



MARYLAND

**SALISBURY CITY COUNCIL
WORK SESSION AGENDA**

AUGUST 5, 2013

**COUNCIL CHAMBERS, ROOM 301
GOVERNMENT OFFICE BUILDING**

- 4:30 p.m. Merritt Mill Road/Smith Annexation – Introduction – Chris Jekubiak/Keith Hall
- 5:00 p.m. Resolution to support Phase II funding of Skatepark – Deborah Stam
- 5:15 p.m. N.E. Collector Hike/Bike Trail - MOU with DOT for Phase II – Amanda Pollack
- 5:30 p.m. EDU Incentive Area (Ordinance No. 2258) – Amanda Pollack
- 6:00 p.m. Habitual Offenders – Susan Phillips/Mark Tilghman
- 6:30 p.m. City Employees Pay Study – Mayor Ireton/Tom Stevenson
- 7:15 p.m. City Attorney/City Clerk evaluations – Council Discussion
- 7:45 p.m. General Discussion
- 8:00 p.m. Adjournment

*Times shown are approximate. Council reserves the right to adjust the agenda as circumstances warrant.
The Council reserves the right to convene in Closed Session as permitted under the Annotated Code of Maryland 10-503(a).*

Memo

To: City Council
From: Tom Stevenson
Date: July 31, 2013
Re: Merritt Mill Road/Smith Annexation

Attached are the following materials related to the proposed annexation known as the Merritt Mill Road/Smith Annexation:

- Annexation Agreement
- Concept Development Plan
- County Zoning Map

cc: Mayor Ireton
Jack Lenox
Keith Hall
Kim Nichols
Chris Jekubiak

DRAFT

(For July 15, 2013 City Council Work Session)

ANNEXATION AGREEMENT

Merritt Mill Road / Smith Annexation

THIS AGREEMENT is made this ___ day of _____, 2013, by and between the City of Salisbury, a municipal corporation of the State of Maryland (hereinafter, "the City"), the Estate of Marian H. Smith (hereinafter, "the Owner") represented by Thomas F. Johnson, Jr. Personal Representative of the Estate of Marian H. Smith at 128 E. Main Street, Salisbury, Maryland 21801.

RECITALS

WHEREAS, the Owner is the record owner of certain real property located in Wicomico County, Maryland, (hereinafter, "the Property"), and more particularly described in Attachment A attached hereto and made a part hereof; and

WHEREAS, the Owner/Assignee desires to construct upon the Property a residential development project;

WHEREAS, the Property is not presently within the corporate boundaries of the City and is therefore ineligible to receive certain municipal services, including municipal water and wastewater service, that the Owner desires to obtain for the Property; and

WHEREAS, the Owner desires that the City annex the Property and the City desires to annex the Property, provided that certain conditions are satisfied; and

WHEREAS, pursuant to the authority contained in Article 23A of the Annotated Code of Maryland, Sections 19(b) and (n), the Owner and the City have agreed that the following conditions and circumstances will apply to the annexation proceedings and to the Property.

WITNESSETH:

1. WARRANTIES AND REPRESENTATIONS OF CITY:

- A. The City of Salisbury, the Salisbury-Wicomico County Planning Commission and staff will be guided by this Agreement throughout the review of any development plans submitted for the Property to ensure that the provisions of this Agreement are specifically implemented and the Property is developed in substantial conformance with the concept development plan which is made part of this Agreement. Any approval granted to a development plan by any commission, board, body, or agent of the City shall be in substantial conformance with the terms and conditions of this Agreement and the appurtenant concept development plan.
- B. The parties understand and agree that the City's herein provided covenant of support is not intended, nor could it be construed, to legally prohibit the City from enacting such future ordinances or charter provisions or engineering standards or amendments deemed necessary to protect the public health, safety and welfare of the residents of the City, nor from applying such ordinances or charter provisions to the development of the Property, provided such application does not operate to divest prior approvals, nor interfere with the Owner/Assignee's vested rights to any greater extent than the impact of such ordinances and charter resolutions upon other similarly-situated properties within the City's boundaries.

