



MAYOR

Brian K. Grim

CITY ADMINISTRATOR

Jeff Rhodes

CITY SOLICITOR

Michael Scott Cohen

COUNCIL

Seth D. Bernard

David Caporale

Richard J. "Rock" Cioni

Eugene T. Frazier

CITY CLERK

Marjorie A. Woodring

AGENDA

**Mayor and City Council of Cumberland
City Hall Council Chambers
Room 212
6:15 P.M.**

DATE 4/18/2017

***Pledge of Allegiance**

I. ROLL CALL

II. PROCLAMATIONS

(A) Proclaiming the month of May, 2017 as Let's Beautify Cumberland! Month

III. DIRECTOR'S REPORT

(A) Police

1. Police Department monthly report for March 2017

(B) Fire

1. Fire Department monthly report for March, 2017

(C) Public Works

1. Maintenance Division monthly report for March 2017

2. Engineering Division monthly report for March, 2017

3. Utilities Division & Central Services monthly reports for March, 2017

IV. NEW BUSINESS

(A) Orders (Consent Agenda)

1. Order approving the submission of a request to the Department of Housing and Community Development for 2017 CDBG entitlement funding in the amount of \$700,000

2. Order authorizing execution of Lease Agreements for the use of public space for outdoor dining and entertainment purposes with City Lights, Embassy Theater Corp., and Baltimore Street Grill
3. Order authorizing execution of a Lease Agreement with R&M Variety Store located at 100 Baltimore Street to allow for use of the public right-of-way for selling merchandise for the period retroactive to April 13, 2017 and extending through August 15, 2017

(B) Letters, Petitions

1. Letter from Kyle P. Blake, Secretary of the Tri-Valley Region Lambda Car Club International asking permission to use the top two levels of the George Street Garage on Friday, June 23, 2017 from 7:00 - 9:00 p.m. to host a private welcome party for the club's Hot Wheels 2017 car show

V. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

VI. ADJOURNMENT



Regular Council Agenda
April 18, 2017

Description

Proclaiming the month of May, 2017 as Let's Beautify Cumberland! Month

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
April 18, 2017

Description

Police Department monthly report for March 2017

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



City of Cumberland Department of Police

Monthly Report
March 2017

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

MARCH 2017

SWORN PERSONNEL: 48 SWORN OFFICERS

Administration	6 officers
Squad 1A	9 officers
Squad 1B	9 officers
Squad 2A	8 officers
Squad 2B	8 officers
C3I/C3IN	5 officers
School Resource	2 officers
Academy	1 officer

CIVILIAN EMPLOYEES: 7 full time, 7 part time

CPD Office Associate	1 full time
CPD Records Clerk	1 full time
Safe Streets Coordinator	1 full time*
CPD Crime Analyst	1 full time*
CPD Drug Coordinator	1 full time*
CPD Maintenance	1 part time
C3I Office Associate	1 full 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
MPA Garage Attendants	2 part time
Code Enforcement	2 part time

* = Grant funded

** = Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 454 HOURS
 COMP TIME USED: 175 HOURS
 SICK TIME USED: 158 HOURS

YEAR TO DATE (beginning 7/1/16): 6,560 HOURS
 YEAR TO DATE (beginning 7/1/16): 2,282 HOURS
 YEAR TO DATE (beginning 7/1/16): 2,340 HOURS

OVERTIME REPORT

OVERTIME WORKED: 499 HOURS
 HOSPITAL SECURITY: 192 HOURS
 COURT TIME WORKED: 114 HOURS

YEAR TO DATE (beginning 7/1/16): 3,276 HOURS
 YEAR TO DATE (beginning 7/1/16): 1,123 HOURS
 YEAR TO DATE (beginning 7/1/16): 761 HOURS

TRAINING REPORT

31 OFFICERS TRAINED FOR 424 HOURS

YEAR TO DATE (beginning 7/1/15) 7,464 HOURS

Item # 2



Regular Council Agenda
April 18, 2017

Description

Fire Department monthly report for March, 2017

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

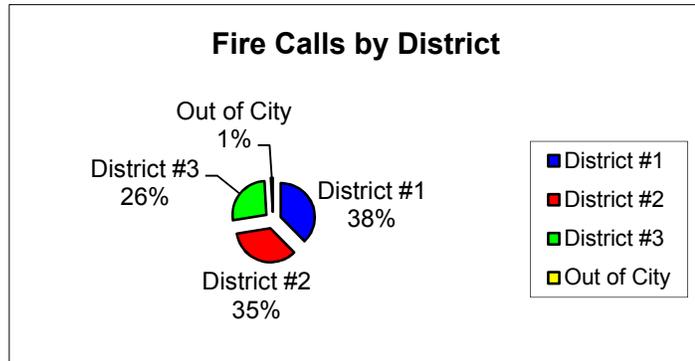
Source of Funding (if applicable)

REPORT OF THE FIRE CHIEF FOR THE MONTH OF MARCH 2017
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 109 Fire Alarms

Responses by District:

District #1	41
District #2	38
District #3	29
Out of City	1
	<hr/> 109



Number of Alarms:

First Alarms Answered	107
Working Alarms Answered	1
Second Alarms Answered	1
	<hr/> 109

Calls Listed Below:

Property Use:	
Public Assembly	9
Undetermined	1
Educational	3
Institutional	5
Residential	60
Manufacturing	1
Mercantile, Business	5
Special Properties	25
	<hr/> 109

Type of Situation:

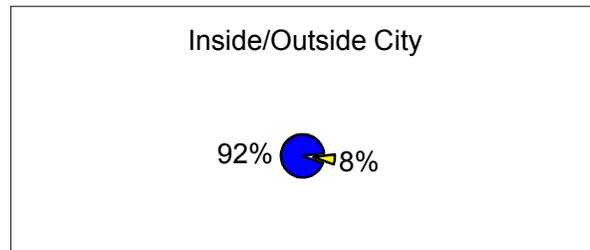
Fire	7
Overpressure, Rupture	0
Rescue Calls	57
Hazardous Conditions	6
Service Calls	10
Good Intent Calls	14
False Calls	15
	<hr/> 109

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in March:	\$3,870.00
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid Fiscal Year to Date:	\$28,940.00
Fire Service Fees for Fire Calls Paid In March:	\$620.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$11,065.75

Fire Service Fees for Inspections and Permits Billed in March: \$0.00

Fire Service Fees for Inspections and Permits Paid in March: \$0.00
 Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date: \$1,450.00
Cumberland Fire Department Responded to 438 Emergency Medical Calls:

In City Calls	405
Out of City Calls	<u>33</u>
Total	438



Cumberland Fire Department provided 19 Paramedic Assist Calls:

11 Paramedic Assist Calls within Allegany County
8 Paramedic Assist Calls outside of Allegany County
 19

Corriganville VFD	1
Cresaptown VFD	6
Flintstone VFD	2
LaVale Vol. Rescue Squad	1
Mount Savage VFD	<u>1</u>
	11
Cumberland Valley EMS, PA	1
Hyndman Area Rescue, PA	1
Keyser EMS, WV	1
New Creek Ambulance, WV	1
Ridgeley VFD, WV	2
Short Gap VFD, WV	1
Wiley Ford VFD, WV	<u>1</u>
	19

Cumberland Fire Department provided 14 Mutual Aid Calls:

13 Mutual Aid Calls within Allegany County
1 Mutual Aid Calls outside of Allegany County
 14

Bowman's Addition VFD	3
Cresaptown VFD	8
Flintstone VFD	1
LaVale Vol. Rescue Squad	<u>1</u>
	13
Ridgeley VFD, WV	<u>1</u>
	14

Total Ambulance Fees Billed by Medical Claim-Aid for March:	\$129,592.01
Ambulance Fees Billed Fiscal Year to Date:	\$1,220,453.43
Ambulance Fees Paid: Revenue Received in March:	\$122,604.63
FY2017 Ambulance Fees Paid in FY2017:	\$698,411.34

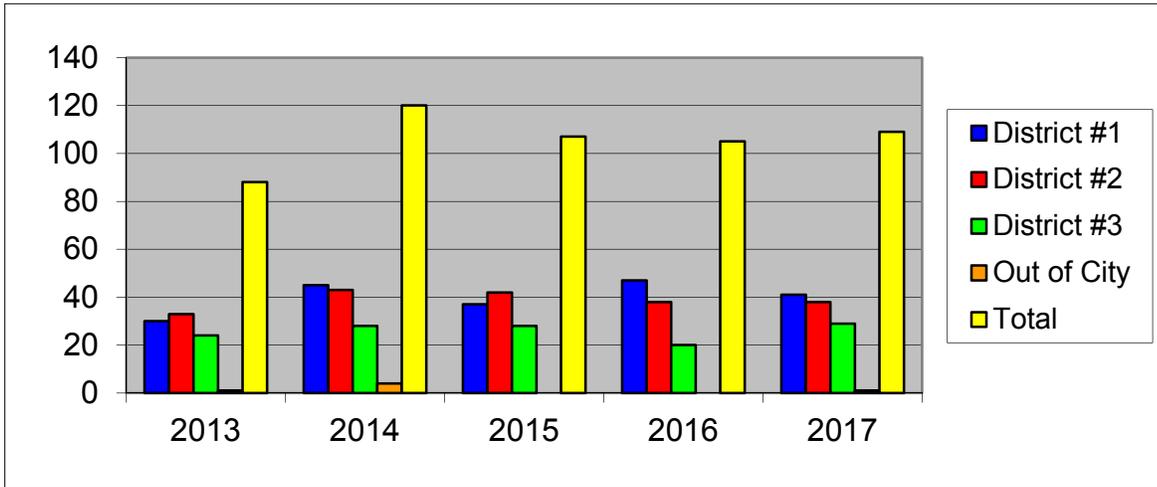
Total Ambulance Fees Paid in FY2017:

\$843,100.81

(All Ambulance Fees, previous and current fiscal years, Paid in FY2017.)

