



Mayor and City Council of Cumberland

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

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

AGENDA

M&CC Public Meeting
City Hall

DATE: May 16, 2023

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

Director's Reports

(A) Administrative Services

1. Administrative Services monthly report for April 2023

(B) Public Works

1. Maintenance Division monthly report for April 2023

(C) Fire

1. Fire Department monthly report for April 2023

(D) Police

1. Police Department monthly report for April 2023

(E) Utilities - Flood, Water, Sewer

1. Utilities Division Flood/Water/Sewer monthly reports for March and April 2023

Approval of Minutes

1. Approval of the Work and Regular Session Minutes of May 2, 2023

Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

New Business

(A) Ordinances

- [1.](#) Ordinance 3947 (*1st reading*) - authorizing the transfer of 222 Bond Street to Blake Hill for the purchase price of \$500
- [2.](#) Ordinance 3948 (*1st reading*) - providing for the annual expenditure appropriation for the FY24 Water Fund
- [3.](#) Ordinance 3949 (*1st reading*) - providing for the annual expenditure appropriation for the FY24 General Fund
- [4.](#) Ordinance 3950 (*1st reading*) - providing for the annual expenditure appropriation for the FY24 Sewer Fund
- [5.](#) Ordinance 3951 (*1st reading*) - providing for the annual expenditure appropriations for the FY24 Special Purpose Funds
- [6.](#) Ordinance 3952 (*1st reading*) - providing for the City Tax Levy for FY24
- [7.](#) Ordinance 3953 (*1st reading*) - to provide for an increase in water rates effective July 1, 2023
- [8.](#) Ordinance 3954 (*1st reading*) - to provide for an increase in trash rates effective July 1, 2023
- [9.](#) Ordinance 3955 (*1st reading*) - amending the fee schedule for Fire Department services, including emergency medical response services and false alarm fees
- [10.](#) Ordinance 3956 (*1st reading*) - authorizing the transfer of 421 Arch Street to Texas Development and Design, LLC for the purchase price of \$200
- [11.](#) Ordinance 3957 (*1st reading*) - authorizing the transfer of 443 Columbia Street to Texas Development and Design, LLC for the purchase price of \$200
- [12.](#) Ordinance 3958 (*1st reading*) - authorizing the transfer of 107 Springdale Street to Texas Development and Design, LLC for the purchase price of \$150
- [13.](#) Ordinance 3959 (*1st reading*) - authorizing the transfer of 109 Springdale Street to Texas Development and Design, LLC for the purchase price of \$150

(B) Orders (Consent Agenda)

- [1.](#) Order 27,237 - authorizing the Sole Source Award to Ameri-Seal LLC for improvement to the Riverside BMX Track at Mason Sports Complex in the not to exceed amount of \$46,684
- [2.](#) Order 27,238 - accepting the new proposal from Treetop Products, Inc. for the purchase of 89 new picnic tables with 20 year warranties for Constitution Park in the not to exceed amount of \$82,437.65 and rescinding Order No. 27,236

- [3.](#) Order 27,239 - authorizing the execution of a BMX Facility Long-Term User Agreement for the use of the BMX Bike Track and appurtenances in the Mason Sports Complex through June 30, 2024
- [4.](#) Order 27,240 - declaring vehicles and equipment to be surplus and authorizing them for sale, trade in or scrap
- [5.](#) Order 27,241 - executing a donation agreement between the Mayor and City Council and Arnold D. Kimble for the donation of nine parcels of real property and the improvements thereon, if any, to the City
- [6.](#) Order 27,242 - authorizing the execution of an Outdoor Dining Lease Agreement with JZ Pub LLC, Embassy Theater and D.K. Property for the use of the public right of way immediately in front of and adjacent to the property for outside cafe dining for a one (1) year term effective June 1, 2023 through May 31, 2024

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Administrative Services monthly report for April 2023

Administrative Services Monthly Report for April 2023

May 16, 2023

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 2023.

Information Technology Department

April 2023

Johnna Byers, Director

Statistics

172 new help desk requests

153 help desk requests resolved

Activities

Major department initiatives in the past month include:

- Continue making changes to update our network environment and improve security
- Continue working on police mobile data terminal updates
- Continue adjustments of new Cisco WebEx Cloud phone system
- Begin implementation of new tax software
- Assist with Invoice Cloud issues
- Assist with migration to Citizenserve for Parking Permits
- Assist police with body cam project start

Parks and Recreation

April 2023

Ryan Mackey, Director

- Meetings attended:
 - Monthly Parks and Rec Advisory Board Meeting on 4/3/23
 - Planning for Day Camp improvements
 - Sign Replacement Project
 - Shade tree Commission
 - Special Events planning (2)
 - National Night Out Planning Meeting
- Events:
 - Easter Egg Hunt at Constitution Park on 4/7/23
 - Arbor Day on 4/17/23
 - Pavilion Rental in full swing
 - Field Usage in full swing
 - Started process of using Project Open Space Grant for new Picnic tables and Grill
 - Obtained quotes
 - New Pool Roof
- Upcoming:
 - Pool Opening Memorial Day Weekend
 - Day Camp Opening in June
 - Park Board Meeting 5/1/23
 - Day of Caring and Sharing 5/19/23

Community Development Programs

April 2023

Lee Borrer, Senior Community Development Specialist

Community Development Block Grant (CDBG) Monthly Activity	May 2023 Report	Original Budget	Lifetime Funds Exp	Remaining Balance
Baltimore Street Redesign	2020	\$402,700.00	\$0.00	\$402,700.00
Const Pk Inclu. Playground Ph 2 guard station		\$37,184.62	\$30,750.00	\$6,434.62
AYEPS Youth Center Facility Rehab	2020	\$4,753.75	\$0.00	\$4,753.75
2020 Grant Totals		\$444,638.37	\$30,750.00	\$413,888.37
South Street project break away	2021	\$173,028.50	\$112,787.65	\$60,240.85
HRDC Rental Rehabilitation	2021	\$11,195.00	\$11,195.00	\$0.00
Admin	2021	\$89,789.16	\$89,789.16	\$0.00
Ind Cost	2021	\$9,477.00	\$9,477.00	\$0.00
Fair Housing	2021	\$8,037.87	\$8,037.87	\$0.00
YMCA Gilchrist HVA Replacement Ph 2	2021	\$48,519.00	\$48,519.00	\$0.00

Targeted Foot & Bike Patrol	2021	\$3,959.57	\$3,959.57	\$0.00
Const Pk/Splashpad	2021	\$87,750.00	\$87,750.00	\$0.00
2021 PI credits				\$0.00
Amendment totals			\$56,642.48	\$56,642.48
2021 Grant Totals		\$431,756.10	\$371,515.25	\$116,883.33
2022 PI credits	2022 HUD yr.			\$2,068.98
Balt Street Redesign/ South Street	2022	\$188,384.50	\$0.00	\$188,384.50
South Street project break away	2022	\$48,007.50	\$0.00	\$48,007.50
AYEP Youth Center Rehab	2022	\$10,000.00	\$0.00	\$10,000.00
Admin	2022	\$101,000.00	\$48,195.92	\$52,804.08
Ind Cost	2022	\$16,000.00	\$8,464.85	\$7,535.15
FH	2022	\$13,000.00	\$5,409.30	\$7,590.70
YMCA Gilchrist Gymnasium Roof	2022	\$36,000.00	\$27,663.90	\$8,336.10
Long Term	2022	\$6,000.00	\$5,332.00	\$668.00
Short Term	2022	\$6,000.00	\$4,262.50	\$1,737.50
Jane's Place Inc.	2022	\$5,000.00	\$612.98	\$4,387.02
Const Pk Improvements/former Splashpad	2022	\$278,000.00	\$160,752.43	\$117,247.57
Gilchrist Security for Transi Housing	2022	\$30,820.00	\$1,590.00	\$29,230.00
2022 Grant Totals	2022	\$738,212.00	\$262,283.88	\$475,928.12
July 2022 program income		\$4.61	2021 IDIS	
Aug 2022 program income		\$4.61	2021 IDIS	
September 2022 program income		\$2,059.76	2021 IDIS	
October 2022 program income		\$23.94	begin 2022 PI	
November 2022 program income		\$11.86	2022 IDIS	
December 2022 program income		\$19.24	2022 IDIS	
Total			Total All Yrs.	\$1,008,768.80
Total PI to 2022 EN begins Oct 2022 draw		\$55.04		
May 2023 Report 5/8/23				
Balances:	Year	IDIS grant rpt		
\$413,888.37	2020	\$413,176.95		
\$118,952.31	2021	\$119,663.73		
\$475,983.16	2022	\$475,983.16	\$55.04 PI just added since October draw	
\$532,840.68	OLD 20 21			
\$1,008,823.84	Total All			

May 2023 CDBG Monthly Report from Staff - above

CDBG-CV Cares Act Monthly Report from Staff in Community Development; Funds are 60% expended.

CARES ACT CDBG Monthly Report		Amount Funded	Expended	Funds Remain
CV Associated Charities Emergency Homeless Prevention		\$7,614.48	\$7,614.48	\$0.00
CV Broadband & Technology Accessibility		\$172,456.00	\$91,806.18	\$80,649.82
CV YMCA Gymnasium Roof (Gilchrist)		\$40,600.00	\$0.00	\$40,600.00
CV Family Crisis Resource Center COVID hotline/Hepa new		\$84,544.00	\$31,846.69	\$52,697.31
CV3 AYEP Youth Center Rehabilitation		\$190,050.73	\$139,836.28	\$50,214.45
CV Constitution Park Improvements/Trails NEW		\$14,153.74	\$0.00	\$14,153.74
TOTAL CDBG CV BALANCE			\$271,103.63	\$238,315.32
	B20MW24001 Award (1st rd)	\$476,251.00		
	B20MW24001 Award (3rd rd)	\$119,910.00		

Updated Post April 2023 CDBG draw 5/8/23 \$596,161.00

% Expended 60.10%

The 2023 Annual Action Plan was approved by M & CC on May 20, 2023 after the public hearing and presentations in April 2023. \$799,982, 13 projects.

ARPA projects are underway; 49% expended.

ARPA Project	Original Grant	Expended	Balance	Beneficiaries
ARPA Janes Place	\$102,623.00	\$29,230.03	\$73,392.97	Reported Quarterly
ARPA YMCA Buses	\$216,000.00	\$134,150.94	\$81,849.06	1 bus and aux items purchased/drwn
Totals	\$318,623.00	\$163,380.97	\$155,242.03	

Community Development Report

April 2023

Kevin Thacker, Code Compliance Manager

(April information not available yet)

Historic Planning/Preservation

April 2023

Ruth Davis-Rogers, Historic Planner/Preservation Coordinator

In addition to serving the public and answering daily questions and inquiries I did the following:

Historic Preservation Commission Meeting (HPC)

- Prepared and administered the Historic Preservation Meeting on March 19th
- Reviewed and administered Certificate of Appropriateness permits

Meetings & Events

- Worked on Cumberland Historic Preservation Plan
- Attended M&CC Meeting
- Attended Leadership Allegany class
- Attended ALLCON board meeting
- Attended Canal Place Grant Review Mtg.
- Attended DDC Marketing Committee Meeting
- Hosted Community Legacy Advisory Committee Meeting
- Met with Trone and members of the board at Carver Center
- Hosted meeting on Downtown Connectivity

Grants, Tax Credits and Section 106 reviews

Administered/managed funding/grants for:

- Residential Accessibility Improvement Program
- Roof Replacement Program
- Conducted Section 106 Reviews (as needed) for various projects.
- Answered questions (as needed) regarding tax incentives from both current and potential building owners.

Comptroller's Office

Financial Activity Report

April 2023

Mark Gandolfi, City Comptroller

Cash Flow:

Attached for your review is a Cash Flow Summary for the month of April 2023.

On April 1, 2023, the City had a cash balance of \$13.9 million (\$12.7 million invested in a value money market program and \$1.2 million participating in a sweep program at First United Bank). Receipts exceeded disbursements by \$802 thousand resulting in a cash balance of \$14.7 million at April 30, 2023 (\$12.3 million

invested in a value money market program and \$2.4 million participating in a sweep program at First United Bank).

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

Taxes receivable (General Fund)						\$ 2,462,430
	Beg Balance	New Billings	Adjustments/ Abatements	Collections	Bad Debt	Ending Balance
FY 2023	\$ 1,792,398	\$ 81,501	\$ -	\$ 189,087	\$ -	\$ 1,684,812
FY 2022	520,210	20,048	-	63,508	-	476,750
FY 2021	158,036	105	-	-	-	75,938
FY 2020	79,650	-	-	-	-	79,170
FY 2019	27,139	-	-	-	-	26,552
FY 2018	36,534	-	-	410	-	36,124
FY 2017	16,266	-	-	98	-	16,168
FY 2016	16,892	-	-	-	-	16,892
FY 2015	17,363	-	-	-	-	17,363
FY 2014	12,651	-	-	-	-	12,651
FY 2013	9,056	-	-	-	-	9,056
FY 2012	5,289	-	-	-	-	5,289
FY 2011	2,890	-	-	-	-	2,890
Prior FY's	2,775	-	-	-	-	2,775
	<u>\$ 2,697,149</u>	<u>\$ 101,654</u>	<u>\$ -</u>	<u>\$ 253,103</u>	<u>\$ -</u>	<u>\$ 2,462,430</u>

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

Real property (non-owner occupied)	\$770,187
Non-Corp Personal Property	4,352
Corporate Personal Property	517,595
Real Property (semiannual payments)	363,198
Real Property (Half Year)	29,479
	<u><u>\$1,684,811</u></u>

The City's liquidity position continues to be strong as illustrated in the following cash and investments table. Restricted cash and investments are comprised primarily of invested American Rescue Plan Act (ARPA) funds received in advance and bond proceeds restricted to associated capital projects and expenditures.

Cash and Investment Summary

April 30, 2023

	Cash	Investments
Beginning Balance	\$ 13,932,744	\$ 30,209,805
Add:		
Cash Receipts	4,234,105	121,667
Investment Transfer	-	-
Less:		
Disbursements	3,432,154	-
Investment Transfer	-	-
Ending Balance	\$ 14,734,695	\$ 30,331,472
Restricted	\$ 4,057,922	\$ 10,043,220

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

Restricted Cash

	4/1/2023	Increase	Utilization	4/30/2023
Police Seizures	\$ 88,371	\$ -	\$ -	\$ 88,371
Bowers Trust	70,636	-	-	70,636
GOB 21	1,837,644	8,227	23,062	1,822,809
ARPA	627,572	4,651	-	632,223
Capital Projects	1,330,870	5,951	-	1,336,821
Demolition & Fiscal Agent Bonds	106,676	387	-	107,063
	\$ 4,061,768	\$ 19,216	\$ 23,062	\$ 4,057,922

Restricted Investments

	4/1/2023	Increase	Utilization	4/30/2023
DDC	\$ 5,019	\$ 20	\$ -	\$ 5,039
GOB 21	3,568	14	-	3,582
ARPA	9,994,958	39,641	-	10,034,599
	\$ 10,003,545	\$ 39,675	\$ -	\$ 10,043,220

Increases to GOB21, ARPA and DDC are interest earnings on funds awaiting planned use.

Capital Projects is CSX funding received for the Fayette St. bridge replacement and the increase is the funding for the Cumberland St. bridge design.

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

GOB 21 is the FY21 general obligation bond issuance restricted for scheduled capital projects and equipment.

Capital Projects and Associated Debt:

The tables below illustrate undrawn Maryland CDA bond proceeds and unused general obligation bond proceeds (GOB21) as well as the accumulated debt and grant proceeds for the Decatur Street waterline and the Combined Sewer Overflow (CSO) projects.

Available Bond Proceeds

	4/1/2023	Increase	Utilization	4/30/2023
CDA 2019	\$ 694,294	\$ -	\$ 3,772	\$ 690,522
CDA 2021	5,271,362	-	72,565	5,198,797
CDA 2023	3,191,938	4,078,614	-	4,078,614
GOB 21	1,841,211	-	14,821	1,826,390
	\$ 10,998,804	\$ 4,078,614	\$ 91,157	\$ 11,794,323

Decatur Street Project

	4/1/2023	Increase	Utilization	4/30/2023
MWQFA Series 2022A	\$ 446,513	\$ -	\$ -	\$ 446,513
MWQFA Series 2022B	180,276	-	-	180,276
Decatur Street Grants	352,277	-	-	352,277
	\$ 979,066	\$ -	\$ -	\$ 979,066

CSO Projects

	4/1/2023	Increase	Utilization	4/30/2023
Evitts Creek Phase 3 Debt	\$ 2,297,851	\$ -	\$ -	\$ 2,297,851
Evitts Creek Phase 3 Grant	5,418,560	-	-	5,418,560
Evitts Creek Phase 4 Debt	3,550,900	-	-	3,550,900
Grit Removal and UV Disinfection	4,445,000	-	-	4,445,000
78" Pipeline Debt	19,941,232	-	-	19,941,232
78" Pipeline Grant	46,338,060	-	-	46,338,060
	\$ 81,991,603	\$ -	\$ -	\$ 81,991,603

CDA 2019 utilization of \$4K is for engineering fees associated with the Baltimore Street Access project. CDA 2021 utilization of \$73K includes \$28K toward the public safety building exhaust system at fire central station one, \$41K toward the municipal service center pole building, and \$4K toward the McMullen Bridge design. GOB21 utilization of \$23K includes \$23K toward the Baltimore Street bridge replacement; reduced by \$8K interest earned.

Remaining CDA 2019 funding is allocated to SCADA upgrades (\$31K), the Baltimore Street Access project (\$38K), and street paving (\$622K). Remaining CDA 21 funding is primarily allocated to the Baltimore Street Access project (\$1.86M), fuel pump replacement (\$350K), elevator modifications (\$573K), cross connections/hydrants valves (\$361K), Fort Hill reservoir cover replacement (\$587K), paving (\$172K), 5-ton dump truck (\$160K), and Constitution Park general infrastructure (\$150K). Remaining GOB21 funding is primarily allocated to the Baltimore Street bridge replacement (554K), the Baltimore Street Access project (1.2M), and the Cole Street Valve Equipment (\$50K). CDA23 is a new debt issuance as of April 20, 2023 and consists primarily of CPD patrol vehicles (\$275K), ambulance (\$385K), 5-ton dump truck (\$190K), water filtration building design (\$500K), influent screen construction (\$558K), and wastewater plant roof replacements (\$342K).

The Decatur Street waterline project is funded with \$1.0 in grants and \$2.1 million in loans with \$0.5 million of the loan amount being forgivable after 10 years. Construction is complete and administrative closeout is expected to be complete in May 2023.

