MAYOR

Brian K. Grim

CITY ADMINISTRATOR

Jeff Rhodes

CITY SOLICITOR

Michael Scott Cohen

COUNCIL

Nicole Alt-Myers

Seth D. Bernard

David Caporale

David Kauffman

CITY CLERK

Marjorie A. Woodring

MINUTES

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

DATE 9/15/2015

***Pledge of Allegiance**

I. ROLL CALL

PRESENT: Brian K. Grim, President; Council Members Nicole Alt-Myers, Seth Bernard, David Caporale

ABSENT: Council Member David Kauffman

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Cpt. Gregory Leake, CPD; Donald Dunn, Fire Chief; Marjorie Woodring, City Clerk

II. DIRECTOR'S REPORT

(A) Fire

1. Fire Department monthly report for August, 2015

Item Action: Approved

Motion to approve the report was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

(B) Administrative Services

1. Administrative Services monthly report for July, 2015

Item Action: Approved

Motion to approve the report was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

(C) Public Works

1. Maintenance Division monthly report for August, 2015

Item Action: Approved

Motion to approve the report was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

III. APPROVAL OF MINUTES

(A) Administrative / Executive

1. Approval of the Administrative Session Minutes of July 7 and 21, and August 4, 2015

Item Action: Approved

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

July 7, 2015 Administrative Session

PRESENT: Mayor Brian K. Grim; Council Members Nichole Alt-Myers, Seth Bernard, David Caporale, David Kauffman; Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Joe Urban, City Comptroller; David Curry, Operations Manager; Marjorie Woodring, City Clerk

MOTION to enter into closed Administrative Session to discuss union negotiations and a real estate matter was made by Councilman Kauffman, seconded by Councilman Caporale, and approved on a vote of 5-0.

AUTHORITY to close the session was provided by the Annotated Code of MD, State Government Article, Sections 10-508 (a) (3), (7), and (9).

TOPICS: Union negotiations, real estate matters

July 21, 2015 Administrative Session

PRESENT: Mayor Brian K. Grim; Council Members Nicole Alt-Myers, Seth Bernard, David Caporale; Jeffrey D. Rhodes, City Administrator; Marjorie Woodring, City Clerk

ABSENT: Councilman David Kauffman

MOTION to enter into closed Administrative Session to discuss board and commission appointments was made by Councilman Caporale, seconded by Councilman Bernard, and passed on a vote of 5-0.

AUTHORITY to close the session was provided by the Annotated Code of Maryland, State Government Article, Section 10-508 (a)(1).

TOPICS: Board and commission appointments

August 4, 2015 Administrative Session

PRESENT: Mayor Brian K. Grim; Council Members Nicole Alt-Myers, Seth Bernard, David Kauffman; Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk

ABSENT: Councilman David Caporale

MOTION to enter into closed Administrative Session to obtain legal advice was made by Councilman Kauffman, seconded by Councilman Bernard, and approved on a vote of 4-0.

AUTHORITY to close the session was provided by the Annotated Code of Maryland, State Government Article, Section 10-508 (a) (7).

TOPICS: Legal issues

IV. PUBLIC HEARINGS

(A) Public hearing to receive requests from community organizations for an allocation of Hotel/Motel

Funding for 2015-2016

Mayor Grim convened the Public Hearing at 6:25 p.m.

The following groups and organizations petitioned Council for hotel/motel funding and provided information on what the funding would be used for: Western MD Jaycees Tri-State Wingoff - $5,000 / Women's Civic Club - $11,209.80 / ACIT's - $4,000 / Allegany Allied Arts - $2,400 / Allegany Arts Council - $11,000 / Allegany County Historical Society - $5,000 / Allegany County Museum - $18,000 / BW Girls Invitational Tournament - $5,200 / Canal Place Preservation & Dev. Authority- $40,000 / Cumberland Cultural Foundation - $3,500 / Cumberland Historical Cemetery Organization - $5,000 / Cumberland Theater - $3,730 / Embassy Theater - $3,000 / Great Allegany Run - $1,200 / Miss University City - $600 / Mountain MD Trails - $10,000 / Mountainside Baroque - $1,200 / Tri-State Concert Association - $1,000

Councilwoman Alt-Myers suggested that there could be more partnering between the organizations on marketing events and challenged the groups to work together towards that end.

With no further comments, Mayor Grim adjourned the Public Hearing at 7:20 p.m.

V. NEW BUSINESS

(A) Orders (Consent Agenda)

Item Action: Approved

Mayor Grim requested that Item No. 3 on the Consent Agenda be withheld.

1. Order accepting the proposal of Turnbull, Hoover and Kahl, PA, to provide audits of the financial statements of FY 2015 - FY 2019

Item Action: Approved

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions and comments. Motion to approve Consent Agenda Items 1, 2, 4 and 5 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,873

2. Order authorizing the purchase of a command vehicle for the C3I Unit, paid for through Federal Forfeited Funds managed by the City, in an amount not to exceed $120,000

Item Action: Approved

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions and comments. Motion to approve Consent Agenda Items 1, 2, 4 and 5 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,874

3. Order authorizing the execution of a Construction Agreement with CSX Transportation regarding the closure of the railroad crossing at Pear Street in consideration for CSXT's construction and installation of new concrete crossing surfaces at Valley and Knox Streets and the City's reimbursement of $20,000 to CSXT

Item Action: Rescheduled

Mayor Grim requested that Item No. 3 on the Consent Agenda be withheld.

4. Order lifting the provisions of Section 11-113 of the City Code, entitled "Open Containers of Alcohol," on Saturday, October 17, 2015. from 1:00 p.m. to 6:00 p.m. in a designated area on Centre

Street, extending from Baltimore Street to Frederick Street

Item Action: Approved

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions and comments. Motion to approve Consent Agenda Items 1, 2, 4 and 5 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,875

5. Order authorizing Special Taxing District exemptions for properties at 33 N. Centre Street in the amount of $711.95, and 107 S. Centre Street in the amount of $320.76

Item Action: Approved

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions and comments. Motion to approve Consent Agenda Items 1, 2, 4 and 5 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,876

(B) Letters, Petitions

1. Letter requesting approval of the 2015 Dotty Appel Mini-Marathon, to be held Saturday, October 31,2015, at 8:00 a.m., beginning at Greenway Ave. Stadium and following a pre-designated course

Mayor Grim acknowledged the letter and a consensus of Council provided their approval for the race.

VI. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

No public comments were presented.

VII. ADJOURNMENT

With no further business at hand, the meeting adjourned at 7:23 p.m.

Minutes approved on November 17, 2015

Mayor Brian K. Grim

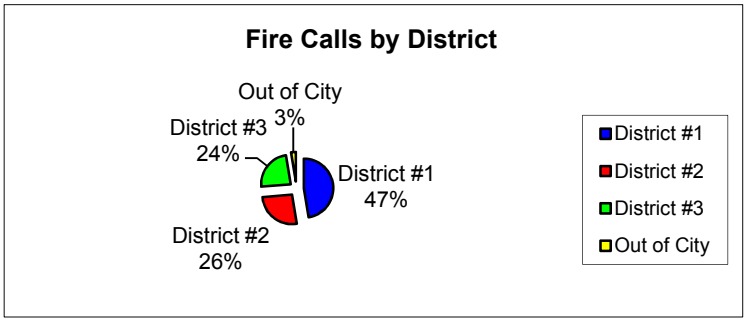
ATTEST: Marjorie A. Woodring, City Clerk

REPORT OF THE FIRE CHIEF FOR THE MONTH OF AUGUST, 2015
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 114 Fire Alarms:

Responses by District:

District #1	54
District #2	30
District #3	27
Out of City	3
	114



Number of Alarms:

First Alarms Answered	113
Working Alarms Answered	1
	114

Calls Listed Below:

Property Use:

