

1. April 27, 2020 Agenda/CARS

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**FIRST AMENDMENT TO HOST VENUE AGREEMENT**

THIS FIRST AMENDMENT TO HOST VENUE AGREEMENT (this “First Amendment”) is made this \_\_\_ day of \_\_\_\_\_, 2020, between WORLD TRIATHLON CORPORATION, a Florida corporation (“WTC”), DORCHESTER COUNTY DEPARTMENT OF TOURISM, a department of Dorchester County, Maryland (“DCT”), COUNTY COUNCIL OF DORCHESTER COUNTY, MARYLAND, a political subdivision of the State of Maryland (the “County”), and THE COMMISSIONERS OF CAMBRIDGE, a municipal corporation of the State of Maryland (the “City”) (collectively, the “Parties”).

**RECITALS**

WHEREAS, on September 13, 2018, the Parties entered into a Host Venue Agreement (the “Agreement”) setting forth the terms and conditions under which WTC has conducted, and will conduct, IRONMAN® and IRONMAN 70.3® Eagleman triathlons in and around Dorchester County, Maryland City annually beginning in 2019 and continuing through 2023; and

WHEREAS, pursuant to Section 1(d)(ii) of the Agreement, unless otherwise agreed upon in writing by the Parties, the IRONMAN 70.3® Eagleman triathlon for 2020 is scheduled to be held on June 14, 2020; and

WHEREAS, the Governor of the State of Maryland, the County Council of Dorchester County, and the Mayor and City Manager for the City have each declared a state of emergency as a result of the COVID-19 pandemic; and

WHEREAS, the COVID-19 public health catastrophe and public safety emergency is unlikely to abate by June 14, 2020 to the extent necessary for the IRONMAN 70.3® Eagleman triathlon to be held in a safe manner; and

WHEREAS, the Parties are desirous of rescheduling the June 14, 2020 IRONMAN 70.3® Eagleman triathlon to be held concurrently with the IRONMAN® triathlon scheduled for September 26, 2020.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the recitals hereto, which are not merely prefatory but are a substantive part of this First Amendment, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby covenant and agree to amend the Agreement as follows:

**SECTION 1.** Section 1 of the Agreement, entitled “The Events,” is hereby amended as follows:

1. **The Events.** Subject to the terms of this Agreement:
  - (a) UNCHANGED
  - (b) UNCHANGED



(c) UNCHANGED

(d) Race Dates. Subject to the terms of this Agreement and unless otherwise mutually agreed upon in writing by the Parties, the Race will be held annually on (each, a "Race Date"):

- (i) June 9, 2019
- (ii) ~~June 14, 2020~~ **September 26, 2020**
- (iii) June 13, 2021
- (iv) June 12, 2022
- (v) June 11, 2023

(e) UNCHANGED

(f) UNCHANGED

(g) UNCHANGED

**SECTION 2.** All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this First Amendment to be executed and sealed, on the day and year first above written.

**WTC:**

**WORLD TRIATHLON CORPORATION**

By: \_\_\_\_\_ (SEAL)  
Name: Andrew Messick  
Title: President and CEO

ATTEST:

\_\_\_\_\_  
Patrick C. Comiskey, City Manager

**HOST:**

**DORCHESTER COUNTY  
DEPARTMENT OF TOURISM**

By: \_\_\_\_\_ (SEAL)  
Name: Keith Adkins  
Title: County Manager

**CITY:**

**THE COMMISSIONERS  
OF CAMBRIDGE**

By: \_\_\_\_\_ (SEAL)  
Name: Victoria Jackson-Stanley  
Title: Mayor

Approved as to form for the City:

\_\_\_\_\_  
Charles D. MacLeod, Esq. City Attorney



## Council Agenda Report

**Date:** April 27, 2020  
**Submitted by:** Adam Pritchett, City Fire Chief  
**Prepared by:** Adam Pritchett, City Fire Chief

**Subject:** Request for Additional Funds to Purchase Personnel Supplies to protect workers from catching the Corona Virus

**RECOMMENDATION:** The city commission increase the city budget by \$25,000 for the purchase of supplies for firefighters and police officers for personnel safety gear for defense of personnel against catching the virus. The city will increase the allocation of city carry-over funds by \$25,000.

**DISCUSSION:** The fire company is planning to purchase 50 coveralls at \$180.00 each which would be approximately \$9000 and 100 face masks at \$4.75 each for a total of \$475.00. It is likely other supply items will be needed for the fire company and the police officers. The city will seek reimbursement for these purchases from the federal government through the Emergency Management Director and the Chief Health Officer of Dorchester County.

**Fiscal Impact:** \$25,000 with the possibility of the city being reimbursed from the federal government.

**Approved by:** Patrick Comiskey, City Manager





EXECUTIVE DEPARTMENT

*City of Cambridge*  
P.O. Box 255  
Cambridge, Maryland 21613

TELEPHONE (410) 228-4020  
MD RELAY (V/TTY) 711 OR 1-800-735-2256

April 23, 2020

RE: Community Giving, COVID-19 Care Packages

Dear Neighbor:

The Mayor and City Commissioners of Cambridge along with the County Health Department, Dorchester County Officials, emergency management, and area non-profits and civic groups are organizing an effort to provide over 1,000 care packages to Dorchester County households who currently receive assistance from area food banks. The hope is that each care package will have face coverings, hygiene items, and cleaning supplies.

The Care and Share Fund has contributed \$1,000 and almost \$2,000 to date has been donated toward the cause. Also, local citizens have already crafted over 140 face coverings that will be distributed.

Citizens in the community who wish to participate may make a check out to "City of Cambridge" and insert COVID-19 Care Packages in the description line. The check may be mailed to City Hall, PO Box 214, Cambridge, MD 21613 or dropped into the water bill drop box at the MUC/City Hall building at 410 Academy Street (across from the Don Chuy Mexican Restaurant). Cash donations are also accepted. A note should accompany any cash gifts.

The care package committee will make as many care packages as funds support. Please send in or drop off your donation as soon as possible so the packages can go out in May. The committee will determine the number of care packages for distribution from contributions received by Friday, May 1<sup>st</sup>. Any contributions received after the care packages are distributed will be provided to local food banks. If you have any questions, feel free to contact City Hall at 410-228-4020.

