Mayor and City Council of Cumberland

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

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

AGENDA

M&CC Regular Public Meeting
Video Conference

DATE: May 18, 2021

The following link may be used to join the meeting as an attendee and view the meeting live (your personal video will not appear on screen):

https://cumberlandmd.webex.com/cumberlandmd/onstage/g.php?MTID=e3430c44e7bffb7a45f70b3bbeac4c583

Citizens who wish to speak during the meeting may indicate so by using the option to "raise their hand" and they will be called upon at the appropriate time.

The meeting may also be viewed live through the City's website at http://www.ci.cumberland.md.us/ Access the Government tab, then the Mayor and City Council Public Meetings link, then the Live Meeting Coverage link.

OPEN SESSION

Roll Call

Statement of Closed Meeting

1. Summary Statement of the closed meeting held May 11, 2021

Director's Reports

(A) Public Works

1. Maintenance Division monthly report for April, 2021

(B) Fire

1. Fire Department monthly report for April, 2021

(C) Police

1. Police Department monthly report for April, 2021

(D) Utilities - Treatment Plants

1. Utilities Treatment Plants Department monthly report for March, 2021

(E) Utilities - Flood, Water, Sewer

1. Utilities Division Flood/Water/Sewer monthly report for April, 2021

Approval of Minutes

1. Approval of the Work and Closed Session Minutes of April 13, 2021, and the Regular Session Minutes of April 20, 2021

New Business

(A) Ordinances

1. Ordinance No. 3886 *(1st reading)* - providing for the closure of a portion of a street known as Riverside Avenue, as requested by Northbranch Properties, LLC

2. Ordinance No. 3887 *(1st reading)* - providing for the City Tax Levy for FY22. Real Estate Tax Rate to remain at $1.0595 per $100 of assessed value. Personal Property Tax Rate to remain at $2.648 per $100 of assessed value.

3. Ordinance No. 3888 *(1st reading)* - providing for the annual appropriation for the FY22 General Fund

4. Ordinance No. 3889 *(1st reading)* - providing for the annual appropriation for the FY22 Water Fund

5. Ordinance No. 3890 *(1st reading)* - providing for the annual appropriation for the FY22 Sewer Fund

6. Ordinance No. 3891 *(1st reading)* - providing for the annual appropriations for the FY22 Special Purpose Funds

(B) Orders (Consent Agenda)

1. Order 26,790 - accepting the bid from Gwin, Dobson & Foreman, Inc. for the "Influent Screening System Upgrade Project" (2-21-WWTP) in the lump sum cost of $70,000

2. Order 26,791 - authorizing the execution of Change Order No. 5 to the "Residential Mowing Contract" (10-19-M) with Casey Smith, LLC, dba Service Pro, for the added amount of $700, making the new contract value $58,685.00. This change order will add and remove properties recently acquired by and sold by the City to the current contract through the end of the fiscal year.

3. Order 26,792 - authorizing the Chief of Police to accept a FY22 State Aid for Police Protection Fund Grant in the amount of Four Hundred Fifty-Eight Thousand, Seven Hundred Fifteen Dollars ($458,715.00) to be used exclusively to provide adequate police protection in the City of Cumberland.

4. Order 26,793 - Authorizing execution of a Joint Use Agreement with Allegany College of Maryland acknowledging that the City is applying for Community Parks and Playground

Program funding for the construction of a sand volleyball court for public use that is to be located on land owned by ACM, and outlining the terms for the operation and maintenance of that facility should the funding be granted

5. Order 26,794 - accepting the proposal from Carl Belt, Inc. for the Long Field Upgrades Project /Phase I (12-20-RE) in the estimated unit cost of $117,758.26 obtained through NJPA competitive pricing. This project will be funded through Program Open Space with a 10% cash match from the City.

6. Order 26,795 - authorizing execution of Lease Agreements with Corner Tavern and Cafe LLC, the Embassy Theatre Corporation, Coaches Entertainment Enterprises (Mezzo's), City Lights American Grill & Bar, and the Baltimore Street Grill for the use of the public right-of-way adjacent to each establishment for the purposes of outdoor dining and entertainment for a one-year term, effective June 1, 2021 through May 31, 2022

7. Order 26,796 - declaring a 2011 Honda Accord to be surplus property and authorized for donation to the Allegany County Narcotics Task Force to be sold at Sheriff's auction

8. Order 26,797 - authorizing execution of a Copyright Use / Permission Agreement with V. L. Cox to allow the Human Relations Commission to use the concept of her copyrighted "Opening Doors" art installation to create a Fair Housing Act display to be used at various events

9. Order 26,798 - approving a Historic District Tax Incentive Program credit and assessment freeze for property at 66 Pershing Street (Tax No. 04-084171) owned by CG Enterprises LLC, based on total eligible projects costs of $187,836.32 Property Tax Credit - $18,783.63 valid for 5 years, Property Tax Assessment Freeze - 7 years, Special Taxing District Tax Assessment Freeze - 7 years

10. Order 26,799 - accepting the proposal from Turnbull Hoover & Kahl, P.A., to provide an audit of the City's financial statements for the year ended June 30, 2021, for the amount not to exceed $111,200

11. Order 26,800 – accepting the proposal from The Mercer Group, Inc., to provide services and support in the search for a city administrator for the amount of $21,500 for professional services and expenses not to exceed $6,500

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Maintenance Division monthly report for April, 2021

MAINTENANCE DIVISION REPORT
April 2021

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
APRIL 2021

- POTHOLES AND COMPLAINTS
  - Potholed 12 streets using 2 tons of cold patch & 2.5 tons of hot mix asphalt

- UTILITY HOLES
  - Performed repair of 1 Water Dept. utility hole with 1.5 tons of hot mix asphalt
  - Performed repairs of 16 Water Dept. utility holes using 8.75 cy of concrete
  - Performed repairs of 2 Sewer Dept. utility holes using 28.75 cy of concrete
  - Performed repair of 1 Sewer Dept. utility hole using 4 tons of hot mix asphalt

- TRAFFIC CONTROL SIGNS/STREET NAME SIGNS/CURB PAINTING
  - Installed or repaired 9 traffic control signs
  - Installed 2 Street Name signs
  - Painted 1 curb yellow & 1 curb red

- STREET SWEEPING
  - 31 Loads
  - 504 miles

- MISCELLANOUS
  - Completed 37 Work Orders
  - Added stone to ditch along Bishop Walsh Rd
  - Cleaned Underpass, McMullen Bridge, Washington St Bridge, Fayette St Bridge, Cumberland St Bridge & Welch Ave. drainage ditch 5 times.
  - Picked up 7 dead animals
  - Picked up trash/discarded items on 2 occasions
  - Cleaned Municipal Center shop twice a week
  - Hauled debris & trash from dilapidated property on Baltimore Ave with Central Services
  - Installed many thermo pavement markings on Valley St, Queen City Dr and South St
  - Finished installing retaining blocks & stone to extend lot @ Municipal Center
  - Continued to follow Covid-19 guidelines

STREET MAINTENANCE - APRIL 2021		4/1	4/5-4/9	4/12-4/16	4/19-4/23	4/26-4/30	TOTAL
SERVICE REQUEST COMPLETED		2	16	6	2	11	37
PAVING PERFORMED	Tons						0
CONCRETE WORK	Cy						0
UTILITY HOLES REPAIRED	Water	1	11	4		1	17
	Sewer			1	1	1	3
	Cy	.75cy	5.75cy	3cy	28cy		37.5cy
	Tons					5.5t	5.5t
POTHOLES FILLED	Streets		5			7	12
	Alleys						0
	Days		1			1	2
	Cold Mix		2t				2t
	Tons					2.5t	2.5t
PERMANENT PATCH	Cy						0
	Tons						0
COMPLAINTS COMPLETED							0
	Cy						0
	Tons						0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED			9				9
STREET NAME SIGNS REPAIRED/INSTALLED			2				2
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED							0
							0
							0
PAINTING PERFORMED	Blue						0
	Yellow		1				1
	Red		1				1
PAVEMENT MARKINGS INSTALLED	No.			10	5	2	17
STREET CLEANING	Loads	2	7	7	13	2	31
	Miles	28	99	136	182	59	504
SWEEPER DUMPS HAULED TO LANDFILL	Tons		1.68t			15.59t	17.27t
STREET MILLING	Days						1
CLEANED BALTIMORE ST. UNDERPASS	Days	1	1	1	1	1	5
SALT BARRELS	Days				1	2	3
SNOW REMOVAL	Days						0
CLEAN SNOW EQUIPMENT	Days						0
SHOVEL & SALT SIDEWALKS	Days						0
BRUSH REMOVAL/TREE WORK	Areas		3	3		4	10
CHECK DRAINS/CLEAR DEBRIS	Days	1					1
STREET TRACTOR MOWING	Days						0
LEAF PICK UP	Loads						0

Added stone to ditch along Bishop Walsh Rd

Picked up trash/discarded furniture on 2 occasions

Picked up 7 dead animals

Hauled debris/trash from dilapidated property on Baltimore Ave

Finished installing retaining block and stone to extend lot @ Municipal Center

Performed large sewer utility hole repair on Lake Ave

Installed many thermo pavement markings (crosswalks, stop bars, turn arrows)

Cleaned Municipal Center shop twice a week

PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
APRIL 2021

- Constitution Park , Mason's Complex and Area Parklets
  - Cleaned up garbage 3 times a week

- Parks & Parklets Mowing
  - Constitution Park
    - Mowed 10 days
  - Mason's Complex
    - Mowed 10 days
  - Parklets
    - Mowed 9 days

- Ball Fields
  - Flynn Field
    - Mowed 3 times
    - Drug 3 times
    - Lined 4 times
  - Northcraft Field
    - Mowed 3 times
    - Drug 3 times
    - Lined 5 times
  - Nonneman Field
    - Mowed 2 times
    - Drug 2 times
    - Lined 4 times
  - Cavanaugh Field
    - Mowed 3 times
    - Drug 2 times
    - Lined 4 times
  - Abrams Field
    - Mowed 4 times
  - Long Field
    - Mowed 3 times
    - Drug 1 time
    - Spiked 1 time

- JC Field
  - Mowed 2 times

- Bowers Field
  - Mowed 1 time
  - Lined 1 time
- Galaxy Field
  - Mowed 3 times
  - Lined 3 times
- United Field
  - Mowed 1 time

- Miscellaneous Work
  - Performed basic housekeeping @ Municipal Building
  - Cleaned & disinfected the Craft House & Activities Building several times
  - Performed preventative maintenance on mowers, trimmers & blowers
  - Prepared feed & bedding for ducks & geese @ the Duck Pond
  - Cleaned & performed preventative maintenance on Park & Rec vehicles
  - Made repairs to bathrooms @ Mason's Complex & Constitution Park
  - Cleaned up graffiti and fixed vandalized equipment @ Constitution Park, Mason's Complex, JC Field
  - Cleaned up brush & limbs @ Constitution Park several times
  - Picked up new trash cans from Schroeder Industries
  - Contractor completed new fence erection @ Cavanaugh Field
  - Opened pavilions for rental @ Constitution Park

Fleet Maintenance
April 2021

Total Fleet Maintenance Projects	**168**
Central Services	0
Community Development	2
DDC	1
Engineering	2
Fire	6
Flood	1
MPA	1
P & R Maintenance	7
Police	34
Public Works	0
Sewer	11
Snow Removal	6
Street Maintenance	27
Vehicle Maintenance	11
Water Distribution	13
Water Filtration	0
WWTP	32
Scheduled Preventive Maintenance	12
Service Calls	2
Total Work Orders Submitted	**20**
Risk Management Claims	**0**
Fork Lift Inspections	**0**

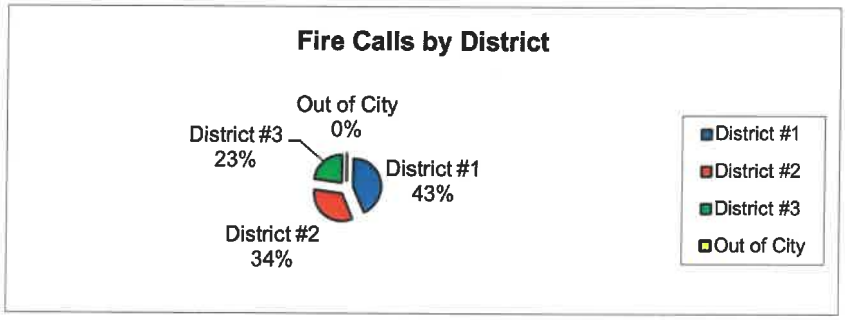
File Attachments for Item:

. Fire Department monthly report for April, 2021

Report of the Fire Chief for the Month of April, 2021
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 110 Fire Alarms:

Responses by District:	
District #1	48
District #2	37
District #3	25
Out of City	0
	110



Number of Alarms:	
First Alarms Answered	110

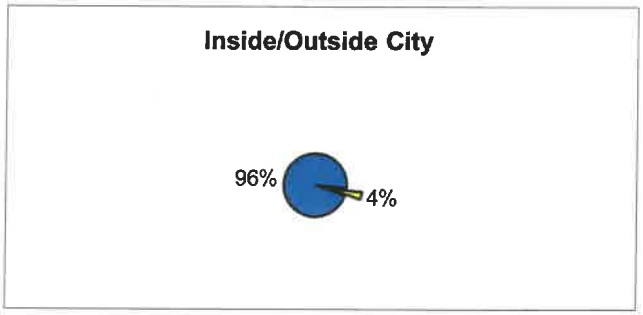
Calls Listed Below:	
Property Use:	
Public Assembly	1
Educational	0
Institutional	6
Residential	72
Stores and Offices	2
Special Properties	29
	110

Type of Situation:	
Fire or Explosion	7
Overpressure, Rupture	6
Rescue Calls	67
Hazardous Conditions	7
Service Calls	5
Good Intent Calls	11
False Calls	7
	110

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in April:	$2,070.00
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid Fiscal Year to Date:	$21,900.00
Fire Service Fees for Fire Calls Paid in April:	$720.00
Fiscal Year Fees Paid in Fiscal Year:	$6,120.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	$7,120.00
Fire Service Fees for Inspections and Permits Billed in April:	$300.00
Fire Service Fees for Inspections and Permits Paid in April:	$0.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	$1,500.00

Cumberland Fire Department Responded to 485 Emergency Medical Calls:

In City Calls	466
Out of City Calls	19
Total	485



Total Ambulance Fees Billed by Medical Claim-Aid in April: $133,490.50

Ambulance Fees Billed Fiscal Year to Date: $1,293,716.97

Ambulance Fees Paid:
Revenue Paid in April: $87,674.57

FY2021 Ambulance Fees Paid in FY2021: $802,576.59

Total Ambulance Fees Paid in FY2021: $956,671.04
(All ambulance fees, current and previous fiscal years, paid in FY2021.)

Cumberland Fire Department provided 15 Mutual Aid Calls:

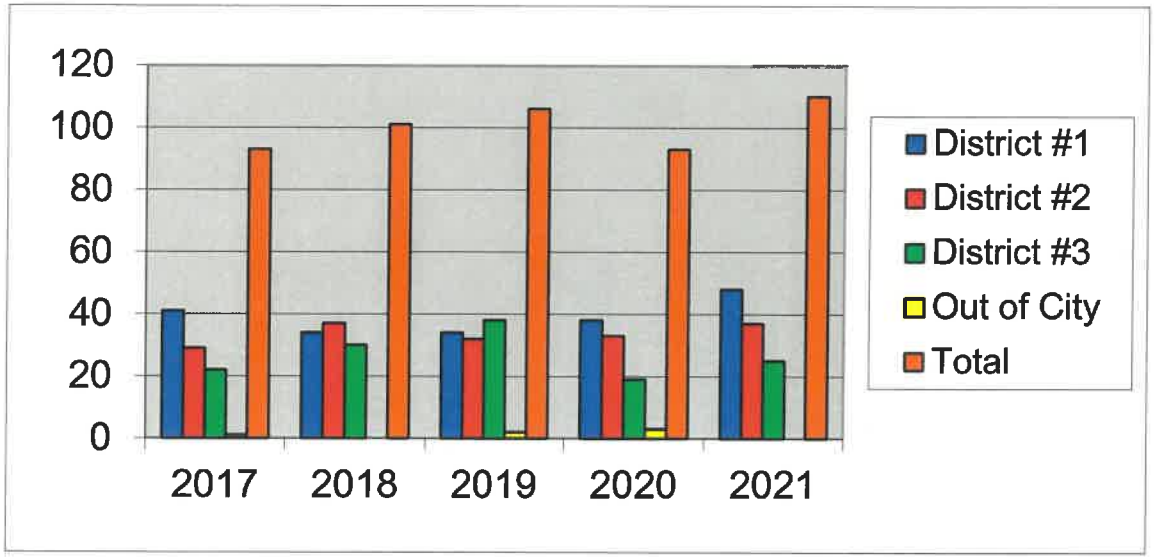
11	Mutual Aid calls inside Allegany County	
4	Mutual Aid calls outside of Allegany County	
15		
	Corriganville VFD	1
	Cresaptown VFD	7
	District #16 VFD	1
	Flintstone VFD	2
		11
	Ridgeley, WV VFD	4
		15

Cumberland Fire Department provided 4 Paramedic Assist Calls:

1	Paramedic Assist calls inside Allegany County	
3	Paramedic Assist calls outside of Allegany County	
4		
	Corriganville VFD	1
	Springfield Area Rescue, WV	1
	Wiley Ford, WV VFD	2
		4

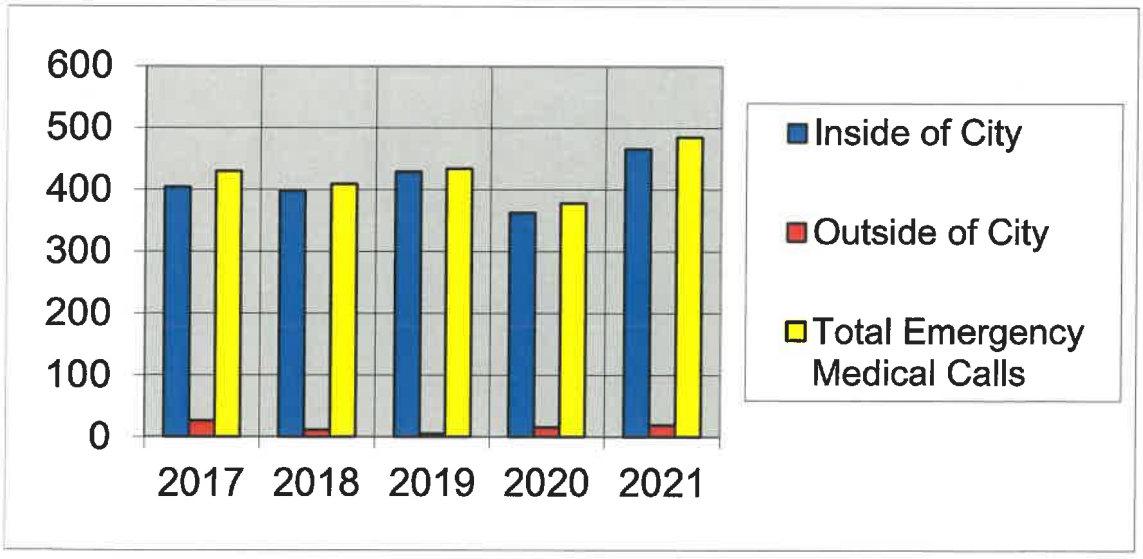
Fire Calls in the Month of April for a Five-Year Period

	2017	2018	2019	2020	2021
District #1	41	34	34	38	48
District #2	29	37	32	33	37
District #3	22	30	38	19	25
Out of City	1	0	2	3	0
Total	93	101	106	93	110



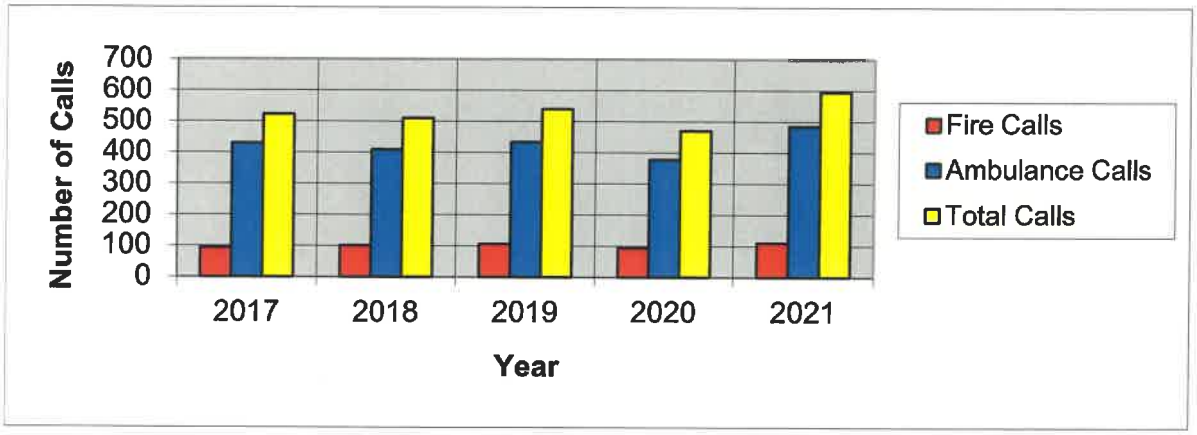
Ambulance Calls in the Month of April for a Five-Year Period

