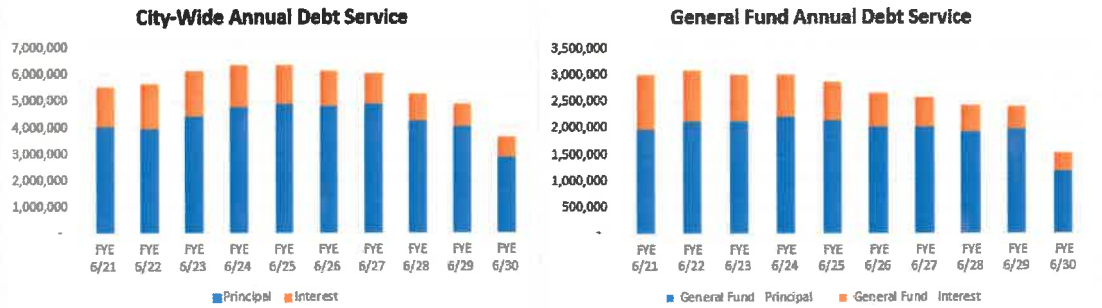
Year	Governmental Funds		Proprietary Funds		City-Wide		
	Principal	Interest	Principal	Interest	Principal	Interest	Total
2022	\$ 2,430	\$ 1,162	\$ 1,492	\$ 567	\$ 3,922	\$ 1,729	\$ 5,651
2023	2,545	1,164	1,867	551	4,412	1,715	6,127
2024	2,644	1,071	2,097	527	4,741	1,598	6,339
2025	2,602	983	2,296	490	4,898	1,473	6,371
2026	2,484	885	2,315	441	4,799	1,326	6,125
2027 - 2031	10,314	3,004	8,663	1,447	18,977	4,451	23,428
2032 - 2036	6,523	1,280	4,585	685	11,108	1,965	13,073
2037 - 2041	2,355	324	4,176	843	6,531	1,167	7,698
2042 - 2046	364	71	2,673	241	3,037	312	3,349
2047 - 2051	407	28	2,342	77	2,749	105	2,854
2052 - 2056	-	-	376	3	376	3	379
Total	\$ 32,668	\$ 9,972	\$ 32,882	\$ 5,872	\$ 65,550	\$ 15,844	\$ 81,394

- Expected debt service on new 2022 debt is reflected in the table above.

14

04/27/2021

Annual Debt Service Requirements



City-wide annual debt service requirements for existing and new FY 2022 debt is manageable.

15

04/27/2021

Proprietary Funds FY 2022 Budget

	Water	Sewer	Non-Major		Total
			Trash	MPA	
Operating Revenues:					
Charges for Services:					
Domestic	\$ 2,625,000	\$ 5,486,000	\$ 1,780,200	\$ -	\$ 9,891,200
Industrial	2,351,000	761,000	3,900	-	3,115,900
Sanitary commissions	-	3,502,000	-	-	3,502,000
Water companies	2,108,000	-	-	-	2,108,000
Rents/concessions	-	-	-	307,173	307,173
Connection Charges	150,000	2,200	-	-	152,200
Other	276,200	670,600	43,275	17,000	1,007,075
Total Operating Revenues	7,530,200	10,430,600	1,777,375	324,173	20,042,548
Operating Expenses:					
Personal services	3,056,057	3,453,891	-	168,432	6,678,380
Utilities	200,600	422,500	-	21,000	644,100
Supplies	273,000	452,000	-	-	725,000
Repairs and maintenance	877,500	370,400	-	17,870	1,265,870
Landfill and recycling	200	9,900	488,526	-	497,726
Depreciation	1,281,125	2,441,467	-	138,738	3,871,330
Contractual services	349,500	1,135,324	1,098,908	19,710	2,603,437
Other operating expenses	1,245,426	865,583	193,200	49,482	2,553,705
Total Operating Expenses	7,295,526	9,290,175	1,780,638	415,132	18,879,548
Non-Operating Revenues (Expenses):					
Interest Income	9,800	14,900	-	-	24,700
Interest expense	(427,586)	(178,064)	-	(76,170)	(681,820)
Other nonoperating revenue	-	-	-	-	-
Total Non-Operating Income (Loss)	(417,786)	(163,164)	-	(76,170)	(657,120)
Net Income Before Contributions, Special Items, and Transfers	(301,094)	977,461	(3,258)	(167,229)	505,880
Transfers-in and other sources	-	-	-	-	-
Grant Income	1,008,000	15,938,000	-	-	16,946,000
Transfers-out PILOT	(864,615)	(2,152,372)	-	-	(2,516,987)
Transfers-in (out)	-	-	-	40,750	40,750
Other Uses	-	-	-	-	-
Total Other Sources (Uses)	838,385	13,785,628	-	40,750	14,464,763
FY 2022 Projected Net Income	\$ 997,291	\$ 14,768,089	\$ (3,258)	\$ (126,479)	\$ 14,970,643

16

04/27/2021

Proprietary Funds FY 2022 Budget

continued

	Water	Sewer	Non-Major		Total
			Trash	MPA	
FY 2022 Projected Net Income	\$ 337,291	\$ 14,763,089	\$ (3,258)	\$ (126,479)	\$ 14,970,643
Add Depreciation	1,291,125	2,441,467	-	138,738	3,871,330
Add Financing Proceeds	3,972,619	3,039,721	-	-	7,012,340
Less Capital Purchases	(4,976,901)	(19,375,000)	-	-	(24,351,901)
Less Principal Payments	(857,947)	(815,956)	-	(12,259)	(1,686,162)
Cash Flow	\$ (233,813)	\$ 53,321	\$ (3,258)	\$ -	\$ (183,750)
Cash/Investments expected at 6-30-2022	4,796,450	9,467,742	258,965	-	14,523,157

- **Water Fund** - In FY 19 we recommended a series of 3 annual 5% water rate increases. No rate increase is recommended for FY 22.
- **Water Fund** - includes a \$100K timber sale in the water supply watershed.

17

04/27/2021

Proprietary Funds FY 2022 Budget

continued

- **Sewer Fund** - The large Sewer Fund projected net income is primarily due to the BRF Grant from the State of Maryland, which will be utilized on the Mill Race Pipeline project. The cash flow is expected to be \$53K, bringing sewer fund cash to \$9.5 million.
- **Water Fund** – The Water Fund is showing revenue of \$7.4 million and projected net income of \$337K, but a slight negative cash flow after capital purchases and financing of \$234K. Cash flow is manageable with an expected cash balance in excess of \$4.7 million.
- **Trash Fund** – the slight projected negative cash flow is manageable with cash balance of over \$250K.
- **MPA** – Budget includes \$163K and \$41K General Fund subsidies in FY21 & FY22 respectively. Both years reflect revenue reductions due to the COVID-19 pandemic.

18

04/27/2021

Proprietary Funds FY 2022 Budget with ARPA Funding Utilization

	Water	Sewer	Non-Major		Total
			Trash	MPA	
Operating Revenues:					
Charges for services:					
Domestic	\$ 2,625,000	\$ 5,495,000	\$ 1,730,200	\$ -	\$ 9,850,200
Industrial	2,351,000	761,000	3,800	-	3,115,800
Sanitary commissions	-	3,502,000	-	-	3,502,000
Water companies	2,108,000	-	-	307,173	2,108,000
Fees/concessions	-	-	-	-	307,173
Connection Charges	150,000	2,200	-	-	152,200
Other	276,200	870,600	43,375	102,662	1,092,737
Total Operating Revenues	7,510,200	10,430,800	1,777,375	409,835	20,128,210
Operating Expenses:					
Personal services	3,056,067	1,453,891	-	168,482	6,678,380
Utilities	203,600	422,500	-	21,000	647,100
Supplies	273,000	492,000	-	-	765,000
Repairs and maintenance	877,600	370,400	-	17,870	1,265,870
Landfill and recycling	200	9,000	488,538	-	497,738
Depreciation	1,291,125	2,441,467	-	138,738	3,871,330
Contractual services	349,500	1,335,324	1,088,803	19,710	2,603,437
Other operating expenses	1,345,426	955,539	273,332	49,483	2,553,709
Total Operating Expenses	7,333,528	9,380,115	1,780,638	416,233	18,879,546
Non-Operating Revenues (Expenses):					
Interest income	9,800	14,900	-	-	24,700
Interest expense	(427,586)	(178,064)	-	(76,170)	(681,820)
Other nonoperating revenue	-	-	-	-	-
Total Non-Operating Income (Loss)	(417,786)	(243,164)	-	(76,170)	(637,120)
Net Income Before Contributions, Special Items, and Transfers	(801,084)	977,461	(3,218)	(81,847)	591,542
Transfers-in and other sources	-	-	-	-	-
Grants income	1,003,000	15,938,000	-	-	16,941,000
Transfer-out FLOT	(364,615)	(2,352,372)	-	-	(2,516,987)
Transfer-in (out)	-	-	-	-	-
Other Uses	-	-	-	-	-
Total other Sources (Uses)	638,385	13,785,628	-	-	14,424,013
FY 2022 Projected Net Income	\$ 837,191	\$ 14,763,089	\$ (3,258)	\$ (81,567)	\$ 15,015,555
Cash/Investments expected at 6-30-2022	4,796,450	9,467,742	258,965	44,912	14,568,069

19

04/27/2021

Proprietary Funds FY 2022 Budget with ARPA Funding Utilization

	Water	Sewer	Non-Major		Total
			Trash	MPA	
FY 2022 Projected Net Income	\$ 837,191	\$ 14,763,089	\$ (3,258)	\$ (81,567)	\$ 15,015,555
Add Depreciation	1,291,125	2,441,467	-	138,738	3,871,330
Add Financing Proceeds	3,972,619	3,039,721	-	-	7,012,340
Less Capital Purchases	(4,976,901)	(19,375,000)	-	-	(24,351,901)
Less Principal Payments	(857,947)	(815,956)	-	(12,259)	(1,686,162)
Cash Flow	\$ (233,813)	\$ 53,321	\$ (3,258)	\$ 44,912	\$ (138,838)
Cash/Investments expected at 6-30-2022	4,796,450	9,467,742	258,965	44,912	14,568,069

- **MPA**- American Rescue Plan Act funding utilization allow for MPA to produce a \$45K cash surplus and reduces General Fund assistance to \$0 for FY 22.

20

04/27/2021

Budget

	General Fund	Housing Assistance	Non-Major Governmental Funds							Total	
			DDC	CDRG	Police Grants	Special Projects	Community Legacy	Capital Projects	Street Improve		
Revenues											
Taxes	\$ 12,611,449	\$ -	\$ 184,490	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,795,939
Licenses & Permits	102,700	-	-	-	-	-	-	-	-	-	102,700
Intergovernmental	5,346,052	2,375,904	-	829,890	790,544	318,290	925,000	7,202,178	-	-	15,187,958
Service Charges	1,624,700	-	-	-	-	-	-	-	-	-	1,624,700
Fines, Forfeitures & Interest	40,400	-	-	14,800	-	-	-	-	-	-	55,200
Misc	1,256,100	-	14,000	-	-	-	-	-	-	-	1,288,100
	18,979,401	2,375,904	198,490	844,190	790,544	318,290	925,000	7,202,178	-	-	31,038,997
Expenditures											
General Government	1,817,857	-	220,936	-	-	-	-	-	-	-	2,038,793
Public Safety	15,571,109	-	-	-	830,673	-	-	-	-	-	14,401,782
Public Works	2,804,115	-	-	-	-	-	-	-	-	-	2,804,115
Recreation	887,569	-	-	-	-	-	-	-	-	-	887,569
Community Dev. & Housing	1,424,026	2,375,904	-	104,560	-	478,290	325,000	-	-	-	4,707,780
Capital Outlay	-	-	-	659,830	-	-	-	11,079,303	400,000	-	12,139,133
Debt Service	3,179,707	-	-	79,800	-	-	-	-	-	-	3,259,507
	25,684,383	2,375,904	220,936	844,190	830,673	478,290	325,000	11,079,303	400,000	-	40,238,679
Revenue in Excess of (less than) expenditures	(4,704,982)	-	(22,446)	-	(40,129)	(160,000)	-	(5,877,125)	(400,000)	-	(9,204,682)
Other Financing Sources (Uses)											
Financing Proceeds	4,718,304	-	-	-	-	-	-	-	-	-	4,718,304
Payment in Lieu of Taxes	2,516,987	-	-	-	-	-	-	-	-	-	2,516,987
Transfers-in	-	-	22,446	-	40,129	160,000	-	5,877,125	400,000	-	4,499,700
Transfers-out	(4,540,450)	-	-	-	-	-	-	-	-	-	(4,540,450)
Utilize Restricted Fund Balance	1,599,047	-	-	-	-	-	-	-	-	-	1,599,047
Unassigned surplus (deficit)	\$ (411,094)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (411,094)

04/27/2021

Notes

- **DDC** – General Fund assistance at a level sufficient to avoid negative cash balance.
- **Non-Major Gov Funds** - are zero balance funds established for specific purposes.
 - The Capital projects and Street Imp funds rely on outside grants and General Fund transfers funded through General Fund debt issuance/draws.
 - The Special projects (Carver Center, Jane Frazier Playground, ACM Volleyball Courts) are fully funded with grants or partially funded with a General Fund match. New projects for consideration that require a General Fund match are listed on slide 29. The \$160K transfer represents a General Fund match requirement for the projects' grant funds, if accepted.