The following four projects are major upgrades to the combined sewer collection system. Evitts Creek Phase 3 is in the engineering phase with the necessary funding in place. Phase 3 project cost is estimated at \$7.5 million and is funded with \$5.4 million in grants and \$2.3 million in loan with \$1.1 million of the loan amount being forgivable. Phase 3 is on hold pending site access being granted by CSX. Evitts Creek Phase 4 is in the planning phase and has most of the funding in place. Phase 4 project cost is estimated at \$4 million and is funded with \$3.6 million in loan with \$1.5 million of the loan amount being forgivable. A water reclamation facility grit removal and UV disinfection project is in the planning phase with the necessary funding in place. The grit removal and UV disinfection project is projected to begin during FY25 at an estimated cost of \$4.4 million and is funded with \$4.4 million in loan with \$1.5 million of the loan amount being forgivable. The 78" pipeline project is pending Army Corp of Engineers approval and private property easement or acquisition and anticipated to begin construction during FY25 or FY26. The total

estimated project cost is \$67 million and is substantially funded with \$46.3 million in grants and \$20.0 million in loan with \$3.0 million of the loan amount being forgivable.

COVID-19:

Available Funding (as of April 30, 2023)

The City received \$19,595,850 from the American Rescue Plan Act (ARPA). The U.S. Treasury issued guidance providing greater details on the eligible uses and priority of these funds. These are:

- Support public health expenditures
- Address negative economic impacts caused by the public health emergency
- Replace lost public sector revenue
- Provide premium pay for essential workers
- Invest in water, sewer, and broadband infrastructure

Funds available for use:

Purpose	Awarded	Allocation				
		Budgeted	Allocated Interest Earned	Utilized Interest Earned	Utilized ARPA Budget	Remaining
American Rescue Plan Act (ARPA)	\$19,595,850					
Respond to the health emergency						
Community Programs						
DDC Assistance to Small Businesses	\$ 183,500				\$ 46,563	\$ 136,937
Promoting the Community	\$ 33,563				\$ 30,462	\$ 3,101
Amphitheatre and Pavilion 1&2	\$ 174,350		\$ 10,650	\$ -	\$ 106,338	\$ 78,662
Pool Area	\$ 71,250		\$ 92,751	\$ 11,718	\$ 71,250	\$ 81,033
Janes Place for Abused Children	\$ 102,623				\$ 29,230	\$ 73,393
Union Rescue Mission	\$ 749,000				\$ 749,000	\$ -
Community Development Property Improvement	\$ 264,960				\$ 45,624	\$ 219,336
Affordable Housing Assistance	\$ 350,000				\$ -	\$ 350,000
YMCA Bus Replacement	\$ 216,000				\$ 134,151	\$ 81,849
PPE						
General	\$ 44,664				\$ 29,269	\$ 15,396
Facilities and Equipment	\$ 21,336				\$ 21,336	\$ -
Prisoner Processing Improvements	\$ 176,200				\$ -	\$ 176,200
HVAC improvement at City Hall & Public Safety	\$ 1,300,000				\$ 4,950	\$ 1,295,050
Premium Pay	\$ 833,952				\$ 833,952	\$ -
Revenue Loss	\$10,000,000				\$7,074,957	\$ 2,925,043
Infrastructure Investments						
South End Water Main Replacement	\$ 2,000,000				\$ 54,501	\$ 1,945,499
Industrial Blvd Water Main	\$ 2,000,000				\$ -	\$ 2,000,000
Replace 4" Water Lines with 6" (City-Wide)	\$ 1,073,452				\$ 17,068	\$ 1,056,384
Unallocated	\$ 1,000					\$ 1,000
Unallocated Interest Earned						\$ 227,939
Total:	\$19,595,850	\$19,595,850	\$ 103,401	\$ 11,718	\$9,248,650	\$10,666,822

Comptroller's Office
Quarterly Budget Review March 2023
Mark Gandolfi, City Comptroller

General Fund:

The table below illustrates the differences between the Adopted FY23 budget and the unofficial revised budget with an explanation for the most significant variances. The revised FY23 General Fund budget estimates indicate a \$2.4 million increase in unassigned fund balance is expected.

City of Cumberland
FY 2023 Adopted vs Revised Comparison

	Adopted Budget	Revised Budget	Change Fav (Unfav)
Revenues			
Taxes	\$ 13,276,255	\$ 13,288,530	12,275
Licenses & Permits	113,700	118,700	5,000
Intergovernmental	9,537,394	8,751,602	(785,792)
Charges for Services	1,729,840	1,830,684	100,844
Fines, Forfeitures & Interest	31,720	1,044,496	1,012,776
Miscellaneous	1,057,349	1,143,998	86,649
Financing Proceeds	1,179,870	1,067,326	(112,544)
Original Issue Premium	-	138,889	138,889
Interfund Transfers	2,473,409	2,465,523	(7,886)
Total Revenue and other financing sources	29,399,537	29,849,748	450,211
Expenditures			
General Government	2,118,551	2,128,400	(9,849)
Public Safety	13,038,414	15,060,424	(2,022,010)
Public Works	2,883,624	2,803,381	80,243
Recreation	861,734	724,933	136,801
Community Dev & Housing	2,868,141	3,335,619	(467,478)
Debt Service	3,534,384	3,461,497	72,887
Operating Transfers	5,458,491	3,545,205	1,913,286
Total Expenditures and other financing uses	30,763,339	31,059,459	(296,120)
Surplus (Deficit)	\$ (1,363,802)	\$ (1,209,711)	\$ 154,091
(Creation) utilization Restricted/nonspendable fund balance	3,710,556	2,330,328	(1,380,228)
(Creation) utilization Assigned fund balance		1,280,507	1,280,507
Increase in unassigned Fund balance	\$ 2,346,754	\$ 2,401,124	\$ 54,370

Revenue – Overall the revised FY23 revenue estimate is \$450K (1.53%) above the original adopted budget. The overall revenue increase is driven by four main changes in estimates. Actual year-to-date results through March 2023 indicate an improvement in service, interest and miscellaneous revenues and a reduction in intergovernmental revenue. First, charges for services improved by \$100K primarily due to improved ambulance service revenue. Second, the fines, forfeitures & interest revenue estimate experienced a net increase of \$1.0M due to higher interest rates. Third, miscellaneous revenues improved by \$87K primarily due to a greater LGIT Coop healthcare surplus. These revenue increases are partially reduced by an intergovernmental revenue net decrease of \$786K primarily due to reduced ARPA project activity that is delayed to FY24 and is partially offset by improved police protection and income tax revenues.

Expenditures – The revised FY23 expenditure estimate is \$297K above the original adopted budget. This increase is primarily due to increased one-time costs that include:

- \$1.5M for fire and brush trucks and a used ambulance.
- \$180K for police vehicles.
- \$332K for increased workers compensation claim payouts in the Police and Fire Departments for historical claims.
- \$420K disbursement to the CEDC for an economic development program.

Additional expenditure increases include:

- \$74K for fuel in the Police and Fire Departments.
- \$202K Fire Department payroll costs primarily due to an additional 146K overtime and \$44K compensated absences.

- \$192K increase in police department payroll primarily due to promotions, experience level of new hires and new pay scale.
- \$26K in Department 81/Historic Preservation contractual services resulting from a historic preservation plan.
- \$22K in Department 80/Community Development contractual services resulting from a Frederick St. building assessment.

Increases are partially reduced by:

- \$385K ambulance delayed to FY24.
- \$66K prisoner van delayed to FY24.
- \$137K lower personnel expenditures in the Department 78/Parks due to reassignment of positions to Department 56/Street Maintenance.
- \$80K lower public works expenditures primarily due to a mild winter for Department 57/Snow Removal.
- \$73K lower debt service due the timing of new debt issuance.
- \$1.91M fewer transfers out due to the timing of capital projects.

Assigned fund balance - The revised FY23 budget reflects a decrease to the City's assigned fund balance of \$1.3M. This result is due to the utilization of funds for the fire and brush trucks and ambulance.

Unassigned fund balance - The revised FY23 budget reflects an increase to the City's unassigned fund balance of \$2.4M. This result is the net effect of the above discussion.

The table below depicts the General Fund FY23 budget status through March 31, 2023 and its comparison to the prior year.

City of Cumberland
FY 2023 Comparison to FY 2022 General Fund

	FY 2023			FY 2022		
	YTD Thru March 31	Adopted Budget	%age	YTD Thru March 31	Adopted Budget	%age
Revenues						
Taxes	\$ 12,764,191	\$ 13,276,255	96.1%	\$ 12,745,043	\$ 12,611,449	101.1%
Licenses & Permits	41,896	113,700	36.8%	51,612	102,700	50.3%
Intergovernmental	6,587,969	9,537,394	69.1%	5,693,020	3,625,797	157.0%
Charges for Services	1,207,878	1,729,840	69.8%	1,177,847	1,624,700	72.5%
Fines, Forfeitures & Interest	690,273	31,720	2176.1%	31,829	40,400	78.8%
Miscellaneous	946,360	1,057,349	89.5%	956,688	1,254,100	76.3%
Financing Proceeds	-	1,179,870	0.0%	4,813,592	4,718,304	102.0%
Interfund Transfers	2,465,523	2,473,409	99.7%	2,496,686	2,546,849	98.0%
Total Revenue and other financing sources	24,704,089	29,399,537	84.0%	27,966,316	26,524,299	105.4%
Expenditures						
General Government	1,466,436	2,118,551	69.2%	1,585,888	1,776,048	89.3%
Public Safety	10,176,546	13,038,414	78.1%	10,732,213	13,678,259	78.5%
Public Works	1,993,317	2,883,624	69.1%	1,683,830	2,737,782	61.5%
Recreation	554,773	861,734	64.4%	595,293	878,527	67.8%
Community Dev & Housing	2,415,353	2,868,141	84.2%	1,137,056	1,373,059	82.8%
Debt Service	1,557,247	3,534,384	44.1%	1,786,521	3,179,707	56.2%
Operating Transfers	482,408	5,458,491	8.8%	136,310	4,498,922	3.0%
Total Expenditures and other financing uses	18,646,079	30,763,339	60.6%	17,657,110	28,122,304	62.8%
Surplus (Deficit)	\$ 6,058,011	\$ (1,363,802)		\$ 10,309,206	\$ (1,598,005)	
(Creation) utilization Restricted/nonspendable fund balance	-	3,710,556		-	1,599,047	
(Creation) or utilization Assigned fund balance	-	-		-	-	
Increase (Decrease) in unassigned Fund balance	\$ 6,058,011	\$ 2,346,754		\$ 10,309,206	\$ 1,042	

We are not overly concerned about any of the actual to budget or actual to prior year variances at this point, but we are noting the following in FY23 when compared to FY22:

Revenue

- Tax revenue is up \$19K compared to the same period last year.
 - Property tax revenue is up by \$90K.
 - Personal property corporate personal tax revenue is up by \$7K.
 - Hotel/Motel Tax is up by \$22K.
 - Property tax credits increased year-over-year by \$80K (\$18K CPD).
 - Enterprise Zone reimbursement declined by \$15K.
 - Personal property local tax revenue is down by \$5K.
- Intergovernmental revenue is greater by \$895K primarily due to FY23 non-recurring revenue for ARPA projects, greater MORE COPS grant revenue, police protection revenue, and income tax revenue.
 - ARPA revenue is \$449K greater.
 - Police protection revenue is \$192K greater.
 - More COPS revenue is \$152K greater.
 - Income tax revenue is \$120K greater.
- Service revenue is \$30K greater primarily due to ambulance service and vehicle maintenance revenues.
- Fines, Forfeitures & Interest revenue is \$658K greater due to higher interest rates.
- Financing proceeds – new FY23 debt issuance closed on April 20, 2023.
- Interfund transfers –Sewer Fund PILOT is down by \$34K over the prior year due to reduced net book value resulting from an additional year of depreciation. New asset additions during FY22 did not exceed the value of depreciation.

Expenditures

- General government expenditures are lower in FY23 than during the same period last year by \$119K. This reduction is due to timing differences of capital expenditures and non-recurring FY22 expenditures such as ARPA premium pay, workers compensation claims and forgiveness of business loans.
 - Department 32/City Hall – non-recurring FY22 camera system upgrades and forgiveness of business loans made with CARES Act funding.
 - Department 68/Central Services – FY22 non-recurring workers compensation claims.
 - Department 71/Municipal Service Center – non-recurring FY22 camera system upgrades.
- Public Safety is lower by \$556K in FY23 over FY22 primarily due to FY22's \$1.3M capital purchase in the Department 43/Fire Department; partially reduced by FY23 Department 40/Police and Department 43/Fire increased workers' compensation costs and timing differences among Department 40/Police capital purchases.
- Public Works expenditures are higher by \$310K primarily due to timing differences of capital expenditures and increased personnel costs in Department 56/Street Maintenance.
- Community and economic development expenditures are up by \$1.3M primarily due to three, one-time expenditures.
 - Union Rescue Mission \$749K ARPA project.
 - Jane's Place and YMCA \$147K ARPA sub-recipient disbursements.
 - CEDC \$420K project disbursement.

- Debt Service is \$229K lower over the prior year due to the timing of principal and interest payments among quarters 3 and 4 in FY22 and FY23, GOB 13 Tax Exempt having been paid in full during FY22, and FY22 including closing costs for debt issuance.
- Operating transfer expenditures are higher in FY23 compared to FY22 due to the general fund capital project activity level and the timing of debt draws.

Health Care Claims Analysis

The table below compares our FY23 health care plan status to FY22. The claims status can fluctuate widely from month to month. It is something we monitor closely, but the earlier in the year the less concerned we are about variances. Key points are as follows:

- Through March 31st, we have a \$602K surplus compared to \$445K in FY22 and a performance ratio of 89.56% compared to 97.41% in FY22.
- A key figure to watch is our performance ratio. The annual rates are established by estimating claims and adding a 15% “corridor” as a cushion for overages. A performance ratio of 100% indicates that we are at the expected claims rate.
- Members of the group pledge a “cross-share” that can be used to cover deficits of other members.
- Our “potential refund” is the balance after cross share which is the surplus less any anticipated cross-share.

Month	Total Deposits	Reinsurance		Net Monthly Claims	CIGNA Refunds	Surplus (Deficit)	Performance Ratio	Pledged Cross		Anticipated Cross Share Needed	Balance After Cross Share
		Received	Pending					%age	Dollars		
Mar-23	2,858,431	50,221	98,393	2,409,741	35,002	632,307	89.56%	10.0%	(63,231)	(30,726)	601,581
Mar-22	2,932,781	459,875	5,178	3,011,092	61,972	448,714	97.41%	10.0%	(44,871)	(3,818)	444,896

Respectfully submitted,

Jeffrey F. Silka
City Administrator

sln

File Attachments for Item:

. Maintenance Division monthly report for April 2023

MAINTENANCE DIVISION REPORT
April 2023

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

Central Services Report

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

- **POTHOLES AND COMPLAINTS**
 - Patched potholes on 32 Streets and 6 alleys using 29 tons of asphalt.
 - Completed permanent street repairs using 10 tons of asphalt.
- **UTILITY HOLES**
 - Completed 9 water utility holes using 5 cubic yards of concrete and 57 tons of asphalt.
- **TREE & BRUSH WORK**
 - Removed 11 trees and pruned 32 trees.
 - Resolved and/or addressed 35 complaints/tree issues
 - Removed 6 stumps in the Constitution Park.
 - Planted 8 Yoshino Cherry Trees and 2 Dogwoods.
- **STREET CLEANING OPERATIONS**
 - Performed street sweeping on 269 lane miles, collecting 20 loads of debris.
 - Hauled 19 tons of street debris to the landfill.
- **SIGN WORK**
 - Repaired/Installed 6 Traffic Control Signs.
 - Repaired/Installed 1 Street Name Sign.
 - Repaired/Installed/Removed 2 Handicapped Signs.
- **MISCELLANEOUS**
 - Completed 60 Work Orders.
 - Cleaned Underpass, McMullen Bridge, Washington St Bridge, Fayette St. Bridge, Cumberland St. Bridge 4 times.
 - Conducted monthly safety meeting and continued training newer employees.
 - Set out Traffic Control for 3 events.
 - Picked up salt barrels, cleaned and stored for winter.

STREET MAINTENANCE - APRIL 2023		4/3-4/7	4/10-4/14	4/17-4/21	4/24-4/28	TOTAL
SERVICE REQUEST COMPLETED		12	21	16	11	60
PAVING PERFORMED	Tons					0
CONCRETE WORK	Cy					0
UTILITY HOLES REPAIRED	Water	2	2	2	3	9
	Sewer					0
	Cy	3.00		2.00		5
	Tons		17.5	8.0	31.0	57
POTHOLE FILLING	Streets	4	8	13	7	32
	Alleys	1	3	1	1	6
	Days					0
	Cold Mix					0
	Tons	5.0	9.0	8.0	6.5	29
PERMANENT PATCH	Cy					0
	Tons	4	6			10
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED		6				6
STREET NAME SIGNS REPAIRED/INSTALLED					1	1
HANDICAPPED SIGNS	Repaired					0
	Installed	1			1	2
	Removed					0
CURB PAINTING PERFORMED	Blue				1	1
	Yellow					0
	Red	1			1	2
PAVEMENT MARKINGS INSTALLED	No.					0
STREET CLEANING	Loads	3		11	6	20
	Miles	69		200		269
SWEEPER DUMPS HAULED TO LANDFILL	Tons			10.52	8.48	19
STREET MILLING	Days					0
CLEANED BALTIMORE ST. UNDERPASS	Days	1	1	1	1	4
TRAFFIC CONTROL	Events	2		1		3
SNOW REMOVAL	Days					0
CLEAN TRUCKS	Days					0
SHOVEL & SALT SIDEWALKS	Days					0
BRUSH REMOVAL/TREE WORK	Areas					0
CHECK DRAINS/CLEAR DEBRIS	Days					0
LEAF PICK-UP	Loads					0
CLEAN UP WASH & DEBRIS	Days				1	1
Park & Rec Trash Pick Up	Days	2	2	4	1	9
Lined Football Fields	Days					
DDC Trash Pick Up	Days					0

**PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
APRIL 2023**

- Constitution Park, Mason's Complex and Area Parklets
 - Cleaned up garbage 9 times.

- Parks & Parklets Mowing
 - Parklets
 - Mowed 8 days
 - Park
 - Mowed 3 days
 - Mason Sports Complex
 - Mowed 8 days

- Ball Fields
 - Flynn Field
 - Mowed 6 times
 - Drug 2 times
 - Lined 1 time
 - Northcraft Softball Field
 - Mowed 4 times
 - Drug 2 times
 - Nonneman Softball Field
 - Mowed 4 times
 - Drug 2 times
 - Cavanaugh Field
 - Mowed 6 times
 - Drug 3 times
 - Spiked 1 time
 - Abrams Field
 - Mowed 2 times
 - Drug 1 times
 - Spiked 1 time

- Long Field
 - Mowed 2 times
 - Drug 2 times
 - Spiked 1 time
- JC Field
 - Mowed 4 times
 - Drug 3 times
 - Spiked 1 time
- Galaxy Field
 - Mowed 3 times
- Miscellaneous Work
 - Turned water on at all locations.
 - Began painting concrete tables in the Park.
 - Trained and used new infield grooming machine.
 - Worked at location below BMX Track to allow them to move their fence.
 - Paved at the Mason Sports Complex.

