



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
Video Conference

DATE: June 16, 2020

This meeting will be held remotely as a videoconference.

To view the meeting, go to the City's website at www.ci.cumberland.md.us and under the Government tab, locate the Public Meetings link which will take you to Live Meeting Coverage.

To provide public comment during the video conference, citizens must go to the following webpage on Zoom Meeting:

<https://us02web.zoom.us/j/85727920648?pwd=ZXhibEJxVVQyd3ZoSFwAwbm9vcTILQT09>

and use Meeting ID (857 2792 0648) Password (776066).

To join by phone dial: (+1 301 715 8592); Meeting ID: (857 2792 0648) Password: (776066)

Citizens wishing to speak will be placed in a waiting room and will be called upon at the appropriate time.

Written public comment may also be made by emailing the City Clerk at margie.woodring@cumberlandmd.gov. All electronic comments must be submitted by 2 PM on June 16, 2020. Comments received will be read by City staff during the public comment portion of the meeting.

CLOSED SESSION

5:00 PM. - Convene in open session for the purpose of closing the meeting for an executive session pursuant to Section 3-305 (b) (1) (7) and (9) of the General Provisions Article of the Annotated Code of Maryland to discuss issues pertaining to the City's Administrator's contract and to discuss negotiations with the UFCW Local 1994 representing certain members of the Cumberland Police Department, and to receive legal consultation regarding the City's property maintenance code

OPEN SESSION

6:15 PM – Reconvene into Open Session

Roll Call

Statement of Closed Meeting

1. Summary statement of the closed meeting held June 9 and June 16, 2020

Director's Reports

(A) Administrative Services

Administrative Services monthly report for April, 2020

(B) Engineering

Engineering Division monthly report for May, 2020

(C) Fire

Report of Fire Department Activity for the month of May, 2020

(D) Police

Police Department monthly report for May, 2020

(E) Utilities - Flood, Water, Sewer

Utilities Division / Water Department monthly report for May, 2020

Approval of Minutes

1. Approval of the Work Session Minutes of May 12, 2020, and the Budget Work Session and Regular Session Minutes of May 19, 2020

Unfinished Business

(A) Ordinances

1. Ordinance No. 3866 (*2nd and 3rd readings*) - providing for the City Tax Levy for FY21. 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.
2. Ordinance 3867 (*2nd and 3rd readings*) - providing for the annual appropriation for the General Fund for FY21
3. Ordinance 3868 (*2nd and 3rd readings*) - providing for the annual appropriation for the Water Fund for FY21
4. Ordinance 3869 (*2nd and 3rd readings*) - providing for the yearly appropriation for the Sewer Fund for FY21

5. Ordinance 3870 (*2nd and 3rd readings*) - providing for the annual appropriations for the Special Purpose Funds for FY21
6. Ordinance 3871 (*2nd and 3rd readings*) - to provide for an increase in water rates effective July 1, 2020

New Business

(A) Orders (Consent Agenda)

1. [Order](#) 26,649 - accepting the proposal of Century Engineering, Inc. for City Project 36-19-WWTP "Blower Building Electrical Switchgear Replacement - Engineering Services" in the estimated cost of \$29,600, which will include the design and preparation of construction bid documents for the switchgear replacements and a new redundant transformer at the Blower Building at the JDD Water Reclamation Facility
2. [Order](#) 26,650 - authorizing the Chief of Police to enter into a Memorandum of Understanding (MOU) with the United States Secret Service to formalize an existing partnership with the Cumberland Police Department, making the department eligible to share funds and seek reimbursement for costs associated with certain investigations
3. [Order](#) 26,651 - authorizing execution of lease agreement with Corner Tavern and Cafe, Embassy Theater, Baltimore Street Grill, City Lights, and Mezzos for the use of public right-of-way for outdoor dining and entertainment for a one-year term effective June 1, 2020 through May 31, 2021
4. [Order](#) 26,652 - accepting the report of the City Administrator, dated June 12, 2020, advising that with regard to the closure of two (2) portions of Park Alley in the vicinity of Williams and Cecelia Street, as approved by Ordinance No. 3865, there were no damages caused to the adjacent property owners, those being Cumberland Gateway Real Estate, LLC, and Alter/Scott Acquisitions, LLC, and that any added monetary value to the property owners as a result of the closure will be determined by the MD Department of Assessments and Taxation

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

2. FY21 State Aid for Police Protection Fund

Council Agenda Summary

Meeting Date: June 16, 2020

Agenda Item Number: FY21 State Aid for Police Protection Fund

Key Staff Contact: Captain Chuck Ternent

Item Title:

FY21 State Aid for Police Protection Fund

Summary:

Authorize Captain Chuck Ternent, Interim Chief, to accept the FY21 State Aid for Police Protection Fund grant in the amount of \$ 478,883 to be used exclusively to provide adequate police protection in the qualifying municipality of Cumberland, Maryland.

Issues and Considerations:

Enter Text Here

<i>Fiscal Impact:</i>	
Is this item budgeted? Yes No	
Budget:	\$
Value of award:	\$478,883
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input checked="" type="checkbox"/> Yes No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes No	
Match provisions:	Enter Text Here
Is this a sole source purchase? <input type="checkbox"/> Yes <input type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	



GOVERNOR'S COORDINATING OFFICES

COMMUNITY INITIATIVES • SERVICE & VOLUNTEERISM • PERFORMANCE IMPROVEMENT
CRIME CONTROL & PREVENTION • SMALL, MINORITY & WOMEN BUSINESS AFFAIRS
CHILDREN • DEAF & HARD OF HEARING

June 12, 2020

Captain Chuck Ternent
Captain
Cumberland Police Department
20 Bedford Street
Cumberland, MD 21502

SAPP-2021-0012

Dear Captain Ternent:

Please be advised that, pursuant to the FY 2021 State budget, the Cumberland Police Department will receive \$478,883.00 from the FY 2021 State Aid for Police Protection Fund. The State Aid for Police Protection Fund is an annual formula grant to be used exclusively to provide adequate police protection in the subdivisions and qualifying municipalities of Maryland.

Your estimated allocation for FY 2021 is derived from the information provided on Forms No. 2 and 3. The actual amount of aid will be recalculated based on the actual FY 2020 expenditures for police protection that you will provide on Form No. 1 and the applicable CAFR Reconciliation Form which will be due on January 25, 2021. Payments will be made on the last day of each quarter.

To participate in the FY 2022 State Aid for Police Protection Fund program, an online grant application submission is required. Additionally, the original signed hard copies of Form No. 2 (Estimated Expenditures for FY 2022) and Form No. 3 (Municipal Sworn Officer Allocation as of June 30, 2020) must be uploaded into the online system under the documents tab of the application. Instructions will be provided as we get closer to the due date. It is important that we receive all forms in a timely manner so that the formula may be calculated correctly.

The State Aid for Police Protection Fund Notice of Funding Availability, the required forms, and instructions for FY 2022 will be tentatively available on our website in October 2020, and will be available to download through our website at <http://goccp.maryland.gov/grants/programs/sapp/>. You will be notified one month prior to the submission due dates by email. If the applicant or implementing agency authorized official has changed, please do not delay submitting a request to make the necessary changes now by using the instructions provided online at <http://goccp.maryland.gov/grants/changing-authorized-official/>.



GOVERNOR'S COORDINATING OFFICES

COMMUNITY INITIATIVES • SERVICE & VOLUNTEERISM • PERFORMANCE IMPROVEMENT
CRIME CONTROL & PREVENTION • SMALL, MINORITY & WOMEN BUSINESS AFFAIRS
CHILDREN • DEAF & HARD OF HEARING

I hope our office becomes a more valuable resource for your organization as we strive to deliver our services in a customer-friendly fashion. If you need any assistance, please contact Angela Carpintieri, SAPP Program Manager, by email at Angela.Carpintieri@maryland.gov or phone at (410) 697-9297.

Sincerely,

V. Glenn Fueston, Jr.
Executive Director

Cc: Captain Chuck Ternent
Ms. Cindy Hartley



Governor's Office of Crime Control and Prevention

Regional Monitor:
Fiscal Specialist:

Carpintieri, Angela
Tisari, Anna

Grant Award - Special Conditions

Grant Award Number:	SAPP-2021-0012	Sub-Recipient:	Cumberland Police Department
Award Period:	07/01/2020 - 06/30/2021	Implementing Agency:	Cumberland Police Department
Project Title:	State Aid for Police Protection		

- 1 This grant award is subject to the General Conditions (POST AWARD INSTRUCTIONS) found on the GOCCP website (<http://www.goccp.maryland.gov/grants/general-conditions.php>). The aforementioned General Conditions/Post Award Instructions are REQUIRED to be reviewed, should be printed for your reference and are subject to change without written notice.

In addition, the Grantees Toolbox is provided as a resource on the GOCCP website (<http://www.goccp.maryland.gov/grants/grantee-toolbox.php>) to address frequently asked questions.

- 2 If the Maryland State Police (MSP) encounters difficulty obtaining the necessary crime data on a timely basis from local jurisdictions that provide the data for inclusion in the UCR, MSP shall notify the Governor's Office of Crime Control & Prevention (GOCCP). GOCCP shall withhold a portion, totaling at least 15% but no more than 50%, of that jurisdiction's State Aid for Police Protection (SAPP) grant funds upon receipt of notification from MSP.
- 3 Form 1 (Actual Expenditures for Police Protection) and your agency's Annual Audit These reports are due to arrive at GOCCP no later than COB on January 25th. Form 1 figures must also reconcile to your auditor's report.
- 4 All awardees will be required to submit a fiscal year-end report that reflects the overall successes that were accomplished through the use of these grant funds. The report must describe in detail how law enforcement staffing has changed and provide a comparison of the State Aid for Police Protection efforts over the previous year. This fiscal year-end report will be due by July 15th and must also be uploaded into the online grants management system.



Regional Monitor:
Fiscal Specialist:

Carpintieri, Angela
Tisari, Anna

Governor's Office of Crime Control and Prevention

Budget Notice

Grant Award Number:	SAPP-2021-0012	
Sub-recipient:	Cumberland Police Department	
Project Title:	State Aid for Police Protection	
Implementing Agency:	Cumberland Police Department	
Award Period:	07/01/2020 - 06/30/2021	CFDA: State

Funding Summary	Grant Funds	100.0 %	\$478,883.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$478,883.00

Other

Description	Funding	Quantity	Unit Cost	Total Budget
Budget Allocation	Grant Funds	1	\$0.00	\$478,883.00

Other Total: \$478,883.00

Approved:

Governor's Office of Crime Control and Prevention Authorized Representative

Effective Date: 7/1/2020

File Attachments for Item:

Summary statement of the closed meeting held June 9 and June 16, 2020

Mayor and City Council of Cumberland

Closed Session Summary

June 9, 2020, at 5:55 p.m.

Via Video Conference

On June 9, 2020, the Mayor and City Council met in closed session at 5:55 p.m. via video conference to discuss the City Administrator's contract pursuant to Section 3-305(b)(1) of the General Provisions Article of the Annotated Code of Maryland.

Persons in attendance included Mayor Raymond Morriss; Council Members Seth Bernard, Richard Cioni, Eugene Frazier, and Laurie Marchini; Michael S. Cohen, City Solicitor; and Marjorie Woodring, City Clerk

On a motion made by Council Member Bernard and seconded by Council Member Cioni, Council voted 5-0 to close the session.

No actions were voted upon and the meeting was adjourned at 7:00 p.m.

Raymond M. Morriss, Mayor

Entered into the public record on _____

File Attachments for Item:

Administrative Services monthly report for April, 2020

Administrative Services Monthly Report for April 2020

June 16, 2020

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Dear Mayor and City Council Members:

The following report is submitted by the Department of Administrative Services for the month of April, 2020:

Management Information Systems (MIS) Department April 2020

Statistics

165 completed help desk requests
229 open help desk requests

Activities

Major department initiatives in the past month include:

- Continue working with Community Development on new software deployment project
- Continue troubleshooting/refining mobile data terminal setup in police cars
- Continue making network changes to update our environment and improve security
- Work with vendor for Center City (George Street) Parking Garage cameras and overall camera management solution
- Assist remote users working from home including remote meeting support

Parks and Recreation

April 2020

All areas – Parks, Pavilions, Playgrounds – Closed due to COVID – 19 Pandemic following all State Guidelines in place.

Reservations for the Six covered Pavilions at Constitution Park continue to be taken for the 2020 season. Rental Fees are \$ 100.00 for the Large Pavilion and \$ 75.00 for the Small Pavilion
Pavilions Closed

Field and court usage for the month of April:

All Youth and Adult Sports Spring Practices and Season play cancelled due to the COVID-19 Pandemic

School marble tournament Schools closed beginning March 16. School Marbled Tournaments Cancelled – COVID-19

Co-ed Volleyball League - Remainder of the 2019-20 season Cancelled

Annual Easter Egg Hunt – Scheduled for Friday April 10 – Cancelled

Meetings attended:

- Regular Monthly Meeting of the Recreation Advisory Board - CANCELLED
- Training Citizen Serve Software
- Program meeting with Extension Service of Allegany County
- Meeting with Maintenance personnel

Areas of work

- Park Pool 2020 season – Organization of cleaning of Pool
- POS application of 2021 project request
- Planning for Summer seasonal events in the event
- Working from home and office

Upcoming – for May

Continue to work toward the open of Parks and Recreation related facilities, programs and events at the direction of the State of Maryland.

Community Development Report

April 2020

CODE COMPLIANCE

Code Enforcement Activity:

30 calls with 15 resolved.

Closed 3 ad'l cases from previous months.

Nuisance & Junk Vehicle

Reported 25
Resolved 13

Property Maintenance

Reported 4
Resolved 1

Building Code

Reported 0

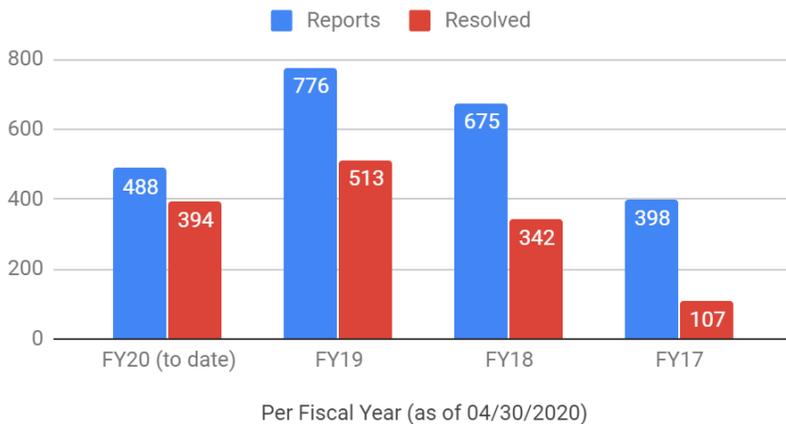
Housing Code

Reported 1
Resolved 1

Zoning

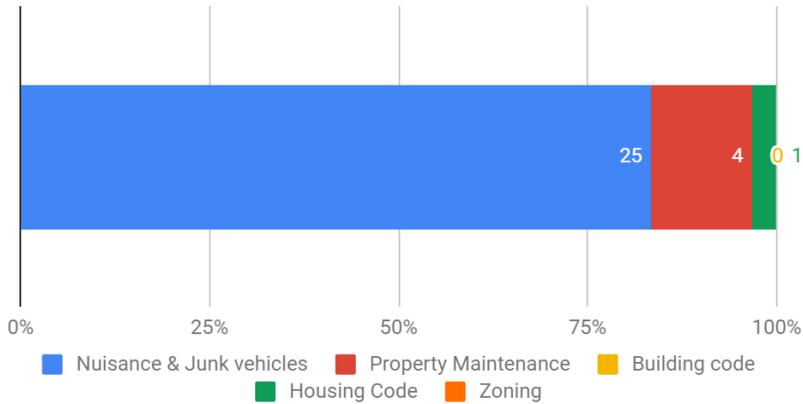
Reported 0

Calls vs. Resolved per FY



Note: CD is resolving 23% more complaints in FY20 vs. FY19; 59% increase from FY18; 200% increase from FY17

Code Violations Reported in April 2020



Permits, Applications, and Licenses

(Staff used AS400 report in Codes Technician's absence)

Building Permits

Received: 13

Occupancy Permits

Received: 1

Plan reviews, etc.