04/27/2021

Governmental Funds FY 2022 Budget with ARPA Funding Utilization

	General Fund	Housing Assistance	Non-Major Governmental Funds						Total
			DDC	CDBG	Police Grants	Special Projects	Community Legacy	Capital Projects	
Revenues									
Taxes	\$ 12,611,449	\$ -	\$ 184,490	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,795,939
Licenses & Permits	102,700	-	-	-	-	-	-	-	102,700
Intergovernmental	5,620,897	2,575,904	-	829,590	790,544	518,290	925,000	7,202,178	15,461,708
Service Charges	1,624,700	-	-	-	-	-	-	-	1,624,700
Fines, Forfeitures & Interest	40,400	-	-	14,800	-	-	-	-	55,200
Misc	1,254,100	-	14,000	-	-	-	-	-	1,268,100
	19,253,746	2,575,904	198,490	844,190	790,544	518,290	925,000	7,202,178	31,308,342
Expenditures									
General Government	1,517,857	-	220,936	-	-	-	-	-	2,088,793
Public Safety	18,571,109	-	-	-	830,673	-	-	-	14,401,782
Public Works	2,804,115	-	-	-	-	-	-	-	2,804,115
Recreation	887,569	-	-	-	-	-	-	-	887,569
Community Dev. & Housing	1,424,026	2,575,904	-	104,560	-	478,290	925,000	-	4,707,780
Capital Outlay	-	-	-	659,830	-	-	-	11,079,309	12,139,135
Debt Service	3,179,707	-	-	79,800	-	-	-	-	3,259,507
	23,684,383	2,575,904	220,936	844,190	830,673	478,290	925,000	11,079,309	40,238,679
Revenue in Excess of (less than) expenditures	(4,430,637)	-	(21,446)	-	(40,129)	(160,000)	-	(5,877,125)	(8,930,357)
Other Financing Sources (Uses)									
Financing Proceeds	4,718,504	-	-	-	-	-	-	-	4,718,504
Payment in Lieu of Taxes	2,516,987	-	-	-	-	-	-	-	2,516,987
Transfers-in	-	-	12,446	-	40,129	160,000	-	5,877,125	4,499,700
Transfers-out	(4,499,700)	-	-	-	-	-	-	-	(4,499,700)
ARPA Restricted Fund Balance	1,599,047	-	-	-	-	-	-	-	1,599,047
Unassigned surplus (deficit)	\$ (85,998)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (85,998)

23

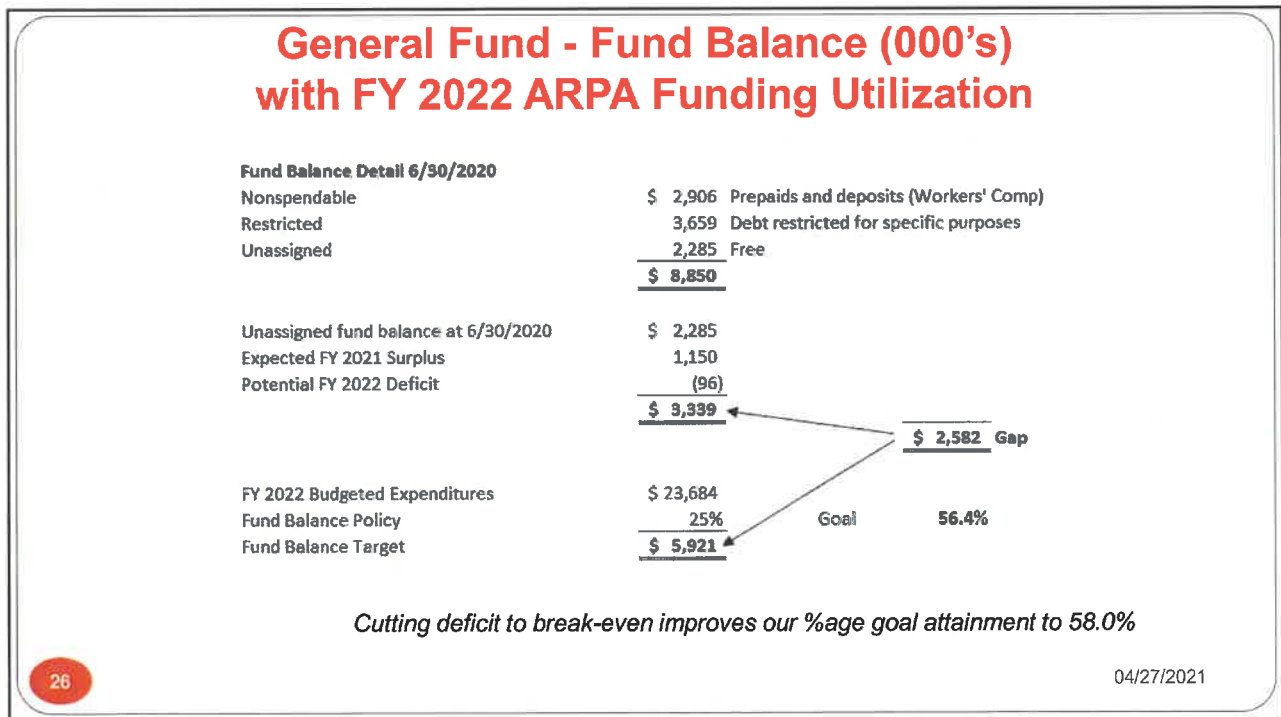
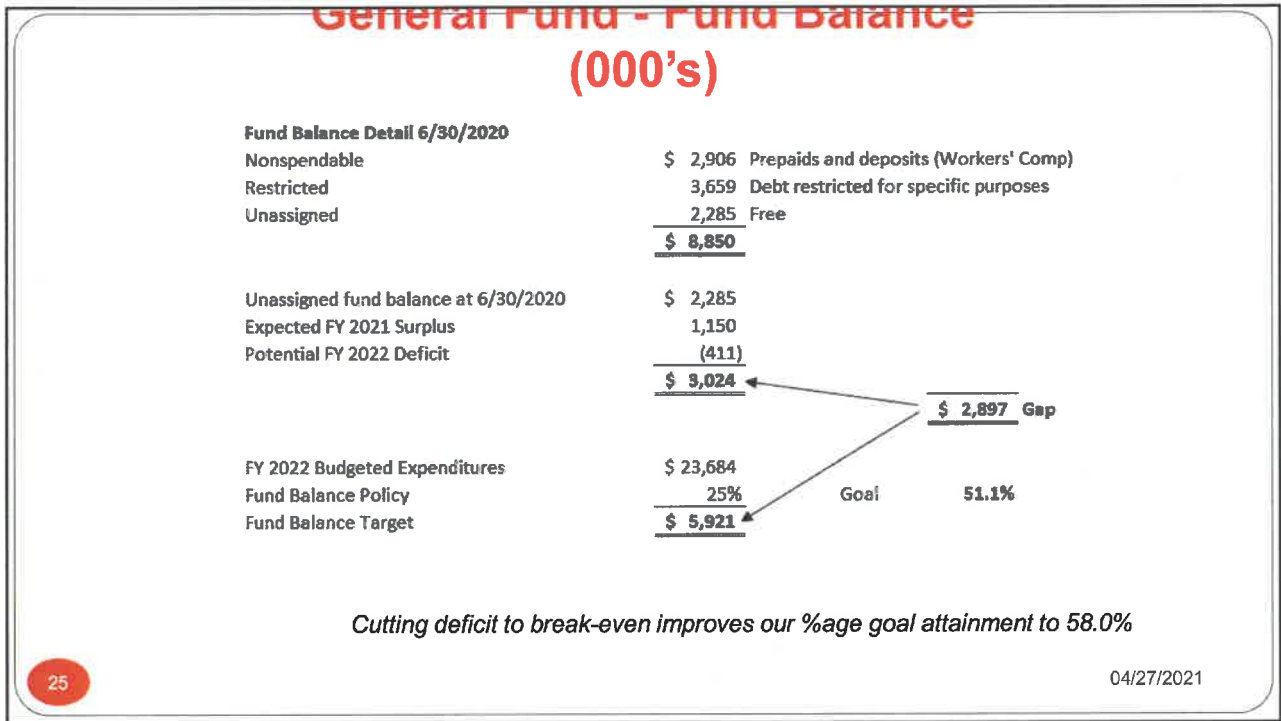
04/27/2021

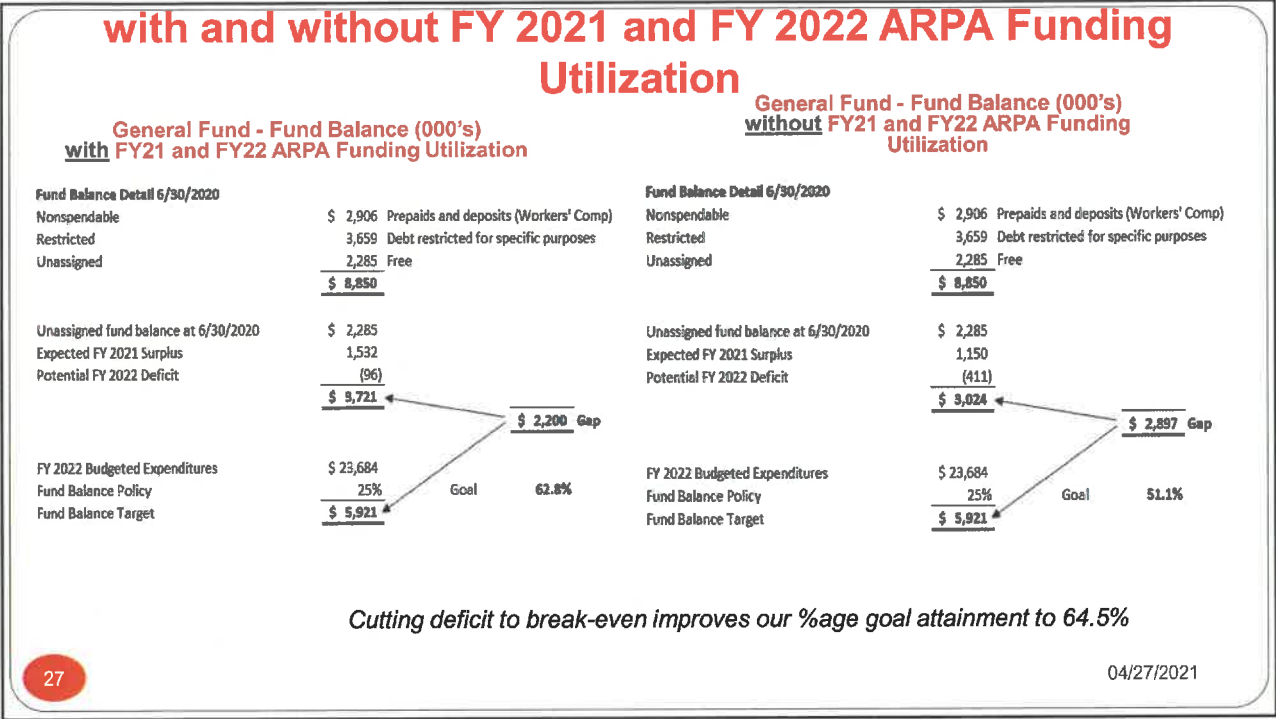
General Fund FY21/FY22 Department Budget