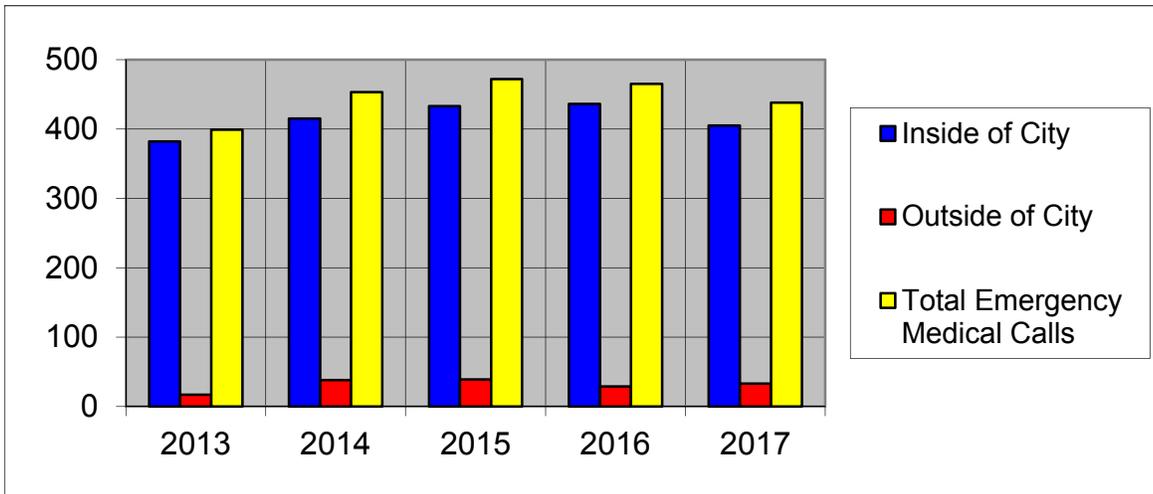
Fire Calls in the Month of March for a Five-Year Period

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
District #1	30	45	37	47	41
District #2	33	43	42	38	38
District #3	24	28	28	20	29
Out of City	<u>1</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>1</u>
Total	88	120	107	105	109



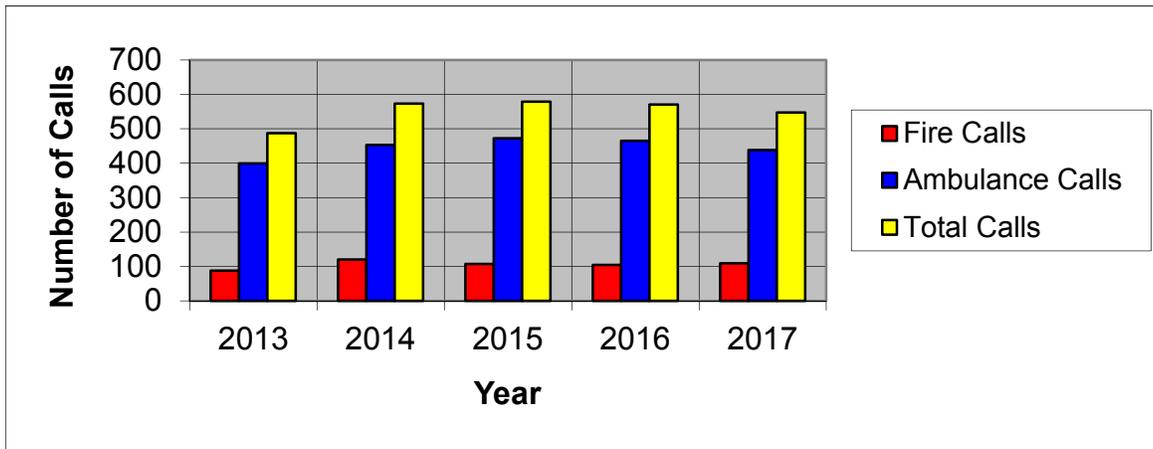
Ambulance Calls in the Month of March for a Five-Year Period

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Inside of City	382	415	433	436	405
Outside of City	<u>17</u>	<u>38</u>	<u>39</u>	<u>29</u>	<u>33</u>
Total Emergency Medical Calls	399	453	472	465	438



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

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Fire Calls	88	120	107	105	109
Ambulance Calls	399	453	472	465	438
Total Calls	487	573	579	570	547

**Training:**

Training Man Hours:	176.00	
Duscuss Safety Issues		5.50
Pump Operations		22.00
Apparatus Check Procedures		48.00
Plan Reviews		22.00
Strategic and Tactical Operations		16.50
Haz-Mat Annual Refresher		5.00
Street Location		15.00
Physical Fitness		16.00
Truck Company Jeopardy		11.00
Officer Meeting		4.00
Rescue Tools		11.00
		<u>176.00</u>

Fire Prevention Bureau:

Complaints Received	3
Conferences Held	68
Correspondence	10
Inspections Performed	9
Investigations Conducted	11
Plan Reviews	1

Statistics Compiled by Julie A. Davis, Fire Administrative Officer



Regular Council Agenda
April 18, 2017

Description

Maintenance Division monthly report for March 2017

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

MAINTENANCE DIVISION REPORT
March 2017

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

**PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
MARCH 2017**

- POTHOLES AND COMPLAINTS
 - Potholed 10 days using approximately 4 ton of cold mix.

- UTILITY HOLE REPAIR
 - Completed 7 Water Utility Hole Repairs using 6 CY of concrete.

- STREET SWEEPING
 - Swept 191 curb miles (approx. 48 cubic yards of debris).

- MISCELLANEOUS
 - Snow Removal 4 days.
 - Brush Removal and Tree Work 9 days.
 - Picked up Salt Barrels.
 - Cleaned Baltimore Street Underpass 2 times

STREET MAINTENANCE - MARCH 2017		3/1-3/4	3/5-3/11	3/12- 3/18	3/19-3/25	3/26-3/31	TOTAL
SERVICE REQUEST COMPLETED							0
PAVING PERFORMED	TONS						0
CONCRETE WORK	CY						0
UTILITY HOLES REPAIRED	WATER		5		1	1	7
	SEWER						0
	CY		3.00		2.50		6
	TONS						0
POTHoles FILLED	STREETS						0
	ALLEYS						0
	DAYS		3	2	3	2	10
	Cold Mix		X	X	X	X	0
	TONS						0
PERMANENT PATCH	CY						0
	TONS						0
COMPLAINTS COMPLETED							0
	CY						0
	TONS						0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED							0
STREET NAME SIGNS REPAIRED/INSTALLED							0
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED							0
							0
							0
PAINTING PERFORMED	BLUE						0
	YELLOW						0
	RED						0
PAVEMENT MARKINGS INSTALLED	No.					0	
STREET CLEANING	LOADS				12		12
	MILES				191		191
SWEEPER DUMPS HAULED TO LANDFILL	TONS					5.2	5
SALT BARRELLS - PICK UP	DAYS					2	2
CLEANED BALTIMORE ST. UNDERPASS			1			1	2
CLEAN SNOW EQUIPMENT	Days			2			2
BRUSH REMOVAL/TREE WORK	Days	1	3		3	2	9
Check Drains/Clean Debris	DAYS	2					2
LEAF PICK UP	Loads						0

Mill Drain at Braddock Rd 3/2/17

Traffic Control for Pub Crawl 3/10 & 3/13

Picked up sand for pool filters 3/21/17

Removed snow equipment from trucks 3/31

Snow Removal OT

DATE

3/3/17

3/13/17

3/14/17

3/15/17

11pm-7am

2 trucks -

7 trucks -

1 truck -

5 hrs

8 hrs

4 hrs

7am-3pm

4 trucks -

9 trucks -

8 hrs

3 hrs

7 trucks -

5 trucks -

8 hrs

3pm-11pm

Salt Brine

x

Item # 4

Sidewalks

x

x

**PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
MARCH 2017**

- Constitution Park
 - Turned water on.
 - Tree Work.
 - Filter House and Pool work.
 - Fence Repairs @ Amphitheater.