Thank you for your time and consideration.

Respectfully,

Commissioner La'Shon Foster, Committee Chair





## Council Agenda Report

**Date:** April 27, 2020  
**Submitted by:** Mark Lewis, City Police Chief  
**Prepared by:** Mark Lewis, City Police Chief

**Subject:** Request to deposit Pepsi Machine money into the CPD Event Account

**RECOMMENDATION:** The city commission increase the city budget by \$85 to deposit vending machine money into a miscellaneous revenue account and increase the CPD account by the same amount.

**DISCUSSION:** The police department has a Pepsi machine in the break room. The funds from the machine are periodically withdrawn and the city is provided a portion of the sales revenue.

**Fiscal Impact:** None

**Approved by:** Patrick Comiskey, City Manager



## Council Agenda Report

**Date:** April 27, 2020  
**Submitted by:** Pat Escher, A.I.C.P., Division Manager, City Planner

**SUBJECT:** Grant MD-18-CD-31 - Purchase of Properties in the Pine Street Neighborhood Revitalization Area

### Recommendation that Council:

Approve the purchase price of 18 properties in the City owned by Dorchester County, with the funds expended, including attorney's fees, being reimbursed to the city through CDBG No. MD 18-CD-31, and authorizing the City Attorney and City staff to negotiate the purchase of 414 Pine Street, subject to final approval by Council.

### Discussion

The City and County have been working in a collaborative effort to facilitate the revitalization of the Pine Street Neighborhood. With the last hurdle being completed by the City's approving the MOA with Maryland Historical Trust and the Department of Housing and Community Development; the City can advance to the next step which is to procure these approved properties and begin demolition and new construction.

This is the revised list from the MOA agreement that was approved by Council on April 13<sup>th</sup> with the property's current ownership status. The highlighted properties are the ones that are being recommended for City purchase from the County, except for one which is a privately-owned property. The City will purchase the properties and then be reimbursed from the CDBG Grant.

#### A. Properties to be demolished:

- 1) **403 Pine St.**
- 2) **412 Pine St.**
- 3) **414 Pine St.**                      **Privately owned, price to be negotiated.**
- 4) **810 Pine St.**
- 5) **517 High St.**
- ~~625 High St.~~                      This property was not presented to County Council.
- 6) **600 Douglas St.**
- 7) **602 Douglas St.**
- 8) **522 High St.**
- 9) **811 Park Lane**
- 10) **813 Park Lane**
- 11) **522 Pine Street**                      522 address is a typo, should be 521

#### B. Vacant lots to be acquired:

- 12-13) **823 and 825 Park Lane**



14-15) **604 and 606 Douglas St.**

16) **610 Douglas St.**

17-18) **726 and 728 High St.**

- ~~607 Bethel St.~~ This property was not presented to County Council.
- ~~618 Schoolhouse Lane~~ This property was not presented to County Council.
- ~~443 High St.~~ This property is already owned by Habitat for Humanity
- ~~734 High St.~~ This property is already owned by Habitat for Humanity
- ~~615 High St.~~ This property is already owned by Habitat for Humanity
- ~~617 High St.~~ This property is already owned by Habitat for Humanity
- ~~619 High St.~~ This property is already owned by Habitat for Humanity

In addition to the 18 properties, there is one property not included in the MOA as it is not a historically contributing structure and therefore does not required MHT approval.

700 Phillips Street

Total Properties Recommended for Purchase - 19

The total cost for the purchase of these properties will \$56,701.00, with the understanding that the 414 Pine Street property price will still need to be negotiated and will come back to Council for approval.

**Dorchester County Tax Lien properties Offer to City for Pine Street Neighborhood Revitalization Plan**

MHT	Foreclosure	County & State							CDBG Acc.	Tax Sale
Submittal	Number	Street	costs	Taxes & Interest	Sale	City	Certificate	Total costs	Costs	Year
				at tax sale date	Fee	Taxes & Fines	Amount			
07-122918	1	600 Douglas	\$2,947	\$1,903	\$27	\$3,907	\$5,837	\$8,784	\$4,877	2018
07-162480	1	602 Douglas	\$2,515	\$472	\$27	\$269	\$767	\$3,282	\$3,014	2019
07-164114	2	604 Douglas	\$2,441	\$13	\$27	\$8	\$48	\$2,489	\$2,481	2018
07-149557	2	606 Douglas	\$2,441	\$12	\$27	\$7	\$46	\$2,487	\$2,480	2018
07-158955	2	610 Douglas	\$2,441	\$34	\$27	\$8	\$69	\$2,510	\$2,502	2018
07-166753	1	517 high	\$4,399	\$782	\$27	\$7,136	\$7,945	\$12,344	\$5,208	2017
07-147023	1	522 High	\$3,585	\$1,597	\$27	\$15,058	\$16,682	\$20,267	\$5,209	2017
07-163290	2	726-728 High	\$2,457	\$23	\$27	\$15	\$65	\$2,522	\$2,507	2018
07-104936	approved	700 Phillips	\$2,341	\$1,157	\$27	\$630	\$1,813	\$4,154	\$3,525	2016
07-146175	1	403 Pine	\$2,591	\$649	\$27	\$388	\$1,064	\$3,655	\$3,267	2017
07-157851	1	412 Pine	\$2,406	\$2,064	\$27	\$19,268	\$21,360	\$23,766	\$4,497	2017
07-123655	2	521 Pine	\$2,633	\$2,958	\$27	\$15,191	\$18,176	\$20,809	\$5,618	2018
07-151934	2	810 Pine	\$2,465	\$1,108	\$27	\$9,485	\$10,621	\$13,086	\$3,600	2018
07-125089	2	813 Park	\$2,426	\$125	\$27	\$79	\$231	\$2,657	\$2,578	2018
07-127855	2	823-825 Park	\$2,441	\$33	\$27	\$20	\$80	\$2,521	\$2,501	2018
07-130988	2	811 Park	\$2,426	\$385	\$27	\$241	\$653	\$3,079	\$2,838	2018
<b>16 Total</b>			<b>\$42,955</b>	<b>\$13,314</b>	<b>\$432</b>	<b>\$71,710</b>	<b>\$85,456</b>	<b>\$128,411</b>	<b>\$56,701</b>	
<b>Donations</b>										
07-167652	n/a	632 High	\$3,601	\$2,685		\$3,980	\$6,665	\$10,266		2018 County will demolish
<b>1</b>										
<b>Total</b>			<b>\$46,556</b>	<b>\$15,999</b>	<b>\$432</b>			<b>\$138,677</b>	<b>\$56,701</b>	
<b>17 Total Properties</b>				<b>Total County Costs</b>	<b>\$62,987</b>			<b>Total to be paid to County</b>	<b>\$56,701</b>	