**FLEET MAINTENANCE
MONTHLY REPORT
APRIL 2023**

DEPARTMENT	REPAIRS
Central Services	3
Community Development	3
DDC	0
Engineering	2
Fire	7
Fleet Maintenance	4
Flood	1
MPA	1
P & R Maintenance	13
Police	32
Public Works	0
Sewer	4
Snow Removal	9
Street Maintenance	19
Water Distribution	13
WFP	0
WWTP	3
In House Fleet Maintenance Projects	18
Scheduled Preventative Maintenance	25
Field Service Calls	5
Total Fleet Maintenance Projects	162
Total Repair Orders Submitted	23
Fleet Maintenance Risk Management Claims	1

**CENTRAL SERVICES
MONTHLY REPORT
APRIL 2023**

- **City Hall:** Second floor fax not communicating for the IT Department. Bleed the air from the cooling system after the change over from heat to cooling. Washed down all the HVAC units. Changed the light around the building to blue for the month.
- **Municipal Service Center:** Greased the main gate and adjusted the chain. Installed the lights in the new building and powered the three garage door openers. Washed down all the HVAC units.
- **Public Safety Building:** Pulled a new cat 6 data cable to the Deputy Chief's office on the 2nd floor Fire Department to the second floor IT room. Repair the PA system in the Fire Department 2nd floor PSB, one speaker not working and a buzzing in the other ones. Reset the chiller because it was cold at night and locked out. Help the elevator contractor with the fire alarm system. Installed a new cloth dryer Fire Department second floor. Replaced the cat 6 data cable to the third floor Engineering Department fax machine for the IT Department. Washed down all the HVAC units. Removed the directory sign in the first floor lobby. Installed the rubber floor in the processing room around the bench.
- **Fire Stations #2:** Shut the boiler off for the summer. Checked the garage door to make sure operating correct. Washed down all the HVAC units.
- **Fire Station #3:** Check the building twice a month to make no water leaks and shut the boiler off for the summer.
- **Canadian Hose House:** Check the Building twice a month to make sure there are no water leaks and shut the boiler off for the summer.
- **Downtown Area & Mall:** Removed the crosswalk pole at the corner of Mechanic St and Baltimore St for the contractor.
- **Traffic and Street Lights:** Monthly routine preventive maintenance on the 21 traffic control cabinets. Reported 15 street light to the power company to repair. Put the traffic lights in flash at Green St and Johnson St for NPL replacing the gas lines. Repaired the crosswalk button at the corner of Queen City Dr. and Baltimore St was hit and knocked over.

- **Parks areas:** Repaired the duck pond pump for the Park. Power the VFD up at the wading pool at the Park after the power had been off from the new deck construction to let it charge overnight before testing it. Checking the motor rotation at the baby pool pump building after the power feed was replaced because of the construction of the new deck. Started opening all the bathrooms at the park. Started on the guard shack front porch repairs and the soffit and metal roof. Upgrading the electrical service to the guard shack. Washed down all the HVAC units. Worked on the door at Jaycee restrooms.
- **Sewer Department:** Repaired the cable on the new sewer camera truck, had a bad spot in it.
- Load tested generators. April 27, 2023
- Monthly Safety Meeting – April 19, 2023
- PM's on all the pumps and motors at PSB, City Hall and MSC

File Attachments for Item:

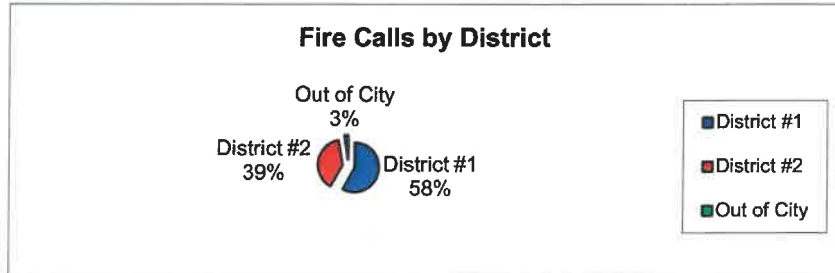
. Fire Department monthly report for April 2023

REPORT OF THE FIRE CHIEF FOR THE MONTH OF APRIL, 2023
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 117 Fire Alarms:

Responses by District:

District #1	68
District #2	46
Out of City	3
	<u>117</u>



Number of Alarms:

First Alarms Answered	116
Working Alarms Answered	1
	<u>117</u>

Calls Listed Below:

Property Use:

Public Assembly	4
Educational	1
Institutional	5
Residential	53
Basic Industry/Utility	2
Manufacturing	1
Storage	1
Stores and Offices	7
Special Properties	43
	<u>117</u>

Type of Situation:

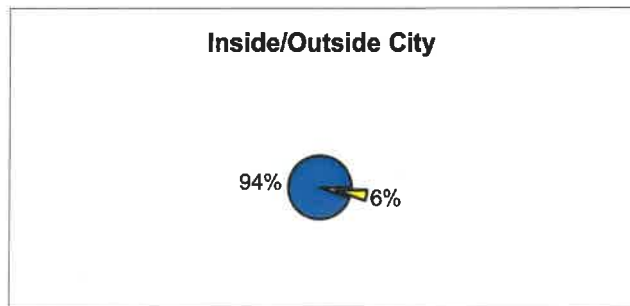
Fire or Explosion	11
Overpressure, Rupture	0
Rescue Calls	54
Hazardous Conditions	9
Service Calls	5
Good Intent Calls	20
False Calls	18
	<u>117</u>

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in April:	\$0.00
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid Fiscal Year to Date:	\$10,900.00
Fire Service Fees for Fire Calls Paid in April:	\$450.00
Fiscal Year Fees Paid in Fiscal Year:	\$3,200.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$3,340.00

Fire Service Fees for Inspections and Permits Billed in April:	\$250.00
Fire Service Fees for Inspections and Permits Paid in April:	\$250.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$2,350.00

Cumberland Fire Department Responded to 506 Emergency Medical Calls:

In City Calls	477
Out of City Calls	29
Total	<u>506</u>



Total Ambulance Fees Billed by Medical Claim-Aid in April:	\$134,278.68
Ambulance Fees Billed Fiscal Year to Date:	\$1,546,568.30
Ambulance Fees Paid:	
Revenue Paid in April:	\$156,918.88
FY2023 Ambulance Fees Paid in FY2023:	\$977,784.81
Total Ambulance Fees Paid in F FY2023:	\$1,171,251.02
(All ambulance fees, current and previous fiscal years, paid in FY2023.)	

Cumberland Fire Department provided 21 Mutual Aid Calls:

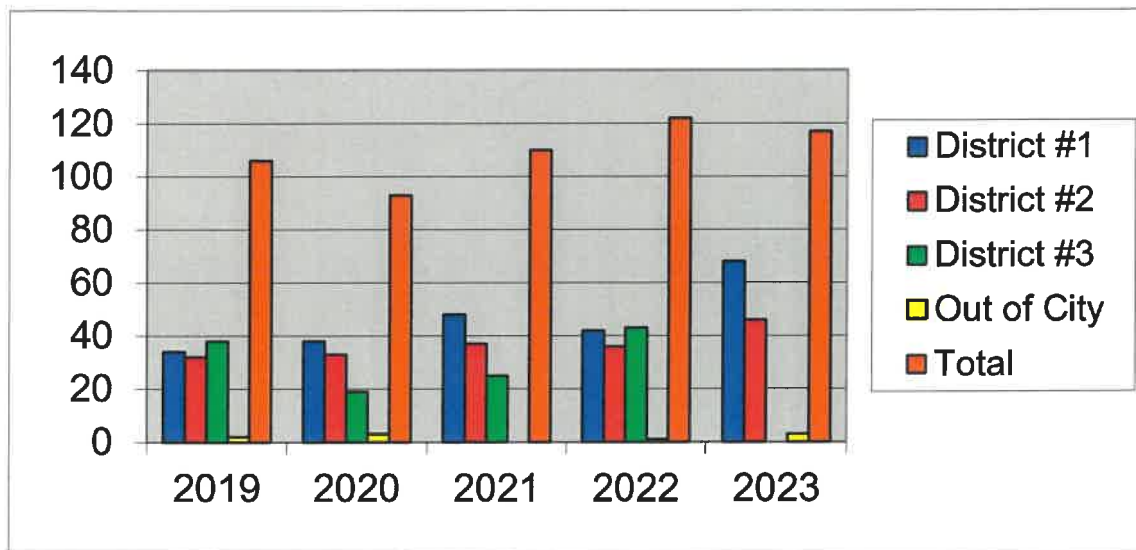
15 Mutual Aid calls inside Allegany County	
6 Mutual Aid calls outside of Allegany County	
<u>21</u>	
Bowman's Addition VFD	6
Cresaptown VFD	4
Flintstone VFD	5
	<u>15</u>
Cumberland Valley EMS, PA	1
Ridgeley VFD, WV	5
	<u>21</u>

Cumberland Fire Department provided 8 Paramedic Assist Calls:

0 Paramedic Assist calls inside Allegany County	
8 Paramedic Assist calls outside of Allegany County	
<u>8</u>	
Fort Ashby VFD, WV	2
Ridgeley VFD, WV	2
Wiley Ford VFD, WV	3
Springfield Area Rescue, WV	1
	<u>8</u>

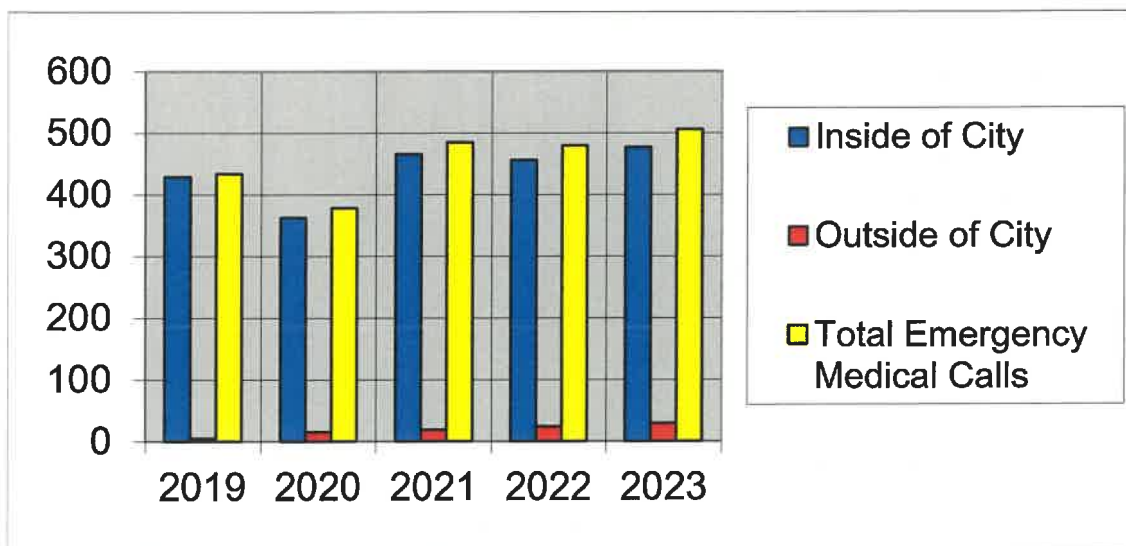
Fire Calls in the Month of April for a Five-Year Period

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
District #1	34	38	48	42	68
District #2	32	33	37	36	46
District #3	38	19	25	43	0
Out of City	2	3	0	1	3
Total	106	93	110	122	117



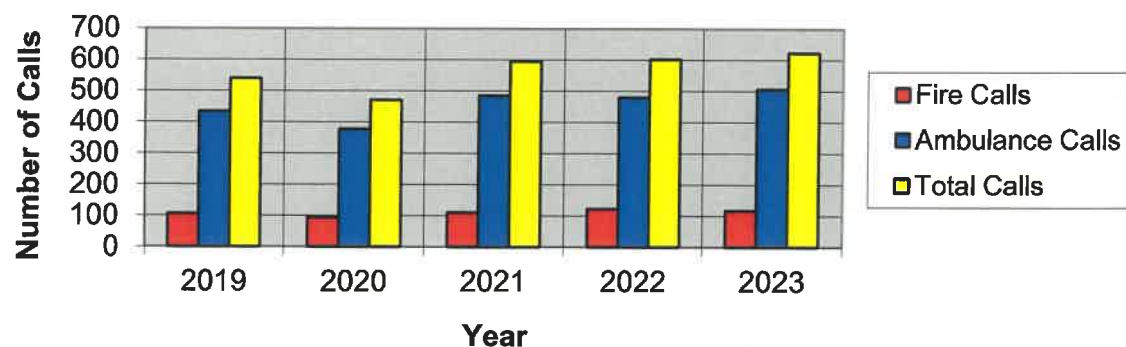
Ambulance Calls in the Month of April for a Five-Year Period

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Inside of City	429	363	466	456	477
Outside of City	5	15	19	24	29
Total Emergency Medical Calls	434	378	485	480	506



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

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Fire Calls	106	93	110	122	117
Ambulance Calls	434	378	485	480	506
Total Calls	540	471	595	602	623



Training

Training Man Hours: **795.25**

Training Listed Below:

Aerial Operations

Stair Chair

EMS Lifting and Patient Removal

Apparatus Checks

Fit Testing

Hydrant Operations

SCBA

Ropes and Rigging

Small Tools

Pharmacology Drug Boxes

EMT-B Class Refresher

Paramedic Refresher

Lithium Battery Incidents

Fire Prevention Bureau

Investigations Conducted	5
Inspections Performed	10
Conferences Held	10
Complaints Received	2
Correspondence Written	52
Plans Reviews	3
Public Education	2
Plan Reviews	3

Personnel

Probationary Firefighter Joshua H. Hersh resigned effective April 4, 2023.

Probationary Firefighter/Paramedic Seth A. Beeghly was hired on April 10, 2023.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

File Attachments for Item:

. Police Department monthly report for April 2023



City of Cumberland Department of Police

Monthly Report
April 2023



City of Cumberland Department of Police

Monthly Report

April 2023

Part 1 Crimes for the Month

	2022	2023		2022	2023		2022	2023		2022	2023
Aggravated Assaults	4	2	B & E (All)	11	10	Murder	0	0	Rape	1	2
Robbery	2	0	Theft - Felony	1	1	Theft - Vehicle	4	2			

Selected Criminal Complaints for the Month

	2022	2023		2022	2023		2022	2023		2022	2023
Theft - Misdemeanor	17	18	Theft - Petty	26	27	Domestic Assaults	10	20	CDS	32	35
Disturbances	132	137	DOP/Vandalism	9	28	Indecent Exposure	0	1	Sex Off - Other	1	2
Suicide	1	0	Suicide - Attmpt.	0	1	Tampering M/V	0	0	Abuse - Child	4	1
Trespassing	24	36	Assault on Police	5	3	Assault Other	37	24			

Selected Miscellenous Incidents for the Month

	2022	2023		2022	2023		2022	2023		2022	2023
Alcohol Volations	4	2	Juvenile Compl.	20	20	Missing Persons	4	4	School Resource	183	107
School Threat	0	0	Sex Off. Regist.	4	3	Truancy	0	0	Death Investigation	2	9

Selected Traffic Incidents for the Month

	2022	2023		2022	2023		2022	2023		2022	2023
DWI	18	12	Hit & Run	16	23	M/V Crash	70	56	Traffic Stop	377	342

Selected Service Calls for the Month

	2022	2023		2022	2023		2022	2023		2022	2023
Alarms	74	30	Assist Motorist	24	31	Check Well-Being	117	152	Foot Patrol	77	135
Assist Other Agency	75	91	Bike Patrol	9	3	Special Events	5	9	Suspicious Activity	91	72

Current Incident Status for the Month

	2022	2023		2022	2023		2022	2023		2022	2023
Open	28	112	Arrest	262	244	Closed	2130	2189	Suspended	43	57



City of Cumberland Department of Police

Monthly Report

April 2023

Arrests Totals for the Month

	2022	2023		2022	2023		2022	2023		2022	2023
M/V Citations	41	37	M/V SERO	6	1	M/V Warnings	318	302	Arrest on View Adult	41	46
Arrest On Crim. Cit.	17	22	Arrest Summons	18	25	Arrest Warrant Adult	69	61	Adult Crim.	152	158
Arrest Summon (Chrg)	15	23	Arrest Warrant (Chrg)	13	14	Juvenile Crim.	13	12	Arrest on View Juv	13	9
Arrest Warrant JUV	0	0	Emer. Petition	40	47	Fingerprinting	4	1	RunAway & Miss Per.	3	5
Civil Citation	6	7									

Total Incidents Reported :

2022	2023
2,463	2,602

Chuck Ternent - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

April 2023

SWORN PERSONNEL: 51 SWON OFFICERS

Administration	6 officers
Squad D1	8 officers
Squad N1	8 officers
Squad D2	8 officers
Squad N2	7 officers
C3I/C3IN	5 officers
School Resource	2 officers
Academy	7 recruits
Medical/Modified Duty	0 officers

CIVILIAN EMPLOYEES: 7 full time, 8 part time

CPD Office Associate	1 full time
CPD Records Clerk	1 full time
CPD Records Clerk	0 part time OPEN
MCIN 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**
C3I Office Associate	1 full time
C3I Office Associate	1 part time**
MPA Supervisor	1 part time
Parking Meter Supervisor	1 full time
Parking Enforcement	2 part time
Code Enforcement	2 part time

*=Grant funded

**=Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 577

COMP TIME USED: 163

SICK TIME USED: 172

YEAR TO DATE (beginning 07/01/22): 7,568

YEAR TO DATE (beginning 07/01/22): 1,304.25

YEAR TO DATE (beginning 07/01/22): 2,002.25

OVERTIME REPORT

OVERTIME WORKED: 87

HOSPITAL SECURITY: 55.5

COURT TIME WORKED: 224

YEAR TO DATE (beginning 07/01/22): 1,702.75

YEAR TO DATE (beginning 07/01/22): 616

YEAR TO DATE (beginning 07/01/22): 3,433.5

File Attachments for Item:

. Utilities Division Flood/Water/Sewer monthly reports for March and April 2023

Utilities Division Activity Report for March 23 WATER

REQUEST	W/E 3/10/23	W/E 3/17/23	W/E 3/24/23	W/E 3/31/23	MONTHLY TOTALS
Service Technicians					
NON READS	14	36	28	32	110
FINAL READS/TURN ONS/SHUT OFFS & DEMOS	2	1		1	4
LEAK INVESTIGATIONS/turn off-on	10	10	7	16	43
METER/STOP INVESTIGATIONS	12	4	10	8	34
REPAIR WIRING/GET READING			1		1
ORANGE TAG FOR REPAIRS	1	1	7		9
RED/PINK TAG FOR SHUT OFF					0
TURN WATER ON	61	36	51	28	176
NONPMT/BAD CK/AGREE SHUT OFFS	49	35	51	27	162
SUSPENDED ACCTS - RECHECKS	50	2	39	23	114
REPLACE/REPAIR METER/LID/VALVE					0
SVC SEPARATIONS/INVESTIGATIONS					0
INSTALL COUPLERS/PLUGS/LOCKS					0
NEW METER - Residential	5	1	2		8
METER FIELD TESTS - Residential					0
METER TESTS - Industrial					0
NEW METER - Industrial					0
HYDRANTS FLUSHED					0
PRESSURE CHECK/NO WATER/DIRTY WATER				1	1
MOVE METERS OUTSIDE	3	3		4	10
SP Change Outs/Repairs/Reactivates/Move	7	8	2	6	23
Replace/Reattach smartpoint antenna					0
INSULATE METER BOXES					0
FREEZE UPS-LEAKS/METERS & LINES					0
CCP - BACKFLOW/RETRO	3	3		4	10
HYDRANT/IRRIGATION METER					0
Total					705
Pipe Technicians					
LINE LOCATOR	221	142	158	164	685
TAPS SERVICED	3	3	4	3	13
LEAKS REPAIRED	2	2	2	3	9
MAINLINE - MASON COMPLEX	21	3			24
ABANDONED SVC-MD AVE & 102 ALTAMONT	3				3
INVESTIGATED LEAK @ PARK	3				3
TAGGED N MECH FOR VALVE REPLACEMENT	4				4
REPLACED 6" VALVE - N MECH ST	7				7
MATERIALS PREP FOR N MECH VALVE	3				3
CLEANED WAREHOUSE	5	3	2	3	13
CINTAS -TURNED WATER OFF/ON FOR REPAIR	3				3
12 E SECOND ST - RAISED METER BOX	2				2
N MECH - COLD MIXED HOLE	2				2
CLEANED UP - FRANTZ LN	2				2
RIVERSIDE - WATER ON @ BATHROOM		2			2
RIVERSIDE - TURNED ON NEW 2" & FLUSHED		2			2
RIVERSIDE - PUT DOWN SEED & STRAW		4			4
CLEANED LOADER		3			3
PUT TOGETHER NEW STORAGE CABINETS		3			3
FRATNZ LN - INVESTIGATED LEAK			3		3
12826 BEDFORD RD - INVESTIGATED LEAK			3		3
207 GREENE - SET BX & METER FOR NPL			2		2
107 ALTAMONT - REMOVED METER & EP			2		2
816 BUCKINGHAM - TURNED OFF/ON - LEAK			2		2
BALTIMORE ST - MET W/ BELT ABOUT LINE			2		2
LOCATED VALVE BX - BEDFORD/HARVESTER			3		3
BALT ST BRIDGE - VALVES NOT WORKING				12	12
BALT/GREENE -SHUT DOWN 24"/CUT IN NEW 20"				6	6
BALT/GREENE -TURNED VALVES IN/FLUSHED				3	3
CLEANED UP PIPE YARD/HAULED AWAY JUNK				3	3
					0

Watershed

Hauled shale from Pea Vine Run Rd to park dump site (several days)
--

Graded & benched dump site (several days)

Removed downed tree at old dump site

Moved concrete, dirt, blacktop at new dump site

Removed downed tree at emergency access road at dam

Refueled excavator

Hauled D-5 dozer to warehouse - broken down

New fill site - seed, straw & mulch

Sharpened chainsaws

Cleaned tools on #379

Riverside Complex - Graded/backfilled/hailed mud (several days)

Riverside Complex - landscaped (several days)

Hauled equipment

Poured & finished concrete for vault box - new fill site @ park

Replaced hydraulic line on dozer

Refueled equipment

Greased & cleaned Case Rental Dozer

Cleaned & adjusted tracks on 392

Moved excavator from Pea Vine Run to park

Removed trees & brush

715 Lincoln - Meter Box

Assisted crews - Baltimore @ Greene

Burned brush

Met with engineering about GPS locations

Projects

Projects

0

GRAND TOTAL

1533

March 2023 Monthly Report

FLOOD MAINTENANCE

Test run pumps and run gates

Run gate operators

Check sewage regulators

Safety meeting

Run Greene St. pump

Clean bullpen

Clean all storm drains

Cut tree on Rt. 28 levee

Mowed Rt. 28 ditch, west levee ditch, parklets, Moose, Kelly Blvd, Narrows, Furlows, Dentist Office,

Viaduct, Bull Pen, Mill Race

Perform other maintenance work as required

SEWER BRANCH

Calls answered	10
Service lines opened	1
Owner's trouble	9
Traced lines/main	399
Mains Repairs/ Replace	5
Sewer taps installed/replaced	0
Cleaned catch basins	8
Cleanouts installed	0
Televised sewer mains	4 mains
Televised sewer lines	3 service lines
Call outs/ overtime	10 callouts/ 23.5 hours overtime
Weekly check of overflows, pits	4

Catch basin repair/rebuild	1
Flushed mains	2,555 Feet
Gallons of water used	8,000 Gals.
605 Vac-con truck	3,000 Gals.
608 Flush truck	5,000 Gals.

Safety meeting

N Centre St. repaired catch basin
 303 Industrial Blvd. repaired sewer main
 Prospect Sq. @ Johnson St. repaired storm main
 171 N Centre St. repaired storm main
 125 Fayette St. repaired sewer service line
 James St. camera and flush sewer main
 12 W Roberts St. camera sewer main to locate tap
 Camera main and lateral to locate Blockage in service line
 Cumberland St. Camera and flush service line for roots

815 Manns Terr. Inspect storm line and catch basin for repairs

Mechanic St. flush CSO site
 Flushed Emily St, Bedford St., 303 W. Industrial Blvd., 1101 Holland St.
 303 Oldtown Rd. sewer mains
 Flushed sewer lines at service center
 Cleaned service center storm drains
 Cleaned scum wells (WWTP)
 Cleaned grinder pump at balls fields
 Hydro 3 sites (sewer)
 Hydro 5 sites (water)
 Hydro 1 site (WWTP)

[illegible][illegible]

Watershed	
1	2

[illegible]

Projects	
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Projects					0
GRAND TOTAL					1392

April 2023 Monthly Report

FLOOD MAINTENANCE

Test run pumps and run gates

Run gate operators

Check sewage regulators

Safety meeting

Run Greene St. pump

Clean bullpen

Clean all storm drains

Mowed Rt. 28 ditch, west levee ditch, parklets, Moose, Kelly Blvd, Narrows, Furlows, Dentist Office,

Viaduct, Bull Pen, Mill Race

Perform other maintenance work as required

SEWER BRANCH

Calls answered	1
Service lines opened	0
Owner's trouble	1
Traced lines/main	467
Mains Repairs/ Replace	4
Sewer taps installed/replaced	0
Cleaned catch basins	6
Cleanouts installed	2
Televised sewer mains	4 mains
Televised sewer lines	3 service lines
Call outs/ overtime	10 callouts/ 13.5 hours overtime
Weekly check of overflows, pits	4
Catch basin repair/rebuild	0

Flushed mains	2,065 Feet
Gallons of water used	7,500 Gals.
605 Vac-con truck	2,500 Gals.
608 Flush truck	5,000 Gals.

Safety meeting

505 Cumberland St. removed trap added C/O
 801 Mann Terr. Repaired storm pipe
 125 Fayette Ave. repaired sewer main
 129 Greene St. repaired 12" sewer main added C/O
 132 Bedford St. repaired 8" sewer main added C/O
 727 Sylvan Ave. repaired C/O
 Baltimore St. Bridge camera and locate storm lines
 312 South St. camera main and service line to locate sewer issue
 Johnson St. camera and make repairs as needed
 Greene St. @ Smallwood Flushed sewer main
 Cleaned storm drains at service center
 cleaned sewer manholes at service center
 124 Oak St. camera main and service line to find sewer problem
 WWTP clean bar screen pit
 Hydro 3 sites (sewer)
 Hydro 4 sites (water)

File Attachments for Item:

1. Approval of the Work and Regular Session Minutes of May 2, 2023



Mayor and City Council of Cumberland

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

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

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, May 2, 2023, 4:00 p.m.

PRESENT: Mayor Raymond M. Morriss; Council Members: Richard Cioni, Eugene Frazier, Jimmy Furstenberg; Laurie Marchini was absent.

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Ken Tressler, Director of Administrative Services; Mark Gandolfi, Comptroller; Ruth Davis-Rogers, Historic Planner/Preservation Coordinator; Chuck Ternent, Police Chief; Shannon Adams, Fire Chief; Representatives from The Lakota Group

Media: Teresa McMinn, Cumberland Times-News

Kathy Cornwell, WCBC Radio

I. LAKOTA GROUP

Ruth Davis-Rogers introduced the Lakota Group: Nick Kalogeresis, Associate Principal; Doug Kari, Senior Associate; and Josh Bloom, Economic Development and Revitalization. Each member spoke about their background and their area of expertise.

Mr. Kalogeresis advised that they will be here all week to engage and work with the community, and said that tomorrow they would hold a public workshop to outline strategies and goals. He asked M&CC how they see the City's preservation going forward, and things they'd like to see happen.

Mayor Morriss spoke about the work being done on Baltimore Street, and stated that the downtown area is the hub of the community, and said history is vitally important. He explained that they have concern for the neighborhoods, to want them to become communities where people want to live. He added that they are also concerned about the economic development side, and of building a community for the future. The Mayor talked about making historic preservation user-

friendly, as well as obtaining grants, and making it a good experience for homeowners. He added that he wants people to know they're going to be helped.

There was discussion about identifying historic places that are not obvious. Mr. Kalogeresis advised that's what they do for a living, and spoke about helping Albany, New York, one of the oldest cities in the US., with issues on a much larger scale. He said the thing about preservation is that it takes longer for success to happen, and talked about leveraging partnerships to educate property owners and provide benefits, tools, incentives, etc., to help them accomplish their goals.

Mr. Kalogeresis explained that preservation should be used to create a place where people want to have a business and live. He said stable neighborhoods are imperative. He talked about taking the fear/mystery out of preservation, saying the more the public understands it, the more buy-in they have. He discussed a yearly event in Dayton, Ohio that builds a festival around a newly rehabbed home, and said it builds awareness and pride in neighborhoods.

Mayor Morriss discussed the Home Rehab Grant Program and Development and Property Improvement Program. He said it's not as successful because contractors are too busy, and stated that these programs could be used to enhance preservation.

Mr. Silka stated that the way he looks at it is that historic preservation needs to be symbiotic with development, and said preservation can't drive everything the City does – there has to be population growth back in the area.

Council Member Furstenberg discussed the DC and Richmond areas, saying he travels a lot, and loves seeing modern homes with the historic mixed in. He explained that Cumberland is in major need of urban and modern buildings, and said it would be great if they can be mixed together. He went on to say that it's too cheap to live in Cumberland – it can't be too expensive – but it should not be so inexpensive, and over time home values need to increase.

Mayor Morriss stated that when US News and World Report states that Cumberland is a cheap place to live, it drives outside investment with no intention of living in the community – buy homes sight-unseen, hire a property manager, and accept a rent so low that it brings people from out of the area. He stated that this is not what Cumberland needs, and said developing a community means raising the standards, and added that people need to be invested in the community. He explained that he thinks now the property managers understand the point he was trying to make, and said the Home Rehab program has helped things to turn around.

Mr. Kalogeresis discussed the age homes need to be to be considered historic, or eligible for historic designation. He said mid-century homes and furniture are in demand now. It was noted that homes built in 1974 are considered new in Cumberland. Mr. Kalogeresis stated that when talking about preservation, you're talking about homes that have a remarkable quality, and said as those things disappear, you regret the losses and that they cannot be replaced. He explained that community is a mix of the best of each era over time.

There was discussion about the amount of federal preservation money available. Mr. Kalogeresis stated that the main pot of money at the federal level funds many activities, and is administered by the National Park Service. He stated that over the last 5 years, funds have gone up, and grant programs are well-funded – it's a good time for preservation.

Mr. Kalogeresis advised that Cumberland's entire downtown is an opportunity, and talked about upper story development. He mentioned 6 national registered historic districts that the City

doesn't deal with because they aren't locally designated. He stated that Decatur, Rolling Mill, and Chapel Hill all have character and potential – places with nice quality housing from the 20's. He also mentioned the White Oaks community being a nice little subdivision from the 50's – 60's. He stated that there is a lot to look at and consider.

Mayor Morriss and Council all thanked the Lakota Group for their time.

II. FY24 BUDGET UPDATES

Mr. Gandolfi provided a PowerPoint presentation and spoke about updates to the FY24 Budget. He gave a list of upcoming important dates:

Tonight:	Constant Yield Public Hearing
May 16 th :	Budget Ordinance First Reading
June 6 th :	Second and Third Reading.
Adoption:	Prior to July 1 st

Mr. Gandolfi advised on changes that were made to the budget, saying that slides 8 and 9 have been added, and said they have further reviewed and edited FY23 and FY24 figures, adding FY25 projections. Mr. Gandolfi touched on the highlights:

- ✚ Assessable Base expected to increase by 2.96%
- ✚ Budget maintains existing tax rate
- ✚ GF budget with \$2.6M unassigned fund balance surplus
- ✚ ARPA projects funds - \$2.3M expended out of \$9.6M
- ✚ In FY24 expect to utilize \$6.6M of ARPA funds
- ✚ 10% increase in trash and water rates. No increase in sewer or property taxes
- ✚ Built-in COLA for union and non-union
- ✚ Staying with same insurance provider

Mr. Gandolfi discussed staffing levels – full and part-time. He went over Capital Expenditures and said there is lots in action in FY24, and said they will continue to pursue grant funding. Mr. Tressler stressed grant funding as well, saying this is one of the most important notes of this presentation. Mr. Gandolfi reviewed the areas where grant funding is most needed.

Next, Mr. Gandolfi discussed GF Balance, saying it requires a \$4.8M cushion. He added that the City's bond rating went from A to A+. He noted that FY23 revenue was revised to \$29.8M, and said FY24 should see \$31.3M. He also mentioned that interest income has a \$100K improvement.

Mr. Gandolfi talked about expenditures, saying the City is looking at a \$450K increase over the revised increase, due to increased staffing, the new wage increase, and utility bills increase. He also talked about the Union Rescue Mission purchase.

There was discussion about how the City would be doing without the ARPA funds. Mr. Gandolfi advised that they could scrub the budget if needed, and said it's in really good shape, with a \$2.6M surplus.

Mr. Gandolfi went into details about the different funds – Proprietary, GF, Water, Sewer, Trash, MPA and DDC, providing information on their stability in FY24. He said that this is a budget M&CC can be proud of – all of us moving in the same direction. He added that it's another good year in FY24.

Mayor Morris thanked Mr. Gandolfi for the presentation, and agreed that there is a critical need for more grant funding for future projects. There was a question about the DDC merging with the Main Street program. Mr. Gandolfi explained that the two won't merge, saying that the DDC operates the Main Street program as an affiliate agency.

III. AGENDA REVIEW – MAY 2, 2023

Mayor Morris went over the public meeting agenda and called for questions or comments. He made a note of mentioning the Public Hearing for property taxes, and reiterated there is no property rate tax increase.

There was discussion on Orders 27235 and 27236 regarding new Constitution Park picnic tables. Mr. Silka clarified that one Order accepts the grant, and the other one purchases the picnic tables.

IV. MAYOR AND CITY COUNCIL UPDATES

Council Member Frazier discussed the HRDC senior prom, saying it was a very nice event.

Council Member Furstenberg advised that he had spoken with Dave Caporale again and asked him to talk to Council about a meeting regarding real estate and how to connect neighborhoods together. He also spoke about the parking rate special of the "first 2 hours free" at the George Street Garage, and said there's no excuse not to fill that up with Friday After Five happening so near to the garage. Mr. Silka advised that they have had 21 new parkers at the garage since the incentive program started. The Mayor mentioned that local business owners and employees are taking some of the parking spaces on the streets, those that customers could have used.

Council Member Cioni advised that the Day of Caring and Sharing is May 19th, and encouraged people to sign up.

Mayor Morris talked about Friday After Five on May 5th. He stated that the event is moving to Mezzo's on Centre Street due to the downtown construction, and asked all to support local businesses. The Mayor also mentioned the Levitt Music Festival at Canal Place on Thursday, June 1st, and said there will be 10 Canal Place Thursday music events throughout the summer to enjoy.

IV. ADJOURNMENT

With no further business at hand, the meeting adjourned at 5:47 p.m.

Respectfully Submitted,

Allison K. Layton
City Clerk

Minutes approved on: _____



Mayor and City Council of Cumberland

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

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

MINUTES

M&CC Public Meeting
City Hall

DATE: May 02, 2023

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

Council Member Richard J. "Rock" Cioni
Council Member Eugene T. Frazier
Council Member James L. Furstenberg
President Raymond M. Morriss

Council Member Laurie P. Marchini was absent

Also Present: Jeffrey F. Silka, City Administrator; Allison K. Layton, City Administrator;
Michael S. Cohen, City Solicitor; Mark Gandolfi, City Comptroller

IV. Approval of Minutes

Motion to approve the Minutes was made by Council Member Frazier, seconded by Council Member Cioni, and was passed on a vote of 4-0.

1. Approval of the Closed Session Minutes of December 20th, 2022, February 7th, March 7th and 21st(B), and April 4th, 2023. The Work Session Minutes of April 11th, and the Work and Regular Session Minutes of April 18, 2023

V. Public Hearings

1. **Public Hearing** - on a Resolution (Annexation Resolution 2023-01 ANNEX) introduced for the purpose of enlarging the corporate boundaries of Mayor and City Council of Cumberland to include land located on the south side of Maryland Route 144 in Allegany County, MD, Election District No. 22, consisting of 8.848 acres +/- and owned by the Ali Ghan Club, Inc.

Mr. Silka explained that this site is next to Love's Travel Stop located by the Ali Ghan Country Club, and said Burgmeier's Hauling wants to develop a transfer station at the site. He said the annexation plan was accepted March 21st and had its first reading. It was submitted to the required departments and he received word there were no issues. Mr. Silka advised that this site is located entirely in Allegany County, will be re-zoned as IG, and is currently served by water and sewer from the City.

Convened: 6:18 p.m.

Adjourned: 6:19 p.m.

2. **Public Hearing** - to receive comment on the City's intent to not adopt the 2023 Constant Yield Tax Rate and to readopt the current real property tax rate of \$1.0595 per \$100 of assessment

Mr. Gandolfi explained the 2023 Constant Yield Rate and advised that the City plans to maintain the existing tax rate that has been in effect for several years.

Convened: 6:19 p.m.

Adjourned: 6:25 p.m.

VI. Public Comments

David Biser, Long Drive, Cumberland, spoke about his home improvements of \$50K, and asked M&CC to go with the lower rate of 1.03 instead of keeping it at 1.05 so that owners who keep their properties up don't get penalized.

Mayor Morriss explained that in the City as a whole, the assessments are too low. He said if homes were at a true market value, the rate the City charges would go down.

All public comments are limited to 5 minutes per person

VII. Unfinished Business

(A) Ordinances

1. **Ordinance 3941** (*2nd and 3rd readings*) - authorizing the transfer of 471 Goethe Street to Justin Lamp for the purchase price of \$250.

SECOND READING: The ordinance was submitted in title only for its second reading. **Motion** to accept the reading and move to the third after comment, was made by Council Member Furstenberg, seconded by Council Member Frazier, and was passed on a vote of 4-0.

Mayor Morriss called for questions or comments. Being none, the ordinance moved to its third reading.

THIRD READING: The ordinance was submitted in title only for its second reading and was approved on a vote of 4-0.