	Revised FY 2021	Request FY 2022		Revised FY 2021	Request FY 2022
General Government			Public Works		
Mayors' Office	\$ 7,550	\$ 17,049	Public Works	\$ 54,668	\$ 58,964
City Council	21,490	36,409	Engineering Services	164,746	153,233
City Clerk	107,346	112,848	Street Maintenance	1,800,156	1,860,847
City Administrator	101,674	115,055	Snow Removal	219,191	321,071
Comptroller	376,395	392,203	Street Lighting	404,000	410,000
Personnel	80,253	88,309	Total Public Works	\$ 2,642,761	\$ 2,804,115
City Solicitor	96,657	112,994			
HRDC 400 N Mech St	1,300	1,430	Recreation		
City Hall	87,240	95,009	Director of Parks & Rec	\$ 113,562	\$ 118,519
Information Technologies	290,790	378,608	Recreation Activities	65,932	134,199
Vehicle Maintenance	153,891	145,282	Swimming Pool	124,971	131,265
Central Services	237,843	243,360	Parks	491,087	503,586
Building Maintenance - HRDC	3,200	3,100	Total Recreation	\$ 795,552	\$ 887,569
Municipal Service Center	64,759	66,911			
Insurance	51,277	26,555	Community Development		
Debt Alloc	(16,973)	(17,265)	Economic Development	\$ 403,816	\$ 350,000
Total General Gov.	\$ 1,664,686	\$ 1,817,857	Community Development	890,484	884,088
			C.D. Special Projects	114,676	90,571
Public Safety			Historic Preservation	-	99,367
Police	\$ 5,932,505	\$ 5,996,308	Total Community Dev.	\$ 1,408,976	\$ 1,424,026
C3I	42,866	47,994			
C3I Narcotics & Feol Forfeitures	21,852	12,352	Debt Retirement	\$ 3,046,945	\$ 3,179,707
DDC Code Enforcement	58,473	61,602	Transfers Out	\$ 1,735,473	\$ 4,540,450
Fire	5,616,428	7,286,435	Total Expenses & Outflows	\$ 23,123,674	\$ 28,224,833
Public Safety Building	157,158	166,418			
Total Public Safety	\$ 11,829,282	\$ 13,571,109			

24

04/27/2021





Debt Refunding Savings

	General Fund	Water Fund	Sewer Fund	MPA Fund	Total Savings
2021	\$ 132,074	\$ 108,581	\$ 17,074	\$ 35,274	\$ 293,004
2022	253,219	439,825	48,542	175,505	917,091
2023	68,716	128,119	14,767	50,109	261,711
2024	3,214	2,439	724	145	6,522
2025	7,916	4,676	942	1,109	14,642
Total	<u>\$ 465,139</u>	<u>\$ 683,640</u>	<u>\$ 82,049</u>	<u>\$ 262,142</u>	<u>\$ 1,492,970</u>

- **Substantial benefit to FY22:** General Fund, Water Fund and MPA

28

04/27/2021

General Fund — Discretionary Expenditures

Community Development			
Nuisance Property Removal		\$ 250,000	
Property Rehabilitation		50,000	
Subtotal:		300,000	
Grant Matching			
Spec Digital Archiving	xfer	10,000	City Match
Spec Certified Local Government Preservation	xfer	25,000	City Match
Spec Heritage Area Management Plan Update	xfer	25,000	City Match
Spec CFD Fire Hose, Garage Air Flow , and SCBA	xfer	31,400	City Match
Cap Constitution Park Playground Resurfacing	xfer	10,800	City Match
Cap Virginia Ave Enhancement	xfer	95,000	City Match
Subtotal:		197,200	
Other			
Shade Tree		80,000	
Let's Beautify Cumberland		10,000	
Hotel Motel Contributions		45,000	
Public Safety and City Hall Building Surveillance Software Upgrade		30,000	
Subtotal:		165,000	
Total:		\$ 662,200	

• Eliminate, reduce, or delay all or partial?

29

04/27/2021

- ## Key Points
- General Fund deficit of \$411K can be reduced to \$96K with utilization of ARPA funding. \$100K Carver Center General Fund grant match budgeted in FY21 will be incurred in FY22.
 - General Fund unassigned surplus can be improved by \$697K and MPA Fund's cash position improved by \$45K when utilizing \$667K of ARPA funding in FY21 and FY22.
 - Discretionary expenditures
 - Capital expenditure/new debt – minor impact (\$324K in new G.F. debt service in FY22)

30

04/27/2021

Questions ??

31

04/27/2021

File Attachments for Item:

1. Ordinance No. 3886 (*2nd and 3rd readings*) - providing for the closure of a portion of a street known as Riverside Avenue, as requested by Northbranch Properties, LLC

ORDINANCE NO. 3886

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED “AN ORDINANCE TO PROVIDE FOR THE CLOSURE OF A PORTION OF A STREET KNOWN AS RIVERSIDE AVENUE RUNNING WEST FROM A CORNER COMMON TO PARCELS OWNED BY BREAKING NEW GROUND, LLC (AS DESCRIBED IN A DEED RECORDED IN THE ALLEGANY COUNTY LAND RECORDS IN BOOK 1933 PAGE 459) AND NORTHBRANCH PROPERTIES LLC (AS DESCRIBED IN A DEED RECORDED AMONG THE SAID LAND RECORDS IN BOOK 2649, PAGE 461 (THE “NORTHBRANCH PROPERTY”)), RUNNING 413.46 WEST ON BOTH SIDES OF RIVERSIDE AVENUE, THE EASTERN PART OF SAID PORTION OF THE ROAD BEING CLOSED BEING BOUNDED ON BOTH SIDES OF RIVERSIDE AVENUE BY THE NORTHBRANCH PROPERTY AND THE WESTERN PORTION BEING BOUNDED BY THE NORTHBRANCH PROPERTY AND THE LAND OWNED BY THE ALLEGANY COUNTY COMMISSIONERS (AS DESCRIBED IN THE DEED RECORDED AMONG THE AFORESAID LAND RECORDS IN BOOK 1501 PAGE 355), THE PORTION OF RIVERSIDE AVENUE BEING CLOSED BEING LOCATED IN THE CITY OF CUMBERLAND, MARYLAND.”

WHEREAS, the Mayor and City Council of Cumberland received a petition from Northbranch Properties LLC, requesting the closure of the portion of Riverside Avenue generally described in the titling of this Ordinance.

WHEREAS, the recitations set forth in the titling of this Ordinance describe the location of the portion of Riverside Avenue being closed and, in that regard, they are incorporated by reference herein. Further, the plat attached hereto as **Exhibit A** shows the location of the portion of the Riverside Avenue being closed.

WHEREAS, the parcel identified in the said plat as the Northbranch Parcel will be conveyed to Northbranch Properties and the parcel identified as the County Parcel will be conveyed to the Allegany County Commissioners as an incident to the passage of this Ordinance.

WHEREAS, the City Clerk served a personal notice in writing upon each property owner to be affected by the passage of the proposed Ordinance more than ten (10) days before June 1, 2021;

WHEREAS, in the opinion of the Mayor and City Council of Cumberland, the public welfare and convenience require that the aforesaid portion of Riverside Avenue be closed

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND AS FOLLOWS:

SECTION 1: The portions of Riverside Avenue identified as the Northbranch Parcel and the County Parcel shown on the plat attached as **Exhibit A** and more particularly described in the metes and bounds descriptions attached hereto as **Exhibits B**

and C shall be closed. The portion of Riverside Avenue described as the Northbranch Parcel shall be conveyed from the City to Northbranch Properties LLC and, the Portion of Riverside Avenue described as the County Parcel shall be conveyed from the City to the Allegany County Commissioners as provided for hereinafter. These conveyances are subject to the easements, reservations and restrictions set forth in the **Exhibit D** attached hereto, which easements, reservations and restrictions shall be incorporated into the deeds effecting the conveyances described in this Section.

SECTION 2: The deeds described in the preceding Section shall not be delivered to the grantees until such time as the road running from Kelly Road on the northern and western sides of the real property Northbranch Properties LLC owns on the north side of Riverside Avenue is completed and accepted by the City's Engineering Department.

SECTION 3: The said Mayor and City Council of Cumberland shall ascertain whether any and what amount in value of damage shall be caused by the aforesaid closure for which the owners or possessors of any property located along Riverside Avenue, or portions thereof, should be compensated, and shall assess and levy generally on the property of the persons benefitted by the closure of the street the whole or any part of the expense which shall be incurred in closing the same.

SECTION 4: The City Administrator or his designee shall submit a report to the City Clerk setting forth his findings regarding what amount of damages, if any, shall have been caused by the aforesaid closure of the portion of the road/alley described herein, and the names of the owners or possessors of such property along which said streets now pass, and the amount of damages for which they shall be compensated or benefits for which they shall be assessed, and whether said damages arising from the closure shall be assessed generally on the whole assessable property within the City of Cumberland or specially on the property of the person benefitted by the closure; and, in the event of any of said damages being assessed and levied in whole or in part on any property of the persons benefitted, the names of the owners of the property specially benefitted, with a description of said property by reference to the Land Records of Allegany County, and the amount so levied and assessed. The Mayor and City Council shall consider the matter of the City Administrator's report and shall make determinations regarding the subject matter of the report at a meeting held no sooner than fifteen (15) days after the date of the passage of this Ordinance.

SECTION 5: Any person feeling aggrieved or injured by the decision of said Mayor and City Council of Cumberland regarding the subject matter of the City Administrator's report shall have the right of an appeal to the Circuit Court at a trial by jury, as provided in Section 128 of the Charter of the City of Cumberland (1991 Edition), upon filing a written notice of appeal with the City Clerk within thirty (30) days after the Mayor and City Council of Cumberland shall have made their return.

SECTION 6: The benefits assessed by said Mayor and City Council of Cumberland shall be liens upon the property of the persons benefitted to the extent of

such assessment, and shall be payable within sixty (60) days after the date of the meeting at which the Mayor and City Council of Cumberland makes its determinations regarding the subject matter set forth in the City Administrator's report, and the collection of the same shall be enforced by *scire facias* in the same manner as paving liens are collected by the Mayor and City Council; and a written record of the said Mayor and City Council's determinations shall be filed for record and reported in the Mechanics' Lien Record in the Clerk's Office in the Circuit Court for Allegany County, and the assessment therein shall be liens upon the properties respectively assessed from the time of such recording, such recording to be effected no sooner than the expiration of the aforesaid sixty (60) day period.

SECTION 7: Upon the collection of all benefits assessed and the payment of the damages ascertained, or the waiver of this provision by the parties interested, if applicable, the said portions of Riverside Avenue particularly described in Section 1 hereof shall be closed and the Mayor shall be empowered to execute the deeds effecting the conveyances which are described in Section 1 hereof.

SECTION 8: This Ordinance shall take effect from the date of its passage.