Received: 1

COA Permits

Received: 2

Rental Licenses

Issued/Renewed: 7

Housing Inspections

Conducted: 0

Demolitions

Received: 2

Revenue

Building Permits	\$2,522.00
Bldg. Permits, Miscellaneous	135.00
Occupancy Permits	30.00
Utility Permits	0.00
Plan Reviews, Amendments & Appeals	100.00
Zoning Classification Determination	50.00
Municipal Infractions/Citations	0.00
Rental Licenses (new & renewals)	150.00
Paid Housing Inspection Requests	0.00
Certificates of Appropriateness	<u>30.00</u>
TOTAL	\$3,017.00
Demolition Permit - Bonds	\$10,000.00

Code Compliance Manager Report – Noted Activity

- Completed review and approved an application for a two-story residential addition located at 704 Hill Top Drive, with a cost value of \$125,000.00.
- Received an application for a new residential home on 35 Humbird Street with a value of \$179,000.00.
- Received a \$25,000.00 Commercial Project for First Peoples Federal Credit Union.
- Supported/completed the demolition of:
 - 607-609 Maryland Avenue (Razed - clean-up to continue)
 - 119 Pennsylvania Avenue (seeded and mulched)
 - 17 Waverly Terrace
 - 19 Waverly Terrace
 - 411 Central Street
 - 623 & 625 Maryland Avenue
- 119 Pennsylvania Ave is in the process of being demoed.
- Three Code Enforcement Officers are currently working on the tax sale list of properties. This will help determine the properties that could be of value to the City and possible future development.
- Community Services Representative finalized the draft social media policy, created and launched new City Facebook Page, launched new Employee Newsletter, wrote and deployed several press releases, and Citizenserve Implementation.

Community Services Specialist - activity notable from norm:

- Attended five Citizenserve meetings
 - Simplified the CD Rental License spreadsheet for RRL migration
 - Assisted Community services Representative by proofing Citizenserve internal page paths copy
- Procedure created regarding the collection and reporting of the States Home Builders Guaranty Fund
 - Added this to current and Citizenserve New Residential Building Permit application
- Continue to work with Tax Sale property spreadsheet and files
- Assisted Engineer Consultant in locating older Zoning Board of Appeals files and shared files.
- Assisted U.S. Census Rep regarding status on a few properties in City
- Assisted Senior CD Specialist with Zoom testing for upcoming virtual meetings
- National Night Out was postponed nationally until October 6
 - CPD onboard with new date
 - Notified 100+ NNO partners/participants

Community Development Programs Manager Report

April 2020

Community Development Block Grant Program Report

No draws during April

Community Development Programs Manager Report

- Completed and submitted the Capital Grant application to the Maryland Historical Trust for 19 Frederick Street
- Completed and submitted an application to the Pirates Charities for funding consideration for the Long Field project
- Participated in a Preservation Maryland/National Trust for Historic Preservation webinar regarding COVID 19 and impacts for historic preservation
- Vibrant Image completed the updated photographic inventory of the Canal Place Preservation District
- Reviewed and provided comments to Mike Cohen regarding the revision/update to the Carver Bylaws
- Reviewed and edited the Canal Place Preservation District Zoning map corrections and emailed them back to Amy Baker
- Prepared a PowerPoint presentation to share with the Mayor and City Council regarding the Community Legacy program in preparation for this year's process
- Completed documents needed to reconcile the advanced funds provided by MD DHCD for the Community Legacy-funded CBD Facade Improvement Project and submitted an invoice to prepare a check to repay the unexpended funds back to DHCD
- Coordinated the first opportunity for training in the Constitution Park pavilion reservations component of Citizenserve
- Completed and submitted a Section 106 review to the Maryland Historical Trust for the Decatur Street waterline project
- Reviewed Community Legacy Expenditures and Compared to Reimbursements
- Confirmed completion of compliance review process and provided Notice to Proceed letter and reimbursement form for CL-funded Accessibility Improvement Program to Canal Place staff
- Contacted staff and potential funding sources for the collapsed retaining wall at Emmanuel Episcopal Church
- Participated in the National Trust for Historic Preservation's GoToWebinar - Coronavirus Response: the Historic Tax Credit as An Economic Recovery Tool on 4/24
- Prepared scope of work clarification to the MD DNR for the pending POS funding for Long Field

**Comptroller's Office
Financial Activity Report
April 2020**

Cash Flow:

Attached for your review is a Cash Flow Summary for the month of April 2020.

On April 1, 2020 the City had a cash balance of \$2.9 million. Disbursements exceeded receipts by \$872 thousand resulting in a cash balance of \$2 million at April 30, 2020.

As of April 30, 2020, the significant tax receivable balances were as reflected in the table below.

	Taxes receivable (General Fund)					\$2,268,333
	Beg Balance	New Billing	Adjustments/ Abatements	Collections	Bad Debt	Ending Balance
FY 2020	\$1,505,834	\$179	(\$2,141)	\$159,365	\$ -	\$1,344,507
FY 2019	\$584,741	\$ -		17,162		\$567,579
FY 2018	263,509	-		37,531	-	225,978
FY 2017	37,656	-		.	-	37,656
FY 2016	28,795	-		.	-	28,795
FY 2015	25,451	-		.	-	25,451
FY 2014	15,146	-		.	-	15,146
FY 2013	11,634	-		233	-	11,401
FY 2012	5,658	-		.	-	5,658
FY 2011	3,172	-		.	-	3,172
Prior FY's	2,990	-		.	-	2,990
	\$2,484,586	\$179		\$214,291	\$ -	\$2,268,333

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

Real property (non-owner occupied)	\$725,375
Non-Corp Personal Property	6,049
Corporate Personal Property	170,897
Real Property (semiannual payments)	442,186
Real Property (Half Year)	-
	\$1,344,507

The City liquidity position continues to be strong as illustrated in the following cash and investments table. Restricted cash and investments are comprised primarily of invested bond proceeds restricted to associated capital projects and expenditures.

Cash and Investment Summary

April 30, 2020

	Cash	Investments
Beginning Balance	\$ 2,860,010	\$ 13,910,643
Add:		
Cash Receipts	5,695,295	13,516
Investment Transfer	-	-
Less:		
Disbursements	6,567,602	8
Investment Transfer	-	-
Ending Balance	\$ 1,987,703	\$ 13,924,151
Restricted	\$ 289,550	\$ 6,973

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

Restricted Cash

	4/1/2020	Increase	Utilization	4/30/2020
Police Seizures	\$ 86,988	\$ -	\$ -	\$ 86,988
Bowers Trust	24,068	20,312	-	44,380
Restricted Lenders	106,341	-	-	106,341
Other	51,841	-	-	51,841
	\$ 269,238	\$ 20,312	\$ -	\$ 289,550

Restricted Investments

	4/1/2020	Increase	Utilization	4/30/2020
DDC	\$ 6,959	\$ 14	\$ -	\$ 6,973
	\$ 6,959	\$ 14	\$ -	\$ 6,973

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

Capital Projects and Associated Debt:

The tables below illustrate undrawn Maryland CDA bond proceeds as well as the accumulated debt draws and grants received associated with the ongoing Combined Sewer Overflow (CSO) projects.

Available Bond Proceeds

	4/1/2020	Issue	Utilization	4/30/2020
CDA 2014	\$ 497,817	\$ -	\$ 153,661	\$ 344,156
CDA 2015	865,648	-	379,431	486,217
CDA 2017	39,986	-	14,500	25,486
CDA 2018	1,576,615	-	131,847	1,444,768
CDA 2019	3,407,019	-	21,608	3,385,411
	\$ 6,387,085	\$ -	\$ 701,047	\$ 5,686,038

CSO Projects Debt Draws

	4/1/2020	Issue	Utilization	4/30/2020
Evitts Creek Debt	\$ 143,260	\$ -	\$ -	\$ 143,260
Evitts Creek Grant	-	-	-	-
WWTP Debt	2,833,866	-	-	2,833,866
WWTP Grant	22,972,562	-	-	22,972,562
	\$ 25,949,688	\$ -	\$ -	\$ 25,949,688

The CDA 2014 \$154K debt draw was for engineering fees associated with design of the Baltimore Street Access project. \$79K of the CDA 2015 debt was for street paving in collaboration with Columbia Gas and \$300K was for WWTP aeration blower replacement, pumps, electrical switch gear and a mudwell mixing system. CDA 2017 debt draw was toward a police department vehicle replacement. The CDA 2018 debt draws of \$132K were for the Decatur Street water line design, and Industrial Blvd. bridge water line, meter and valve replacement program, and Smouse’s Mill Pumping Station. The CDA 2019 debt draw of \$22k was for SCADA system upgrade.

The Wastewater Treatment Plant (WWTP) CSO project is nearing completion. The project is greater than 95% complete, therefore there will be 1 final grant and debt draw upon completion. The WWTP did not have any CSO draws in BRF grants and no new debt. The WWTP CSO project is expected to be substantially complete in June 2020 pending COVID-19 restrictions.

The Evitts Creek CSO project is temporarily on hold as we continue to seek additional funding to expand the project.

Respectfully submitted,

Jeff Rhodes
City Administrator

sln

File Attachments for Item:

Engineering Division monthly report for May, 2020

City of Cumberland, Maryland Engineering Division - Monthly Report

Capital Projects				May 31, 2020			
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2008	05-08-S	Evitts Creek CSO Upgrades Phase III (gravity sewer under railroad)	Replacement of CSO line connecting Evitts Creek Pump Station effluent with gravity line that parallels the Canal Towpath. Said gravity line is being replaced under project 17-03-S(1).	Design	UPDATE - The City has received an MDE grant for this work to proceed. We have submitted WRA's proposal for final design services to MDE and waiting approval to proceed.	RLS	5/31/2020
2010	01-10-WWTP	CSO Storage Facility At WWTP	CSO storage and handling facility in accordance with LTCP	Construction	UPDATE The contractor has resumed work on the site under strict social distancing protocols. The contractor is still waiting for vendors to be permitted to visit the site by their companies for start-up activities	RLS	5/31/2020
2013	1-13-FPM	Flood Control System Concrete Repairs	Repairs to various points of FCS system per USACOE inspection	Design	UPDATE - Received MDE grant for \$188,000 on April 9. Submitted MDE joint permit application for Bulpen work on April 27. Awaiting contact from MDE program manager on programmatic requirements. Developing plans and specs in meantime.	MDI	4/29/2020
2014	04-14-WWTP	Sludge Screening Study/Design	Study to select the best alternative to keep rags out of the recently cleaned and modified digester because the modifications will make it impossible to revive rags in the future.	Design	NO CHANGE Need/Benefit of the project is being reevaluated, and for now the project is on hold. Design is complete and the project will remain on this report for the time being.	RLS	4/2/2018
2014	13-14-M	Mechanic Street Access Road Improvement Project	Repaving and ADA ramp improvements to the section Mechanic Street from I-68 to Bedford Street. Includes improvements to the block of Bedford Street from N. Centre to N. Mechanic Street and Baltimore Street to the Bridge.	Construction	NO CHANGE Project is complete. Awaiting as-built drawings from the contractor. Material closeout has started. The closeout has been delayed due to COVID-19.	JRD	5/27/2020
2014	19-14-M	Greene Street Complete Street Plan	Planning Study for Greene Street	Planning	NO CHANGE - The Design Report from Alta Planning + Design was submitted and presented to the Mayor and City Council. The plan to start work on Construction Funding Applications has been delayed because of the Baltimore Street Project, which would have been competing for the same funds. This project still needs to be done and should be a priority in the future.	RLS	6/1/2017
2015	9-15-M	Potomac River Walk	The Study Phase of this project is being done through the Cumberland MPO and consists of a Walk / Trail for pedestrians and bikes along the Potomac River between Wills Creek and the YMCA	Study	NO CHANGE - This project has been turned over to Canal Place. Engineering Services for Design were received. Recommendation from the committee was to award to CEC.	KAR	8/9/2019
2015	18-15-S	CSO Water Quality Analysis	Base line data collection for analysis of future CSO needs after CSO Storage is on line.	Planning	UPDATE Project continues. COVID-19 pandemic has created an issue for regular sampling. The lab we use is the Health Dept, and they are down to a trickle and taking COVID-19 samples. We are working with them as to when to resume sampling. We may double up in the summer months to catch-up.	RJK	4/29/2020

City of Cumberland, Maryland Engineering Division - Monthly Report

Capital Projects				May 31, 2020			
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2015	19-15-M	WWTP & Collection System Asset Management Plan	Development of an Asset Management Plan	Planning	UPDATE Asset Management Program/Capital Improvement Implementation, Working on Survey 123 and Collector with Sewer & Water Staff. Work is ongoing.	RJK	6/2/2020
2015	23-15-M	Flood Insurance Rate Map (FIRM) Modernization and Implementation	Update FIRMs and the Floodplain Ordinance, and conduct an outreach to the community to apprise landowners of the impact of those changes.	Planning	NO CHANGE - The Letter of Final Determination date is now October, 2018, with a projected effective date of April, 2019.	PJD	1/3/2019
2016	12-16-M	Baltimore Street Access Improvement - Final Design	The purpose of the New Baltimore Street Town Center project is to reopen and improve Baltimore Street, which is currently configured as a pedestrian mall, to vehicular traffic while maintaining elements of the mall.	Design	UPDATED - EADS continues working on the design, and are coordinating with Cochrane Studios, city of Cumberland and CEDC. The 70% plans have been reviewed by the City. The next submission is scheduled for the middle June, and should include 90% plans, specifications, and a revised estimate.	JRD	5/27/2020
2016	17-16-M	Stage Renovations at Liberty Street Stage	Replace wood stage with Concrete	Design	NO CHANGE - This project would be unnecessary if the Baltimore Street Access project is executed. The project will remain on this list until the Baltimore Street project moves to construction.	RLS	5/15/2019
2016	18-16-BR	John J. McMullen, Bridge No. A-C-01 Repairs	Bridge Repair	Planning	NO CHANGE - This project is expected to move forward in FY21 with State Aid Funds.	RLS	1/28/2020
2016	19-16-S	78" Parallel Pipeline from Mill Race to CSO	78" Pipeline to CSO tank in accordance with Consent Decree	Design	UPDATE - Design work continues, as City staff works on property acquisition. The USACE and NPS have authorized permits for additional field work to continue.	RLS	5/31/2020
2017	2-17-FPM	Flood Control Encroachment removal Project	The City as the Local Sponsor of the Flood Control Project is expected to maintain the easements along the Flood Control Project, however the area along Willis Creek and other areas were never given any comments until the Corps of Engineers standards changed. Completion of this project is necessary to allow the City to get a Satisfactory rating on its annual Flood Control Inspections.	Planning	NO CHANGE - This project has been delayed because of other work, but must be done. A tree removal project has been bid out and a contractor selected to do the work of removing trees in the encroachment area.	RLS	7/11/2018
2017	3-17-M	Route 51 Bridge 12" Waterline Replacement	Replace water line on bridge as part of SHA Bridge Deck Project	Construction	NO CHANGE - The contract for the bridge replacement has been awarded but the water line is not expected to be replaced until FY21 due to construction phasing.	RLS	5/15/2019
2017	18-17-M	Maryland Avenue Development	This is not an Engineering Project, but included here to cover future department work with the development.	Design	NO CHANGE - The department is supporting Cumberland Gateway LLC with historical records and will review stormwater design in the future.	RLS	5/15/2019
2017	28-17-UTIL	VOID See 19-15-M	VOID				
2017	30-17-WWTP	40 CFR 441 Compliance - Dental Dischargers	Collection of 1-time compliance reports from dental offices that remove amalgam.	Planning	NO CHANGE Twenty (21) dental offices have returned their 1-time compliance report to date. Dental offices have until July 2020 to comply with this new Federal regulation. Four dental offices have yet to report. Due date to comply is July 14, 2020.	RJK	6/2/2020