- Mason Complex
 - Turned Water on
 - General clean-up of Complex including setting out garbage cans.
 - Field Maintenance began: lining and dragging all softball fields.
 - Cut Fields.

- Miscellaneous Work
 - Water was turned on at JC Field.
 - Snow Removal.
 - Clean up at Washington HQ's.

Parks and Recreation Department
Miscellaneous Work
March 2017
Turned water on at bathrooms
Tree work in Park
Repaired leak in back bathroom in Park
Tree removal at Amphitheater
Fence repair at Amphitheater
Removed sign at fields for replacement
Installed stone in pool filters
Snow removal
Cleaned up Washington HQs after traffic accident
Repaired bathroom leaks
Installed sand in pool filters and re-assembled them

**Fleet Maintenance
March 2017**

Total Fleet Maintenance Projects	173
Street Maintenance	27
Snow Removal	10
DDC	1
CPD	22
Water Distribution	18
P & R Maintenance	15
CFD	17
Sewer	13
Code Enforcement	1
Flood	0
PIP	0
WWTP	0
Engineering	3
Facility Maintenance	0
Fleet Maintenance	0
Central Services	0
Municipal Parking	1
Public Works	0
Water Filtration	0
Small Engine Repairs	0
Scheduled Preventive Maintenance	34
Field Service Calls	11
 Total Work Orders Submitted	 47
 Risk Management Claims	 2
 Fork Lift Inspections	 0



Regular Council Agenda
April 18, 2017

Description

Engineering Division monthly report for March, 2017

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland, Maryland Engineering Division - Monthly Report

Capital Projects						March 31, 2017	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2008	05-08-S	Evitts Creek CSO Upgrades Phase III (gravity sewer under railroad)	Replacement of CSO line connecting Evitts Creek Pump Station effluent with gravity line that parallels the Canal Towpath. Said gravity line is being replaced under project 17-03-S(1).	Design	NO CHANGE Despite efforts, the location of MH 4 has not been determined. No additional field work is currently planned.	PJD	1/31/2017
2010	01-10-WWTP	CSO Storage Facility At WWTP	CSO storage and handling facility in accordance with LTCP	Construction	Pre-construction conference held, working with contractor on request for expanded site footprint.	PJD	4/3/2017
2012	2-12-M	Baltimore Avenue Improvements	Resurfacing of Baltimore Ave. from Front Street to Marion Street; with ADA and bicycle safety improvements, water main replacement (Goethe St to Marion St), and traffic safety improvements.	Construction Closeout	We are awaiting a ruling on ADA compliance from the SHA as requested by the Contractor	JRD	12/29/2016
2012	10-12-M	Bike Improvements on Mechanic and Centre St	Bike Lane Markings and Signs on Centre and Mechanic Sts from Henderson Ave to Harrison St	Construction	The bicycle pavement markings and signs for this project were bid with the Frederick Street / Bedford Street Bike Improvement Project and will be completed at the same time. The contract has been award to PSI, and installation is expected to start in April 2017.	JDF	4/11/2017
2013	1-13-FPM	Misc Flood Control System Concrete Repairs	Repairs to various points of FCS system per USACOE inspection	Design	Working on "Bulpen" area design.	PJD	4/3/2017
2013	4-13-SWM	Avirett Development at 12313 Messick Road	Development at Messick Road, north of the proposed Chessie Federal Credit Union site.	Design	NO CHANGE - Looking at installing sewer line.	PJD	4/3/2017
2013	11-13-M	Frederick & Bedford Sts. Bike Lane Improvements	Proposed bicycle safety improvements; including, bike lanes along Frederick Street and Bedford Street from the Mechanic Street to the City Limits, where possible, and traffic calming	Construction	UPDATE -This project has been awarded to PSI, and work is expected to begin in April, 2017. Maryland SHA has already secured approval for the use of green pavement makings in the bike lanes, but green contrast was not approved, so we will just use shared marking with no contrast.	JDF	4/11/2017
2013	12-13-FPM	Flood Control Encroachment Tree Project	Removal of Trees along Flood Wall and Levees per requirements of US Army Corps of Engineers specifications	RFP	NO CHANGE Finalizing list of trees to send out for bids from contractors. Trees along flood wall will be removed and the stumps either ground or sprayed with herbicide to kill them.	PTE	4/4/2017
2014	04-14-WWTP	Sludge Screening Study/Design	Study to select the best alternative to keep rags out of the recently cleaned and modified digester because the modifications will make it impossible to	Design	Need/Benefit of the project is being reevaluated, and for now the project is on hold. Design is complete and the project will remain on this report for the time being.	JDF	4/11/2017
2014	05-14-M	Mill Grind, patch and Resurface Pavements in accordance with MD SHA Contract	Belt Contract to mill and pave	Construction	No Change - A number of street have been paved in 2016 under this contract. The contract is still opened and some more work is expected to be done in 2017.	JDF	4/11/2017

City of Cumberland, Maryland Engineering Division - Monthly Report

Capital Projects						March 31, 2017	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2014	10-14-M	Amtrak Station Streetscape Improvements - Baltimore Street Rail Connection	ADA improvements to curbs and sidewalks along Baltimore Street from George Street to Chessie System Railroad Tracks.	Construction Bidding	The contract has been awarded to Excavating Assoc. Work is expected to start around May 15, 2017.	JDF	4/11/2017
2014	12-14-M	Canal Street Rehabilitation Improvements	This project will make bicycle safety improvements to Canal Street.	Construction	Complete - Work is complete, we will request reimbursement was submitted in June. A final report is still needed and should be done by the end of the year. The City Bike Improvement was combined with a Canal Place Contract.	JDF	11/9/2016
2014	13-14-M	Mechanic Street Access Road Improvement Project	Repaving and ADA ramp improvements to the section Mechanic Street from I-68 to Bedford Street. Includes improvements to the block of Bedford Street from N. Centre to N. Mechanic Street and Baltimore Street to the Bridge.	Design	Preliminary project documentation has been submitted to SHA for review, which will create an SHA project. After approval of the preliminary documents we will be able to submit the PS&E packet for review.	JRD	12/29/2016
2014	18-14-SWM	New HS at site of SHH - SWM	SWM for new Allegany High School	Construction	Work continues.	PJD	4/3/2017
2014	19-14-M	Greene Street Complete Street Plan	Planning Study for Greene Street	Planning	UPDATE - The Design Report from Alta Planning + Design was submitted and presented to the Mayor and City Council. The plan to start work on Construction Funding Applications has been delayed because of the Baltimore Street Project, which would have been competing for the same funds. This project still needs to be done and should be a priority in the future.	JDF	4/11/2017
2015	1-15-M	Maryland Smart Energy Communities 2015	Designation and Grant for energy reduction improvements. Also required 3 deliverables in 2015: Energy Reduction and Renewable Energy Policies, Energy Baseline, and an energy reduction plan.	Planning	UPDATE Projects all completed for FY15. Final reimbursement request to be sent in April.	RJK	4/4/2016
2015	9-15-M	Potomac River Walk	The Study Phase of this project is being done through the Cumberland MPO and consists of a Walk / Trail for pedestrians and bikes along the Potomac River between Wills Creek and the YMCA	Study	This project should become a Canal Place Project. There has not been much activity on this project recently, however we will keep it here until it is either dropped or started by Canal Place.	JDF	4/11/2017
2015	13-15-SWM	Sheetz Improvement at Greene Street - SWM	Complete revamp of the facility at Greene Street	Construction	Complete. Awaiting SWM system as-builts.	PJD	1/31/2017
2015	14-15-SWM	Hampton Inn - Welton Drive	New Hampton Inn off Welton Drive	Planning	NO CHANGE -Final SWM plan approved.	PJD	1/31/2017

