



# Mayor and City Council of Cumberland

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

City Administrator Jeffrey F. Silka  
City Solicitor Michael S. Cohen  
City Clerk Marjorie A. Woodring

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## AGENDA

M&CC Special Public Meeting  
City Hall

DATE: August 04, 2022

### OPEN SESSION – 2:00 P.M.

#### Pledge of Allegiance

#### Roll Call

#### New Business

##### (A) Orders (Consent Agenda)

1. Order 27,047 - lifting Section 11-113 of the City Code on August 12, September 9, and October 14, 2022, from 5:00 p.m. until 10:00 p.m., to allow for the use of open containers of alcohol within certain areas of the downtown during "Friday After Five" events; notwithstanding that open glass containers shall not be permitted
2. Order 27,048 - lifting Section 11-113 of the City Code on October 8, 2022, from 12:00 p.m. until 9:00 p.m. to allow open containers of alcohol within the area of North Centre Street between Baltimore Street and Frederick Street for the North Centre Street Festival; notwithstanding that open glass containers shall not be permitted
3. Order 27,049 - declaring a 2015 Jeep Grand Cherokee (VIN #1C4RJFAG8FC168334) to be a surplus vehicle and authorizing it for sale or trade-in
4. Order 27,050 - authorizing execution of a Lease Agreement with Ristorante Ottaviani, LLC, regarding terms for the installation and use of a pizza oven in the Maze Parklet adjacent to the restaurant at 25 N. Centre Street, and for the use of said Parklet and additional public right of way for outside dining for a 3-year term effective June 1, 2022, through May 31, 2025, for the amount of \$1,200 for the first year and \$1,500 for each subsequent year

#### Public Comments

All public comments are limited to 5 minutes per person

#### Adjournment

**File Attachments for Item:**

. Order 27,047 - lifting Section 11-113 of the City Code on August 12, September 9, and October 14, 2022, from 5:00 p.m. until 10:00 p.m., to allow for the use of open containers of alcohol within certain areas of the downtown during "Friday After Five" events; notwithstanding that open glass containers shall not be permitted

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

ORDER NO. 27,047

DATE: August 4, 2022

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

THAT, the provisions of Section 11-113 of the City Code, entitled "Open Containers of Alcohol," be and are hereby lifted for the "Friday After Five" events to be held August 12, September 9, and October 14, 2022, from 5:00 PM until 10:00 PM within the confines of the following area:

- Mechanic at Bedford Street south to Harrison Street;
- Harrison Street east to Queen City Drive;
- Queen City Drive north to Baltimore Street;
- Baltimore Street west to George Street;
- George Street north to Butler Alley;
- Butler Alley to Frederick and Bedford Streets by way of Centre Street;