2. WARRANTIES AND REPRESENTATIONS OF THE OWNER:

A. This Agreement constitutes the formal written consent to annexation by the Owner as required by Article 23A, Section 19(b). The Owner acknowledges that it will receive a benefit from annexation and agrees, as a bargained-for condition and circumstances applicable to the annexation, that it waives and completely relinquishes any right to withdraw its consent to annexation from the date of execution of this Agreement by all parties. The Owner further agrees that it will not petition the Annexation Resolution to referendum and that, in the event of a referendum in which it is permitted to vote, that it shall vote in favor of the Annexation Resolution.

B. The Owner warrants and represents that it has full authority to sign this Agreement and that it is in fact the sole owner of the real property encompassed in the Property and more particularly described in Attachment A, and that there is no action pending against it or involving it that would in any way affect its right and authority to execute this Agreement.

C. The Owner warrants and represents that it has the full power and authority to sign this Agreement and is, in fact, the sole owner of not less than Twenty-five Percent (25%) of the assessed valuation of the real property within the Property.

3. APPLICATION OF CITY CODE AND CHARTER

From and after the effective date of the Annexation Resolution implementing this Agreement, all provisions of the Charter and Code of the City shall have full force and effect within the Property except as otherwise specifically provided herein.

4. MUNICIPAL ZONING

Upon the effective date of the Annexation Resolution implementing this Agreement, the Property will be zoned "R-8A" and the density of housing units on the Property shall not exceed 6.5 units per acre.

5. MUNICIPAL SERVICES

Upon the effective date of the Annexation Resolution implementing this Agreement, the City will make the Property eligible to receive all applicable municipal services to the extent that the necessary public facilities exist to provide such services. Any allocation of capacity and/or services will be made by the City according to adopted allocation plans which may be in effect at the time the Owner/Assignee makes request for such capacity and/or services.

6. STANDARDS AND CRITERIA

Should any environmental, engineering, or other similar standard or criteria specifically noted in this Agreement be exceeded by any local, State, or Federal standard, criteria, or regulation, which may be adopted subsequent to the execution of this Agreement, the newer stricter standard, criteria or regulation shall apply.

7. CITY BOUNDARY MARKERS

The Owner/Assignee will fund and install City of Salisbury survey boundary markers at the boundary lines to the newly enlarged City boundaries and will provide receipt of such work completed to the City within one year of the expiration of the 45-day referendum period. The Owner/Assignee agrees that failure to comply with this provision will subject the Owner/Assignee to payment of a fee to the City of Salisbury made payable prior to any development plan approval of \$10,000.00 plus the cost for the City's surveyor to complete the work.

8. DEVELOPMENT CONSIDERATIONS:

A. Costs and Fees: The Owner agrees that it will pay costs of annexation to the City, including but not limited to the City's costs for legal fees, planning, and other consulting fees in connection with the preparation of this Agreement and/or the necessary annexation resolution and related documents, for publication of any required notices, and for any other cost or expense reasonably related, in the City's sole judgment, to the annexation.

B. The Owner and City agree that the Property will be developed consistent with the regulations of the zoning district classification referenced in the Annexation Resolution and in substantial conformance with the concept development plan, shown as Attachment B.

C. Contribution to Area Improvement: The parties acknowledge that the proposed development of the Property will need to be reviewed and approved by the Salisbury-Wicomico County Planning Commission which will assess the development's impacts on area facilities and services prior to granting final approval(s) and may therefore place additional specific requirements on the project to address its impacts. Notwithstanding this and as a condition of annexation, the Owner/Assignee agrees to:

- i. Pay an assessment to the City in the amount of \$1,800.00 per dwelling unit prior to the issuance of a building permit as a contribution to municipal park, police, and fire facilities. This development assessment is understood by the parties to be in addition to and independent of the City's water and sewer comprehensive connection charges, any impact fees imposed by Wicomico County or the City, and any assessments or construction requirements that may be required to be paid or made under paragraphs D and E of this section or elsewhere.
- ii. To design, construct and install at the Owner's/Assignee's sole expense curbs, gutters, sidewalks, street lights, and street trees along the Property's frontage with Merritt Mill Road to City standards and specifications as part of the development of the Property and under the terms and conditions of a Public Works Agreement to be made between the Owner/Assignee and the City and/or County Department of Public Works.
- iii. To design and construct public sanitary sewer facilities as needed to serve the development on the Property. The parties acknowledge that connection to the existing public sewer system will need to be approved by the Department of Public Works. The parties acknowledge that the City Department of Public Works may require the Owner/Assignee to install at Owner/Assignee expense oversized pipes to accommodate future development. Owner/Assignee will be reimbursed these costs upon future development which utilizes this system.
- iv. Design and construct a public water distribution main as needed to serve development on the Property. Connection to the existing public water system will need to be approved by the Department of Public Works. A loop connection of the proposed water main to the existing water main in Merritt Mill Road will be required to be provided by the Owner/Assignee.

- v. Prior to making any connection to the sanitary sewer system, pay a pro-rata share of the cost of upgrading the Parkside Sewage Pump Station as to be determined by the Department of Public Works and consistent with other developments tying into this pump station.
- vi. As part of the development of the property, design and construct all offsite storm drainage facilities needed by the development. The parties acknowledge that the City Department of Public Works may require the Owner/Assignee to install at Owner/Assignee expense oversized pipes to accommodate future development. City shall reimburse the Owner/Assignee the additional costs as others tie-in.
- vii. When developed, dedicate right-of-way for all public streets, including acceleration and deceleration lanes on Merritt Mill Road, and a separate pedestrian/bicycle lane along the full length of the Property's frontage with Merritt Mill Road. Provide a 10-foot City of Salisbury utility easement adjoining all public streets on the Property and along the Property's frontage with Merritt Mill Road, for City utility locations.

D. Re-investment in Existing Neighborhoods: The Owner/Assignee agrees to pay a development assessment to the City in the amount of \$3,090.00 for each dwelling unit to be constructed prior to the issuance of a building permit. This development assessment is understood by the parties to be intended for use by the City in its sole discretion for beautification, restoration, and revitalization improvements to existing neighborhoods in the City and which development assessment is understood by the parties to be in addition to and independent of the City's water and sewer comprehensive connection charges, any impact fees imposed by the County or the City, and any assessments that may be required to be paid under paragraphs C and E of this section or elsewhere.

E. Contribution to Housing Affordability-Workforce/Affordable Housing: The Owner/Assignee agrees to pay a development assessment of \$2,000.00 per residential dwelling unit to the City of Salisbury prior to the issuance of a building permit. This development assessment is understood by the parties to be intended for use by the City in promoting the implementation of workforce or affordable housing programs to help close the gap between the market rate price of dwelling units in the City and the actual price that a prospective purchaser could afford, as determined by the City.

F. Escalation of Development Assessments: The per unit assessments set forth in paragraphs C, D, and E are subject to adjustment to reflect inflation. Beginning on January 1, 2014, the per unit assessments shall be subject to adjustment for inflation and this adjustment shall take place annually on the first day of January and continue until all assessments are paid. The assessments shall be adjusted by the percent change in the CPI during the previous 12-month period. The CPI to be used is the Consumer Price Index-U, All City Average, Unadjusted, published by the Bureau of Labor Statistics.