2. **Ordinance 3942** (*2nd and 3rd readings*) - authorizing the transfer of 220 Harrison Street to Linda Deremer for the purchase price of \$5,000.

SECOND READING: The ordinance was submitted in title only for its second reading. **Motion** to accept the reading and move to the third after comment, was made by Council Member Frazier, seconded by Council Member Cioni, and was passed on a vote of 4-0.

Mayor Morriss called for questions or comments. Being none, the ordinance moved to its third reading.

THIRD READING: The ordinance was submitted in title only for its second reading and was approved on a vote of 4-0.

3. **Ordinance 3943** (*2nd and 3rd readings*) - authorizing the transfer of 800 Maryland Avenue to C Corp Leasing for the purchase price of \$100.

SECOND READING: The ordinance was submitted in title only for its second reading. **Motion** to accept the reading and move to the third after comment, was made by Council Member Furstenberg, seconded by Council Member Cioni, and was passed on a vote of 4-0.

Mayor Morriss called for questions or comments. Being none, the ordinance moved to its third reading.

THIRD READING: The ordinance was submitted in title only for its second reading and was approved on a vote of 4-0.

4. **Ordinance 3944** (*2nd and 3rd readings*) - authorizing the transfer of 804 Maryland Avenue to C Corp Leasing for the purchase price of \$100.

SECOND READING: The ordinance was submitted in title only for its second reading. **Motion** to accept the reading and move to the third after comment, was made by Council Member Frazier, seconded by Council Member Furstenberg, and was passed on a vote of 4-0.

Mayor Morriss called for questions or comments. Being none, the ordinance moved to its third reading.

THIRD READING: The ordinance was submitted in title only for its second reading and was approved on a vote of 4-0.

5. **Ordinance 3946** (*2nd and 3rd readings*) - authorizing the transfer of 124 Columbia Street to Michael Bennett for the purchase price of \$2,000.

SECOND READING: The ordinance was submitted in title only for its second reading. **Motion** to accept the reading and move to the third after comment, was made by Council Member Cioni, seconded by Council Member Frazier, and was passed on a vote of 4-0.

Mayor Morriss called for questions or comments. Being none, the ordinance moved to its third reading.

THIRD READING: The ordinance was submitted in title only for its second reading and was approved on a vote of 4-0.

(B) Resolutions

1. **Annexation Resolution R2023-01 ANNEX** (*2nd and 3rd readings*) - to annex land located on the south side of Maryland Route 144 in Allegany County, MD, Election District No. 22, consisting of 8.848 acres +/- and owned by the Ali Ghan Club, Inc.

SECOND READING: The resolution was submitted in title only for its second reading. **Motion** to accept the reading and move to the third after comment, was made by Council Member Furstenberg, seconded by Council Member Frazier, and was passed on a vote of 4-0.

Mayor Morriss called for questions or comments. Being none, the ordinance moved to its third reading.

THIRD READING: The ordinance was submitted in title only for its third reading and was approved on a vote of 4-0.

VIII. New Business

(A) Orders (Consent Agenda)

Mr. Silka reviewed each item on the Consent Agenda, and Mayor Morriss called for questions or comments. **Motion** to approve all items was made by Council Member Frazier, seconded by Council Member Cioni, and was passed on a vote of 4-0.

Order 27,223 - authorizing the execution of Outdoor Dining Lease Agreements with Ristorante Ottaviani, Culinary Innovation Associates (Mise En Place) and Azad's of Cumberland for the use of the public right of way immediately in front of and adjacent to each property for outside cafe dining for a one (1) year term effective May 1, 2023 through May 31, 2024.

Order 27,224 - authorizing the execution of an Outdoor Dining Lease Agreement with Coach's Entertainment Enterprises, LLC (Mezzo's) for the use of the public right of way immediately in front of and adjacent to the property for outside cafe dining for a one (1) year term effective June 1, 2023 through May 31, 2024.

Order 27,225 - declaring 102-04-06 Altamont Terrace to be surplus property to offer for sale.

Order 27,226 - declaring vehicles and equipment to be surplus and authorizing them for sale, trade in or scrap.

Order 27,227 - accepting certain bids received for the "2023 Sale of Surplus Vehicles and Equipment on "GovDeals" and rejecting all other bids.

Mr. Silka advised that with all the bids received on "GovDeals," there was an increase in prices bid.

Order 27,228 - authorizing the execution of a First Amendment to the Memorandum of Understanding with the Cumberland Economic Development Corporation (CEDC).

Mr. Silka advised that the annual allocation is increasing from \$350K to \$400K per year.

Order 27,229 - approving the 2023 Annual Action Plan projects for the Community Development Block Grant Program.

Order 27,230 - approving amendment #5 3102023 to the Community Development Block Grant (CDBG) 2021 Annual Action Plan projects and 2020 Community Development Block Grant CARES ACT funds.

Order 27,231 - authorizing the execution of Change Order No. 2 with Carl Belt, Inc. for the WWTP Influent Screening System Upgrades Project (City Project 2-21-WWTP) increasing the final contract price by an amount not to exceed \$3,505.03.

Order 27,232 - accepting the proposal from Kone, Inc. to modernize the elevator in City Hall to bring it into compliance with ASME 2019 standards in an amount not to exceed \$230,000.

Mr. Silka advised that also included in the proposal is an upgrade to restrict access to the 2nd Floor of City Hall to only employees using the key card.

Order 27,233 - approving Change Order No. 1 for the Constitution Park Pool Improvements Contract (City Project 14-21-RE) to relocate the conduit, electric and waterline, bringing the contract price not to exceed \$510,227.52.

Order 27,234 - authorizing execution of Change Order No. 3 to the Residential Grass Mowing Project (14-22-M) with Casey Smith, LLC dba/ServicePro, for the decreased amount of \$860; bringing the total contract down to an amount not to exceed \$60,830.

Mr. Silka stated that this takes off properties that the City doesn't own, and adds properties that it does own.

Order 27,235 - authorizing the acceptance of a FY23 Local Parks and Playgrounds Infrastructure Grant, administered by the Maryland Department of Natural Resources Board of Public Works in the amount of \$122,492 with a City match of \$6447 for picnic tables and grills at Constitution Park.

Order 27,236 - accepting the proposal from Grainger for new picnic tables for Constitution Park in an amount not to exceed \$75,789.

IX. Public Comments

Julia Miltenberger, 203 Grand Avenue, Cumberland, wanted to thank M&CC for the grant money to put a roof on her house. She said she knew when she retired she was going to have to replace the roof, and now with help from the City she is worry-free for 20 years, which she explained was priceless to her.

Mayor Morris stated that the Community Development staff is working hard to create programs to help our residents.

All public comments are limited to 5 minutes per person

X. Adjournment

With no further business at hand, the meeting adjourned at 6:48 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____

File Attachments for Item:

. Ordinance 3947 (*1st reading*) - authorizing the transfer of 222 Bond Street to Blake Hill for the purchase price of \$500

ORDINANCE NO. 3947

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF BLAKE HILL FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 222 BOND STREET, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

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

WHEREAS, the Property was declared surplus under the terms of Order No. 27,134, passed by the Mayor and City Council on November 15, 2022;

WHEREAS, the Property was included in the solicitation for bids known as the "2023 Request for Bids Surplus Properties Round VI" but was not bid upon;

WHEREAS, the City has since received a bid for the purchase of the Property from Blake Hill (the "Purchaser") for the sum of Five Hundred Dollars (\$500.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Five Hundred Dollars (\$500.00) subject to the following terms and conditions:

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

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

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

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

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

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

Passed this _____ day of _____, 2023.

Raymond M. Morriss, Mayor

ATTEST:

Allison K. Layton, City Clerk

EXHIBIT A

NO TITLE SEARCH PERFORMED

THIS DEED, made this _____ day of June, 2023, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **Blake Hill** (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of Five Hundred Dollars (\$500.00) and for other good and valuable consideration, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, his personal representatives, heirs and assigns, all of the City’s right, title, interest and estate in and to the following-described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL that lot or parcel of ground situated in the City of Cumberland, Allegany County, Maryland, known as Lot No. 76, Hook’s Addition, and more particularly described as follows:

BEGINNING at a galvanized nail on the westerly side of Bond Street at its intersection with the northerly side of dwelling 222 extended to the side of Bond Street, and running thence with the westerly side of Bond Street, South 29 degrees 13 minutes East 29.07 feet to a chiseled “X”, thence, leaving Bond Street, South 60 degrees 28 minutes West 26.8 feet to an iron bar; thence, South 47 degrees 58 minutes West 51 feet to the southwesterly side of the retaining wall on the northeasterly side of Henderson Avenue; thence with Henderson Avenue, North 54 degrees 47 minutes West 32.15 feet to a nail at the most southerly corner of the Paupe property adjoining; thence, leaving Henderson Avenue, North 48 degrees 56 minutes East 15.3 feet to a chiseled “X” in the brick walk; thence, North 50 degrees 46 minutes East 47.3 feet to the westerly corner of dwelling 222; thence with the northerly side of dwelling 222, North 60 degrees 57 minutes East 28.85 feet to the place of beginning.

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

IT BEING the same property that was conveyed from Jason M. Bennett, Director of Taxes, Allegany County, Maryland to the City by deed dated May 11, 2020, and recorded among the Land

Records of Allegany County, Maryland in Book 2559, Page 350.

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

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

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

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

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

I HEREBY CERTIFY, that on this ____ day of _____, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$500.00; and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

I HEREBY CERTIFY that the within and foregoing document was prepared by, or under the supervision of, the undersigned, a Maryland attorney, and that a title search was not performed in connection with its preparation.

MICHAEL SCOTT COHEN

File Attachments for Item:

. Ordinance 3948 (*1st reading*) - providing for the annual expenditure appropriation for the FY24 Water Fund

ORDINANCE NO. 3948

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, 2023, AND ENDING JUNE 30, 2024."

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, 2023, and ending June 30, 2024, to-wit:

Water Administration	\$ 1,379,130
Water Distribution	3,144,489
Water Filtration	2,534,898
Interest Expense	357,847
Principal Payments	1,367,843
Capital Expenditure	4,388,500
Total	\$ 13,172,707

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, 2024.

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

Passed this _____ day of June, 2023.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

File Attachments for Item:

. Ordinance 3949 (*1st reading*) - providing for the annual expenditure appropriation for the FY24 General Fund

ORDINANCE NO. 3949

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, 2023, AND ENDING JUNE 30, 2024."

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, 2023, and ending June 30, 2024, to-wit:

General Government	\$ 2,582,281
Public Safety	14,820,339
Public Works	2,898,900
Recreation	766,679
Community Development	2,215,305
Debt Service	3,665,941
Transfer Out	7,385,780
Total General Fund Appropriation	\$ 34,335,225

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, 2024) 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, 2023.

Raymond M. Morriss,
Mayor

ATTEST:

Allison Layton, City Clerk

File Attachments for Item:

. Ordinance 3950 (*1st reading*) - providing for the annual expenditure appropriation for the FY24 Sewer Fund

ORDINANCE NO. 3950

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, 2023, AND ENDING JUNE 30, 2024."

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, 2023, and ending June 30, 2024, to-wit:

Wastewater Treatment Plant	\$ 7,248,850
Sanitary & Storm Sewer	1,907,665
Flood Control	649,674
Interest Expense	228,658
Principal Payments	762,249
Capital Expenditures	1,713,180
Total	\$ 12,510,276

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, 2024.

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

Passed this _____ day of June, 2023.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

File Attachments for Item:

. Ordinance 3951(*1st reading*) - providing for the annual expenditure appropriations for the FY24 Special Purpose Funds

ORDINANCE NO. 3951

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, 2023, AND ENDING JUNE 30, 2024."

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, 2023, and ending June 30, 2024, to-wit:

Housing Assistance	\$ 2,379,700
Downtown Development Commission	385,179
Community Development Block Grant	906,458
Police Grants	512,060
Community Legacy	57,010
Special Projects	248,290
Capital Projects	22,479,031
Street Improvements	1,000,000
Municipal Parking Authority	575,809
Trash Removal	1,947,355
Total	\$ 30,490,892

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, 2024) 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, 2023.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

File Attachments for Item:

. Ordinance 3952 (*1st reading*) - providing for the City Tax Levy for FY24

ORDINANCE NO. 3952

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, 2023, AND ENDING JUNE 30, 2024."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the levy for the Fiscal Year 2024 for the City of Cumberland shall be as follows:

		Net Assessable Base	Tax Rate Per \$100	Tax Levy
Property Taxes				
Real Estate		\$ 948,369,248	1.0595	\$ 10,047,972
Personal Property				
	Individual	1,397,281		
	Corporation	106,533,233		
		107,930,514	2.648	2,858,000
Penalties and Interest				505,000
Tax Credits				(185,000)
Total Tax Levy				\$ 13,225,972
Other Revenues				
Other Taxes			560,023	
Licenses & Permits			120,000	
Intergovernmental			8,519,973	
Charges for Services			1,829,765	
Fines, Forfeitures & Interest			1,320,123	
Miscellaneous			1,344,310	
Total Other Revenue				13,694,194
Total Revenue				\$ 26,920,166
Other Financing Sources				
Transfers-in				\$ 2,520,154
Capital Financing				1,925,686
(Increase) Decrease Restricted Fund Balance				4,074,020
Total Other Financing Sources				\$ 8,519,860
Total Revenue and Other financing Sources				\$ 35,440,026

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

Passed this _____ day of June, 2023.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

File Attachments for Item:

. Ordinance 3953 (*1st reading*) - to provide for an increase in water rates effective July 1, 2023

ORDINANCE NO. 3953

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, 2023, 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 Sixty-Four Cents (\$ 5.64) 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 Eight Dollars and Forty-Eight Cents (\$ 8.48) 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-Eight Dollars and Eighty-Three Cents (\$ 38.83) 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	\$ 5.1300	\$ 5.6400	\$ 7.7100	\$ 8.4800
Tier 2	Next 900 cubic feet, per cubic foot	\$ 0.0468	\$ 0.0515	\$ 0.0702	\$ 0.0772
Tier 3	Next 199,000 cubic feet, per cubic foot	\$ 0.0375	\$ 0.0413	\$ 0.0524	\$ 0.0576
Tier 4	Next 1,134,000 cubic feet, per cubic foot	\$ 0.0296	\$ 0.0326	\$ 0.0445	\$ 0.0490
Tier 5	Next 1,166,000 cubic feet, per cubic foot	\$ 0.0134	\$ 0.0147	\$ 0.0134	\$ 0.0147
Tier 6	Over 2,500,000 cubic fet, per cubic foot	\$ 0.0034	\$ 0.0037	\$ 0.0034	\$ 0.0037

(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:

$$\frac{\text{PEAK MONTHLY USE} \times 0.7}{30} / 33.42$$

(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, 2023.

Passed this _____ day of June, 2023.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

File Attachments for Item:

. Ordinance 3954 (*1st reading*) - to provide for an increase in trash rates effective July 1, 2023

ORDINANCE NO. 3954

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO REPEAL AND REENACT, WITH AMENDMENTS, SECTION 21-8.1(a) OF CHAPTER 21 OF THE CODE OF THE CITY OF CUMBERLAND (1991 EDITION) PROVIDING FOR THE SETTING AND COLLECTION OF RATES FOR REFUSE COLLECTION WITHIN THE CITY OF CUMBERLAND."

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that Section 21-8.1(a) of the Code of the City of Cumberland, (1991 Edition) be and the same is hereby repealed and reenacted with amendments, to read as follows:

Sec. 21-8.1 (a) The following fees shall be charged by the City for garbage collection:

<i>A. Residential customers</i>	<u>\$16.50</u> [15.00] per month
<i>Commercial customers</i>	<u>\$31.39</u> [28.54] per month
<i>Industrial customers</i>	<u>\$31.39</u> [28.54] per month
<i>Tax Exempt customers</i>	<u>\$16.50</u> [15.00] per month

SECTION 2: The following monthly fee schedule be and is hereby adopted for the Industrial/Commercial Users who exceed the standard garbage collection amount:

Number of Bags per Pickup		
1-8	9-16	17+
\$ 31.39	\$ 62.79	\$ 94.17

Previously		
1-8	9-16	17+
\$ 28.54	\$ 57.08	\$ 85.61

SECTION 3: The following fee schedule be and is hereby adopted for the Bulk Item Program:

Category 1: \$ 4.76 (40-50 lbs.) [\$ 4.33]

Category 2: \$ 9.53 (50-150 lbs.) [\$ 8.66]

Category 3: \$ 28.60 White Goods [\$26.00]

AND BE IT FURHTER ORDAINED, That commercial, industrial or tax exempt customers with a valid Dumpster Permit issued by the Director of Administrative Services shall be exempt from paying the trash fee contained in this ordinance.

SECTION 4: AND BE IT FURTHER ORDAINED, That this Ordinance shall be in full force and effect as of July 1, 2023.

Passed this ____ day of June ____, 2023.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, CITY CLERK

File Attachments for Item:

. Ordinance 3955 (*1st reading*) - amending the fee schedule for Fire Department services, including emergency medical response services and false alarm fees

ORDINANCE NO. 3955

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED, "AN ORDINANCE TO ENACT SECTION 7-27 OF THE CODE OF THE CITY OF CUMBERLAND PERTAINING TO THE ESTABLISHMENT AND AMENDMENT OF A SCHEDULE OF FEES FOR SERVICES PROVIDED BY THE CITY OF CUMBERLAND FIRE DEPARTMENT."

WHEREAS, the City's fire department presently charges for a limited number of services it provides to the public at large;

WHEREAS, the Mayor and City Council have determined that the City will broaden its efforts to seek reimbursement for services provided by the fire department (including, but not limited to, emergency medical response services and those services listed as follows) by charging for a greater portion of those services, it being understood that in those instances where reimbursement for fire suppression, motor vehicle collision response, and hazardous materials response services will be sought, indemnification will be limited to that which is available through the service recipients' insurance coverage,, provided the persons to whom those services were provided cooperate with respect to the City's collection efforts; and

WHEREAS, the purpose of this Ordinance is to establish a schedule for the fees for the services the fire department provides to the public at large, the manner in which those fees will be assessed and collected, and such other ancillary matters as are set forth below.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, THAT SECTION 7-27 OF THE CODE OF THE CITY OF CUMBERLAND IS ENACTED, TO READ AS FOLLOWS:

Sec. 7-27. - Schedule of Fees.