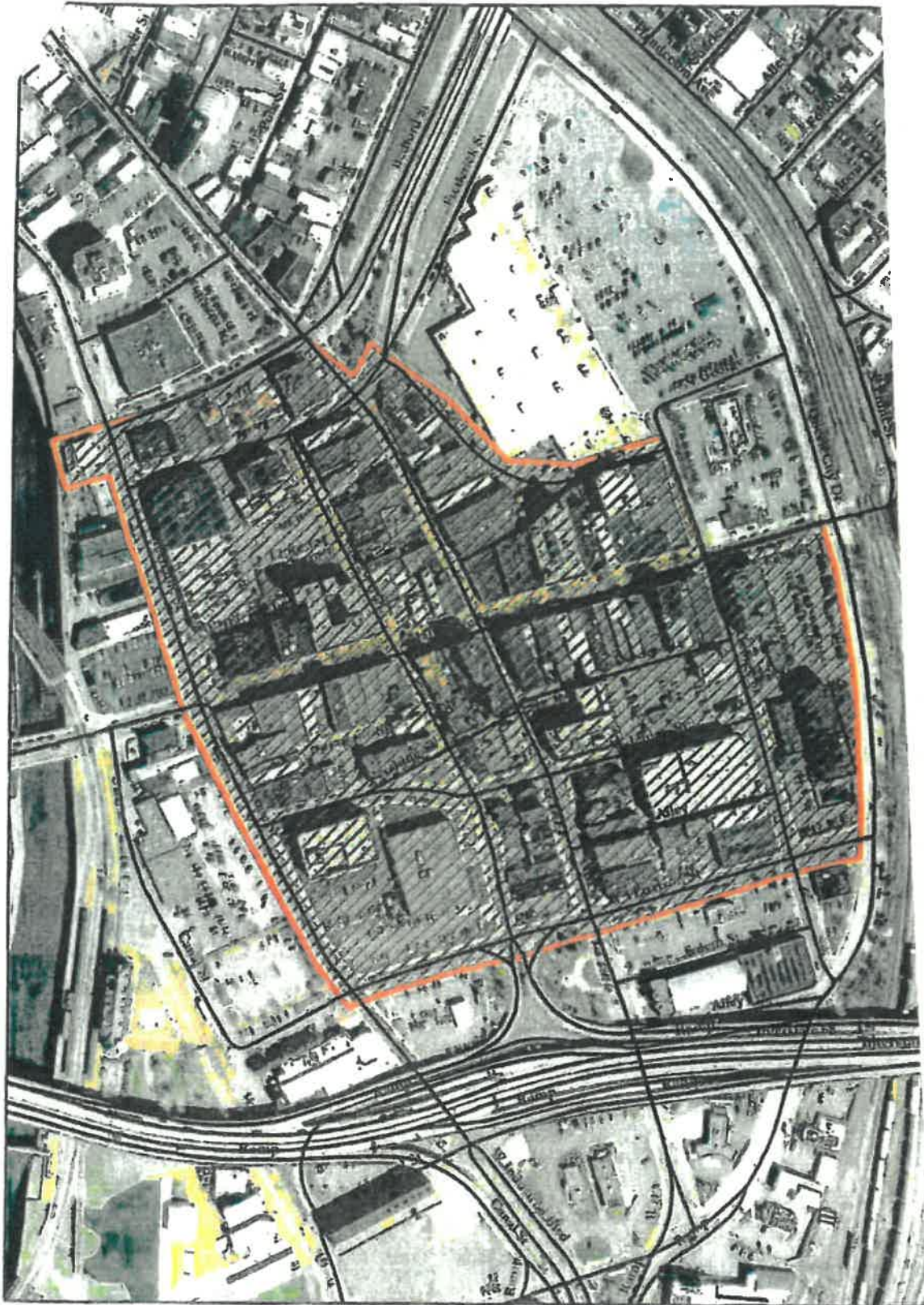
BE IT FURTHER ORDERED, that, notwithstanding the foregoing, open glass containers shall not be permitted in the area defined above and Section 11-113 (a) of the City Code shall remain in force and effect as to glass open containers of alcoholic beverages in that area.

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**Raymond M. Morriss, Mayor**

**\*Map attached**

# Open Container Area



0 105 210 420 630 Feet



**File Attachments for Item:**

. Order 27,048 - lifting Section 11-113 of the City Code on October 8, 2022, from 12:00 p.m. until 9:00 p.m. to allow open containers of alcohol within the area of North Centre Street between Baltimore Street and Frederick Street for the North Centre Street Festival; notwithstanding that open glass containers shall not be permitted

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

ORDER NO. 27,048

DATE: August 4, 2022

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

THAT, the provisions of Section 11-113 of the City Code, entitled "Open Containers of Alcohol," be and are hereby lifted for the North Centre Street Festival on October 8, 2022, 2022, from 12:00 p.m. through 9:00 p.m., within the area of North Centre Street between Baltimore Street and Frederick Street;

Notwithstanding the foregoing, open glass containers shall not be permitted in the area defined above and Section 11-113 (a) of the City Code shall remain in force and effect as to glass open containers of alcoholic beverages in that area.