**Fiscal impact: NA**

**Approved by: Patrick Comiskey**



**TRANSFER AGREEMENT**  
(Cambridge Port Property)

THIS TRANSFER AGREEMENT (the “Agreement”), made effective as of the last date that this Agreement is signed and dated by a party hereto (the “Effective Date”), by and between **THE COMMISSIONERS OF CAMBRIDGE**, a body politic and political subdivision of the State of Maryland (the “Seller” or “City”) and **CAMBRIDGE WATERFRONT DEVELOPMENT, INC.**, a Maryland non-stock economic development corporation (the “Buyer” or “CWDI”) and/or assigns. Seller and Buyer (collectively the “Parties”) hereby covenant and agree as follows:

**WITNESSETH**

WHEREAS, by virtue of a Quitclaim Deed dated August 15, 2014, and recorded among the Land Records of Dorchester County, Maryland at Liber A.J.C. No. 1221, folio 309, the City is the fee simple owner of all that parcel of land situate, lying, and being in the City of Cambridge, Dorchester County, Maryland, Tax Map 301, Parcel 5150, consisting of 11.826 acres of land, more or less, which property is further shown on the plat entitled “ALTA/ACSM Land Title Survey Cambridge Maryland Port Administration - Dorchester County, Maryland” dated June 20, 2013 (the “Port Property”); and

WHEREAS, CWDI was formed in July 2018 by the filing of Articles of Incorporation in furtherance of that certain Memorandum of Understanding dated April 4, 2018 (the “MOU”), as amended, by and between the City and Dorchester County, Maryland for purposes of collaboration and cooperation in the comprehensive planning and redevelopment of certain properties along and adjacent to the Cambridge waterfront extending from the Choptank River Bridge Fishing Pier/Gateway to Cambridge Creek (the “CWDI Planning Envelope”) for the betterment of Cambridge, Dorchester County, and the region; and

WHEREAS, the Board of Directors of CWDI is charged with planning, promoting, and facilitating the redevelopment and mixed utilization of those certain properties within and some adjacent to the CWDI Planning Envelope, comprising roughly 40 acres, all such parcels of land situate, lying and being in Cambridge as shown on Exhibit A hereto, including the Port Property (Parcel 5150); and

WHEREAS, the Port Property is an integral parcel within the CWDI Planning Envelope so in November 2019 the City and CWDI entered into a Letter of Intent setting forth the intention of CWDI to accept the transfer of the Port Property from the City in furtherance of CWDI’s mission and subject to the approval of the State of Maryland (the “State”) pursuant the terms and conditions of the State’s prior transfer of the Port Property to the City in 2014; and

WHEREAS, in accord with the spirit of said Letter of Intent and the MOU, the parties did undertake due diligence and did negotiate the basic terms of a definitive agreement regarding the subject real property, which terms are embodied in this Agreement.



NOW, THEREFORE, for and in consideration of the mutual covenants herein set forth and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Seller and Buyer do hereby agree as follows:

1. **AGREEMENT OF SALE AND PURCHASE:** Subject to the terms and conditions set forth in this Agreement, Seller hereby agrees to sell and Buyer hereby agrees to purchase from Seller the real property and improvements and rights as more particularly described in Section 2 hereof (the "Property").

2. **PROPERTY DESCRIPTION:** The Property includes and is described as follows:

(a) All that lot or parcel of land owned by the City situate, lying, and being in the City of Cambridge, Dorchester County, Maryland, Tax Map 301, Parcel 5150, consisting of 11.826 acres of land, more or less, by virtue of a Quitclaim Deed dated August 15, 2014, and recorded among the Land Records of Dorchester County, Maryland at Liber A.J.C. No. 1221, folio 309 which property is further shown on the plat entitled "ALTA/ACSM Land Title Survey Cambridge Maryland Port Administration Dorchester County, Maryland" dated June 20, 2013, including:

(b) Approximately 7.3 acres of the Property being subject to a Lease Agreement between the City and Sailwinds West, Inc. (the "Governor's Hall Lease").

(c) Approximately 2.6 acres of the Property being subject to a Lease Agreement between the City and Yacht Maintenance Company, Inc./Cambridge Shipyard Facility, Inc. (the "Shipyard Lease").

(d) Approximately 0.431 acres of the Property that was substantially improved by the City in 2015-2016 with upgrades to the deep-water wharf and adjacent promenade (the "Deep Wharf and Promenade") and is maintained by the City.

(e) The portion of the Property to be transferred to CWDI is:

(i) **exclusive** of the Deep Wharf and Promenade portion (0.431 acres);

(ii) subject to the Governor's Hall Lease and the Shipyard Lease, and

(iii) comprised of approximately 11.395 acres and shown as Parcel 5150 on Exhibit A hereto.

(f) The Property includes:

(i) all and singular the rights, alleys, ways, tenements, hereditaments, easements, appurtenances, passages, waters, advantages and privileges now or hereafter appertaining to the Property or any part thereof;

(ii) all improvements, structures, and buildings including, fixtures and equipment, if any, located on the Property except as expressly provided herein;

(iii) such other rights, interests, and properties as may be specified in this Agreement to be sold, transferred, assigned, or conveyed by Seller to Buyer; and

(iv) is subject, however, to certain State Mandates and Covenants (as hereinafter defined in Section 6).

3. **PURCHASE PRICE:** The purchase price (the "Purchase Price") to be paid by Buyer to Seller for the Property is FIVE AND 00/100 DOLLARS (\$5.00). At the Closing, Buyer shall pay the Purchase Price by cash, certified funds, or electronic funds transfer.