- (a) *Establishment; maintenance.* The city shall establish, maintain and amend a schedule of fees for services which are provided by the fire department, which schedule shall include fire suppression fees, motor vehicle collision response fees, emergency medical response fees, hazardous materials response fees, false alarm fees, inspection and plan review fees and such other fees as are set forth in the fee schedule set forth in subsection (1) hereinafter. The fee schedule and the amendments thereto shall be adopted by the mayor and city council from time to time upon the recommendations of the chief of the fire department and the city administrator.
- (b) *Fire suppression fees.* The city may charge fees to the owners and/or occupants of properties where fire suppression services are provided. These fees shall be collected to the extent of the availability of homeowners or other insurance

coverage. The different levels of fire suppression service which correspond to the fee schedule attached hereto are as follows:

- (i) Level 1, Basic Response: a single engine response involving a first responder set up and incident command;
 - (ii) Level 2, Intermediate Response: a multi-engine response involving a first responder set up, incident command, structure evacuation and donning of equipment; and
 - (iii) Level 3, Advanced Response: a Level 2 response plus the use of an aerial tower/ladder truck.
- (c) *Motor vehicle collision response fees.* The city may charge motor vehicle collision response fees when fire department personnel respond to the scene of a motor vehicle collision. These fees shall be charged to the party responsible for the collision. In the event several or all of the involved parties are determined to be at-fault, the involved parties shall be jointly and severally liable for the fees. In the event none of the parties are determined to be at-fault, the fee will be split between the drivers involved. These fees shall be collected to the extent of the availability of automobile or other insurance coverage.
- (d) *Emergency medical response fees.* The city may charge fees for the life support services it provides. The recipients of these services shall be personally liable for the payment of these fees regardless of whether insurance coverage is available as a resource for payment. The fees for these services are in addition to the fees for services provided under subsections (b) and (c) above.
- (e) *Hazardous materials response fees.* The city may charge the following fees for calls for service from the fire department which involve a hazardous materials response. These fees shall be charged to the owner or operator of the vehicle or property which necessitated the hazardous materials response and they shall be collected to the extent of the availability of insurance coverage. The different levels of hazardous materials response service which correspond to the fee schedule attached hereto are as follows:
- (i) Minor Spill Response: a response solely involving a spill of petroleum products or motor vehicle coolant of 20 gallons or less;
 - (ii) Level 1, Basic Response: involves first responder response and set up, incident command, perimeter establishment and evacuation, including, but not limited to, petroleum product or motor vehicle coolant spills of more than 20 gallons and other hazardous material spills without regard to their volume;
 - (iii) Level 2, Intermediate Response: a Level 1 response which involves the Allegany County Hazardous Incident Response Team; and

- (iv) Level 3, Advanced Response: A Level 2 response which involves the hazardous materials truck, Level A or B suit donning, breathing air and detection equipment, and/or set up and removal of a decontamination center.

The fees chargeable by the city for hazardous materials responses do not include those fees which may be charged by the Allegany County Hazardous Incident Response Team.

- (f) *False alarms.* After a written warning to the owner of the property or business for a first offense, the city may charge fees to the owners of properties or businesses where false alarms are made. The purpose of these fees is to compensate the city for a portion of the costs incurred in responding to such calls. These fees are in addition to and not in lieu of any sanctions which may be imposed under the criminal law of the State of Maryland.
- (g) *Inspections; plan review.* The city may charge the fees set forth in the fee schedule set forth hereinafter for fire department personnel's performance of the inspections and the plan review (including the review of all construction drawings, mechanical, electrical, sprinkler, fire alarm, and special extinguishing systems drawings and specifications except for the construction of one- and two-family dwellings) described therein. Said fees shall be paid by the party requesting the service before the service shall be provided.
- (h) *Fee billing and collection.* The city may, but is not required to, enter into a contract with a third party billing agency for the performance of the billing and collection of the fees provided for herein.
- (i) *Cooperation.* Insured parties who fail to cooperate with respect to the collection of the fees described in subsections (b), (c) and (e) above shall be personally liable for said fees as well as the attorneys' fees and costs the city incurs in collecting them.
- (i) *General fund.* All fees collected under this section shall be deposited in the city's general fund.
- (k) *Records retention.* The fire department shall keep records of all fees collected under this section.
- (l) *Fee schedule.* The fee schedule for the fees which are the subject of this section is as follows:

SERVICE	FEE
Fire Suppression Service	
Level 1	\$150.00 for initial response up to 1 hr. \$100.00/hr. or part thereof thereafter per apparatus
Level 2	\$300.00 for initial response up to 1 hr. \$100.00/hr. or part thereof thereafter per apparatus
Level 3	\$1,000.00 for initial response up to 1 hr. \$100.00/hr. or part thereof thereafter per apparatus except aerial tower/ladder truck \$200.00/hr. or part thereof for aerial tower/ladder truck
Motor Vehicle Collision Response	
	\$150.00 per hour or part thereof per engine company or ladder company vehicle
	\$100.00 per hour or part thereof per utility vehicle

\$50.00 per hour or part thereof personnel fee in the event vehicles other than engine company vehicles, ladder company vehicles or utility vehicles deliver personnel to the location of the collision	
Any hazardous materials response fees that may be applicable	
Emergency Medical Response	
Basic Life Support Emergency Base Rate	\$550.00
Advanced Life Support Emergency Base Rate	\$650.00

Advanced Life Support II Emergency Base Rate	\$750.00
Mileage (per mile)	\$15.00
Medical Assistance Fee	\$150.00
Hazardous Materials Response	
Minor Spill Response	\$ 100.00/hr. or part thereof thereafter. Fees incurred by the fire department to replace materials used to clean up the spill, for the disposal of contaminated materials and the cleaning and replacement of contaminated equipment will be charged as well.
Level 1	\$500.00 for initial response up to 1 hr. \$100.00/hr. or part thereof thereafter per fire department responder. Fees incurred by the fire department to replace materials used to clean up the spill, for the disposal of contaminated materials and the cleaning and replacement of contaminated equipment will be charged as well.
Level 2	\$1,500.00 for initial response up to 1 hr. \$100.00/hr. or part thereof thereafter per fire department responder. Fees incurred by the fire department to replace materials used to clean up the spill, for disposal of contaminated materials and the cleaning and replacement of contaminated equipment will be charged as well.
Level 3	\$2,000.00 for initial response up to 1 hr. \$100.00/hr. or part thereof thereafter per fire department responder. Fees incurred by the fire department to replace materials used to clean up the spill, for disposal of contaminated materials and the cleaning and replacement of contaminated equipment will be charged as well.
False Alarms	
Second false alarm within 6 month of warning	\$150.00
Third false alarm within same time frame	\$250.00
Subsequent false alarms within same time frame	\$350.00 each
Inspections and Plan Review	
Fire alarm & detection systems	\$100.00 per panel
Sprinkler, standpipe, water spray, combinations, and chemical suppression systems	\$100.00 per system
Assembly permit	\$50.00
Required inspection for new business	\$50.00
Re-Inspection or retest, first time	\$100.00
Re-inspection or retest, subsequent	\$200.00

Fireworks retail inspection	\$25.00
Fireworks display inspection	\$100.00
Plan review	\$25.00
Miscellaneous Fees	
Bad check fee	\$35.00 per check

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

Passed this _____ day of June, 2023.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

File Attachments for Item:

. Ordinance 3956 (*1st reading*) - authorizing the transfer of 421 Arch Street to Texas Development and Design, LLC for the purchase price of \$200

ORDINANCE NO. 3956

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF TEXAS DEVELOPMENT AND DESIGN, LLC FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 421 ARCH STREET, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 421 Arch Street, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 27,170, passed by the Mayor and City Council on February 7, 2023;

WHEREAS, the Property was included in the solicitation for bids known as the "2023 Request for Bids Surplus Properties Round VI" but was not bid upon;

WHEREAS, the City has since received a bid for the purchase of the Property from Texas Development and Design, LLC (the "Purchaser") for the sum of Two Hundred Dollars (\$200.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Two Hundred Dollars (\$200.00) subject to the following terms and conditions:

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

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

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

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

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

Passed this _____ day of _____, 2023.

Raymond M. Morriss, Mayor

ATTEST:

Allison K. Layton, City Clerk

EXHIBIT A

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of _____, 2023, by and between **Mayor and City Council of Cumberland** (the “Grantor”), a Maryland municipal corporation, and _____ (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of _____ Dollars (\$_____.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, _____, forever in fee simple:

IT BEING the same property that was conveyed from _____ to the Grantor by deed dated _____ and recorded among the Land Records of Allegany County, Maryland in Book _____, Page _____.

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

TO HAVE AND TO HOLD the above-described property unto the Grantee, _____ in fee simple forever.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison K. Layton, City Clerk

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

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

I HEREBY CERTIFY, that on this ____ day of _____, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$_____ and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN

File Attachments for Item:

. Ordinance 3957 (*1st reading*) - authorizing the transfer of 443 Columbia Street to Texas Development and Design, LLC for the purchase price of \$200

ORDINANCE NO. 3957

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF TEXAS DEVELOPMENT AND DESIGN, LLC FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS COLUMBIA STREET, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 443 Columbia Street, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 26,909, passed by the Mayor and City Council on December 7, 2021;

WHEREAS, the Property was included in the solicitation for bids known as the "2022 Request for Bids Surplus Properties Round IV" but was not bid upon;

WHEREAS, the City has since received a bid for the purchase of the Property from Texas Development and Design, LLC (the "Purchaser") for the sum of Two Hundred Dollars (\$200.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Two Hundred Dollars (\$200.00) subject to the following terms and conditions:

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

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

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

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

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

Passed this _____ day of _____, 2023.

Raymond M. Morriss, Mayor

ATTEST:

Allison K. Layton, City Clerk

EXHIBIT A

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of _____, 2023, by and between **Mayor and City Council of Cumberland** (the “Grantor”), a Maryland municipal corporation, and _____ (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of _____ Dollars (\$_____.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, _____, forever in fee simple:

IT BEING the same property that was conveyed from _____ to the Grantor by deed dated _____ and recorded among the Land Records of Allegany County, Maryland in Book _____, Page _____.

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

TO HAVE AND TO HOLD the above-described property unto the Grantee, _____ in fee simple forever.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison K. Layton, City Clerk

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

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

I HEREBY CERTIFY, that on this ____ day of _____, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$_____ and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN

File Attachments for Item:

. Ordinance 3958 (*1st reading*) - authorizing the transfer of 107 Springdale Street to Texas Development and Design, LLC for the purchase price of \$150

ORDINANCE NO. 3958

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF TEXAS DEVELOPMENT AND DESIGN, LLC FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 107 SPRINGDALE STREET, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 107 Springdale Street, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 26,899, passed by the Mayor and City Council on November 2, 2021;

WHEREAS, the Property was included in the solicitation for bids known as the "2022 Request for Bids Surplus Properties Round IV" but was not bid upon;

WHEREAS, the City has since received a bid for the purchase of the Property from Texas Development and Design, LLC (the "Purchaser") for the sum of One Hundred Fifty Dollars (\$150.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of One Hundred Fifty Dollars (\$150.00) subject to the following terms and conditions:

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

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

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

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

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

Passed this _____ day of _____, 2023.

Raymond M. Morriss, Mayor

ATTEST:

Allison K. Layton, City Clerk

EXHIBIT A

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of _____, 2023, by and between **Mayor and City Council of Cumberland** (the “Grantor”), a Maryland municipal corporation, and _____ (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of _____ Dollars (\$_____.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, _____, forever in fee simple:

IT BEING the same property that was conveyed from _____ to the Grantor by deed dated _____ and recorded among the Land Records of Allegany County, Maryland in Book _____, Page _____.

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

TO HAVE AND TO HOLD the above-described property unto the Grantee, _____ in fee simple forever.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison K. Layton, City Clerk

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

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

I HEREBY CERTIFY, that on this ____ day of _____, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$_____ and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN

File Attachments for Item:

. Ordinance 3959 (*1st reading*) - authorizing the transfer of 109 Springdale Street to Texas Development and Design, LLC for the purchase price of \$150

ORDINANCE NO. 3959

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF TEXAS DEVELOPMENT AND DESIGN, LLC FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 109 SPRINGDALE STREET, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 109 Springdale Street, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 26,899, passed by the Mayor and City Council on November 2, 2021;

WHEREAS, the Property was included in the solicitation for bids known as the "2022 Request for Bids Surplus Properties Round IV" but was not bid upon;

WHEREAS, the City has since received a bid for the purchase of the Property from Texas Development and Design, LLC (the "Purchaser") for the sum of One Hundred Fifty Dollars (\$150.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of One Hundred Fifty Dollars (\$150.00) subject to the following terms and conditions:

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

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

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

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

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

Passed this _____ day of _____, 2023.

Raymond M. Morriss, Mayor

ATTEST:

Allison K. Layton, City Clerk

EXHIBIT A

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of _____, 2023, by and between **Mayor and City Council of Cumberland** (the “Grantor”), a Maryland municipal corporation, and _____ (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of _____ Dollars (\$_____.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, _____, forever in fee simple:

IT BEING the same property that was conveyed from _____ to the Grantor by deed dated _____ and recorded among the Land Records of Allegany County, Maryland in Book _____, Page _____.

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

TO HAVE AND TO HOLD the above-described property unto the Grantee, _____ in fee simple forever.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison K. Layton, City Clerk

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

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

I HEREBY CERTIFY, that on this ____ day of _____, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$_____ and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN

File Attachments for Item:

. Order 27,237 - authorizing the Sole Source Award to Ameri-Seal LLC for improvement to the Riverside BMX Track at Mason Sports Complex in the not to exceed amount of \$46,684

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

ORDER NO. 27,237

DATE: May 16, 2023

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

THAT, the Sole Source proposal from Ameri-Seal, LLC, 124 East Main Street, Suite 3, Frostburg, MD, 21532, to complete improvements to the Riverside BMX Track at the Mason Sports Complex in the not-to-exceed amount of Forty Six Thousand Six Hundred Eighty Four Dollars and No Cents (\$46,684), be and is hereby approved; and

BE IT FURTHER ORDERED THAT, this special pricing is in accordance with City Code Section 2-171(d), which pertains to the purchase of equipment or services only available through a sole source or a source that has significant familiarity with the city resource for which the purchase is sought,

Raymond M. Morriss, Mayor

Budget:
115.99W.63000

Council Agenda Summary

Meeting Date: May 16, 2023

Agenda Item Number:

Key Staff Contact: Brooke Cassell

Item Title:

Sole Source Award to Ameri-Seal LLC for improvement to the Riverside BMX Track at Mason Sports Complex.

Summary:

Requesting the approval of a Sole Source Repair Contract for Improvements to the Riverside BMX Track at the Mason Sports Complex. Due to some aging infrastructure, repairs and improvements are needed in order to keep the facility safe and operational. This request is in accordance with the purchasing guidelines for sole source purchase for work that requires significant familiarity with City resources costing more than \$25,000 Section 2-171(d)(ii)(3). The contractor to perform the work will be Ameri-Seal LLC in the amount of \$46,684. The Contract will include the repairs to the failing asphalt and improvements to the existing asphalt sections of the track and improve the bleacher/concession area with asphalt. This work is labor intensive and requires specialized material and tools that can be provided by Ameri-Seal LLC.

Issues and Considerations:

This work is considered to be a specialized repair and requires significant familiarity with the BMX Track.

<i>Fiscal Impact:</i>	
Is this item budgeted? Yes	
Budget:	115.99W.63000
Value of award:	\$46,684.00
If item is not budgeted, does the budget need to be appropriated? N/A	
Is there grant funding being used? Yes. Total grant is \$67,200	
If grant funding is being used, does it require a City match? Yes. 10%	
Match provisions:	This requires a 10% Local Fund match of \$6,720 which is in the budget.
Is this a sole source purchase? Yes. Please see attached funding approval by Comptroller and approval by City Administrator.	



Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Approval for Sole Source

3 messages

Brooke Cassell <brooke.cassell@cumberlandmd.gov>
To: Jeff Silka <jeff.silka@cumberlandmd.gov>

Wed, May 3, 2023 at 10:51 AM

Jeff,

I am requesting a sole source approval for Ameri-Seal LLC to complete the repairs and improvements to the Riverside BMX Track at Mason Sports Complex due to their familiarity with the BMX Track. In addition, this work is labor intensive and requires specialized material and tools that can be provided by Ameri-Seal. This work is grant funded and total cost to be completed by AMeri-Seal is \$46,684.

Please let me know if you have any questions.

Thank you,
Brooke

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

Jeff Silka <jeff.silka@cumberlandmd.gov>
To: Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Wed, May 3, 2023 at 11:19 AM

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

[Quoted text hidden]

Brooke Cassell <brooke.cassell@cumberlandmd.gov>
To: Jeff Silka <jeff.silka@cumberlandmd.gov>

Wed, May 3, 2023 at 11:36 AM

Thank you.
[Quoted text hidden]
[Quoted text hidden]



Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Funding Approval

2 messages

Brooke Cassell <brooke.cassell@cumberlandmd.gov>
To: Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Wed, May 3, 2023 at 10:56 AM

Mark,

Repairs and improvements to the BMX Track are required as per a grant request and approval. I am requesting that a portion of this work be completed by Ameri-Seal LLC in the amount of \$46,684.

Please confirm that funding is approved under 115.99W.63000 for this work to be completed.

Thank you,
Brooke

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

Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>
To: Brooke Cassell <brooke.cassell@cumberlandmd.gov>
Cc: Ryan Mackey <ryan.mackey@cumberlandmd.gov>

Thu, May 4, 2023 at 3:42 PM

Hi Brooke,

The budget is available under 115.99W.63000 and the use of funding is ready to proceed. Please proceed.

Best regards,

Mark
[Quoted text hidden]

2 attachments

 **LPPI-1-14.pdf**
224K

 **2022-August-31-Agenda 1A (1) LPPI-1-12 (2) LPPI-1-14 (3) LPPI-1-17.pdf**
257K

Ameri-Seal LLC

Paving, Sealcoating & Excavating

124 East Main Street Suite 3
Frostburg, Maryland
301-676-SEAL (7325)
MHIC#118266
WV#061012

AmeriSealservices.com
Brendanorr411@gmail.com
AmeriSealLLC@Facebook
MD.State Const. Lic#01601308

JOB# Riverside BMX

Address: Mason Sports Complex, Cumberland MD 21502

Phone: Kim: 240-362-2858

E-mail: jaykimtom1@gmail.com

Date:(3-29-2022 original) (revised 3-7-2023) (revised 5-1-2023)

CONTRACT

Project #1

START STRAIGHT: 50' x 25' or 1,250 SF

- 1: Excavate and remove existing failing asphalt. Haul off site.
- 2: Apply CR-6 stone and compact.
- 3: Pave 3" of asphalt and compact.

TURN #ONE: APPROX 2,470 SF

- 1: Apply asphalt tack
- 2: Resurface by hand a 1.5" cap using 9.5mm Surface course asphalt.

TURN #TWO: APPROX 1,702 SF Plus a 50' x 12" tall Apex added to top

- 1: Apply asphalt tack
- 2: Add a 12" tall X approx 50' long apex.
- 3: Resurface by hand a 1.5" cap using 9.5mm Surface course asphalt.

TURN #THREE: APPROX 2,400 SF

- 1: Apply asphalt tack. Mill or wedge and level to eliminate bump.
- 2: Resurface by hand a 1.5" cap using 9.5mm Surface course asphalt.
- 3: Raise Turn #3's Apex by approx 2'

PRICE \$ 21,990.00

Project #2

STARTING LINE UP HILL: 80' x 18' or 1,440 SF

1: Excavate and remove soils. Haul off site.

2: Apply CR-6 stone and compact.

3: Pave 3" of BASE course asphalt and compact. Price\$ 6,694.00

Project #3

FENCED BLEACHER / CONCESSION AREA: Approx 1,950 SF

1: Prep / area around concession area Approx 30x20, 23x30, 12x16, 7x15

2: Prep / area up to entrance fence approx 12 x 30

3: Apply CR-6 stone and compact.