	2017	2018	2019	2020	2021
Inside of City	404	398	429	363	466
Outside of City	26	11	5	15	19
Total Emergency Medical Calls	430	409	434	378	485



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

	2017	2018	2019	2020	2021
Fire Calls	93	101	106	93	110
Ambulance Calls	430	409	434	378	485
Total Calls	523	510	540	471	595



Training

Training Man Hours:	**276.50**	
Training Listed Below:		
Safety Issues		22.00
Risk Management		1.00
Hose Operations		33.00
Apparatus Check Procedures		66.00
SCBA Inspection and Care		16.50
General Driver Training		8.00
Drug Box Inventory		6.00
Strategic and Tactical Operations		28.00
Ladder Training		8.00
Hose Lines		14.00
Hose Maintenance		4.00
Physical Fitness		14.00
Ropes and Knots		21.00
Extrication		20.00
Standpipe Operations		4.00
Search and Rescue		11.00
		276.50

Fire Prevention Bureau

Investigations Conducted	1
Inspections Performed	4
Conferences Held	42
Complaints Received	2
Correspondence Written	10
Plans Reviews	3

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

File Attachments for Item:

. Police Department monthly report for April, 2021



City of Cumberland Department of Police

Monthly Report

April 2021

City of Cumberland Department of Police

Monthly Report

April 2021

Part 1 Crimes for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
Aggravated Assaults	12	13	B & E (All)	19	14	Murder	0	0	Rape	1	4
Robbery	4	2	Theft - Felony	4	0	Theft - Vehicle	8	3			

Selected Criminal Complaints for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
Theft - Misdemeanor	12	17	Theft - Petty	31	13	Domestic Assaults	26	26	CDS	41	56
Disturbances	138	132	DOP/Vandalism	16	24	Indecent Exposure	2	1	Sex Off - Other	1	4
Suicide	1	0	Suicide - Attmpt.	0	0	Tampering M/V	0	0	Abuse - Child	2	1
Trespassing	15	16	Assault on Police	4	4	Assault Other	25	36			

Selected Miscellenous Incidents for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
Alcohol Volations	3	1	Juvenile Compl.	12	18	Missing Persons	7	6	School Resource	118	276
School Threat	0	0	Sex Off. Regist.	10	4	Truancy	0	5	Death Investigation	7	7

Selected Traffic Incidents for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
DWI	4	9	Hit & Run	10	20	M/V Crash	31	35	Traffic Stop	22	576

Selected Service Calls for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
Alarms	42	30	Assist Motorist	19	34	Check Well-Being	109	120	Foot Patrol	43	166
Assist Other Agency	40	59	Bike Patrol	2	8	Special Events	0	4	Suspicious Activity	59	69

Current Incident Status for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
Open	3	122	Arrest	163	264	Closed	2139	2629	Suspended	41	45

City of Cumberland Department of Police

Monthly Report

April 2021

Arrests Totals for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
M/V Citations	13	78	M/V SERO	0	1	M/V Warnings	15	497	Arrest on View Adult	26	41
Arrest On Crim. Cit.	5	14	Arrest Summons	26	35	Arrest Warrant Adult	20	37	Adult Crim.	77	134
Arrest Summon (Chrg)	23	22	Arrest Warrant (Chrg)	9	12	Juvenile Crim.	20	25	Arrest on View Juv	19	24
Arrest Warrant JUV	0	0	Emer. Petition	56	56	Fingerprinting	1	2	RunAway & Miss Per.	6	4
Civil Citation	1	8									

	2020	2021
Total Incidents Reported :	**2,346**	**3,060**

Chuck Ternent - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

APRIL 2021

SWORN PERSONNEL: 51 SWON OFFICERS

Administration	6 officers
Squad D1	10 officers
Squad N1	9 officers
Squad D2	10 officers
Squad N2	8 officers
C3I/C3IN	5 officers
School Resource	1 officers
Academy	2 recruits

CIVILIAN EMPLOYEES: 6 full time, 10 part time

CPD Office Associate	1 full time
CPD Records Clerk	1 full time
CPD Records Clerk	1 part time
Safe Streets Coordinator	1 full time*
CPD Patrol Assistant	1 full time
CPD Crime Analyst	1 full time*
CPD Maintenance	1 part time
C3IN Office Associate	1 part time**
C3I Office Associate	1 part time**
MPA Supervisor	1 part time
Parking Meter Supervisor	1 full time
Parking Enforcement	2 part time
Code Enforcement	3 part time

*=Grant funded **=Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 1081.5 YEAR TO DATE (beginning 07/01/20): 7,490
COMP TIME USED: 286.25 YEAR TO DATE (beginning 07/01/20): 2,177.50
SICK TIME USED: 86.5 YEAR TO DATE (beginning 07/01/20): 2,513.25

OVERTIME REPORT

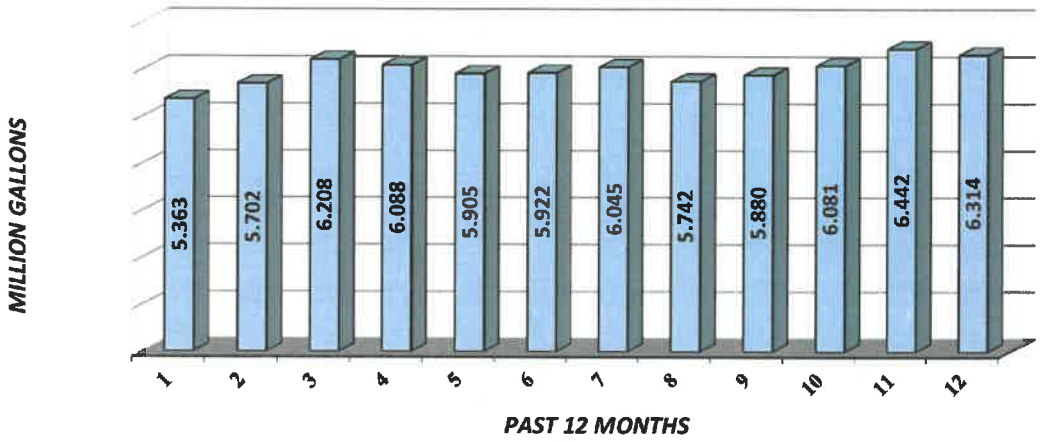
OVERTIME WORKED: 79.75 YEAR TO DATE (beginning 07/01/20): 1,744.75
HOSPITAL SECURITY: 91 YEAR TO DATE (beginning 07/01/20): 1170
COURT TIME WORKED: 18 YEAR TO DATE (beginning 07/01/20): 516.5

File Attachments for Item:

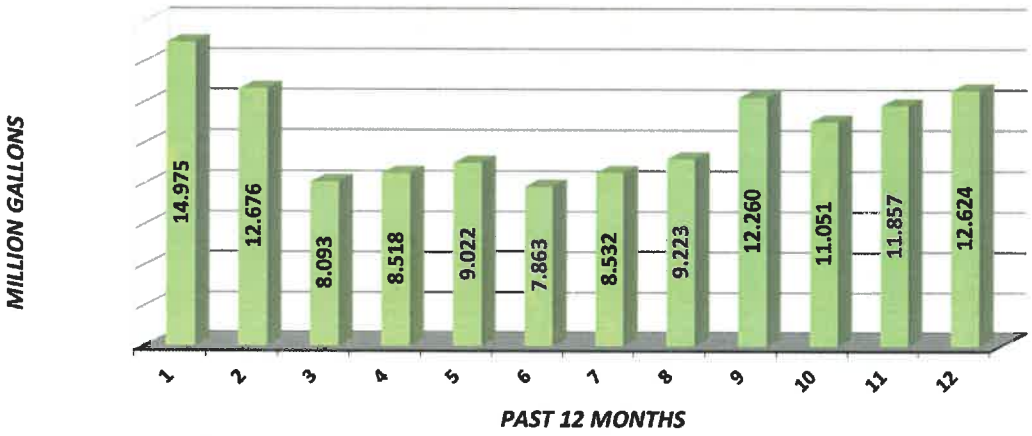
. Utilities Treatment Plants Department monthly report for March, 2021

TREATMENT PLANTS
MONTHLY UTILITY REPORT
MARCH 2021

AVERAGE DAILY PRODUCTION - WFP



AVERAGE DAILY PRODUCTION - WRF



BRIEF LIST of EVENTS

TREATMENT PLANTS

100% COMPLIANCE WITH ALL FEDERAL & STATE REGULATIONS

ALL PROCESS, MAINTENANCE, LABORATORY PROCEDURES REVIEWED, REVISED AND UPDATED

PLANT ELECTRICIANS REPLACED ELECTRICAL TRANSFORMER WHICH SUPPLIES POWER GORDON GATE HOUSE

PLANT ELECTRICIANS MAINTAINED ALL INSTRUMENTATION, CONTROLS & VFDS, ETC....

WFP NEW TUBULAR INTAKE SCREENS & LAKE AERATION SYSTEM BLOWERS ARE OPERATIONAL

WFP MEMBRANE & GAC PILOT PROCESSING COMPLETED.... GD&F ENGINEERS WILL FINALIZE STUDY IN NEXT 90 DAYS

WRF QUALIFIED FOR $300,000 O&M GRANT BY MEETING CHESAPEAKE BAY NUTRIENT LEVELS

WRF NEW CSO STORAGE & PUMPING FACILITY IS OPERTIONAL

File Attachments for Item:

. Utilities Division F/W/S monthly report for April, 2021

Utilities Division Activity Report for April 21 WATER					
REQUEST	W/E 4/9/21	W/E 4/16/21	W/E 4/23/21	W/E 4/30/21	MONTHLY TOTALS
Service Technicians					
NON READS/Go backs	9	23	14	33	79
FINAL READS/TURN ONS/SHUT OFFS & DEMOS	3	1	2		6
LEAK INVESTIGATIONS/turn off-on	11	10	7	5	33
METER/STOP INVESTIGATIONS	4	3	4	3	14
REPAIR WIRING/GET READING			1		1
ORANGE TAG FOR REPAIRS	4	6	3	3	16
RED/PINK TAG FOR SHUT OFF					0
TURN WATER ON	56	29	30	19	134
TURN WATER OFF					0
NONPMT/BAD CK/AGREE SHUT OFFS	46	29	36	13	124
SHUT OFF RECHECKS	1			1	2
REPLACE/REPAIR METER/LID/VALVE					0
DIRTY WATER/ODOR					0
SVC SEPARATIONS/INVESTIGATIONS	3		1		4
INSTALL COUPLERS/PLUGS/LOCK	2				2
NEW METER	4	1	1	5	11
METER FIELD TESTS-Residential	1			1	2
METER TESTS - Industrial					0
Ind - Register/Chamber Chg Out			3	2	5
Industrial - Chamber Cleaning					0
Industrial - Strainer Cleaning					0
HYDRANTS FLUSHED					0
PRESSURE CHECK/NO WATER/DIRTY WATER					0
MOVE METERS OUTSIDE/READINGS	4	9	6	7	26
SP Change Outs/Repairs/Reactivates/Move	8	10	9	13	40
Replace/Reattach smartpoint antenna					0
INSULATE METER BOXES					0
FREEZE UPS/METERS & LINES					0
CCP - BACKFLOW/RETRO	5	9	6	7	27
HYDRANT/IRRIGATION METER					0
Total					526
Pipe Technicians					
LINE LOCATOR	221	230	84	112	647
TAPS SERVICED	2	3	3	9	17
LEAKS REPAIRED	2	1	2		5
CUT IN NEW STOP @ PARK	4				4
TOPSOILED HOLES/SOUTH & MASS	2				2
TIGHTENED SETTER - 718 COLUMBIA AVE		3			3
HAULED STREET SAW TO SCRAP YARD		3			3
INVESTIGATE LEAK - CAMDEN/GOUND WATER		3			3
101 CEDAR ST - ABANDONED SERVICE		2			2
1 EVERGREEN TERR - ABANDONED SERVICE		2			2
EAST ST - HIT BY CONTRACTOR/TURNED OFF			1		1
NAVY WAY - NEW HYDRANT			4		4
ABANDONED SERVICE - 17 PAW PAW			3		3
NPL HIT DEADHEAD/TURNED OFF/126 ELDER			3		3
ABANDONED SERVICE - 1 ALTAMONT TERR			3		3
RAISED LID - 404 WASHINGTON			3		3
PUSHED OFF DUMP SITE @ PARK			3		3
CLEANED OUT WASHBAY @ WAREHOUSE			3		3
RAISED METER BOX/1003 LAFAYETTE				2	2
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0

Watershed

Completed new dump site at park - hauled stumps/removed tree/burned brush
Henderson Ave - Shut off stop @ dead head that was hit by NPL
Investigated leak at 911 center Dorn Ave
Tried to Locate & Worked on leak at 911 center - several days
Installed new 3/4" water line from Hudson Ave to ballfield @ park
Installed yard hyd @ Mayor's monument
Seeded, mulched, cold mixed at Park/Hudson/Dorn
Backfilled pipeline ditch
Cleaned & greased loader
Washed 379
Hauled block from BC Concrete to warehouse
Cleaned 382 & deck on trailer
Picked up John Deere Tractor from Somerset & hauled back to warehouse
Took risers to Belt Paving for Valley St
Hauled excavator back to dam
Cleaned out bin and hauled to dump site
Set wall block with crane truck for street dept
887 Patterson - moved meter outside
Meter Box - 416 Cumberland St
1114 Ella Ave - Replaced meter set/lid/raised box & Repaired leak
Pushed dirt @ park dump site
CDL Class B training with Brock

Projects

Projects - Lee St mainline	20				20
GRAND TOTAL					1259

April 2021 Monthly Report

FLOOD MAINTENANCE

Test run pumps and run gates

Check sewage regulators

Safety meeting

Mowed Rt. 28 ditch, West Levee ditch, narrows, viaduct, Dentist Office, Furlows

Bull pen.

Preform other maintenance work as required

SEWER BRANCH

Calls answered	22
Service lines opened	6
Owner's trouble	16
Traced lines/main	412
Mains Repairs/ Replace	4
Sewer taps installed/replaced	0
Cleaned catch basins	32
Cleanouts installed	1
Televised sewer mains	0 FEET
Televised sewer lines	0
Call outs/ overtime	4 callouts/ 6 hours overtime
Weekly check of overflows, pits	4
Catch basin repair/rebuild	1
Flushed mains	8,300 Feet
Gallons of water used	15,000 Gals.
608 Vac-con truck	9,000 Gals.

605 Flush truck 6,000 Gals.

Safety meeting

447 N. Mechanic St. repaired catch basin..
Replaced manhole lid on manhole #5 at Evitts Creek sewer main.
Replaced manhole lid on Chelsea St.
Cleaned R.O.W. at Evitts Creek sewer main for flushing
cutting roots and camera sewer main
checked Valley and Mechanic St. CSO
517 Patterson Ave. repaired sewer main (water)
E. Potomac St. repaired sewer main (NPL)
Paca and Smallwood removed brick from sewer main
Henderson Ave. repaired sewer main (NPL)
625 Columbia Ave. repaired sewer service line added C/O
Cleaned all basins at service center
Flushed siphons at Viaduct
Flushed and Vac. Main at Viaduct
Cleaned pump stations at Braddock Rd. And William St. (WWTP)
Cleaned grate in parking lot under 68 on Greene St.
Hydro 4 sites (sewer)
Hydro 3 sites (water)
Hydro 1 site (NPL)

File Attachments for Item:

1. Approval of the Work and Closed Session Minutes of April 13, 2021, and the Regular Session Minutes of April 20, 2021

Mayor and City Council of Cumberland

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

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

AGENDA

Work Session
City Hall Second Floor Conference Room

DATE: April 13, 2021

I. **4:30 PM** - Review of the public meeting agenda for April 20, 2021

II. Update on the Cumberland Gateway Project at Maryland Avenue

III. Update on the Baltimore Street Access Project

IV. Update regarding the CEDC Strategic Plan reassessment

V. Motion will be made to move into closed session to discuss the potential acquisition of a property located along Messick Road. Authority to closed the session is provided by Section 3-305(b) (3) of the General Provisions Article of the Annotated Code of Maryland.

VI. **5:15 PM** - Closed session

This meeting will be held remotely as a videoconference.

The following link may be used to view the work session live:

https://cumberlandmd.webex.com/cumberlandmd/onstage/g.php?MTID=ea76743c6989db017067af52b1b0bbde9

Or, go to the City's website at www.ci.cumberland.md.us and access the "Mayor and City Council Live Meetings" link under "Popular Links" on the front page.

Link: http://www.cumberlandmd.gov/606/Live-Meeting-Coverage

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, April 13, 2021
4:30 p.m.

This meeting was held via Video-Conference

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

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk; Ken Tressler, Director of Administrative Services; Robert Smith, City Engineer; Matt Miller, CEDC Executive Director; Stu Czapski, Economic Development Specialist

I. AGENDA REVIEW – APRIL 20, 2021

Mayor Morriss reviewed the Reports and Minutes on the agenda and called for any questions or comments. Being none, Mr. Rhodes reviewed **Ordinance No. 3885**, up for its 2nd & 3rd readings:

> **Ordinance No. 3885** – granting Shenandoah Cable Television, LLC the non-exclusive right to use the City's public rights-of-way for the delivery of high-speed internet service to Frostburg State University.
>
> Mr. Rhodes advised that this ordinance will allow Shenandoah Cable Television, LLC to use the City's public rights-of-way for the delivery of high-speed internet service to FSU, and explained the route the fiber will take. Mr. Smith advised that in exchange, the City will get access to twelve strands of fiber at six locations for cameras for the CPD, and potentially for traffic control. He added that they will need a future agreement in order to allow the company to sell access within the City to businesses, and the strands the City is getting in exchange cannot be sold to another entity.

Mr. Rhodes reviewed the Orders on the Consent Agenda:

Order 26,779 – authorizing the execution of an agreement with the MD Historical Trust for $100K in funding through the African-American Heritage Preservation Program for assisting with critical stabilization needs at Carver School, and approving a 100% match from the City.

> Mr. Rhodes advised that the match from the City is budgeted and said this will allow for some badly needed rehabilitation for the building from damage that has occurred over the years.

Order 26,780 – accepting the Sole Source proposal from Amazon Web Sources to provide hosting and support services for FY22 for an amount not-to-exceed $28K.

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

Order 26,781 – approving amendments to the CDBG Program 2019 Annual Action Plan, effective April 20, 2021, to include allocations for the 2020 S. Penn Playground Project, the 2019 PHA FCH Sidewalk Project, and the 2019 Admin./Program Income.

Mr. Rhodes advised that this will allow for allocation of some unused administrative funds for the two projects listed in the order.

Order 26,782 – accepting the bid from Carl Belt, Inc. for the Decatur St. 24" Crosstown Water Main Replacement Project (31-17-W) in the lump sum cost of $3,112,885.95, contingent upon MDE approval.

Mr. Rhodes advised that this is the water main that has been so problematic over the last decade, and said the City has $4.3M secured for this project, so Belt's bid was very welcome. Mr. Smith advised that the award is contingent on MDE approval, with an August 2021 start date.

Order 26,783 – accepting the Sole Source proposal from Hertrich Fleet Services, Inc. for one 2021 Ford Expedition 4WD XL Regular Length in the amount of $40,077, using joint pricing through Howard County, MD Contract #4400003197.

Order 26,784 – approving the submission of CDBG 2021 Annual Action Plan proposed projects to the DHCD for funding totaling $797,370.

Discussion:

In answer to a question from Council about the viability of the Carver project, the Mayor explained that they have to get their board in order before the grant can be given to them.

Mr. Smith discussed the gas company currently working on Decatur Street, and advised that this water main replacement job has been coordinated from day one, saying that Columbia Gas will be out of there well before the City starts the project.

Mr. Cohen discussed the Shenandoah Cable Television fiber, saying the agreement gives them the use of the City's rights-of-ways so they can establish a link between their system and Frostburg State University to provide the college with cable, and they need to go through the City to reach FSU. He advised that there doesn't need to be any excavation, or poles erected, saying they will use existing utility poles. He added that in exchange, the City gets 12 strands of fiber to be used for stop lights and traffic cameras, resulting in an approximate five-figure benefit to the City. He added that there's also the possibility that this company may want to partner with the City and provide cable TV here at a later date.

II. CUMBERLAND GATEWAY- MARYLAND AVE. PROJECT UPDATE

Mr. Miller advised that fill has been brought in to prepare for the construction of Phase 1 buildings. He said that the developer, Ed Scott, has submitted Phases 2 & 3, and should be taking place relatively soon after Phase 1 has commenced. He added that Mr. Scott has released some names of potential tenants that he has been speaking with, and said he is aware the City has a very specific target.