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						March 31, 2017	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2015	15-15-P	Mill Grind, patch and Resurface Pavements in accordance with MD SHA Contract	A similar contract had been awarded to Belt Paving in 2014, however Belt could not provide City work, so other paving contractors were asked to provide the work. Only IA Construction responded with a proposal	Construction	A number of paving projects were completed in 2016. The contract is still opened and some work may be done 2017.	JDF	4/11/2017
2015	18-15-S	CSO Water Quality Analysis	Base line data collection for analysis of future CSO needs after CSO Storage is on line.	Study	UPDATE Stream sampling ongoing through December 2016.	RJK	11/30/2016
2015	19-15-M	WWTP & Collection System Asset Management Plan	Development of an Asset Management Plan	Planning	UPDATE Asset Management Program/Capital Improvement Planning Ongoing. GIS work building. Staff meeting with PW staff regarding work orders ongoing.	RJK	4/4/2016
2015	21-15-M	Washington Street Lighting	Install decorative lighting along Washington Street	Design	UPDATE - This project was originated by the Neighborhood Association, however after they received State funding the City has agreed to take on the project and provide the necessary local funds to get it completed. After bids were opened for the lighting it was determined that the City should only install the conduit so that the paving of Washington Street could be completed. All conduit and paving work was completed in November 2016. Engineering is work on collecting the State Grant funds.	JDF	4/11/2017
2015	23-15-M	Flood Insurance Rate Map (FIRM) Modernization and Implementation	Update FIRMs and the Floodplain Ordinance, and conduct an outreach to the community to apprise landowners of the impact of those changes.	Planning	Letter of Final Determination from MDE is now due mid-May, 2017. This means new Flood Insurance Rate Maps (FIRMs) will now come out mid-November, 2017.	PJD	1/31/2017
2016	5-16-SWM	Gasoline and Manual Car Wash Station - Willowbrook Road	L.C. Nixon Development Company Car Wash and Gas Station development of an existing property into a Gas Station and manual car wash.	Design	New Final SWM plan received and comments sent to Owner's Agent.	PJD	1/31/2017
2016	11-16-SWM	Site Modifications to MacDonald's on the Industrial Boulevard	Drive-thru modification to a side-by-side configuration	Construction Closeout	As-builts being prepared.	PJD	4/3/2017
2016	12-16-M	New Baltimore Street Town Center	The purpose of the New Baltimore Street Town Center project is to reopen and improve Baltimore Street, which is currently configured as a pedestrian mall, to vehicular traffic while maintaining elements of the mall.	RFP	RFP must be re-issued due to funding source requirements. RFP being revised.	PJD	4/3/2017
2016	13-16-RE	Constitution Park Pool - Liner and Main Drain Improvements	The main drain is being installed by Carl Belt, Inc. and the Liner is being done by RenoSys under two separate contracts	Construction	The new main drain and the liner were completed in December. The filters are nearly complete and work on the bathhouse and wadding pool are being scheduled.	JDF	4/11/2017
2016	14-16-M	Nemacolin and Richwood Avenue Improvements		Construction	Construction Complete	JRD	12/15/2016

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						March 31, 2017	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2016	16-16-SWM	The Final Touch Building Addition	Addition of a 5,000 SF building and new parking lot at the Kelly Road facility	Construction Bidding	NO CHANGE - Final SWM Plan submittal approved	PJD	12/29/2016
2016	17-16-M	Stage Renovations at Liberty Street Stage	Replace wood stage with Concrete	Design	Plans need to be modified and the project bid, but it is important to hold this work until the New Baltimore Street Town Centre Project is started to make sure that the design is compatible.	JDF	11/9/2016
2016	18-16-BR	John J. McMullen, Bridge No. A-C-01 Repairs	Bridge Repair	Design	Needed repairs were identified in the latest Bridge Inspection Report. We asked for a price, but in that process it was determined that we needed additional Engineering to prepare the specifications for the needed repairs. This work needs to be done and we are working of funding.	JDF	4/11/2017
2017	12-17-M	Computer Aided Design Services	Computer Aided Design (CAD) Services to prepare several AutoCAD Templates, to convert existing standard construction details to CAD, and to create several new standard construction details.	Design	RFP has been issue and responses are due 4/18/2017	JRD	4/11/2017

City of Cumberland, Maryland Engineering Division - Monthly Report

Program Projects Update							March 31, 2017	
Order	Department	Program/Project Name	Description	Phase	Comments	Updated By	Date of Update	
	PUBLIC WORKS	Curbside Recycling	Curbside recycling program started in the City of Cumberland July 1, 2014	Ongoing	UPDATE Continued Public Outreach.	RJK	4-Apr-16	
	WWTP	Cumberland Pretreatment Program	City Ordinance No. 3251 regulates industrial and significant dischargers to Cumberland's sewer and POTW. There are 4 Significant Industrial Users (SIUs)	Regulatory	UPDATE Annual Inspections to start April. Q1 report due April 20.	RJK	4-Apr-16	
	WWTP	POTW NPDES Permit	Requirements for compliance		UPDATE Biomonitoring report received and forwarded to MDE in March.	RJK	4-Apr-16	
	WWTP/CSO	CSO Consent Decree Compliance Reporting	Reporting/Inspections	Semi-Annual/As Needed	UPDATE CSO water quality analysis ongoing, sampling 1 per month throughout and beyond CSO Storage Facility installation.	RJK	4-Apr-16	
	WFP	NPDES Permit	Requirements for compliance		NO CHANGE	RJK	29-Dec-16	
	Watershed	Evitts Creek Steering Committee	Cross-jurisdictional committee working on source water protection efforts.		NO CHANGE	PTE	29-Apr-16	
	STC	Shade Tree Commission	Care of trees along city rights of way and in parks.	NA	UPDATE Planning spring tree planting and Arbor Day	PTE	4-Apr-17	
	Evitts Creek Water Company	Forest Stewardship Plan (aka Resource Management Plan)	Management of the forested property around Lakes Gordon and Koon	NA	NO CHANGE The Forest Management Plan is in the writing stage.	PTE	30-Dec-16	



Regular Council Agenda
April 18, 2017

Description

Utilities Division & Central Services monthly reports for March, 2017

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

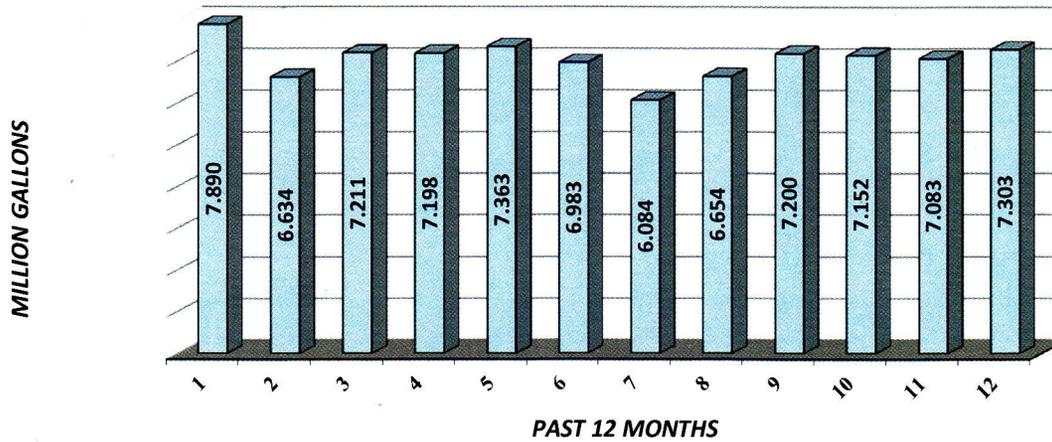
CITY OF CUMBERLAND
UTILITY DIVISION AND
CENTRAL SERVICES
MONTHLY REPORTS
March 2017