Public Assembly	2
Educational	4
Institutional	7
Residential	57
Stores and Offices	2
Storage	2
Manufacturing	2
Special Properties	38
	114

Type of Situation:

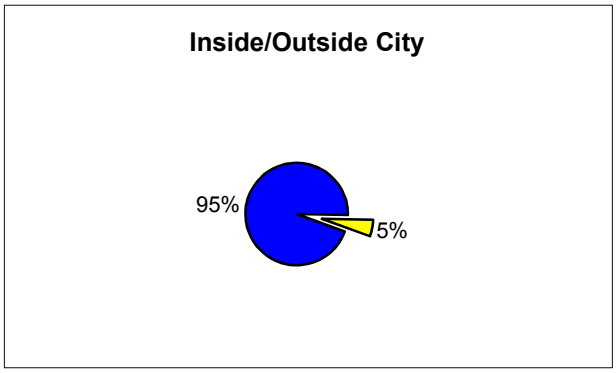
Fire or Explosion	8
Overpressure, Rupture	2
Rescue Calls	60
Hazardous Conditions	7
Service Calls	11
Good Intent Calls	11
Severe Weather	1
False Calls	14
	114

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in August:	$3,850.00
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid Fiscal Year to Date:	$3,850.00
Total Fire Service Fees for Fire Calls Paid in August:	$910.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	$1,070.00

Fire Service Fees for Inspections and Permits Billed in August:	$0.00
Fire Service Fees for Inspections and Permits Paid in August:	$0.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	$0.00

Cumberland Fire Department Responded to 516 Emergency Medical Calls:

In City Calls	489
Out of City Calls	27
Total	516



Total Ambulance Fees Billed by Medical Claim-Aid in August:	$166,573.24
Ambulance Fees Billed Fiscal Year to Date:	$246,827.00
Ambulance Fees Paid: Revenue Received in August:	$83,924.39
Revenue: FY2016 Fees Paid in FY2016:	$53,721.23
Total Fees Paid in FY2016:	$175,982.98

(Includes all ambulance fees, previous and current fiscal years, paid in FY2016.)

Cumberland Fire Department provided 11 Paramedic Assist Calls:

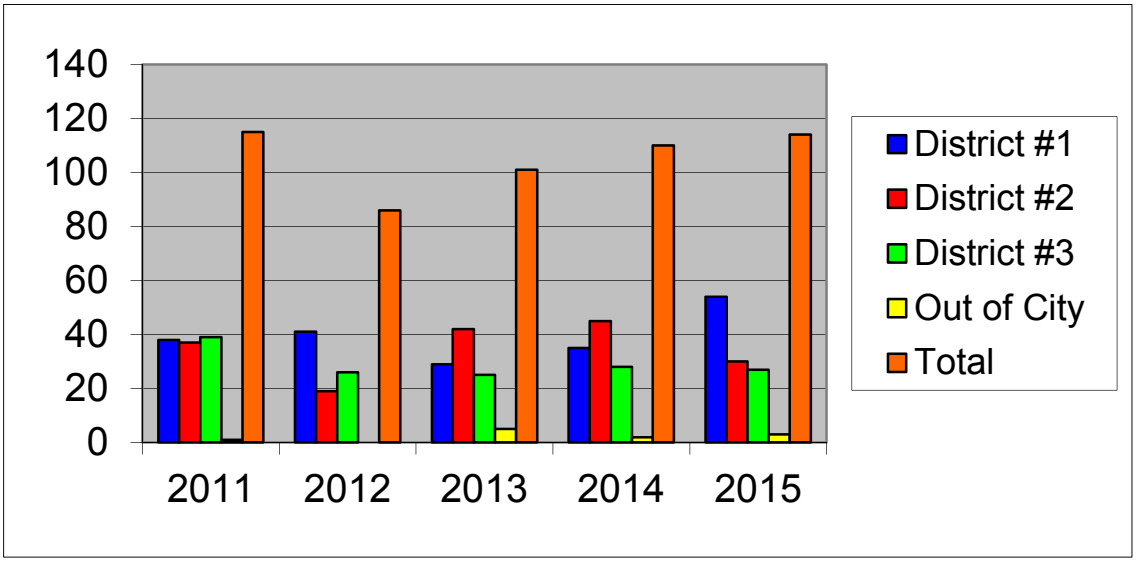
10	Paramedic Assist Calls within Allegany County
1	Paramedic Assist Calls outside of Allegany County
11	

Cumberland Fire Department provided 16 Mutual Aid Calls:

10	Mutual Aid Calls within Allegany County
6	Mutual Aid Calls outside of Allegany County
16	

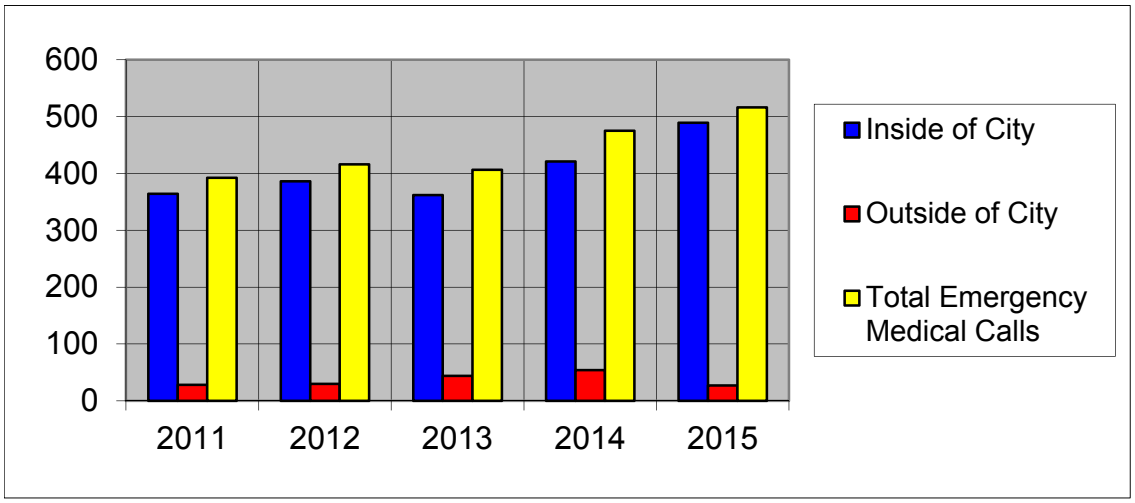
Fire Calls in the Month of August for a Five-Year Period

	2011	2012	2013	2014	2015
District #1	38	41	29	35	54
District #2	37	19	42	45	30
District #3	39	26	25	28	27
Out of City	1	0	5	2	3
Total	115	86	101	110	114



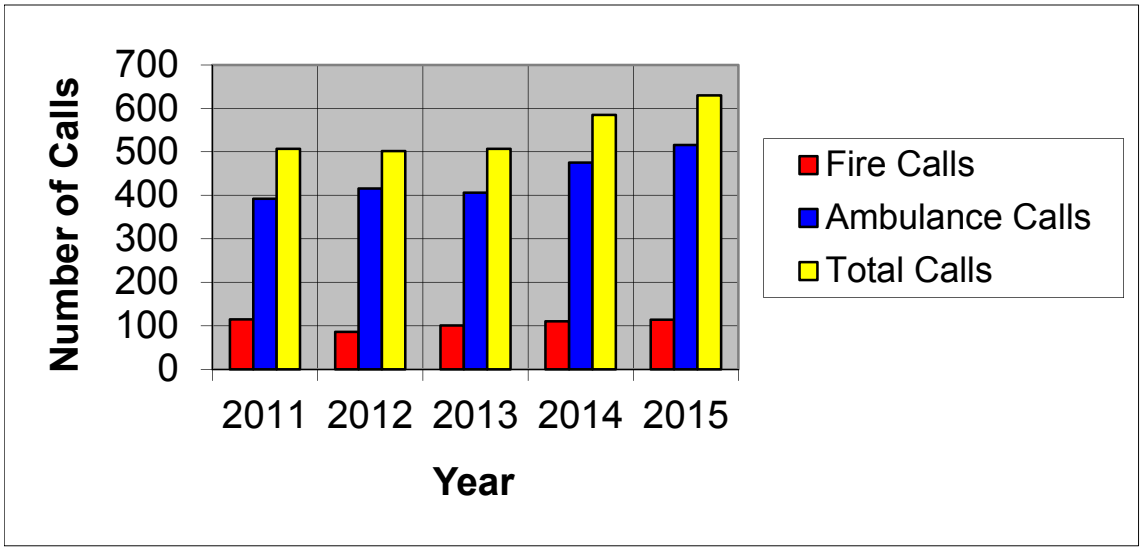
Ambulance Calls in the Month of August for a Five-Year Period