G. Community / Environmental Design:

- i. At time of development, the Owner/Assignee agrees to accommodate pedestrian and bicycle access from Merritt Mill Road through the Property to the southernmost property line. Pursuant to this agreement and as contemplated on the concept development plan, the Owner/Assignee agrees to install, improve, and dedicate an 8-foot wide pedestrian/bicycle trail through the Property at time of development approval and to provide a 15-foot wide perpetual public use easement over the trail to the City of Salisbury.
- ii. The Owner/Assignee agrees to submit for Salisbury-Wicomico County Planning Commission approval, architectural and landscaping design standards that will guide and promote a unified appearance to the development on the Property.
- iii. The Owner/Assignee agrees to arrange the layout of walkways so as to connect these walkways to existing walkways or mutually agreed proposed walkways of the east side; and to arrange the layout of internal streets and walkways as indicated on the concept development plan for possible future connection to the undeveloped parcel adjoining the west side.
- iv. The Owner/Assignee agrees to achieve LEED credit points in collaboration with the Planning Commission for the project using the rating system established by the United States Green Building Council's 2009 LEED for Neighborhood Development Rating System (as Updated in 2011). The City and Owner/Assignee acknowledge that certain points under the rating system are unattainable because of the project's location, its context, existing available services and established City criteria. Understanding this, and in order to establish a baseline, the City and Owner/Assignee will first agree to the total sum of LEED points unattainable due to these factors that are beyond the control of the Owner/Assignee. The sum of these points will then be deducted from the total points possible; the difference then divided by the total points possible to arrive at a baseline quotient. Prior to development approval, the Owner/Assignee shall submit specific findings, accepted by the Director of Planning, to demonstrate to the satisfaction of the Salisbury/Wicomico Planning Commission that the project has achieved, or would achieve upon development, the credit points needed for LEED Silver Certification when multiplied by the baseline quotient. In keeping with this provision, the Owner/Assignee agrees specifically to adhere to the following energy and environmental performance standards:
 - Site lighting fixtures shall be energy efficient and, where possible, shall utilize LED lamps for energy efficiency and long lamp life. Any streetlights shall also be selected for highest efficiency but recognizing that they will ultimately be owned and maintained by the City of Salisbury, the selection of streetlights shall be made in conjunction with the City of Salisbury Department of Public Works.

- The Property's entire stormwater management system will be designed in collaboration with a Maryland Registered and LEED certified design professional with utmost and demonstrated consideration given to the following: substantial limitations on impervious surfaces, stormwater infiltration, bio-retention, open channel conveyance, and other best management practices. At time of development, the Owner/Assignee agrees to plant at least two shade trees on the Property for each residential dwelling unit proposed for the Property.
- Roadway and parking lot construction shall be accomplished using recycled aggregates and base material where available from local sources.
- The HVAC systems in all building(s) on the Property shall be high-efficiency units. Air conditioning compressors for all dwelling units on the Property will be 17 SEER, minimum unless and until higher federal, state, or local standards are required.
- No HOA covenants or declaration shall prevent the use of solar panels for individual residences.
- Water-saving plumbing fixtures shall be used in all buildings on the Property.
- Building roofing materials on the Property shall be selected for energy efficiency and to minimize the heat island effect of dark roof coverings.

H. Prior to development, the Owner/Assignee agrees to undertake a traffic study of the impact of development of the Property to area roadways and intersections and to design and construct improvements found by the Department of Public Works to be needed to mitigate negative impacts of the development which is to be set forth in a Public Works Agreement with the City and/or County to effectuate those improvements.

I. The Owner/Assignee represents that it will establish and incorporate a Homeowners' Association (HOA) covering all dwelling units on the Property and such Association shall take ownership, control, and responsibility of and for the maintenance and upkeep of any common areas and public amenities to be provided within the proposed development, other than streets and/or other facilities to be accepted and maintained by the City.

J. The parties acknowledge and agree that the obligations set forth herein on the part of both parties pertain to the Property, unless otherwise expressly stated herein.

8. RECORD PLAT:

When the property is developed, the Owner/Assignee will provide the City with a copy of the final record plat for the development.

9. MISCELLANEOUS:

A. The obligations of the parties hereto set forth herein are contingent upon the adoption of an Annexation Resolution effecting the annexation of the Property by the Mayor and City Council of the City of Salisbury and shall be void in the event the City fails to effect such annexation or such annexation is invalidated by referendum or otherwise.

B. The use of singular verb, noun and pronoun forms in this Agreement shall also include the plural forms where such usage is appropriate; the use of the pronoun "it" shall also include, where appropriate "he" or "she" and the possessive pronoun "its" shall also include, where appropriate, "his" "hers" and "theirs."