CITY OF CUMBERLAND'S WATER TREATMENT PLANT

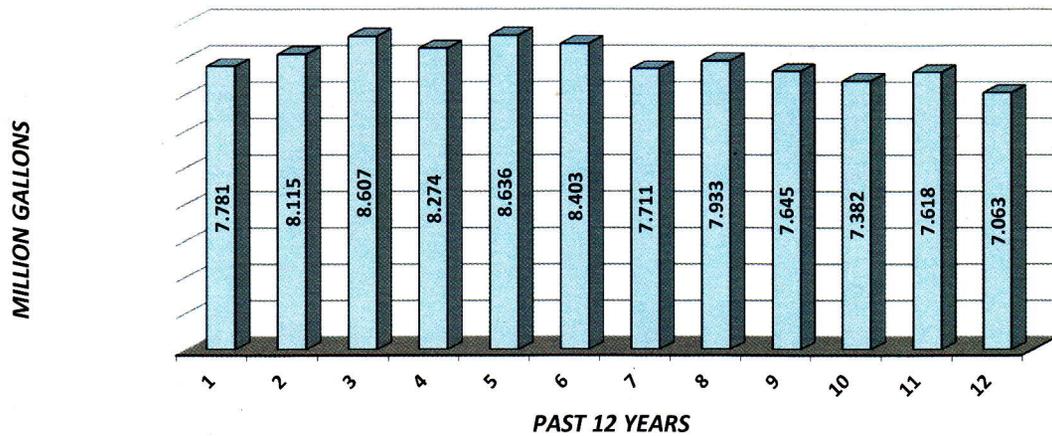
MONTHLY UTILITY REPORT

MARCH 2017

AVERAGE DAILY PRODUCTION



AVERAGE DAILY PRODUCTION



BRIEF LISTING of EVENTS

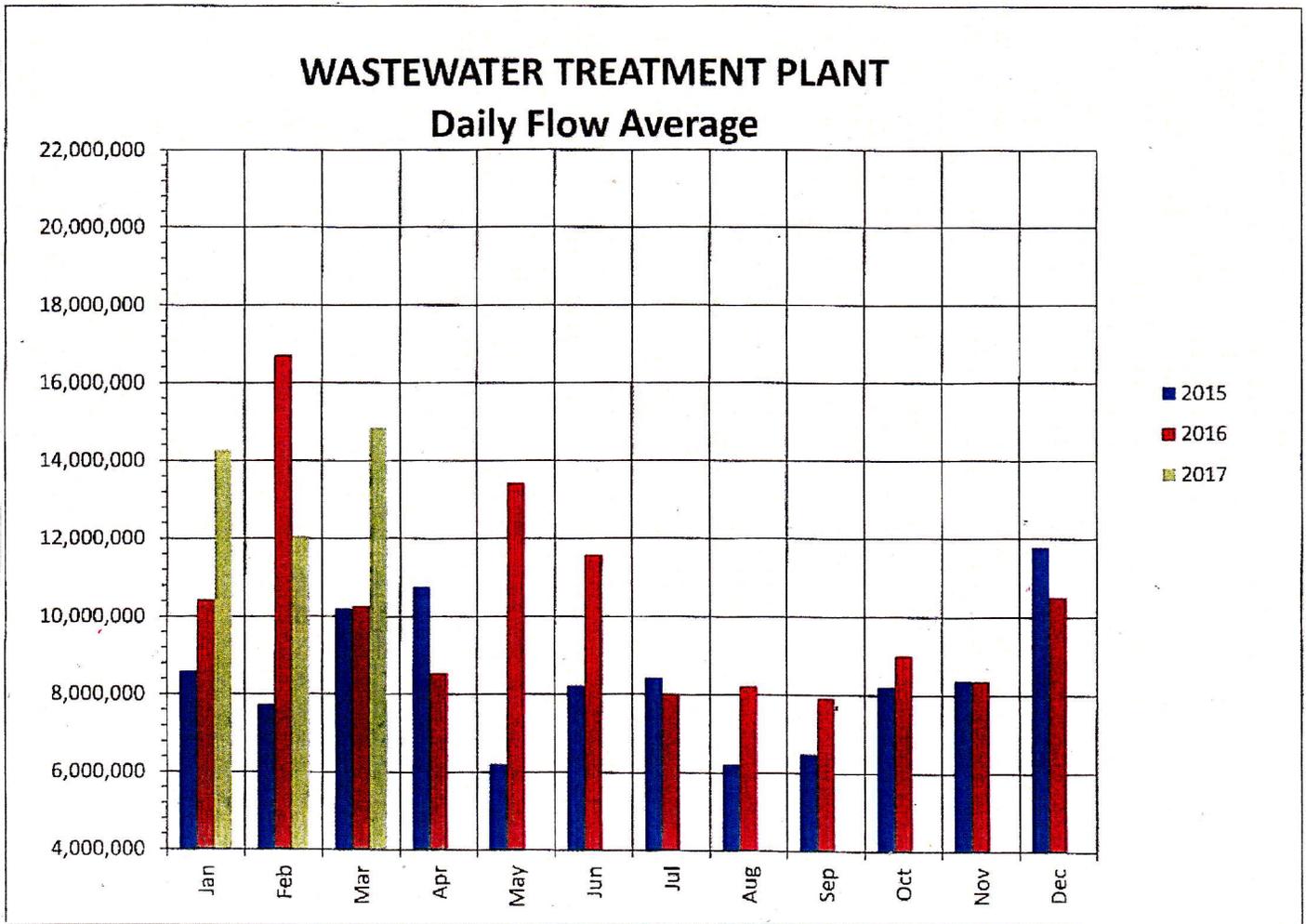
- > 100% COMPLIANCE WITH ALL FEDERAL & STATE DRINKING WATER REGULATIONS
- > OVER 100 PREVENTIVE MAINTENANCE TASKS COMPLETED/1,300 WATER ANALYSIS PERFORMED/LAKES AT 100% CAPACITY
- > TREATMENT PLANT, PUMPING STATIONS, TANKS AND RESERVOIRS OPERATED/MAINTAINED CONTINUOUSLY 365/24/7
- > NEW SODIUM HYPOCHLORITE FEED SYSTEM IS NOW 100% OPERATIONAL
- > CURRENTLY MONITORING TO CRYPTOSPORIDIUM IN SOURCE WATER FOR 24 CONSECUTIVE MONTHS AS PER LT2 RULE
- > AT STAFF MEETING WFP NOTIFIED THE WATER DEPARTMENT OF THE IMPORTANCE OF FLUSHING DISTRIBUTION SYSTEM. MARYLAND DEPARTMENT OF ENVIRONMENT RAISED MINIMUM CHLORINE LEVEL TO 0.5 ppm AND THUS IMPROVED FLUSHING WILL BE REQUIRED IN SUMMER AND/OR WARMER WATER MONTHS TO REDUCE WATER AGE NEED TO CONTROL CHLORINE LEVELS

Item # 6

Wastewater Treatment Plant – MARCH 2017

OPERATIONS:

Treated 467,944,000 gallons @ an average of 15.090 million gallons per day. Removed 202,083 pounds of total suspended solids, 179,548 pounds of BOD, 35,754 pounds of total nitrogen, and 5,000 pounds of total phosphorous. Processed 1,014,727,00 gallons of sludge producing 86.47 Dry tons of Class "A" bio-solids. All Federal and State reporting requirements were in compliance. Monthly Flow Comparison Chart is attached.



Sewer & Flood Monthly Report - March 2017

Sewer

1,582 Ft. Sewer Mains flushed

9 Catch basins cleaned

5 Catch basin repaired:

- 121 Memorial Ave., Frederick St.

- Four (4) fronts broke out and replaced with new concrete

600 Ft. sewer mains televised

432 Ft. Sewer lines televised

5 Overflows checked

- Assisted Water Department at seven (7) work

site for Hydro Excavating

- General Maintenance

Flood

Test run station pumps

Checked CSO Pump Stations and holes

Put Gate Operator back into service at Ridgeley #1

Put Gate Operator back into service at Mil Race P.S.

Checked sewage regulators

Cleaned bull pen and Washington Street

Plowed snow around pump stations

Central Services –March 2017

- **City Hall**: Installed WIFI antenna, assisted with LED light change over, replaced ballasts when needed and removed old light fixtures, removed partitions from finance dept. Checked belts and greased bearings on motors, checked all equipment to ensure all is in working order. Snow and ice removal.
- **Public Safety Building**: replaced leaking sprinkler head, fixed two leaking toilets, checked belts and greased bearings on motors, checked equipment to ensure all is in working order. Snow and ice removal.
 - Police**: replaced cameras and installed new TV monitor.
 - Fire**: repaired rollers on garage door # 5.
 - Parks/Recreation**: assisted in removing tree, worked on demolition of the filter building and pool bath house, researched and ordered parts, met with power company for tennis court lights.
- **Downtown area**: troubleshooting lights on the mall, worked on fire alarm at Georges Street garage, made a lid for hand box on the mall.
- **Flood Control** : fixed lights and drywalled ceiling in Mill Race, rewired two gate controllers at Viaduct.
- **Municipal Service Center** : worked on garage door, assisted with LED installation project, replaced ballasts when needed, removed old light fixtures, fixed entrance door at water dept.
- **Water Filtration Plant**: calibrated filter #18 flow meter.
- **Pump Stations** : troubleshooting PLC signals for Fort Hill reservoir level, communications issues between Wills Creek station and Haystack water tower, troubleshooting motor controls at Ridgedale, installed intrusion alarms on all water towers and checked for working smoke detectors at all stations.
- **Wastewater Treatment Plant**: replaced control components on degritter pumps, replaced level sensor on filter #6, assisted in rewiring Methanol pump, installed light at Evitts Creek, rewired recirculation pump controls in dewatering, troubleshooting ph level detector.
- **CSO Sites** : troubleshooting Valley St. for communication issues, communication issues at Head of Plant overflow, changed settings in Bedford Rd.

- **Traffic and Street Lights**: adjusted traffic lights at Mechanic and Harrison intersection, hung a one way sign and adjusted motion sensor at Queen City and Centre intersection, replaced LED at Henderson and Valley intersection, reported non-working street lights to power company.
- Load-tested generators.
- Safety Meeting March, 2017



Regular Council Agenda
April 18, 2017

Description

Order approving the submission of a request to the Department of Housing and Community Development for 2017 CDBG entitlement funding in the amount of \$700,000

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

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

ORDER NO. _____

DATE: April 18, 2017

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

THAT, the attached requests for Community Development Block Grant (CDBG) funding be and is hereby approved for submission to the Department of Housing and Community Development for 2017 CDBG entitlement funding in an amount totaling Seven Hundred Thousand Dollars and No Cents (\$700,000.00); and

BE IT FURTHER ORDERED, that the Mayor be and is hereby authorized to execute all documents pertaining to the application for submission.