	2011	2012	2013	2014	2015
Inside of City	364	386	362	421	489
Outside of City	28	30	44	54	27
Total Emergency Medical Calls	392	416	406	475	516



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

	2011	2012	2013	2014	2015
Fire Calls	115	86	101	110	114
Ambulance Calls	392	416	406	475	516
Total Calls	507	502	507	585	630



Training

Training Man Hours:	148.50	
Training Listed Below:		
Fire Dept. Organization		6.00
SCBA Inspection and Care		5.00
Fit Testing		6.50
Plan Review		15.00
ATV Driver Training		29.00
Hose Lines		5.00
Physical Fitness		12.00
Extrication		19.50
Rescue Technician Rope Rescue		16.50
Site Ops		34.00
		148.50

Fire Prevention Bureau

Complaints Received	1
Conferences Held	55
Correspondence	16
Inspections Performed	2
Investigations Conducted	8
Plan Reviews	4
Pre-Plans	6

Statistics Compiled by Julie A Davis, Fire Administrative Officer

Regular Council Agenda
September 15, 2015

Description
Fire Department monthly report for August, 2015

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

August 26, 2015

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Re: Administrative Services Monthly Report for July, 2015

Dear Mayor and City Council Members:

The following report is submitted by the Department of Administrative Services for the month of July, 2015.

Management Information Systems

Management Information Systems reports the following activities for the month of July, 2015:

Statistics

159 completed help desk requests
351 open help desk requests

Activities

Major department initiatives in the past month include:

- Continue to assist with CPD covert camera needs
- Continue working with vendor for replacement of card access/door security system
- Continue implementing different network connectivity at various city locations
- Continue replacing aging wireless access points in various city buildings
- Continue working with vendor replacing parking ticket handheld system
- Continue to resolve miscellaneous issues with New World Systems .NET software

Continue investigating downtown WiFi solution

Parks and Recreation

Parks and Recreation reports the following information for the month of July, 2015:

July 4th The City of Cumberland's July 4th Fireworks display returned to the Constitution Park. There was excellent public response to the show quality and the return to tradition at the park. Starfire Corporation of Carrolltown, PA, was contracted to provide the firework program.
The Constitution Park and Pool was open for part of the day – 10 a.m. to 3:00 p.m. Traffic patterns in the park were changed to clear the area around where the fireworks would be shot. The Potomac Concert Band performed their traditional July 4th concert at Canal Place this year due to the roadway closings.

Sunday in the Park Concert series: Four concerts were held at the Park Amphitheater in July – Greatful Ted & Guests, The Frostburg Arion Band, Butterscotch Blonde and Symplicity performed - Approximate attendance: 2,500 +
Funding for this program is provided by the City of Cumberland, Parks & Recreation.
Movies under the Stars – Two Movies and swim were held - at the Constitution Park Pool – Tuesday July 7 - "Annie" – Wednesday July 15 – Despicable Me 2 Total Attendance: 250
Free swim 6:30 – 8:30 p.m. -Movie began at 9:00 p.m.
Pavilion Reservations and usage for the month of July: 37 reservations utilized pavilions,
12 new reservation were made in July
Baseball/ Softball League play and practices for July:
The City of Cumberland provides fields for the following leagues:

Pee Wee League
Girls Softball League
Dapper Dan Little League Baseball
Church League Softball
Industrial League
Over 30 League
Co-ed League
Rec. League

Two all- night Softball tournament were held - July 11 &12 & July 26 & 27 at Flynn , Northcraft & Nonannaman fields.

Constitution Park Pool
31 Days of Operation – paid Attendance: 3,337
Total income for the Month of July $ 12,708.50
1,234 YMCA members and 445 Y Day Camp participants
Pre-purchased Pool passes used - 284
Other group usage – 492
5 Pool Party
Swimming lessons are held in conjunction with day camp swimming lessons, Monday – Friday 11-11:45 a.m. (139 Lessons – public participants, 353 Day Camp participants)

Constitution Park Day Camp
23 Days of Day Camp – Attendance: 1,931
Daily activities include: Swimming Lesson, Tennis Lessons, Arts & Crafts, Sports, Reading & computers, Dance, Breakfast, Lunch, snack, afternoon swimming, "Fun Friday" Special event day, and Bus transportation (funded by *Department of Social Services*)

- Participants traveled by bus to DelGrosso's Amusement Park - 45 attended
- *Cooperative Extension service* provided activities related to nutrition and farming, every Tuesday and Thursday. Hands on activities – movement and exercise, gardening, games, music and more, directed by Sarah Bernard, from the Extension Office. Jessica Mellon also with the Extension Office provides curriculum and tools for campers to work with a Robotics program.

Summer Lunch Program The Parks & Recreation Department serves as sponsor for the **Summer Lunch Program** for Cumberland. Area sites include Constitution Park Day Camp, YMCA Riverside summer program, Baltimore Ave YMCA programs, Jane Frazier program, and Frostburg Recreation Department Day camp.
July meals served – Lunches: 3,473, Snacks: 3,745
July Lunch Box Program Breakfast at Day Camp - 537

Girl Scout Day Camp – provided an outdoor area in Constitution Park for Nations Capitol (former Shawnee) Girl Scout Council to hold their one week annual summer Day Camp, July 13- 17, 63 registered participants

- **Seasonal Services:** Amusement Park ticket sale, Park pool passes, registration and fees for the summer day camp, picnic kits and sport supplies.

Meetings attended:

- Monday staff meetings
- DSS meeting with Susie Layman
- Reviews and visits made to summer lunch feeding sites
- Health Department – Adult fitness program meeting

Upcoming:

August movies and swim at Constitution Park Pool Saturday August 8
One week of Constitution Park Day Camp remaining
Lunch Program Annual Review by State of MD
Five Sunday in the park performances
Daily pool operations hours changed– 12 noon to 6 p.m.
Pool daily operation ends Sunday August 23, weekends thru Labor Day
Fall Soccer Leagues and School team's practices begin
Pee wee football practice to begin

Community Development

The Community Development Department reports the following activities for the month of July, 2015:

During the month of July, CDBG staff worked on the environmental process regarding the new 2015 projects. Staff also assembled and corrected items related to the five year plan. Staff also met with the Animal Shelter staff and Board members regarding initiation and completion of the new Animal Shelter facility. Facility will provide a location for use by neighborhood organization members and for neighborhood pets. The Animal Shelter project continues to move forward and is currently awaiting final architectural plans in order to undertake the final project process. Staff is also working toward completing older year projects at this time and HUD will be reviewing progress as part of our 2015 monitoring to take place during August. Staff is also working with research and technical assistance regarding the Continuum of Care environmental items needed. Staff continues to work toward development and implementation of the National Night Out event in coordination with the Neighborhood Advisory Commission members. Staff also assisted the Public Housing Authority in getting the PHA environmental requirements met for the next fiscal year program.