**Cognizant of the terms and conditions of the State Transfer Agreement and Covenants defined in Section 6 herein, the Parties intend to cooperate in obtaining the State's waiver of the Provisions for Determining Fair Market Value of the Property as specified in Exhibit B of the State Transfer Agreement.**

4. **DEPOSIT:** No deposit is required.

5. **PAYMENT OF THE PURCHASE PRICE:** The Purchase Price shall be paid by Buyer to Seller at the Closing as follows:

(a) Payment by Escrow Agent of the Deposit as Buyer may direct.

(b) A cashier's or title company check or wire transfer to Seller in an amount equal to the balance of the Purchase Price net of the adjustments as are provided for herein.

6. **STATE MANDATES AND COVENANTS:** Pursuant to the terms and conditions of the 2014 transfer of the Port Property from the State to the City:

(a) Any deed or other instrument pursuant to which fee simple ownership of the Property, or any portion thereof, is transferred from the City to CWDI, and any subsequent development or use thereof, shall be expressly subject to the terms and conditions set forth in the following:

(i) the Transfer Agreement approved by the Board of Public Works for the State on April 30, 2014 between the City and State, acting through the Maryland Department of Transportation, acting on its own behalf and on behalf of its modal administration, the Maryland Port Administration, and all exhibits thereto (the "State Transfer Agreement") which are incorporated by reference; and

(ii) the Declaration of Covenants and Restrictions dated April 15, 2014 and recorded among the Land Records for Dorchester County, Maryland in Liber A.J.C. No. 1221, Folio 299 (the "Covenants") which are incorporated by reference.

(b) CWDI agrees to assume the risk and responsibility that the terms and conditions of any subsequent development, use or transfer of the Property, in whole or in part, complies with the terms and conditions of the State Transfer Agreement and Covenants.

(c) The Property transfer contemplated hereunder is subject to review and approval by the State in accordance with the State Transfer Agreement and Covenants.

7. DUE DILIGENCE PERIOD:

(a) Seller hereby agrees that Buyer shall have a period of sixty (60) days from the Effective Date in which to undertake such studies and investigations of the Property as Buyer deems necessary or appropriate in its sole discretion and to obtain State approval of the Property transfer as agreed by the Parties (the "Due Diligence Period"). Seller hereby grants to Buyer and its affiliates, employees and agent's reasonable access to the Property during the Due Diligence Period to conduct such studies, tests and evaluations as Buyer may elect, provided, however, that such access shall not unreasonably interfere with the business activities of Seller's tenants. In the event Buyer determines that the Property is not suitable for any reason in Buyer's sole discretion or Buyer does not wish to proceed with the transaction described herein, Buyer shall have the right and option to terminate this Agreement upon written notice delivered to Seller prior to the expiration of the Due Diligence Period, in which case neither party shall have any further liability to the other.

(b) The Buyer agrees that all such tests and inspections conducted by Buyer and its agents shall be conducted at the expense of the Buyer. The Buyer agrees to indemnify and hold Seller harmless from and against any claim, suit, or damage arising out of the Buyer's or the Buyer's agents' entry, tests and inspections on or about the Property.

(c) Buyer may shorten or terminate the Due Diligence Period at any time in its sole discretion in order to accelerate the Closing Date as described in Section 14 hereof.

(d) Promptly after the Effective Date, the Seller shall deliver to the Buyer, at no cost to the Buyer, any of the following if in the possession of Seller: all plans and specifications, surveys, appraisals, agreements, including lease agreements, occupancy permits, licenses, zoning authorizations, environmental reports and other similar documents for the Property.

8. COVENANTS OF SELLER: Seller hereby covenants and agrees as follows:

(a) Leases and Rents. Except as otherwise provided in this Agreement, from the Effective Date until the Closing Date, Seller shall not enter into any new leases of the Property, enter into any agreements applicable to the Property with any governmental authorities or grant any easements affecting the Property or impose any restrictions on the Property or otherwise encumber the Property, without the prior written consent of the Buyer.

(b) Notices. The Seller shall promptly give the Buyer copies of any written notices which the Seller receives relating to the Property.

(c) Insurance. The Seller shall continue the insurance policies on the Property in force during the term of this Agreement. Buyer shall have the right, at the Buyer's option and expense, to obtain such insurance, or additional insurance, as shall be satisfactory to the Buyer.

(d) Condition of the Property. The Property is being transferred in “AS IS” condition without any warranties or representations except those specified herein. The Seller shall continue to maintain the Property in the same manner as prior to the Effective Date so as to ensure that the Property remains essentially in its present physical condition, normal wear and tear and damage by fire and other casualty excepted, between the Effective Date and the Closing Date.

(e) Assistance to Buyer in Seeking Governmental Approvals. To the extent that Buyer as part of its analysis during the Due Diligence Period wishes to seek any governmental approvals relating to planning and zoning requirements including site plan approval, critical area matters, building permit matters, and similar approvals affecting Buyer’s intended use of the Property, Seller agrees to cooperate with Buyer in seeking such approvals and agrees to sign such authorizations as may be required to enable Buyer to seek such governmental reviews and approvals so long as any such approvals are not effective until after Closing. Likewise, the Parties shall cooperate in obtaining the approval of the State as specified in Section 6.

9. REPRESENTATIONS AND WARRANTIES OF SELLER: Seller represents and warrants to Buyer as of the date hereof and as of the Closing Date as follows:

(a) Good Standing. Seller is a body politic and municipal corporation under the laws of the State of Maryland.

(b) Authority. Seller has full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby and Seller has taken all action necessary to authorize the execution, delivery and performance of this Agreement, the completion of the transactions contemplated hereby and the execution and delivery of any and all instruments necessary or appropriate in order to effectuate fully the terms and conditions of this Agreement.

(c) Binding Agreement. This Agreement has been duly and properly executed by Seller, constitutes the valid and legally binding obligation of Seller, and is fully enforceable against Seller in accordance with its terms.