Mr. Miller relayed how pleased he was to be able to see some visual progress, and said that construction of the Verizon Wireless building should be first, then the 4-tenant strip mall, and development easterly towards Maryland Avenue from there. Mr. Miller also advised that Mr. Scott was working on handing contracts to a couple of homeowners that want to sell.

Mr. Miller said tenants are starting to come to the table more and said they are seeing interest from national brand businesses they hadn't expected, and added that this project should be successful in the near future. Mayor Morriss said he believes they see Cumberland as a growth area with potential and reviewed Phases 1, 2, and 3.

Mr. Smith advised that he had a conversation with Ed Scott about tomorrow's meeting regarding a traffic change on Cecelia Street, and asked for two members of Council to attend the meeting and get the temperature of those that attend. He reviewed a couple proposals that will be on the table:

1. Opening the entire length of Cecelia Street for 2-way traffic, with a channelizing median to the south and a "no-left-turn" at the intersection of Cecelia Street and Maryland Avenue due to its proximity with the off-ramp of I-68. Preferred method

2. Phase 3 – fast food drive-thru: 2-way to the Verizon entrance – least preferred method

There was discussion on who would attend the meeting, with Mayor Morriss advising that he had it on his schedule, and Councilman Frazier advised that the would attend. There was also discussion about if more than 2 Council members could attend, just to be there to listen and learn, with Mr. Cohen stating there shouldn't be any problem.

III. BALTIMORE STREET ACCESS PROJECT UPDATE

Mr. Miller advised that the public roll-out video that he and the Mayor co-hosted 3 weeks ago was shared on social media and had received great feedback. He added that in the video three different renderings were released of what the final product will look like, and said that they brought into context what we've been working towards.

Mr. Miller further advised that they received notification this afternoon that the capital grant award amount has been increased in an additional $250K, making the total award for this year $750K, which narrows the need for local funding. He added that things are wrapping up with William Cochran with the work group now meeting bi-weekly rather than weekly, and said as things progress, the work group will morph into a marketing committee. He stated that there have been discussions on the mitigation plans for businesses as well, and said they will continue to be up front and work with problems as they arise, while being as transparent and open as possible.

Mr. Smith advised that he intends to submit PS&E package to MDOT this Friday, which will be the first of several rounds and comments from State Highway, and said it's a big step. He added that the first round of comments will probably be about 8 weeks from now.

Mayor Morriss expressed his thanks to all the hard work from everyone to get where we're at now, and Mr. Miller agreed, saying there has been a lot of hands on deck for a long time, and commended all who have been a part of the process, and looks forward to pushing it forward.

IV. CEDC Strategic Plan Re-assessment Update

Mr. Miller advised that Mr. Czapski was given this project to spearhead, and said that Mr. Czapski was part of the original steering committee on the initial strategic plan.

Mr. Czapski advised that within the last week they've received several questions from the ARC, and said the responses have been drafted and will be submitted tomorrow. He added that he's optimistic that these will be the last questions, and then they'll get the official okay.

V. Adjournment

With no further business at hand, the meeting adjourned at 5:05 p.m.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____

Mayor and City Council of Cumberland

Closed Session Minutes

City Hall, 57 N. Liberty Street, Cumberland, MD 21502
Council Chambers
Tuesday, April 13, 2021, 5:15 p.m.

The Mayor and City Council convened in open session at 5:15 p.m. for the purpose of closing the meeting for an executive session pursuant to Section 3-305 (b)(3) of the General Provisions Article of the Annotated Code of Maryland to discuss the potential acquisition of a property located along Messick Road.

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

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

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk; Ken Tressler, Director of Administrative Services; Robert Smith, City Engineer; Matt Miller, CEDC Executive Director; Stu Czapski, Economic Development Specialist

Mayor and City Council of Cumberland

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

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

MINUTES

M&CC Regular Meeting
Video Conference

DATE: April 20, 2021

I. OPEN SESSION - 6:15 p.m.

II. Roll Call

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

Councilwoman Laurie P. Marchini was absent

Also Present: Jeffrey D. Rhodes, City Administrator; Marjorie A. Woodring, City Clerk; Michael S. Cohen, City Solicitor; Robert Smith, City Engineer; Kathy McKenney, Community Development Program Manager; Lee Borror, Community Development Specialist

III. Statement of Closed Meeting

1. Summary statement of the closed meeting held April 13, 2021

Mayor Morriss announced that a Closed Session had been held on April 13, 2021 at 5:21 p.m. and read into the record a summary of that session, which is attached hereto and made a part of these minutes as required under Section 3-306 (c) (2) of the General Provisions Article of the Annotated Code of Maryland.

IV. Director's Reports

Motion to approve the reports was made by Councilman Frazier, seconded by Councilman Bernard, and was passed on a vote of 4-0.

(A) Public Works

1. Maintenance Division monthly report for March, 2021

(B) Fire

1. Fire Department monthly report for March, 2021

(C) Police

1. Police Department monthly report for March, 2021

(D) Utilities - Flood, Water, Sewer

1. Utilities Division-Flood/Water/Sewer- monthly report for March, 2021

V. Approval of Minutes

Motion to approve the minutes was made by Councilman Cioni, seconded by Councilman Bernard, and was passed on a vote of 4-0.

1. Approval of the Closed Session Minutes of March 23, 2021, the Work Session Minutes of March 30, 2021, and the Work Session Minutes of April 6, 2021

VI. Unfinished Business

(A) Ordinances

1. **Ordinance No. 3885** *(2nd and 3rd readings)* - granting Shenandoah Cable Television, LLC the non-exclusive right to use the city's public rights-of-way for the delivery of high-speed internet service to Frostburg State University in exchange for the City's use of 12 strands of fiber for the connection of traffic signals and traffic cameras.

   Mr. Rhodes reviewed the ordinance and advised that this will allow Shenandoah Cable to use our rights-of-way to get fiber to Frostburg State, and added that in exchange the City will get access to 12 strands of fiber, which will be used for traffic control and cameras for the CPD.

SECOND READING: The Ordinance was presented in title only for its second reading. On a **motion** made by Councilman Frazier, and seconded by Councilman Cioni, the second reading was passed on a vote of 4-0.

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

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

VII. New Business

(A) Orders (Consent Agenda)

Mr. Rhodes provided background on all Consent Agenda items, and Mayor Morriss called for questions or comments. **Motion** to approve all items was made by Councilman Bernard, seconded by Councilman Cioni, and was passed on a vote of 4-0.

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

Mr. Rhodes advised that the City does have $100K budgeted for this project. Ms. McKenney advised that the most immediate need was to remediate vandalism on the interior and exterior of the school, including replacing stolen copper piping, bathroom, roof and window repairs, drywall, and elevator repairs.

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

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

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

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

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

Mr. Smith advised that the project is expected to start in August 2021, pending MDE approval, and provided details on the areas involved. He stated that the 8" service line will also be replaced, and said the project is fully funded using MDE grant and loan monies, as well as a grant from the Appalachian Regional Commission.

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

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

Order 26,784 - approving the submission of Community Development Block Grant (CDBG) 2021 Annual Action Plan proposed projects to the US Department of Housing and Urban Development for funding totaling $797,370.

Ms. Borror advised that the 2021 Annual Action Plan includes 14 projects for HUD funding,

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

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

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

Mr. Rhodes advised that this order authorizes the ARC Grant Agreement for $300K that Mr. Smith just spoke of, for the Decatur Street Water Main Project.

Mayor Morriss noted that the Decatur Street project is for much-needed repairs, as the residents of the Decatur Street area will attest to, and said he was happy to see this project come in well under budget.

The Mayor also thanked Ms. Borror for her hard work on the Community Development Block Grants, adding that the 14 projects will definitely be helping the community.

Mayor Morriss noted the passing of Sue Peskin, mother of Councilwoman Laurie Marchini, and offered condolences, saying the Peskin family had been a great family in the community for many years.

VIII. Public Comments

No public comments

All public comments are limited to 5 minutes per person

IX. Adjournment

With no further business at hand, the meeting adjourned at 6:32 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Marjorie A. Woodring _____

Mayor and City Council of Cumberland

Closed Session Summary

April 13, 2021

Video Conference

On April 13, 2021, the Mayor and City Council met in closed session at 5:21 p.m. by video conference to discuss the potential acquisition of a property located along Messick Road, pursuant to Section 3-305 (b) (3) of the General Provisions Article of the Annotated Code of Maryland.

Persons in attendance included Mayor Raymond Morriss; Council Members Seth Bernard, Richard Cioni, Eugene Frazier, and Laurie Marchini; Jeff Rhodes, City Administrator; Mike Cohen, City Solicitor; Ken Tressler, Director of Administrative Services; Marjorie Woodring, City Clerk; Matt Miller, CEDC Executive Director, and Stu Czapski, Economic Development Specialist, CEDC

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

No actions were voted upon and the meeting was adjourned at 6:00 p.m.

Raymond M Morriss

Raymond M. Morriss, Mayor

APR 20 2021

Entered into the public record on _____

File Attachments for Item:

. Ordinance 3886 *(1st reading)* - providing for the closure of a portion of a street known as Riverside Avenue, as requested by Northbranch Properties, LLC

ORDINANCE NO. 3886

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

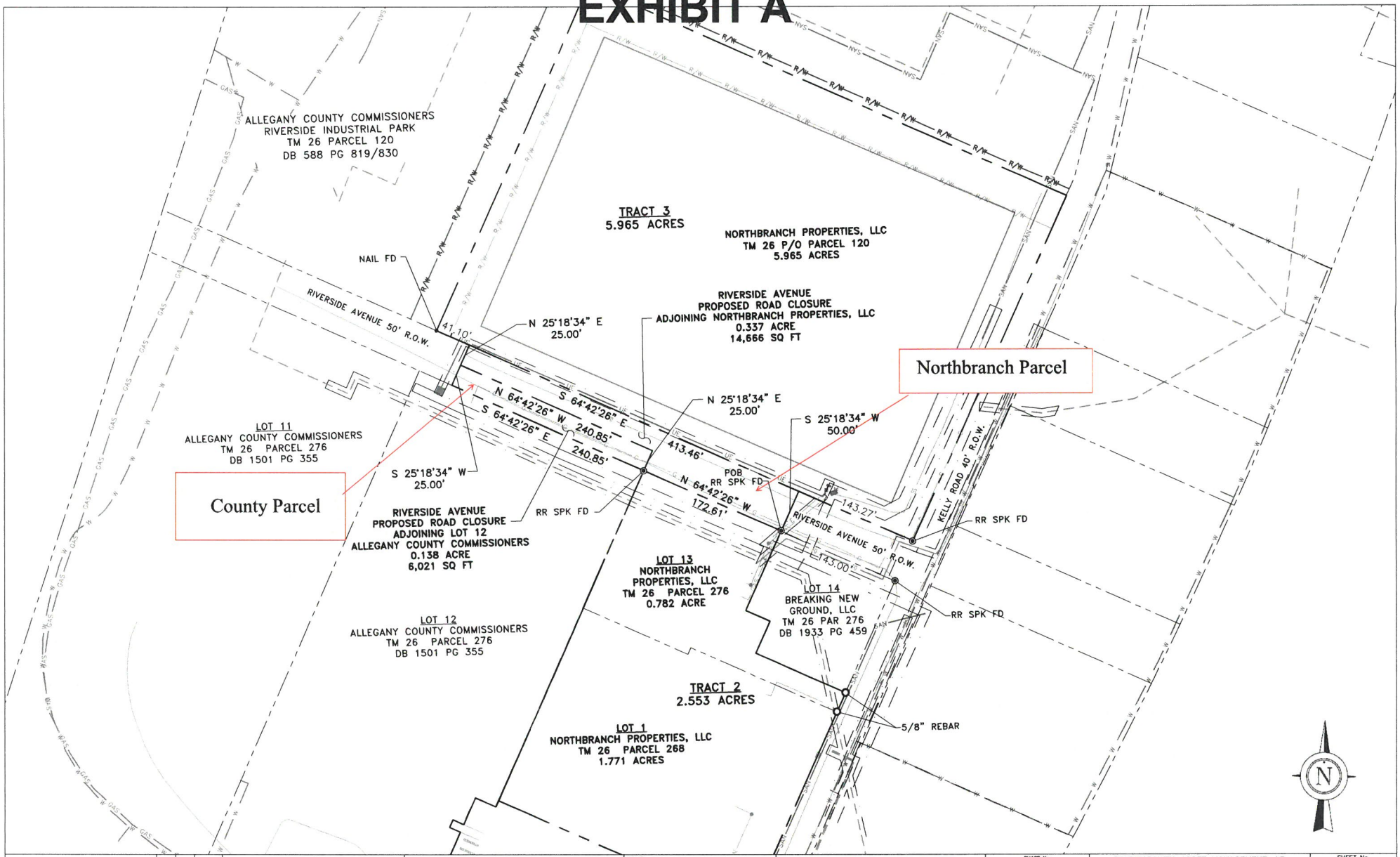
Passed the ____ day of _____, 2021.

_____
Raymond M. Morriss, Mayor

ATTEST:

_____
Marjorie A. Woodring, City Clerk

EXHIBIT A



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NO.	BY	DATE	DESCRIPTION

SCALE:
DRAWN: DATE:
CHECKED: DATE:
APPROVED: DATE:
SURVEY DATE:
SURVEY BY:
FIELD BOOK No.:

THRASHER
THE THRASHER GROUP INC.
CIVIL • ENVIRONMENTAL • CONSULTING • FIELD SERVICES
600 WHITE OAKS BOULEVARD, BRIDGEPORT, WV 26330
PHONE (304) 624-4108 • FAX (304) 624-7831

PHASE No.
CONTRACT No.
PROJECT No. 030-10098

FOCUSGROWTH ASSET MANAGEMENT, LP
MANTICORP, LLC
PROPOSED RIVERSIDE AVENUE
ROAD CLOSURE EXHIBIT
ALLEGANY COUNTY, MARYLAND

SHEET No. 1

LAYOUT TAB: Layout

EXHIBIT B

NORTHBRANCH PARCEL

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

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

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

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

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

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

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

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

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

EXHIBIT C

COUNTY PARCEL

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

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

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

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

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

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

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

EXHIBIT D

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

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

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

FURTHERMORE, notwithstanding anything to the contrary hereinbefore, it is understood that the party of the second part wishes to construct a breezeway across the

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

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

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

IT IS UNDERSTOOD AND AGREED, that the foregoing easements, covenants and restrictions shall be deemed to touch and concern the land, shall run with the title to the land, shall inure to the benefit of the party of the first part and the other parties thereby benefited, and shall be binding upon the party of the second part and all future owners or possessors of all or any of the land hereby conveyed as well as their personal representatives, heirs, successors and assigns, and any and all persons and entities claiming through them.

File Attachments for Item:

. Ordinance No. 3887 *(1st reading)* - providing for the City Tax Levy for FY22. Real Estate tax rate to remain at $1.0595 per $100 of assessed value. Personal Property tax rate to remain at $2.648 per $100 of assessed value.

ORDINANCE NO. 3887

An Ordinance of the Mayor and City Council of Cumberland, Maryland, entitled, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND PROVIDING FOR THE CITY TAX LEVY FOR THE FISCAL YEAR BEGINNING JULY 1, 2020, AND ENDING JUNE 30, 2022."

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

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

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

Passed this _____ day of June, 2021.

_____
Raymond M. Morriss, Mayor

ATTEST:

_____
Marjorie A. Woodring
City Clerk

File Attachments for Item:

. Ordinance No. 3888 *(1st reading)* - providing for the annual appropriation for the FY22 General Fund

ORDINANCE NO. 3888

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

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

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

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

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

Passed this _____ day of June, 2021.

_____
Raymond M. Morriss, Mayor

ATTEST:

_____
Marjorie A. Woodring
City Clerk

File Attachments for Item:

. Ordinance No. 3889 *(1st reading)* - providing for an appropriation for the FY22 Water Fund

ORDINANCE NO. 3889

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

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

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

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

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

Passed this _____ day of June, 2021.

_____
Raymond M. Morriss, Mayor

ATTEST:

_____
Marjorie A. Woodring
City Clerk

File Attachments for Item:

. Ordinance No. 3890 *(1st reading)* - providing for an appropriation for the FY22 Sewer Fund

ORDINANCE NO. 3890

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

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

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

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

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

Passed this _____ day of June, 2021.

_____
Raymond M. Morriss, Mayor

ATTEST:

_____
Marjorie A. Woodring
City Clerk

File Attachments for Item:

. Ordinance No. 3891 *(1st reading)* - providing for the annual appropriations for the FY22 Special Purpose Funds

ORDINANCE NO. __3891_____

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

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

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

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

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

Passed this _____ day of June, 2021.

_____
Raymond M. Morriss, Mayor

ATTEST:

_____
Marjorie A. Woodring
City Clerk

File Attachments for Item:

. Order 26,790 - accepting the bid from Gwin, Dobson & Foreman, Inc. for the "Influent Screening System Upgrade Project" (2-21-WWTP) in the lump sum cost of $70,000

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. 26,790 **DATE:** May 18, 2020

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

THAT, the proposal of Gwin, Dobson & Foreman, Inc., 3121 Fairway Drive, Altoona, PA, 16602 for City Project "Influent Screening System Upgrade" (02-21-WWTP) in the lump sum cost of Seventy Thousand Dollars and No Cents ($70,000.00) be and is hereby accepted; and

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

_____

Raymond M. Morriss, Mayor

Company	Cost
Gwin, Dobson & Foreman, Inc.	**$70,000.00**
Buchart Horn, Inc.	$205,500.00
The Thrasher Group	$203,000.00
Waste Water Management	$84,700.00
Herbert, Rowland & Grubic, Inc.	$87,800.00
Rummel, Klepper & Kahl, LLP	$156,500.00

Funding: 003.399.TP6.63000

Council Agenda Summary

Meeting Date: 5/4/2021

Key Staff Contact: Matt Idleman, PE

Item Title:

Award Influent Screening System Upgrade Design Contract

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

Award Influent Screening System Upgrade Design Contract to low responsive bidder, Gwin, Dobson & Foreman, Inc., in the lump sum cost of $70,000.

Project involves design of two mechanically cleaned fine screens to replace the existing headworks mechanical bar screen; in addition to providing construction bidding phase support and construction phase support.

This project was advertised for bid on 3/22/21. Bids closed on 4/21/21, with three qualified bids being received. The low bidder was Gwin, Dobson & Foreman, Inc. with an acceptable bid of $70,000. The other acceptable bids ranged from $84,700 to $205,500.

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

Amount of Award: $70,000.00

Budget number: 003.399.TP6.63000

Grant, bond, etc. reference: City Funds

CITY OF CUMBERLAND MARYLAND

PROJECT INFORMATION	
Project Title:	Engineering Services: Influent Screening System Upgrade
City Project:	2-21-WWTP
Contract Length:	90 Calendar Days
BID OPENING	
Date & Time:	April 21, 2021 2:30 PM EDT
Location:	Council Chambers, City Hall Cumberland, MD 21502

CERTIFIED BID TABULATION

BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
Gwin, Dobson & Foreman, Inc.	**Buchart Horn, Inc.**	**The Thrasher Group, Inc.**	**Waste Water Management, a Division of Century Engineering, Inc.**	**Herbert, Rowland & Grubic, Inc.**	**Rummel, Klepper & Kahl, LLP**
3121 Fairway Drive Altoona, PA 16602	3700 Koppers Street Suite 540 Baltimore, MD 21277	600 White Oaks Blvd. Bridgeport, WV 26330	2820 Dorr Avenue Suite 200 Fairfax, VA 22031	829 Fairmont Road Suite 201 Morgantown, WV 26501	700 East Pratt Street Suite 500 Baltimore, Maryland 21202

				Gwin, Dobson & Foreman, Inc.		Buchart Horn, Inc.		The Thrasher Group, Inc.		Waste Water Management, a Division of Century Engineering, Inc.		Herbert, Rowland & Grubic, Inc.		Rummel, Klepper & Kahl, LLP	
BIDS AND ALTERNATES															
BID NO.	**DESCRIPTION OF BID**	**UNITS**	**QTY.**	**UNIT PRICE**	**AMOUNT**	**UNIT PRICE**	**AMOUNT**	**UNIT PRICE**	**AMOUNT**	**UNIT PRICE**	**AMOUNT**	**UNIT PRICE**	**AMOUNT**	**UNIT PRICE**	**AMOUNT**
1	Design Services	LS	1	$ 52,000.00	$ 52,000.00	$ 120,000.00	$ 120,000.00	$ 124,000.00	$ 124,000.00	$ 54,000.00	$ 54,000.00	$ 67,500.00	$ 67,500.00	$ 92,460.00	$ 92,460.00
2	Construction Bidding Phase Support	LS	1	$ 5,000.00	$ 5,000.00	$ 12,500.00	$ 12,500.00	$ 25,000.00	$ 25,000.00	$ 5,800.00	$ 5,800.00	$ 3,000.00	$ 3,000.00	$ 9,710.00	$ 9,710.00
3	Construction Phase Services	LS	1	$ 13,000.00	$ 13,000.00	$ 73,000.00	$ 73,000.00	$ 54,000.00	$ 54,000.00	$ 24,900.00	$ 24,900.00	$ 17,300.00	$ 17,300.00	$ 54,330.00	$ 54,330.00

	Gwin, Dobson & Foreman, Inc.		Buchart Horn, Inc.		The Thrasher Group, Inc.		Waste Water Management, a Division of Century Engineering, Inc.		Herbert, Rowland & Grubic, Inc.		Rummel, Klepper & Kahl, LLP	
	Bid	✓	**Bid**	✓	**Bid**	✓	**Bid**	✓	**Bid**	✓	**Bid**	✓
	AoQtB	✓	**AoQtB**	✓	**AoQtB**	✓	**AoQtB**	✓	**AoQtB**	✓	**AoQtB**	✓
	LPC	**N/A**	**LPC**	**N/A**	**LPC**	**N/A**	**LPC**	**N/A**	**LPC**	**N/A**	**LPC**	**N/A**
	ARVF	✓	**ARVF**	✓	**ARVF**	✓	**ARVF**	✓	**ARVF**	✓	**ARVF**	✓
BASE BID	**$ 70,000.00**		**$ 205,500.00**		**$ 203,000.00**		**$ 84,700.00**		**$ 87,800.00**		**$ 156,500.00**	

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

Matt Idleman, PE

Senior Engineer

File Attachments for Item:

. Order 26,791 - authorizing the execution of Change Order No. 5 to the "Residential Mowing Contract" (10-19-M) with Casey Smith, LLC, dba Service Pro, for the added amount of $700, making the new contract value $58,685.00. This change order will add and remove properties recently acquired by and sold by the City to the current contract through the end of the fiscal year.