Code Enforcement Activity

- Delivered 29 Door Hangers for Nuisance Issues
  - 13 successes
  - 45% Success Rate
- Newly Opened Cases
  - 24 Nuisance
  - 22 Property Maintenance
- Action Plans Received to Resolve Property Maintenance Issues
  - 6

- Citations Issued
    - 0 Nuisance
    - 4 Property Maintenance
- Cases Adjudicated to District Court
    - 14 Nuisance
    - 6 Property Maintenance
- 3 Cases Heard in District Court
    - 3 Nuisance
    - 0 Property Maintenance

- 2 Bi-weekly Community Development Coordination meeting were conducted

- 2 Bi-weekly Code Enforcement meeting were conducted
    - Concentrating on focus and monitor groups
    - Focusing on the resolutions to problem cases
    - Beginning nuisance property abatements

- Continuing to concentrate code enforcement efforts in targeted neighborhoods.
- Continued door hangers as an initial form of contact with approximately 45% response rating for immediate call back and contact with citizen
- No demolitions were conducted this month, however demolitions will begin early August and continue timely throughout the year
- Multiple residential and commercial projects in various stages of development
- Love's Travel Plaza and Country project is underroof and moving forward
- Love's Sleep Inn project - permit issued and pad site underway for foundations
- Plans received for the new Allegany High School
- Multiple residential and commercial projects in various stages of development

Code Enforcement

Nuisance & Junk Vehicle Complaints		Property Maintenance Complaints		Building Code Complaints	
Received:	43	Received:	07	Received:	0
Corrected:	08	Corrected	01	Corrected:	0
Housing Code Complaints		Zoning Complaints			
Received:	00	Received:	03		
Corrected:	00	Corrected:	09		

Permits, Applications, and Licenses

Building Permits		Residential Rental License		Plan Reviews	
Received:	01	Received:	1759	Received:	0
Issued:	00	Issued:	1759	Issued:	0

Occupancy Permit	
Received:	03
Issued:	01

Housing Inspections

Conducted: 35
Passed: 33

Revenue

Building Permits:	$ 125.00
Miscellaneous Permits:	$ 191.00
Occupancy Permits:	$ 30.00
Utility Permits:	$ 00.00
Reviews, Amendments, and Appeals:	$ 50.00
Rental Licenses:	$ 43,975.00
Paid Inspections:	$ 00.00
Municipal Infractions:	$ 00.00
TOTAL	$ 44,321.00
Demolition Permit (Bonds)	$ 00.00

Historic Planning/Preservation

The following Section 106 reviews were processed in July:

451 Goethe Street
424 Columbia Street
428 Goethe Street
211 Grand Avenue
440 Seymour Street

The following State compliance reviews were completed as required for use of Community Legacy funding for the Neighborhood Matters project:

240 North Mechanic Street
15 South Liberty Street

Progress continues with the Certified Local Government subgrant-funded project to update the historic context and Preservation Guidelines for the Canal Place Preservation District. The consultant firm met for a second work session with the Historic Preservation Commission at their July 8th meeting and presented the first two revised chapters of the Preservation Guidelines.

Three Upper Story Redevelopment program applications were submitted by property owners by the July 7th deadline. Site visits to each location took place on July 23rd and the review committee is currently working on reviewing the submissions for recommendations for funding. Their recommendation is expected in August.

The 2015 Community Legacy application as submitted to the Department of Housing and Community Development in advance of the July 15th deadline. The project list submitted for consideration of funding is as follows (listed with priority order):

3 - South Cumberland Library
2 - Upper Story Redevelopment
1 - Leasehold Improvement Program
4 - Centre Street Parklet

Progress continues to move slowly on the Neighborhoods Matter grant program but staff will be working with property owners to complete those items currently incomplete in their application and forward compliance reviews to the Maryland Historical Trust so that staff can provide notices to proceed to successful applicants. Routine grant administration reports were submitted to the State Highway Administration, Maryland Historical Trust, and Department of Housing and Community Development.

Comptroller's Office

The Comptroller's office reports the following information for the month of July, 2015:

Cash Flow:
Attached for your review is a Cash Flow Summary for the month of July 2015.

On July 1, 2015 the City had a positive Cash Balance of $4,215,310. During July 2015, there were debt payments totaling $203,530. The cash balance at July 31, 2015 was $5,260,714.

As of July 31, 2015 the significant balances are:

Taxes receivable (General Fund):		$9,093,201,
FY 2016	$7,460,134	
FY 2015	$865,803	
FY 2014	343,936	
FY 2013	41,380	
FY 2012	38,600	
FY 2011	53,832	
Prior FY's	$289,866	

The current year taxes of $7,460,134 is comprised of the following major taxes:

Real property (non-owner occupied)	$ 3,488,780
Non-Corp Personal Property	31,905
Corporate Personal Property	374,635
Real Property (Semiannual payments)	$3,357,336

Accounts Payable: $ 384,917
(This excludes upcoming debt service payments and payroll.)

Payroll expenses for the upcoming month are an estimated $1,100,000.

Cash Flow Summary July 2015	Operating Cash	Investments
Beginning Balance 7/1/2015	$ 4,215,310	$ 5,111,290
Plus:		
Total Cash Receipts	$ 3,836,145	$
Cash Transfers (to Investments)	$	$
Less:		
Total Cash Disbursements	$ 2,790,740	
Ending Balance 7/31/2015	$ 5,260,714	$ 5,111,290

Long Term Financing:

The balance of restricted investments now includes the CDA 2012 bond proceeds for capital projects in the amount of $117,464. This does not include any use of the GOB 2013 Bonds proceeds of approximately 1.5 million remaining from the demolition of the Memorial Hospital. GOB 2008 was finally fully expended in April 2015. For CDA 2014 of the total bond issue of $7,533,069, there is a balance of $3,980,285 available for Capital Projects and Capital Equipment budgeted in FY's 2013, 2014 and 2015.

Cash Balances and Taxes Receivable status:

There has not been any need to obtain any short-term borrowing. The cash balance has improved and is expected to remain stable during FY 2016. The tax receivables of $9,098,201 includes taxes that are not due until September 30, 2015, and the **real property taxes of $3,488,780 (non-residential) are not due until 9/30/2015 and the $3,357,336 (residential) has half of these taxes ($1,678,668) due on 9/30/2015 and the balance of $1,678,668 due on 12/31/2015.**

Respectfully submitted,

Jeff Rhodes
City Administrator

Regular Council Agenda
September 15, 2015

Description
Administrative Services monthly report for July, 2015

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

MAINTENANCE DIVISION REPORT

August 2015

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
AUGUST 2015

- POTHOLES AND COMPLAINTS
  - Potholed 29 Streets and 11 Alleys using approximately 50 ton of HMA.

- UTILITY HOLE REPAIR
  - 14 Water Utility Holes Repairs & 9 Sewer Utility Holes Repair using approximately 5 CY of Concrete and 119 tons of HMA.
  - This work included street repairs to Paca Street (Chase to Allegany) from water line replacement.

- TRAFFIC CONTROL SIGNS/STREET NAME SIGNS
  - Installed/Repaired 28 Traffic Control Signs.
  - Installed/Repaired 14 Street Name Signs.
  - Installed 5 HC Signs and Removed 1 HC Sign.

- SWEEPER
  - Swept 128 curb miles (approx. 32 cubic yards of debris).
  - Hauled 8 tons of debris from sweeper dumps to landfill.

- MISCELLANOUS
  - Completed 31 Service Request.
  - Cleaned Baltimore Street Underpass 3 times.
  - Performed Brush Work 5 days.