Brian K. Grim, Mayor

Attachment: 2017 Proposed CDBG Projects

2017 Proposed CDBG Projects Name	Proposed Funding	Funding Request
Housing/Rehabilitation		
FAI ALU Rehab:518 Ridgewood Avenue	\$49,393	\$57,242
Subtotal	\$49,393	
PublicFacilities /Infrastructure Improvements		
YMCA Gilcrist Ph3 rehab	\$60,000	\$61,597
Downtown ADA Improvements/George St	\$50,000	\$55,000
FAI LEC Rehab Ph 3	\$70,000	\$81,151
Cavanaugh Field Imps Ph 2 Lighting	\$55,000	\$70,000
CB Sidewalk/ADA:Arundel and Bellevue/Mech	\$151,000	\$101,000
JFV Sidewalk Replacement	\$30,000	\$38,750
Subtotal	\$416,000	
Administration/Planning		
Administration	\$130,000	\$130,000
Fair Housing Programs	\$10,000	\$10,000
Subtotal	\$140,000	
Public Services		
Incredible Years Parenting;Family Junction	\$15,000	\$15,963
Friends Aware Inc Transportation	\$9,000	\$12,000
FCRC Domestic Violence/Sexual Asst Shelt Op	\$10,000	\$10,000
Emergency Housing Homeless Prevention HRDC	\$20,000	\$32,000
HRDC Denture Clinic	\$6,000	\$7,000
WRAP Archway Station	\$2,607	\$2,607
Long Term Prescription Assoc. Charities	\$15,000	\$15,000
Short Term Prescription Assoc Charities	\$7,000	\$10,000
Health Right Dental Access	\$10,000	\$10,000
Subtotal	\$94,607	
TOTAL	\$700,000	
PI(Projected)	\$0	
Estimated Total 2017 Allocation	\$700,000	
Community Betterment	\$181,000	

[Redacted]

[Redacted]

[Redacted]

[Redacted]



Regular Council Agenda
April 18, 2017

Description

Order authorizing execution of Lease Agreements for the use of public space for outdoor dining and entertainment purposes with City Lights, Embassy Theater Corp., and Baltimore Street Grill

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

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

ORDER NO. _____

DATE: April 18, 2017

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

THAT, the Mayor be and is hereby authorized to execute Lease Agreements allowing for the use of the public right-of-way for outdoor dining and entertainment purposes for the term retroactive to April 1, 2017 and extending through March 31, 2018 with the following businesses:

1. Shafco t/a City Lights American Grill and Bar
2. Embassy Theater Corporation
3. Baltimore Street Grill

Mayor Brian K. Grim

THIS LEASE AGREEMENT ("Lease") is made and executed this 11th day of April, 2017, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the "City") and **BALTIMORE STREET GRILL** ("Lessee").

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

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

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

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

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

1. **Demise**. The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee's restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of 20 feet and length of 29 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 April 1, 2017 and shall terminate on March 31, 2018, 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.

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: _____
Brian K. Grim, Mayor

ATTEST:

Marjorie A. Woodring
City Clerk

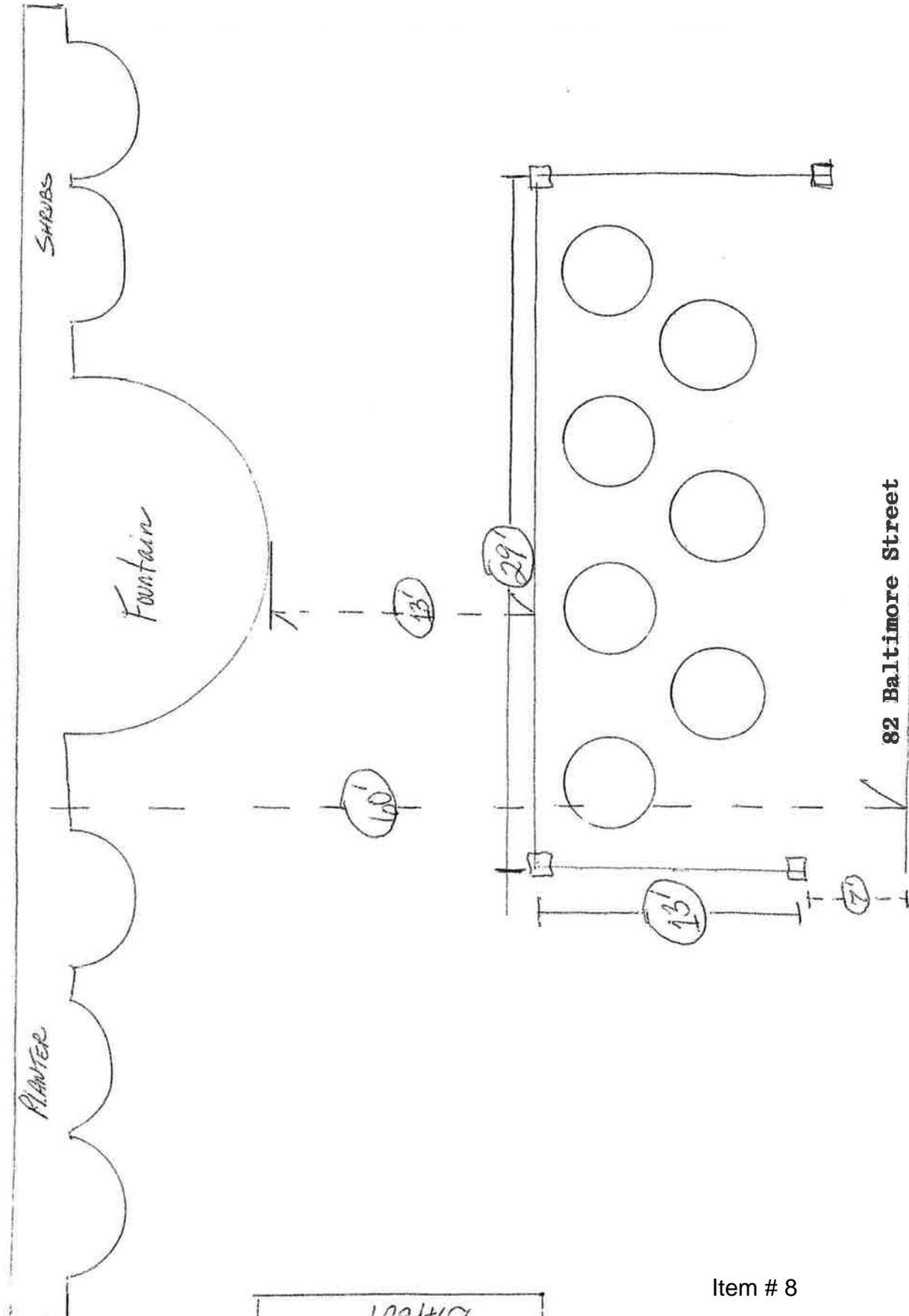
WITNESS



LESSEE

EXHIBIT I

STRUCTURE



BSG SEATING
 LAYOUT

82 Baltimore Street

THIS LEASE AGREEMENT ("Lease") is made and executed this 1st day of April, 2017, 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, 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 terms of this Lease.

2. Term. The term of this lease shall commence on April 1, 2017, and shall terminate on March 31, 2018, 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.

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: _____
Brian K. Grim, Mayor

ATTEST:

Marjorie A. Woodring
City Clerk

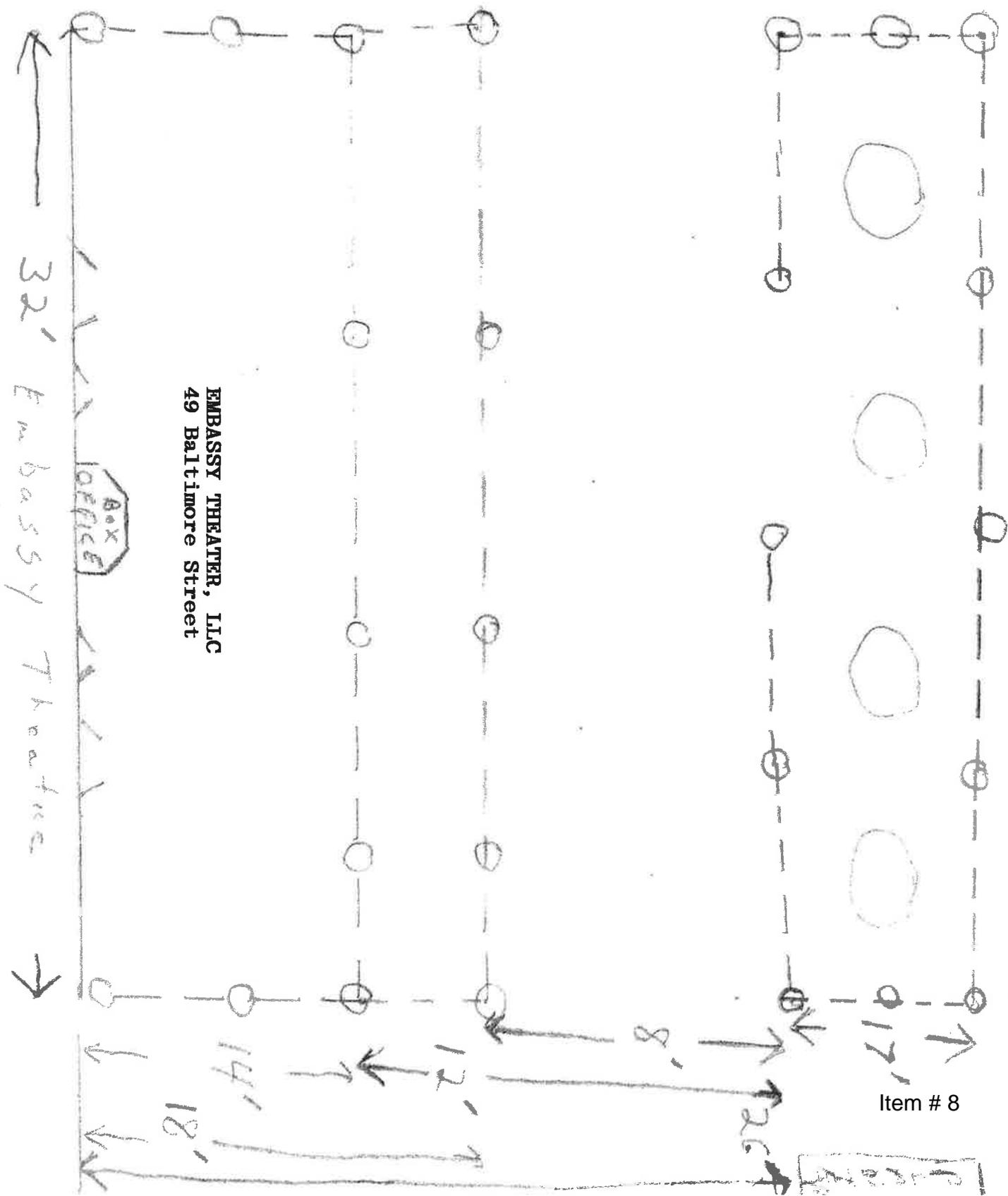
**EMBASSY THEATER
CORPORATION**

LESSEE

Christy Leake

WITNESS

EXHIBIT I



THIS LEASE AGREEMENT (“Lease”) is made and executed this _____ day of _____, 2017, 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 to a depth of 47 feet and width of 44 feet, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the “Demised Premises”) is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit I. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

2. Term. The term of this lease shall commence on April 1, 2017 and shall terminate on March 31, 2018 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.

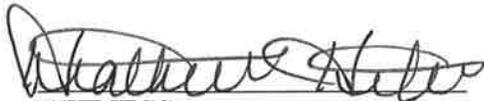
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first above written.

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

By: _____
Brian K. Grim, Mayor

ATTEST:

Marjorie A. Woodring
City Clerk


WITNESS

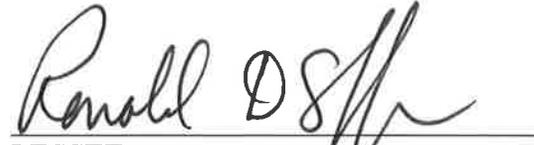
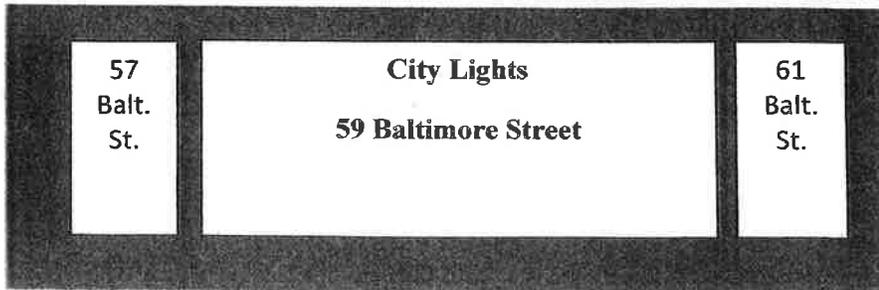
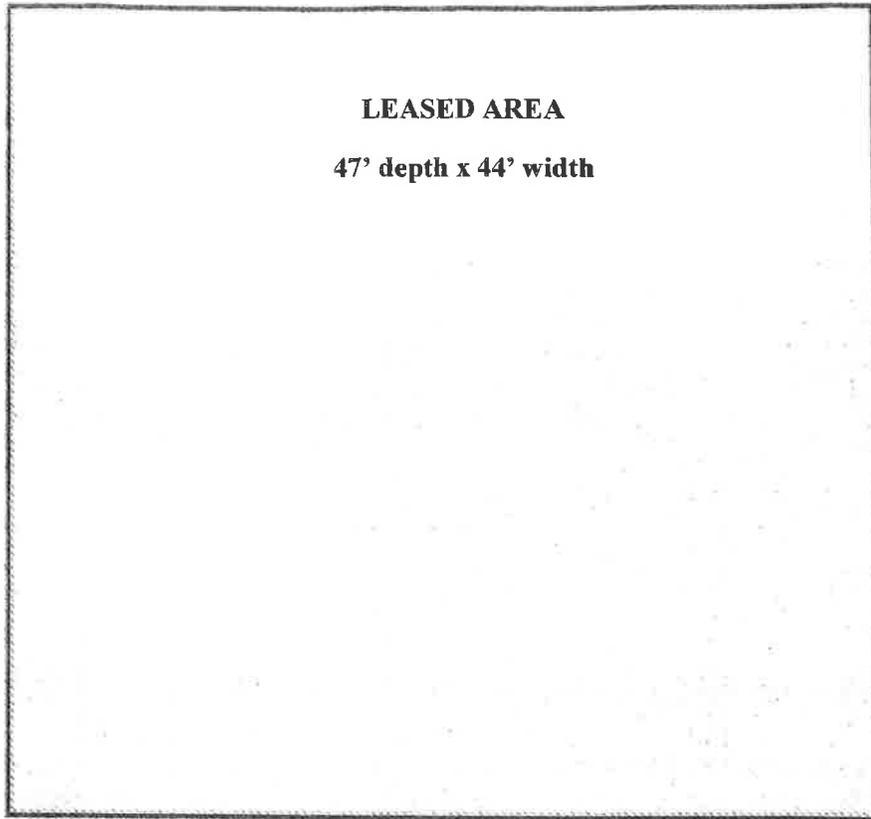

LESSEE

EXHIBIT I

Planter



Planter





Regular Council Agenda
April 18, 2017

Description

Order authorizing execution of a Lease Agreement with R&M Variety Store located at 100 Baltimore Street to allow for use of the public right-of-way for selling merchandise for the period retroactive to April 13, 2017 and extending through August 15, 2017

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

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

ORDER NO. _____

DATE: April 18, 2017

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

THAT, the Mayor be and is hereby authorized to execute a Lease Agreement by and between the Mayor and City Council of Cumberland and R&M Variety Store LLC located at 100 Baltimore Street to allow for use of the public right-of-way for selling merchandise for the period retroactive to April 13, 2017 and extending through August 15, 2017.

Mayor Brian K. Grim

THIS LEASE AGREEMENT (“Lease”) is made and executed this _____ day of _____, 2017, be and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the “City”) and **R&M VARIETY STORE LIMITED LIABILITY COMPANY** (“Lessee”).

WHEREAS, Lessee operates a business at 100 Baltimore Street, Cumberland, MD 21502;

WHEREAS, the City maintains and/or owns the public right-of-way immediately in front of and adjacent to the business on Centre Street and Baltimore Street.

WHEREAS, Lessee wishes to expand its operation to include selling merchandise on a portion of the public right-of-way immediately in front of and adjacent to its business; 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 selling merchandise.

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 business, the area of which encompasses that portion of the right-of-way directly in front of the building along Baltimore Street to a depth of 6 feet and a length of 35 feet; the planter/stage area in front of the building which measures a depth of 15 feet and a length of 30 feet; an area along the Centre Street side of the planter/stage area which measures a depth of 2 feet and a length of 21 feet; the area along the side of the planter adjacent to the building which measures a depth of 4 feet and a length of 30 feet; the area on the opposite side of the planter which measures a depth of 2 feet and a length of 30 feet; the area on the south (Allegany Pawn) side of the fire lane measuring a depth of 6 feet and a length of 65 feet; the area between both planters which measures a depth of 15 feet and a length of 52 feet, and the area along the Centre Street side of the building which measures a depth of 2 feet and a length of 70 feet. The aforesaid areas are hereinafter referred to collectively as the “Demised Premises” and are shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit 1. The Lessee shall not place goods in the fire lane or obstruct the right-of-way for pedestrians.