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. 26,791 **DATE:** May 18, 2021

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

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 5 to the current contract with Casey Smith LLC dba ServicePro, 15707 Saint Patrick's Church Road, NW, Mount Savage, MD, 21545, for City Project "2019 Residential Grass Mowing" (10-19-M) in the increased amount of Seven Hundred Dollars and No Cents ($700.00), to add or remove recently acquired or sold properties at various locations within city limits, bringing the new contract value to Fifty-eight Thousand, Six Hundred Eighty-five Dollars and No Cents ($58,685.00).

_____

Raymond M. Morriss, Mayor

Casey Smith LLC dba ServicePro	**Amount**
Original Contract Amount	$45,460.00
Change Order No. 1	$ 975.00
Change Order No. 2	$ 5,475.00
Change Order No. 3	$ 4,800.00
Change Order No. 4	$ 1,800.00
Current Change Order No. 5	**$ 700.00**
New Contract Amount	**$58,685.00**

Budget - 001.078.20100

Council Agenda Summary

Meeting Date: 5/4/2021

Key Staff Contact: Derrik Grimm

Item Title:

Change Order No 5 to Residential Mowing Contract

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

This change order is to add/remove properties recently acquired/sold by the City at various locations within City Limits. These will be added to the contract to allow mowing through the end of the FY. These properties will now be part of the year 2 contract, carrying into year 3. This will add an additional $700.00 to the current contract. The new contract value will be $58,685.00. Original contract was approved with M&CC order no. 26,462, change order 1 was approved with M&CC Order no. 26,564, change order 2 was approved with M&CC Order no. 26,634, change order 3 was approved with M&CC Order no. 26,667, and change order 4 was approved with M&CC Order no. 26,703.

Amount of Award: $700.00 for project total $58,685.00

Budget number: 001.078.20100

Grant, bond, etc. reference: City Funds

City of Cumberland

Change Order Number: 5

Project: Residential Grass Mowing Contract
City Project No.: 10-19-M
Purchase Order No.: 2021-190
Contractor: Service Pro
Vendor No.: 239

The Change Order modifies (adds or deletes work) the contract as follows:

Add / Delete	*Unit*	*Est # of Cuttings*	*Cost Per Cutting*	*Description*	*Delete*	*Add*
Mowing of City Owned Property Throughout the City of Cumberland						
Delete	EA	20	$ (35.00)	451 Pine Ave	-$700.00	
Delete	EA	20	$ (30.00)	Arch St. @ First St.	-$600.00	
Delete	EA	20	$ (60.00)	Davidson St.	-$1,200.00	
Delete	EA	20	$ (35.00)	532 N. Centre St.	-$700.00	
Delete	EA	20	$ (35.00)	Evergreen Terrace	-$700.00	
Delete	EA	20	$ (20.00)	1016 Ella Ave	-$400.00	
Delete	EA	20	$ (50.00)	409 Walnut St.	-$1,000.00	
Delete	EA	20	$ (35.00)	17-19 Waverly Terr	-$700.00	
Delete	EA	20	$ (20.00)	417-419 Walnut St.	-$400.00	
Delete	EA	20	$ (20.00)	884 Sperry Terr	-$400.00	
Add	EA	20	$ 35.00	443 Baltimore Ave		$700.00
Add	EA	20	$ 40.00	471 Baltimore Ave		$800.00
Add	EA	20	$ 30.00	445 Central Ave		$600.00
Add	EA	20	$ 55.00	453-455 Central Ave		$1,100.00
Add	EA	20	$ 50.00	318-324 Estella St		$1,000.00
Add	EA	20	$ 40.00	325 Independence St		$800.00
Add	EA	20	$ 45.00	723 LaFayette Ave		$900.00
Add	EA	20	$ 40.00	909 Maryland Ave		$800.00
Add	EA	20	$ 40.00	447-449 N Waverly Terr		$800.00
				TOTALS	-$6,800.00	$7,500.00

The Original Contract Sum was:

The Original Contract Sum was:	$45,460.00
Previous Change Orders:	$12,525.00
Contract Sum as a result of Previous Change Orders:	$57,985.00
The Contract Sum increased/decreased by this Change Order:	$700.00
The New Contract Sum as a result of this Change Order is:	**$58,685.00**

Contract Time Change: No time added

Recommended by: Merrill Sims — *Contracts Admin Officer* — 4/27/21 *Date*

Contractor: Service Pro

_____ *Date*

Accepted by: Robert Smith — *Director of Engineering* — 4/27/21 *Date*

Approved By: _____ *City Administrator* *Date*

Mayor and City Council Order Number Authorizing this Change Order: _____

File Attachments for Item:

. Order 26,792 - authorizing the Chief of Police to accept a FY22 State Aid for Police Protection Fund Grant in the amount of Four Hundred Fifty-Eight Thousand, Seven Hundred Fifteen Dollars ($458,715.00) to be used exclusively to provide adequate police protection in the City of Cumberland.

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. 26,792 **DATE:** May 18, 2021

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

THAT, the Chief of Police be and is hereby authorized to accept a FY22 State Aid for Police Protection Fund Grant in the amount of Four Hundred Fifty-Eight Thousand, Seven Hundred Fifteen Dollars ($458,715.00) to be used exclusively to provide adequate police protection in the City of Cumberland.

_____

Raymond M. Morriss, Mayor

CHANGING Maryland for the Better
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CROWNSVILLE, MD 21032-2023

GOVERNOR'S COORDINATING OFFICES

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May 03, 2021

Chief Chuck Ternent
Chief of Police
Cumberland Police Department
20 Bedford Street
Cumberland, MD 21502

SAPP-2022-0003

Dear Chief Ternent:

Please be advised that, pursuant to the FY 2022 State budget, the Cumberland Police Department will receive $458,715.00 from the FY 2022 State Aid for Police Protection Fund. The State Aid for Police Protection Fund is an annual formula grant to be used exclusively to provide adequate police protection in the subdivisions and qualifying municipalities of Maryland.

Your estimated allocation for FY 2022 is derived from the information provided on Forms No. 2 and 3. The actual amount of aid will be recalculated based on the actual FY 2021 expenditures for police protection that you will provide on Form No. 1 and the applicable CAFR Reconciliation Form which will be due on January 31, 2022. Payments will be made on the last day of each quarter.

To participate in the FY 2023 State Aid for Police Protection Fund program, an online grant application submission is required. Additionally, the original signed hard copies of Form No. 2 (Estimated Expenditures for FY 2023) and Form No. 3 (Municipal Sworn Officer Allocation as of June 30, 2021) must be uploaded into the online system under the documents tab of the application. Instructions will be provided as we get closer to the due date. It is important that we receive all forms in a timely manner so that the formula may be calculated correctly.

The State Aid for Police Protection Fund Notice of Funding Availability, the required forms, and instructions for FY 2023 will be tentatively available on our website in early October 2021, and will be available to download through our website at http://goccp.maryland.gov/grants/programs/sapp/. You will be notified one month prior to the submission due dates by email. If the applicant or implementing agency authorized official has changed, please do not delay submitting a request to make the necessary changes now by using the instructions provided online at http://goccp.maryland.gov/grants/changing-authorized-official/.

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

Sincerely,

V. Glenn Fueston, Jr.
Executive Director

Cc: Lieutenant John Yarnall
Ms. Cindy Hartley

Governor's Office of Crime Control and Prevention

Regional Monitor: Carpintieri, Angela
Fiscal Specialist: Tisari, Anna

Grant Award - Special Conditions

Grant Award Number:	SAPP-2022-0003	**Sub-Recipient:**	Cumberland Police Department
Award Period:	07/01/2021 - 06/30/2022	**Implementing Agency:**	Cumberland Police Department
Project Title:	State Aid for Police Protection		

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

In addition, the Tips and Guidance page is provided as a resource on the GOCCP website (http://goccp.maryland.gov/grants/tips-and-guidance/) to address frequently asked questions.

2 Throughout the entire period of the grant, the sub-recipient must maintain a valid DUNS Number and current registration with SAM.gov, previously the Central Contractor Registry (CCR). If this number expires during the life of the grant the sub-recipient will not be able to draw down any funds until this number has been re-activated.

A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entries receiving federal funds. Information about the registration procedure for SAM can be found at www.SAM.gov.

3 If the Maryland State Police (MSP) encounters difficulty obtaining the necessary crime data on a timely basis from local jurisdictions that provide the data for inclusion in the UCR, MSP shall notify the Governor's Office of Crime Control & Prevention (GOCCP). GOCCP shall withhold a portion, totaling at least 15% but no more than 50%, of that jurisdiction's State Aid for Police Protection (SAPP) grant funds upon receipt of notification from MSP.

4 Form 1 (Actual Expenditures for Police Protection) and your agency's Annual Audit These reports are due to arrive at GOCCP no later than COB on January 25th. Form 1 figures must also reconcile to your auditor's report.

5 All awardees will be required to submit a detailed fiscal year-end report that reflects the overall successes that were accomplished through the use of these grant funds. The report must describe in detail how law enforcement staffing has changed and provide a comparison of the State Aid for Police Protection efforts over the previous year. This fiscal year-end report will be due by July 15th and must also be uploaded into the online grants management system.

Governor's Office of Crime Control and Prevention

Regional Monitor: Carpintieri, Angela
Fiscal Specialist: Tisari, Anna

Budget Notice

Grant Award Number: SAPP-2022-0003
Sub-recipient: Cumberland Police Department
Project Title: State Aid for Police Protection
Implementing Agency: Cumberland Police Department
Award Period: **07/01/2021 - 06/30/2022**

CFDA: State General Fund

Funding Summary			
	Grant Funds	100.0 %	**$458,715.00**
	Cash Match	0.0 %	**$0.00**
	In-Kind Match	0.0 %	**$0.00**
	Total Project Funds		**$458,715.00**

Other

Description	Funding	Quantity	Unit Cost	Total Budget
Budget Allocation	Grant Funds	1	$458,715.00	$458,715.00
			Other Total:	$458,715.00

Approved: _____

Governor's Office of Crime Control and Prevention Authorized Representative

Effective Date: 7/1/2021

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CROWNSVILLE, MD 21032-2023

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May 03, 2021

Lieutenant John Yarnall
Lieutenant
Cumberland Police Department
20 Bedford Street
Cumberland, MD 21502

SAPP-2022-0003

Dear Lieutenant Yarnall:

Please be advised that, pursuant to the FY 2022 State budget, the Cumberland Police Department will receive $458,715.00 from the FY 2022 State Aid for Police Protection Fund. The State Aid for Police Protection Fund is an annual formula grant to be used exclusively to provide adequate police protection in the subdivisions and qualifying municipalities of Maryland.

Your estimated allocation for FY 2022 is derived from the information provided on Forms No. 2 and 3. The actual amount of aid will be recalculated based on the actual FY 2021 expenditures for police protection that you will provide on Form No. 1 and the applicable CAFR Reconciliation Form which will be due on January 31, 2022. Payments will be made on the last day of each quarter.

To participate in the FY 2023 State Aid for Police Protection Fund program, an online grant application submission is required. Additionally, the original signed hard copies of Form No. 2 (Estimated Expenditures for FY 2023) and Form No. 3 (Municipal Sworn Officer Allocation as of June 30, 2021) must be uploaded into the online system under the documents tab of the application. Instructions will be provided as we get closer to the due date. It is important that we receive all forms in a timely manner so that the formula may be calculated correctly.

The State Aid for Police Protection Fund Notice of Funding Availability, the required forms, and instructions for FY 2023 will be tentatively available on our website in early October 2021, and will be available to download through our website at http://goccp.maryland.gov/grants/programs/sapp/. You will be notified one month prior to the submission due dates by email. If the applicant or implementing agency authorized official has changed, please do not delay submitting a request to make the necessary changes now by using the instructions provided online at http://goccp.maryland.gov/grants/changing-authorized-official/.

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Sincerely,

V. Glenn Fueston, Jr.
Executive Director

Cc: Chief Chuck Ternent
Ms. Cindy Hartley

Governor's Office of Crime Control and Prevention

Regional Monitor: Carpintieri, Angela
Fiscal Specialist: Tisari, Anna

Grant Award - Special Conditions

Grant Award Number:	SAPP-2022-0003	**Sub-Recipient:**	Cumberland Police Department
Award Period:	07/01/2021 - 06/30/2022	**Implementing Agency:**	Cumberland Police Department
Project Title:	State Aid for Police Protection		

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

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2 Throughout the entire period of the grant, the sub-recipient must maintain a valid DUNS Number and current registration with SAM.gov, previously the Central Contractor Registry (CCR). If this number expires during the life of the grant the sub-recipient will not be able to draw down any funds until this number has been re-activated.

A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entries receiving federal funds. Information about the registration procedure for SAM can be found at www.SAM.gov.

3 If the Maryland State Police (MSP) encounters difficulty obtaining the necessary crime data on a timely basis from local jurisdictions that provide the data for inclusion in the UCR, MSP shall notify the Governor's Office of Crime Control & Prevention (GOCCP). GOCCP shall withhold a portion, totaling at least 15% but no more than 50%, of that jurisdiction's State Aid for Police Protection (SAPP) grant funds upon receipt of notification from MSP.

4 Form 1 (Actual Expenditures for Police Protection) and your agency's Annual Audit These reports are due to arrive at GOCCP no later than COB on January 25th. Form 1 figures must also reconcile to your auditor's report.

5 All awardees will be required to submit a detailed fiscal year-end report that reflects the overall successes that were accomplished through the use of these grant funds. The report must describe in detail how law enforcement staffing has changed and provide a comparison of the State Aid for Police Protection efforts over the previous year. This fiscal year-end report will be due by July 15th and must also be uploaded into the online grants management system.

Governor's Office of Crime Control and Prevention

Regional Monitor: Carpintieri, Angela
Fiscal Specialist: Tisari, Anna

Budget Notice

Grant Award Number: SAPP-2022-0003
Sub-recipient: Cumberland Police Department
Project Title: State Aid for Police Protection
Implementing Agency: Cumberland Police Department
Award Period: **07/01/2021 - 06/30/2022**

CFDA: State General Fund

Funding Summary			
	Grant Funds	100.0 %	**$458,715.00**
	Cash Match	0.0 %	**$0.00**
	In-Kind Match	0.0 %	**$0.00**
	Total Project Funds		**$458,715.00**

Other

Description	Funding	Quantity	Unit Cost	Total Budget
Budget Allocation	Grant Funds	1	$458,715.00	$458,715.00
			Other Total:	$458,715.00

Approved: _____

Governor's Office of Crime Control and Prevention Authorized Representative

Effective Date: 7/1/2021

Council Agenda Summary

Meeting Date: May 4, 2021

Agenda Item Number: FY22 State Aid for Police Protection Fund

Key Staff Contact: Chief Chuck Ternent

Item Title:

FY22 State Aid for Police Protection Fund

Summary:

Authorize Chief Chuck Ternent to accept the FY22 State Aid for Police Protection Fund grant in the amount of $ 458,715 to be used exclusively to provide adequate police protection in the qualifying municipality of Cumberland, Maryland.

Issues and Considerations:

Enter Text Here

Fiscal Impact:	
Is this item budgeted? Yes No	
Budget:	$
Value of award:	$458,715
If item is not budgeted, does the budget need to be appropriated? □ Yes □ No	
Is there grant funding being used? X Yes No	
If grant funding is being used, does it require a City match? □ Yes No	
Match provisions:	Enter Text Here
Is this a sole source purchase? □ Yes □ No (If so, attach department recommendation and approval from City Administrator.)	

File Attachments for Item:

. Order 26,793 - Authorizing execution of a Joint Use Agreement with Allegany College of Maryland acknowledging that the City is applying for Community Parks and Playground Program funding for the construction of a sand volleyball court for public use that is to be located on land owned by ACM, and outlining the terms for the operation and maintenance of that facility should the funding be granted

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. 26,793 **DATE:** May 18, 2021

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

THAT, the Mayor be and is hereby authorized to execute a Maryland DNR Community Parks and Playgrounds Program Joint Use Agreement with Allegany College of Maryland (ACM) acknowledging that the City is applying for Community Parks and Playground Program funding for the construction of a sand volleyball court for public use that is to be located on land owned by ACM, and outlining terms for the operation and maintenance of that facility, should the funding be granted.

_____

Raymond M. Morriss, Mayor

MARYLAND DEPARTMENT OF NATURAL RESOURCES
COMMUNITY PARKS AND PLAYGROUNDS (CP&P) PROGRAM

JOINT-USE AGREEMENT

THIS JOINT-USE AGREEMENT (this Agreement) is made this _____ day of _____, 20_____, by and between:

(a) _____
(hereinafter, the Local Government)

(b) _____
(hereinafter, the Third Party), and

(c) The Department of Natural Resources, acting for and on behalf of the State of Maryland (hereinafter, the Department)

WHEREAS, the Local Government is applying Community Parks and Playgrounds funds appropriated by the Maryland General Assembly and administered by Program Open Space under Title 5, Subtitle 9 of the Natural Resources Article (2012 Replacement Volume, as amended) for recreational facilities on lands owned by the Third Party.

NOW, THEREFORE, the Local Government, the Third Party, and the Department agree as follows:

1. This Agreement applies to the facility described in the Community Parks and Playgrounds Application and Project Agreement # 7270-1-451, set forth in **Attachment A**, which is hereby incorporated herein by reference (the Project).

2. Any additional agreements between the Local Government, the Third Party, and any other parties with respect to the Project are set forth in **Attachment B**, which is hereby incorporated herein by reference. In the event of a conflict between the terms of **Attachment B** and the terms of this Agreement, the terms of this Agreement shall prevail.

3. The Local Government shall operate and maintain, or have operated and maintained, the Project throughout its estimated life of 20 years from the date of Board of Public Works approval as set forth in **Attachment A** and associated documents.
    a. The Project shall be maintained so as to appear attractive and inviting to the public.
    b. Sanitation and sanitary facilities shall be maintained in accordance with applicable State and local health standards.
    c. The Project shall be kept reasonably safe for public use.
    d. Buildings, roads, trails and other structures and improvements shall be kept in reasonable repair so as to prevent undue deterioration and to encourage public use.

4. The Local Government and the Third Party shall ensure that:
    a. The Project shall be open for public use at all reasonable hours and times of the year, according to the type of area and facility.
    b. The Project shall be open to entry and use by all persons, regardless of race, color, religion, sex, age, handicap, marital status, sexual orientation, gender, or ancestry or national origin, and shall be operated in compliance with Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964) and its amendments, the Americans with Disabilities Act of 1990, P.L. 101-336 and its amendments, and Section 20-601 et. seq. (Discrimination in Employment) of the State Government Article of the Annotated Code of Maryland (2014 Repl. Vol. and 2016 Supp.)
    c. The Project shall be retained and used for public outdoor recreation or open space purposes. The Project shall not be converted to any other use without the prior written approval of the Secretary of the Department of Natural Resources, the Secretary of the Department of Budget and Management, and the Secretary of the Department of Planning. Said approval shall not be granted unless the Local Government and/or Third Party replace the Project with facilities of at least equivalent area and of at

least equivalent recreation or open space value. The monetary value of the replacement facility shall be equal to or greater than the original Community Parks and Playgrounds grant(s). The Secretaries, at their sole discretion, shall determine the relative recreation and open space value of the properties, considering the fair market value, usefulness, quality and location of the properties and/or facilities.

d. The Department, its agents and employees shall have the right to inspect the Project for compliance with this Agreement.