STREET MAINTENANCE - AUGUST 2015		8/2-8/8	8/9-8/15	8/16-8/22	8/23-8/29	8/30-8/31	TOTAL
SERVICE REQUEST COMPLETED		1	9	12	8	1	31
PAVING PERFORMED	TONS						0
CONCRETE WORK	CY						0
UTILITY HOLES REPAIRED	WATER	5	3	3	3		14
	SEWER	3	3	1	2		9
	CY	3.75		1.00			5
	TONS	15.5	34.5	30.0	39.0		119
POTHOLES FILLED	STREETS		8	11	7	3	29
	ALLEYS	3	2	3	3		11
	DAYS						0
	Cold Mix						0
	TONS	5.0	9.0	16.5	11.0	8.0	50
PERMANENT PATCH	CY						0
	TONS		2				2
COMPLAINTS COMPLETED							0
	CY						0
	TONS						0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED		7	5	1	15		28
STREET NAME SIGNS REPAIRED/INSTALLED		4		1	9		14
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED							0
		1		4			5
			1				1
PAINTING PERFORMED	BLUE	1					1
	YELLOW						0
	RED	1					1
PAVEMENT MARKINGS INSTALLED	No.	2					2
STREET CLEANING	LOADS	5			3		8
	MILES	82			46		128
SWEEPER DUMPS HAULED TO LANDFILL	TONS				7.6		8
SALT BARRELLS - Set out/Re-Fill	DAYS						0
CLEANED BALTIMORE ST. UNDERPASS		1		1	1		3
CLEAN SNOW EQUIPMENT	Days						0
BRUSH REMOVAL/TREE WORK	Days	3	1	1			5
Check Drains/Clean Debris	DAYS						0
LEAF PICK UP	Loads						0

-

8/10/15 Removed meter post and replaced blacktop in MPA Lot beside Salem St

8/14/15 PSI Painting Lines

PACA STREET REPAIR

8/10-8/25

8/21/15 Traffic Control for 911 Ride

8/31/15 Milling in front of inlets at Braddock and Fayette

PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
AUGUST 2015

- Constitution Park
  - Cut grass 5 days.
  - Tree work 3 days.
  - Placed stone around picnic tables.

- Mason Complex
  - Cut grass 4 days.
  - Brush removal below Flynn and North Craft.
  - Installed 8 new toilet paper holders @ restrooms.

- Field Work
  - Continued to Line and Drag 6 Softball Fields and 2 Baseball Fields as needed.
  - Lined Soccer Fields 4 times.
  - Lined Football Field 4 times.

- Miscellaneous Work
  - Garbage and Bathrooms are cleaned 3 times a week.
  - Cut grass weekly at other 25 areas.
  - Graffiti removal 2 JC.

Parks and Recreation Department								
Field Work								
August 2015								
		Line		Spike		Drag		
Flynn		7						
Nonnennmann		2						
North Craft		5						
Bowers								
Galaxy		4						
United		4						
Nonnennmann SF		4						
Bowers FB		4						
United FB		4						
Long		1						
Abrams		2				1		
Cavanaugh		2						
JC								

Parks and Recreation Department					
Grass Cutting					
August 2015					
		P&R			Seasonals
Fairmont		1			1
Ridgedale		1			1
Springdale		2			2
Mason		4			
Park		5			4
Long		2			1
Cavanaugh		2			1
Smith Park		2			2
Vets Park		1			1
Pine Ave		1			1
JC		2			1
Valley St Parklet		1			1
Abrams		1			1
Washington HQ		1			1
Sun Dial		1			1
Lucys Park		1			1
MCS					
Evitts Creek					
Boat Ramp					
Davidson 332-334					
Mullen		1			1
500 Block of Maryland Ave.		1			1
14 Somerville in Rear		1			1
Old HRDC		1			1
Rolling Mills Parklet		1			1
East Side School		1			1
Goethe					
Pistol Range		1			1
Across from Hartley's		1			1
532 Centre St.		1			1
730 Bedford St.		1			1
305-307 Industrial Blvd.		1			1

Parks and Recreation Department
Miscellaneous Work
August 2015
Tree work in Park (3 days)
Worked National Night Out on Aug. 4th (stage, PA, and garbage)
Installed 8 new toilet paper holders @ Mason
Brush removal at Mason
Placed stone around table, swing, and fountain in Park
Removed brush at Cavanaugh
Removed graffiti at JC

Fleet Maintenance

August 2015

Total Fleet Maintenance Projects	**106**
Street Maintenance	22
Snow Removal	0
DDC	0
CPD	18
Water Distribution	17
P & R Maintenance	11
CFD	7
Sewer	4
Code Enforcement	1
Flood	0
PIP	1
WWTP	0
Engineering	0
Facility Maintenance	0
Fleet Maintenance	0
Central Services	1
Municipal Parking	0
Public Works	1
Water Filtration	0
Small Engine Repairs	0
Scheduled Preventive Maintenance	15
Field Service Calls	8
Total Work Orders Submitted	**22**
Risk Management Claims	**0**
Fork Lift Inspections	**0**

Regular Council Agenda
September 15, 2015

Description
Maintenance Division monthly report for August, 2015

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

Mayor and City Council of Cumberland

Administrative Session Minutes

City Hall, 57 N. Liberty Street, Cumberland, MD 21502
Second Floor Conference Room
Tuesday, July 7, 2015
5:00 p.m.

PRESENT: Mayor Brian K. Grim; Council Members Nicole Alt-Myers, Seth Bernard, David Caporale, David Kauffman

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Joe Urban, City Comptroller; David Curry, Operations Manager; Marjorie Woodring, City Clerk;

MOTION: Motion to enter into closed Administrative Session to discuss union negotiations and a real estate matter pursuant to the provisions of the Annotated Code of Maryland, State Government Article, § 10-508 (a) (3), (7) and (9) was made by Councilman Kauffman, seconded by Councilman Caporale, and approved on a vote of 5-0.

AUTHORITY TO CLOSE SESSION:
Annotated Code of Maryland, State Government

- Section 10-508 (a) (3): to consider the acquisition of real property for a public purpose and matters directly related thereto;
- Section 10-508 (a) (7): to consult with counsel to obtain legal advice on legal matter;
- Section 10-508 (a) (9): to conduct collective bargaining negotiations to consider matters that relate to the negotiations

TOPICS: Union negotiations, real estate matter

Minutes approved on: _____

Brian K. Grim, Mayor _____

ATTEST:
Marjorie A. Woodring, City Clerk _____

Mayor and City Council of Cumberland

Administrative Session Minutes

City Hall, 57 N. Liberty Street, Cumberland, MD 21502
Second Floor Conference Room
Tuesday, July 21, 2015
5:30 p.m.

PRESENT: Mayor Brian K. Grim; Council Members Nicole Alt-Myers, Seth Bernard, David Caporale

ABSENT: Council Member David Kauffman

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Marjorie Woodring, City Clerk;

MOTION: Motion to enter into closed Administrative Session to discuss board and commission appointments pursuant to the provisions of the Annotated Code of Maryland, State Government Article, § 10-508 (a) (1) was made by Councilman Caporale, seconded by Councilman Bernard, and approved on a vote of 4-0.

AUTHORITY TO CLOSE SESSION:
Annotated Code of Maryland, State Government

- Section 10-508 (a) (1): to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals

TOPICS: Board and commission appointments

Minutes approved on: _____

Brian K. Grim, Mayor _____

ATTEST:
Marjorie A. Woodring, City Clerk _____

Mayor and City Council of Cumberland

Administrative Session Minutes

City Hall, 57 N. Liberty Street, Cumberland, MD 21502
Second Floor Conference Room
Tuesday, August 4, 2015
7:00 p.m.

PRESENT: Mayor Brian K. Grim; Council Members Nicole Alt-Myers, Seth Bernard, David Kauffman

ABSENT: Council Member David Caporale

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

MOTION: Motion to enter into closed Administrative Session to obtain legal advice pursuant to the provisions of the Annotated Code of Maryland, State Government Article, § 10-508 (a) (7) was made by Councilman Kauffman, seconded by Councilman Bernard, and approved on a vote of 4-0.