City of Cumberland, Maryland Engineering Division - Monthly Report

Capital Projects					May 31, 2020		
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2017	31-17-W	Decatur Street 24" Crosstown Water Main Replacement	Prior to designing the water main replacement a more detailed Water Model analysis of the City's system will be done to make sure the issues are being properly addressed. Design will follow.	Design	UPDATE The project drawings have been submitted to MDE for review. An additional grant application through EDA has been submitted.	RLS	5/31/2020
2018	08-18-BR	Cumberland Street Bridge Replacement	This project will replace the bridge structure.	Design	NO CHANGE - EBA continues to work on the preliminary engineering on this project, with on site activities ramping up. Work will continue throughout FY20/21	RLS	10/9/2019
2018	09-18-BR	Baltimore Street Bridge Replacement	This project will replace the bridge structure.	Design	NO CHANGE - Project has been approved to begin Final Engineering. Expecting the project to be bid in March 2021.	RLS	4/29/2020
2018	19-18-M	ADA improvements at 218 Washington Street	Construct an ADA compliant parking space in the 200 block of Washington Street, and reset the brick sidewalk adjacent to parking area.	Construction Bidding	UPDATE - The project is currently out to bid. The bid opening is scheduled for June 8th. The documents have been submitted to the Cumb. HPC, and the project is on their agenda for June 10th. Julie will be attending this meeting as project representative. It is anticipated that the recommendation to award will be on the M&CC meeting agenda for June 16th.	JAT	5/27/2020
2018	22-18-M	Solid Waste and Recycling Collection	Contract documents for the FY20 garbage and recycling collection bid process	Planning	NO CHANGE New schedule in effect! City conducting outreach to get collection/recycling details to public. Times News invited City to do a monthly article on recycling. Staff working on starting this effort in June 2020! A resident/subscriber contacted me and the paper on Earth Day 2020 and made this possible!	RJK	6/2/2020
2018	23-18-WWTP	FY 2019 MDE Energy Grant Optimization of the Aeration System at the WRF	Application through MDE for energy grants for WWTP or WFPs	Construction	UPDATE All new blowers and associated equipment/instrumentation are installed and functional. Final startup has been postponed due to COVID-19. Awaiting social distancing requirements to reduce.	MDI	4/29/2020
2018	24-18-M	Cumberland Street Retaining Wall	This project includes the installation of a retaining wall and the replace of the closed portion of sidewalk along Cumberland Street at Market Street. Also included is the installation of ADA compliant curb/sidewalk ramps.	Construction Closeout	UPDATE The project is complete. When we confirm that final paymane has been received the project will be removed from the list.	JRD	5/27/2020
2018	25-18-BR	SHA Project: Replacement of MD 51 Bridge Deck	Replace the water line under the industrial blvd bridge under a MDOT bridge rehabilitation project	Construction	Refer to project 3-17-W	RLS	10/11/2018
2018	26-18-M	Ridgeley Levee System Certification					
2018	28-18-W	Smouses Mill Pumping Station Upgrades	Replace existing pumps and VFD's, install a back-up generator, remove hydro-pneumatic tanks	Construction	NO CHANGE - All pumping station upgrades are substantially complete at this time. Still working on punchlist items: correcting instrumentation issues and installing a battery backup.	MDI	3/30/2020
2018	30-18-SWMM	WMHS Crisis Resource Center	Project involving SWMM review. Replaces an existing building with a new facility.	Design	NO CHANGE - Pre-construction meeting was held on 9/23. Belt has removed existing structure and will be working on this project for next 6 months. City only assisting with SWMM.	MDI	11/4/2019

City of Cumberland, Maryland Engineering Division - Monthly Report

Capital Projects					May 31, 2020		
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2018	31-18-WFP	Pine Ridge Water & PUC Rate Issues	Project involves determining a path forward regarding the supplying of PA residents with water	N/A	NO CHANGE - City staff continues to work through issues with PA regulators about water issues	RLS	1/28/2020
2018	32-18-FPM	Rehabilitation Assistance for Flood Damages to Flood Risk Management Projects	Request USACE to make repairs or provide funding to address flood control issues	Planning	NO CHANGE - The USACE has denied financial support due to the flood control being in an unacceptable condition. The City is looking to enter the SWIF program to receive aid to get financial support for construction.	RLS	10/12/2018
2018	33-18-RE	Constitution Park Marble Courts	Installation of marble courts, adjoining pavilion, and upgrades to nearby comfort station in Constitution Park	Construction	UPDATE - Dotson's is still in the process of sending the necessary submittals and paperwork, but they have hired additional help to assist with this and the various COVID-19 related delays. They are still working on ordering material and anticipate that the project will take two weeks to complete once they have everything they need.	JAT	5/27/2020
2018	37-18-SWM	Columbia Gas Line - Walnut Street	This project will replace the bridge structure.	Planning	NO CHANGE - The bridge has been opened for one lane of traffic. The bridge will be replaced in the future.	RLS	2/26/2020
2018	43-18-BR	Fayette Street Bridge Replacement	This project will replace the bridge structure.	Planning	NO CHANGE - Studies have been returned and subject to CSX negotiations.	RLS	8/5/2019
2018	44-18-BR	Washington Street Bridge Replacement	Remove two structures and retaining walls at 6, 8 and 10 Virginia Ave.	Construction Bidding	NO CHANGE - The grading plan has been approved by ASCD and the project has been turned over to Code Enforcement for demolition	RLS	8/5/2019
2019	5-19-M	Virginia Ave Lot Demolition	Perform a study to evaluate the potential to replace current filter building with a new membrane/GAC building in the future. The City is required to perform a pilot study to validate the technology we are proposing to use.	Study	NO CHANGE - The permit to perform the study has been submitted to PADEP. Awaiting approval before starting the study.	RLS	8/5/2019
2019	7-19-WFP	Filter Building Pilot Study					
2019	8-19-WFP	New Inlet Screens for Gate House		Design	UPDATE - Maverick Construction has been awarded this project. Approved by M&CC on 4/21. The contractor is currently preparing a procurement schedule to determine project timeline requirements.	MDI	4/29/2020
2019	10-19-M	Residential Grass Mowing	Contract for mowing the residential properties within the City Limits which include blighted properties and recent demos.	Construction	NO CHANGE- Contract underway	KAR	1/28/2020
2019	11-19-M	Non Residential Grass Mowing	Contract for mowing the Commercial and Public Owned Properties within the City Limits. To include water tanks, City Hall, Public Safety and several others.	Construction	NO CHANGE-Contract Underway	KAR	1/28/2020
2019	13-19-M	Center City Parking Garage Improvements	Various improvements to the Center City Parking Garage including ADA improvements, wayfinding and signage upgrades, and painting	Construction	NO CHANGE -Kiosks and Gate system are installed and functioning. New system will not be put into service until new cameras are installed. Artwork has been installed.	JAT	3/19/2020
2019	14-19-M	WWTP RMP Compliance Services	RMP Compliance for OSHA 29 CFR 1910	Planning	NO CHANGE RMP program updated to comply with OSHA 29 CFR 1910 for chlorine and sulfur dioxide storage on site. RMP review to take place 2/3/2020.	RJK	6/2/2020
2019	24-19-M	Fall Tree Removal Project	Project to remove various hazardous street trees throughout the City.	Construction	NO CHANGE- This project was awarded to Kiddy Contracting and is underway.	KAR	1/28/2020

City of Cumberland, Maryland

Engineering Division - Monthly Report

Capital Projects			Phase	Comments	Updated By	May 31, 2020	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2019	26-19-FPM	Repointing Viaduct, Ridgeley and Mill Race Pump Stations	Project to repair mortar joints in the Flood Control Pump Stations	Construction Bidding	UPDATE - Construction to begin on 6/1	RLS	5/31/2020
2019	27-19-M	Bellevue Street Sidewalk Upgrades	Removal and installation of new concrete sidewalks from Baltimore Ave to Fulton St. This will include the installation of ADA Accessible ramps.	Construction	UPDATE- Excavating Associates completed phase 1 of this project on week of 3/16/20. Due to budget under run on Cumberland St Retaining Wall project, there is enough CDBG funding to repair retaining wall in this area (phase 2). Awaiting transfer of funds to be approved.	MDI	4/29/2020
2019	32-19-M	Brownfields Application 2019	Information Regarding Brownfields and potential projects within the city.	Study	UPDATE-Staff attended Brownfields Boot-Camp held by MDP 9/24	MEA	9/30/2019
2019	35-19-WWTP	Denite Filters Mudwell Mixing System	This project will evaluate and design a system for the mudwell tanks at the ENR to maintain solid suspense, prior to pumping the filtrate back to the head of the treatment plant.	Design	NO CHANGE- GD&F is working on final design specs and drawings for this project (construction to be completed in-house)	MDI	3/30/2020
2019	36-19-WWTP	Blower Building Switchgear Replacement	Blower replaced the existing Blower Building Switchgear to reduce the 4160V down to 480V to improve the safety of the building and to adequately protect our equipment.	Design	UPDATE- Finalizing engineering phase RFP. Project is budgeted. Will be advertising in very near future.	MDI	4/29/2020
2019	38-19-BR	Koon Dam Sidewalk Repairs Phase 3	Third phase of repairs, following 28-18-BR and 17-18-BR. Elevated sidewalk slabs need to be replaced.	Construction	UPDATE- Project was postponed due to COVID-19, but is scheduled to begin on 5/4/2020.	MDI	4/29/2020
2020	2-20-M	Frederick St Parking Garage Repairs	Repairing a spalled section of slab on grade in Frederick St parking garage, as well as looking into sealing all concrete driving surfaces	Planning	NO CHANGE- Researching proper repair systems for spalled concrete in parking garages. Working with Street Dept. to determine if city forces can make repairs.	MDI	1/24/2020
2020	3-20-UTIL	Combined Chemical Bid	Chemicals bid for City/County/Ridgely	N/A	NO CHANGE- Chemical bids were awarded to lowbidders on April 21 by the M&CC. Staff is working to get contracts and purchasing in order.	RJK	6/2/2020
2020	5-20-M	Installation of Traffic Pole Intersection of Mechanic & Harrison Street	Repair traffic pole that was hit by tractor trailer on 12/31/19.	Construction	NO CHANGE - The traffic pole foundation has been replaced, awaiting the pole to be delivered. The traffic pole is a custom order so the pole will not ship until July/August.	RLS	4/29/2020
2020	6-20-S	Sanitary Sewer Lining Assessment	Performing a cost assessment on relining (CIPP) all sanitary sewer lines within city.	Planning	NO CHANGE - Based on list of "high risk" lines provided by sewer dept, have developed a preliminary cost estimate. Awaiting updated list from most recent cleaning and cameraing prior to moving forward with project.	MDI	3/30/2020
2020	9-20-M	Constitution Park Fill Disposal	Assessing potential clean fill dump sites for Public Works	Planning	UPDATE - Preliminary grading plan has been developed for site behind Long Field. Awaiting contact from Verizon rep to review the grading plan and determine if fill can be placed against their utility poles in this area.	MDI	4/29/2020
2020	10-20-M	2020 EDWC Watershed Timber Sale	This project will hold a timber sale at the EC watershed as part of our watershed management plan	Planning	NO UPDATE - The contact documents are being generated for the project to be bid in June.	RLS	3/30/2020
2020	11-20-WFP	Koon Dam Repairs	Concrete repairs to the dam structure (spillway and downstream face) per the annual dam inspection recommendations.				

City of Cumberland, Maryland Engineering Division - Monthly Report

Capital Projects					May 31, 2020		
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2020	12-20-RE	Long Field Upgrades - Phase 1	Improvements to Long Field Concession and Restroom area. Upgrades include electrical improvements.				
2020	13-20-WWTP	CSO Nine Minimum Controls Annual Review	A requirement of our LTCP and NPDES Report to look at these controls annually		UPDATE - The 2019 NMC report was complete May 2020. All reports are on file with the NPDES Permit in Engineering	RJK	6/2/2020
2020	14-20-M	Carver Building Repairs	Project to repair damage to the Carver Building				
2020	15-20-P	South Street Pavement Repairs	Paving the length of South Street while also making ADA and sidewalk improvements	Design	UPDATE - The project is currently in design. We will work with Marty on the approximate location of the new waterline to put it in the plans for the paving and sidewalk work.	JAT	5/27/2020
2020	16-20-M	Queen City Drive ADA Improvements	Project will include upgrading sidewalk for ADA compliance along Queen City Drive at corners of Bedford and Frederick Streets, below McMullen Bridge.	Design			
2020	17-20-WWTP	CSO Long-Term Control Plan Projects/Schedule Review	Correspondences with MDE regarding the LTCP Projects and the Consent Decree end date: October 1, 2023.	N/A	UPDATE - Letter mailed to MDE as notification that the current CSO projects may be completed after the Oct 1, 2023 date. A meeting with MDE is being planned.	RJK	6/2/2020
2020	18-20-WWTP	Potomac Farms Dairy Prohibited Discharge Violation	The discharge is a violation of the City of Cumberland Code Article III, Sewers and Sewage Disposal, Division 4 General Discharge Regulations, section 24-171 Prohibited discharges generally (a)(8) and (b)(4)(b)&(c) and section 24-172 Excessive BOD, suspended solids.	Inspection	UPDATE - Plant recovered from slug load of heavy cream discharged on May 21. Cost of treatment for that event being calculated. RJK will conduct a site visit on June 3 as a follow-up to the incident. All the information will be reviewed prior to issuing any enforcement.	RJK	6/2/2020

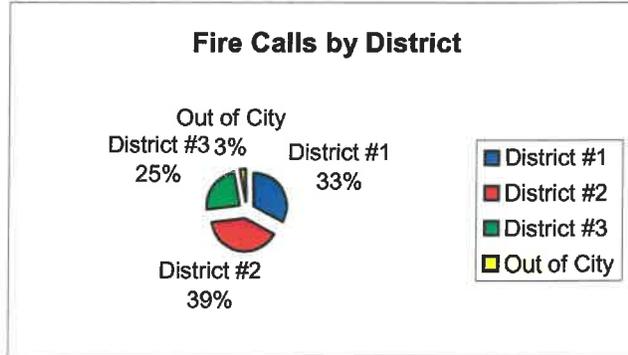
File Attachments for Item:

Report of Fire Department Activity for the month of May, 2020

REPORT OF THE FIRE CHIEF FOR THE MONTH OF MAY, 2020
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 106 Fire Alarms:

Responses by District:	
District #1	35
District #2	42
District #3	26
Out of City	<u>3</u>
	106



Number of Alarms:
 First Alarms Answered: 106

Calls Listed Below:

Property Use:	
Public Assembly	3
Educational	0
Institutional	6
Residential	62
Storage	2
Stores and Offices	3
Manufacturing	1
Industry, Utility	1
Special Properties	26
Undetermined	<u>2</u>
	106

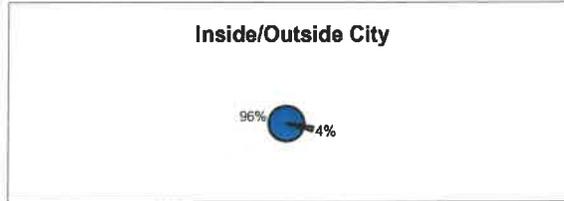
Type of Situation:

Fire or Explosion	4
Overpressure, Rupture	0
Rescue Calls	52
Hazardous Conditions	9
Service Calls	9
Good Intent Calls	21
Special Incident/Complaint	1
False Calls	<u>10</u>
	106

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in May:	\$610.00
Total Fire Service Fees for Fire Called Billed by Medical Claim-Aid Fiscal Year to Date:	\$16,480.00
Fire Service Fees for Fire Calls Paid in May:	\$460.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$5,660.00
Total Fire Service Fees for Fire Calls Paid in Fiscal Year 2020:	\$10,805.00
Fire Service Fees for Inspections and Permits Billed in May:	\$0.00
Fire Service Fees for Inspections and Permits Paid in May:	\$0.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$1,300.00

Cumberland Fire Department Responded to 431 Emergency Medical Calls:

In City Calls	413
Out of City Calls	18
Total	431



Total Ambulance Fees Billed by Medical Claim-Aid in May:	\$74,913.09
Ambulance Fees Billed Fiscal Year to Date:	\$1,425,720.20
Ambulance Fees Paid: Revenue received in May:	\$88,212.21
FY2020 Ambulance Fees Paid in FY2020:	\$897,294.74
All Ambulance Fees Paid in FY2020: (All ambulance fees, current and previous fiscal years, paid in FY2020.)	\$1,056,525.90

Cumberland Fire Department provided 10 Mutual Aid Calls:

9 Mutual aid calls within Allegany County	
1 Mutual aid calls outside of Allegany County	
<u>10</u>	

Bowman's Addition VFD	5
Cresaptown VFD	2
District #16 VFD	1
Flintstone VFD	1
	9
Wiley Ford, WV VFD	1
	10

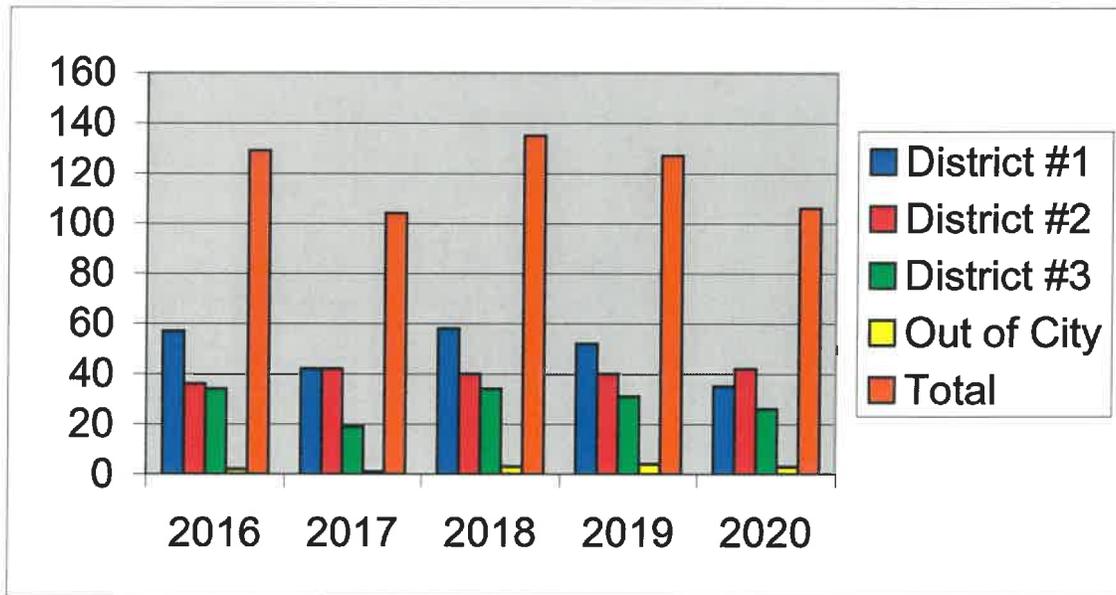
Cumberland Fire Department provided 8 Paramedic Assist Calls:

1 Paramedic assist calls within Allegany County	
7 Paramedic assist calls outside of Allegany County	
<u>8</u>	

Flintstone VFD	1
Fountain, WV VFD	1
Ridgeley, WV VFD	2
Short Gap, WV VFD	2
Wiley Ford, WV VFD	2
	8

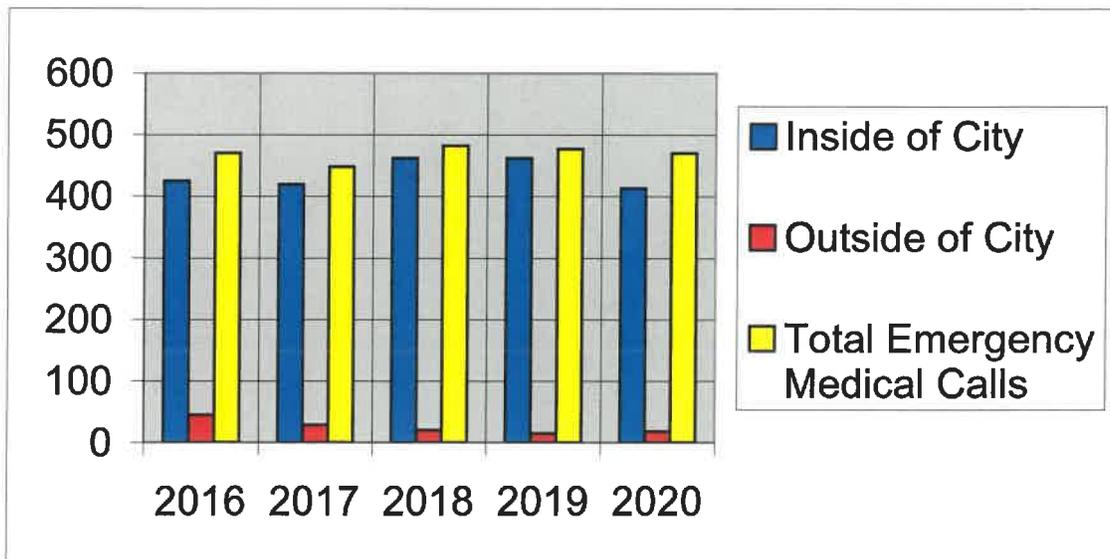
Fire Calls in the Month of May for a Five-Year Period

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
District #1	57	42	58	52	35
District #2	36	42	40	40	42
District #3	34	19	34	31	26
Out of City	<u>2</u>	<u>1</u>	<u>3</u>	<u>4</u>	<u>3</u>
Total	129	104	135	127	106



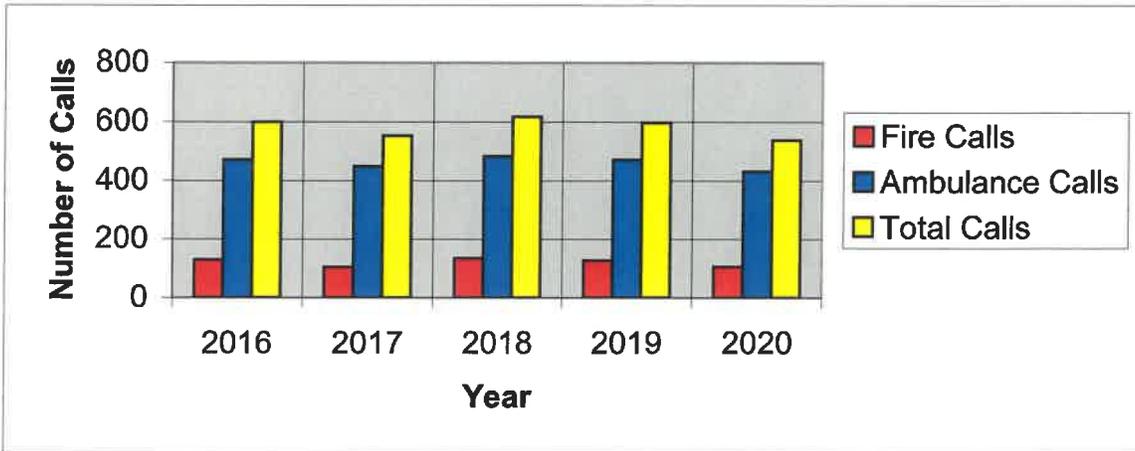
Ambulance Calls in the Month of May for a Five-Year Period

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Inside of City	425	419	462	462	413
Outside of City	<u>45</u>	<u>29</u>	<u>20</u>	<u>15</u>	<u>18</u>
Total Emergency Medical Calls	470	448	482	477	470



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

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Fire Calls	129	104	135	127	106
Ambulance Calls	470	448	482	470	431
Total Calls	599	552	617	597	537



Training

Training Man Hours:	337.5
Safety Issues	8.00
Crew Meetings	22.00
Hose Operations	33.00
Pump Operations	6.00
Aerial Operations	5.00
Apparatus Check Procedures	66.00
SCBA Inspection and Care	5.50
SCBA Testing Procedures	11.00
COVID-19 Protocols	33.00
Cyber Security	1.00
General Driver Training	9.25
Emergency Medical Services	7.50
Cardiovascular System	9.00
BLS Pharmacology	11.00
Strategic and Tactical Operations	11.00
Rehab Policy	11.00
Ladder Training	10.00
Hose Maintenance	20.00
Physical Fitness	13.00
Officer Meeting	4.00
Ropes and Knots	24.75
SCBA Connection Practice	16.50
	<hr/>
	337.50

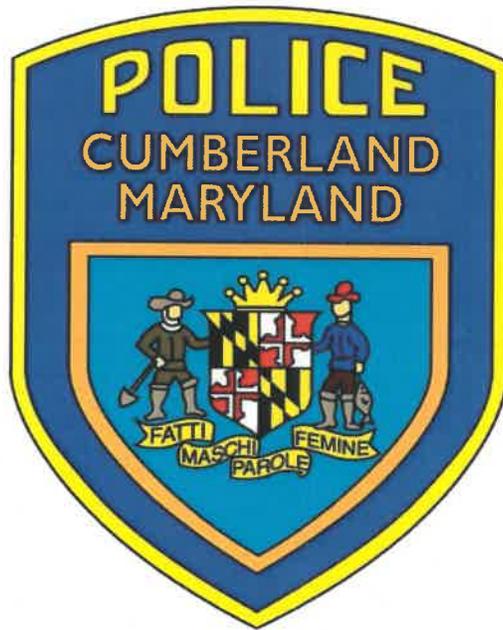
Fire Prevention Bureau

None

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

File Attachments for Item:

Police Department monthly report for May, 2020



City of Cumberland Department of Police

Monthly Report

May 2020



City of Cumberland Department of Police

Monthly Report

May 2020

Part 1 Crimes for the Month

	2019		2020			2019		2020			2019		2020	
Aggravated Assaults	8	7	B & E (All)	25	19	Murder	0	1	Rape	2	0			
Robbery	0	4	Theft - Felony	1	1	Theft - Vehicle	2	3						

Selected Criminal Complaints for the Month

	2019		2020			2019		2020			2019		2020	
Theft - Misdemeanor	27	18	Theft - Petty	30	18	Domestic Assaults	26	28	CDS	62	64			
Disturbances	210	186	DOP/Vandalism	28	56	Indecent Exposure	5	4	Sex Off - Other	1	4			
Suicide	0	0	Suicide - Attmpt.	0	2	Tampering M/V	0	0	Abuse - Child	3	3			
Trespassing	19	21	Assault on Police	4	4	Assault Other	35	26						

Selected Miscellaneous Incidents for the Month

	2019		2020			2019		2020			2019		2020	
Alcohol Volitions	8	5	Juvenile Compl.	19	25	Missing Persons	1	12	School Resource	115	101			
School Threat	2	0	Sex Off. Regist.	11	11	Truancy	17	0	Death Investigation	7	4			

Selected Traffic Incidents for the Month

	2019		2020			2019		2020			2019		2020	
DWI	15	3	Hit & Run	19	12	M/V Crash	72	46	Traffic Stop	523	117			

Selected Service Calls for the Month

	2019		2020			2019		2020			2019		2020	
Alarms	46	43	Assist Motorist	40	26	Check Well-Being	118	113	Foot Patrol	81	52			
Assist Other Agency	61	59	Bike Patrol	7	15	Special Events	16	3	Suspicious Activity	74	88			

Arrests Totals for the Month

	2019		2020			2019		2020			2019		2020	
M/V Citations	99	26	M/V Warnings	427	97	Adult arrests	180	107	Juvenile arrests	40	20			

Total Incidents Reported : **2019 2020**
2,715 2,710


Capt Chuck Ternent
Interim Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

MAY 2020

SWORN PERSONNEL: 47 SWORN OFFICERS

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

CIVILIAN EMPLOYEES: 6 full time, 6 part time

CPD Office Associate	1 full time
CPD Records Clerk	1 full time
Safe Streets Coordinator	1 full time*
CPD Patrol Assistant	1 full time
CPD Crime Analyst	1 full time*
CPD Maintenance	1 part time
C3IN Office Associate	1 part time**
MPA Supervisor	1 part time
Parking Meter Supervisor	1 full time
Code Enforcement	3 part time

* = Grant funded

** = Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 963 HOURS
COMP TIME USED: 327 HOURS
SICK TIME USED: 44 HOURS

YEAR TO DATE (beginning 7/1/19): 8768 HOURS
YEAR TO DATE (beginning 7/1/19): 2715 HOURS
YEAR TO DATE (beginning 7/1/19): 1840 HOURS

OVERTIME REPORT

OVERTIME WORKED: 96 HOURS
HOSPITAL SECURITY: 120 HOURS
COURT TIME WORKED: 9 HOURS

YEAR TO DATE (beginning 7/1/19): 2171 HOURS
YEAR TO DATE (beginning 7/1/19): 1494 HOURS
YEAR TO DATE (beginning 7/1/19): 2041 HOURS

File Attachments for Item:

Utilities Division / Water Department monthly report for May, 2020

Utilities Division Activity Report for May 20 WATER

REQUEST	W/E 5/8/20	W/E 5/15/20	W/E 5/22/20	W/E 5/31/20	MONTHLY TOTALS
Service Technicians					
NON READS/Go backs	7	18	19	26	70
FINAL READS/TURN ONS/SHUT OFFS & DEMOS		2	2	2	6
LEAK INVESTIGATIONS/turn off-on	6	4	2	5	17
METER/STOP INVESTIGATIONS	11	7	7	1	26
REPAIR WIRING/GET READING		1			1
ORANGE TAG FOR REPAIRS	1	1	3	5	10
RED/PINK TAG FOR SHUT OFF					0
TURN WATER ON	7	3	8	7	25
TURN WATER OFF	1				1
NONPMT/BAD CK/AGREE SHUT OFFS					0
SHUT OFF RECHECKS					0
REPLACE/REPAIR METER/LID/VALVE					0
DIRTY WATER/ODOR					0
SVC SEPARATIONS/INVESTIGATIONS				1	1
INSTALL COUPLERS/PLUGS/LOCK	1	1			2
NEW METER	9	3	5	3	20
METER FIELD TESTS-Residential	4	2	1	1	8
METER TESTS - Industrial					0
Ind - Register/Chamber Chg Out	1				1
Industrial - Chamber Cleaning					0
Industrial - Strainer Cleaning					0
HYDRANTS FLUSHED	35			71	106
PRESSURE CHECK/NO WATER/DIRY WATER					0
MOVE METERS OUTSIDE/READINGS		2	3	15	20
SP Change Outs/Repairs/Reactivates/Move	8	4	7	18	37
Replace/Reattach smartpoint antenna					0
INSULATE METER BOXES					0
FREEZE UPS/METERS & LINES					0
CCP - BACKFLOW/RETRO					0
HYDRANT/IRRIGATION METER					0
Total					351
Pipe Technicians					
LINE LOCATOR	59	135	55	124	373
TAPS SERVICED	1	2	13	3	19
LEAKS REPAIRED	1				1
HELPED 379 RAISE BOX - WHITETAIL LN	3				
WENT OVER MAPS/VALVES W/ EVAN & LOUIE	3				
REPLACED HYD - RIDGEWAY @ GLENN/HEND	4				
PAINTED NUMBERS ON HYD (SEVERAL DAYS)	3				
CHECKED OLD BOX FOR SHAFFER CONST	3				
ASSIST 330 W/ LINES/SHUT OFFS 12-14 LIB ST	3				
REPLACED HYD - INDEPENDENCE ST	3				
REPLACED HYD HENDERSON @ GLENN	4				
ASSISTED 379 WITH CULVERT PIPE/BASKETS	4				
REPLACED HYD - COLUMBIA @ KNOX		3			
REPLACED 4" VALVE - BOND @ KNOX		3			
MOVED METER BOX - 429 BEALL		3			
ADJUSTED MONITOR BX - ANIMAL SHELTER		3			
HAULED MATERIAL TO DAM FOR CULVERT	4				
REPLACED HYD - 4TH @ BLACKISTON		3			
ASSISTED 379 WITH GATE @ DAM		3			
ASSISTED 330 WITH MAIN-HARRISON/GEORGE		3			
REPLACED HYD -OLDTOWN @ MAPLE			3		
SAW CUT FOR 5/26 JOB			3		
TOPSOILED HYDRANT JOBS				3	
LOWERED BOX - 320 GREENE ST				3	
RAISED BOX - TROST @ HOLLAND			3		
MOVED METER LOCATION - 208 FAIRFAX			3		
ASSISTING @ DAM WITH FIRE TRAILS				2	
CLEANED TRUCKS/TOOLS/WAREHOUSE				3	

Watershed

Performed maintenance on saws (several times)
 Cut tree from road @ dam
 Raised meter box - Whitetail Ln
 Put together stone baskets for culvert ditch
 Cut trees and brush off water line between High Ln & Luteman Rd
 Line locate - Mason Rd
Moved equipment
 Worked on 4'x40' culvert pipe @ dam
 Dug out old pipe and put in new plastic pipe
 Put stone baskets at culvert pipe (several days)
 Backfilled culvert pipe & seeded at dam
 Picked up materials to install gate
 Cut trees & brush from AES line
 Fixed leak on air valve on AES line
 Put in 18' gate at dam
 Set 4 - 2x3x4' concrete blocks around gate
 Performed maintenance on excavator
 Painted new gate
 Line locate - Lake Gordon Rd
 Line investigation with PA
 Worked on fire trail roads - cut trees and brush (several days)
 Performed maintenance on backhoe
 Performed maintenance on bull dozer
 Burned brush & wood
 Leak investigation - 11711 Lilac Ln
 Washed mule & truck

Projects

Projects -					0
GRAND TOTAL					822

File Attachments for Item:

Approval of the Work Session Minutes of May 12, 2020, and the Budget Work Session and Regular Session Minutes of May 19, 2020

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, May 12, 2020
4:30 p.m.

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

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk; Paul Kelly, Executive Director CEDC; Matt Miller, Economic Development Specialist; Sandi Saville, DDC

I. 400 NORTH MECHANIC STREET

Paul Kelly advised that he met with the CEDC Board this afternoon and asked them to consider if they wanted the CEDC to be property manager for the property, and all that entails. They voted, and Mr. Kelly said that they have elected not to enter into a lease or sub-lease, and does not want the CEDC to act in a property management capacity, saying it's not consistent with what they want the CEDC to do, and it would detract too much from Mr. Kelly's and Mr. Miller's time.

Mayor Morriss stated that if the prospective tenant is still interested to have them get in contact with Mr. Rhodes, and if they can work out a lease with them directly, the City will consider doing that. Councilwoman Marchini inquired if the business was still interested, and Mr. Miller replied yes, that they were interested in moving forward if terms are similar, and stated that they are working out of their home right now due to the pandemic. Mr. Rhodes indicated that he will follow up with them.

II. COVID-19 UPDATES

Mr. Kelly advised that the Cumberland Covid-19 Small Business Loan program went live on Friday, May 8, 2020, and was advertised on various media. He stated that only about 8 applications were received, with one of them not being eligible. He said he was shocked at the low response, and said that he and Mr. Miller were going to look into it, and advised he would go back and visit area businesses and ask why the disinterest.