5. To the extent permitted by law and subject to available appropriations, the Local Government agrees:
    a. To protect, indemnify and save harmless the Department, its officers, agents, and employees from and against any and all claims, demands, causes of action, and liability of any kind arising out of the operation and use of the Project.
    b. That if the Project is rendered unusable for any reason whatsoever, the Local Government shall immediately notify the Department of said condition. The Local Government, at its own expense, shall repair the Project, taking any action necessary to restore use and enjoyment of the Project by the public.
    c. That any violation of this Agreement shall render the Local Government liable to the Department to replace the Project with land of at least equivalent area and public recreational value, and to construct on this replacement land facilities of the same type, size, and quality of construction as those in the Project.
    d. That in the event of a violation of any provisions of this Agreement, the State, in addition to pursuing other remedies, may impose the following sanctions until the violation has been corrected to the satisfaction of the Department:
        i. Withhold approval of any Program Open Space and Community Parks and Playgrounds project request submitted by the Local Government to the Department;
        ii. Withhold reimbursement from Program Open Space and Community Parks and Playgrounds funds for the State's share of the cost of the Project;
        iii. Withhold reimbursement from Program Open Space and Community Parks and Playgrounds funds for the State's share of the cost of any or all outstanding projects of the Local Government;
        iv. Maintain, operate, or repair the Project, charging the cost of said maintenance, operation, or repair to the Local Government as a debt due and owing the Department.

6. If the Third Party is a Board of Education that holds title to the land on which the Project is located, then, the Third Party shall permit the Project to be open to the general public, as regulated by the Third Party or the Local Government at all hours and times consistent with the type of facility, so long as same does not interfere with specific school activities.

7. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, including assigns and successors by way of privity of estate and contract. Nothing in this Agreement, expressed or implied, is intended to confer upon or against any person, corporation, or government unit not a party to this Agreement, any right or remedy under or by reason of this Agreement.

8. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures, including notary signatures, provided by electronic means including, by way of example and not of limitation, facsimile, Adobe, PDF, and sent by electronic mail, or via an electronic signature program, shall be deemed to be original signatures.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF the parties have executed this Agreement causing the same to be signed the day and year first written above.

WITNESS: THE LOCAL GOVERNMENT:

_____ NAME: _____

TITLE: _____

WITNESS: THE THIRD PARTY:

_____ NAME: _____

TITLE: _____

WITNESS: THE DEPARTMENT:

_____ NAME: _____

TITLE: _____

Approved as to legal form and sufficiency. Approved means the document meets the legal requirements for a contract if the signature blocks are executed properly; it does not mean approval or disapproval of the transaction. Approval is of the typed language only; any modification requires re-approval.

_____
Office of the Attorney General
Department of Natural Resources

Note: **Attachment B** should set forth the respective roles of the Local Government and the Third Party for construction and development of the Project and for the operation, maintenance, supervision and scheduling of the Project. It may also include other agreements between the Local Government, the Third Party and any other parties with respect to the Project.

If there is <u>no</u> **Attachment B** to this Agreement, please initial here: _____ Local Government

_____ Third Party

Council Agenda Summary

Meeting Date: May 18, 2021

Key Staff Contact: Kathy McKenney, Historic Planner/Preservation Coordinator

Item Title: Joint Use Agreement - Allegany College of Maryland

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

In August 2020, the City of Cumberland submitted a project to the Maryland Community Parks and Playgrounds program for consideration of funding to build sand volleyball courts at Allegany College of Maryland. A request in the amount of $98,000 is currently pending and the execution of a Joint Use Agreement between the Mayor and City Council of Cumberland and Allegany College of Maryland is required since the improvements will take place at a property that is not owned by the Mayor and City Council of Cumberland. A copy of the Joint Use Agreement is attached.

Amount of Award:

Budget number:

Grant, bond, etc. reference: Community Parks and Playgrounds 2020 Application

File Attachments for Item:

. Order 26,794 - accepting the proposal from Carl Belt, Inc. for the Long Field Upgrades Project /Phase I (12-20-RE) in the estimated unit cost of $117,758.26 obtained through NJPA competitive pricing. This project will be funded through Program Open Space with a 10% cash match from the City.

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. 26,794 **DATE:** May 18, 2021

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

THAT, the proposal from Carl Belt, Inc., for the Long Field Upgrades Project – Phase 1 (City Project 12-20-RE), be and is hereby accepted in the estimated unit cost of One Hundred Seventeen Thousand, Seven Hundred Fifty-Eight Dollars and Twenty-Six Cents ($117,758.26), as procured through Gordian EZ IQC using NJPA competitive pricing; and

BE IT FURTHER ORDERED, that this project be and is hereby funded through Program Open Space with a 10% City cash match.

_____

Raymond M. Morriss, Mayor

Budget number 001.115.P4

Funding: Program Open Space

GORDIAN®

Work Order Signature Document

EZIQC Contract No.: MD-WMA-GC03-042419-CBI

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number: 091102.00 Work Order Date: 04/15/2021

Work Order Title: CTYCUMBRLND - Long Field - Baseball Field Improvements

Owner Name:	City of Cumberland	Contractor Name:	Carl Belt, Inc.
Contact:	Robert Smith	Contact:	Adam Sterne
Phone:	301-759-6601	Phone:	No Data Input

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No MD-WMA-GC03-042419-CBI.

Brief Work Order Description:

Baseball Field Improvements

Time of Performance ***See Schedule Section of the Detailed Scope of Work***

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $117,758.26

Owner Purchase Order Number:

Approvals

Owner Date

Contractor Date

Detailed Scope of Work

To:	Adam Sterne Carl Belt, Inc. No Data Input	**From:**	Robert Smith City of Cumberland 301-759-6601

Date Printed: April 15, 2021

Work Order Number: 091102.00

Work Order Title: CTYCUMBRLND - Long Field - Baseball Field Improvements

Brief Scope: Baseball Field Improvements

☐ **Preliminary**	☐ **Revised**	☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

The City of Cumberland Maryland

Upgrades to Long Field

Infield, Concession, Bathroom

The City of Cumberland Maryland

57 N. Liberty Street

Cumberland MD. 21502

The Contractor shall perform the following Detailed Scope of Work.

The Contractor shall perform the work as stated on the attached City of Cumberland document along with the aerial view and bathroom plan.

Added to this Scope of Work is to provide drainage for ground water. The Contractor shall construct a drainage system in order to allow water to drain away from the home plate area and move water away from the field.

Contractor _____ Date _____

Owner _____ Date _____

Contractor's Price Proposal - Summary

Date: April 15, 2021

IQC Master Contract #: MD-WMA-GC03-042419-CBI
Work Order Number: 091102.00
Owner PO #:
Work Order Title: CTYCUMBRLND - Long Field - Baseball Field Improvements
Contractor: Carl Belt, Inc.
Proposal Name: CTYCUMBRLND - Long Field - Baseball Field Improvements
Proposal Value: $117,758.26

Category - Bathrooms	**$26,492.51**
Category - Bull Pen	**$1,182.50**
Category - Concession Stand	**$3,863.43**
Category - Demo Bullpen	**$1,199.42**
Category - Demo Shed	**$1,084.28**
Category - Drainage	**$16,126.95**
Category - Exterior Painting	**$2,667.75**
Category - Hose Bib	**$156.41**
Category - Infield Dirt Replacement	**$63,352.33**
Category - Picnic Table	**$1,555.95**
Category - Treat Outfield Grass	**$76.73**
Proposal Total	**$117,758.26**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Contractor's Price Proposal - Detail

Date: April 15, 2021

IQC Master Contract #: MD-WMA-GC03-042419-CBI
Work Order Number: 091102.00
Owner PO #:
Work Order Title: CTYCUMBRLND - Long Field - Baseball Field Improvements
Contractor: Carl Belt, Inc.
Proposal Name: CTYCUMBRLND - Long Field - Baseball Field Improvements
Proposal Value: $117,758.26

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	**Equip.**	**Material**	**(Excluded if marked with an X)**			

Bathrooms

1	01 22 20 00-0006		HR	CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.		$3,632.58
			Installation	Quantity 64.00 x Unit Price 49.39 x Factor 1.1492 = Total $3,632.58		
				Demo Existing Wood Partitions in Bathrooms. Layout for toilet partitions, drilling for the fasteners and blocking and support of the new partitons.		
2	01 22 20 00-0010		HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.		$290.29
			Installation	Quantity 4.00 x Unit Price 63.15 x Factor 1.1492 = Total $290.29		
				disconnect and reconnect the lights to paint.		
3	01 22 20 00-0015		HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.		$672.24
			Installation	Quantity 16.00 x Unit Price 36.56 x Factor 1.1492 = Total $672.24		
4	01 22 20 00-0024		HR	PlumberFor tasks not included in the Construction Task Catalog® and as directed by owner only.		$2,488.89
			Installation	Quantity 32.00 x Unit Price 67.68 x Factor 1.1492 = Total $2,488.89		
				to rework the piping in the bathrroms due to the resizing of the partitions.		
5	01 22 20 00-0024		HR	PlumberFor tasks not included in the Construction Task Catalog® and as directed by owner only.		$1,244.45
			Installation	Quantity 16.00 x Unit Price 67.68 x Factor 1.1492 = Total $1,244.45		
6	01 22 23 00-1355		DAY	1/2 To 3/4 Ton, 4 x 2 Light Duty Conventional Pickup Truck With Full-Time Truck Driver		$1,338.68
			Installation	Quantity 2.00 x Unit Price 582.44 x Factor 1.1492 = Total $1,338.68		
				deliver partitons and fixtures		
7	01 22 23 00-1355	0039	MOD	For Equipment Without Operator, Deduct		-$372.33
			Installation	Quantity 1.00 x Unit Price -323.99 x Factor 1.1492 = Total -$372.33		
8	01 74 19 00-0014		EA	20 CY Dumpster (2 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.		$515.99
			Installation	Quantity 1.00 x Unit Price 449.00 x Factor 1.1492 = Total $515.99		
9	07 92 13 00-0004		CLF	1/4" x 1/2" Joint, Silicone Sealant And Caulking		$569.34
			Installation	Quantity 2.00 x Unit Price 247.71 x Factor 1.1492 = Total $569.34		
				caulk around areas in each bathroom to help seal of any cracks		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 091102.00
Work Order Title: CTYCUMBRLND - Long Field - Baseball Field Improvements

Proposal Name: CTYCUMBRLND - Long Field - Baseball Field Improvements
Proposal Value: $117,758.26

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			

Bathrooms

10	08 71 11 00-2116			EA	Lever Trim (230L) With Cylinder, Von Duprin Series 22Anodized finish: aluminum or dark brown.								$698.85
						Quantity		Unit Price		Factor	=	Total	
					Installation	2.00	x	285.30	x	1.1492	=	$655.73	
					Demolition	2.00	x	18.76	x	1.1492	=	$43.12	
11	08 72 33 00-0078			LF	5/8" Brush Insert, 90 Degree, Aluminum Retainer Door Sweep (Pemko 90062CNB)								$93.22
						Quantity		Unit Price		Factor	=	Total	
					Installation	6.00	x	11.03	x	1.1492	=	$76.05	
					Demolition	6.00	x	2.49	x	1.1492	=	$17.17	
12	08 72 33 00-0148			LF	1/2" x 3/16", Silicon Compression Bulb, Adhesive Backed Perimeter Gasketing Weather-Strip (Pemko PK55)								$94.17
						Quantity		Unit Price		Factor	=	Total	
					Installation	34.00	x	2.41	x	1.1492	=	$94.17	
13	08 72 43 00-0009			LF	4" Width, 1/4" Height, Aluminum Saddle Threshold (Pemko 270A)								$179.62
						Quantity		Unit Price		Factor	=	Total	
					Installation	6.00	x	21.05	x	1.1492	=	$145.14	
					Demolition	6.00	x	5.00	x	1.1492	=	$34.48	
14	09 91 13 00-0226			LF	Paint Exterior Metal Door Frame And Trim, 2 Coats Paint, Brush/Roller Work								$92.99
						Quantity		Unit Price		Factor	=	Total	
					Installation	68.00	x	1.19	x	1.1492	=	$92.99	
15	09 91 13 00-0233			EA	Paint Exterior Metal Door, Both Faces, 2 Coats Paint, Brush/Roller Work								$158.75
						Quantity		Unit Price		Factor	=	Total	
					Installation	2.00	x	69.07	x	1.1492	=	$158.75	
16	09 91 23 00-0041			SF	Paint Interior Concrete Block Walls, 1 Coat Paint, Brush Work								$581.40
						Quantity		Unit Price		Factor	=	Total	
					Installation	744.00	x	0.68	x	1.1492	=	$581.40	
					Primer Coat								
17	09 91 23 00-0046			SF	Paint Interior Concrete Block Walls, 2 Coats Paint, Brush/Roller Work								$914.86
						Quantity		Unit Price		Factor	=	Total	
					Installation	744.00	x	1.07	x	1.1492	=	$914.86	
18	09 91 23 00-0151			SF	Paint Interior Drywall/Plaster Ceiling, 1 Coat Primer, Brush/Roller Work								$111.24
						Quantity		Unit Price		Factor	=	Total	
					Installation	220.00	x	0.44	x	1.1492	=	$111.24	
19	09 91 23 00-0153			SF	Paint Interior Drywall/Plaster Ceiling, 2 Coats Paint, Brush/Roller Work								$199.73
						Quantity		Unit Price		Factor	=	Total	
					Installation	220.00	x	0.79	x	1.1492	=	$199.73	
20	09 91 23 00-0211			SF	Paint Interior Concrete Floors And Decks, 1 Coat Primer, Brush/Roller Work								$98.60
						Quantity		Unit Price		Factor	=	Total	
					Installation	220.00	x	0.39	x	1.1492	=	$98.60	
21	09 91 23 00-0211		0271	MOD	For >100 To 250, Add								$27.81
						Quantity		Unit Price		Factor	=	Total	
					Installation	220.00	x	0.11	x	1.1492	=	$27.81	

Work Order Number: 091102.00
Work Order Title: CTYCUMBRLND - Long Field - Baseball Field Improvements

Proposal Name: CTYCUMBRLND - Long Field - Baseball Field Improvements
Proposal Value: $117,758.26

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	**Equip.**	**Material**	**(Excluded if marked with an X)**			

Bathrooms

22	09 91 23 00-0213			SF	Paint Interior Concrete Floors And Decks, 2 Coats Paint, Brush/Roller Work							$154.22
						Quantity		Unit Price		Factor		Total
				Installation		220.00	x	0.61	x	1.1492	=	$154.22
23	10 21 13 19-0004			EA	36" x 60", Overhead Braced, Recycled Solid Plastic (HDPE), One Compartment Corner Unit, Complete Toilet Partition							$1,115.11
						Quantity		Unit Price		Factor		Total
				Installation		1.00	x	970.34	x	1.1492	=	$1,115.11
24	10 21 13 19-0006			EA	60" x 78", Overhead Braced, Recycled Solid Plastic (HDPE), One Compartment Corner Unit, Complete ADA Compliant Toilet Partition							$3,061.40
						Quantity		Unit Price		Factor		Total
				Installation		2.00	x	1,331.97	x	1.1492	=	$3,061.40
25	10 21 13 19-0018			EA	24" x 42" x 1", Wall Hung, Recycled Solid Plastic (HDPE), Urinal Screen							$265.25
						Quantity		Unit Price		Factor		Total
				Installation		1.00	x	230.81	x	1.1492	=	$265.25
26	10 28 13 13-0008			EA	Surface Mounted, Stainless Steel Folded Paper Towel Dispenser (Bobrick Classic B-26212)							$163.32
						Quantity		Unit Price		Factor		Total
				Installation		2.00	x	71.06	x	1.1492	=	$163.32
27	10 28 13 13-0043			EA	Two Roll, Surface Mounted, Stainless Steel Toilet Tissue Dispenser (Bobrick Classic B-2888)							$261.05
						Quantity		Unit Price		Factor		Total
				Installation		3.00	x	75.72	x	1.1492	=	$261.05
28	10 28 13 13-0053			EA	20 Fluid Ounce, 4" Spout, Top-Filling Lavatory Mounted, Chrome Plated Soap Dispenser (Bobrick B-8221)							$130.76
						Quantity		Unit Price		Factor		Total
				Installation		2.00	x	56.89	x	1.1492	=	$130.76
29	10 28 13 13-0127			EA	30" Length, 1-1/4" Diameter, Stainless Steel Grab Bar (Bobrick B-5806x30)							$151.26
						Quantity		Unit Price		Factor		Total
				Installation		2.00	x	65.81	x	1.1492	=	$151.26
30	10 28 13 13-0129			EA	42" Length, 1-1/4" Diameter, Stainless Steel Grab Bar (Bobrick B-5806x42)							$78.43
						Quantity		Unit Price		Factor		Total
				Installation		1.00	x	68.25	x	1.1492	=	$78.43
31	10 28 13 13-0168			EA	Vertical, Wall-Mounted, Polyethylene Baby Changing Station (Bobrick Koala Care KB101-00)							$696.02
						Quantity		Unit Price		Factor		Total
				Installation		2.00	x	302.83	x	1.1492	=	$696.02
32	10 28 13 13-0351			EA	18" x 30", Surface Mounted, Fixed-Position Tilt, Stainless Steel Frame Glass Mirror (Bobrick B-293 1830)							$434.26
						Quantity		Unit Price		Factor		Total
				Installation		2.00	x	188.94	x	1.1492	=	$434.26

Contractor's Price Proposal - Detail Continues..

Work Order Number: 091102.00
Work Order Title: CTYCUMBRLND - Long Field - Baseball Field Improvements

Proposal Name: CTYCUMBRLND - Long Field - Baseball Field Improvements
Proposal Value: $117,758.26

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			

Bathrooms

33	22 42 13 13-0026			EA	2 Piece Tank Type, Pressure Assisted, Siphon Jet, Floor Mounted, Back Outlet, Handicap Accessible, Elongated Vitreous China Water Closet (American Standard Yorkville™ ADA)							$3,299.66
						Quantity		Unit Price		Factor	=	Total
					Installation	3.00	x	891.67	x	1.1492	=	$3,074.12
					Demolition	3.00	x	65.42	x	1.1492	=	$225.54
34	22 42 13 16-0004			EA	Washout, Wall Hung, Vitreous China Urinal With Top Spud (American Standard Washbrook®)							$685.19
						Quantity		Unit Price		Factor	=	Total
					Installation	1.00	x	528.92	x	1.1492	=	$607.83
					Demolition	1.00	x	67.31	x	1.1492	=	$77.35
35	22 42 16 13-0004			EA	20" x 18" Porcelain Enameled Cast Iron Wall Hung Lavatory (American Standard Regalyn™)							$618.96
						Quantity		Unit Price		Factor	=	Total
					Installation	1.00	x	454.32	x	1.1492	=	$522.10
					Demolition	2.00	x	42.14	x	1.1492	=	$96.85
36	22 42 39 00-0033			EA	Single Inlet, Push Handle Metering Faucet, ADA (Chicago Faucet 333-665)							$350.76
						Quantity		Unit Price		Factor	=	Total
					Installation	2.00	x	152.61	x	1.1492	=	$350.76
37	22 42 43 00-0002			EA	Exposed Manual Water Closet Flush Valve (Sloan Regal-115XL)							$831.65
						Quantity		Unit Price		Factor	=	Total
					Installation	4.00	x	180.92	x	1.1492	=	$831.65
					For Urinal New Toilets							
38	23 34 16 00-0301			EA	270 CFM, Wall Mounted, Polymeric Intake Grille, Through-Wall Exhaust Fan (Broan® 508)							$563.84
						Quantity		Unit Price		Factor	=	Total
					Installation	2.00	x	219.89	x	1.1492	=	$505.40
					Demolition Bathrooms	2.00	x	25.43	x	1.1492	=	$58.45

Subtotal for Bathrooms **$26,492.51**

Bull Pen

39	11 68 33 33-0002			SET	Bases For Baseball Or Softball							$184.96
						Quantity		Unit Price		Factor	=	Total
					Installation	0.50	x	321.89	x	1.1492	=	$184.96
					For Pitchers Plate and Home Plate							
40	31 05 13 00-0007			CY	Native Soil/Dirt - Common Fill							$28.39
						Quantity		Unit Price		Factor	=	Total
					Installation	1.00	x	24.70	x	1.1492	=	$28.39
41	31 05 13 00-0013			CY	Heavy Clay							$87.26
						Quantity		Unit Price		Factor	=	Total
					Installation	3.00	x	25.31	x	1.1492	=	$87.26
					Base for Pitchers Mound							

Work Order Number: 091102.00
Work Order Title: CTYCUMBRLND - Long Field - Baseball Field Improvements

Proposal Name: CTYCUMBRLND - Long Field - Baseball Field Improvements
Proposal Value: $117,758.26

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			

Bull Pen

42	31 05 16 00-0008			CY	#57 Stone Aggregate Fill (#4 To 1")								$109.86
						Quantity		Unit Price		Factor		Total	
				Installation		2.00	x	47.80	x	1.1492	=	$109.86	
					Base for Pitchers Mound								
43	32 31 13 13-0078			LF	2" Outside Diameter Galvanized Steel Post, 16' To 20' In Length								$597.58
						Quantity		Unit Price		Factor		Total	
				Installation		80.00	x	6.50	x	1.1492	=	$597.58	
44	32 31 13 13-0175			LF	5' Full Height Fabric Galvanized Chain Link #9 Gauge, 1.2 Oz Coating, 2" Mesh								$174.45
						Quantity		Unit Price		Factor		Total	
				Installation		20.00	x	7.59	x	1.1492	=	$174.45	