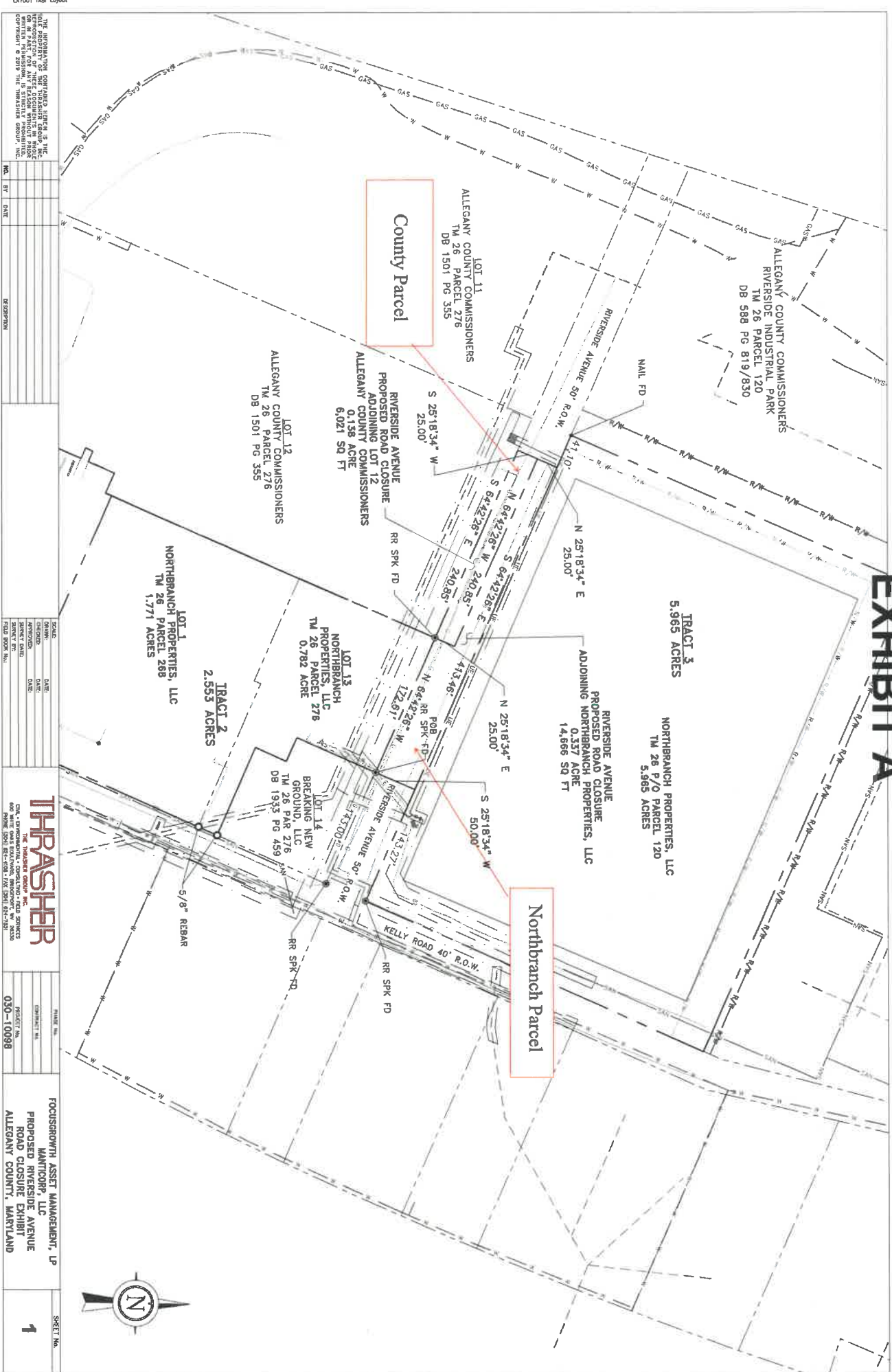
Passed the ____ day of _____, 2021.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

EXHIBIT A



THE INFORMATION CONTAINED HEREIN IS THE SOLE PROPERTY OF THE THRASHER GROUP, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE THRASHER GROUP, INC.

NO.	BY	DATE	DESCRIPTION

SCALE	DATE	DATE

THRASHER
 THE THRASHER GROUP, INC.
 400 W. DEMAREST AVENUE, SUITE 200
 PITTSBURGH, PA 15222
 PHONE: 412-261-1100 FAX: 412-261-1125

PROJECT NO.	DATE
030-10098	

FOCUS/BROWTH ASSET MANAGEMENT, LP
 PROPOSED RIVERSIDE AVENUE
 ROAD CLOSURE EXHIBIT
 ALLEGANY COUNTY, MARYLAND

EXHIBIT B

NORTHBRANCH PARCEL

All that certain tract, lot or parcel of land and premises situate lying and being in Election District 6, Allegany County, Maryland and being more particularly described as follows:

Beginning at a railroad spike found in the southern right of way limits of Riverside Avenue, a corner common to parcels owned by Breaking New Ground, LLC (Lot 14, Tax Map 26 P/O Parcel 276, Deed Book 1933 Page 459) and Northbranch Properties, LLC (Lot 13, Tax Map 26 P/O Parcel 276), said railroad spike bears North 64 degrees 42 minutes 26 seconds West a distance of 143.00 feet from a railroad spike found, said railroad spike being the northeast corner of a said Breaking New Ground, LLC parcel (Lot 14);

Thence, with a line of said Northbranch parcel (Lot 13) and said Riverside Avenue right of way, North 64 degrees 42 minutes 26 seconds West for a distance of 172.61 feet to a railroad spike found, a corner common to a parcel owned by the Allegany County Commissioners (Lot 12, Tax Map 26 P/O Parcel 276, Deed Book 1501 Page 355);

Thence, leaving said Northbranch parcel (Lot 13) and through said Riverside Avenue, North 25 degrees 18 minutes 34 seconds West for a distance of 25.00 feet to a point in the center of said Riverside Avenue;

Thence, continuing with the center of said Riverside Avenue, North 64 degrees 42 minutes 26 seconds West for a distance of 240.85 feet to a point;

Thence, North 25 degrees 18 minutes 34 seconds West for a distance of 25.00 feet to a point in the northern right of way limits of said Riverside Avenue, on a line of a parcel owned by Northbranch Properties, LLC (Tax Map 26 P/O Parcel 120), said point bears South 64 degrees 42 minutes 26 seconds East a distance of 41.10 feet from a nail found, said nail being the southwestern corner of said Northbranch parcel (P/O Parcel 120);

Thence, with a line of said Northbranch parcel (P/O Parcel 120) and said Riverside Avenue right of way, South 64 degrees 42 minutes 26 seconds East for a distance of 413.46 feet to a point, said point bears North 64 degrees 42 minutes 26 seconds West a distance of 143.27 feet from a railroad spike found, said railroad spike being the southeastern corner of said Northbranch parcel (P/O Parcel 120);

Thence, leaving said Northbranch parcel (P/O Parcel 120) through said Riverside Avenue, South 25 degrees 18 minutes 34 seconds West for a distance of 50.00 feet to the Point of Beginning, containing 0.337 acre or 14,666 square feet.

Being a portion of the 50-foot road known as Riverside Avenue.

EXHIBIT C

COUNTY PARCEL

All that certain tract, lot or parcel of land and premises situate lying and being in Election District 6, Allegany County, Maryland and being more particularly described as follows:

Beginning at a railroad spike found in the southern right of way limits of Riverside Avenue, a corner common to parcels owned by Allegany County Commissioners (Lot 12, Tax Map 26 P/O Parcel 276, Deed Book 1933 Page 459) and Northbranch Properties, LLC (Lot 13, Tax Map 26 P/O Parcel 276), said railroad spike bears North 64 degrees 42 minutes 26 seconds West a distance of 172.61 feet from a railroad spike found, said railroad spike being the northeast corner of a said Northbranch properties, LLC parcel (Lot 13);

Thence, through said Riverside Avenue, North 25 degrees 18 minutes 34 seconds West for a distance of 25.00 feet to a point in the center of said Riverside Avenue;

Thence, continuing with the center of said Riverside Avenue, North 64 degrees 42 minutes 26 seconds West for a distance of 240.85 feet to a point;

Thence, South 25 degrees 18 minutes 34 seconds East for a distance of 25.00 feet to a point in the southern right of way limits of said Riverside Avenue, on a line of said Allegany County Commissioners parcel (Lot 12);

Thence, with a line of said Allegany County Commissioners parcel (Lot 12) and said Riverside Avenue right of way, South 64 degrees 42 minutes 26 seconds East for a distance of 240.85 feet to the Point of Beginning, containing 0.138 acre or 6,021 square feet.

Being a portion of the 50-foot road known as Riverside Avenue.

EXHIBIT D

SUBJECT, HOWEVER, to an easement in favor of the party of the first part and public and private utilities, including, but not limited to, gas, electric and telephone service providers, for the full length and width of the right-of-way being closed for any existing utility lines, for stormwater and surface drainage and for the installation, inspection, operation, maintenance, repair, replacement and/or relocation of any needed utility lines and stormwater management and sediment and erosion control devices and improvements.

FURTHERMORE, it is a condition of the conveyance effected by this deed that the party of the second part, its successors, and assigns, or other(s) to whom this and the other portions of this right-of-way being closed shall be conveyed, shall be allowed to use the surface of the land hereby conveyed; however, it shall not be permitted to place or erect structures or enclosures thereon without the written consent of the party of the first part, which consent may be granted or denied for any reason or no reason at all. The party of the second part's use of the property conveyed by this deed shall not interfere with the ingress, egress or other actions of the party of the first part and public and private utilities, as necessary for the installation, inspection, operation, maintenance, repair, replacement and/or relocation of the aforesaid utilities and appurtenances and improvements related thereto. Furthermore, no such structures or enclosures shall be located or constructed upon the land conveyed by this deed until plans therefore have been submitted to and approved by the party of the first part's Engineering Division, and no work in the construction of such structures or enclosures or in the use of the surface shall injure or disturb the aforesaid utilities and improvements related thereto or in any way interfere with or adversely impact their operation or maintenance.

FURTHERMORE, the party of the second part shall not be permitted to grade the property conveyed under the terms of this deed nor shall it be permitted to alter the surface of the land hereby conveyed, aside from filling potholes, except upon the written consent of the party of the first part, said consent not to be unreasonably withheld.

FURTHERMORE, notwithstanding anything to the contrary hereinbefore, it is understood that the party of the second part wishes to construct a breezeway across the land hereby conveyed, the proposed location of which is shown on the plat attached hereto. The part of the second part shall be allowed to construct the said breezeway, subject to the approval of the party of the first part's Engineering Division as to its location and construction, which approval shall not be unreasonably denied or delayed. In the event it is necessary to repair, replace or relocate the public or private utility line(s) running under the breezeway, the party of the second part shall be responsible for and shall pay all of the party of the first part's and private utility companies' costs in doing so. Further, in the event the breezeway must be removed from its current location, on a temporary or permanent basis, in order to perform the aforesaid repair, replacement or relocation, the party of the second part shall be responsible for doing so in an expeditious manner and it shall be responsible for bearing all costs thereof, including, but not limited to, all costs and expenses of the party of the first part and private utility companies.

FURTHERMORE, in the event the party of the second part alters the surface of the land hereby conveyed or the subsurface thereof and said alterations result in the need to relocate public or private utilities' lines and/or other appurtenances and improvements related thereto, the party of the second part shall be liable for all costs associated with the relocation.

FURTHERMORE, the party of the first part, and public and private utilities, shall also have the right to enter upon the property hereby conveyed from time to time to remove, where necessary, such trees and other growths as may be required for the installation, inspection, operation, maintenance, repair, replacement and/or relocation of the aforesaid utility lines and stormwater management and sediment and erosion control devices and improvements related to the foregoing.

FURTHERMORE, it is also a condition of the conveyance effected by this deed that the rights of fiber optic cable provider(s) to use the area conveyed for access to any existing Points of Presence along Riverside Avenue shall not be impaired by the party of the second part.

IT IS UNDERSTOOD AND AGREED, that the foregoing easements, covenants and restrictions shall be deemed to touch and concern the land, shall run with the title to

the land, shall inure to the benefit of the party of the first part and the other parties thereby benefited, and shall be binding upon the party of the second part and all future owners or possessors of all or any of the land hereby conveyed as well as their personal representatives, heirs, successors and assigns, and any and all persons and entities claiming through them.

File Attachments for Item:

2. Ordinance No. 3887 (*2nd and 3rd readings*) - providing for the City Tax Levy for FY22. Real Estate tax rate to remain at \$1.0595 per \$100 of assessed value. Personal Property tax rate to remain at \$2.648 per \$100 of assessed value.