Mayor Morriss stated that people are aware the County will be reopening their grant program, and he thinks businesses are looking for grants rather than loans. He said that maybe once the County is out of money we will see an increase in interest. Mr. Kelly advised that there is no deadline for the City loan – it's there essentially until the money runs out.

Allegany County Loan Program

Mr. Kelly provided an update on the County's loan program, advising that the County would be receiving \$12.3M, which will flow through the Health Department, and is meant for health-related expenses on a reimbursement basis. He stated that the money would come in two bundles of approximately \$6.1M each. Mr. Kelly stated that the first bundle was earmarked for the Health Department, and then provided information on how the second bundle of money would be utilized by the County, which would include micro-grants, small business relief, and rebates for hotel/motel tax payments. He also touched on two programs the County has down the road. He encouraged all to be aware that those moneys are available from the County.

Mr. Rhodes stated that they were encouraged to submit reimbursement figures related to the Coronavirus and that it's been completed. Mayor Morriss stated that the City figured out what the hazard pay would be as well as PPE expenses and said the grant will supplement costs such as that. Mr. Rhodes advised that they were also looking at a number of different funding sources to support Covid-19 costs.

There was discussion on the City's loan program, and if it should be revisited and changed into a grant, and details on the applications the CEDC received. Mr. Miller advised that he thought all but one of the businesses had less than 15 employees, and stated that most were bars, restaurants and hair salons. Mr. Kelly advised that they will see what they have at the end of the week, and then touch base with Mr. Rhodes and Mr. Tressler to see how to proceed.

Re-open Cumberland Program

Mr. Kelly advised that a group of folks - the Downtown Development Commission, the Downtown Cumberland Business Association, McClarran & Williams, tourism, etc. - are working together to assess what Governor Hogan's phased-in approach to re-opening will mean. He stated that there are no specific dates yet, but the minute they get dates they want to have a coordinated effort to disseminate information. He said most importantly is marketing the locals, and that opening up is being done in a safe way. He said a key takeaway from this information today is that it's well underway, it involves stakeholders, and it needs a coordinated process.

Mayor Morriss stated it's a good start on creating a strategic plan on re-opening, and having everything ready. He advised that initially this is for the citizens of Cumberland, and can grow out as time goes on. Mr. Kelly stated that Chief Ternent is also involved, particularly with the Farmer's Market. The Mayor said that although there weren't a lot of folks out, it was well managed and everyone was compliant with masks and social distancing. Ms. Saville said that she and Chief Ternent worked together to make sure the Farmer's Market worked well, and it went very smoothly.

Jeff advised that a question came in from Greg Larry at the Times-News: How can people and stakeholders provide input on the re-opening plan? Mr. Kelly responded that they can reach out to any member of the informal group he mentioned earlier, stating that there will be a more formal process eventually.

III STATUS UPDATE: MAIN ST. MANAGER/DDC EXECUTIVE DIRECTOR

Mr. Kelly advised that they all need to get on the same page on whether or not a new person will be hired for the existing position of DDC Executive Director/Main Street Manager. He said it's important to do it sooner rather than later, as it needs to be a full time position, particularly with the Covid-19 pandemic and Ms. Saville has only been filling in part-time. Mr. Kelly stated that they should have a person spearheading the informal group he spoke of, working with businesses, and helping them get through the different phases of re-opening. He stated that if the Mayor and Council want that person to be assigned to the CEDC, his board approves that unanimously.

Mayor Morriss said we all see a need to have a downtown manager, and sooner rather than later. He stated they will need to talk about whether the person would be a part of the CEDC, but regardless, they need to get someone in position. He added that the Baltimore Street construction project makes it even more critical to have communication with businesses.

Ms. Saville discussed the various issues concerning having enough funding for the position, having the position in the CEDC with Mr. Kelly as supervisor, and said it's not realistic to have the position in the bottom of City Hall, as just one person, trying to do a wide variety of things going forward. She added the position is way more involved than before, and needs to be collaborative, working with Mr. Kelly and Mr. Miller.

Mayor Morriss said everyone has to understand that the position always has to be here – helping coordinate businesses with the CEDC, tourism, etc., and on different levels. He added that whether it's a City or CEDC position, it needs to be filled and operational all the time, and said it should be active for the long term. The Mayor said we need to concentrate on what's in position today, and not worry about what's in position next year. He said he sees the position continuing whether it's a part of the CEDC, DDC, or the City, and said side discussions about consolidation are irrelevant right now. The Mayor added that it needs to be acknowledged that this position will not go away in the foreseeable future.

There was discussion on the DDC's budget, and whether or not the special tax will be eliminated. Ms. Saville said there is money in the DDC's budget for next year, but after that it depends on whether the special tax goes away. In answer to a question about there being a rush to make a decision on the special tax, Mayor Morriss stated that they were looking at it, but everything had been put on the back burner until they can figure out what the real revenue flow is. He said he wants to keep it on the table, but off to the side.

Mr. Kelly thought there seemed to be a consensus that there needs to be a high-qualified, sophisticated person downtown, that they will be a City employee, and stated that who they will report to as the main boss is clearly the DDC. He added that there may be tweaking or changing of the position down the road and the applicant needs to be apprised of that.

Mayor Morriss thought there seemed to be a consensus on getting someone hired. Mr. Rhodes agreed, but said he didn't want to lose track of the big picture. He said there's a lot of moving parts – tax rate, everyone's responsibilities, maintenance responsibilities, who reports to who, etc. He said

time needs to be spent looking at that and the direction they want to move, but agreed we need to start. Mr. Rhodes said the vacancy should be advertised, but said we need to continue to look at the big picture for downtown, and what we really want, so we don't sell ourselves short.

Mayor Morriss advised Ms. Saville to take a look at the job description and salary range, and get with the DDC Board to see if we can't get something rolling. Mr. Rhodes advised that the City's first step with these kinds of jobs is going back and making sure the job description is updated and offered help if the DDC needs it.

IV. STATUS UPDATE: ECONOMIC DEVELOPMENT CONSOLIDATION

Mr. Kelly provided a background on the negotiations of the consolidation of the CEDC & County, which he stated lasted 2-3 months, and advised that the M.O.U. was signed in January 2020, with a deadline of April 1, 2020, extended by the City and the CEDC to June 1, 2020. Mr. Kelly stated that at that time they were consolidated, but when the County tabled the issue, the M.O.U. terminated, and they were no longer consolidated. He advised that the County provided the CEDC with another M.O.U. that was passed the third week of April 2020. He said that after consideration, the CEDC Board met today to formally vote to reject it, with Mayor Morriss abstaining. Mr. Kelly advised that the board thought that what the County proposed was moving away from a partnership and moving toward a County-controlled entity that would have a diminished private sector and City voice, so they voted to reject it, and there is no consolidation at this time.

There was discussion about the CEDC Board's decision, with Mayor Morriss saying he was disappointed, and thinks consolidation is still in the best interest of everyone. He said with all that's going on right now with the pandemic, we can take a step back, look at it down the road and figure out a path forward. He added that the City still has their relationship with the CEDC, and now they can get re-focused on City projects and assist the County when necessary. Councilwoman Marchini stated that she was not disappointed that the Board didn't pass this particular M.O.U., because the structure of it changed from what was initially agreed upon. She added that she thinks this is best right now, as it wasn't the best model for the community. She applauded Mr. Kelly and Mr. Miller for what they've done so far. Councilman Cioni said he was disappointed, but optimistic that something can be worked out.

There was discussion on CEDC projects, and Mr. Kelly said the board is in favor of consolidation, as long as it's done the correct way. Mr. Miller said there's no cookie-cutter approach – no perfect way – but one thing that's common is a more regional approach.

V. CLOSE MEETING FOR EXECUTIVE SESSION

On a motion made by Councilman Frazier and seconded by Councilman Cioni, Council voted 4-0 to close the session, with Councilman Bernard being absent at time of vote.

VI. ADJOURNMENT

With no further business at hand, the Work Session adjourned at 5:45 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, May 19, 2020
5:30 p.m.

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

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Ken Tressler, Comptroller; Marjorie Woodring, City Clerk

I. PRESENTATION OF UPDATES TO DRAFT FY2021 ANNUAL BUDGET

Mr. Tressler provided a PowerPoint presentation, and once again advised that a copy could be accessed on the City's website. He said this will hopefully be the final budget work session, the budget is balanced. He advised on the timeline, saying that after this meeting at the regular session there will be a Public Hearing on the tax rate – which is the same as it has been – and said the first reading of the budget will be on June 2, 2020, and budget adoption will be on June 16, 2020. Mr. Tressler said for this meeting he will just be covering any changes from the last presentation, and said the Covid-19 uncertainty is the theme of the budget.

I. FY2021 BUDGET HIGHLIGHTS

- New: Potential for new Federal stimulus package for State and Local governments. (No stimulus replacement is included in this budget.)

II. FY2021 CHANGES FROM INITIAL PRESENTATION

- Lowered property rehabilitation funds from \$100K to \$30K for trial program (\$10K max per property)
- Lowered the nuisance abatement from \$300K to \$200K
- Added a discretionary Sewer Fund transfer of \$50K (will monitor Covid-19 scenarios and may not need this)
- Baltimore Street Access Project start date is being delayed from October 2020 to April 2021 (based on where we are on Engineering and approval process)

III. COVID-19 CONCERNS

- FY20 – Expect \$400K reduction in this year's revenue; expect slight unassigned surplus in this year's operation

- FY21 – Could see \$800K-plus reduction. May not happen: at this point going with best guess we can

IV. ASSESSABLE TAX BASE

- Up 1.2% - if we wanted to keep revenue neutral, tax rate would be lowered
- Hearing at this evening's Mayor and Council Public Meeting – revenue increase for the City of approximately \$116K

IV. FY21 PERSONNEL COSTS

- Allowance for 5 vacancies in the budget.

V. STAFFING LEVELS – FULL-TIME & ELECTED (NEW SLIDE)

- Shows history in City's staffing levels, by department
- 252 full-time employees (including Mayor and Council)
- Reduced by 2 this year – 1 WTP position; 1 police grant employee

VI. STAFFING LEVELS – PART-TIME AND SEASONAL (NEW SLIDE)

- Minimum wage increase January 1, 2021
- Reduced revenue – recreational activities; MPA – reduced staff by 50% in those areas

VII. HEALTH INSURANCE COSTS

- Pleased with rate increase of only 4.6%

VIII. FY2021 CAPITAL EQUIPMENT REQUESTS

- No change from last presentation – total of \$773K in Capital Equipment requests
- Over \$300K from previous year debt issues will be used to cover part of these requests

IX. CAPITAL EXPENDITURES – ONGOING PROJECTS

Mr. Tressler advised that the timing of the expenditures had changed a little, but the significant detail is the amount of grants compared to the amount of new debt the City will need to incur.

X. CAPITAL EXPENDITURES – WATER FUND

Mr. Tressler advised that there are no changes from last presentation, with Decatur Street Waterline being the biggest project, and added that about 2/3 of that project is funded through grants.

XI. CAPITAL EXPENDITURES – SEWER FUND

Mr. Tressler advised that the 78" Mill Race Pipeline is getting started, and Evitts Creek Phase 3 is now moving ahead.

IX. CITY-WIDE & ANNUAL DEBT SERVICE REQUIREMENTS

Mr. Tressler advised that there are no changes from last presentation, but said that even though the Baltimore Street project is delayed, he's still suggesting taking on debt this fall through the CDA program.

Mr. Tressler stated that the Annual Debt Service is going down and is manageable.

X. PROPRIETARY FUNDS FY21 BUDGET

- Biggest change is added \$50K transfer from Sewer fund to General Fund
- Proprietary funds are generating cash and have significant cash balance
- Water fund in FY19 recommended series of 3 annual 5% water rate raises – this year will be last one
- Getting bid out for timber sale
- Sewer fund is very profitable
- Trash fund – slight negative, but manageable
- MPA requires General Fund assistance – revenue reductions and personnel cuts due to Covid-19

XI. GOVERNMENTAL FUNDS FY21 BUDGET

Mr. Tressler advised there is a slight surplus of less than \$2K, adding that is considered a balanced budget when there's \$21M in expenditures. He stated that the DDC is negative \$79K, but showing that they will use balance of this cash surplus in FY21. He added that the DDC has paid over \$50K and will pay an additional \$50K to assist with the Baltimore Street Access Project for Cochran design.

Mr. Tressler reviewed the Special Projects in the budget, saying the Carver Center has a \$100K grant with a \$100K City match, and added that the others are fully funded by grants. Mr. Tressler advised that the City has already expended a significant portion of its match for the Allegany County Community Enhancement Projects.

XII. GENERAL FUND – FY20-21 REVENUE BUDGET (NEW)

Mr. Tressler reviewed the new slide that provides a pie chart of revenue sources. He advised that Personal Property and Real Estate taxes provide over 50% of the General Fund revenue. He also reviewed and explained the Intergovernmental revenue.

XIII. GENERAL FUND FY20-21 DEPARTMENT BUDGET

Mr. Tressler advised that there are no changes here, except that the Community Development number is lower because Nuisance Abatement and Project Rehabilitation have been reduced.

XIV. GENERAL FUND – FUND BALANCE

Mr. Tressler advised that with the new adjustments we can expect the unassigned fund balance to grow to \$2.8M by the end of FY21, but said the fund balance indicates it should be at \$5.3M. He added there is a gap, but we are over 50% of our goal, so are slowly getting there. Mayor Morriss said we're moving in the right direction, and noted that raising the unassigned fund balance keeps the interest rate down on our bonds.

XV. KEY POINTS

Mr. Tressler reviewed the Key Points:

- General Fund balanced budget
- Significant reliance on State funding sources; Covid-19 uncertainties
- Tax Rate hearing – current or constant yield
- Water rate – 5% increase
- Capital Expenditure/new debt – minor impact
- Sewer Fund transfer of \$50K
- Closely monitor Covid-19 impacts

Mayor Morriss advised that the water rates were decided on back in FY19, stating that this is the 3rd and last year of that increase. He also reminded all that the taxes are not being raised. Taxes may increase due to assessment value increases.

In response to a question from Councilwoman Marchini, Mr. Tressler explained that the City will invite other community requests for Community Legacy funding due to the delaying of the Baltimore Street Access project, to ensure that the funds can be utilized.

Mr. Kessler discussed further the nuisance abatement, saying he spoke with Mr. Thacker, who thought that \$200K will be enough to get through FY21, as there was an increase in the budget last year. He said it's flexible if more is needed.

Mayor Morriss said flexibility and monitoring is the key. Mr. Tressler said that this year is more critical than ever, and advised that there are a lot of estimates in this budget - but some things we know dead to right - so we have some flexibility.

Mr. Tressler stated that assuming that this budget is ok with Mayor and Council, the ordinances will be prepared for the June 2, 2020 meeting, for their first reading. Mayor and Council seemed to agree.

XVI. ADJOURNMENT

With nothing further, the meeting adjourned at 6:08 p.m.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____



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

MINUTES

M&CC Regular Meeting
Video Conference

DATE: May 19, 2020

I. OPEN SESSION – 6:15 p.m. – Convene in Open Session

II. Pledge of Allegiance

III. Roll Call

PRESENT:

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

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie A. Woodring, City Clerk; Kenneth Tressler, Director of Administrative Services

IV. Statement of Closed Meeting

1. Summary Statement of the Closed Meeting of May 12, 2020

Mayor Morriss announced that a Closed Session had been held on May 12, 2020 at 5:45 p.m. and read into the record a summary of that session, which is attached hereto and made a part of these minutes as required under Section 3-306 (c) (2) of the General Provisions Article of the Annotated Code of Maryland.

V. Director's Reports

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

(A) Administrative Services

Administrative Services monthly report for March, 2020

(B) Public Works

Maintenance Division monthly reports for March & April, 2020

(C) Fire

Fire Department monthly report for April, 2020

(D) Utilities - Flood, Water, Sewer

Utilities Division F/W/S monthly report for April 2020

VI. Approval of Minutes

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

1. Approval of the Work and Regular Session Minutes of April 21, 2020

VII. Public Hearings

1. Constant Yield Public Hearing - to receive comment on the City's intent to not reduce real property tax rates enough to fully offset increasing assessments. The City proposes to keep its current real property tax rate of \$1,0595 per \$100 of assessment. This tax rate is 1.21% higher than the constant yield rate and will generate \$114,154 in additional property tax revenues. To provide public comment during the video conference: <https://us02web.zoom.us/j/85672002454?pwd=R3dRMGRXNEIvNUc3L3VMO DNScHZKdz09> and use Meeting ID (856 7200 2454) Password (804210). To join by phone: (+1 301 715 8592) US; Meeting ID: (856 7200 2454) Password: (804210)

Public Comment may also be made by emailing the City Clerk at margie.woodring@cumberlandmd.gov. All electronic comments must be submitted by 2 PM on May 19, 2020. Comments received will be read by City staff during the public comment portion of the meeting.