C. From time to time after the date of this Annexation Agreement, the parties, without charge to each other, will perform such other acts, and will execute, acknowledge and will furnish to the other such instruments, documents, materials and information which either party reasonably may request, in order to effect the consummation of the transactions provided for in this Agreement.

D. Upon annexation, this Agreement, which includes all exhibits, schedules and addenda hereto, each of which is incorporated in this Agreement by this reference, shall be recorded among the Land Records of Wicomico County and shall run with the land and be binding upon and inure to the benefit of the parties, their heirs, successors and assigns, and embodies and constitutes the entire understanding, representations, and statements, whether oral or written, are merged in this Annexation Agreement. The parties may renegotiate the terms hereof by mutual agreement, subsequent to the effective date of any Annexation Resolution adopted by the City pursuant hereto, provided that neither this Agreement nor any provisions hereof may be waived, modified or amended unless such modification is in writing and is signed by the party against whom the enforcement of such waiver, modification or amendment is sought, and then only to the extent set forth in such instrument.

E. The parties hereto acknowledge that, in entering into this Agreement, neither party has been induced by, nor has relied upon, nor included as part of the basis of the bargain herein, any representations or statement, whether express or implied, made by any agent, representative or employee, which representation or statement is not expressly set forth in this Agreement.

F. This Agreement shall be construed according to its plain meaning without giving regard to any inference or implication arising from the fact that it may have been drafted in whole or in part by or for any one of the parties hereto.

G. This Agreement, its benefit and burden, shall be assignable, in whole or in part, by the Owner without the consent of the City or of its elected officials, employees or agents, to any purchasers or contract purchasers of the property or any party thereof. However, the Owner will not transfer or pledge as security for any debt or obligation, any interest in all or part of the Annexation Area, without first obtaining the written consent and acknowledgement of the transferee or pledgee to the Annexation Agreement and to the complete observance hereof. The Owner shall provide the City with copies of all documents of transfer or assignment, including exhibits when the documents are fully executed, regardless of recordation.

H. The captions in any Agreement are inserted for convenience only, and in no way define, describe or limit the scope of intent of this Agreement or any of the provisions hereof.

I. The laws of the State of Maryland shall govern the interpretation, validity, and construction of the terms and provisions of this Agreement. If any term or provision of this Agreement is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall, nevertheless, remain in full force and effect. Any suit to enforce the terms hereof or for damages or other remedy for the breach or alleged breach hereof shall be brought exclusively in the Courts of the State of Maryland in Wicomico County and the parties expressly consent to the jurisdiction thereof and waive any right that they might otherwise have to bring such action in or transfer or remove such action to the courts of any other jurisdiction.

J. All notices and other communications under this Agreement shall be in writing. Such notice shall be deemed to have been given when personally delivered to the party or parties or when enclosed in an envelope having the proper postage, addressed to the party or parties to receive such and deposited, as certified mail, return receipt requested, at a United States Post Office. The date at which such notice shall be deemed to have been given shall be the date of such deposit in the mail.

IF TO THE CITY: Thomas Stevenson, City Administrator
125 North Division Street
Salisbury, Maryland 21801

WITH A COPY TO: S. Mark Tilghman, City Attorney
1185 Broad Street
P.O. Box 910
Salisbury, Maryland 21803

IF TO THE OWNER: Thomas F. Johnson, Jr., Pers. Representative
128 East Main Street
Salisbury, Maryland 21801

The parties hereto shall be responsible for notifying each other of any change of address.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

WITNESS: THE CITY OF _____, MARYLAND

By: _____

WITNESS/ATTEST: **OWNER:** Estate of Marian H. Smith

By: _____
Thomas F. Johnson Jr., Personal Representative

APPROVED AS TO FORM:

_____, City Attorney

STATE OF MARYLAND
COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, _____, before me, a Notary Public in and for the State aforesaid, personally appeared _____, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be a duly elected official of the **City of Salisbury**, a municipal corporation of the State of Maryland, and that said official, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation as such official.