Subtotal for Bull Pen **$1,182.50**

Concession Stand

45	01 22 20 00-0006			HR	CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.								$454.07
						Quantity		Unit Price		Factor		Total	
				Installation		8.00	x	49.39	x	1.1492	=	$454.07	
46	01 22 20 00-0015			HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.								$336.12
						Quantity		Unit Price		Factor		Total	
				Installation		8.00	x	36.56	x	1.1492	=	$336.12	
47	08 11 63 13-0003			EA	3' x 7' Steel Screen Door, Residential, With Frame, Trim, Hardware								$743.93
						Quantity		Unit Price		Factor		Total	
				Installation		1.00	x	647.35	x	1.1492	=	$743.93	
48	08 13 13 13-0080			EA	3' x 6'-8" x 1-3/4", 16 Gauge, Unrated, Hollow Metal Door								$805.38
						Quantity		Unit Price		Factor		Total	
				Installation		1.00	x	670.80	x	1.1492	=	$770.88	
				Demolition		1.00	x	30.02	x	1.1492	=	$34.50	
49	08 13 13 13-0080	0094		MOD	For 16 Gauge, Grade III, Extra Heavy Duty, Add								$210.57
						Quantity		Unit Price		Factor		Total	
				Installation		1.00	x	183.23	x	1.1492	=	$210.57	
50	08 13 13 13-0080	0104		MOD	For Baked Enamel Finish, Add								$251.96
						Quantity		Unit Price		Factor		Total	
				Installation		1.00	x	219.25	x	1.1492	=	$251.96	
51	08 51 13 00-0072			EA	>20 To 30 SF, 2-3/4" Frame Depth, C 40, One Rolling Sash And One Stationary Sash, Horizontal Sliding Aluminum Window (Traco TR-6400)								$505.81
						Quantity		Unit Price		Factor		Total	
				Installation		1.00	x	440.14	x	1.1492	=	$505.81	
52	08 71 11 00-0401			LF	Full Surface, Aluminum Geared Continuous Hinge, Standard Duty (Roton 780-057)								$256.51
						Quantity		Unit Price		Factor		Total	
				Installation		6.50	x	34.34	x	1.1492	=	$256.51	

Work Order Number: 091102.00
Work Order Title: CTYCUMBRLND - Long Field - Baseball Field Improvements

Proposal Name: CTYCUMBRLND - Long Field - Baseball Field Improvements
Proposal Value: $117,758.26

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			

Concession Stand

53	08 71 11 00-2277			EA	Entrance/Office F82 Bored LocksetLocked with key outside and push button inside.							$234.20
				Installation	Quantity 1.00	x	Unit Price 203.79	x	Factor 1.1492	=	Total $234.20	
54	08 71 11 00-2306			EA	One Sided Deadbolt For Restroom Or Public ToiletNo exterior plate.							$64.88
				Installation	Quantity 1.00	x	Unit Price 56.46	x	Factor 1.1492	=	Total $64.88	

Subtotal for Concession Stand **$3,863.43**

Demo Bullpen

55	01 22 23 00-0275			DAY	2,400 LB Capacity, 72" Wide, Skid-Steer Loader With Full-Time Operator							$403.17
				Installation	Quantity 0.50	x	Unit Price 701.66	x	Factor 1.1492	=	Total $403.17	
56	01 22 23 00-1371			DAY	13 CY Rear Dump Truck With Full-Time Truck Driver							$796.25
				Installation	Quantity 0.50	x	Unit Price 1,385.74	x	Factor 1.1492	=	Total $796.25	

Subtotal for Demo Bullpen **$1,199.42**

Demo Shed

57	01 22 20 00-0006			HR	CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.							$681.11
				Installation	Quantity 12.00	x	Unit Price 49.39	x	Factor 1.1492	=	Total $681.11	
58	01 22 23 00-0275			DAY	2,400 LB Capacity, 72" Wide, Skid-Steer Loader With Full-Time Operator							$403.17
				Installation	Quantity 0.50	x	Unit Price 701.66	x	Factor 1.1492	=	Total $403.17	

Subtotal for Demo Shed **$1,084.28**

Drainage

59	01 22 20 00-0006			HR	CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.							$908.14
				Installation	Quantity 16.00	x	Unit Price 49.39	x	Factor 1.1492	=	Total $908.14	
60	01 22 20 00-0015			HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.							$2,688.94
				Installation	Quantity 64.00	x	Unit Price 36.56	x	Factor 1.1492	=	Total $2,688.94	
61	01 22 23 00-0275			DAY	2,400 LB Capacity, 72" Wide, Skid-Steer Loader With Full-Time Operator							$1,612.70
				Installation	Quantity 2.00	x	Unit Price 701.66	x	Factor 1.1492	=	Total $1,612.70	

Work Order Number: 091102.00
Work Order Title: CTYCUMBRLND - Long Field - Baseball Field Improvements

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Proposal Value: $117,758.26

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			

Drainage

62	01 22 23 00-0275		0070	MOD	For Equipment Without Operator, Deduct								-$804.16
				Installation		Quantity 2.00	x	Unit Price -349.88	x	Factor 1.1492	=	Total -$804.16	
63	01 22 23 00-0337			DAY	1/2 CY Hydraulic Excavator With Full-Time Operator								$1,924.22
				Installation		Quantity 2.00	x	Unit Price 837.20	x	Factor 1.1492	=	Total $1,924.22	
64	01 22 23 00-0337		0070	MOD	For Equipment Without Operator, Deduct								-$465.08
				Installation		Quantity 1.00	x	Unit Price -404.70	x	Factor 1.1492	=	Total -$465.08	
65	01 22 23 00-1358			DAY	3/4 Ton, 4 x 4 Crew Cab Pickup Truck With Full-Time Truck Driver								$1,450.06
				Installation		Quantity 2.00	x	Unit Price 630.90	x	Factor 1.1492	=	Total $1,450.06	
66	01 22 23 00-1358		0039	MOD	For Equipment Without Operator, Deduct								-$744.66
				Installation		Quantity 2.00	x	Unit Price -323.99	x	Factor 1.1492	=	Total -$744.66	
67	01 22 23 00-1374			DAY	18 CY Rear Dump Truck With Full-Time Truck Driver								$1,714.51
				Installation		Quantity 1.00	x	Unit Price 1,491.92	x	Factor 1.1492	=	Total $1,714.51	
68	01 22 23 00-1374		0039	MOD	For Equipment Without Operator, Deduct								-$372.33
				Installation		Quantity 1.00	x	Unit Price -323.99	x	Factor 1.1492	=	Total -$372.33	
69	31 05 16 00-0008			CY	#57 Stone Aggregate Fill (#4 To 1")								$2,087.41
				Installation		Quantity 38.00	x	Unit Price 47.80	x	Factor 1.1492	=	Total $2,087.41	
70	31 23 16 13-0002			CY	12" Wide or Less, Excavation for Trenching by Machine in Soil								$322.35
				Installation		Quantity 50.00	x	Unit Price 5.61	x	Factor 1.1492	=	Total $322.35	
71	31 23 16 13-0002		0058	MOD	For >20 To 50, Add								$161.46
				Installation		Quantity 50.00	x	Unit Price 2.81	x	Factor 1.1492	=	Total $161.46	
72	31 23 16 13-0010			CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Machine								$112.05
				Installation		Quantity 50.00	x	Unit Price 1.95	x	Factor 1.1492	=	Total $112.05	
73	31 23 16 13-0010		0063	MOD	For >20 To 50, Add								$56.31
				Installation		Quantity 50.00	x	Unit Price 0.98	x	Factor 1.1492	=	Total $56.31	
74	31 23 16 13-0013			CY	Compaction of Fill or Subbase for Trenches by Vibratory Plate , Air Tamper, Etcetera								$186.17
				Installation		Quantity 50.00	x	Unit Price 3.24	x	Factor 1.1492	=	Total $186.17	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 091102.00
Work Order Title: CTYCUMBRLND - Long Field - Baseball Field Improvements

Proposal Name: CTYCUMBRLND - Long Field - Baseball Field Improvements
Proposal Value: $117,758.26

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			

Drainage

75	31 23 16 13-0013		0068	MOD	For >20 To 50, Add								$93.09
				Installation	Quantity 50.00	x	Unit Price 1.62	x	Factor 1.1492	=	Total $93.09		
76	31 32 19 16-0032			SF	30 Mil High Density Polyethylene Membrane (US Fabrics)								$1,683.81
				Installation	Quantity 1,480.00	x	Unit Price 0.99	x	Factor 1.1492	=	Total $1,683.81		
77	33 31 11 00-0029			LF	4" Belled End Polyvinyl Chloride (PVC) Sewer And Drain Pipe								$3,511.96
				Installation	Quantity 400.00	x	Unit Price 7.64	x	Factor 1.1492	=	Total $3,511.96		

Subtotal for Drainage **$16,126.95**

Exterior Painting

78	01 22 23 00-0858			DAY	3,500 PSI Pressure Washer With Full-Time Operator								$440.16
				Installation	Quantity 1.00	x	Unit Price 383.01	x	Factor 1.1492	=	Total $440.16		
79	01 22 23 00-0858		0033	MOD	For Equipment Without Operator, Deduct								-$84.03
				Installation	Quantity 0.25	x	Unit Price -292.49	x	Factor 1.1492	=	Total -$84.03		
80	09 91 13 00-0039			SF	Paint Exterior Concrete Block Walls, 1 Coat Paint, Brush/Roller Work								$837.77
				Installation	Quantity 1,350.00	x	Unit Price 0.54	x	Factor 1.1492	=	Total $837.77		
81	09 91 13 00-0040			SF	Paint Exterior Concrete Block Walls, 2 Coats Paint, Brush/Roller Work								$1,473.85
				Installation	Quantity 1,350.00	x	Unit Price 0.95	x	Factor 1.1492	=	Total $1,473.85		

Subtotal for Exterior Painting **$2,667.75**

Hose Bib

82	01 22 20 00-0006			HR	CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.								$113.52
				Installation	Quantity 2.00	x	Unit Price 49.39	x	Factor 1.1492	=	Total $113.52		
					To adapt the hose bibb with vandal resistent screws and place hose bib so it can not be vandalized								
83	22 11 19 00-0525			EA	1/2", 125 LB Bronze Garden Hose Valves (Hose Bibbs), Screwed Ends								$42.89
				Installation	Quantity 1.00	x	Unit Price 37.32	x	Factor 1.1492	=	Total $42.89		

Subtotal for Hose Bib **$156.41**

Infield Dirt Replacement

Contractor's Price Proposal - Detail Continues..

Work Order Number: 091102.00
Work Order Title: CTYCUMBRLND - Long Field - Baseball Field Improvements

Proposal Name: CTYCUMBRLND - Long Field - Baseball Field Improvements
Proposal Value: $117,758.26

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			

Infield Dirt Replacement

84	01 22 20 00-0006			HR	CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.							$2,270.36
						Quantity		Unit Price		Factor		Total
				Installation		40.00	x	49.39	x	1.1492	=	$2,270.36
				To layout and set pitchers mound and home plate								
85	01 22 20 00-0015			HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.							$1,344.47
						Quantity		Unit Price		Factor		Total
				Installation		32.00	x	36.56	x	1.1492	=	$1,344.47
86	01 71 13 00-0003			EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc.							$2,725.03
						Quantity		Unit Price		Factor		Total
				Installation		4.00	x	592.81	x	1.1492	=	$2,725.03
87	31 05 13 00-0004			CY	3/8" Minus, ASTM C33, Screened/Washed Bedding Sand							$10,849.60
						Quantity		Unit Price		Factor		Total
				Installation		180.00	x	52.45	x	1.1492	=	$10,849.60
				Used for Stone Dust								
88	31 05 13 00-0006			CY	3/32" Minus, Screened/Washed Masonry/Mortar Sand							$39,799.09
						Quantity		Unit Price		Factor		Total
				Installation		360.00	x	96.20	x	1.1492	=	$39,799.09
				Use for Infield Mix								
89	31 23 16 33-0003			CY	Bulk Excavation by Hydraulic Excavator, Front End Loader, Backhoe in Soil							$1,315.60
						Quantity		Unit Price		Factor		Total
				Installation		360.00	x	3.18	x	1.1492	=	$1,315.60
90	31 23 16 33-0009			CY	Cutting, Shaping and Rough Grading Existing Elevations For Bulk Excavation by Machine							$1,427.31
						Quantity		Unit Price		Factor		Total
				Installation		360.00	x	3.45	x	1.1492	=	$1,427.31
91	31 23 16 36-0031			CY	Spread Excess Or Imported Material On Site By Machine							$74.01
						Quantity		Unit Price		Factor		Total
				Installation		40.00	x	1.61	x	1.1492	=	$74.01
92	31 23 16 36-0032			CY	Spread Excess Or Imported Material On Site By Hand							$133.74
						Quantity		Unit Price		Factor		Total
				Installation		5.20	x	22.38	x	1.1492	=	$133.74
93	31 32 19 16-0032			SF	30 Mil High Density Polyethylene Membrane (US Fabrics)							$3,413.12
						Quantity		Unit Price		Factor		Total
				Installation		3,000.00	x	0.99	x	1.1492	=	$3,413.12
				Filter Cloth								

Contractor's Price Proposal - Detail Continues..

Work Order Number: 091102.00
Work Order Title: CTYCUMBRLND - Long Field - Baseball Field Improvements

Proposal Name: CTYCUMBRLND - Long Field - Baseball Field Improvements
Proposal Value: $117,758.26

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	**Equip.**	**Material**	**(Excluded if marked with an X)**			

Subtotal for Infield Dirt Replacement **$63,352.33**

Picnic Table

94 01 22 20 00-0015 HR LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only. $42.01

	Quantity		Unit Price		Factor		Total
Installation	1.00	x	36.56	x	1.1492	=	$42.01

Demo Picnic Table

95 11 68 13 00-1280 EA 92" TenderTuff-Coated Picnic Table, (2) 92" Seats, TenderTuff-Coated Steel, Moveable (Landscape Structures® 141684C) $1,513.94

	Quantity		Unit Price		Factor		Total
Installation	1.00	x	1,317.39	x	1.1492	=	$1,513.94

Subtotal for Picnic Table **$1,555.95**

Treat Outfield Grass

96 32 91 13 33-0004 MSF Fertilizer, 20 LB/MSF, Push Spreader $76.73

	Quantity		Unit Price		Factor		Total
Installation	22.26	x	3.00	x	1.1492	=	$76.73

Subtotal for Treat Outfield Grass **$76.73**

Proposal Total **$117,758.26**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

CITY OF
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MARYLAND

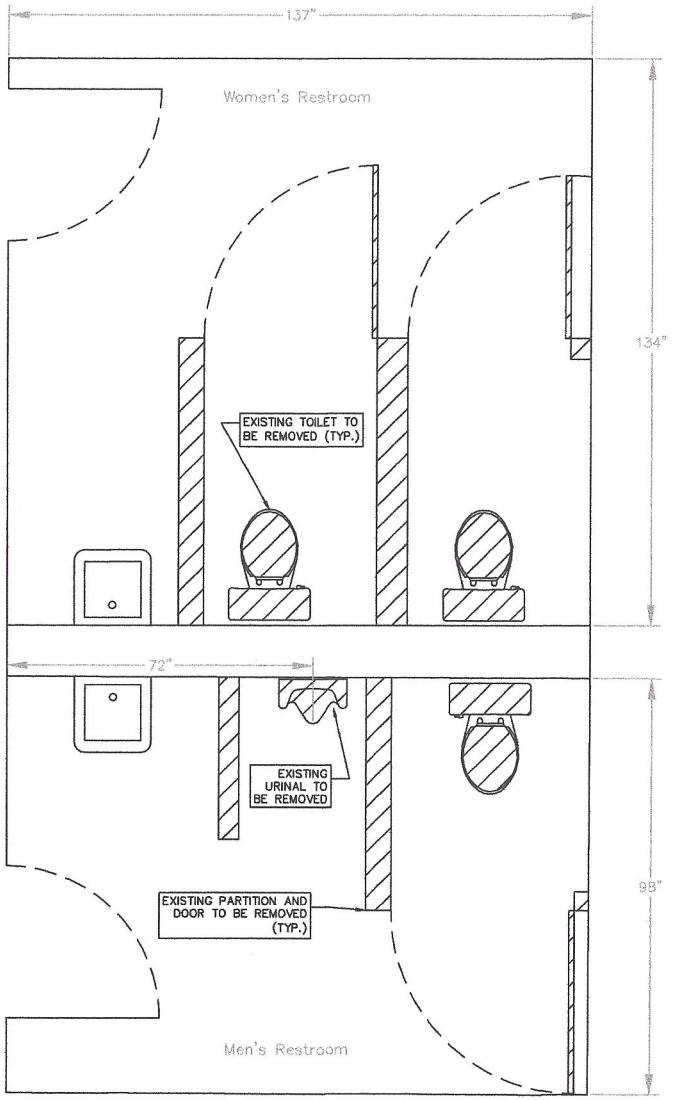
Long Field Improvements

1. Replace all restroom fixtures and repair plumbing (as needed)
    a. Provide accessibility fixtures (grab bars, etc.)
    b. Utilize products consistent with other upgraded park restrooms (see list)
2. Replace/modify restroom stalls (refer to Drawing A)
    a. Utilize products consistent with other upgraded park restrooms (see list)
3. Repaint interior and exterior of concession/restroom building
    a. Utilize colors/products consistent with other park facilities (see list)
4. Replace concession window
    a. Sliding window, safety glass
5. Replace storm door and reconfigure doors to concession area
    a. Install heavier "front door" on outside, opening out
6. Replace hose bib with vandal-resistant hose bib
7. Demolish storage shed
8. Remove existing bullpen along third base fence
9. Install new bullpen in area of demoed shed
10. Remove/replace wooden picnic table
    a. Replace with metal table matching existing tables
11. Replace damaged field access gates on both first and third base sides of field
12. Treat outfield grass
13. Re-grade infield with "infield soil mix."
    a. Mix should be good quality infield mix that will be similar to one commercially available. However, the City will accept a good local groundhog shale or similar soil mix that is roughly 65% sand, 20% clay and 15% silt, free of rocks, and all particles should be smaller than 1/4".
    b. If mix has higher clay/silt content, add stockpile for future repairs from erosion.

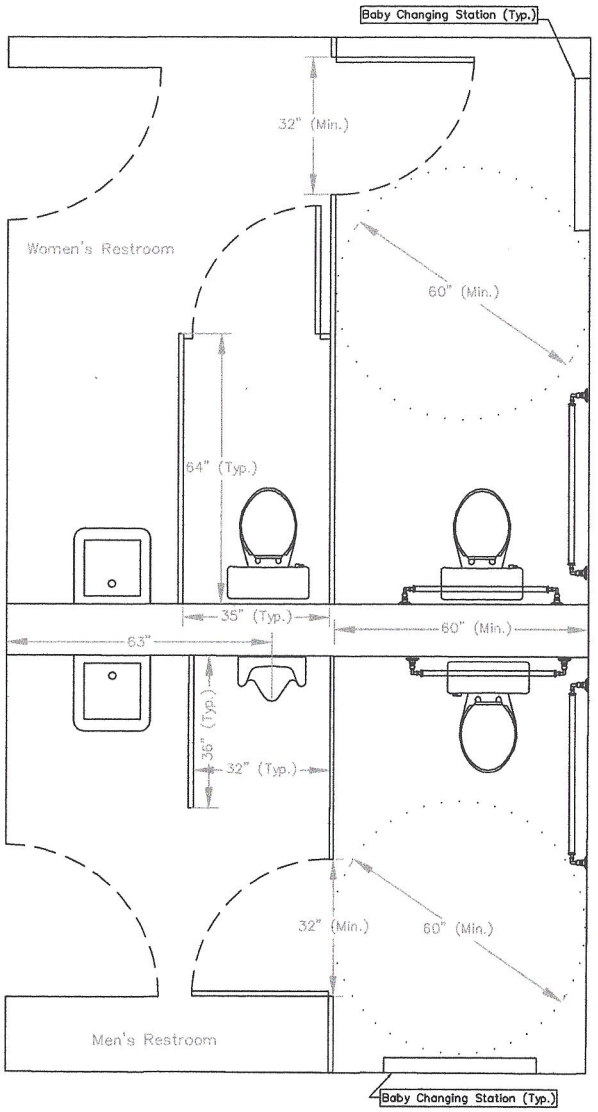
NOTE: Electrical improvements are not covered as part of this list.