The Hearing convened at 6:22 p.m.

Mr. Rhodes provided background on the State of Maryland's requirement that the City notify the public if the City's assessable base goes up, and stated that the City proposes to keep the current real property tax rate. He explained that the tax rate itself is not increasing, but if the value of your property has gone up you may see an increase in your tax bill; alternately, if your value has gone down, you may see a decrease in your tax bill.

Mayor Morriss called for questions or comments. With no one being signed up online, the Hearing adjourned at 6:28 p.m.

VIII. Unfinished Business

(A) Ordinances

1. Ordinance 3861 (*2nd and 3rd readings*) - to enact Article V of Chapter 15 of the City Code (sections 15-80 to 15-90, inclusive) pertaining to parades and special events. This Ordinance was tabled upon its second reading on November 19, 2019, to allow for further modification to the provisions.

Mr. Rhodes reviewed the Ordinance that was tabled in November 2019, and stated that it will modify provisions for parades and special events in the City. Solicitor Cohen added that the Ordinance sets forth a permitting process and sets up uniform standards, procedures, and protocols, and recapture of certain overtime costs for police and fire.

SECOND READING: The Ordinance was presented in title only for its Second Reading. On a motion made by Councilman Frazier and seconded by Councilman Cioni, the Second Reading was passed on a vote of 5-0.

Mayor Morriss called for questions or comments. With no one being signed up online, the Hearing adjourned at 6:28 p.m.

THIRD READING: The Ordinance was presented in title only for its Third Reading and was passed on a vote of 5-0.

IX. New Business

(A) Charter Amendment Resolutions

Charter Amendment Resolution 148 (*1st reading*) - amending Section 73A of the City Charter to empower the City Administrator to declare emergencies in certain events and pass temporary administrative orders necessary for the preservation of the public health, safety and/or welfare, and to empower the Mayor and City Council to pass executive orders in emergencies

Mr. Rhodes reviewed the Resolution that will amend a section of the City Charter to empower the City Administrator to declare emergencies in special events. He added that the current pandemic had brought this to light about how effective the City's measures were to declare emergencies to protect public safety and health to a greater degree. Solicitor Cohen added that this allows for the passage of Orders in the interim period between the emergency and the date that the next meeting can be held.

The Charter Amendment Resolution was presented in title only for its First Reading. Motion to approve the reading and table for two weeks was made by Councilman Cioni, seconded by Councilman Frazier, and was passed on a vote of 5-0.

(A) Ordinances

Ordinance 3865 (*1st reading*)- providing for the closure of two (2) portions of a street known as Park Alley, in the vicinity of Williams Street and Cecelia Street, as requested by Cumberland Gateway Real Estate LLC, and authorizing conveyance of the closed portions to Cumberland Real Estate LLC, as adjoining property owner, with certain easements, reservations and restrictions incorporated into the deed

Mr. Rhodes reviewed the Ordinance which will provide for the closure of two portions of Park Alley, and will authorize conveyance of the closed portions to Cumberland Gateway Real Estate LLC. He explained that this will be closing a little less than ½ of the northern portion of Park Alley between Emily and Cecilia Streets, and the entire length of Park Alley from Cecelia to Williams Streets.

The Ordinance was presented in title only for its First Reading. Motion to approve the First Reading and table until next meeting was made by Councilman Bernard, seconded by Councilman Cioni, and was passed on a vote of 5-0.

(B) Orders (Consent Agenda)

Mr. Rhodes reviewed each item on the Consent Agenda, and Mayor Morriss called for questions or comments. Motion to approve all Consent Agenda items was made by Councilman Frazier, seconded by Councilman Cioni, and was passed on a vote of 5-0.

Order 26,641 - authorizing the execution of Change Order 1 to City Project 9-18-BR, "Replacement of Bridge No. A-C-06 - Balt. St. Over Wills Creek" to authorize payment to AC Government for Final Design Services with the County paying MDOT directly and seeking reimbursement from the City for its cost-share portion of 20% of the estimated total Final Design cost of \$427,391.05 which will be a total estimated amount of \$85,478.21

Order 26,642 authorizing the execution of C.O. No. 1 to the current contract with Excavating Assoc., City project 27-19-M, "Bellevue St. Sidewalk Upgrades" in the increased lump sum price of \$22,125.95, bringing the new contract sum to \$103,375.95, to be fully funded through the CDBG program

Order 26,643 - approved the submission of a Draft Citizen Participation Plan and Draft 2020 Consolidated Five Year Plan for the City's Community Development Block Grant (CDBG) Program to HUD and approving program funding recommendations for the 2020 program year in the total amount of \$809,542

Order 26,644 - authorizing execution of an Easement Agreement with MC Broadband Cooperative, Inc., regarding a MOU effective February 13, 2019, to allow MD Broadband the right to use the City's rights-of-ways and easements to install, operate and maintain fiber, subject to certain conditions defined in the agreement

Order 26,645 - authorizing execution of a Subordination Agreement with CG Enterprises, LLC to subordinate the lien position of the Upper Story Redevelopment Five Year Forgivable Loan pertaining to 66-72 Pershing Street, recorded on June 1, 2018 (Liber 2386, folio 221), for the purpose of refinancing a loan to assist with the purchase of additional real estate

Order 26,646 - authorizing execution of a Settlement Agreement and Consent Order (WMA Case No. CO-20-2652) with the MD Department of the Environment, to define interim performance standards for the John J. DiFonzo Water Reclamation Facility (Waste Water Treatment Plant) through October 1, 2020, during the installation and start-up of the Aeration Blower Replacement Project (23-18-WWTP)

Mayor Morriss advised that the Baltimore Street project may be delayed due to engineering issues, which he said may be a good thing by allowing businesses to operate through the holiday season, and help them to financially survive the effects of the Covid-19 pandemic. He added that the Mayor and City Council are still committed to the redevelopment of Baltimore Street, and that this will be just a slight delay over the winter.

Councilwoman Marchini advised on the recent DDC meeting saying there was lots of positive energy and good ideas coming from business owners.

Mayor Morriss advised there had been discussion about the hiring of a new Executive Director for the DDC, saying they will be moving forward on that. He added that they are looking for a good person to help work through the construction phase and the revitalization of all businesses downtown.

X. Public Comments

No Comments

All public comments are limited to 5 minutes per person

XI. Adjournment

With no further business at hand, the meeting adjourned at 6:46 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

File Attachments for Item:

Ordinance No. 3866 (*2nd and 3rd readings*) - providing for the City Tax Levy for FY21. 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. _____

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, 2020, AND ENDING JUNE 30, 2021."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the levy for the Fiscal Year 2021 for the City of Cumberland shall be as follows:

Property Taxes	Net Assessable Base	Tax Rate Per \$100	Tax Levy
Real Estate	\$ 902,502,015	1.0595	\$ 9,562,009
Personal Property			
Individual	1,435,045		
Corporation	92,722,054		
	94,157,100	2.648	2,493,280
Penalties and Interest			520,000
Tax Credits			(252,000)
Total Tax Levy			\$ 12,323,289
 Other Revenues			
Other Taxes	377,991		
Licenses & Permits	122,900		
Intergovernmental	3,089,824		
Charges for Services	1,569,450		
Fines, Forfeitures & Interest	59,200		
Miscellaneous	982,000		
Total Other Revenue			6,201,365
<hr/> Total Revenue			\$ 18,524,654
 Other Financing Sources			
Transfers-in			\$ 2,651,374
Capital Financing			2,240,474
(Increase) Decrease Restricted Fund Balance			(328,067)
<hr/> Total Other Financing Sources			\$ 4,563,781
<hr/> Total Revenue and Other financing Sources			\$ 23,088,435

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

Passed this _____ day of June, 2020.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring
City Clerk

File Attachments for Item:

2. Ordinance 3867 (*2nd and 3rd readings*) - providing for the annual appropriation for the General Fund for FY21

ORDINANCE NO. _____

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, 2020, AND ENDING JUNE 30, 2021."

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, 2020, and ending June 30, 2021, to-wit:

General Government	\$ 1,786,435
Public Safety	11,684,675
Public Works	2,740,055
Recreation	708,834
Community Development	1,359,178
Debt Service	3,097,380
Transfer Out	1,710,223
Total General Fund Appropriation	\$ 23,086,780

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, 2020) 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, 2020.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring
City Clerk

File Attachments for Item:

3. Ordinance 3868 (*2nd and 3rd readings*) - providing for the annual appropriation for the Water Fund for FY21

ORDINANCE NO. _____

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, 2020, AND ENDING JUNE 30, 2021."

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, 2020, and ending June 30, 2021, to-wit:

Water Administration	\$ 1,289,226
Water Distribution	3,028,564
Water Filtration	2,143,070
Interest Expense	444,284
Principal Payments	1,145,124
Capital Expenditure	4,598,900
Total	\$ 12,649,168

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, 2021.

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

Passed this _____ day of June, 2020.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring
City Clerk

File Attachments for Item:

4. Ordinance 3869 (*2nd and 3rd readings*) - providing for the yearly appropriation for the Sewer Fund for FY21

ORDINANCE NO. _____

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, 2020, AND ENDING JUNE 30, 2021."

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, 2020, and ending June 30, 2021, to-wit:

Wastewater Treatment Plant	\$ 6,600,195
Sanitary & Storm Sewer	1,778,095
Flood Control	575,654
Interest Expense	183,960
Principal Payments	1,022,833
Capital Expenditures	8,216,251
Total	\$ 18,376,988

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, 2021.

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

Passed this _____ day of June, 2020.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring
City Clerk

File Attachments for Item:

5. Ordinance 3870 (*2nd and 3rd readings*) - providing for the annual appropriations for the Special Purpose Funds for FY21

ORDINANCE NO. _____

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, 2020, AND ENDING JUNE 30, 2021."

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, 2020, and ending June 30, 2021, to-wit:

Housing Assistance	\$ 2,192,573
Downtown Development Commission	323,968
Community Development Block Grant	882,302
Police Grants	500,049
Community Legacy	320,000
Special Projects	1,213,140
Capital Projects	4,848,507
Street Improvements	250,000
Municipal Parking Authority	505,128
Trash Removal	1,809,381
Total	\$ 12,845,048

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) 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, 2020.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring
City Clerk

File Attachments for Item:

6. Ordinance 3871 (*2nd and 3rd readings*) - to provide for an increase in water rates effective July 1, 2020

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED “AN ORDINANCE TO REPEAL AND REENACT, WITH AMENDMENTS, SECTION 24-86 OF THE CODE OF THE CITY OF CUMBERLAND (1991 EDITION), PROVIDING FOR A SCHEDULE OF WATER RATES.”

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, That Section 24-86 of the Code of the City of Cumberland (1991 Edition) be and hereby repealed and reenacted, with amendments, to read as follows:

Section 24-86 Schedule

Effective July 1, 2020, the rates and charges for the use of water supplied by the Water Department shall be as follows, and no abatement or release therefrom is permitted:

(a) EQUIVALENT DWELLING UNIT (EDU). The minimum meter charges shall be determined by the Equivalent Dwelling Unit (EDU), which shall be determined by the size of the meter servicing the customer. The following table sets forth the EDU multiplier for each meter size:

Meter size (inches)	EDU
$\frac{3}{4}$ and below	1
1	2.5
1-1/2	5
2	8
3	16
4	25
6	50
8	80

(b) MINIMUM METER CHARGE FOR INSIDE CITY. The minimum charge for residential and industrial meter customers within the City shall be Five Dollars and Thirteen Cents (\$ 5.13) per month per EDU, for which sum, water up to and including one hundred cubic feet may be used. If the quantity of water used exceeds one hundred cubic feet in any month, such excess shall be charged for according to the schedule of rates set forth in subsection (f) of this section.

(c) MINIMUM METER CHARGE FOR OUTSIDE CITY. The minimum charge for residential and industrial meter customers outside the City shall be Seven Dollars and Seventy-One Cents (\$ 7.71) per month per EDU for which sum, water up to and including one hundred cubic feet may be used. If the quantity of water used exceeds one hundred cubic feet in any quarter, such excess shall be charged for in accordance with the schedule of rates as set forth in subsection (f) of this section.

(d) **MINIMUM METER CHARGE FOR WATER COMPANIES.** The minimum charge for water companies shall be Thirty-Five Dollars and Thirty Cents (\$ 35.30) per month per EDU for single Water Company accounts such water company has with the City for which sum water up to and including one hundred cubic feet may be used. If the quantity of water used exceeds the consumption in excess of capacity fee, in any month, such excess shall be charged for according to the schedule of rates set forth in subsection (f) of this section, as appropriate.

(e) **Flat rates.** There shall be no flat rate customers and the consumption of any customer found not to have a meter shall be estimated and such customer shall be charged double the rates set forth in subsection (b) of this section. All water customers outside the City shall be meter customers, and it shall be unlawful for the Water Department to furnish customers outside the City on a flat rate basis.

(f) **CONSUMPTION RATES.** The rates per month for residential and industrial water customers shall be as follows:

Class	Consumption	Rates within City Limits		Rates Outside City Limits	
		Current	New	Current	New
Tier 1	First 100 cubic feet, per EDU	\$ 4.8900	\$ 5.1300	\$ 7.3400	\$ 7.7100
Tier 2	Next 900 cubic feet, per cubic foot	\$ 0.0446	\$ 0.0468	\$ 0.0669	\$ 0.0702
Tier 3	Next 199,000 cubic feet, per cubic foot	\$ 0.0357	\$ 0.0375	\$ 0.0499	\$ 0.0524
Tier 4	Next 1,134,000 cubic feet, per cubic foot	\$ 0.0282	\$ 0.0296	\$ 0.0424	\$ 0.0445
Tier 5	Next 1,166,000 cubic feet, per cubic foot	\$ 0.0128	\$ 0.0134	\$ 0.0128	\$ 0.0134
Tier 6	Over 2,500,000 cubic feet, per cubic foot	\$ 0.0032	\$ 0.0034	\$ 0.0032	\$ 0.0034

(g) **WATER COMPANIES.** Companies purchasing in excess of 140,000 cubic feet of water from the City on a monthly basis and reselling that water shall pay the following monthly rates for each account such water company has with the City.

(1) **Water Company.** Any wholesale water company purchasing water from the City in excess of 140,000 cubic feet per month shall pay both a capacity fee plus a charge based upon consumption in excess of the capacity fee.

(2) **Capacity Fee.** Each water company shall pay a fixed capacity fee based on the number of EDU's calculated multiplied times the per month per EDU charge. The EDU amount is calculated annually determined by a percentage (70%) of its highest month's usage in the previous fiscal year calculated as follows:

$$\frac{\text{PEAK MONTHLY USE} \times 0.7}{33.42}$$

(3) Consumption in Excess of Capacity Fee. Consumption in excess of the capacity fee shall be billed at the rate for customers located outside the City.

SECTION 2: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect July 1, 2020.