ORDINANCE NO. 3887

An Ordinance of the Mayor and City Council of Cumberland, Maryland, entitled, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND PROVIDING FOR THE CITY TAX LEVY FOR THE FISCAL YEAR BEGINNING JULY 1, 2021, AND ENDING JUNE 30, 2022."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the levy for the Fiscal Year 2022 for the City of Cumberland shall be as follows:

Property Taxes	Net Assessable Base	Tax Rate Per \$100	Tax Levy
Real Estate	\$ 882,928,105	1.0595	\$ 9,354,623
Personal Property			
Individual	1,246,224		
Corporation	96,790,030		
	98,036,254	2.648	2,596,000
Penalties and Interest			419,000
Tax Credits			(252,000)
Total Tax Levy			<u>\$ 12,117,623</u>
 Other Revenues			
Other Taxes	493,826		
Licenses & Permits	102,700		
Intergovernmental	3,625,797		
Charges for Services	1,624,700		
Fines, Forfeitures & Interest	40,400		
Miscellaneous	1,254,100		
Total Other Revenue			7,141,523
Total Revenue			<u><u>\$ 19,259,146</u></u>
 Other Financing Sources			
Transfers-in			\$ 2,546,849
Capital Financing			4,718,304
(Increase) Decrease Restricted Fund Balance			1,599,047
Total Other Financing Sources			<u>\$ 8,864,200</u>
Total Revenue and Other financing Sources			<u><u>\$ 28,123,346</u></u>

SECTION 2: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this _____ day of June, 2021.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring
City Clerk

File Attachments for Item:

3. Ordinance No. 3888 (*2nd and 3rd readings*) - providing for the annual expenditure appropriation for the FY22 General Fund

ORDINANCE NO. 3888

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND PROVIDING FOR THE ANNUAL APPROPRIATION FOR THE GENERAL FUND FOR THE FISCAL YEAR BEGINNING JULY 1, 2021, AND ENDING JUNE 30, 2022."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the following sums of money be and they are hereby appropriated for the respective purposes of the City of Cumberland for the Fiscal Year beginning July 1, 2021, and ending June 30, 2022, to-wit:

General Government	\$ 1,776,048
Public Safety	13,678,259
Public Works	2,737,782
Recreation	878,527
Community Development	1,373,059
Debt Service	3,179,707
Transfer Out	4,498,922
Total General Fund Appropriation	\$ 28,122,304

SECTION 2: AND BE IT FURTHER ORDAINED, that the appropriations made herein are continuing in nature and shall not lapse at the end of the fiscal year (June 30, 2021) if legally encumbered but shall continue in full force and effect until the encumbrance has been completed or until modified by the Mayor and City Council.

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

Passed this _____ day of June, 2021.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring
City Clerk

File Attachments for Item:

4. Ordinance No. 3889 (*2nd and 3rd readings*) - providing for the annual expenditure appropriation for the FY22 Water Fund

ORDINANCE NO. 3889

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND TO PROVIDE FOR AN APPROPRIATION FOR THE WATER FUND FOR THE FISCAL YEAR BEGINNING JULY 1, 2021, AND ENDING JUNE 30, 2022."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the following operating budget is hereby appropriated for the respective departments and purposes of the City of Cumberland Water Fund for the Fiscal Year beginning July 1, 2021, and ending June 30, 2022, to-wit:

Water Administration	\$ 1,144,599
Water Distribution	2,982,609
Water Filtration	2,240,680
Interest Expense	427,586
Principal Payments	857,947
Capital Expenditure	5,176,901
Total	\$ 12,830,322

SECTION 2: AND BE IT FURTHER ORDAINED, that there shall be levied and collected Service Charges in accordance with rates set forth in Section 24-86 of the Code of the City of Cumberland, and as the same may be from time to time amended, to produce sufficient revenue to enable the City of Cumberland to defray the cost of operating, maintaining, repairing and otherwise improving the Water System, and pay the maturing principal and interest on the bonded debt for the Fiscal Year ending June 30, 2022.

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

Passed this _____ day of June, 2021.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring
City Clerk

File Attachments for Item:

5. Ordinance No. 3890 (*2nd and 3rd readings*) - providing for the annual expenditure appropriation for the FY22 Sewer Fund

ORDINANCE NO. 3890

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MD, ENTITLED, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND TO PROVIDE FOR AN APPROPRIATION FOR THE SEWER FUND FOR THE FISCAL YEAR BEGINNING JULY 1, 2021, AND ENDING JUNE 30, 2022."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the following sums of money be and are hereby appropriated for the respective departments and purposes of the City of Cumberland Sewer Fund for the Fiscal Year beginning July 1, 2021, and ending June 30, 2022, to-wit:

Wastewater Treatment Plant	\$ 6,458,145
Sanitary & Storm Sewer	1,956,798
Flood Control	591,110
Interest Expense	168,931
Principal Payments	730,182
Capital Expenditures	19,375,000
Total	\$ 29,280,166

SECTION 2: AND BE IT FURTHER ORDAINED, that there shall be levied and collected Service Charges in accordance with rates set forth in Section 27-9 of the code of the City of Cumberland to defray the cost of operating, maintaining, and repairing and otherwise improving the Sanitary and Storm Sewer system, and pay the maturing principal and interest on the bonded debt for the Fiscal Year ending June 30, 2022.

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

Passed this _____ day of June, 2021.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring
City Clerk

File Attachments for Item:

6. Ordinance No. 3891 (*2nd and 3rd readings*) - providing for the annual expenditure appropriations for the FY22 Special Purpose Funds

ORDINANCE NO. 3891

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND TO PROVIDE APPROPRIATIONS FOR VARIOUS SPECIAL PURPOSE FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2021, AND ENDING JUNE 30, 2022."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the following sums of money be and are hereby appropriated for the respective funds and purposes of the City of Cumberland for the Fiscal Year beginning July 1, 2021, and ending June 30, 2022, to-wit:

	FY 22
Housing Assistance	\$ 2,375,904
Downtown Development Commission	220,158
Community Development Block Grant	844,026
Public Safety Grants (Police/Fire)	830,673
Community Legacy	325,000
Special Projects	478,290
Capital Projects	11,079,303
Street Improvements	400,000
Municipal Parking Authority	364,197
Trash Removal	1,806,160
Total	\$ 18,723,711

SECTION 2: AND BE IT FURTHER ORDAINED, that the appropriations made herein are continuing in nature and shall not lapse at the end of the Fiscal Year (June 30, 2022) but shall continue in full force and effect until the project for which the appropriation has been made is completed or until modified by the Mayor and City Council.

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

Passed this _____ day of June, 2021.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring
City Clerk

File Attachments for Item:

. Resolution R2021-04 - approving the submission of applications to the Maryland Department of Housing and Community Development's Community Legacy program for the consideration of awarding funding to the four projects that have been recommended by Cumberland's Sustainable Community's Workgroup

City of Cumberland
- Maryland -

RESOLUTION

RESOLUTION NO. R2021-04

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED THAT, the Mayor and City Council of Cumberland hereby endorses the Project; and HEREBY approves the request for financial assistance in the form of a grant or loan, up to the amount of \$351,257.00; and

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

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

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

*Given under our Hands and Seals this 1st day of June, 2021, with the
Corporate Seal of the City of Cumberland hereto attached,
duly attested by the City Clerk.*

Attest:

Mayor and City Council
Of Cumberland

Marjorie A. Woodring
City Clerk

Raymond M. Morriss
Mayor

File Attachments for Item:

. Resolution R2021-05 - approving the submission of an application to the Maryland Department of Housing and Community Development's Strategic Demolition Program for the consideration of awarding funding for the Cumberland Main Street Connections project that has been recommended by Cumberland's Sustainable Community's Workgroup

City of Cumberland
- Maryland -

RESOLUTION

RESOLUTION NO. **R2021-05**

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

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

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

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

WHEREAS, the applicable law and regulations require approval of the Strategic Demolition Fund Project and the Project Financing by the Mayor and City Council of Cumberland, Maryland and, where appropriate, by the chief elected executive official of the local subdivision;

NOW, THEREFORE, BE IT RESOLVED THAT, the Mayor and City Council of Cumberland, Maryland hereby endorses the Project; and, HEREBY approves the request for financial assistance in the form of a grant or loan, up to the amount of \$159,000.00; and

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

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

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

*Given under our Hands and Seals this 1st day of June, 2021, with the
Corporate Seal of the City of Cumberland hereto attached,
duly attested by the City Clerk.*

Attest:

Mayor and City Council
Of Cumberland

Marjorie A. Woodring
City Clerk

Raymond M. Morriss
Mayor

File Attachments for Item:

. Order 26,801 - authorizing execution of a Concession License Agreement with Joyce Wormack granting the right to exclusively operate the Concession Area at Constitution park for the term of June 1, 2021, through September 30, 2021, for the fee of \$900

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

ORDER NO. 26,801

DATE: June 1, 2021

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

THAT, the Mayor be and is hereby authorized to execute a Concession License Agreement by and between the Mayor and City Council of Cumberland and Joyce Wormack outlining terms under which Wormack is granted the right to exclusively operate the Concession Area on the second floor of the Casino Building at Constitution Park for the term of June 1, 2021 through September 30, 2021, for the fee of Nine Hundred Dollars (\$900).

Mayor Raymond M. Morriss

CONCESSION LICENSE AGREEMENT

THIS CONCESSION LICENSE AGREEMENT (“Agreement”), made this ____ day of _____, 2021 by and between the **Mayor and City Council of Cumberland** (the “City”), a municipal corporation of the State of Maryland, and **Joyce Wormack** (“Licensee”), of Allegany County Maryland.

WITNESSETH:

1. Grant of License. That for and in consideration for the Licensee’s payment of the hereinafter-described license fee, the City does hereby grant unto Licensee, the right and privilege to exclusively operate the Concession Area (the “Concession”) on the second floor of the Casino Building in Constitution Park (the “Park”) in the City of Cumberland, Maryland, and she shall have the privilege of selling in said Concession all articles of merchandise commonly sold at concession stands in public parks as well as the privilege to operate at that location such pinball machines, arcade-style games and similar devices authorized by the laws of the State of Maryland and the Code of the City of Cumberland as are approved by the Director (the “Director”) of the City’s Department of Parks and Recreation (the “Department”). Notwithstanding anything to the contrary herein, Licensee shall not be permitted to sell or offer for consumption beers, wines or alcoholic beverages of any kind in the Park.

The City hereby agrees to permit Licensee to operate the Concession as concession stand. Although the City plans to install a reach-in freezer, reach-in refrigerator and ice cube machine in the Concession and purchase a prep table and tables and chairs for use in the Concession, Licensee shall be solely responsible for providing all furnishings, trade fixtures and equipment she needs in order to operate the Concession and the City shall have no obligations in regard to the same. At the end of the term of this Agreement, Licensee

shall have a right to remove such furnishings, trade fixtures and equipment as she may purchase and install in said Concession, except those which are so fixed as to be permanent additions to the building. Any damages caused to the Concession as a result of Licensee's removal of her furniture, trade fixtures and equipment shall be repaired by Licensee at her expense, said repairs to be effected in a good and workmanlike manner, restoring the Concession as good or a better condition than it was in as of the effective date of this Agreement.

During the term of this Agreement, Licensee shall be responsible for repairing and maintaining the equipment and appliances installed by the City at the Concession and keeping it in good and properly working order. Licensee shall be responsible for returning it to the City in good and properly working order upon the termination of this Agreement or upon the expiration of its term.

2. Cleanliness. Licensee shall be responsible for keeping the Concession in a clean and sanitary condition throughout the term of this Agreement. At the conclusion thereof, Licensee shall surrender possession of the premises to the City in a "broom-clean" condition. Throughout the term of this Agreement, Licensee shall keep the area surrounding the Concession free of trash and debris.

3. License Fee. Due to the shortened operating season as a result of COVID-19 restrictions, in exchange for the license herein granted, Licensee shall pay the City a license fee in the amount of Nine Hundred Dollars (\$900.00), payable in consecutive monthly installments, each in the amount of \$300.00. The first such installment shall be due, payable and paid on July 15, 2021 and each subsequent installment shall be paid no later than the fifteenth (15th) day of the month. Said payments shall be made at the City's

Finance Department in City Hall, 57 N. Liberty Street, Cumberland, MD 21502. The license fee and the monthly installments thereof shall not be abated for any reason.

4. **Exclusivity.** Although Licensee shall have the exclusive right to operate the Concession, nothing herein contained shall prevent other concessionaires from selling concessions elsewhere in the Park. Further, this Agreement shall not be interpreted to confer any rights upon Licensee other than those expressly granted herein.

5. **Laws and Regulations.** The rights herein granted shall be subject to the City's ordinances, its Code and Charter, the rules and regulations of its Department of Parks and Recreation (the "Department") and other laws and regulations as may be applicable, and the business to be conducted under the terms of this Agreement shall at all times be conducted in conformity with the foregoing.

The Department shall have the right to regulate advertising materials used in or upon any of the buildings in the Park or distributed therein. Further, no signage shall be permitted at the Concession other than that which is approved by the Director, said approval not to be unreasonably withheld.

No items vended by Licensee shall be sold in excess of standard market prices. Licensee shall close the Concession and cease to operate the same as the said Park shall officially be closed unless the Director grants Licensee permission in writing to operate at such times when the Park is officially closed.