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**Raymond M. Morriss, Mayor**

*\*Map attached*





**Centre Street Festival June 11th - OPEN CARRY PARAMETER Map**

**File Attachments for Item:**

. Order 27,049 - declaring a 2015 Jeep Grand Cherokee (VIN #1C4RJFAG8FC168334) to be a surplus vehicle and authorizing it for sale or trade-in



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

**ORDER NO. 27,049**

**DATE: August 04, 2022**

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

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

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

- |    |                          |                        |
|----|--------------------------|------------------------|
| 1. | 2015 Jeep Grand Cherokee | VIN: 1C4RJFAG8FC168334 |
|----|--------------------------|------------------------|

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**Raymond M. Morriss, Mayor**

**File Attachments for Item:**

. Order 27,050 - authorizing execution of a Lease Agreement with Ristorante Ottaviani, LLC, regarding terms for the installation and use of a pizza oven in the Maze Parklet, adjacent to the restaurant at 25 N. Centre Street, and for the use of said Parklet and the building's adjacent public right of way for outside dining for a 3-year term effective June 1, 2022, through May 31, 2025, for the amount of \$1,200 for the first year and \$1,500 for each subsequent year

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and executed this 2nd day of August, 2022, 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, the said real property hereinafter being referred to as (the "Restaurant");

WHEREAS, the City maintains and/or owns North Centre Street, the public right-of-way immediately in front of the Restaurant;

WHEREAS, Lessee wishes to expand its operation to include outside café dining and the installation of an outdoor pizza oven on the property owned by the City adjacent to the Restaurant that is commonly known as Maze Parklet, it being more particularly described in the Exhibit A attached hereto and referred to hereinafter as the "Demised Premises"); and

WHEREAS, the City has determined that it is in the interest of the general public to grant Lessee the exclusive use of the right-of-way for café dining and food preparation.

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

1. **Demise.** The City hereby leases the Demised Premises to Lessee, and Lessee leases it from the City in accordance with the terms of this Lease.

2. **Term.**

2.1. **Initial Term.** The initial term of this Lease ("Initial Term") shall commence on June 1, 2022 and shall terminate on May 31, 2025, unless sooner terminated as provided for herein.

2.2. **Renewal Terms.** Unless Lessee gives the City or the City gives Lessee written notice at least ninety (90) days prior to the end of the Initial Term or any renewal term ("Renewal Term") of this Lease that it does not wish to continue the Lease, this Lease will automatically renew on the same terms, covenants, and conditions (except for the increased rent prescribed in Section 4 hereof) for two (2) Renewal Terms of twelve (12) months each.

3. **Permitted Use of Demised Premises.** The Demised Premises shall be occupied and used by Lessee for outdoor café dining and food preparation for Restaurant operations. No other uses shall be permitted without the written consent of the City, which permission shall be granted or withheld by the City for any reason or no reason at all. 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.

2022 AUG 2 4:03 PM

Lessee shall have the exclusive right to place and secure its chairs, tables, pizza oven and other furnishings and equipment in the Demised Premises during the Initial Term and Renewal Terms, if any.

Lessee shall not at any time leave the Demised Premises vacant. It shall conduct and carry on Restaurant operations continuously throughout the term of this Lease.

*It is understood that an 18-inch sanitary sewer line, a 24-inch storm sewer line, an 8-inch sanitary sewer line, a 1-1/2" water line, and several small drain lines run through the length of the Demised Premises. There may be additional public utilities located within or under the Demised Premises.*

Lessee will be liable to the City for any damages to public utilities caused by it, its employees, agents, representatives, contractors and/or invitees. Lessee shall not construct, place or otherwise locate any fixtures, permanent structures or equipment over these public utilities without first obtaining the City's written consent, said consent not to be unreasonably withheld or delayed. It is understood that the City will not be liable to Lessee for any damages caused to the Demised Premises, Lessee's property thereon and any third parties' property on account of failures or breakage of any of these utility lines and structures.