(d) No Conflicting Agreements. There is (i) no provision of any existing mortgage, indenture, contract or agreement binding on Seller or affecting its property, other than the State Transfer Agreement, and (ii) no order of court binding on Seller or affecting any of its property, which would conflict with, be breached by or in any way prevent the execution, delivery, or performance of the terms of this Agreement. No default or breach exists under any right-of-way, easement, covenant, restriction, condition, license, or other encumbrance affecting the Property, either as the servient or dominant estate.

(e) Leases or License Agreements. As specified in Section 2, the Property to be transferred is subject to the Governor’s Hall Lease and the Shipyard Lease.

(f) No Condemnation Pending. Seller has received no notice of any pending condemnation or similar proceeding affecting the Property, or any portion thereof, nor has Seller knowledge that any such action is threatened or contemplated.

(g) Pending Litigation. To the best of Seller's knowledge, there are no legal actions, suits, or other legal or administrative proceedings, including condemnation cases, pending or threatened against the Property.

(h) Utilities. All utility services necessary for the use of the improvements constructed on the Property for their current purposes are presently connected to the Property.

(i) Hazardous Materials. To Seller's knowledge, except for cleaning and maintenance supplies commonly used in connection with the operation of properties such as the Property, there has been no release, manufacture, storage, or disposal of any substance or material at the Property, the generation, storage or disposal of which is regulated under the Comprehensive Response, Compensation and Liability Act, 42 USC Section 9601 et seq., or any comparable law, regulation or order of any governmental body, and no previous owner has stored, generated or disposed of any such material at the Property. Seller has not received any complaint order, citation, or notice from any person, government, or entity which regard to environmental matters affecting the Property. To Seller's knowledge, no underground storage tanks of any kind or any nature are currently located within the boundaries of the Property.

(j) Boundary Lines. To the best of the Seller's knowledge, the improvements constructed on the Property are completely within the boundary lines of the Property and do not violate any setback requirements and no structures or improvements of any kind encroach on the Property.

(k) Mechanics' Liens. No work has been done or will be done, and no materials have been or will be supplied, to the Property by or for the benefit of the Seller that will enable or permit the filing of a mechanic's lien or any other lien against the Property.

(l) Survival. The representations and warranties made by Seller contained in this Agreement shall survive the Closing (as hereinafter defined) and shall not merge with the deed conveying the Property to Buyer, and acceptance of possession of the Property by Buyer at closing shall not be deemed a waiver of Seller's obligation to deliver the Property in the condition set forth herein.

10. REPRESENTATIONS AND WARRANTIES OF BUYER: Buyer represents and warrants to Seller as of the date hereof and as of the Closing Date as follows:

(a) Good Standing. Buyer (or, at Closing, its permitted assigns) is duly organized, validly existing, and in good standing under the laws of the state in which it was organized and the states in which it is authorized to do business.

(b) Authority. Buyer has full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby and Buyer has taken all action necessary to authorize the execution, delivery and performance of this Agreement, the completion of the transactions contemplated hereby and the execution and delivery of any and all instruments necessary or appropriate in order to effectuate fully the terms and conditions of this Agreement.

(c) **Binding Agreements.** This Agreement has been duly and properly executed by Buyer, constitutes the valid and legally binding obligation of Buyer, and is fully enforceable against Buyer in accordance with its terms.

(d) **Survival.** The representations and warranties made by Buyer contained in this Agreement shall survive the Closing and shall not merge with the Deed conveying the Property to Buyer.

11. **CONDITIONS PRECEDENT TO CLOSING:** The Parties' obligations hereunder to complete Closing shall be conditioned upon the satisfaction (or each party's written waiver thereof) of each of the following conditions precedent:

(a) **Title.** Title to the Property shall be conveyed to Buyer at Closing free of liens, encumbrances, judgments, leases, covenants, conditions, restrictions and rights-of-way except the Permitted Encumbrances (as herein defined); and title is to be merchantable and good of record and insurable at standard rates by a recognized title insurance company licensed to do business in the State of Maryland. For purposes of this Agreement, Permitted Encumbrances shall mean the following (collectively, the "Permitted Encumbrances"):

(i) any and all instruments and matters of record on the date hereof to which Buyer has not objected, other than any mortgage, deed of trust or judgment lien, lien for unpaid taxes due as of the date of Closing, or other lien upon such title, each of which the Seller shall cause to be released at or before Closing;

(ii) the State Mandates and Covenants per Section 6;

(iii) easement(s) for the benefit of the City in connection with the Deep Wharf and Promenade portion to be subdivided and retained by the City; and

(iv) the Governor's Hall Lease and the Shipyard Lease.

If Seller shall be unable to give title or to make conveyance as herein provided, then Seller shall utilize its best efforts and take such steps and actions, at Seller's expense, to remove any title defect and the time for the consummation of the transactions contemplated by this Agreement shall be extended thirty (30) days. If Seller is unable to remove such title defect within the above described thirty (30) day period, then, at the option of Buyer, this Agreement shall become null and void and the Deposit, shall be promptly refunded to Buyer and neither party shall have any further liability to the other hereunder. Buyer may, nevertheless, accept such title as Seller may be able to convey and transfer without a reduction in the Purchase Price.

(b) **Satisfactory Completion of Due Diligence Period.** Buyer did not give notice to Seller of its election to terminate this Agreement prior to the expiration of the Due Diligence Period.

(c) **State Approval.** Parties' have written notification of State approval as specified in Section 6.

(d) Subdivision and Easement. Approved subdivision of the Property saving the Deep Wharf and Promenade portion comprised of approximately 0.431 acres of the Property that was substantially improved by the City in 2015/2016 with upgrades to the deep-water wharf and adjacent promenade and is maintained by the City.

(e) Correctness of Representations and Warranties. The representations and warranties of the Parties set forth herein shall be true on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date. The Parties, by consummating the transaction contemplated hereby, shall be deemed conclusively to have certified at the Closing that all such representations and warranties were materially true on and as of the Closing Date.

(f) Condition of Property. The Property shall be in substantially the same condition on the Closing Date as existed on the Effective Date, normal wear and tear excepted.

(g) Time Period to Satisfy Conditions Precedent. If the conditions precedent set forth in this Section 11 have not been satisfied by the times specified herein, and no extension(s) has been agreed to by the Parties, this Agreement shall become null and void and there shall be no further liability by either of the Parties to the other hereunder.