6. **Term of Agreement.** It is specifically understood that the rights granted herein are granted as to the period of time commencing June 1, 2021 and concluding September 30, 2021. Notwithstanding the foregoing, Licensee shall not be permitted to conduct business at the Concession until such time as the Allegany County Health

Department issues a permit for the conduct of those operations. The Concession shall be well stocked and kept open for business starting June 1, 2020 and continuing through the end of the term of this Agreement.

7. **No Alternations.** Licensee shall not make any alterations, modifications or improvements at or in the Concession or the Casino Building without the written permission of the Director, said permission to be granted or withheld for any reason or no reason at all.

8. **Limitations on License.** Licensee shall not engage in any commercial activities at the Park (like selling concessions at other locations or showing movies) other than those expressly authorized by the terms of this Agreement unless the Director grants Licensee written permission to do so. This prohibition extends to activities like operating concessions at locations other than the Concession and showing movies.

9. **Relationship between the Parties.** The relationship between the City and Licensee is that of an independent contractor and a contracting entity. Nothing herein contained shall be construed to give Licensee any interest as an employee, joint venturer or partner of or with the City. During the term of this Agreement, Licensee shall conduct her business operations at the Concession as an independent contractor and she shall have control of and shall be exclusively responsible for said operations.

10. **Indemnification.** Licensee will defend, indemnify and hold the City harmless from and against any and all claims, actions, damages, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) in connection with the loss of life, bodily injury, or damage to property or business arising from, related to, or in connection with the conduct of the business operations which are the subject of this Agreement

occasioned wholly or in part by any act or omission of Licensee, her agents, employees, representatives, sublicensees, contractors, or subcontractors, or any agents or employees of the foregoing. Licensee's indemnification obligations as set forth in this section include, but are not limited to, the obligation to indemnify the City for its attorneys' fees, court costs and any litigation expenses it may incur. The provisions of this section shall survive the termination or earlier expiration of this Agreement.

11. Insurance. Throughout the term of this Agreement, Licensee shall, at its expense, maintain (i) comprehensive general public liability insurance covering personal injury and property damage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, and (ii) workers' compensation insurance in no less than the statutorily required minimum amounts. Licensee shall furnish the City with copies of the policies and certificates of insurance prior to or contemporaneously with the execution of this Agreement. Thereafter, Licensee shall deliver certificates of renewal for each insurance policy not less than thirty (30) days in advance of the expiration date of the policy; bearing verification from the agent of the company issuing the certificate that the premiums therefore have been paid in full. Each policy shall provide that it shall not be subject to cancellation, material change, or non-renewal without thirty (30) days prior written notice to the City. Each policy shall name "Mayor and City Council of Cumberland" as an additional insured.

12. Miscellaneous.

12.1 Remedies for Breach of Agreement. Notwithstanding any provisions in this Agreement to the contrary, the parties hereto reserve the right to seek any remedies available in equity or law upon a breach of the terms of this Agreement. In the

event of a breach of the terms of this Agreement, the breaching party shall pay the reasonable attorney's fees, court costs and other expenses incurred by the non-breaching party as a result of the breach.

12.2 Severability. If any provision of this Agreement or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder of this Agreement and the application of such provision to other parties or circumstances will not be affected thereby, and to this end, the provisions of this Agreement are declared severable.

12.3 Captions. The captions and titles to the paragraphs, sections and subsections of this Agreement are for convenience purposes only and are not in aid of the interpretation of this Agreement, and to this end, shall not limit, restrict or expand the provisions hereof.

12.4 Time is of the Essence. Time is of the essence in with respect to the provisions of this Agreement.

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

12.6 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Maryland. It shall be enforceable with an action commenced in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and the parties hereto agree to be subject to the jurisdiction of such Courts and further waive any claim that any action or proceeding arising out of or relating to this Agreement and commenced in such courts in commenced

in an inconvenient forum or one that lacks proper venue. This provision shall be construed to proscribe any action or remedy being brought or asserted by either party in any other forum located in any other jurisdiction unless the Circuit Court of Allegany County, Maryland or the District Court of Maryland for Allegany County determine that the action must be transferred to another jurisdiction.

12.7 Waiver. Neither the City's nor Licensee's waiver of the breach of any covenant, term or condition of this Agreement will be construed as a waiver of the breach of any other covenants, terms or conditions or as a waiver of a subsequent breach of the same covenant, term or condition.

12.8 Definitions. Whenever used in this Agreement, the singular shall include the plural; any gender shall include the other gender, and vice-versa.

12.9 Entire Agreement. This Agreement contains the final and entire agreement between the parties hereto with reference to the provisions hereof, and neither they nor their agents shall be bound by any terms, conditions or representations not contained herein.

12.10 Jury Trial. The parties waive their right to a jury trial in a proceeding brought by any party based upon or arising out of or as an incident to this Agreement.

12.11 Public Health Contingencies. The terms and conditions of this Agreement are subject to all orders, ordinances, law, statutes, rules and regulations of local, state, and federal governments, including, but not limited to, those pertaining to the COVID-19 pandemic and/or other public health issues and including those which are presently existing and such measures passed or issues in the future.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the
day and year first above written.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring,
City Clerk

By: _____
Raymond M. Morriss, Mayor

Joyce Wormack

File Attachments for Item:

. Order 26,802 - authorizing execution of an Outdoor Dining Lease Agreement with Ristorante Ottaviani, LLC and Uncle Jack's Pizzeria & Pub detailing terms for the use of the public right-of-way adjoining each establishment for a one (1) year term effective June 1, 2021 through May 31, 2022

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

ORDER NO. 26,802

DATE: June 01, 2021

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

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

Ristoranti Ottaviani, LLC

Uncle Jack's Pizzeria and Pub,

detailing terms for the use of the public right-of-way immediately in front of and adjacent to each property for outside café dining for a one (1) year term effective June 1, 2021 through May 31, 2022.

Raymond M. Morriss, Mayor

THIS LEASE AGREEMENT (“Lease”) is made and executed this _____ day of _____, 2021, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the “City”) and Uncle Jack's Pizzeria and Pub (“Lessee”).

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

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

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

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

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

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

2. **Term**. The term of this lease shall commence on June 1, 2021, and shall terminate on May 31, 2022, unless sooner terminated as provided for herein.

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

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

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

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

7. **Demarcation / Alcoholic Beverages.** Lessee shall place stanchions and chains along the perimeter of the Demised Premises so as to control ingress and egress therefrom. Lessee shall be responsible for monitoring the area so as to assure that patrons do not take alcoholic beverages off the premises of the Lessee.

8. **Furnishings.** Lessee shall be responsible for providing all furnishing and equipment for use by its staff and patrons within the area of the Demised Premises. Any and all such furnishings must be approved by the City before use within said area. Said furnishings may only be placed on the Demised Premises during the hours of operation of Lessee's restaurant. At all other times, said furnishings must be stored in a neat and orderly manner.

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

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

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

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

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

14. **Insurance.** So long as this Lease is in effect, Lessee shall, at its expense, maintain comprehensive general public liability insurance covering personal injury and

property damage occurring on the Demised Premises which shall include the **“Mayor and City Council of Cumberland”** as an additional insured. Such policy shall have minimum single combined liability limits of One Million Dollars (\$1,000,000.00) and shall be written on an occurrence basis. The insurance policy shall include an endorsement requiring the insurer to provide the City with no less than thirty (30) days advance written notice of the cancellation of the policy. Immediately upon the execution of this Lease, Lessee shall provide the City with a certificate of insurance evidencing its compliance with the requirements of this section.

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

a) Lessee’s use of the Demised Premises or the conduct of its business on the Demised Premises;

b) any act or omission done, permitted or suffered by Lessee, its contractors, licensees, invitees, agents, representatives, or employees on or about the Demised Premises; or

c) any breach or default in the performance of any obligation of Lessee under the terms of this Lease.

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

a) In the event that Lessee shall fail to keep and perform, or shall violate the terms, covenants, and conditions of this Lease on its part to be kept and performed, and Lessee shall not have cured or corrected this failure within five (5) days after written notice shall have been given to Lessee.

b) If Lessee shall make an assignment for the benefit of its creditors, or shall file a petition in bankruptcy or shall be adjudged bankrupt, or the interest of Lessee under this Lease shall be levied upon and sold upon execution or shall, by operation of law, become vested in another person, firm or corporation, because of the insolvency of Lessee, or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this Lease.

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

17. Repossession Upon Default. Upon the occurrence of any one or more of the events of default or the expiration of any termination notice, Lessee’s right to possession of the Demised Premises shall terminate, and Lessee shall surrender possession of it

immediately. In this event, Lessee grants to the City full and free license to enter into and upon the Demised Premises to take possession with or without process of law, and to expel and remove Lessee or any other person who may be occupying it.

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

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

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

To the City:

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

To Lessee:

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

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

22. 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.

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

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

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

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

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

27. **Public Health Contingencies.** The terms and conditions of this Lease are subject to all orders, ordinances, laws, statutes, rules and regulations of local, state and federal governments, including, but not limited to, those pertaining to the COVID-19 pandemic and/or other public health issues and including those which are presently existing and such measures passed or issued in the future.

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

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

By: _____
Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring
City Clerk

WITNESS

LESSEE

EXHIBIT I
Uncle Jack's Pizzeria
& Pub

3/17/14

REAR STREET

Dumpsters

Tables

10' →

Merchants Alley

Jack's
Deck

Cafe
Windows

Sidewalk

Parking

Tables

ice

City Signs

Cumb
Theatre

Baking
Bakery

May THIS LEASE AGREEMENT ("Lease") is made and executed this 18 day of May, 2021, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the "City") and **RISTORANTE OTTAVIANI, L.L.C.** ("Lessee").

WHEREAS, Lessee operates a restaurant at 25 N. Centre Street, Cumberland, MD 21502;

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

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

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

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

1. **Demise**. The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee's restaurant, the area of which encompasses that portion of the right-of-way as shown on the attached map (**Exhibit I**), and hereinafter referred to as the "Demised Premises," the corners of which shall be marked by the Lessee subject to the approval of the City. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modification as directed by the City during the term of this Lease.

2. **Term**. The term of this lease shall commence on June 1, 2021, and shall terminate on May 31, 2022, unless sooner terminated as provided for herein.

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

Lessee shall have the right to place its chairs, tables and other furnishings in the Demised Premises during the hours of 4:00 p.m. to 1:00 a.m. They shall be removed therefrom at all other times. At those other times, members of the public shall have free and unfettered use of the Demised Premises subject to any limitations that may be imposed by applicable law. During the hours of 4:00 p.m. through 1:00 a.m., members of the public may traverse the Demised Premises by means of the approximately 5-foot wide pathway shown on the Exhibit I attached hereto.

Lessee shall not make any alterations, additions or improvements to the Demised Premises without Landlord's prior written approval, which approval may be withheld for any reason or no reason at all. Lessor shall repair any damages the Demised Premises sustains on account of the Lessee's alterations, additions or improvement to the Demised Premises, said repairs to be

performed in such a manner as to restore the Demised Premises to at least as good of a condition as it was in prior to the damage.

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

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

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

7. **Demarcation / Alcoholic Beverages.** Lessee shall place stanchions and chains along the perimeter of the Demised Premises so as to control ingress and egress therefrom. Lessee shall be responsible for monitoring the area so as to assure that patrons do not take alcoholic beverages off the premises of the Lessee.

8. **Furnishings.** Lessee shall be responsible for providing all furnishing and equipment for use by its staff and patrons within the area of the Demised Premises. Any and all such furnishings must be approved by the City before use within said area. Said furnishings may only be placed on the Demised Premises during the hours of operation of Lessee's restaurant. At all other times, said furnishings must be stored in a neat and orderly manner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To the City:

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

To Lessee:

Toni Ottaviani
Ristoranti Ottaviani, L.L.C.
25 N. Centre Street
Cumberland, MD 21502

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

22. **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.

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

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

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

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

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

27. **Public Health Contingencies.** The terms and conditions of this Lease are subject to all orders, ordinances, laws, statutes, rules and regulations of local, state and federal governments, including, but not limited to, those pertaining to the COVID-19 pandemic and/or other public health issues and including those which are presently existing and such measures passed or issued in the future.