AUTHORITY TO CLOSE SESSION:
Annotated Code of Maryland, State Government

- Section 10-508 (a) (7): to consult with counsel to obtain legal advice on a legal matter

TOPICS: Legal matter

Minutes approved on: _____

Brian K. Grim, Mayor _____

ATTEST:
Marjorie A. Woodring, City Clerk _____

Regular Council Agenda
September 15, 2015

Description
Approval of the Administrative Session Minutes of July 7 and 21, and August 4, 2015

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
September 15, 2015

Description

Public hearing to receive requests from community organizations for an allocation of Hotel/Motel Funding for 2015-2016

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:** September 15, 2015

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

THAT the proposal of Turnbull, Hoover and Kahl, P.A., 217 Glenn Street, Suite 200, Cumberland, MD 21502, to audit the financial statements of the City for Fiscal Years 2015 – 2019, be and is hereby accepted in the following not-to-exceed amounts:

Fiscal Year	Amount
FY 2015	$141,750.00
FY 2016	$143,450.00
FY 2017	$145,500.00
FY 2018	$147,600.00
FY 2019	$149,800.00

BE IT FURTHER ORDERED, that the City and Auditor may extend this agreement an additional five (5) years at a mutually agreed upon fee.

_____

Brian K. Grim, Mayor

Analysis of Audit and Financial Services by Turnbull, Hoover & Kahl for **contract extension** per proposal and additional costs for financial assistance and consultation

Prior Contract - Order 25148

Initial Order just included audit costs

Fiscal Year	Amount	Increase %
Fiscal Year 2010	$ 60,450	
Fiscal Year 2011	$ 61,650	$ 1.020
Fiscal Year 2012	$ 62,900	$ 1.020
Fiscal Year 2013	$ 64,150	$ 1.020
Fiscal Year 2014	$ 65,450	$ 1.020

Prior Contract - Order 25.493

Order amended to include finaicial statement and other consultation services

Fiscal Year	Audit Services	Additional Budget Amount for Finaicial Statement Services		Actual Financial Services
Fiscal Year 2010	$ 66,750			$ 58,321.25
Fiscal Year 2011	$ 68,450		Total contract Amount	$ 39,820.00
Fiscal Year 2012	$ 62,900	$ 62,100	An amount up to $125,000	$ 54,573.75
Fiscal Year 2013	$ 64,150	$ 93,350	An amount up to $157,500	$ 38,280.00
Fiscal Year 2014	$ 65,450	$ 64,550	An amount up to $130,000	$ 38,251.25

NOTE: Page 8 of the current proposal allow for the continuation of the contract, subject to fee agreement

Proposed Contract

Fiscal Year	Audit Services Amount	Increase %	Financial Services	Total Contract Costs FY 2015 thru 2019
Fiscal Year 2015	$ 66,750	$ 1.020	75,000	$ 141,750
Fiscal Year 2016	$ 68,450	$ 1.025	75,000	$ 143,450
Fiscal Year 2017	$ 70,500	$ 1.030	75,000	$ 145,500
Fiscal Year 2018	$ 72,600	$ 1.030	75,000	$ 147,600
Fiscal Year 2019	$ 74,800	$ 1.030	75,000	$ 149,800

Requesting an allocation UP TO an additional $75,000 ;

- ➔ Conversion to the New World System Upgrade will require additional assistance
- ➔ Additional financial assistance will be needed to migrate from Excel files the auditors use to a new on-line CAFR system so that the City will be able to prepare all scjhedules for the CAFR.
- ➔ Any new GASB prononuncements or standards could require additional assistance

Services Included

Finaicial statement compilation services
Consultation for GASB changes
GASB Change interpretation, research and advice
Financial Reporting Changes

Examples of Critical changes

Other Post Employment Benefits - Health Care
Compensated Absences
Retirement Costs - Actuarial Valuations
Health Care - Incurred But Not Reported Costs(IBNR)
Wworker's Compensation - Incurred But Not Reported Costs (IBNR)

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

Turnbull Hoover & Kahl P.A. CPA

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

July 14, 2015

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

We are pleased to confirm our understanding of the services we are to provide the City of Cumberland (the City) for the years ended June 30, 2015, June 30, 2016, June 30, 2017, June 30, 2018, and June 30, 2019. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information and the related notes to the financial statements, which collectively comprise the basic financial statements, of the City as of and for the years ended June 30, 2015, June 30, 2016, June 30, 2017, June 30, 2018, and June 30, 2019. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

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

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

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

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

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

1. Introductory Section
2. Statistical Tables

Audit Objectives

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

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

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations.*

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing , and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with Circular A-133, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Mayor and City Council of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other that unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw for this engagement.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation in the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of the information. You are also responsible for providing us (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government form whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying vendor relationships in which the vendor responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others

where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grants agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review three months prior to the completion of each years audit.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

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

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

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

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award

programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures – Internal Control

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

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards,* and OMB Circular A-133.

Audit Procedures – Compliance

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

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

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

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

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

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

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

David W. Turnbull is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be $66,750, $68,450, $70,500, $72,600, and $74,800 for fiscal years 2015, 2016, 2017, 2018, and 2019

respectively. Interim billings will be submitted as work progresses and costs are incurred and are payable within thirty days. The fees are based on the following assumptions: timely cooperation from your personnel, your personnel preparing complete and accurate financial statements with related schedules and notes (we will provide the requested number of audit opinions), the scope of generally accepted accounting principles and generally accepted auditing standards remaining the same as 2014, your personnel duplicating and binding the financial statements, minimal audit adjusting entries being required, the City having only one major federal program required to be tested during single audit testing, the fund financial statements presenting no more than five major funds, expanded audit testing not being required because of the condition of the accounting system and records or implementation of new accounting systems, substantial consultations from your personnel not being required and that unexpected or unusual circumstances or transactions will not be encountered during the audit. If additional time is necessary as a result of the aforementioned items, we will bill you at the following hourly rates for each fiscal year:

	2015	2016	2017	2018	2019
Principal	205	210	215	220	225
Manager	155	160	165	170	175
Supervisor	135	140	145	150	155
Senior Staff	120	125	130	135	140
Junior Staff	95	100	105	110	115
Secretarial	35	40	40	40	40

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2012 peer review report accompanies this letter.

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

The City and auditor may extend this agreement an additional five years at a mutually agreed upon fee.

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

Kindest regards,

Turnbull, Hoover & Kahl, P.A.

Turnbull, Hoover & Kahl, P.A.

RESPONSE:

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

By: _____

Title: City Administrator

Date: _____

Regular Council Agenda
September 15, 2015

Description

Order accepting the proposal of Turnbull, Hoover and Kahl, PA, to provide audits of the financial statements of FY 2015 - FY 2019

Approval, Acceptance / Recommendation

The Finance Department recommends extending the prior agreement of 2010, which states that the City and Auditor may extend the audit agreement an additional five years at a mutually agreed upon fee.

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

2015 $141,750
2016 $143,450
2017 $145,500
2018 $147,600
2019 $149,800

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** September 15, 2015

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

THAT, the purchase of a command vehicle for the City of Cumberland C3I unit, paid for through Federal Forfeited Funds managed by the City of Cumberland, is hereby approved in an amount not to exceed One Hundred Twenty Thousand Dollars and No Cents ($120,000.00).

_____

Brian K. Grim, Mayor

Regular Council Agenda
September 15, 2015

Description

Order authorizing the purchase of a command vehicle for the C3I Unit, paid for through Federal Forfeited Funds managed by the City, in an amount not to exceed $120,000

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:** September 15, 2015

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

THAT, the Mayor be and is hereby authorized to execute a Construction Agreement by and between the Mayor and City Council of Cumberland and CSX Transportation, Inc., regarding the closure of the at-grade crossing of Pear Street in consideration for CSXT's construction and installation of new concrete crossing surfaces at the at-grade crossings at Valley and Knox Streets; and

BE IT FURTHER ORDERED, that the City shall reimburse CSXT the lump sum of $20,000 (Twenty Thousand Dollars and No Cents) in connection with the project; and

BE IT FURTHER ORDERED, that the City agrees to the permanent closure of the Pear Street Crossing.