12. CONDEMNATION: If after the date of this Agreement and prior to the Closing all or a part of the Property is taken by eminent domain or condemnation (or sale in lieu thereof), Buyer may by written notice to Seller elect to cancel this Agreement prior to the Closing whereupon Seller and Buyer shall have no further liability to the other hereunder. If no such election is made, this Agreement shall remain in full force and effect and the transactions contemplated herein, less any interest taken by eminent domain or condemnation, shall be consummated as herein provided, without reduction of the Purchase Price, but all condemnation awards or payments shall be paid or assigned to the Buyer at Closing.

13. RISK: The Property shall be held at the sole risk of Seller until legal title has passed to Buyer and Seller assumes all loss or damage to the Property until the Closing.

14. CLOSING: The consummation of the transaction contemplated by this Agreement (“Closing”) shall take place on or before the date that is fourteen (14) days from the expiration of the Due Diligence Period (“Closing Date”) at a location mutually agreed to by the Parties, with MacLeod Law Group, LLC designated as the Closing agent (the “Closing/Escrow Agent”). The Closing/Escrow Agent is authorized to receive, deposit, and distribute funds for the Parties; prepare and obtain execution of escrow instructions, closing documents, and instruments evidencing the terms and conditions of this transaction as are required for the Closing; and conduct the Closing and provide for recording of the documents.

15. **TAXES AND CLOSING COSTS:** Taxes and all other charges on an annual basis will be adjusted as of the Closing. SECTION 14-104 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND PROVIDES THAT, UNLESS OTHERWISE NEGOTIATED IN THE CONTRACT OR PROVIDED BY LOCAL LAW, THE COST OF ANY RECORDATION TAX OR ANY STATE OR LOCAL TRANSFER TAX SHALL BE SHARED EQUALLY BETWEEN BUYER AND SELLER. Pursuant to negotiations, all transfer taxes and documentary stamps, to the extent applicable given the governmental and tax-exempt status of the Parties, shall be paid by Buyer.

All costs of title examination of the Property and the premiums payable for title insurance purchased by Buyer, if any, costs of preparation of the deeds and any other documents necessary or advisable to consummate the transaction contemplated hereunder and any recording fees, and notary fees shall be paid by Buyer.

16. **FURTHER ASSURANCES.** In addition to the obligations required to be performed hereunder by each party at Closing, the Parties agree to perform such other acts, and to execute, acknowledge, and/or deliver subsequent to the Closing such other instruments, documents, and other materials, as the other party may reasonably request in order to consummate the transactions contemplated hereunder.

17. **PRORATION OF TAXES, UTILITIES AND RENT.**

(a) **Taxes.** Annual real estate taxes shall be prorated and adjusted between the Parties as of the Closing Date. In the event that there are other real estate taxes, special and other assessments, pay-back agreements, and tax liens due and owing as of the Closing Date with respect to the Property, Seller shall pay such tax liabilities.

(b) **Utility Charges.** All charges for water, sewer service, gas, electricity, telephone service and other public utility services furnished to any or all of the Property for the Seller's account shall be adjusted between the Seller and the Buyer as of the date of Closing (the "Adjustment Date"). If there are meters on the Property measuring the consumption of water, gas or electric current, the Seller shall, not more than one (1) day before the Adjustment Date, cause such meters (for utilities for which the Seller, and not any tenant, is directly responsible to the provider thereof) to be read, and shall pay all utility bills for service rendered before such readings promptly on the Seller's receipt of such bills.

(c) **Rent.** Rent due under any lease or license agreement shall be adjusted and apportioned as of the Closing Date.

18. **POSSESSION:** Possession of the Property shall be given by Seller to Buyer upon completion of the Closing.

19. **DEFAULT:** The Parties are required and agree to make full Closing in accordance with the terms of this Agreement and acknowledge that failure to do so constitutes a breach hereof. If either party fails to make full Closing or is in default due to its failure to comply with the terms, covenants and conditions of this Agreement, the non-breaching party is entitled to pursue such



rights and remedies as may be available at law or in equity, including without limitation, an action for specific performance of this Agreement. If either party defaults, the party committing the default, whether Buyer or Seller, shall reimburse the non-defaulting party for costs, including reasonable attorney's fees, incurred as a result of the default.

20. **ASSIGNMENT**: This Agreement may be assigned by CWDI with the approval of the City. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

21. **BROKERS AND AGENTS**: Seller and Buyer represent and warrant to each other that no real estate agent or broker is entitled to a commission in connection with the transactions set forth herein. The Parties shall each defend and indemnify the other against all claims and liabilities for any commissions or other compensation in connection with this matter arising through the indemnifying party.

22. **NOTICES**: Any notice to be given or to be served upon any party hereto, in connection with this Agreement, must be in writing, and may be given by hand delivery, facsimile transmission or certified mail. In the case of certified mail, the notice shall be deemed to have been given and received when a certified letter containing such notice, properly addressed, with postage prepaid is deposited in the United States mails; and if given otherwise than by certified mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the Parties hereto at the following addresses:

**SELLER:** The Commissioners of Cambridge  
c/o Victoria Jackson-Stanley, Mayor  
410 Academy Street  
Cambridge, Maryland 21613

**BUYER:** Cambridge Waterfront Development, Inc.  
c/o Richard M. Zeidman, President  
5263 Bucktown Road  
Office No. 2 - Mailbox No. 5  
Cambridge, Maryland 21613

Any party hereto may, at any time by giving five (5) business days written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given and other parties to whom copies of all notices hereunder shall be sent.

23. **NOTICE CONCERNING THE CHESAPEAKE AND ATLANTIC COASTAL BAYS CRITICAL AREA**: Buyer is advised that all or a portion of the Property may be located in the "Critical Area" of the Chesapeake and Atlantic Coastal Bays, and that additional zoning, land use, and resource protection regulations apply in this area. The "Critical Area" generally consists of all land and water areas within 1,000 feet beyond the landward boundaries of state or private wetlands, the Chesapeake Bay, the Atlantic Coastal Bays, and all of their designated tidal tributaries. The "Critical Area" also includes the waters of and lands under the Chesapeake Bay,

the Atlantic Coastal Bays, and all of their tidal tributaries to the head of tide. For information as to whether the Property may be located within the Critical Area, the Buyer may contact the department of planning and zoning for the City of Cambridge, Maryland.