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring, City Clerk

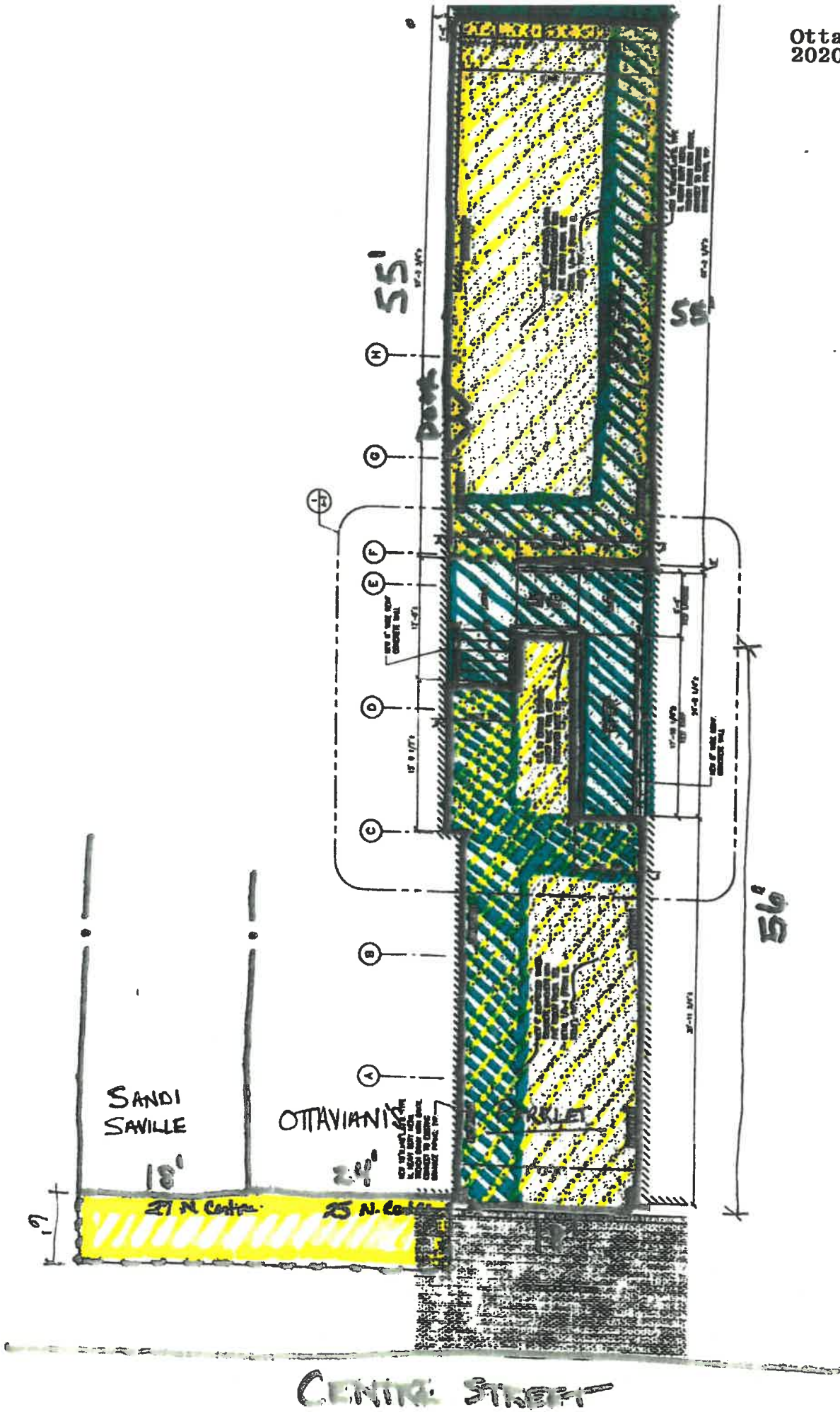
By: _____
Raymond M. Morriss, Mayor

RISTORANTE OTTAVIANNI, L.L.C.

By: _____
Signature

Tony Ottaviani - Owner/Manager

Printed name and title



SANDI
SAVILLE

OTTAVIANI'S

PARKLET

19'
27' N. Center
25' N. Center

CENTRE STREET

File Attachments for Item:

. Order 26,803 - authorizing the Chief of Police to execute a Memorandum of Understanding (MOU) by and between the Allegany County Sexual Assault Response Team (SART) and all SART partner agencies to establish the terms and conditions under which the SART will meet and function to collaboratively make system-wide improvements in response to sexual violence; said MOU to be for a term not longer than three (3) years from the effective date of the MOU

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

ORDER NO. 26,803

DATE: June 1, 2021

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

THAT, the Chief of Police be and is hereby authorized to execute a Memorandum of Understanding (MOU) by and between the Allegany County Sexual Assault Response Team (SART) and all SART partner agencies to establish the terms and conditions under which the SART will meet and function for the purpose of working collaboratively to make system-wide improvements in response to sexual violence; and

BE IT FURTHER ORDERED, that the MOU shall remain in full force and effect for a term not longer than three (3) years from the effective date of the MOU

Raymond M. Morriss, Mayor

**MEMORANDUM OF UNDERSTANDING BETWEEN
ALLEGANY COUNTY SEXUAL ASSAULT RESPONSE TEAM**

AND

**Allegany County Sheriff's Office
Allegany County State's Attorney's Office
Allegany County Adult Protective Services
Allegany County Child Protective Services**

C3I

**Cumberland Police Department
Family Crisis Resource Center
Frostburg Police Department
Frostburg State University
Jane's Place**

**Maryland Coalition Against Sexual Assault
Maryland Crime Victims' Resource Center
Maryland State Police
UPMC Western Maryland**

1. **Parties** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Allegany County Sexual Assault Response Team (hereinafter referred to as "SART"), and all SART partner agencies listed above.

2. **Purpose** The purpose of this MOU is to establish the terms and conditions under which the SART will meet and function.
 - A. **Function of SART** Allegany County SART is a multidisciplinary team that works collaboratively to make system-wide improvements in response to sexual violence. The core membership of SART include the Forensic Nurse Examiner, a Rape Crisis Advocate, Law Enforcement Officers, a Prosecutor, and Social Services Staff. The SART members work cooperatively towards many different goals, including developing protocol, providing cross-training,

reviewing cases, and implementing a coordinated, victims-centered community response.

B. Meetings

1. The SART will meet the first Monday of every month at noon. The meetings will be held in the First Floor Conference Room at UPMC Western Maryland, unless otherwise informed prior to the meeting.
2. Each member is to be prepared to speak of any updates regarding their agency.

C. Members

1. Each agency listed in this MOU shall send a representative to the monthly meeting. If the appointed representative cannot attend the meeting on a regular basis, their agency shall appoint a replacement.
 2. All new member agencies must be voted upon prior to attending meetings.
3. **Term of MOU** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for not longer than 3 years. This MOU may be terminated, without cause, by any party.
4. **Responsibilities of Partner Agencies** (see attached)
5. **Confidentiality** All members of the Allegany County SART acknowledge that all information regarding the cases and information from the SART meeting is strictly confidential and certify that members will not discuss any case outside of the meeting with the exception of colleagues and co-workers within our respective agencies or in furtherance of our duties and professional responsibilities under Maryland law, and/or being under a court ordered subpoena. Members further understand that failure to comply with this agreement will result in removal from the SART.

6. General Provisions

- A. Amendments** Any party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
- B. Applicable Law** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Maryland. The courts of the State of Maryland shall have jurisdiction over any action arising out of this MOU and over the parties.
- C. Entirety of Agreement** This MOU, consisting of 4 pages represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- D. Severability** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect and any party may renegotiate the terms affected by the severance.

7. **Signatures** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the day and dates set below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature as affixed to this page.

Craig Robertson, Allegany County Sheriff

Date

James Elliott, Allegany County State's Attorney


Date

Courtney Thomas-Winterberg, Director
Allegany County Department of Social Services

Date

John Dudiak, C3I

Date



John "Chuck" Ternent, Chief

5/11/21

Date

Cumberland Police Department

Sarah Kaiser, Executive Director
Family Crisis Resource Center, Inc

Date

Nicholas Costello, Chief
Frostburg Police Department

Date

Cynthia Smith, Chief
Frostburg State University Police Department

Date

Marlene Oleksak, Executive Director
Jane's Place

Date

Lisae Jordan, Executive Director
Maryland Coalition Against Sexual Assault

Date

Johann Wehrle, Staff Attorney for Western Maryland
Maryland Crime Victims' Resource Center, Inc.

Date

**H.B. Martz, Commander Cumberland/LaVale Barracks
Maryland State Police**

Date

**James Karstetter, BSN, MBA, RN, FACHE
Chief Nursing Officer and Vice President, Patient Care Services
UPMC Western Maryland**

Date

Council Agenda Summary

Meeting Date: May 18, 2021

Key Staff Contact: Chief Chuck Ternent

Item Title: Sexual Assault Response Team (SART) MOU

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

Authorize the Chief of Police to continue participation in a Memorandum of Understanding with the Allegany County Governmental Agencies in furtherance of the local Sexual Assault Response Team (SART) operating protocol

Amount of Award:

Budget number:

Grant, bond, etc. reference:

File Attachments for Item:

. Order 26,804 - accepting the bid of Michael's Janitorial, Inc. to provide custodial services for City Hall, Public Safety Building, Municipal Services Center, and emergency clean-up services for the period July 1, 2021 - June 30, 2022, with the option to extend for two years by mutual consent. Basic service - \$7,745.60 per month; COVID cleaning service - \$440.00 per month; emergency on-site cleanup - \$60.00; emergency call-out cleanup - \$100.00

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

ORDER NO. 26,804

DATE: June 01, 2021

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

THAT, the bid from Michaels Janitorial, Inc., 419 Crestview Drive, Frostburg, MD 21532, to provide custodial services for City offices and buildings for the term of July 1, 2021 – June 30, 2022, be and is hereby accepted as follows:

City Hall basic service	\$ 2,432.40 /mo
City Hall COVID-19 cleaning	\$ 75.00 /mo
Public Safety Building basic service	\$ 3,511.20 /mo
Public Safety Building COVID-19 cleaning	\$ 140.00 /mo
Municipal Service Center basic service	\$ 1,802.00 /mo
Municipal Service Center COVID-19 cleaning	\$ 225.00 /mo
Emergency Service on-site cleanup	\$ 60.00
Emergency Service call-out	\$ 100.00

BE IT FURTHER ORDERED, the contract may be extended for two (2) years upon mutual consent; and

BE IT FURTHER ORDERED, that the Mayor be and is hereby authorized to execute all documents necessary to execute the contract.

Raymond M. Morriss, Mayor

FUNDING: Fiscal year budget / departmental distribution
BIDS: No other bids received



Sherri Nicol <sherri.nicol@cumberlandmd.gov>

Fwd: Custodial Services Contract

1 message

Margie Woodring <margie.woodring@cumberlandmd.gov>
To: Sherri Nicol <sherri.nicol@cumberlandmd.gov>

Mon, May 17, 2021 at 2:19 PM

Margie Woodring

City Clerk / Asst. City Administrator
CITY OF CUMBERLAND
57 N. Liberty Street
Cumberland, MD 21502
Phone: 301-759-6447
Email: margie.woodring@cumberlandmd.gov

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

From: **Brooke Cassell** <brooke.cassell@cumberlandmd.gov>
Date: Thu, May 13, 2021 at 2:56 PM
Subject: Custodial Services Contract
To: Margie Woodring <margie.woodring@cumberlandmd.gov>

Margie,

The Custodial Services Contract was recently put out to bid and only one bid was received from Michaels Janitorial on May 5, 2021. I would like to recommend that they continue their service for the City. Michaels Janitorial has provided quality service for the past 3 years and I feel certain they will continue to do a quality job for the City of Cumberland.

Thank You,
Brooke

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

City of Cumberland

Bid Opening: May 5, 2021- 2:30 p.m., City Hall Council Chambers

Custodial Services

Bidder	City Hall	City Hall COVID	Public Safety Bldg	Public Safety Bldg COVID	Municipal Serv Center	Municipal Serv Center COVID	Emergency On-site	Emergency Call out	Local Pref	Affidavit
Michaels Janitorial Inc 419 Crestview Drive Frostburg, MD 21532	\$ 2,432.40	\$ 75.00	\$ 3,511.20	\$140.00	\$ 1,802.00	\$ 225.00	\$ 60.00	\$ 100.00	County	Yes

The appropriate department will review all bids and provide a recommendation to the Mayor and City Council for award based on the determination of the lowest, most responsive bid.