Passed this _____ day of June, 2020.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring
City Clerk

File Attachments for Item:

Order 26,649 - accepting the proposal of Century Engineering, Inc. for City Project 36-19-WWTP "Blower Building Electrical Switchgear Replacement - Engineering Services" in the estimated cost of \$29,600, which will include the design and preparation of construction bid documents for the switchgear replacements and a new redundant transformer at the Blower Building at the JDD Water Reclamation Facility

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

ORDER NO. 26,649

DATE: June 16, 2020

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

THAT, the proposal of Century Engineering, Inc., 10710 Gilroy Road, Hunt Valley, MD, 21031 for City Project "Engineering Services-Blower Building Switchgear Replacement" (36-19-WWTP) in the estimated unit cost of Twenty-nine Thousand, Six Hundred Dollars and No Cents (\$29,600.00) be and is hereby accepted; and

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

Raymond M. Morriss, Mayor

Company	Cost
Century Engineering, Inc.	\$29,600.00
Gwin, Dobson & Foreman, Inc.	\$37,574.00
Gipe Associates, Inc.	\$39,000.00
The EADS Group, Inc.	\$45,300.00
Mueller Associates, Inc.	\$55,300.00
Whitman, Requardt, & Associates	\$76,201.00
Keystone Engineering Group, Inc.	\$83,000.00
Global Engineering Solutions	\$89,058.00
KCI Technologies, Inc.	\$127,430.00

Funding: 003.399.TPI 63000

PROJECT INFORMATION	
Project Title:	Engineering Services: Blower Bldg. Switchgear Replacement
City Project:	36-19-WWTP
Contract Length:	60 Days
BID OPENING	
Date & Time:	June 3, 2020 @ 2:30 PM
Location:	Council Chambers, City Hall Cumberland, MD 21502



CERTIFIED BID TABULATION

BIDDERS		BID ITEM #1 (LUMP SUM)	BID ITEM #2 (LUMP SUM)	BID ITEM #3 (LUMP SUM)	TOTAL COST
BIDDER	ADDRESS	DESIGN SERVICES	CONSTRUCTION BIDDING PHASE SUPPORT	CONSTRUCTION PHASE SERVICES	
Century Engineering, Inc.	10710 Gilroy Road, Hunt Valley, MD 21031	\$ 14,000.00	\$ 3,300.00	\$ 12,300.00	\$ 29,600.00
Gwin, Dobson & Foreman, Inc.	3121 Fairway Drive, Altoona, PA 16602	\$ 23,000.00	\$ 2,128.00	\$ 12,446.00	\$ 37,574.00
Gipe Associates, Inc.	1220 East Joppa Road, Suite 223, Towson, MD 21286	\$ 18,000.00	\$ 2,000.00	\$ 19,000.00	\$ 39,000.00
The EADS Group, Inc.	50 N. Mechanic Street, Cumberland, MD 21502 (Local Pref-CITY)	\$ 19,300.00	\$ 6,100.00	\$ 19,900.00	\$ 45,300.00
Mueller Associates, Inc.	1306 Concourse Drive, Suite 100, Linthicum, MD 21090	\$ 31,800.00	\$ 4,500.00	\$ 19,000.00	\$ 55,300.00
Whitman, Requardt, & Assoc., LLP	801 South Caroline Street, Baltimore, MD 21231	\$ 37,821.00	\$ 7,302.00	\$ 31,078.00	\$ 76,201.00
Keystone Engineering Group, Inc.	590 Lancaster Ave., Frazer, PA 19355	\$ 45,000.00	\$ 5,000.00	\$ 33,000.00	\$ 83,000.00
Global Engineering Solutions	6700A Rockledge Drive, Suite 301, Bethesda, MD 20817	\$ 58,406.00	\$ 8,955.00	\$ 21,697.00	\$ 89,058.00
KCI Technologies, Inc.	936 Ridgebrook Road, Sparks, MD 21152	\$ 86,930.00	\$ 9,560.00	\$ 30,940.00	\$ 127,430.00

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

Matt Idleman, PE
Senior Engineer

Council Agenda Summary

Meeting Date: June 16, 2020

Agenda Item Number: City Project 36-19-WWTP

Key Staff Contact: Matt Idleman, PE

Item Title:

Award Blower Building Electrical Switchgear Replacement Engineering Services Contract

Summary:

Award Blower Building Electrical Switchgear Replacement Engineering Services Contract to the low responsive bidder, Century Engineering, Inc., in the estimated unit cost of \$29,600. Eight other bids were received, with acceptable bids ranging from \$37,574 to \$127,430. This project will include the design and preparation of construction bid documents for the replacement of two Medium Voltage (MV) Switchgears and a new redundant transformer at the Blower Building located within the Wastewater Treatment Plant. Construction phase support is also included in the bid price.

Issues and Considerations:

There are no issues.

<i>Fiscal Impact:</i>	
Is this item budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	003.399.TP1 63000
Value of award:	\$29,600.00
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Is there grant funding being used? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Match provisions:	N/A
Is this a sole source purchase? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	

File Attachments for Item:

. Order 26,650 - authorizing the Chief of Police to enter into a Memorandum of Understanding (MOU) with the United States Secret Service to formalize an existing partnership with the Cumberland Police Department, making the department eligible to share funds and seek reimbursement for costs associated with certain investigations

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

ORDER NO. 26,650

DATE: June 16, 2020

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 (M.O.U.) between the Cumberland Police Department (CPD) and the United States Secret Service (USSS) to formalize an existing partnership which will allow the Cumberland Police Department to be eligible to share funds and seek reimbursement for costs associated with certain investigations; and,

BE IF FURTHER ORDERED THAT, this M.O.U. remains in effect until terminated by the mutual agreement of the CPD and the USSS, or upon a 30-day written notice by either party.

Raymond M. Morriss, Mayor

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CUMBERLAND POLICE DEPARTMENT
AND
THE UNITED STATES SECRET SERVICE**

The Cumberland Police Department (CPD) and the United States Secret Service (USSS) enter into this memorandum of understanding (MOU), which becomes effective with the signatures of both parties and remains in effect until terminated by the mutual agreement of the CPD and the USSS or upon 30 day written notice by either party to this agreement.

I. AUTHORITY

This MOU is established pursuant to provisions of the Treasury Forfeiture Fund Act of 1992, 31 USC 9705, as amended. This act established the Department of the Treasury Forfeiture Fund and authorized the payment of certain overtime expenditures, travel, fuel, training, equipment and other similar costs of State and Local law enforcement officers, that are involved in joint operations, with a Department of the Treasury law enforcement organization, as prescribed in 31 USC 9705 (a)(1)(I)(hereinafter "overtime costs and other expenses").

II. PURPOSE

This MOU establishes the procedures and responsibilities of both the CPD and the USSS for the reimbursement of certain overtime costs and other expenses pursuant to 31 USC 9705.

III. CONDITIONS AND PROCEDURES

The parties agree to the following conditions:

- i) The CPD may request reimbursement of payment of overtime costs and other expenses directly related to work performed by its officer(s) assigned to assist the U.S. Secret Service's Maryland Cyber Fraud Task Force (MCFTF) in conducting official investigations. The CPD will submit all requests for reimbursement payments, together with appropriate documentation, to the U.S. Secret Service's Task Force Supervisor. Request for reimbursement will be based solely upon overtime worked and other expenses performed on behalf of the U.S. Secret Service MCFTF.

- (b) All reimbursement hours of overtime costs and all other expenses covered under this MOU must be approved and certified by the U.S. Secret Service Task Force supervisor. The reimbursable overtime payments will be based upon the actual hourly overtime rate, exclusive of matching employer contributions for any taxes or benefits.

- (c) The U.S. Secret Service Task Force supervisor will forward all approved reimbursement requests through the Special Agent in Charge (SAIC) Asset Forfeiture Branch, Office of Investigations, to the Treasury Forfeiture Fund's payment agent, U.S. Customs National Finance Center (NFC).
- (d) During the period of assignment to the MCFTF, the CPD will remain responsible for establishing the salary and benefits, including overtime of the officer(s) assigned to the Task Force and making all payments due them. Reimbursement under this MOU is contingent upon the availability of mandatory funds allocated to the U.S. Secret Service through the Department of the Treasury Forfeiture fund.
- (e) The CPD shall permit and have readily available for examination and auditing by the U.S. Secret Service, the Department of Treasury, the Comptroller of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. They shall maintain all such records and reports until all audits and examinations are completed and resolved, or for a period of three (3) years, whichever is sooner.
- (f) Payments may be made to the extent they are included in the U.S. Secret Service Fiscal Year Plan and the monies are available within the Department of Treasury Forfeiture Fund to satisfy the request(s) for reimbursable expenses. It should also be understood that the total amount(s) made available to the U.S. Secret Service through the Department of the Treasury Forfeiture Fund, for reimbursement to the FCSO, could change at any time.
- (g) Pursuant to the Treasury Executive Office for Asset Forfeiture (TEOAF) directive number 18, the maximum reimbursement entitlement for overtime costs to any one law enforcement official cannot exceed fifteen-thousand (\$15,000.00) dollars during the fiscal year.
- (h) This document does not obligate funds. Funding authority will be provided through other documents.
- (i) The CPD shall provide the U.S. Secret Service within 10 days of the signing of this MOU, with their agency's mailing address, contact name, telephone number and tax identification number. Further, this agency must provide the name,

account number and ABA routing number of the financial institution where the CPD wants the Electronic Funds transfer (EFT) payment deposited for the reimbursement of overtime salary costs and other expenditures authorized under 31 USC 9705. Failure to provide this information within the prescribed period of time will nullify this MOU agreement.

IV. REVISIONS

The terms of this MOU may be amended upon the written approval of both the Cumberland Police Department and the U.S. Secret Service. Such amendment is effective upon the date of approval.

U.S. Secret Service
Baltimore Field Office

Cumberland Police Department

SAIC Robert J. Keane

Chief John "Chuck" Ternent
Or Designee

Date: _____

Date: _____

U.S. Secret Service, Office of Investigation
Criminal Investigative Division

SAIC David Smith (Acting)

Date: _____

Rev. 4/2011

Council Agenda Summary

Meeting Date: June 16, 2020

Agenda Item Number:

Key Staff Contact: Chief John “Chuck” Ternent

Item Title:

United States Secret Service Memorandum of Understanding

Summary:

Authorize the Chief of Police to enter in to a Memorandum of Understanding with the United States Secret Service pursuant to 31 USC 9705. This MOUT will formalize an existing partnership between the Cumberland Police Department and the United States Secret Service and will make the Cumberland Police Department eligible to share funds and seek reimbursement for costs associated with certain investigations.

Issues and Considerations:

<i>Fiscal Impact:</i>	
Is this item budgeted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Budget:	Enter Text Here
Value of award:	
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Match provisions:	Enter Text Here
Is this a sole source purchase? <input type="checkbox"/> Yes <input type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	

File Attachments for Item:

. Order 26,651 - authorizing execution of lease agreement with Corner Tavern and Cafe, Embassy Theater, Baltimore Street Grill, City Lights, and Mezzos for the use of public right-of-way for outdoor dining and entertainment for a one-year term effective June 1, 2020 through May 31, 2021

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

ORDER NO. 26,651

DATE: June 16, 2020

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:

Corner Tavern and Café LLC

Embassy Theater Corporation

Baltimore Street Grill

Shafco t/a City lights American Grill and Bar

Coaches Entertainment Enterprises, LLC t/a Mezzos

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, 2020 through May 31, 2021.

Raymond M. Morriss, Mayor

THIS LEASE AGREEMENT (“Lease”) is made and executed this _____ day of _____, 2020, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the “City”) and the **CORNER TAVERN AND CAFÉ LLC** (“LESSEE”).

WHEREAS, Lessee operates a restaurant at 171 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 directly to a depth of forty-eight (48) inches on Hanover Street and forty (40) inches on N. Centre Street, 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, 2020, and shall terminate on May 31, 2020, 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:

Gregory Bender (owner)
Corner Tavern and Café
171 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.

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

By: _____
Raymond M. Morriss, Mayor

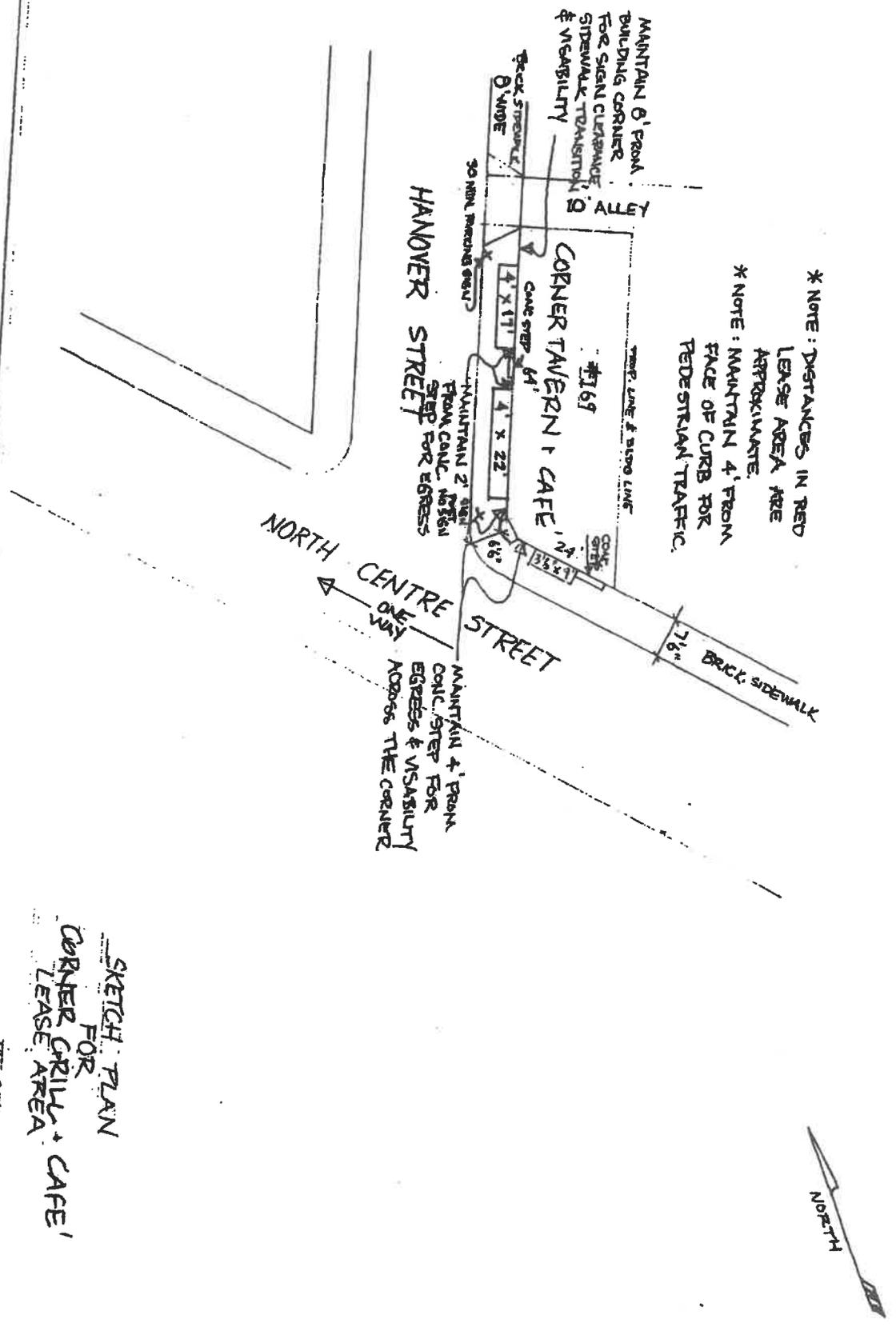
ATTEST:

Marjorie A. Woodring
City Clerk

WITNESS

LESSEE

EXHIBIT I
 CORNER TAVERN
 2020-2021



SKETCH PLAN
 FOR
 CORNER GRILL & CAFE
 LEASE AREA

IT-20

THIS LEASE AGREEMENT (“Lease”) is made and executed this _____ day of _____, 2020, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the “City”) and the **EMBASSY THEATER CORPORATION** (“Lessee”).

WHEREAS, Lessee operates a theater at 49 Baltimore Street, Cumberland, MD 21502;

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

WHEREAS, Lessee wishes to expand its operation to include an outside entertainment area on a portion of the public right-of-way adjacent to its theatre; 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 outside entertainment.

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 theater, the area of which encompasses that portion of the right-of-way directly to a depth of 43 feet and width of 32 feet, shown on the plat/drawing attached hereto and incorporated by reference herein as **Exhibit I**, and the certain parcel of property located on the public right-of-way behind the Lessee’s theater, the area of which encompasses that portion of the right-of-way directly to a depth of 10 feet and width of 32 feet, shown on the plat/drawing attached hereto and incorporated by reference herein as **Exhibit II**, 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 modifications as directed by the City during the terms of this Lease.

2. Term. The term of this lease shall commence on June 1, 2020, and shall terminate on May 31, 2021, 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 an outdoor entertainment area to Lessee’s theater 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. Any such beverages to be consumed within the Demised Premises shall be served in non-breakable containers. **Glass bottles or glasses are not permitted in the area of the Demised Premises.**

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 theater. 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 theater 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:
Jerard Puckett
Embassy Theater Corporation
49 Baltimore 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.