#### **4. Rent.**

4.1. **Initial Term.** 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 Thousand Two Hundred Dollars (\$1,200.00) for each year of the Initial Term.

4.2. **Renewal Terms.** The rent for each Renewal Term shall be One Thousand Five Hundred Dollars (\$1,500.00).

4.3. **Payment.** All rent shall be paid on or before the first day of each calendar year this Lease is in effect, without deduction, set-off, recoupment, counterclaim or demand at the Clerk's Office on the second floor of the Cumberland City Hall (57 N. Liberty Street, Cumberland, MD 21502) or at such other place as shall be designated in writing by the City.

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

6. **Demarcation / Alcoholic Beverages.** Lessee shall place stanchions, chains or other barriers along the lot lines of the Demised Premises which run along Centre Street and Hoffman Alley so as to control ingress and egress therefrom. Lessee shall be responsible for monitoring the Demised Premises so as to ensure that Restaurant patrons do not take alcoholic beverages from the Demised Premises.

7. **Furnishings.** Lessee shall be responsible for providing all furnishings and equipment for use by its staff and patrons within the area of the Demised Premises.

8. **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.

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

10. **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, replacing or relocating 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.

11. **Maintenance, Repair & Lessee Improvements.**

(a) 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.

(b) Lessee shall remove all fixtures and equipment it installed at or on the Demised Premises upon the expiration or termination of this Lease unless the City provides it with a written waiver of this requirement. Upon the expiration or termination of this Lease, Lessee shall return the Demised Premises to the City in as good as or better condition than it was in on May 31, 2022, reasonable wear and tear excepted.

12. **Alterations; Restoration of Demised Premises.**

12.1. **Alterations.** The City consents to Lessee's installation of a pizza oven in the Demised Premises. Lessee shall not make any other alterations, additions or improvements to the Demised Premises without the City's prior written approval, which approval may be withheld for any reason or no reason at all.

12.2. **Restoration.** Upon the expiration or termination of this Lease, City shall have the right to require Lessee to restore the Demised Premises to the condition it was in on May 31, 2022 provided it gives Lessee written notice of this decision within sixty (60) days of the termination or execution of this Lease. If Lessee fails to restore the Demised Premises as required under the terms of this section, the City may do so at Lessee's expense. If City employees perform any portion of the work, the employees' prorated salaries and benefits and the City's costs related to the employment of those injuries shall be paid by Lessee.

13. **Insurance.**

13.1 **Required Policies.**

**13.1.1. Comprehensive General Public Liability 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. 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.

**13.1.2. Fire Insurance.** Lessee shall, at its expense, maintain fire insurance with standard broad form extended coverage endorsement covering (i) all of Lessee's furniture, furnishings, such equipment as is not affixed to the Demised Premises, and signs, and (ii) Lessee's interest in all of the improvements and betterments installed in the Demised Premises by Lessee, in each case in amounts sufficient to prevent the City or Lessee from becoming a coinsurer under the terms of the applicable policies.

**13.1.3. Workers' Comp. Insurance.** Lessee, at its expense, shall maintain workers' compensation insurance on all persons it employs to work in the Demised Premises.

**13.1.4. Uniform Policy Requirements.** Each of the required policies shall include "MAYOR AND CITY COUNCIL OF CUMBERLAND" as an additional insured. Each 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 or such less number of days' notice as the insurer may allow if it will not give thirty (30) days' notice. Immediately upon the execution of this Lease and from time-to-time upon the request of the City, Lessee shall provide the City with a certificate or certificates of insurance evidencing its compliance with the requirements of this section. Lessee shall bear all expenses, including additional premiums, charged by its insurers in connection with Lessee's compliance with the terms of this section.