_____

Brian K. Grim, Mayor

Project: **Cumberland, MD**
Pear Street At-Grade Crossing Closure
MP BF-178.87, DOT#145052U;
CSXT OP# TBD____

CONSTRUCTION AGREEMENT

This Construction Agreement ("**Agreement**") is made as of _____, 2015, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("**CSXT**"), and the Mayor and City Council of Cumberland, a body corporate and political subdivision of the State of Maryland ("**Municipality**").

EXPLANATORY STATEMENT

1. CSXT has requested and Municipality has agreed to allow the closure of the at-grade crossing of Pear Street (DOT number 145052U), located MP BF-178.87 (hereinafter, the "Pear Street Crossing") in consideration for CSXT's construction and installation of new concrete crossing surfaces at the at-grade crossings of CSXT railroad track at Valley Street (DOT number 145051M), located at railroad milepost BF-178.76, and Knox Street (DOT number 145050F), located at railroad milepost BF-178.56, all within the municipal corporate limits of the City of Cumberland, in Allegany County, Maryland, on CSXT's Baltimore Division, Keystone Subdivision (the "**Project**").

2. Municipality has obtained, or will obtain, all authorizations, permits and approvals from all local, state, and federal agencies and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.

3. Municipality acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Municipality contractors; and (ii) CSXT retains the paramount right to regulate all activities affecting its property and operations.

4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Intentionally deleted.

2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement, the said services to be provided in a good and workmanlike manner. Municipality agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations in compliance with all applicable federal, state and local laws and regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.

2.2 Intentionally deleted.

2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Municipality; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; and (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than **December 31, 2015,** unless the parties mutually agree to extend such date.

3. Special Provisions. Intentionally deleted.

4. Cost of Project and Reimbursement Procedures

4.1 Reimbursable Expenses. Municipality shall reimburse CSXT a lump sum amount of twenty thousand dollars ($20,000.00) toward costs and expenses incurred by CSXT in connection with the Project (the "**Reimbursable Expenses**").

4.2 Intentionally deleted.

4.3 Payment Terms.

4.3.1 Municipality shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on the Exhibit B attached hereto and made a part hereof (the "Payment Schedule").

4.3.2 In the event that Municipality fails to pay CSXT any sums due CSXT under this Agreement: (i) Municipality shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Municipality: (A) to immediately cease all further work on the Project, unless and until Municipality pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.3 All invoices from CSXT shall be delivered to Municipality in accordance with Section 16 of this Agreement. All payments by Municipality to CSXT shall be mailed to the following address or such other address as designated by CSXT's notice to Municipality:

CSX Transportation, Inc.
P.O. Box 116651
Atlanta, GA 30368-6651

4.4 Effect of Termination. Municipality's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.

5. Appropriations. Municipality represents to CSXT that Municipality has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses.

6. Easements and Licenses. CSXT shall acquire all necessary licenses, permits and easements required for the Project and Municipality shall cooperate with CSXT in its efforts to procure the same to the extent such cooperation is necessary or expedient.

7. Intentionally deleted.

8. Termination

8.1 By Municipality. For any reason, Municipality may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT.

8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Municipality in the event Municipality or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Municipality.

8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. If Municipality terminates this Agreement without good cause, it shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work, said reimbursement to be provided only to the extent actual expenses have exceeded the amount of the Reimbursable Expenses. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Municipality's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Municipality shall be to refund to Municipality payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4 and to refund any of the Reimbursable Expenses not yet expended on the Project.

8.4 Damages. Neither party shall be entitled to pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of the other party's default or termination of this Agreement or work on the Project.

9. Insurance. Intentionally deleted.

10. Ownership and Maintenance

10.1 By Municipality. Municipality shall maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, consisting of roadway pavement up to the outer ends of the railroad cross ties, sidewalks, guardrails, and curbs, in good and safe condition to CSXT's satisfaction. In the event Municipality fails to do so after reasonable notice from CSXT (unless an emergency condition exists or is imminent in the opinion of CSXT that requires immediate action), CSXT may perform such maintenance and repair, at Municipality's sole cost and expense.

10.2 Alterations. Municipality shall not undertake any alteration, modification or expansion of the Project, without the prior written approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require.

11. Pear Street Crossing Closure.

11.1 Municipality agrees to the permanent closure of the Pear Street Crossing. Municipality and CSXT fully recognize that the closure of the Pear Street Crossing pursuant to this Agreement is intended to be perpetual, and that one Party shall not petition any other Party or entity to reopen the subject at-grade crossing. It is also agreed by CSXT and Municipality that no new at-grade public or private crossing will be opened in the vicinity of the closed crossing. Subject to the foregoing, closure of the Pear Street Crossing is not intended to impact any existing public utilities or Municipality's access to such utilities. In furtherance of but not as a condition precedent to the foregoing, upon the execution of this Agreement, CSXT shall immediately make application to the City for the closure of the applicable portion of Pear Street and shall pursue closure of the same in accordance with Municipality's road closing procedures. It is expected that if the applicable portion of Pear Street is closed pursuant to Municipality's road closing procedures, the City will retain rights to certain easements for utilities. CSXT shall not charge any crossing or other fees for those easements retained by the City for its own benefit or for the benefit of others. If CSXT is not able to obtain legal title to the Pear Street Crossing via Municipality's road closing procedures, the Pear Street Crossing shall nevertheless remain permanently closed under the terms of this Agreement and CSXT will remain responsible for the repair and maintenance of its right-of-way through the Pear Street Crossing.

11.2 Upon completion of the Project, after the Pear Street Crossing has been closed and the crossings at Valley and Knox Streets have been improved as described on Exhibit A, and after CSXT has received payment for the Reimbursable Expenses, CSXT will provide Municipality a $7500 one-time contribution to use where and how Municipality sees fit.

12. Repair/Maintenance of Knox Street and Valley Street Crossings. CSXT shall repair and maintain the crossing surfaces at the Knox Street and Valley Street Crossings.

13. "Entire Agreement". This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

14. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

15. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Municipality shall not assign its rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.

16. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days

following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT:	CSX Transportation, Inc. 500 Water Street, J-301 Jacksonville, Florida 32202 Attention: Director Project Management – Public Projects
If to Municipality:	City of Cumberland 57 N. Liberty Street City Hall Cumberland, MD 21502 Attn: Jeff Rhodes, City Administrator

17. Severability The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

18. Applicable Law. This Agreement shall be governed by the laws of the State of Maryland, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated exclusively in Allegany County, Maryland, and the parties agree to submit to the personal jurisdiction of the District Court of Maryland for Allegany County and the Circuit Court for Allegany County, Maryland and waive any claims that either of such courts are independent forums.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

Mayor and City Council of Cumberland,
Maryland

By:_____
Brian K. Grim
Mayor

CSX TRANSPORTATION, INC.

By:_____
Tony C. Bellamy
Director Project Management – Public Projects

EXHIBIT A
ALLOCATION OF WORK

Subject to Section 2.1, CSXT shall perform or cause the following work to be performed in connection with the Project:

1. Reconstruct crossing/install new concrete crossing surface at both Valley Street and Knox Street at-grade crossings.
2. The removal of the crossing surface at Pear Street including the approach to Henderson Avenue, up to the curb line on the north side of railroad and the approach to the tracks on the south side of the railroad.
3. The removal of both active and passive crossing warning devices at Pear Street.
4. CSX will install barricades between the railroad tracks and the Pear Street turnaround.
5. CSX will install barricades between Henderson Avenue and the railroad to prevent access to the tracks
6. CSX will construct a paved turn around area on the south side of the railroad at Pear Street, without curbing, to be maintained by the city.
7. Flagging services and other protective services and devices as may be necessary.
8. CSXT shall be responsible for traffic control. Municipality shall provide such cooperation as is required.