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

By: _____
Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring
City Clerk

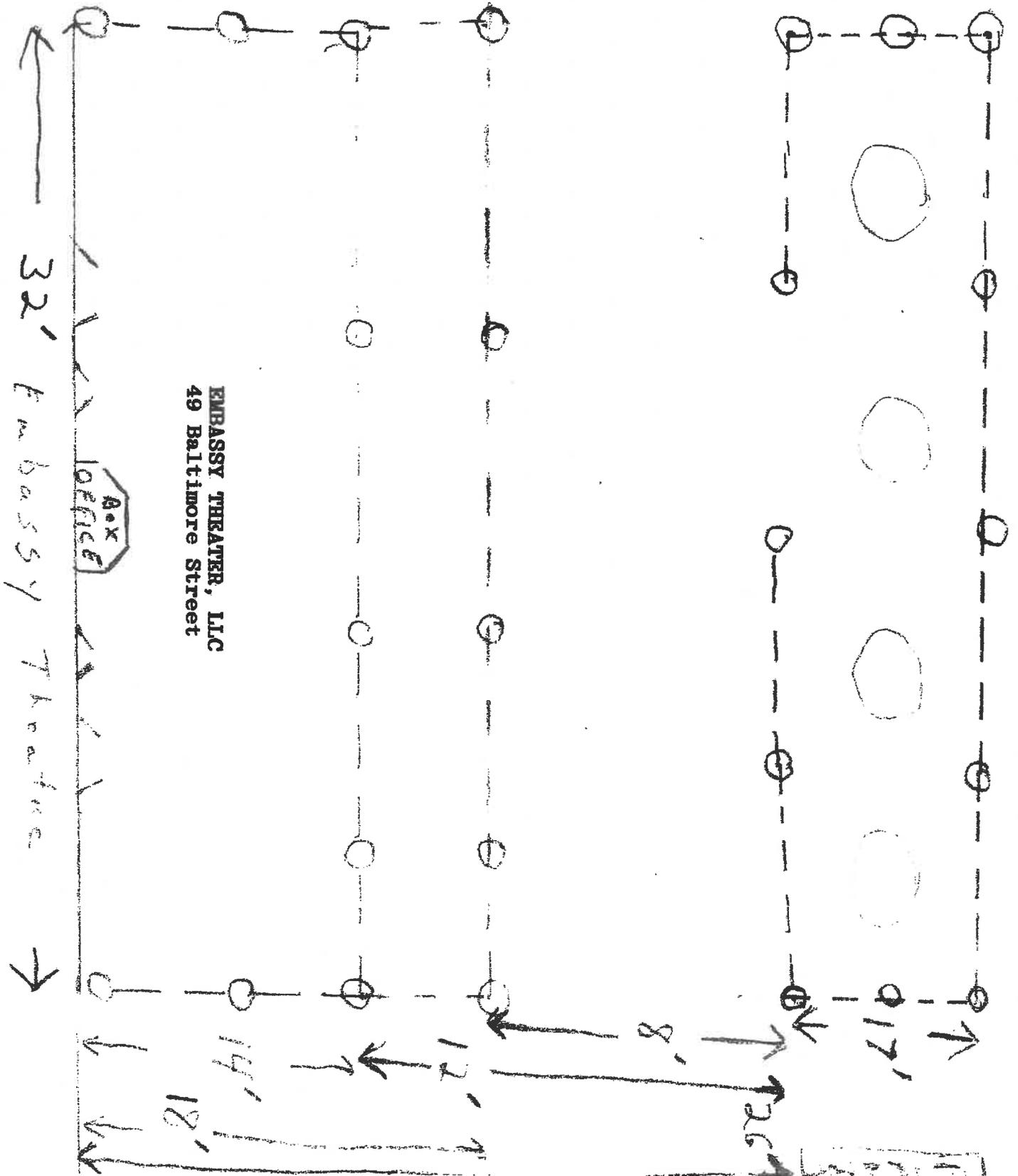
EMBASSY THEATER
CORPORATION

WITNESS

LESSEE

EXHIBIT I

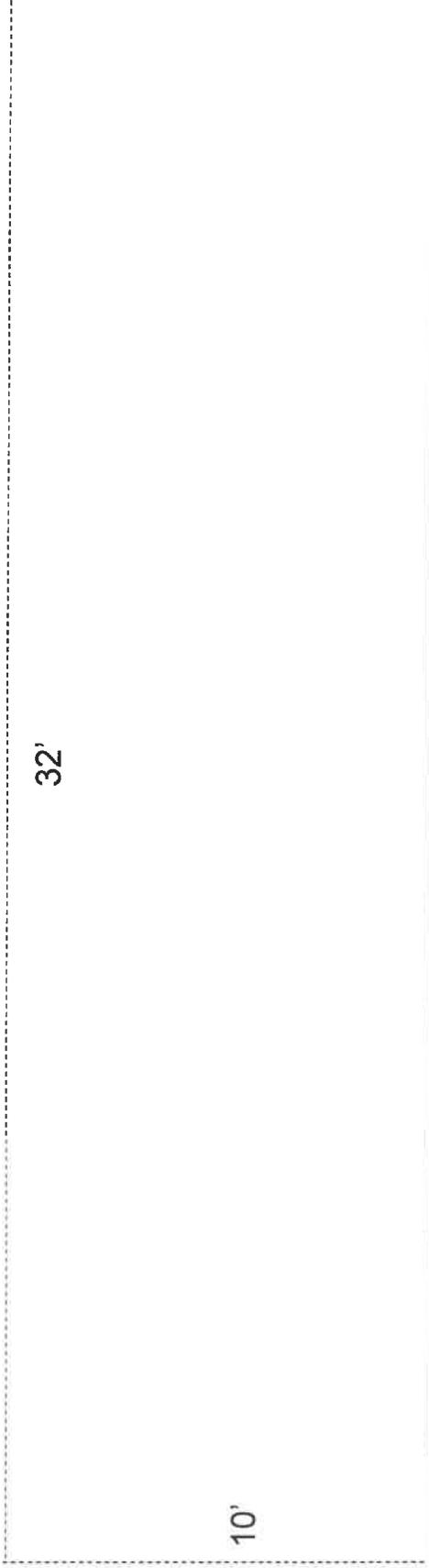
**Embassy Theater
2020-2021**



PROPOSED USE OF SPACE BEHIND EMBASSY

We would like permission to put up a long tent along the back side of the building to accommodate social distancing of our cast for shows having more than 4-5 performers. The tent will be erected a couple weeks before the show's opening date & taken down after the final performance. During times when we are not rehearsing or in performance, the outer vinyl wall will be pulled back to allow regular sidewalk traffic.

We appreciate your indulgence in this plan to keep our actors safer in these trying times.



Rear wall of Embassy Theatre = 32'

THIS LEASE AGREEMENT (“Lease”) is made and executed this _____ day of _____, 2020, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the “City”) and **BALTIMORE STREET GRILL** (“Lessee”).

WHEREAS, Lessee operates a restaurant at 82 Baltimore 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 directly to a depth of 23 feet and length of 57.5 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 1. 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, 2020 and shall terminate on May 31, 2021, 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. Any such beverages to be consumed with the Demised Premises shall be served in non-breakable containers. Glass bottles or glasses are not permitted in the area of the Demised Premises.

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 City 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 will name the "MAYOR AND CITY COUNCIL OF CUMBERLAND" as the Certificate Holder and as an additional insured, and will 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:

Jessica Harding & Michael Holland
Baltimore Street Grill
82 Baltimore 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.

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

By: _____
Raymond M. Morriss, Mayor

ATTEST:

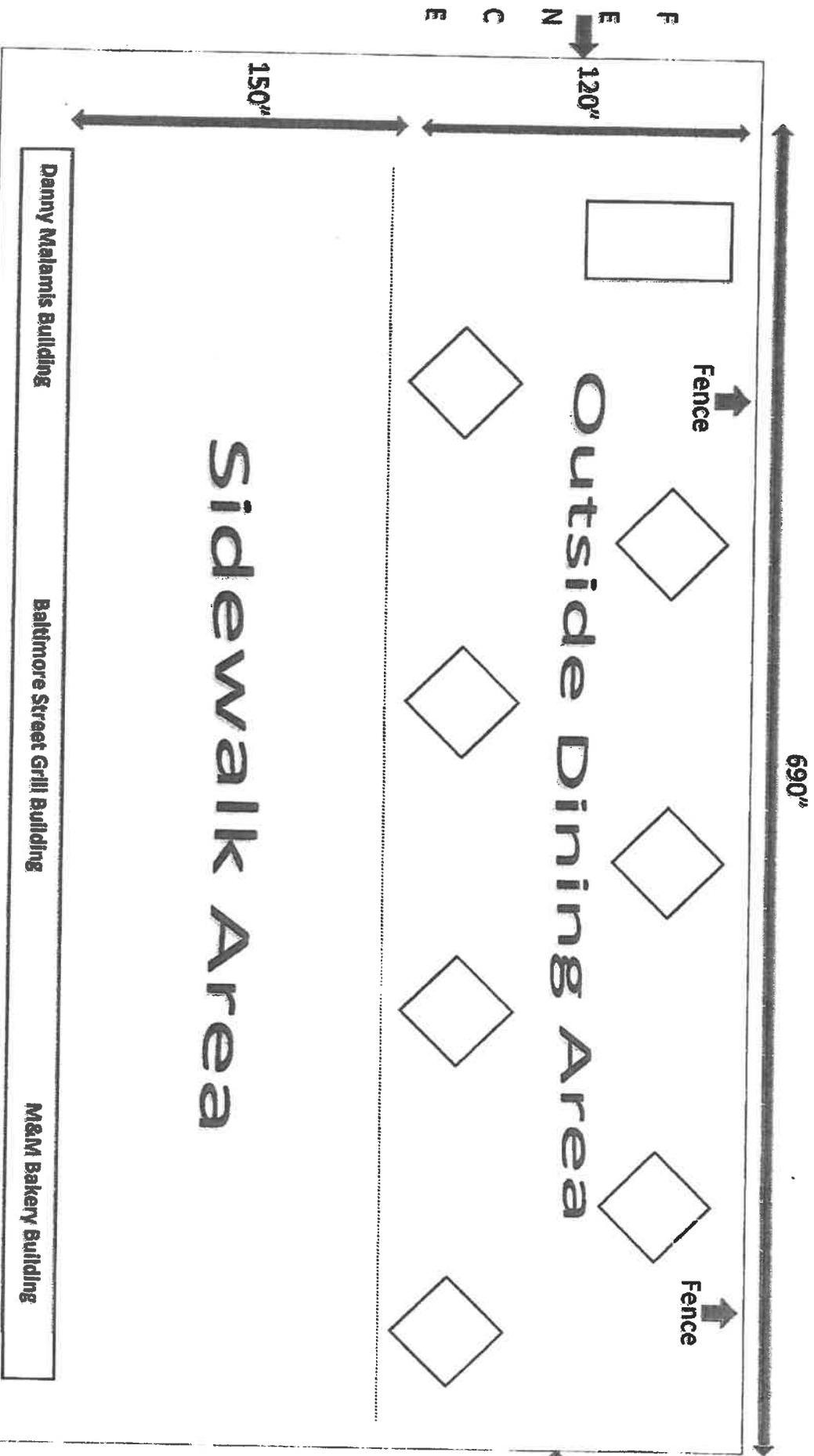
Marjorie A. Woodring
City Clerk

WITNESS

LESSEE

Fire Lane Not Needed For Outside Dining

EXHIBIT I
Baltimore St. Grill
2020-2021



All tables (8) are six feet apart at furthest point(s) from one other ie; chair backs. We are following and enforcing all social distance protocol by order of Governor Larry Hogan and the state of Maryland

THIS LEASE AGREEMENT (“Lease”) is made and executed this _____ day of _____, 2020, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the “City”) and **SHAFCO T/A CITY LIGHTS AMERICAN GRILL AND BAR** (“Lessee”).

WHEREAS, Lessee operates a restaurant at 59 Baltimore 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 directly, as shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit I, 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”). 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, 2020, and shall terminate on May 31, 2020 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:

Bill Shaffer
City Lights American Grill & Bar
59 Baltimore 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.

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

By: _____
Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring
City Clerk

WITNESS

LESSEE

THIS LEASE AGREEMENT (“Lease”) is made and executed this _____ day of _____, 2020, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the “City”) and **COACHS ENTERTAINMENT ENTERPRISES, L.L.C. T/A MEZZOS** (“Lessee”).

WHEREAS, Lessee operates a restaurant at 114 S. 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 portions of the public right-of-way adjacent to its restaurant as well as for entertainment purposes on one of the aforesaid rights-of-way; 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**. Subject to the hereinafter set forth provisions, the City hereby leases to Lessee the following parcels of property located on the public rights-of-way adjacent to Lessee’s restaurant:

(a) The area measuring 6 feet in depth and 32 feet in width adjacent to the restaurant building on the South Centre Street side of the restaurant property; and

(b) The portion of the alley located on the northern side of the restaurant property, for the full width of the alley, running with the northeastern corner of the restaurant building through to S. Centre Street.

The demised parcels, being shown on the plat attached hereto as Exhibit 1, are hereinafter referred to collectively as the “Demised Premises” and the portion of the Demised Premises described in paragraph 1(b) above are hereinafter referred to as the “Alley Parcel.”

2. **Term**. The term of this lease shall commence on June 1, 2020, and shall terminate on May 31, 2021, 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.

The Alley Parcel may be used for the aforesaid purposes on Fridays and Saturdays from 5 p.m. until midnight during the period of each year during the term of this Lease which falls between May 30 and October 31. In addition to the uses applicable to the Demised Premises as a whole, the Alley Parcel may be utilized for the purpose of provided entertainment for Lessee's customers; provided, however, that Lessee shall comply with all requests made by the City of Cumberland Police Department relative to noise control and it may, in its absolute discretion in the vent there are noise issues or issues relative to the disorderly conduct of Lessee's patrons, direct that the use of the Alley Parcel be terminated on any particular evening for either outdoor dining, the provision of entertainment or for both purposes.

The Lessee shall coordinate its outdoor entertainment with the Downtown Development Commission so as to ensure that it does not interfere with outdoor entertainment provided by the Downtown Development Commission. To the extent that it interferes, it will not be permitted and shall be subject to being terminated by the City of Cumberland Police Department on any particular evening.

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 of the Demised Premises. Any such beverages to be consumed within the Demised Premises shall be served in non-breakable containers. **Glass bottles or glasses are not permitted in the area of the Demised Premises.**

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. **Utilities, Construction of Improvements.** Lessee shall not construct any improvements in the area of the Demised Premises. The Demised Premises shall be subject to an easement in favor of the City and public and private utilities, including, but not limited to, gas, electric, and telephone service providers, for the full length and width of both parcels comprising the Demised Premises for any existing utility lines, for drainage and for the installation, repair, replacement and/or maintenance of any needed or existing utility lines and storm water management and sediment and erosion control devices and improvements.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

18. 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.

19. 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.

20. 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.

21. **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:

Daniel Bowser, Member
Coachs Entertainment Enterprises, L.L.C.
402 Wempe Drive
Cumberland, MD 21502

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.**

27. **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.

28. **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.

29. **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

**COACHS ENTERTAINMENT
ENTERPRISES, LLC T/A MEZZOS**

By: _____
Daniel Bowser, Member

WITNESS

By: _____
Bernard Nichols, III, Member

WITNESS

File Attachments for Item:

. Order 26,652 - accepting the report of the City Administrator, dated June 12, 2020, advising that with regard to the closure of two (2) portions of Park Alley in the vicinity of Williams and Cecelia Street, as approved by Ordinance No. 3865, there were no damages caused to the adjacent property owners, those being Cumberland Gateway Real Estate, LLC, and Alter/Scott Acquisitions, LLC, and that any added monetary value to the property owners as a result of the closure will be determined by the MD Department of Assessments and Taxation

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

ORDER NO. 26,652

DATE: June 16, 2020

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

THAT, the report of the City Administrator, dated June 12, 2020, be and is hereby accepted, advising that, with regard to the closure of two (2) portions of a street known as Park Alley, in the vicinity of Williams Street and Cecelia Street, approved by Ordinance No. 3865 and initiated by Cumberland Gateway Real Estate LLC, there were no damages caused to the adjacent property owners, those being Cumberland Gateway Real Estate LLC and Alter/Scott Acquisitions LLC, and that any added monetary value to the property owners as a result of this closure will be determined by the MD Department of Assessments and Taxation.

Raymond M. Morriss, Mayor



CITY OF CUMBERLAND MARYLAND

June 12, 2020

Marjorie Woodring
City Clerk
City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502

Dear Ms. Woodring,

With regard to Ordinance No. 3865, passed June 2, 2020, providing for the closure of two portions of an alley known as Park Alley, lying between lands owned by Cumberland Gateway Real Estate, LLC and Alter/Scott Acquisitions, LLC, please be advised that on this date, I did personally visit the site for the purpose of assessing damages and awarding benefits to abutting property owners resulting from the aforesaid closing.

As a result of my assessment, I have determined that there are no damages arising from the aforementioned closure. Furthermore, the apparent added benefit to the property owners is that it would allow for new development of adjacent parcels. However, any added monetary value to the property as a result of this closure will be formally determined by the Maryland Department of Assessments and Taxation.

MAYOR

RAYMOND M. MORRIS

COUNCIL

SETH D. BERNARD
RICHARD J. CIONI, JR.
EUGENE T. FRAZIER
LAURIE P. MARCHINI

CITY ADMINISTRATOR

JEFFREY D. RHODES

CITY SOLICITOR

MICHAEL SCOTT COHEN

CITY CLERK

MARJORIE A. WOODRING

Respectfully,

Jeff Rhodes
City Administrator



MEMBER MARYLAND
MUNICIPAL LEAGUE (MML)

57 N. LIBERTY STREET, CUMBERLAND, MD 21502 www.cumberlandmd.gov
VOICE (301)722-2000 • FAX (301)759-6438 • TDD (800)735-2258