4: Pave 3" of asphalt and compact.

Price 18,000.00

Note: This contract is subject to change orders. Change orders will be discussed with the project holder before commencing. Change orders will apply to any unforeseen additional work that is not visible including but not limited to: Unsuitable soils, unknown underground utilities / drainage systems being in the work area, and additional work not within the scope of work listed above.

Payment: One third of the entire project cost is due upfront and the remainder is due when the job is completed.

Job to be completed before August 5th 2023

ACCEPTANCE

The above proposal and prices are satisfactory and are hereby accepted. Ameri-Seal LLC is authorized to do the work specified. Please circle the work accepted.

Signature_____

Date_____

File Attachments for Item:

. Order 27,238 - accepting the new proposal from Treetop Products, Inc. for the purchase of 89 new picnic tables with 20 year warranties for Constitution Park in the not to exceed amount of \$82,437.65 and rescinding Order No. 27,236

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

ORDER NO. 27,238

DATE: May 16, 2023

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

THAT, the proposal from Treetop Products, Inc., 222 State Street, Batavia, IL, 60510, for the purchase of Eighty-Nine (89) picnic tables with 20 year warranties for Constitution Park in the not-to-exceed amount of Eighty Two Thousand Four Hundred Thirty Seven Dollars and Sixty-Five Cents (\$82,437.65), be and is hereby approved; and

BE IT FURTHER ORDERED THAT, that Order No. 27,236 be and is hereby rescinded.

Raymond M. Morriss, Mayor

Budget:
001.078.30150



Allison Layton <allison.layton@cumberlandmd.gov>

Fwd: Treetop Products: Quote# QUOTRE25607

1 message

Ken Tressler <ken.tressler@cumberlandmd.gov>

Thu, May 11, 2023 at 9:06 AM

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

Cc: Ryan Mackey <ryan.mackey@cumberlandmd.gov>, Allison Layton <allison.layton@cumberlandmd.gov>

Hello Jeff,

After continued discussion with the picnic table provider, we discovered that they have a 20-year warranty product that is also immediately available. Their bid is a bit higher than the order we are about to rescind (\$82,438 vs \$75,789) and higher than the 10-year warranty tables (\$82,438 vs. \$73,277) but we recommend that we go with this latest bid. The POS grant allowed \$90,359 for the tables so we are good there and we are way under budget for the grills (\$9,720 vs \$31,804).

We are so close to the M&CC meeting date I think we can wait until Tuesday. The extra couple days will not hurt installation as the Street/Rec employees will be busy installing the new grills for those few days.

Are you OK with this plan?

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

From: **Ryan Mackey** <ryan.mackey@cumberlandmd.gov>

Date: Thu, May 11, 2023 at 8:36 AM

Subject: Fwd: Treetop Products: Quote# QUOTRE25607

To: Ken Tressler <ken.tressler@cumberlandmd.gov>

TreeTops quote came in last night as well as their warranty.

Ryan Mackey

Director of Parks and Recreation

City of Cumberland

Office: 301-759-6636

Cell: 240-580-6662

[57 N. Liberty Street](#)[Cumberland, MD 21502](#)

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

From: **TreeTop Products** <keyaccounts@treetopproducts.com>

Date: Wed, May 10, 2023 at 4:19 PM

Subject: Treetop Products: Quote# QUOTRE25607

To: <ryan.mackey@cumberlandmd.gov>

Dear Ryan Mackey:

Thank you for your interest in Treetop Products. Below is the updated quote you have requested. I have attached the signed warranty information for you as well.

Please note, this is our busy time. We currently have these in stock and will be able to ship in a day or two, however, as I work in a very small department that handles the large orders, I have heard several of my co-workers quoting this same product. The sooner we get this order placed the better, to be sure we have the product in stock.

Please advise if any changes are required or when you are ready to place the order.

We look forward to doing business with you.

Thank you,

Amy
Treetop Products
Key Accounts Representative
630-845-5457

Please review our company's Product Warranty, Shipping Policy, and Return Policy as stated at the bottom of our website: www.treetopproducts.com before placing your order.



TreetopProducts.com
Lowest Prices Guaranteed

Treetop Products Inc.
222 State Street
Batavia IL 60510
(630) 845-5457
keyaccounts@treetopproducts.com

Quote

Account Number - 162817

Estimate # QUOTRE25607

3/20/2023

Customer

Ryan Mackey
City Of Cumberland
57 N Liberty St
Cumberland MD 21502-2312
(301) 759-6636

Ship To

Ryan Mackey
City Of Cumberland
57 N Liberty St
Cumberland MD 21502-2312
(301) 759-6636

Item	Qty	Rate	Amount	Estimated Lead Time
1CI2623-GN City Commerical Wheelchair Accessible Picnic Tables/ 8' Table/ 2 Wheelchair Accessible/ Green	4	\$898.85	\$3,595.40	Ships in 1 to 2 Days
1CI2622-GN City Commercial Picnic Tables/ 8' Table/ Portable - Surface Mount/ Green	85	\$898.85	\$76,402.25	Ships in 1 to 2 Days

Subtotal	\$79,997.65
Tax Total (%)	\$0.00
Shipping	\$2,440.00
Total	\$82,437.65

*Estimated lead time is based on normal fulfillment time of an order at this moment. Orders with large quantities may require additional time. These estimates are subject to change based on the nationwide supply chain issue.

PRICING FOR THIS QUOTE IS LOCKED IN FOR 30 DAYS

--

Ken Tressler, CPA
Director of Administrative Services
[57 N. Liberty Street](#)
[Cumberland, MD 21502](#)
[Office \(301\) 759-6406](#)
[Cell \(304\) 813-6470](#)



Warranty Info.pdf
69K



TreeTopProducts.com
Lowest Prices Guaranteed

222 State St.
Batavia, IL 60510
Tel: 866-511-5642
Fax: 630-761-0231

Product Warranty

Products manufactured by TreeTop Products utilize the best quality materials available, and are built by experts with unparalleled craftsmanship. Because of this, we are proud to offer a **warranty on these recycled plastic site furnishings for 50-years**. None of our competitors can do this. Our products shall be free of defects in material and workmanship for the Warranty Period, in effect at the date of purchase.

Replacement product will be shipped free of charge when the warranty is claimed within one year of the original receipt date. If the warranty claim is longer than 1 year, the Customer will be responsible for shipping costs for the replacement product.

For products not manufactured by TreeTop Products, the product warranty period varies from product to product. If a product's warranty is longer than 1 year, this longer warranty is listed on the individual product page.

The warranty and, if applicable, extended warranties (including TreeTop Products's 50-year guarantee), expressly excludes and does not cover damage to any product, which is caused by the following:

- Improper handling
- Misuse
- Alteration
- Vandalism
- Incorrect installation
- Exposure to the elements or by storm, fire or flood

All such occurrences will immediately void the warranty and, if applicable, extended warranties on the product.

Any product verified to be defective within that product's warranty period shall, upon prompt notification by its Purchaser to our Customer Service department, be either replaced or repaired at TreeTop Products's sole discretion.

Merchandise cannot be returned without a return authorization number from a Customer Service representative, as well as a copy of the original invoice documenting the date of purchase.

By way of clarification, TreeTop Products will guarantee that this product will not break, and the plastic coating will not peel off within the first 20 years. TreeTop Products is not responsible for rusting on the legs due to scraping on rough surfaces.

Best Wishes,

Craig Riley-VP Sales, TreeTop Products

File Attachments for Item:

. Order 27,239 - authorizing the execution of a BMX Facility Long-Term User Agreement for the use of the BMX Bike Track and appurtenances in the Mason Sports Complex through June 30, 2024

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

ORDER NO. 27,239

DATE: May 16, 2023

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

THAT, the Mayor be and is hereby authorized to execute a BMX Facility Long-Term User Agreement by and between the Mayor and City Council of Cumberland and Riverside BMX, providing for terms for use of the BMX bike track and appurtenances in the Mason Sports Complex through June 30, 2024, and renewable for one (1) year periods upon mutual agreement of both parties.

Raymond M. Morriss, Mayor

BMX Facility Long-Term User Agreement

THIS BMX FACILITY LONG-TERM USER AGREEMENT ("Agreement") is made and executed this _____ day of _____, 2023, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (hereinafter referred to as "City"), and **RIVERSIDE BMX** (hereinafter referred to as "User").

WITNESSETH:

In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Description of Premises - City agrees to allow User the use of a portion of land located at Mason Sports Complex which is the current location of the BMX bike track and the appurtenances thereto (which BMX track and appurtenances are hereinafter referred to in this Agreement as the "Premises").

2. Use of Premises – User agrees that the Premises shall be used exclusively for conducting bicycle motorcross events and practice session for the community sanctioned through the National Bicycle League.

3. User as Operator of the Premises - User shall be the exclusive operator of the Premises. User shall provide trained and competent staff to provide adequate and reasonable supervision during all times of use. Trained and competent staff shall mean officers of the User who are 18 years of age or older and who are familiar with planning, promotion, and operation of a BMX track. User shall provide a minimum of one staff person at all times when the track is in use and a minimum of two staff people during racing activities. User may restrict use to specific days and specific times during the day.

User shall restrict use of the Premises to those persons covered under User's general liability insurance policy. City shall not authorize others to use the Premises without the User's consent.

4. General Public Use –User shall provide times when the Premises is open for use by the general public under Users general liability insurance. User shall provide to the City a schedule of public use times and shall post this schedule at the Premises.

General public use of the Premises shall not be permitted unless such use is covered under User's general liability insurance policy. User shall prominently post signage on the Premises at all entry points for the purpose of notifying the public that unauthorized entry is prohibited and that trespassers will be prosecuted.

5. **Term of Agreement** – This Agreement shall extend from the date of execution to the 30th day of June, 2024.

6. **Renewal** – This Agreement may be renewed for additional one (1) year periods upon mutual agreement of the parties. User must submit written request for renewal at least ninety (90) days prior to the end of the then-current term of the Agreement.

7. **Rent** – City shall charge no monetary rent for the use of the Premises.

8. **Program Responsibility** - User has sole responsibility for the recreational program anticipated by this Agreement. The recreational program offered by the User may not discriminate based on race, color, creed, national origin, religion, disability or gender. The City shall have no obligation to assist in the provision of services that the User intends to provide by virtue of this Agreement or to provide the services if the User terminates this Agreement, except as expressly provided for by this Agreement.

9. **Concessions and Vendors** – During the initial term of this Agreement, User may operate a food concession at the Premises for the purpose of raising funds to cover the operating expenses of the facility. All such activities shall be in full compliance with all applicable laws, ordinances, and regulations. Thereafter, concession rights will be subject to approval by the City. User may allow private vendors to operate food concessions and bicycle-related concessions at the Premises. User shall ensure that any private vendor has general liability coverage in the amount of One Million Dollars (\$1,000,000.00) and User shall obtain a Certificate of Insurance from any private vendor naming both User and City as additional named insured.

10. **Fees Charged by User** – User may charge a reasonable and nominal fee for the use of the Premises during times when it is open for public use, provided public use of the facility is covered under User's general liability insurance policy, but the charge must be applicable to all users during that time. User may require membership in the USA BMS for non-open time use of the Premises in order to ensure

that participants are covered by the USA BMX's insurance policy. User may also charge entrance fees to participants in special events sponsored by User.

Revenues generated by fees shall be used for the operation and maintenance of the Premises, construction of facilities on the Premises, or providing recreational programs at the Premises. If requested by the City, User shall provide an annual accounting of revenues and expenses related to the use and operation of the Premises.

11. Ownership of Improvements – All permanent improvements to the Premises, including but not limited to restrooms, concession buildings, dirt track, fencing, guardrails, lighting, scoreboards, signs, and parking facilities, are the property of the City. Permanent improvements or fixtures made or attached to the Premises by any party during the term of this Agreement shall become the property of the City when installed, with the exception of any starting gate supplied by User, which shall remain the property of User.

12. Maintenance of Premises

a. Grounds. User shall maintain the grounds of the Premises, including, but not limited to, track repairs, mowing, seeding, fertilizing, sweeping, and clean-up of trash, debris, leaves, and downed branches. City will maintain all trees, including planting, trimming, and removal of dead trees.

b. Bleachers. User is responsible for all maintenance, repairs, and replacements of bleachers at the Premises. Any bleacher repairs shall require a City building permit and must be inspected by the City.

c. Fencing. City shall maintain the perimeter fence currently located at the Premises.

d. Track Lighting. User is responsible for all maintenance, repairs, and replacements of track lighting at the Premises. Track lighting shall be directional and directed to avoid a nuisance to neighboring properties.

e. Scoreboards and Signs. User shall be responsible for all maintenance, repairs, and replacements for scoreboards and signs.

f. Parking. User is responsible for the cleanup of trash and general debris in parking areas adjacent to the Premises.

g. Safety. User assumes full responsibility for inspecting, maintaining, and supervising all structures and facilities for which User is responsible in a safe and proper operating condition to minimize the risk of personal injury. City reserves the right to inspect any structure or facility on the Premises and may issue a notice to User for any structural or maintenance deficiencies. Upon receipt of such notice, User shall make the necessary improvements within seven (7) calendar days, unless City agrees, in writing, to extend the time.

h. Exterior Colors. User must obtain approval from City when altering the exterior colors or appearance of any existing structure or facility at the Premises.

13. Construction of Improvements – User must obtain approval from City for all permanent improvements to the Premises and obtain all necessary permits for the approved construction. User is solely responsible for the design of the BMX track and the safety of both the design and the construction of the track.

14. Utilities and Services – Utilities and services shall be provided and paid for by the parties as indicated below:

UTILITY / SERVICE	CITY	USER	NOT AVAILABLE
Electricity		X	
Water	X		
Gas			X
Telephone			X
Trash Hauling	X		

15. Signs and Advertisements – All signs or advertisements installed or displayed on the Premises must be approved by City. Approval will be based on size, content, location, and visibility. City reserves the right to remove any signs or advertisements from the Premises that it has not approved and User agrees to pay the cost of any such removals. User shall be permitted to place advertising

billboards around the perimeter of the track and structures on the Premises to generate income for the operations.

16. Hold Harmless – User will indemnify and hold City harmless from any and all loss, liability, cost, or damages that may occur or be claimed with respect to any person or property on, in, or about the Premises or to the Premises resulting from any act done or omission by or through User, its agents, employees, volunteers, invitees, or any other person on the Premises by reason of the User’s use or occupancy of the Premises and any and all loss, cost, liability, or expense (including, but not limited to, reasonable attorneys’ fees and litigations expenses) resulting therefrom. User will maintain, operate, and supervise the Premises in a safe and careful manner. User shall indemnify and hold City harmless from any and all loss, liability, cost (including, but not limited to, reasonable attorneys’ fees and litigation expenses), or damages that may occur or be claimed arising out of, as an incident to or as a result of User’s breach of the terms of this Agreement.

17. Insurance

a. Buildings and Structures. The City shall provide building and structure insurance in the same manner and amount that it would for any City-owned park structure. Providing this insurance does not obligate the City to incur any cost in repair or replacement beyond the insurance coverage provided. User may carry additional insurance at User’s cost if such insurance is available.

b. General Liability. User shall provide general liability insurance in the amount of One Million Dollars (\$1,000,000.00) covering all activities of the User, its participants, members, volunteers, spectators, agents, and uses of the facility whether authorized or unauthorized. This insurance must also extend to the preparation and sale of any food on the Premises if food will be distributed or sold. The insurance policy will name the “Mayor and City Council of Cumberland” as an additional insured and will include an endorsement requiring the insurer to provide City with no less than thirty (30) days advance notice of its cancellation. Prior to the execution of this Agreement and from time to time upon request of City, User shall provide City with a Certificate of Insurance evidencing the coverage referenced above. User agrees to immediately cease all use of the Premises if its general liability insurance is canceled or expired or if it has reason to believe that the insurance has expired or has been canceled. User must notify the City immediately in the event it has reason to believe the said insurance has expired or has been canceled.

c. Contents. User is solely responsible for insurance for all personal property kept on the Premises if the User elects such coverage. The City will not provide insurance for any personal property not owned by the City.

18. Damage to Personal Property – User is responsible for all personal property kept, stored, or placed on the property in conjunction with the User’s use of the Premises. City shall not be responsible for any loss or damage to personal property for any reason.

19. Public Requirements – User shall comply with all laws, orders, ordinances, park rules and regulations, permit regulations, and other public requirements in effect now or in the future affecting the Premises or the use of the Premises, and shall indemnify and hold the City harmless from all expenses (including, but not limited to, reasonable attorneys’ fees and litigation expenses), fines, penalties, damages or costs of any kind or nature resulting from its failure to do so. The Premises are not exempted from compliance with zoning or other municipal codes or ordinances, nor from any other requirements of law due to title being in the name of City.

20. Assignment or Sublease – User may not assign this Agreement nor may it sublease the Premises, in whole or in part without the written consent of City.

21. Liens and Encumbrances – User may not encumber the Premises or any property, fixtures, or improvements located thereon. User shall promptly pay when due all obligation or indebtedness incurred by virtue of this Agreement. This Agreement is subject to provisions of the City Charter, ordinances, and state statutes prohibiting alienation of title.

22. City Assistance – The terms of this Agreement shall not be interpreted to prohibit User from requesting that City provide additional services or support nor shall they be interpreted to prohibit City from providing additional services or support. City may grant additional services or support or deny requests therefore in its sole discretion, with or without basis.

23. Notices – Any notice sent to the parties shall be to the following addresses:

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

User: Riverside BMX, Inc.
Kim Hazel
218 Humbird Street
Cumberland, MD 21502

24. Current User Information – User will provide City with a current list of all officers including names, titles, home addresses, and telephone numbers. User will provide an updated list within thirty (30) days of any change in the foregoing and with each Agreement renewal request.

25. Governing Law. This Agreement shall be construed under the laws of the State of Maryland. The parties hereto hereby agree to be subject to the jurisdiction of and waive any objection to the venue of any action filed by one against the other, in any court located in Allegany County, Maryland, and waive any claim that such courts constitute inconvenient fora. Unless otherwise agreed, all litigation arising out of or as an incident to the terms or execution of this Agreement shall be instituted and prosecuted in the District Court of Maryland for Allegany County or the Circuit Court for Allegany County, Maryland.

26. Captions/Headings. The captions and headings inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, any provision hereof, or in any way affect the interpretation of this Agreement.

27. Waiver of Trial by Jury. THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH EITHER OF THEM MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT OR ANY PROVISION THEREOF. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE PARTIES HERETO, AND THE PARTIES HERETO HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

28. Entire Agreement. It is expressly understood and agreed that this Agreement is the entire agreement of the parties and that there are and were no verbal representations, warranties, understandings, stipulations agreements, or promises pertaining to this Agreement not incorporated in this Agreement. It is likewise agreed that this Agreement may not be altered, waived, amended, or extended except by an instrument in writing signed by both parties hereto.

29. Public Health Contingencies. The terms and conditions of this Agreement 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.