WITNESS my hand and notarial seal.

Notary Public (SEAL)

My Commission Expires: _____

I HEREBY CERTIFY, that on this _____ day of _____, _____, before me, a Notary Public in and for the State aforesaid, personally appeared **Thomas F. Johnson, Jr.**, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be the **Personal Representative of the Estate of Marian H. Smith**, and that, being duly authorized so to do, he executed the foregoing instrument for the purposes therein contained, by signing his name.

WITNESS my hand and notarial seal.

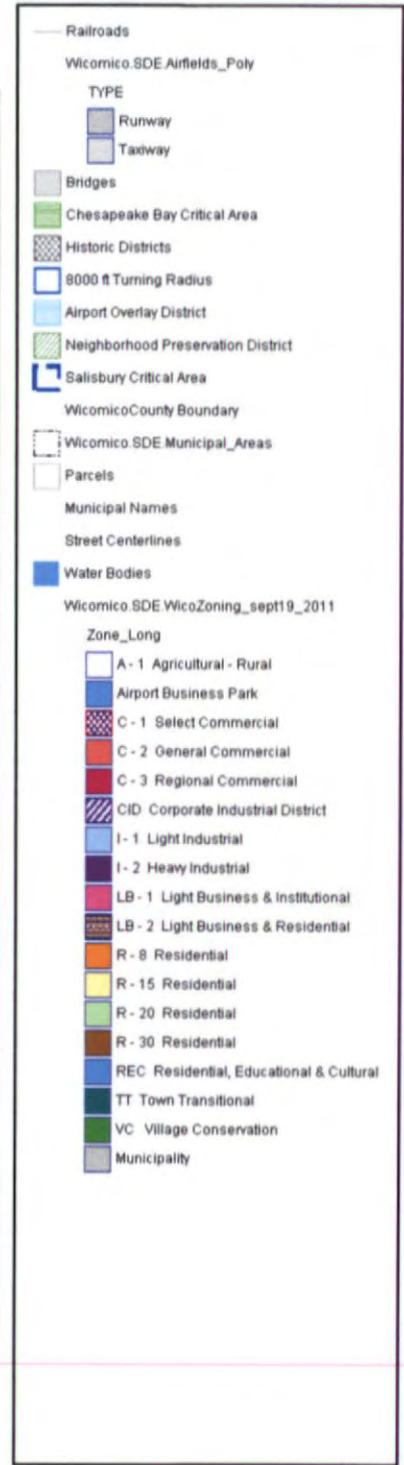
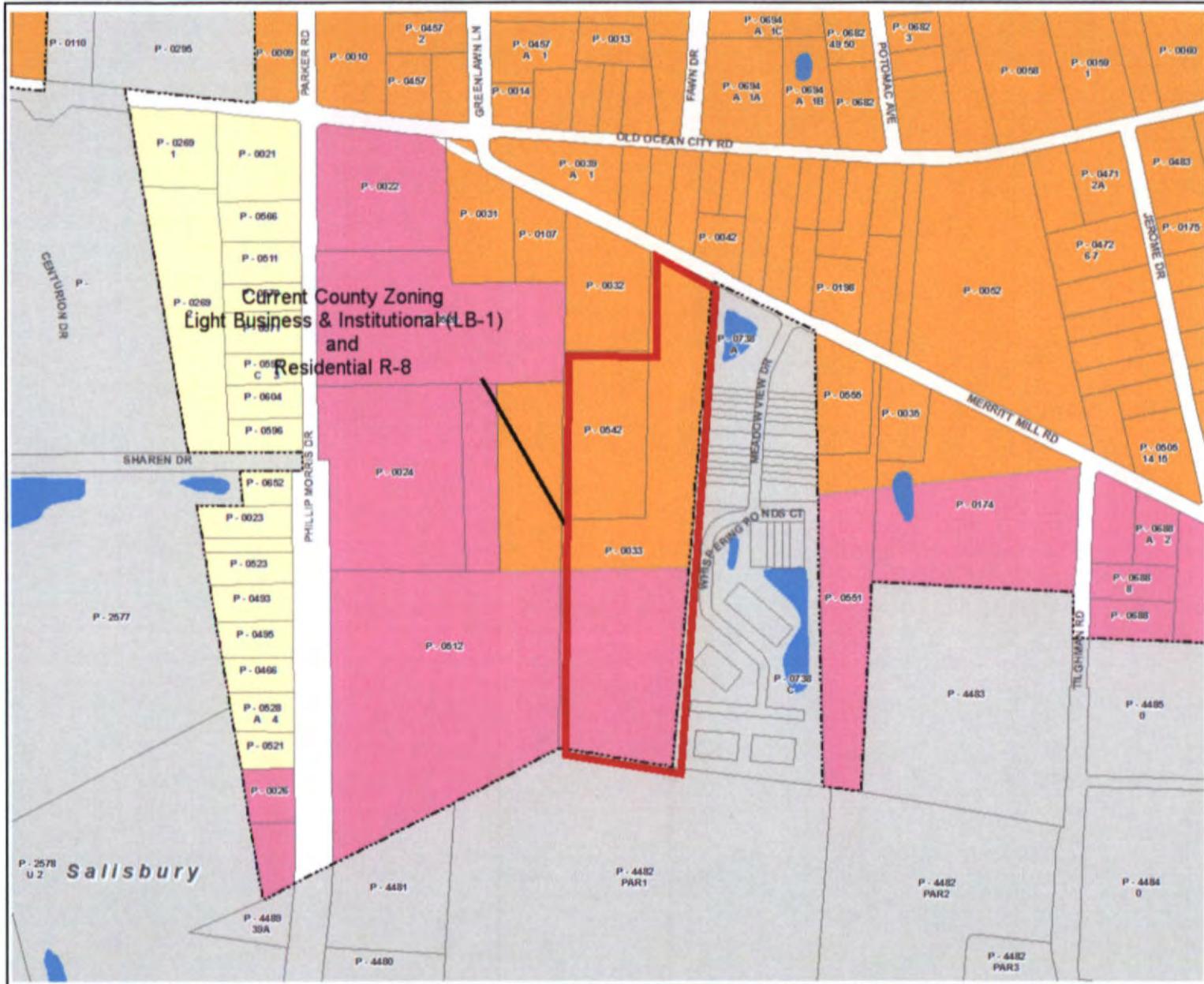
Notary Public (SEAL)