File Attachments for Item:

. Order 26,805 - authorizing the City Administrator to execute all Seasonal Employment Agreements for the 2021 spring/summer season; given that said agreements shall not exceed six (6) months from the date of execution

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

ORDER NO. 26,805

DATE: June 1, 2021

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

THAT, the City Administrator be and is hereby authorized to execute all Seasonal Employment Agreements for the 2021 spring/summer season; and

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

Mayor Raymond M. Morriss

File Attachments for Item:

. Order 26,806 - authorizing the City Administrator to execute all FY22 Employment Agreement for part-time employees of the City

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

ORDER NO. 26,806

DATE: June 1, 2021

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

THAT, the City Administrator be and is hereby authorized to execute all FY22 Employment Agreements for part-time employees of the City of Cumberland.

Mayor Raymond M. Morriss

File Attachments for Item:

. Order 26,807 - approving the award of funding from the Central Business District Facade Improvement Program to: 36 North Centre Street - \$10,000.00, 105 South Centre Street - \$3,750.00, 129 Baltimore Street - \$2,450.00, and 138 Baltimore Street - \$4,776.15, each of which represents a City project match of 25%

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

ORDER NO. 26,807

DATE: June 1, 2021

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

THAT, the following Central Business District Façade Improvement Program project applications be and are hereby approved in the following amounts, which represents a City project match of 25%:

36 North Centre Street	\$10,000.00
105 South Centre Street	\$3,750.00
129 Baltimore Street	\$2,450.00
138 Baltimore Street	\$4,776.15
Total:	\$20,976.15

BE IT FURTHER ORDERED, that the Mayor be and is hereby authorized to execute documentation necessary for the award of the funds.

Mayor Raymond M. Morriss

BUDGETED: FY21

FUNDING: General Fund 001.080.51902

Council Agenda Summary

Meeting Date: 6/1/2021

Key Staff Contact: Kathy McKenney

***Item Title:* Central Business District Façade Improvement Program Funding Recommendation**

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

On May 14, 2021, the Department of Community Development, working with the Downtown Development Commission, received a total of 4 applications for the Central Business District Façade Improvement Program. Applicants had to have property located within the Central Business District and their request could not exceed \$10,000. They were required to match their request 75%/25%, with the applicant providing 75% and the City of Cumberland providing 25%.

Following receipt of the completed applications, the program's review committee met on May 14, 2021 to discuss each applicant and to make a recommendation for funding.

At this time, the review committee has recommended funding for all four projects as follows:

1	36 North Centre Street	\$10,000.00
2.	105 South Centre Street	\$3,750.00
3.	129 Baltimore Street	\$2,450.00
4.	138 Baltimore Street	\$4,776.15

Total \$20,976.15

Amount of Award: Total = \$20,976.15

Budget number: 001 080 51902

Grant, bond, etc. reference: General Fund

File Attachments for Item:

. Order 26,808 declaring three (3) vehicles as surplus, and authorizing them for trade-in: 2004 Chrysler Concord VIN No. 2C3HD36M34H635884, 2007 Dodge Durango VIN No. 1D8HB38P57F537505, 2008 Dodge Durango VIN No. 1D8HB38N08F129090

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

ORDER NO. 26,808

DATE: June 1, 2021

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

WHEREAS, the Mayor and City Council authorize these vehicles for trade-in;

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

1. 2004 Chrysler Concord - VIN: 2C3HD36M34H635884
2. 2007 Dodge Durango - VIN: 1D8HB38P57F537505
3. 2008 Dodge Durango - VIN: 1D8HB38N08F129090

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 26,890 - appointing Ken Tressler, Director of Administrative Services, as Interim City Administrator effective June 1, 2021

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

ORDER NO. 26,809

DATE: June 01, 2021

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

THAT, Ken Tressler, Director of Administrative Services, be and is hereby appointed Interim City Administrator effective June 1, 2021.

Mayor Raymond M. Morriss

File Attachments for Item:

. Order 26,810 - authorizing acceptance of American Rescue Plan Act (ARPA) funding in the total amount of \$19,595,850 and authorizing the City Comptroller, Mayor and City Administrator to executed documentation necessary for the receipt and disbursement of these funds

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

ORDER NO. 26,810

DATE: June 01, 2021

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

THAT, the City Comptroller be and is hereby authorized to accept American Rescue Plan Act (ARPA) funding in the total amount of Nineteen Million, Five Hundred Ninety-five Thousand, Eight Hundred Fifty Dollars (\$19,595,850) to be used in accordance with the criteria set forth by the US Treasury; and

BE IT FURTHER ORDERED, that the City Comptroller, Mayor, and City Administrator be and are hereby authorized to execute documentation necessary for the receipt and disbursement of these funds, including a US Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions Agreement.

Mayor Raymond M. Morriss

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: Mayor and City Council of Cumberland 57 N. Liberty Street Cumberland, Maryland, 21502-2312	DUNS Number: 010095024 Taxpayer Identification Number: 526000786 Assistance Listing Number: 21.019
---	--

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

DocuSigned by:
Recipient: 
277C647C9478448...

Authorized Representative: Mark Gandolfi

Title: Comptroller

Date signed: 5/17/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

OMB Approved No. 1505-0271

Expiration Date: November 30, 2021

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient’s obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Mayor and City Council of Cumberland

5/17/2021

Recipient

Date

DocuSigned by:
Mark Gandolfi
277C647C9478448

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Coronavirus State and Local Fiscal Recovery Funds

Allocations to Metropolitan Cities

May 10, 2021

The American Rescue Plan Act (the Act) established the Coronavirus State Fiscal Recovery Fund (CSFRF) and Coronavirus Local Fiscal Recovery Fund (CLFRF), which provide a combined \$350 billion in assistance to eligible state, local, territorial, and Tribal governments to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery. This document describes Treasury’s methodology for allocating the funds to metropolitan cities.

Metropolitan Cities

The CLFRF provides \$45.57 billion to metropolitan cities. The term “metropolitan city” is defined “in section 102(a)(4) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302(a)(4)) and includes cities that relinquish or defer their status as a metropolitan city for purposes of receiving allocations under section 106 of such Act (42 U.S.C. 5306) for fiscal year 2021.”

To identify cities that have relinquished or deferred their status as a metropolitan city in the CDBG program, Treasury consulted with HUD staff. Based on these consultations, Treasury determined that there are 142 such cities, which are treated as metropolitan cities for the purpose of CLFRF in accordance with the Act.

The Act also specifies that each metropolitan city shall receive “an amount determined for the metropolitan city consistent with the formula under section 106(b) of the Housing and Community Development Act of 1974 (42 U.S.C. 5306(b)), except that, in applying such formula, the Secretary shall substitute ‘all metropolitan cities’ for ‘all metropolitan areas’ each place it appears.”

CDBG formula

The CDBG (Community Development Block Grant) Program provides annual grants on a formula basis to states, cities, and counties to address community development needs. Under the Housing and Community Development Act of 1974, CDBG allocations for metropolitan cities and urban counties are determined by a formula, which uses several objective measures of community needs, including the extent of poverty, population, housing overcrowding, and age of housing. Each of these measures examines a community’s needs in relation to all “metropolitan areas,” which is defined to include both metropolitan cities and urban counties.¹ But for

¹ 42 U.S.C. § 5306(b).

metropolitan cities, one measure – the “population growth lag”² – is compared against other metropolitan cities rather than metropolitan areas.

To apply the CDBG formula, Treasury also consulted HUD staff and gathered data from the U.S. Census Bureau. The Act requires Treasury to use the most recent available population data from the U.S. Census Bureau, which, at the time of publication of the Interim Final rule, is data for 2019.³ The Act does not specify the sources for the other components of the CDBG formula. In consultation with HUD, Treasury used the following datasets to apply the CDBG formula:

- U.S. Census Bureau, Population Estimates Program, data for 2019 (for population)
- U.S. Census Bureau, American Community Survey, data for 2015-2019 (for number of people in poverty and housing-related variables)
- U.S. Census Bureau, 1960 and 1980 decennial census counts (for determining the extent of the population growth lag)

Allocation determination

The Act provides that the Secretary shall substitute “all metropolitan cities” for “all metropolitan areas” in each place it appears. This substitution removes urban counties, which are provided for separately under the Act,⁴ from the ratios used in the calculation of allocations for metropolitan cities.

The Act also provides that the Secretary shall allocate and pay to each metropolitan city an amount determined for the city “consistent with” the CDBG formula. As noted, the CDBG formula uses six weighted variables.⁵ This formula reflects an approach taken since the 1970s on how to assess communities’ needs for funds to provide suitable living environments and expanded economic opportunities, particularly for low-income communities. But applying the formula solely by substituting “all metropolitan cities” for “all metropolitan areas” has the effect of changing the relative importance of the variables: in particular, it alters the weight normally assigned to “population growth lag.” While substituting “all metropolitan cities” for “all metropolitan areas” ensures that all of the metropolitan cities’ allocation will be distributed, a substitution that changes the relative importance of the variables that drive the underlying CDBG formula would produce results that are not “consistent with” with the formula, as the statute requires.

To achieve the statutorily mandated consistency with the CDBG formula, while still “substitut[ing] ‘all metropolitan cities’ for ‘all metropolitan areas’ each place it appears,” Treasury has adjusted the relative weights of the ratios that make up the formula to reflect the same relative importance of the ratios absent the substitution.

² Population growth lag refers to difference between the actual number of residents in a metropolitan city or urban county and the number of persons who would have been residents if that city or county’s population had grown since 1960 at the average population growth rate of all metropolitan cities. For metropolitan cities and urban counties whose boundaries have changed, the CDBG formula incorporates an adjustment using 1980 data.

³ While Census has released 2020 population data for states, 2020 population data for metropolitan cities will not be publicly available until May 27, 2021. Consequently, at time of publication, the most recent available population data for metropolitan cities was as of 2019. See: <https://www.census.gov/programs-surveys/popest/about/schedule.html>

⁴ See 42 U.S.C. § 803(b)(3).

⁵ See 42 U.S.C. § 5306(b)(3).

File Attachments for Item:

. Order 26,811 - approving Minor Amendment #1 05132021 to the 2021 Community Development Block Grant Program which increases the 2021 Constitution Park Improvements Splashpad Project by \$11,750, making the project total \$87,750

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

ORDER NO. 26,811

DATE: June 1, 2021

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

THAT, the following Minor Amendment #1 05132021 to the 2021 Community Development Block Grant Program be and are hereby approved effective June 1, 2021:

Program	Current Award	Amendment	New Total Award
2021 Constitution Park Improvements/Splashpad	\$76,000	\$11,750	\$87,750
2021 CDBG Allocation	\$797,370	\$11,750	\$809,120

Raymond M. Morriss, Mayor

Public Notice of Intent to Reprogram PY 2021 Community Development Block Grant Funds

Minor Amendment #1 05132021

City of Cumberland

In accordance with federal regulations governing the Consolidated Planning process, the City of Cumberland is notifying the public regarding a proposal to reprogram Community Development Block Grant (CDBG) funds from activities affecting the 2020 Annual Action Plan. Reprogramming CDBG funds in a timely manner enables the City to comply with HUD "Timeliness" standards and allows the funds to be used on "shovel ready" activities. The following increase in funding is defined as a Minor Amendment.

The changes proposed for the FY 2021 Annual Action Plan primarily involve increasing 2021 funds allocated to project #5 Constitution Park Improvements Splashpad (TT21.056). The funds were allocated to provide improvements to targeted areas of the Constitution Park to increase safety and amenities for residents. The original grant of \$76,000 will be increased by \$11,750. This is in response to an increase in the City's FY2021 Community Development Block Grant allocation from \$797,370 to \$809,120 due to an error in the original formula calculation which was explained in a letter to Raymond M. Morriss, Mayor of Cumberland, dated May 13, 2021 from James Arthur Jemison II, Principal Deputy Assistant Secretary for Community Planning and Development, U.S. Department of Housing and Urban Development.

In accordance with the City of Cumberland Citizen Participation Plan approved in 2020, no comment period is required as this is not a substantial amendment. This Minor Amendment to the 2021 Community Development Block Grant Annual Action Plan will be considered by Mayor and City Council at the regular meeting livestreamed on Tuesday, June 1, 2021 at 6:15 PM.