Storage Shed
ITEMS 7 and 9
Concession/
Restroom Structure
ITEMS 1-6
Picnic Tables
ITEM 10
Field Access Gates
ITEM 11
Bullpen
ITEM 8
Google Earth
© 2020 Google
N
100 ft

RESTROOMS INTERIOR – EXISTING FLOOR PLAN



RESTROOMS INTERIOR – PROPOSED FLOOR PLAN



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Products to be implemented:

- Toilet (x3)
  - Kohler K-96057-0 White Highcliff Ultra, Top Spud, ADA-height Elongated Toilet Bowl
- Grab bars
  - 36": Mainline M8936 1-1/2" x 36" Satin Chrome Grab Bar w/ Concealed Snap-on Flange, ADA Approved
  - 42": Mainline M8936 1-1/2" x 42" Satin Chrome Grab Bar w/ Concealed Snap-on Flange, ADA Approved
- Urinal
  - Kohler K-5016-ET-0 Dexter wall-mount urinal, Top Spud, ADA Compliant
- Sink (x2)
  - Mansfield 2018HBNS-4 20x18 White Wall-Mount Lavatory
- Restroom Partitions
  - General Partitions Mfg. Corp. 40 series HDP, or equivalent
- Toilet Paper Dispenser (x3)
  - Bradley Model 5A10, Diplomat Toilet Paper Dispenser Surface Mounted
- Paper Towel Dispenser (x2)
  - Bradley Model 2A10, Diplomat Towel Dispenser Surface Mounted
- Soap Dispenser (x2)
  - Brandex Model 324, 4" Spout Pump Soap Dispenser
- Mirror
  - Bradley Model 740-5 Fixed Tilt Mirror, with Bright annealed 20 Gauge Stainless Steel in lieu of polished float glass mirror
- Baby Changing Station (x2)
  - Koala Kare KB200
- Paint
  - Doors/Trim: Sherwin-Williams SnapDry Door & Trim Paint – French Roast (SW6069)
  - Masonry Block: Sherwin-Williams LOXON XP Waterproof Masonry Coating – Toasted Pine Nut (SW7696)

Council Agenda Summary

Meeting Date: 5/4/2021

Key Staff Contact: Matt Idleman, PE

Item Title:

Long Field Upgrades – Phase 1 Contract

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

Accepting the proposal from Carl Belt, Inc. for City Project 12-20-RE for the estimated unit cost of $117,758.26. This project was procured through Gordian EZ IQC using NJPA pricing to solicit a competitive bid. The contractor will perform several Long Field Improvements which are detailed in the scope of work.

The project is fully funded through Program Open Space with a 10% city match.

Amount of Award: $117,758.26

Budget number: 001.115.GP4

Grant, bond, etc. reference: Program Open Space

File Attachments for Item:

. Order 26,795 - authorizing execution of Lease Agreements with Corner Tavern and Cafe LLC, the Embassy Theatre Corporation, Coaches Entertainment Enterprises (Mezzo's), City Lights American Grill & Bar, and the Baltimore Street Grill for the use of the public right-of-way adjacent to each establishment for the purposes of outdoor dining and entertainment for a one-year term, effective June 1, 2021 through May 31, 2022

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. 26,795 **DATE:** May 18, 2021

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

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

Corner Tavern and Café LLC

Embassy Theater Corporation

Coaches Entertainment Enterprises (Mezzo's)

City Lights American Grill and Bar

Baltimore Street Grill,

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

_____

Raymond M. Morriss, Mayor

THIS LEASE AGREEMENT ("Lease") is made and executed this _____ day of _____, 2021, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the "City") and the **CORNER TAVERN AND CAFÉ LLC ("LESSEE")**.

WHEREAS, Lessee operates a restaurant at 171 N. Centre Street, Cumberland, MD 21502;

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

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

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

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

1. **Demise**. The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee's restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of forty-eight (48) inches on Hanover Street and forty (40) inches on N. Centre Street, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the "Demised Premises") is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit I. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Lessee:
Gregory Bender (owner)
Corner Tavern and Café
171 N. Centre Street
Cumberland, MD 21502

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

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

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

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

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

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

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

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

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

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____
Raymond M. Morriss, Mayor

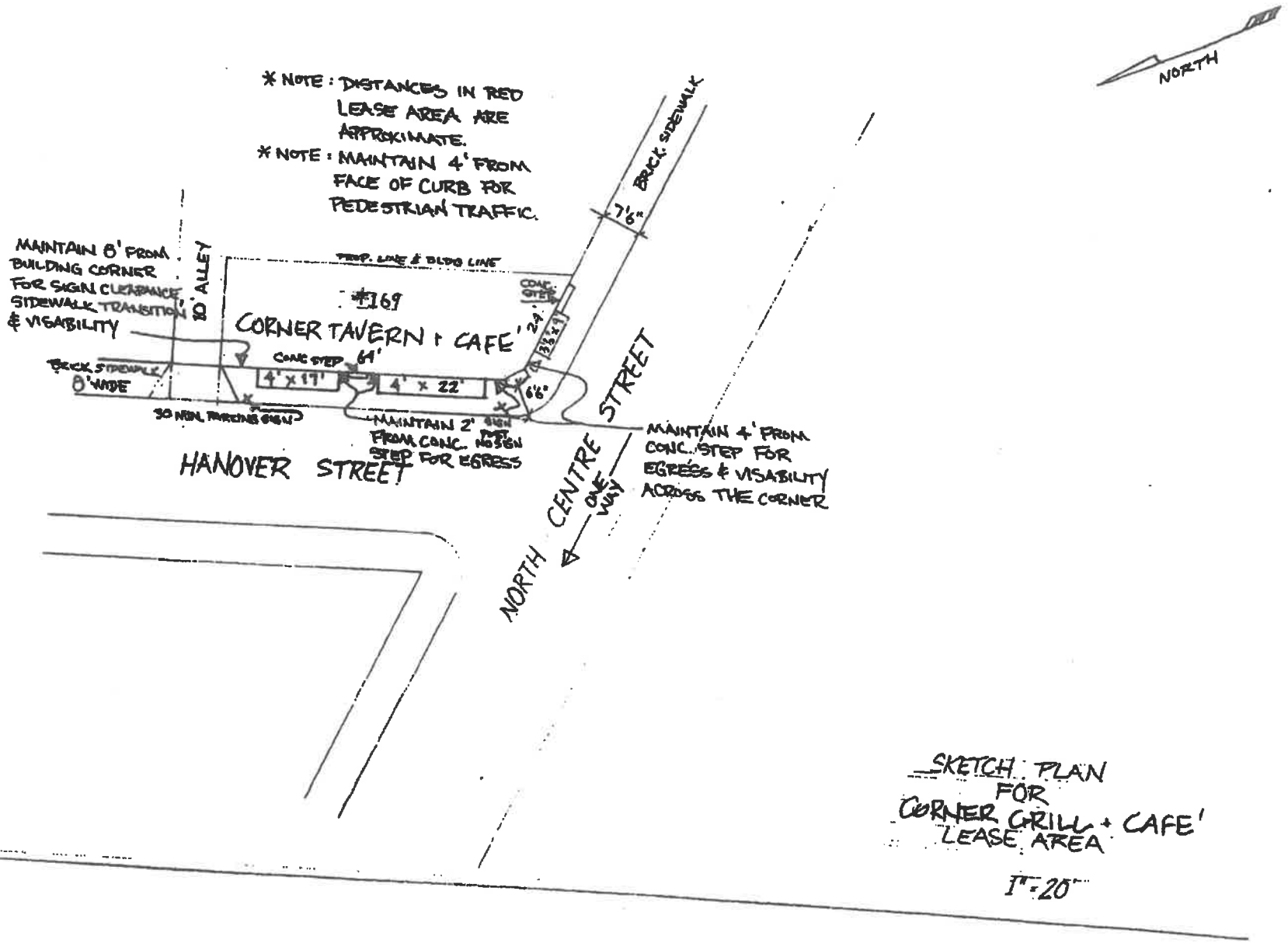
ATTEST:

_____
Marjorie A. Woodring
City Clerk

_____
WITNESS

_____
LESSEE

EXHIBIT I
CORNER TAVERN
2020-2021



THIS LEASE AGREEMENT ("Lease") is made and executed this 6th day of May, 2021, 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, 2021, and shall terminate on May 31, 2022, unless sooner terminated as provided for herein.

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

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

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

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

7. **Demarcation / Alcoholic Beverages.** Lessee shall place stanchions and chains along the perimeter of the Demised Premises so as to control ingress and egress therefrom. Lessee shall be responsible for monitoring the area so as to assure that patrons do not take alcoholic beverages off the premises of the Lessee. Any such beverages to be consumed within the Demised Premises shall be served in non-breakable containers. **Glass bottles or glasses are not permitted in the area of the Demised Premises.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Lessee:
Jerard Puckett
Embassy Theater Corporation
49 Baltimore Street
Cumberland, MD 21502

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

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

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

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

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

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

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

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

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

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____
Raymond M. Morriss, Mayor

ATTEST:

_____
Marjorie A. Woodring
City Clerk

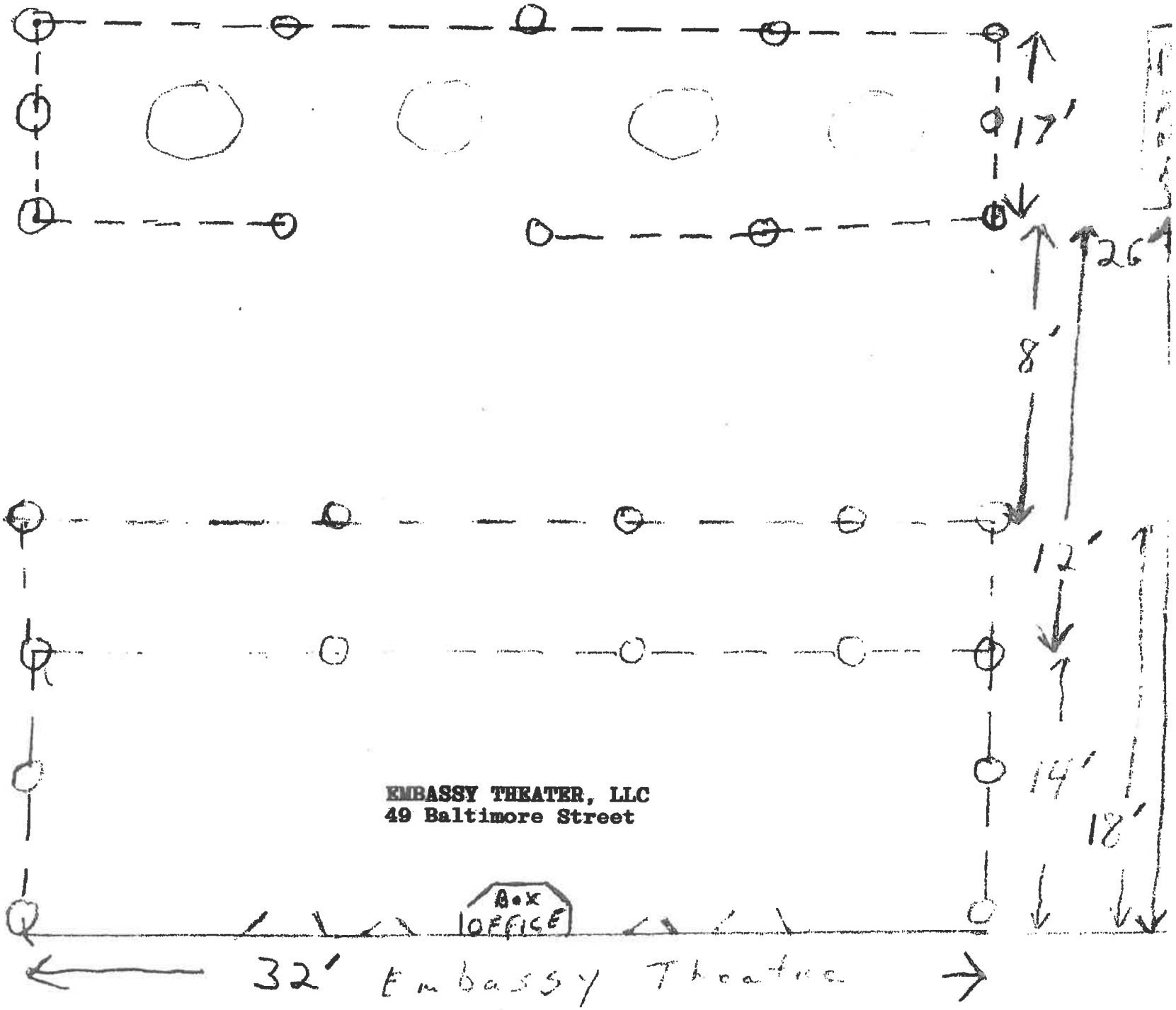
EMBASSY THEATER
CORPORATION

WITNESS

LESSEE

EXHIBIT I

Embassy Theater
2020-2021



EMBASSY THEATER, LLC
49 Baltimore Street

THIS LEASE AGREEMENT ("Lease") is made and executed this 10th day of May, 2021, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the "City") and **COACHS ENTERTAINMENT ENTERPRISES, L.L.C. T/A MEZZOS** ("Lessee").

WHEREAS, Lessee operates a restaurant at 114 S. Centre Street, Cumberland, MD 21502;

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

WHEREAS, Lessee wishes to expand its operation to include outside café dining on portions of the public right-of-way adjacent to its restaurant as well as for entertainment purposes on one of the aforesaid rights-of-way; and

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

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

1. **Demise**. Subject to the hereinafter set forth provisions, the City hereby leases to Lessee the following parcels of property located on the public rights-of-way adjacent to Lessee's restaurant:

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

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

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

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

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

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

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

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

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

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

7. Demarcation / Alcoholic Beverages. Lessee shall place stanchions and chains along the perimeter of the Demised Premises so as to control ingress and egress therefrom. Lessee shall be responsible for monitoring the area so as to assure that patrons do not take alcoholic beverages off of the Demised Premises. Any such beverages to be consumed within the Demised Premises shall be served in non-breakable containers. **Glass bottles or glasses are not permitted in the area of the Demised Premises.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____
Raymond M. Morriss, Mayor

ATTEST:

_____
Marjorie A. Woodring
City Clerk

COACHS ENTERTAINMENT ENTERPRISES, LLC T/A MEZZOS

By: _____
Daniel Bowser, Member

_____
WITNESS

By: _____
Bernard Nichols, III, Member

_____
WITNESS

MEZZO's
Outdoor Dining
2020

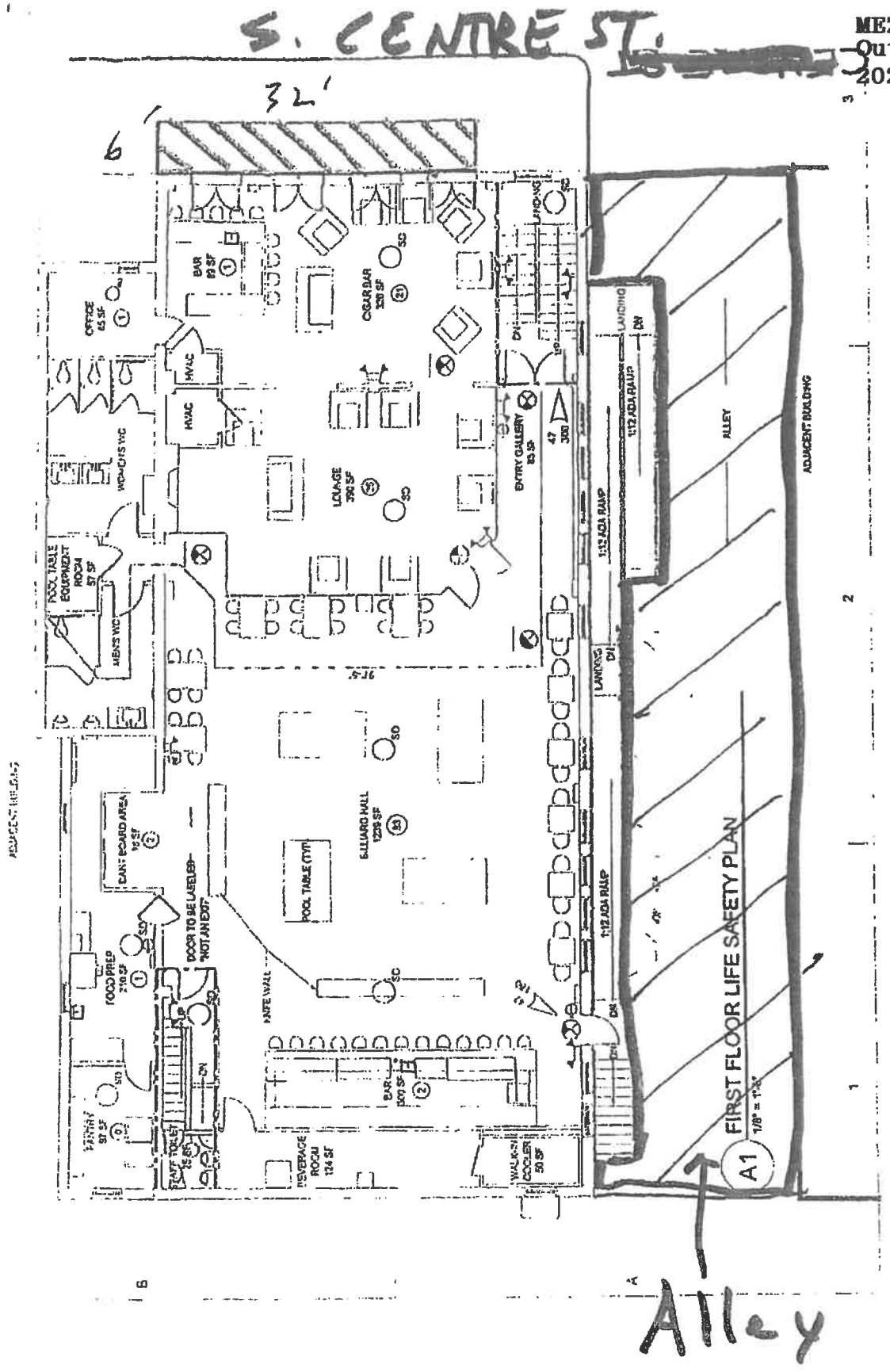


EXHIBIT 1

THIS LEASE AGREEMENT ("Lease") is made and executed this _____ day of _____, 2021, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND,** a Maryland municipal corporation (the "City") and **SHAFCO T/A CITY LIGHTS AMERICAN GRILL AND BAR** ("Lessee").

WHEREAS, Lessee operates a restaurant at 59 Baltimore Street, Cumberland, MD 21502;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Lessee:
Bill Shaffer
City Lights American Grill & Bar
59 Baltimore Street
Cumberland, MD 21502

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

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

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

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

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

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

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

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

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

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____
Raymond M. Morriss, Mayor

ATTEST:

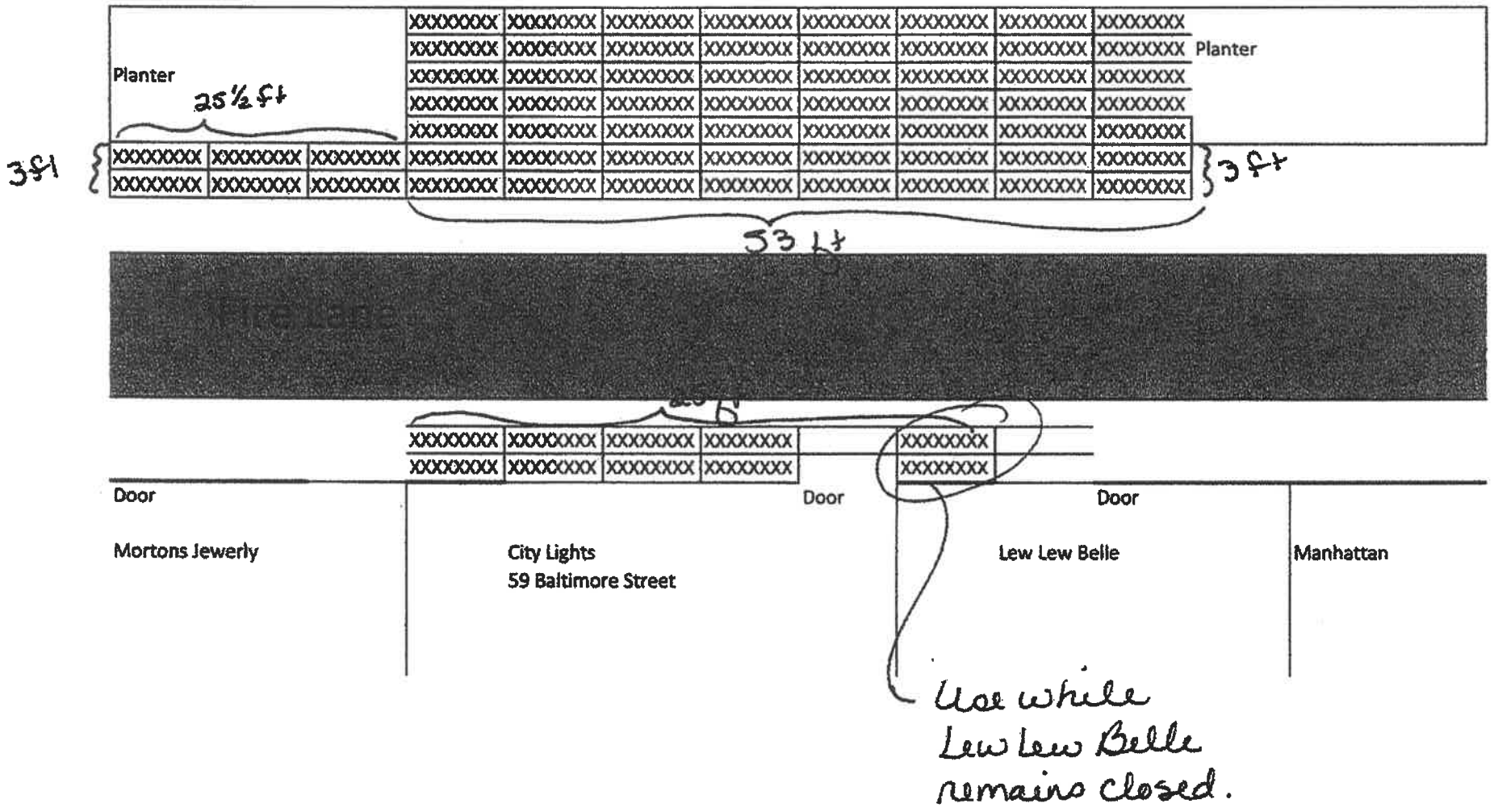
_____
Marjorie A. Woodring
City Clerk

_____
WITNESS

Debra A Shaffer
LESSEE
Shafco Inc

EXHIBIT I
CITY LIGHTS – 2020

XXXXXXX Represents seating area City Lights Requested area



THIS LEASE AGREEMENT ("Lease") is made and executed this _____ day of _____, 2021, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the "City") and **BALTIMORE STREET GRILL** ("Leessee").