The parties hereby agree and represent to each other that the undersigned have the authority to accept and sign this Agreement.

ATTEST:

MAYOR AND CITY COUNCIL
OF CUMBERLAND

Allison K. Layton

By: _____
Raymond M. Morriss

WITNESS:

RIVERSIDE BMX, INC.

Signature

By: _____

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 2375 E. Camelback Rd, Suite 250 Phoenix, AZ 85016	CONTACT NAME: Jessica Quiroz	
	PHONE (A/C, No, Ext): 602-374-1327	FAX (A/C, No):
	E-MAIL ADDRESS: Jessica.Quiroz@usi.com	
INSURED American Bicycle Association dba: USA BMX 1645 W Sunrise Blvd Gilbert, AZ 85233	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Insurance Co.	NAIC # 18058
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	PHPK2523852	03/01/2023	03/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK2523852	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			PHUB853191	03/01/2023	03/01/2024	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder and any other entities listed below are listed as additional insured under the General Liability on a primary & Non Contributory Basis including waiver of subrogation with respect to the American Bicycle Association/USA BMX sanctioned events/competitions/practices and other operations conducted by American Bicycle Association/USA BMX track operators on behalf of the American Bicycle Association/USA BMX.

Re: Riverside BMX

CERTIFICATE HOLDER

CANCELLATION

Mayor and City Council of
Cumberland
57 North Liberty Street
Cumberland, MD 21502-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Barbara Davis

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File Attachments for Item:

. Order 27,240 - declaring vehicles and equipment to be surplus and authorizing them for sale, trade in or scrap

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

ORDER NO. 27,240

DATE: May 16, 2023

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

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

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

<i>Unit</i>	<i>Department</i>	<i>Vehicle</i>	<i>VIN / Serial No.</i>
14	Police Department	2011 Ford Crown Victoria	2FABP7BV9BX160136
55	Police Department	2022 Ford Explorer	1FM5K8AB1NGA27927

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: May 16, 2023

Key Staff Contact: Captain James Burt

Item Title: Surplus 2011 Ford Crown Victoria and 2022 Ford Interceptor

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

Recommendation to declare Cumberland Police Department Unit #14 (2011 Ford Crown Victoria, Vin# 2FABP7BV9BX160136) surplus for sale or scrap.

Recommendation to declare Cumberland Police Department Unit #55 (2022 Ford Interceptor Vin# 1FM5K8AB1NGA27927) surplus for sale or scrap.

Amount of Award:

Budget number:

Grant, bond, etc. reference:

File Attachments for Item:

. Order 27,241 - executing a donation agreement between the Mayor and City Council and Arnold D. Kimble for the donation of nine parcels of real property and the improvements thereon, if any, to the City

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

ORDER NO. 27,241

DATE: May 16, 2023

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

THAT the Mayor be and is hereby authorized to execute a Donation Agreement by and between the Mayor and City Council of Cumberland the ("City") and Arnold D. Kimble ("Seller") for the Seller's donation of the parcels of real property and the improvements thereon, if any, to the City:

- (i) Waverly Terrace - Lot 31
 Tax ID No. 22-007505
 Land Records Book 1272, Page 183 (THIRD (b))
- (ii) City View Terrace - Lot 55
 Tax ID No. 22-002538
 Land Records Book 1272, Page 183 (THIRD (a))
- (iii) Greene Street - Lot 101
 Tax ID No. 06-026176
 Land Records Book 1272, Page 183 (FIRST (d))
- (iv) Gephart Dr. - Lot 12
 Tax ID No. 06-019625
 Land Records Book 1272, Page 183 (FIRST (a))
- (v) Calhoun St. - Lots 295-298
 Tax ID No. 23-002531
 Land Records Book 1272, Page 183 (FOURTH (a))
- (vi) Greene St. - Lot 87
 Tax ID No. 06-023118
 Land Records Book 1272, Page 183 (part of FIRST (b))

- (vii) Greene St. – Pt. Lot 86
Tax ID No. 06—023126
Land Records Book 1272, Page 183 (part of FIRST (b))
- (viii) Reads Terr – Lot 23B Blk 7
Tax ID No. 06—023134
Land Records Book 1272, Page 183 (FIRST (c))
- (ix) Oakwood St. – Lots 444-448
Tax ID No. 23-002639
Land Records Book 1272, Page 183 (FOURTH (b))

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

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

Raymond M. Morriss, Mayor

DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement"), is made by and between Arnold D. Kimble ("Donor") and Mayor and City Council of Cumberland (the "City"), a Maryland municipal corporation, and is effective upon the date of its completed execution, which date is hereinafter referred to as the "Effective Date".

RECITALS

WHEREAS, Donor owns the nine (9) parcels of real property together with the improvements thereon, if any, located in Cumberland, Allegany County, Maryland which are described as follows and are hereinafter collectively referred to as the "Properties":

- (i) Waverly Terrace - Lot 31
Tax ID No. 22-007505
Land Records Book 1272, Page 183 (THIRD (b))**
- (ii) City View Terrace - Lot 55
Tax ID No. 22-002538
Land Records Book 1272, Page 183 (THIRD (a))**
- (iii) Greene Street - Lot 101
Tax ID No. 06-026176
Land Records Book 1272, Page 183 (FIRST (d))**
- (iv) Gephart Dr. - Lot 12
Tax ID No. 06-019625
Land Records Book 1272, Page 183 (FIRST (a))**
- (v) Calhoun St. - Lots 295-298
Tax ID No. 23-002531
Land Records Book 1272, Page 183 (FOURTH (a))**
- (vi) Greene St. - Lot 87
Tax ID No. 06-023118
Land Records Book 1272, Page 183 (part of FIRST (b))**
- (vii) Greene St. - Pt. Lot 86
Tax ID No. 06-023126
Land Records Book 1272, Page 183 (part of FIRST (b))**
- (viii) Reads Terr - Lot 23B Blk 7
Tax ID No. 06-023134
Land Records Book 1272, Page 183 (FIRST (c))**

(ix) Oakwood St. - Lots 444-448
Tax ID No. 23-002639
Land Records Book 1272, Page 183 (FOURTH (b))

WHEREAS, Donor has offered to donate the Properties to the City and the City has agreed to accept that donation subject to the terms and conditions of this Agreement; and

WHEREAS, the parties deem the entry into this Agreement to be in their respective best interests.

WITNESSETH:

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

1. **Recitals**. The Recitals set forth above are not merely prefatory. They are incorporated by reference in this Agreement as though they were set forth in full herein.

2. **Donation**. Subject to the terms and conditions of this Agreement, Donor agrees to donate the Properties together with the buildings and improvements thereon, if any, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining to the City, and the City agrees to accept that donation. The closing for the donation shall be held (or the delivery of the deed shall be effected) no later than sixty (60) days from the Effective Date unless said time frame is extended by written agreement of the parties. The City Solicitor and City Administer are empowered by the City to execute agreements to extend this sixty (60) day period.

3. **Estate/Condition**. The Properties shall be conveyed to the City in fee simple and in "AS IS" condition. Donor shall convey the Properties to the City by means of a deed containing covenants of special warranty and further assurances. Said deed shall be delivered to the City at closing.

4. **Contingencies**. Closing and the City's acceptance of the deed for the Properties shall be subject to the following contingencies:

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

5. **Appraisal**. Donor has the right to have the Properties appraised for purposes of claiming a tax deduction for the noncash charitable contribution of the

Properties to the City. The appraisal(s) shall be performed prior to closing or the date of the City's acceptance of the deed for the Properties. Upon delivery of the deed for the Properties and the City's acceptance of the same, Donor shall provide the City with the appropriate tax documents relative to their eligibility to claim the aforesaid tax deduction, including, but not limited to, IRS Form 8283 and the acknowledgment required under 21 U.S.C. § 170(f)(8)¹. Upon the City's acceptance of the deed and its receipt of the appraisal(s) and the appropriate tax documentation, the City Administrator shall execute the tax documentation on behalf of the City, it being understood and agreed that he is specifically empowered to do so under the terms of this Agreement. It is understood and agreed that the City shall not be required to execute any such documents attesting to the value of the Properties in the event such valuation is not supported by an appraisal or appraisals performed by a licensed real estate appraiser. Further, Donor shall be solely responsible for the preparation and processing of the aforesaid tax documentation as well as its submission to the IRS, and the City shall have no liability relative thereto, even if it provides assistance to Donor with respect to such matters.

6. **Risk of Loss.** The Properties shall be held at the risk of Donor until legal title has passed to the City.

7. **Possession.** Donor agrees to give possession and occupancy of the Properties to the City upon the completion of closing.

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

9. **Representations and Warranties.** As of the date of the closing contemplated hereby and as to the period of time during which Donor held title to the Properties, Donor warrants that he/she/it/they has/have, by acts or omission or commission, not subjected the Properties (including land, surface water, ground water, and improvements) to contamination, including (i) any hazardous waste, underground storage tanks, petroleum, regulated substances or used oil as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.) as amended, or by any regulations promulgated thereunder; (ii) any hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, et seq.) as amended, or by any regulations promulgated thereunder (including, but not limited to, asbestos and radon); (iii) any oil, petroleum products and

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

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

their byproducts as defined by the Maryland Natural Resources Code, § 8-411(a)(3) as amended, or by any regulations promulgated thereunder; (iv) any hazardous substance as defined by the Maryland Health Environmental Code, Title 7, Subtitle 2, as amended or by any regulations promulgated thereunder; (v) any substance the presence of which on, in or under the Properties, is prohibited by any law similar to those set forth above; and (vi) any other substance which by law, regulation, or ordinance requires special handling in its collection, storage, treatment or disposal. Notwithstanding the foregoing, if, subsequent to the date of the execution of this Agreement and prior to closing, Donor discloses an environmental condition on the Properties to the City, the City shall have the option to take title to the Properties, waiving and releasing its rights with respect to the aforesaid representations and warranties as to the matters so disclosed, or it may decline to take title to the Properties without incurring any liability or obligations as a result of said declination.

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

11. **Real Estate Taxes.** The City will waive all City real estate taxes presently due on the Properties. It will secure a waiver of the County real estate taxes due or it will pay them.

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

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

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

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

To Donor:

Arnold D. Kimble
2443 Kingsmill Ave.
Melbourne, FL 32934

To the City:

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

with a copy to:

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

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

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

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

19. Waiver of Jury Trial. DONOR AND THE CITY EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH EITHER OR BOTH OF THEM MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT. IT IS AGREED THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS. THIS

WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY DONORS AND THE CITY, AND EACH OF THEM REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUA(S) TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

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

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

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

23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

24. Signing by Facsimile or Other Electronic Means. Each of the parties hereto expressly authorizes and agrees to sign facsimile and/or other electronically transmitted copies or counterparts of this Agreement. Said facsimile and/or other electronically transmitted signed copies or counterparts shall have the same binding effect as would a signed original Agreement or counterpart once delivered to the other party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS/ATTEST:

Arnold D. Kimble (SEAL)
Arnold D. Kimble

5/6/23
Date



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

7

File Attachments for Item:

. Order 27,242 - authorizing the execution of an Outdoor Dining Lease Agreement with JZ Pub LLC, Embassy Theater and D.K. Property for the use of the public right of way immediately in front of and adjacent to the property for outside cafe dining for a one (1) year term effective June 1, 2023 through May 31, 2024

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

ORDER NO. 27,242

DATE: May 16, 2023

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:

JZ Pub LLC

Embassy Theater

D.K. Property Management (Centre Street Collective)

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, 2023 through May 31, 2024.

Raymond M. Morriss, Mayor

THIS LEASE AGREEMENT (“Lease”) is made and executed this _____ day of _____, 2023, be and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the “City”) and JZ Pub LLC (“Lessee”).

WHEREAS, Lessee operates a restaurant at 49-51 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 6 feet and width of 26 feet, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the “Demised Premises”) is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit I. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

2. **Term.** The term of this lease shall commence on June 1, 2023 and shall terminate on May 31, 2024 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 Silka
City Administrator
57 N. Liberty Street
Cumberland, MD 21502

To Lessee:

JZ Pub LLC
49 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.

28. Baltimore Street Redevelopment Project. The terms and conditions of this Lease are subject to alteration and/or suspension if and when such action is deemed necessary to accommodate construction during the planned Baltimore Street Redevelopment Project.

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:

Allison K. Layton
City Clerk



WITNESS



LESSEE

51 N. LEMKE

49 N. LEMKE

BREEZE WAY

0

3

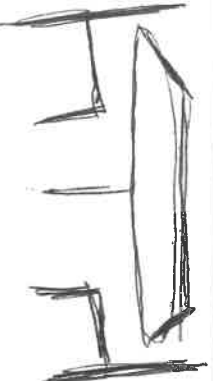
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3

PATIO

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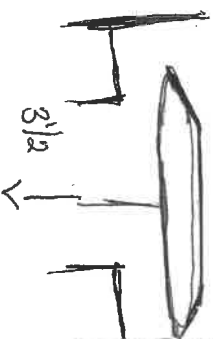
BENCH



14



3



8 1/2

24

41

Road way

Road way

THIS LEASE AGREEMENT (“Lease”) is made and executed this _____ day of _____, 2023, 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, 2023, and shall terminate on May 31, 2024, 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

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 Silka
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.

28. Baltimore Street Redevelopment Project. The terms and conditions of this Lease are subject to alteration and/or suspension if and when such action is deemed necessary to accommodate construction during the planned Baltimore Street Redevelopment Project.

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:

City Clerk

WITNESS

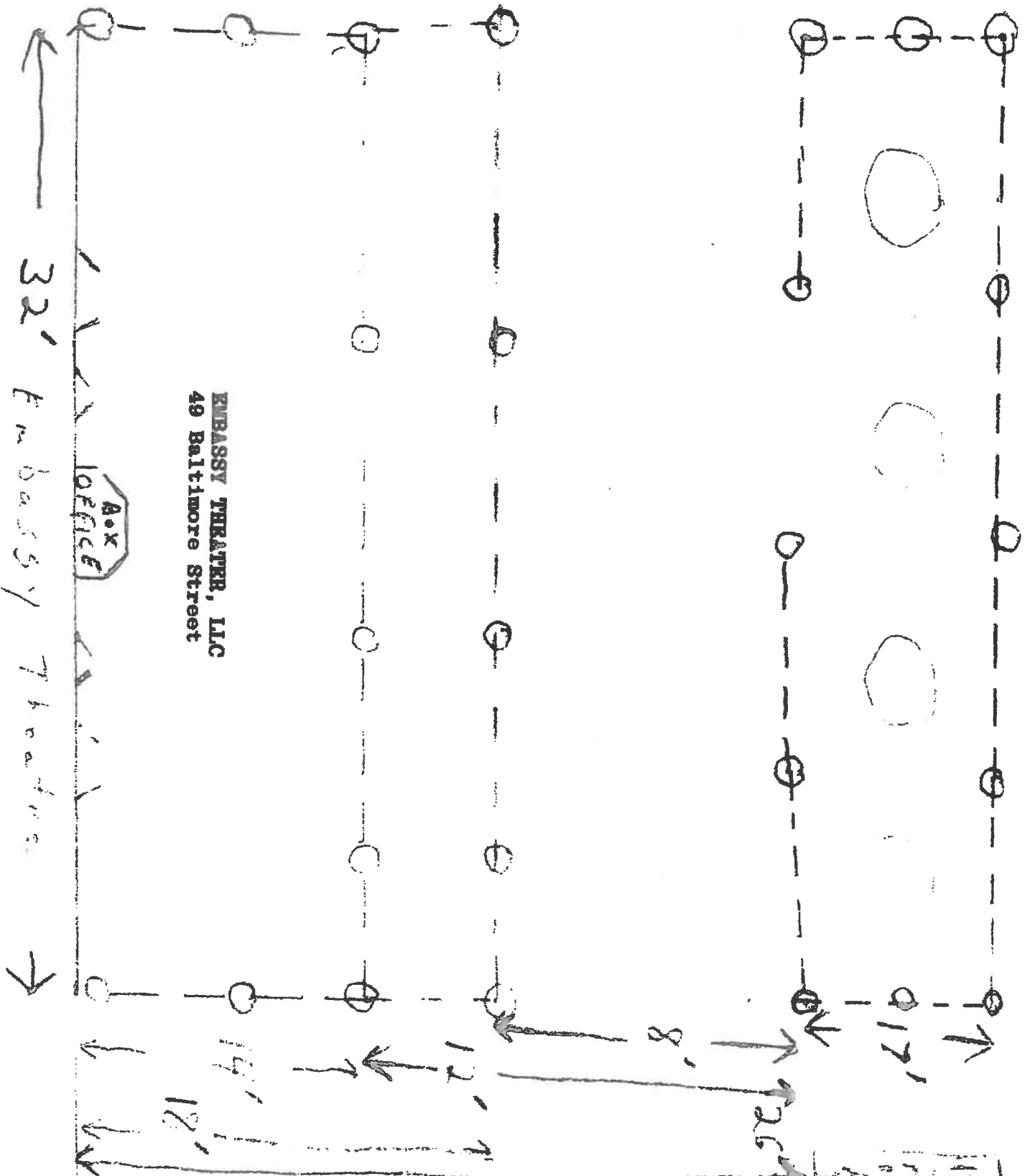


**EMBASSY THEATER
CORPORATION**

LESSEE



2023 – 2024



Client#: 115399

EMBATHE

ACORD™**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

2/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CBIZ Insurance Services, Inc. 44 Baltimore Street Cumberland, MD 21502 301 777-1500	CONTACT NAME: CBIZ Select Business Unit	
	PHONE (A/C, No, Ext): 888-408-7500	FAX (A/C, No): 855-288-0211
	E-MAIL ADDRESS: CbizSelect@cbiz.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: The Brethren Mutual Insurance Company	13501
INSURED Embassy Theatre Corporation 49 Baltimore Street Cumberland, MD 21502	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP0021808	02/17/2023	02/17/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an Additional Insured with respect to General Liability as required by written contract subject to all policy terms, conditions, definitions & exclusions.

CERTIFICATE HOLDER**CANCELLATION**

Mayor and City Council of Cumberland
 Attn: Marjorie Woodring
 57 North Liberty St.
 Cumberland, MD 21502

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 CBIZ Insurance Services, Inc.

THIS LEASE AGREEMENT ("Lease") is made and executed this _____ day of _____, 2023, be and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the "City") and **D. K. PROPERTY MANAGEMENT** ("Lessee").

WHEREAS, Lessee operates a restaurant at 36 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 nine (9) feet six (6) inches and width of twenty-seven (27) feet, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the "Demised Premises") is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit I. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

2. **Term.** The term of this lease shall commence on June 1, 2023, and shall terminate on May 31, 2024, 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 Silka
City Administrator
57 N. Liberty Street
Cumberland, MD 21502

To Lessee:

Drew Knippenberg
36 N. Centre Street
Cumberland, MD 21502
301-876-0667

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.

28. **Baltimore Street Redevelopment Project.** The terms and conditions of this Lease are subject to alteration and/or suspension if and when such action is deemed necessary to accommodate construction during the planned Baltimore Street Redevelopment Project.

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:

Allison K. Layton
City Clerk

WITNESS



LESSEE