24. **OTHER PROVISIONS:**

(a) **Applicable Law.** It is the intention of the Parties hereof that all questions with respect to the construction of this Agreement and rights and liabilities of the Parties hereunder shall be determined in accordance with the laws of the State of Maryland.

(b) **Entire Agreement.** This Agreement embodies and constitutes the entire understanding among the Parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

(c) **Modification.** Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

(d) **Headings.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

(e) **Binding Effect.** The terms of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their successors and permitted assigns.

(f) **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same document.

(g) **Interpretation.** Whenever the context hereof shall so require the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

(h) **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(i) **Joint and Several.** The obligations, liabilities and representations of Buyer specified in this Agreement are the joint and several obligations, liabilities and representations of each such person or entity and the term "Buyer" means each as well as all of them.

(j) Representations. Any representation, warranty, covenant or agreement made herein shall be deemed to be material and to have been relied upon by the party to whom it is made.

(k) Time of Essence. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed and sealed this Transfer Agreement as of the dates written; provided, however, that for the purpose of determining the Effective Date, as used in this Agreement, such date shall be the last date any of the Parties hereto executes this Agreement.

**SELLER:**

**CITY OF CAMBRIDGE, MARYLAND**

The Commissioners of Cambridge

WITNESS/ATTEST:

\_\_\_\_\_  
Patrick E. Comiskey  
City Manager

\_\_\_\_\_  
Victoria Jackson-Stanley, Mayor (SEAL)

Date of Execution: \_\_\_\_\_

**BUYER:**

**CAMBRIDGE WATERFRONT  
DEVELOPMENT, INC.**

WITNESS/ATTEST:

\_\_\_\_\_  
Sandra Tripp-Jones  
Interim Executive Director

\_\_\_\_\_  
Richard M. Zeidman, President (SEAL)

Date of Execution: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Charles D. MacLeod, Esq.  
City Attorney

CAMBRIDGE WATERFRONT DEVELOPMENT, INC.  
5263 Bucktown Road, Mailbox 5  
Cambridge, Maryland 21613

April 20, 2020

Mayor Victoria Jackson Stanley  
Cambridge City Commissioners  
410 Academy Street  
Cambridge, MD 21613

**SUBJECT: Status of CWDI Work and Property Transfer Agreement**

Dear Madame Mayor and City Commissioners,

During this time of economic upheaval and uncertainty, the Board of CWDI would like to advise you of our continuing commitment to work on the redevelopment of the Port Property and hospital property.

To date we have completed the preliminary master redevelopment plan for the Port Property and presented it to the Planning and Zoning Commission for information purposes. We have also developed an overall streets, walkways and open spaces layout for the property, preserving public access to the entire waterfront and open spaces for outdoor activities. We are working with three potential development projects: a second RAR, an expansion of Cambridge Yacht Maintenance on the Port Property and a Peregrine Senior Living facility on a portion of the hospital property. As you know, we have talked to several possible developers with the assistance of DHCD. We are pleased with our progress, and we are working to maintain momentum.

Our priority for the next six months will be completion of the property transfer agreements with the City and with Shore Health. Attached to this letter is a draft agreement between the City and CWDI. It will result in transfer of the Port Property--excluding the wharf and promenade--and the Gateway Property following a 60-day due diligence period. During that period, the agreement will be submitted to the State for approval of the transfer and subdivision separating the wharf and promenade from the rest of the Port Property. We are prepared to discuss the proposed transfer agreement with the City for clarifications and any needed changes.

In addition to finalizing what Letters of Intent that we can with RAR, Yacht Maintenance, and Peregrine, we will be focusing on designing and funding public area improvements such as walkways, bikeways, and lighting. We do not know what challenges the pandemic has presented to these three organizations, but we will be talking with each over the next few weeks.

We say all this to make clear that we are not suspending our mission but redoubling our efforts on the property transfers, public area projects and those development projects which are still viable.

We would also like to take this opportunity to let the City and County know that CWDI will not be making operational funding requests for fiscal year 2021. We are sensitive to the fiscal stress and uncertainty facing our local governments and believe that it is our responsibility to work with what we have for the time being. We do hope that the City will entertain funding requests in the future as we continue the mission that the City, County, and State have asked us to fulfill. Indeed, the State continues to be generous to us, but they, too, are curtailing spending.

We want to thank you again for your support and for the faith you have placed in the CWDI Board.

Sincerely,

Richard Zeidman, President  
Cambridge Waterfront, Inc. Board of Directors

cc: Charles (Chip) MacLeod, Esq., Counsel to the Board  
Patrick Comiskey, City Manager  
Sandra Tripp-Jones, Interim Executive Director

attach: Draft Property Transfer Agreement

The City Commissioners conducted the City business on Monday, April 13, 2020 by way of a conference call because of the Corona Virus threat. The mayor was stationed at her normal station in the City Commission Meeting Room on Gay Street. City Commissioners conference called into the meeting utilizing Webex. Citizens were able to observe the meeting by going on-line to TownHallStreams.com. Citizens were invited to call in their public comments by calling the mayor during the meeting at 410-228-5808.

Mayor Victoria Jackson Stanley called the meeting to order at 6:08 p.m. All the city Commissioners were present on the conference call including the city attorney, city police chief, and city manager. Commissioners Rideout, Sydnor, Foster, Cannon, and Hanson participated remotely in the conference call.

### **Agenda**

1. Commissioner Cannon moved to approve the agenda with a second from Commissioner Rideout though Item 8, the Marina Management Agreement, was removed for inclusion in a future closed session of the Mayor and City Commissioners. The motion passed unanimously.

### **Public Comment**

The Mayor invited citizens to call in during the public comment period, but no citizen chose to do so.

### **Requests from the Public**

No one provided a presentation during requests from the public.

### **Consent Calendar**

Commissioner Rideout moved to approve the consent calendar and Commissioner Hanson second the motion. The motion passed 5-0.