WHEREAS, Lessee operates a restaurant at 82 Baltimore Street, Cumberland, MD 21502;

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

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

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

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

1. **Demise**. The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee's restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of 23 feet and length of 30 feet, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the "Demised Premises") is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit 1. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

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

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

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

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

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

7. **Demarcation / Alcoholic Beverages.** Lessee shall place stanchions and chains along the perimeter of the Demised Premises so as to control ingress and egress therefrom. Lessee shall be responsible for monitoring the area so as to assure that patrons do not take alcoholic beverages off the premises of the Lessee. Any such beverages to be consumed with the Demised Premises shall be served in non-breakable containers. Glass bottles or glasses are not permitted in the area of the Demised Premises.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Lessee:
Jessica Harding & Michael Holland
Baltimore Street Grill
82 Baltimore Street
Cumberland, MD 21502

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

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

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

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

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

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

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

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

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

MAYOR AND CITY COUNCIL OF CUMBERLAND

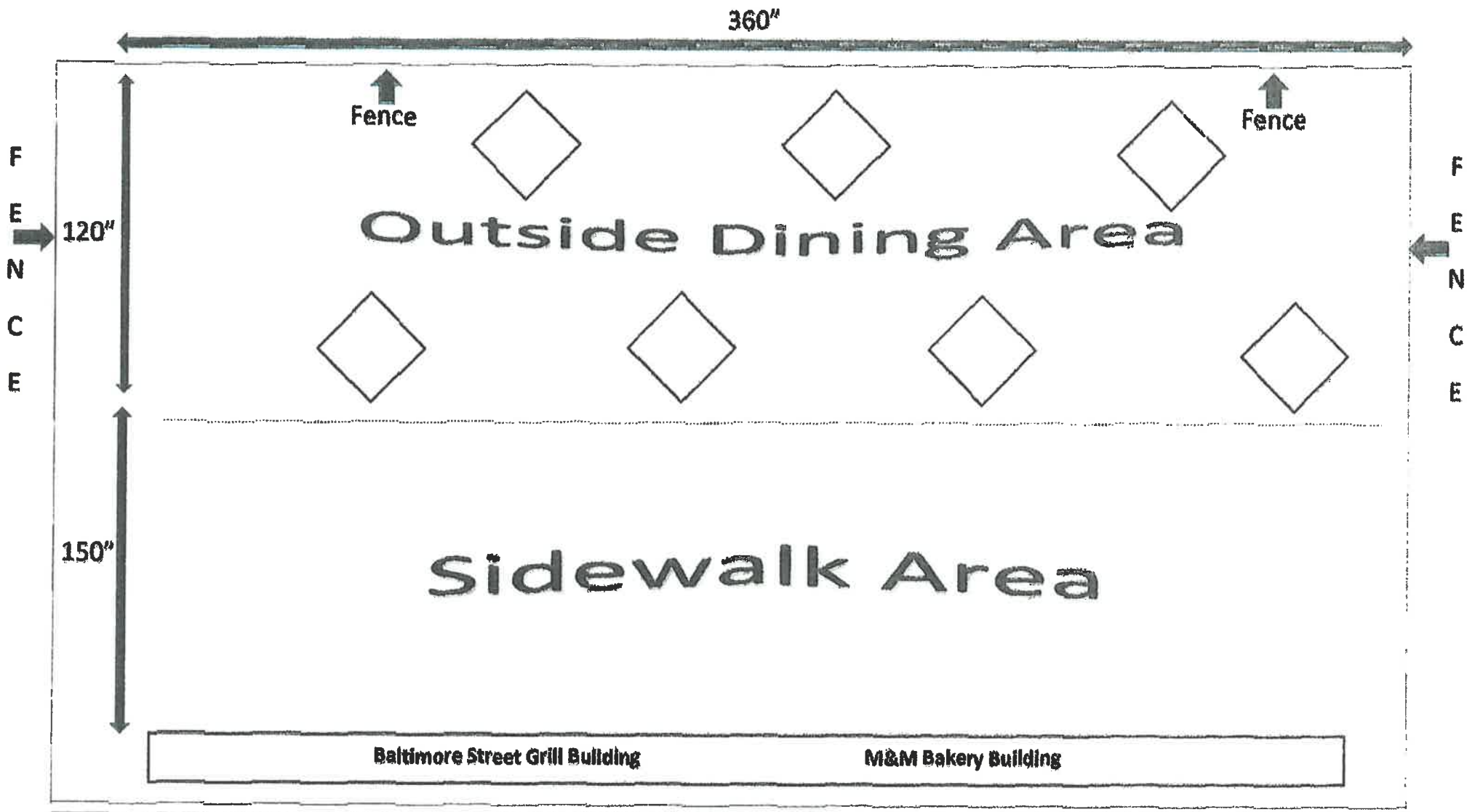
By: _____
Raymond M. Morriss, Mayor

ATTEST:

_____
Marjorie A. Woodring
City Clerk

_____ _____
WITNESS LESSEE

Fire Lane Not Needed For Outside Dining



We are following and enforcing **all social distance protocol** by order of Governor Larry Hogan and the state of Maryland

File Attachments for Item:

. Order 26,796 - declaring a 2011 Honda Accord to be surplus property and authorized for donation to the Allegany County Narcotics Task Force to be sold at Sheriff's auction

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. 26,796 **DATE:** May 18, 2021

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

WHEREAS, the Mayor and City Council desire to donate this vehicle to the Allegany County Narcotics Task Force to be sold at Sheriff's auction;

IT IS THEREFORE ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, THAT, the following vehicle is hereby declared to be surplus property and authorized for donation to the Allegany County Narcotics Task Force, in "AS IS, WHERE IS" condition with no warranties expressed or conveyed:

1. 2011Honda Accord
   VIN #1HGCS1B70BA001719

_____

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 26,797 - authorizing execution of a Copyright Use / Permission Agreement with V. L. Cox to allow the Human Relations Commission to use the concept of her copyrighted "Opening Doors" art installation to create a Fair Housing Act display to be used at various events

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. 26,797 **DATE:** May 18, 2021

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

THAT, the Mayor be and is hereby authorized to execute a Copyright Use / Permission Agreement with V. L. Cox to allow the Human Relations Commission to use the concept of her copyrighted "Opening Doors" art installation to create a Fair Housing Act display to be used at various events.

_____

Raymond M. Morriss, Mayor

"OPENING DOORS" ART INSTALLATION

V.L. Cox, a socially conscious artist from Arkansas, has been highly active in projects that involve human rights and equality. In 2015, she launched her National "End Hate" Installation Series, an anti-discrimination series that was placed twice on the steps of the Arkansas State Capitol, and then at the base of the Lincoln Memorial in Washington, D.C. Her series employs authentic and found objects that create a visceral presentation commenting on raw emotions and relevant human rights issues that continue to be important topics in the 21st century.



"Opening Doors" by V.L. Cox involves seven weathered monochrome wooden doors unhinged and freestanding each representing the seven protected classes covered by the Fair Housing Act: race, color, religion, national origin, sex, disability, and familial status. The installation will be on display at HUD from now until May 10, 2018.



View more images on HUD's flickr phototream

COPYRIGHT USE / PERMISSION
4/1/2021

1. V.L. Cox gives permission for _____ to create a series of doors based on her 'Open Doors' installation.

2. The Artist V.L. Cox shall retain all copyrights of the 'Opening Doors' installation, including but not limited to the rights to reproduce the work, prepare derivative works, and distribute and display copies of the work.

3. The Artist V.L. Cox has the right to publicize the artwork without authorization of or approval from _____.

4. _____agrees that they will not financially profit from the image that is the subject of this contract. No derivative works based on their series may be created or used by _____.

5. _____ will give credit to V.L. Cox as the original artist of the series in promotional/published material or online.



_____ _____

Artist V.L. Cox

Gmail

Margie Woodring <margie.woodring@cumberlandmd.gov>

Fwd: Message from KM_C368

1 message

Lee Borror <lee.borror@cumberlandmd.gov>
To: Margie Woodring <margie.woodring@cumberlandmd.gov>

Fri, Apr 23, 2021 at 11:45 AM

Hi Margie,

This is the history with my question to you regarding the Fair Housing art installation "Opening Doors" that we spoke about today. I started a powerpoint, but will finish for whenever M & CC is ready to have it on the agenda. Please let me know what all they require. The legal doc for signature is attached as well.

The project is a teambuilding exercise for our new Human Relations Commission members to get to know the others. We will ask for door donations, purchase paint supplies, and stabilizers for the bottom...perhaps Brian will help us with that part (city staff), and purchase the free standing or other plaque giving the artist credit for the idea with FH promotional budget funds. This is a great choice to promote fair housing since COVID ruined our event last April and we have no project of our own for this April. We can also use it at the National Night Out and other events to elicit conversations and education about Fair Housing. It is simple yet bold and will be a great way to bring attention to the protected classes-which are the words located on each of the 7 doors. The HRC supports these efforts.

Thank you in advance and please let me know what and when you need other information.

Sincerely,
Lee

Ms. Lee Borror
Senior Community Development Specialist
Human Relations Commission Administrator
Neighborhood Advisory Commission
City of Cumberland, Maryland
lee.borror@cumberlandmd.gov
ph: 301 759-6437
fax: 301 759-6432

---------- Forwarded message ---------
From: **Michael Scott Cohen** <mike@msclawllc.com>
Date: Wed, Apr 7, 2021 at 12:00 PM
Subject: RE: Message from KM_C368

File Attachments for Item:

. Order 26,798 - approving a Historic District Tax Incentive Program credit and assessment freeze for property at 66 Pershing Street (Tax No. 04-084171) owned by CG Enterprises LLC, based on total eligible projects costs of $187,836.32 Property Tax Credit = $18,783.63 valid for 5 years, Property Tax Assessment Freeze - 7 years, Special Taxing District Tax Assessment Freeze - 7 years

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. 26,798 **DATE:** May 18, 2021

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

THAT, the property located at 66 Pershing Street (Tax No. 04-084171), owned by CG Enterprises LLC, be and is hereby granted a one-time Historic District Property Tax Credit based on total eligible project costs of $187,836.32, as follows:

1. **Real Estate Property Tax Credit** - in the amount of $18,783.63 for a total of five (5) years commencing with the 2021 tax year, with any credit remaining expiring after that time;
2. **Property Tax Assessment Freeze** – Seven (7) year assessment freeze at the 2017 assessment rate, commencing with the 2021 tax year
3. **Special Taxing District Tax Assessment Freeze** – Seven (7) year assessment freeze at the 2017 assessment rate, commencing with the 2021 tax year

_____

Raymond M. Morriss, Mayor

Historic District Tax Incentive Program

By Kathy McKenney
66 Pershing Street
CG Enterprises LLC
Contact: Zach Hattenfield
Tax Account #: 04-034171

A Historic District Tax Incentive Application has been received from the owners of the property located at 66 Pershing Street. Based on research, factoring out all grant funds that have been allocated to the project, calculations (within the allowable two-year project time period), and materials received, I would like to make the following recommendation:

- City of Cumberland property tax credit recommended in the amount of $18,783.63 (10% of total eligible project costs of $187,836.32). The credit will be applied to real estate property taxes and is valid for a total of five years unless exhausted. Any credits remaining after that time will expire.
- Since the ratio of the project investment versus the pre-improvement value of $113,833.00 is 165% (using the 2019 State of Maryland's tax assessment for this property, the application qualifies for a seven (7) year assessment freeze.
- Since this property is located within the Special Taxing District, the special tax should also be frozen for seven years at the 2017 assessment, as well.
- The effective tax year to when these incentives should be applied is 2021, since the project was completed in the 2020 tax year. Per the ordinance, the incentives are to be applied to the tax year subsequent to the completion of the project.

Improvement cost as percentage of market	Available tax exempt status of improvement
10 percent	1 year
20 percent	2 years
30 percent	2 years
40 percent	3 years
50 percent	3 years
60 percent	4 years
70 percent	4 years
80 percent	5 years
90 percent	6 years
100 percent	7 years
200 percent	8 years
300 percent	9 years
400 percent	9 years
500 percent	10 years

File Attachments for Item:

. Order 26,799 - accepting the proposal from Turnbull Hoover & Kahl, P.A., to provide an audit of the City's financial statements for the year ended June 30, 2021, for the amount not to exceed $111,200

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. 26,799 **DATE:** May 18, 2021

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

THAT, the proposal from Turnbull, Hoover & Kahl, P.A., 17 Glenn Street, Suite 200, Cumberland, MD 21502, to audit the financial statements of the City of Cumberland for Fiscal Year 2021 be and is hereby accepted in the amount not-to-exceed One Hundred Eleven Thousand, Two Hundred Dollars ($111,200.00).

_____

Mayor Raymond M. Morriss

David W. Turnbull, CPA
Richard J. Hoover, CPA
Bernard B. Kahl, CPA

Turnbull Hoover & Kahl P.A. CPA

217 Glenn Street, Suite 200
Cumberland, Maryland 21502
Phone: 301.759.3270
www.thkcpas.com

April 16, 2021

Mayor and City Council
City Hall
57 N. Liberty Street
Cumberland, Maryland 21502

We are pleased to confirm our understanding of the services we are to provide the City of Cumberland (the City) for the year ended June 30, 2021. We will audit the financial statements of the governmental activities, the business-type activities, the aggregately presented component units, each major fund, and the aggregate remaining fund information and the related notes to the financial statements, which collectively comprise the basic financial statements, of the City as of and for the year ended June 30, 2021. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedule.
3. GASB-required Supplementary OPEB Information
4. GASB-required Supplementary Pension Information

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the

auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards.
2. Combining and individual nonmajor fund financial statements.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will not provide an opinion or any assurance on that information:

1. Introductory Section
2. Statistical Tables

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on –

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards.*

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing , and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over

compliance and the results of that testing based on the requirements of Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Mayor and City Council of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other that unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw for this engagement.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. We have advised you of the limitations of our audit regarding the detection of fraud and the possible effect on the financial statements (including misappropriation of cash or other assets). We have offered to perform, as a separate engagement, extended procedures specifically designed to detect fraud and you have declined to engage us to do so at this time. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of

receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards,* and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards.*

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major

programs. For federal programs that are included in the 2020 Compliance Supplement (or most current supplement), our compliance and internal control procedures will relate to the compliance requirements that the 2020 Compliance Supplement (or most recent supplement) identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements and related notes of the City in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grants agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards, take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings, promptly follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review three months prior to the completion of our audit.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our

report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience, evaluate the adequacy and results of those services, and accept responsibility for them.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Turnbull, Hoover & Kahl, P.A., will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to an exempt offering document with which Turnbull, Hoover & Kahl, P.A. is not involved, you agree to clearly indicate in the exempt offering document that Turnbull, Hoover & Kahl, P.A. is not involved with the contents of such offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

In connection with this engagement, we may communicate with you or others via email transmission.

As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Engagement Administration, Fees, and Other

We understand that your employees will locate any documents selected by us for testing. In addition, we will require certain personnel provide information requested in various PBC (prepared by client) schedules. These schedules will consist primarily of various account analysis and reconciliations. We request that all adjustments known to City personnel be supplied to us as soon as possible after the end of the accounting period.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Turnbull, Hoover & Kahl, P.A. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to your cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Turnbull, Hoover and Kahl, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide to distribute the copies or information contained therein to others, including other governmental agencies. Our time to comply with these reviews or requests will be billed to you at our standard hourly rates plus out of pocket expenses incurred.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by your cognizant or oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

David W. Turnbull is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for audit services will be $82,750 plus any out of pocket costs we might incur from your third party service providers. Interim billings will be submitted as work progresses and costs are incurred and are payable within thirty days. The audit fee is based on the following assumptions: timely cooperation from your personnel, your personnel preparing complete and accurate financial statements with related schedules and notes (we will provide the requested number of audit opinions), your personnel duplicating and binding the financial statements, minimal audit adjusting entries being required, the City having only one major federal program required to be tested during single audit testing, the fund financial statements presenting no more than four major funds, expanded audit testing not being required because of the condition of the accounting system and records or implementation of new accounting systems, substantial consultations from your personnel not being required and that unexpected or unusual circumstances or transactions will not be encountered during the audit. Our fee for assistance with the preparation of the financial statements and related notes and for any additional time necessary as a result of the aforementioned items, will be billed at the following hourly rates:

Principal	$ 230
Manager	$ 180
Supervisor	$ 160
Senior Staff	$ 145
Junior Staff	$ 120
Secretarial	$ 45

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the contract period. Our 2018 peer review report accompanies this letter.

Our audit engagement ends on delivery of our audit opinion. Any follow-up services that might be required during that fiscal year will be a separate, new engagement. The terms of this letter will continue in effect for any subsequent audit engagements referred to in the first paragraph.

To ensure that Turnbull, Hoover & Kahl, P.A.'s independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Kindest regards,

Turnbull, Hoover & Kahl, P.A.

RESPONSE:

This letter correctly sets forth the understanding of the City of Cumberland.

By: _____

Title: City Administrator

Date: _____

File Attachments for Item:

. Order 26,800 - Accepting the proposal from The Mercer Group, Inc. to provide services and support in the search for a city administrator for the amount of $21,500 for professional services and expenses not to exceed $6,500

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. 26,800 **DATE:** May 18, 2021

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

THAT, the proposal from The Mercer Group, Inc., 13 Cambridge Place, Ocean Pines, MD, 21811, to provide services and support in the search for a city administrator in the amount of Twenty-One Thousand, Five Hundred Dollars ($21,500) for professional services and expenses not to exceed Six Thousand, Five Hundred Dollars ($6,500).

_____

Mayor Raymond M. Morriss

AGREEMENT

This Agreement, made as of this _____ day of _____, 2021, by and between **The Mercer Group, Inc.** and the **City of Cumberland, Maryland** a governmental corporation.

WITNESSETH:

Whereas, The City of Cumberland, Maryland (hereinafter referred to as the "City") desires to engage an executive search firm to conduct a search for a City Manager, and

Whereas, The Mercer Group, Inc. (hereinafter referred to as "Mercer") has submitted a proposal in response to the City's request; and

Whereas, the City has selected Mercer's proposal as it meets the needs of the City in conducting its search for a City Manager;

NOW THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties hereto, Mercer and the City hereby agree as follows:

1. Mercer agrees to provide services and support to the City in the City's search for a City Manager. Mercer agrees to conduct the City's project in accordance with the scope of services outlined in its Proposal to the City dated April 21, 2021. The Mercer proposal is incorporated by reference and thus made a part of this Agreement.
2. The City agrees to compensate Mercer for its services in the amount of $21,500 for professional services and expenses not to exceed $6,500 to conduct the City Manager search. Payments are to be made as outlined in the Mercer proposal.
3. The City and Mercer both agree that this Agreement shall be governed by the laws of the State of Maryland.
4. The City and Mercer both agree that any amendments to this Agreement shall be made in writing, and executed by both parties. No proposed amendment which is not in writing and executed by both parties shall affect the terms of this Agreement.
5. The parties shall have the right at either parties' convenience to terminate this Agreement following ten (10) days written notice to the other party. Should either party terminate this Agreement the City shall only be obligated to pay Mercer for those services already provided.

CITY OF CUMBERLAND

By: _____ Date_____

THE MERCER GROUP, INC.

By David J Deatsch Date MAY 15, 2021
SENIOR VICE PRESIDENT