**14. Waiver Of Subrogation.** Lessee shall include in each of its insurance policies insuring against (a) loss, damage or destruction by fire or any other peril covering any property owned, borrowed, or in Lessee's care, custody, or control, or (b) injuries to any employee or agent of Lessee, a waiver of the insurance carriers' rights of subrogation against the City. Lessee shall bear all expenses, including additional premiums, charged by its insurers in connection with Lessee's compliance with the terms of this section.

**15. Utilities.** Lessee shall promptly pay the following utilities: water, sewer, heat, gas, electric, telephone, cable television, and all other utilities provided to Lessee at the Demised Premises. The City shall not be liable to Lessee for damages because of any interruptions in utility services.

**16. Taxes.**

(a) Lessee shall pay all taxes levied against personal property, trade fixtures, and improvements placed by Lessee on or in the Demised Premises.

(b) Lessee shall pay all real estate taxes assessed against the Demised Premises.



- (c) The parties acknowledge that Lessee is not exempt from the payment of these taxes simply by virtue of the fact that it is leasing property owned by a local government; i.e., the City.

17. **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.

18. **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.
- (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 the Restaurant, or shall permit them to remain vacant and unoccupied without the consent of the City first obtained.

19. **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.

20. **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.



**21. Attorneys' Fees.** Lessee will be liable for the City's attorney's fees, court costs, and all litigation expenses arising from, under, or relating to any default or alleged default by Lessee under this Lease whether or not the City elects to terminate this Lease and whether or not a legal proceeding is filed or commenced. It is the intent of the parties that the provisions of this paragraph continue after the expiration or earlier termination of this Lease.

**22. 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.

**23. 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 F. Silka  
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

**24. 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 must be instituted and maintained exclusively 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 forums.

**25. 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.

**26. 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.

**27. 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.

28. 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.

29. 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.

30. 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.

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.*  
\_\_\_\_\_  
Printed name and title