EXHIBIT B

PAYMENT SCHEDULE

Advance Payment in Full

Upon execution and delivery of notice to proceed with the Project, Municipality will deposit with CSXT a sum equal to the Reimbursable Expenses of $20,000.00.

Regular Council Agenda
September 15, 2015

Description

Order authorizing the execution of a Construction Agreement with CSX Transportation regarding the closure of the railroad crossing at Pear Street in consideration for CSXT's construction and installation of new concrete crossing surfaces at Valley and Knox Streets and the City's reimbursement of $20,000 to CSXT

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:** September 15, 2015

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

THAT the provisions of Section 11-113 of the City Code, entitled "Open Containers of Alcohol," be and are hereby lifted on October 17, 2015 from 1:00 P.M. until 6:00 P.M. within a designated area on Centre Street from Baltimore Street to Frederick Street.

NOTWITHSTANDING THE FOREGOING, open glass containers shall not be permitted in the area defined above and Section 11-113 (a) of the City Code shall remain in force and effect as to open glass containers of alcoholic beverages in that area.

_____

Brian K. Grim, Mayor

Cumberland Mayor and City Council

9 / 10 / 15

On behalf of Ristorante Ottaviani I am requesting that Centre street(from Baltimore st. to Frederick st.) be closed to traffic and the "open container" ban be lifted on Saturday October 17th from 1pm to 6pm.

Ristorante Ottaviani is celebrating 10years in business downtown and would like to throw an "Italian" festival to commemorate the occasion. Our intention is to put on an event including music, games, food, drinks etc, other local business' and vendors. Alcohol would only be served to guests 21 years and older and those folks would be given stamps and wrist bands to indicate that.

I have personally spoken to most of the other establishments on North Centre st. and everyone is happy about it and wanting to be involved with the exception of The VAPOR room who said it would be ok with her as long as we did not have the street closed before 1pm. (I was originally asking for 11am to get set-up) but we can be good with 1pm.

Thank you for your prompt consideration.

Sincerely,

Tony Ottaviani

Ristorante Ottaviani

Regular Council Agenda
September 15, 2015

Description

Order lifting the provisions of Section 11-113 of the City Code, entitled "Open Containers of Alcohol," on Saturday, October 17, 2015. from 1:00 p.m. to 6:00 p.m. in a designated area on Centre Street, extending from Baltimore Street to Frederick Street

Approval, Acceptance / Recommendation

The City Police Department has been notified and has given their approval.

☐ 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:** September 15, 2015

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

THAT, the following Residential Exemptions from the Special Taxing District Levy for 2015-2016 tax year be and are hereby granted:

Property Owner	Property Location	Total Tax Due	Exemption Amt.
Ernest Gusella/Tomiyo Sasaki	33 N. Centre Street Tax No. 14002847	$ 383.36	$ 711.95
James L. Baker/JoAnn Circosta	107 S. Centre Street Tax No. 04031601	$273.19	$320.76

BE IT FURTHER ORDERED, That this exemption is hereby granted pursuant to the provisions of Section 235 of the City Charter.

_____

Brian K. Grim, Mayor

REQUEST FOR EXEMPTION

SPECIAL TAXING DISTRICT

I hereby request an exemption from the Special Taxing District Levy for property owned by me at:

33 N. Centre St.
Cumberland, MD
21502

My request is based upon the fact that this property is used for:

Industrial 35% storefront/storage

Residential 65% (floors 2 + 3)

If only part of the property is used for an exempt purpose, designate the portions so used:

Residential use 65%
(Floors 2 + 3)
Store Front/storage - 35%

14 002847

4P 84070 = 383.36 Billable
156130 = 711.95 Abate

Signed Sasaki

Date Aug. 01/2015

SPECIAL TAXING DISTRICT

REQUEST FOR EXEMPTION

Tax Year 2015

I James L. Baker / Jo Ann Cirrosta request an exemption from the Special Taxing District Levy for property owned by me at:

107 So. Centre St.
Cumberland, MD 21502

My request is based upon the fact that this property is used for:

Industrial _____

Residential ✓

If only part of the property is used for an exempt purpose, designate the percentage so used:

Industrial % _____

Residential % 54%

Signed [signature]

Date 6/12/15

04 031601

US 119664 = 320.76 Abate

101936 = 273.19 Billable

JAMES L. BAKER
JO ANN CIRCOSTA PH D
107 S CENTRE ST.
CUMBERLAND, MD 21502-3022

July 20, 2015

Ms. Margie Eirich
City of Cumberland
57 North Liberty St
Cumberland, MD 21502

Re: Special Tax: 107 S Centre St

Dear Ms. Eirich:

Enclosed is a request for partial exemption of the "special tax" for our property which is our primary residence.

Please call me (502-797-0881) or James (502-396-7337) if there are any questions or if any additional documents are needed.

Thank you and best regards,

Jo Ann Circosta

Regular Council Agenda
September 15, 2015

Description

Order authorizing Special Taxing District exemptions for properties at 33 N. Centre Street in the amount of $711.95, and 107 S. Centre Street in the amount of $320.76

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

210 South Street
Cumberland, Maryland 21502

September 7, 2015

Mayor and City Council of Cumberland, Maryland
57 North Liberty Street
Cumberland, Maryland 21502

Dear Mayor Grim and Members of the Cumberland City Council:

Writing on behalf of the "Dotty Appel Mini-Marathon" Committee, I am requesting the assistance of the City of Cumberland for the 2.62 mile race and one mile walk, scheduled to start at 8:00 a.m. on Saturday, October 31, 2015, at Greenway Avenue Stadium. The purpose of the race/walk is to raise funds for the "Dotty Appel Scholarship" that annually benefits a student at Fort Hill High School.

Specifically, the Committee is requesting the following:

- Safety cones and barriers placed along the course prior to the start of the race;
- Police patrol at major intersections and possibly a police motorcycle escort leading the race;
- An ambulance following the last participant in the race and remaining stationed at Greenway Avenue Stadium for 30 minutes after the race is completed; and
- Safety cones and barriers picked up immediately after the conclusion of the race.

The course layout is as follows:

- 400 meters on the track at Greenway Avenue Stadium;
- Exist the stadium via the main (ambulance) gate and take an immediate left onto Greenway Avenue;
- Take a left onto Penhurst Avenue;
- Take a left onto Avondale Avenue;
- Cross Williams Street and take a right into Constitution Park;
- Follow the road that travels behind the Amphitheatre and comes out by the swimming pool;
- Take a left just past the water fountain island (on the road in front of the swimming pool) and stay on the road that runs on the right field side of the baseball field;
- Take a right into the parking lot behind home plate of the baseball field heading in the direction of the Mayor's Monument;
- Turn-around at the end of the parking lot; and
- Travel back to Greenway Avenue Stadium in the reverse direction following the same streets.

The one mile walk follows the same path, but it turns around at the end of the parking lot on Avondale Avenue and returns to the stadium.

Please know I am willing to meet with Captain Leake and others to discuss the plans for the race.

Please let me know as soon as possible if the City of Cumberland is willing to assist with this worthwhile event.

Thank you, and I look forward to hearing from you very soon.

Respectfully,

George D. Brown

George D. Brown, Race Director
301.707.9026 or 301.724.0733

Regular Council Agenda
September 15, 2015

Description

Letter requesting approval of the 2015 Dotty Appel Mini-Marathon, to be held Saturday, October 31,2015, at 8:00 a.m., beginning at Greenway Ave. Stadium and following a pre-designated course

Approval, Acceptance / Recommendation

The City Police Department has been notified and has given their approval.

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)