2. March 30, 2020 Meeting Minutes
3. A request to have the Groove City Cultural FEST, on August 15, 2020 from 1pm-7pm between Elm & Washington Streets.

### **Ordinances for Introduction and First Reading**

There were no ordinances introduced for first reading.

### **Ordinances for Second Reading, Public Hearing, and Adoption**

There were no ordinances introduced for second reading.

**Old Business**

4. The chairperson of the Council Compensation Advisory Committee, Joe Brooks, presented the Compensation Committee's Report. Mr. Brooks presented a verbal summary of the findings and recommendations.
  - Maintain Mayor and Commissioner salaries as they are
  - Remove health insurance and life insurance as benefits for the elected officials
  - Maintain the city paying FICA on top of the salaries, providing cell phones and computers to those elected officials that want them, a potential state retirement benefit, and travel expenses to allow the elected officials to participate in training events through the Maryland Municipal League (MML).

Commissioner Rideout made a motion to approve the recommendations. Commissioner Hanson seconded the motion. Commissioners Sydnor, Foster, and Cannon abstained from the motion. The city attorney advised the motion failed. City Charter Amendments require at least three commissioners voting in the affirmative. Commissioner Rideout made a motion to revisit the recommendations at a future commission meeting. Hanson seconded the motion. Commissioners Rideout, Hanson, and Cannon voted in favor of the motion. Commissioners Sydnor and Foster abstained from the vote.

5. Commissioner Rideout made a motion to approve Resolution No. 20-04 – A RESOLUTION OF THE COMMISSIONERS OF CAMBRIDGE, MARYLAND TO APPROVE THE MEMORANDUM OF AGREEMENT AMONG THE COMMISSIONERS OF CAMBRIDGE, THE MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, AND THE MARYLAND HISTORICAL TRUST REGARDING THE PINE STREET NEIGHBORHOOD REVITALIZATION ACTIVITIES IN CAMBRIDGE, MARYLAND. Commissioner Sydnor seconded the motion. The motion passed unanimously.

**New Business**

6. Commissioner Hanson moved to approve Executive Order No. 2020-01 - An Executive Order of the Mayor and the City Manager of the City of Cambridge declaring a state of emergency in the City of Cambridge as a result of COVID-19. Commissioners Rideout and Cannon seconded the motion. The motion passed 5-0.
7. Commissioner Rideout made a motion to approve the Letter dated April 8, 2020 to Matthew W. Sibley, Rear Admiral signed by Mayor Jackson-Stanley to oppose the closure of the Coast Guard Station in Oxford, Maryland. Commissioner Cannon seconded the motion. The motion passed 5-0.
8. The Marina Management Services Agreement had been removed from the agenda when the agenda was approved.

9. The Budget Revision of April 13, 2020 to allocate \$1.2 million of city carry-over funds to Offset Potential Uncollected Revenues from Business Activity Reductions Due to the Corona Virus was moved to a future meeting by a motion of Commissioner Rideout that was seconded by Commissioner Cannon. The decision was adopted unanimously.
  
10. The Mayor requested a motion to allow the city commission to hold virtual meetings of the Mayor and City Commission during the current state of emergency. Commissioner Rideout made the motion to approve to motion and Commissioner Hanson seconded the motion. The motion was approved on a 4-1 vote. Commissioner Sydnor voted against the motion.

**Meetings****Notices****Mayor and Council****Public Comment****Adjourn**

Commissioner Sydnor made a motion to adjourn that was seconded by Commissioner Cannon. The motion passed unanimously. The meeting adjourned at 7:05 p.m.

I certify the foregoing is a true and accurate account of the City Commission Meeting held Monday, April 13, 2020.

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Victoria Jackson-Stanley, Mayor



## AGENDA

City of Cambridge  
City Council Meeting  
Monday, April 27, 2020  
Council Chambers - 305 Gay Street  
Cambridge, MD 21613

**Notice to Citizens: The City Commissioners are conducting the City business by way of a conference call because of the Corona Virus threat. Citizens may observe the meeting by going on-line to [TownHallStreams.com](http://TownHallStreams.com). Citizens may call in their public comments by calling the mayor during the meeting at 410 228-5808.**

6:00 pm Mayor to Convene Council in Regular Session

### Agenda

1. Council to approve or amend agenda as presented.

### Public Comment

### Requests from the Public

CWDI Update and Property Transfer Agreement Presentation

### Consent Calendar

2. April 13, 2020 Meeting Minutes

### Ordinances for Introduction and First Reading

### Ordinances for Second Reading, Public Hearing, and Adoption

### Old Business

3. **Purchase of Properties with CDBG funds:** Approve the purchase price of 18 properties in the City owned by Dorchester County, with funds expended including legal fees reimbursed to the City through CDBG No. MD-18-CD-31, and authorize the City Attorney

and City staff to negotiate the purchase of 414 Pine Street, subject to final approval by the City Commission

### **New Business**

4. **Approve Increasing the city budget** to accept \$84.84 cents of Pepsi Proceeds from a machine located at the city police department for allocation to the CPD Event Fund
5. **Approve Increasing the city budget** for the creation of a Virus Care Package Account for the spending of donations received by the city for special care packages prepared for distribution to households in Dorchester County. The allocation will be \$3,000. An increase of \$3,000 will be allocated to a general fund special revenue account.
6. **Approve Increasing the city budget by \$25,000** for purchases of supplies for firefighters and police personnel for safety gear for defense of personnel against catching the virus. The city will submit the supply bills to the county for reimbursement; however, the payments may not be reimbursed. The allocation will come from Cary-Over funds not budgeted for expenditure in the current fiscal year.
7. **Eagleman Agreement Change** at the request of the Eagleman leadership to allow the Eagleman event in Cambridge to be moved to a later date because of the Corona Virus concerns and social restrictions currently in place by the Governor's Executive Orders.

### **Meetings**

### **Notices**

### **Mayor and Council**

### **Public Comment**

### **Adjourn**

City Council meetings are conducted in open session unless otherwise indicated. Pursuant to the Maryland Open Meetings Act, all or a portion of the Council meeting may be held in closed session by vote of the Council. Please note that the order of agenda items is subject to change and that meetings are subject to audio and video recording.