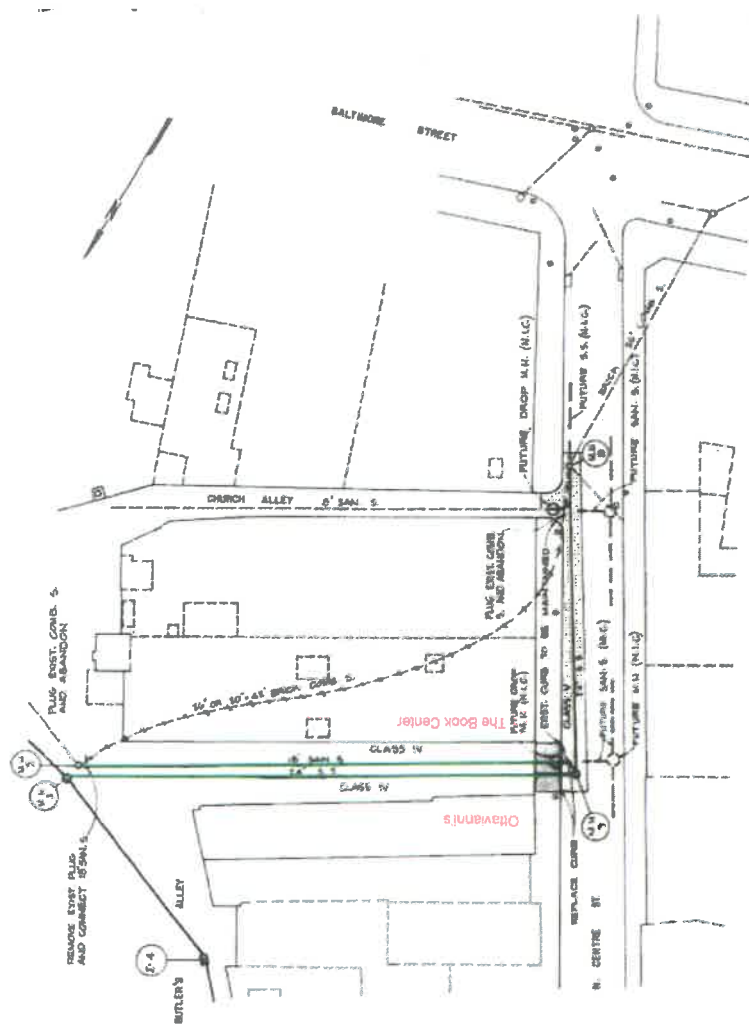
## **EXHIBIT A**

**FOURTEENTH:** All that lot or parcel of ground designated as Urban Renewal Parcel 9-16 (Maze Parklet) situated, lying and being on the east side of North Centre Street in the City of Cumberland, Maryland, and more particularly described as follows:

**BEGINNING** for the same on the easterly side of Centre Street at the end of 147 feet 10 inches from the intersection thereof with the south side of Henry Street, and running thence with said Centre Street, south  $28\frac{1}{2}$  degrees east 19.4 feet; thence north  $61\frac{1}{2}$  degrees east 122 feet 11 inches to Hoffman Alley, and with it, north  $40\frac{1}{2}$  degrees west 22 feet 10 inches; then south  $61\frac{1}{2}$  degrees west 82 feet 2 inches; thence south  $28\frac{1}{2}$  degrees east 22 inches; thence south  $6\frac{1}{2}$  degrees west 35 feet 9 inches to the place of beginning.

**IT BEING** the same property described as Fourteenth in the deed from Cumberland Urban Renewal Agency to the Mayor and City Council of Cumberland dated March 28, 1979, and recorded among the Land Records of Allegany County, Maryland in Deed Liber 506, Page 578.

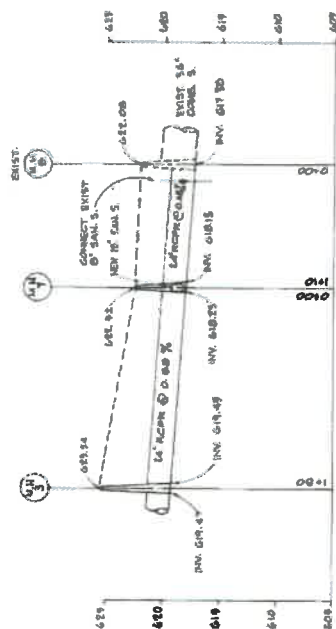
**SUBJECT TO** all outconveyances, plats, lot lines, easements, rights of way, and all other matters of record.



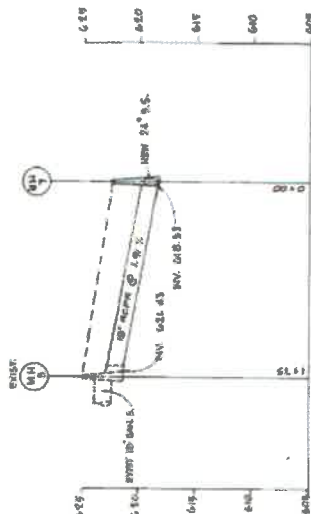
PLAN  
SCALE 1"=50'

NOTES:

1. SEE OVER NO. 4 OF 12 FOR PLANS LEGEND.
2. FOR CURB AND PAVEMENT DETAIL SEE OVERLAYS, PARALLEL AND CURB DETAILS IN USING S.E.
3. FOR SIDEWALK DETAILS SEE OVER NO. 8 OF 12 SIDEWALK SECTION FREDERICK STREET.
4. FOR ANNOTATIONS, SYMBOLS AND GENERAL NOTES SEE OVER NO. 2 OF 12.