2. Term. The term of the lease for areas “A,” “B” and “E” shown on Exhibit 1 attached hereto shall commence on April 1, 2017 and shall terminate on August 15, 2017 unless sooner terminated as provided for hereinafter. The term of the lease for areas “C” and “D” and “E” shall commence on April 1, 2017 and shall terminate on June 15, 2017 unless sooner terminated as provided for hereinafter.

3. Use of Property. The Demised Premises shall be occupied and used by Lessee so as to provide for the retail sale of goods to Lessee’s 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. **Plant Carts/Display Tables/Sales Displays.** Lessee shall be permitted to locate and use its plant carts, display tables and sales displays (collectively, the "Displays") within the area of the Demised Premises. No other items other than Displays and the goods offered for sale and displayed thereon and therein shall be permitted in the Demised Premises unless they are first approved by the City. The Displays, goods and other approved items may only be placed within the Demised Premises during the hours of operation of Lessee's business. At all other times, said Displays, goods and other approved items must be stored in a neat and orderly manner. All empty Displays must be stored inside Lessee's place of business.

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

9. **Assignment And Subletting.** This Lease and the rights granted hereby shall not be assigned or 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.

10. **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.

11. **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.

12. 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.

13. 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 the certificate holder and 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 "Mayor and City Council of Cumberland" 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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:

Michael Knippenberg
R&M Variety Store Limited Liability Company
100 Baltimore Street
Cumberland, MD 21502

20. 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.

21. **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.

22. **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.

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

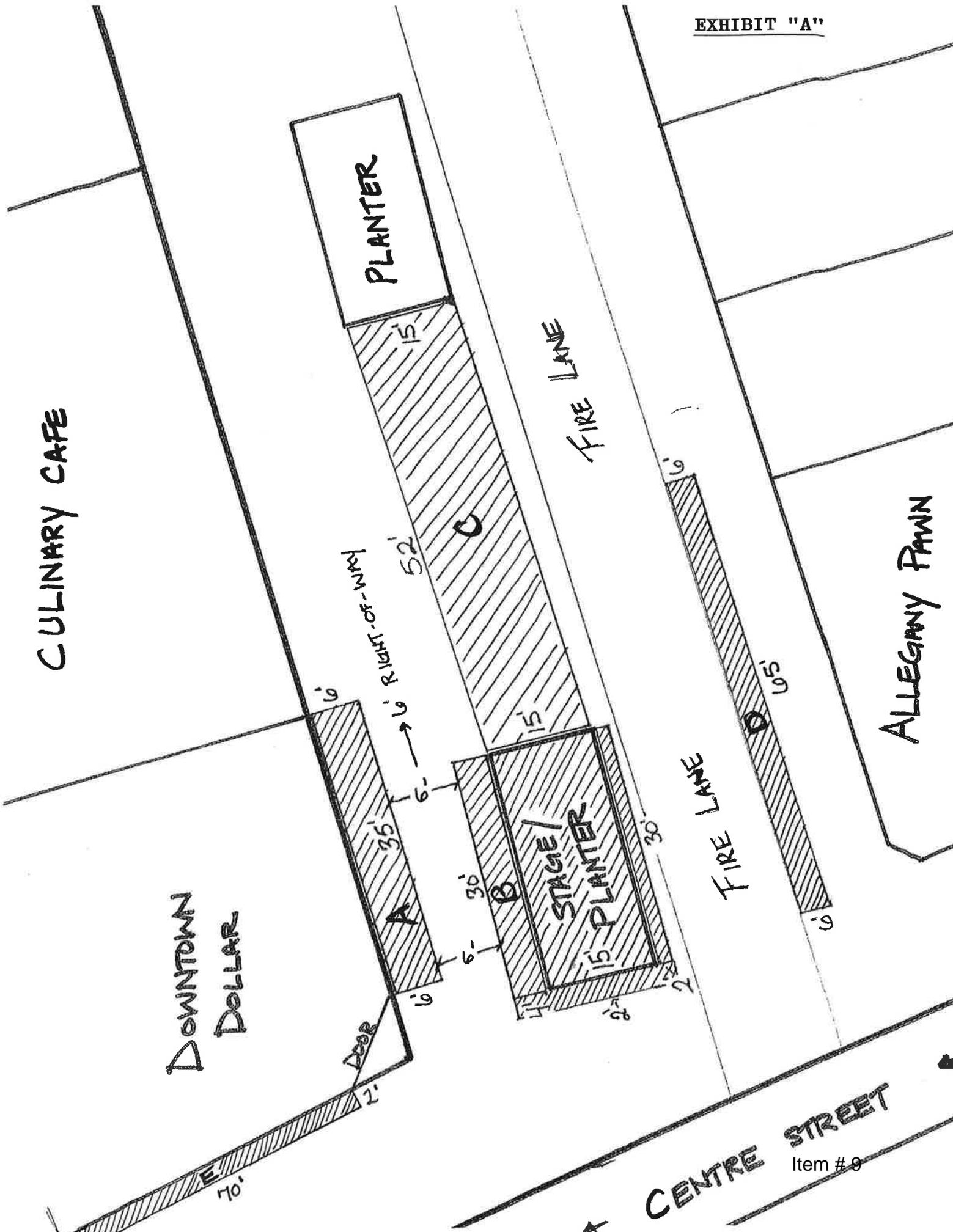
Marjorie A. Woodring,
City Clerk

By: _____
Brian K. Grim, Mayor

**R&M VARIETY STORE LIMITED
LIABILITY COMPANY**

By: _____
Michael Knippenberg, Member

EXHIBIT "A"





Regular Council Agenda
April 18, 2017

Description

Letter from Kyle P. Blake, Secretary of the Tri-Valley Region Lambda Car Club International asking permission to use the top two levels of the George Street Garage on Friday, June 23, 2017 from 7:00 - 9:00 p.m. to host a private welcome party for the club's Hot Wheels 2017 car show

Approval, Acceptance / Recommendation

The Cumberland Police Department has reviewed this request and has provided their approval of the event.

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

Tri-Valley Region, LCCI



March 30, 2017

City of Cumberland
57 North Liberty Street
Cumberland, Maryland 21502

Dear Mayor & City Council

I am writing to you as chairperson of Hot Wheels 2017, my non-profit car club's annual car show, to request permission of use of the top two levels of the George St. parking garage. Specifically, I am requesting that location as the venue of our Friday Welcome Party.

Just to give you a little information on who we are: Tri-Valley is the Northern Va, Eastern Panhandle WV, & Central/Western Md region of the Lambda Car Club International; which is the largest LGBT collector car organization in North America. National membership is at 2,200, and there are 32 active regions throughout the U.S. All vehicles of any age or condition are welcome at club events. Regionally we are the second largest region with 119 member and one of the most active regions.

We have chosen Cumberland to host our annual Invitational Car Show for the next three years. With our final year, 2019, being selected as the National Invitational. The first two years will be a three day event that includes two regional tours, a judged car show, tailight welcome party, and a awards banquet. For the regional shows we are expecting 50-60 attendees and around 40-50 vehicles. The 2019 National Invitational is expecting 200-250 attendees and around 150-200 vehicles. The lineup of host cities for the National Invitational is Las Vegas (2017), Nashville (2018), Cumberland (2019), Detroit (2020), and Atlanta (2021). Quite an accomplishment for Cumberland, Maryland to be listed among those major cities.

The event for which I am requesting use of the George St. Parking Garage is our Friday Welcome Party. Specifically this event is organized to welcome the members and to highlight the taillights and other lighting features of automobiles. It will be held Friday, June 23rd from 7pm to 10pm. It would include music, a hola-hoop performer, an ice cream sundae bar, and a cash bar. The cash bar is being provided by CASA of Allegany County, and is being used as a fundraiser for that organization. CASA is responsible for obtaining a one day event liquor license and all other responsibilities associated with

providing cash bar at the event. My national organization, LCCI, has reviewed the city's special event insurance requirements and agrees to all terms of the requirements.

I have specifically chosen the location of the George Street parking garage for its wonderful view of the city skyline at night and its location to our host hotel, the Ramada. I am requesting use of both top levels so that I could use the second from the top level as the event location in case of inclement weather. This event will be a semi-private as an invitation has been extended to the local Antique Automobile Club of America region, the Queen City Region, to join and to help welcome people to Cumberland.

I hope that you vote in the affirmative to provide my organization use of the George Street Parking Garage for the above detailed event. If any more information is required or if you have any specific questions I will gladly answer them.

I look forward to working with you on this event and the upcoming events.

Sincerely yours,



Kyle P. Blake

Secretary / 2017 Hot Wheels Invitational Chairperson
Tri-Valley Region
Lambda Car Club International