PROFILE 6  
N. CENTRE STREET  
HORIZ.: 1"=50'  
VERT.: 1"=5'



PROFILE 7  
NEW ALLEY  
HORIZ.: 1"=50'  
VERT.: 1"=5'

REVISION	DATE	BY	DESCRIPTION

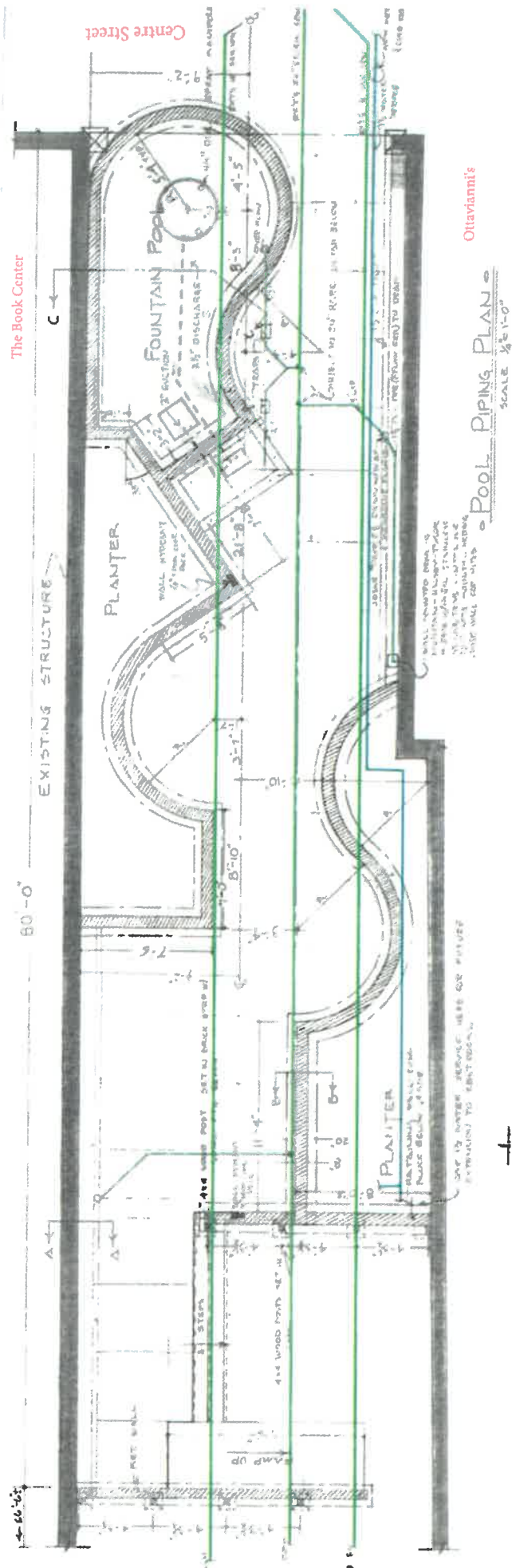
APPROVED: \_\_\_\_\_  
SUBMITTED: \_\_\_\_\_

CUMBERLAND URBAN RENEWAL AGENCY

HENNINGSON, DURHAM & RICHARDSON  
ENGINEERS - ARCHITECTS - PLANNERS  
2155 WISCONSIN AVE., N.W.  
WASHINGTON, D.C. 20007

BUTLER'S ALLEY & N. CENTRE ST.  
PLAN AND UTILITY PROFILES

AS NOTED  
4A OF 12  
JAN. 1974



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

ORDER NO. 27,050

DATE: August 4, 2022

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

**THAT**, the Mayor be and is hereby authorized to execute a Lease Agreement by and between the Mayor and City Council of Cumberland and Ristorante Ottaviani, LLC, outlining the terms for the installation and use of a pizza oven in the Maze Parklet, adjacent to the restaurant, 25 N. Centre Street, and for the use of said Parklet and adjacent right of way to the building for outside dining purposes for a three (3) year term effective June 1, 2022, through May 31, 2025, with an option for renewal; and

**BE IT FURTHER ORDERED**, that rent for the initial one-year term shall be One Thousand, Two Hundred Dollars (\$1,200.00), and rent for each renewal term shall be One Thousand, Five Hundred Dollars (\$1,500.00).

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**Raymond M. Morriss, Mayor**