My Commission Expires: _____

I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of an attorney duly admitted to practice before the Court of Appeals of Maryland.

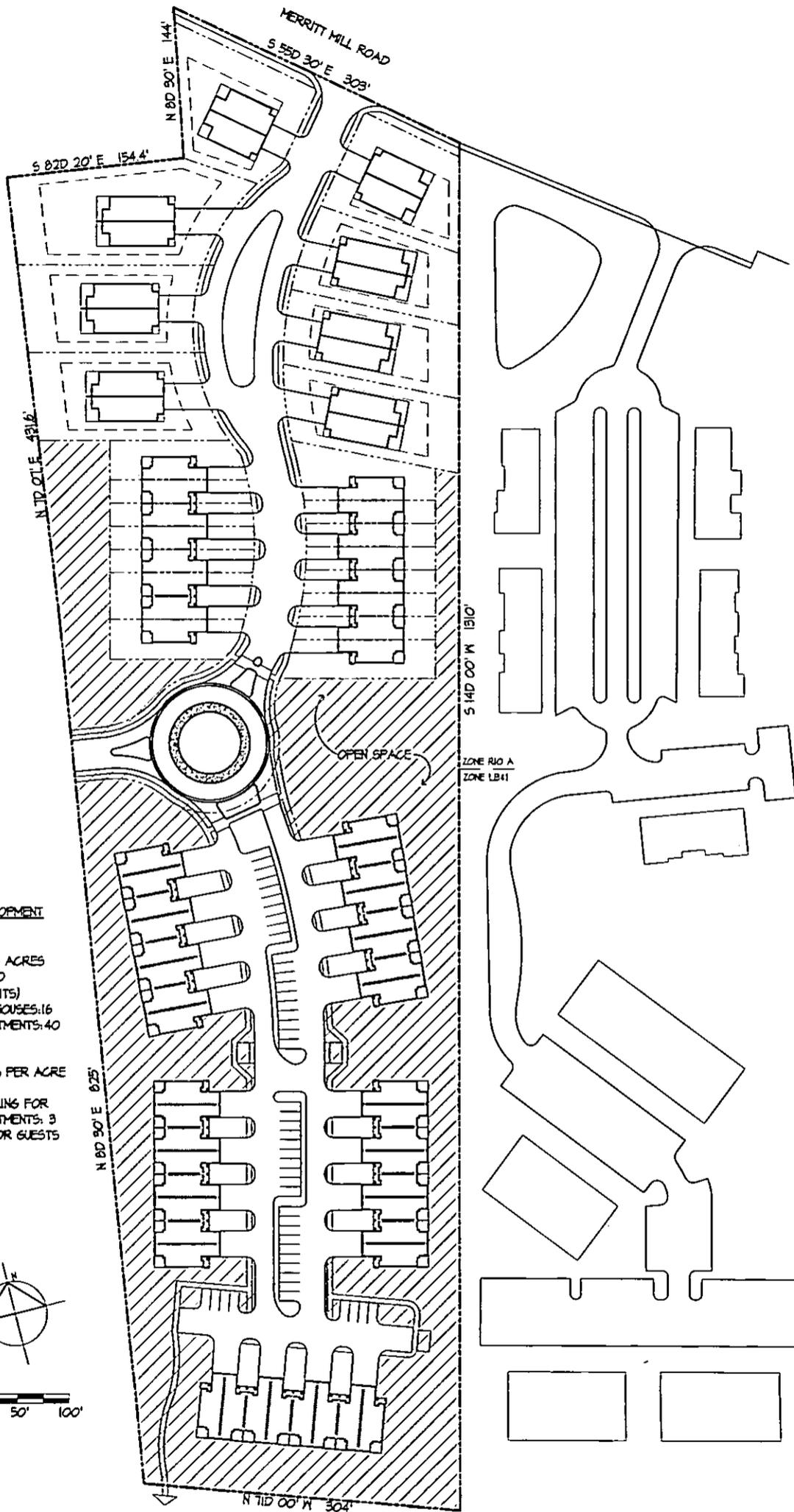
_____, City Attorney

WICOMICO COUNTY ZONING MAP



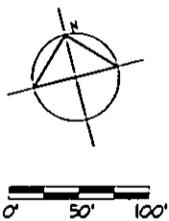
119 ft

Smith Annexation / Merritt Mill Rd - County Zoning Map



PROPOSED DEVELOPMENT
 ZONING: R-8A
 11.21 ACRES
 OPEN SPACE: 3.34 ACRES
 OPEN SPACE %: 30
 DUPLEXES: 8 (16 UNITS)
 FEE SIMPLE TOWNHOUSES: 16
 TOWNHOUSE APARTMENTS: 40 UNITS
 TOTAL UNITS: 72
 DENSITY: 6.5 UNITS PER ACRE

 OFF STREET PARKING FOR
 TOWNHOUSE APARTMENTS: 3
 PER UNIT + 20% FOR GUESTS



DAVIS BOWEN & FRIEDEL, INC.
 ONE PLAZA EAST
 SALISBURY MD
 410-543-9091

PRELIMINARY SITE PLAN DESIGN # 6/14
 MAP 39 GRID 7 PARCELS 33 & 542
 MERRITT MILL ROAD
 SALISBURY, MD
 SCALE 1"=100'

SK-7.5.11
 JULY 5, 2011
 1 OF 1
 1954A001

Office of Community Development

MEMO

To: Tom Stevenson

From: Deborah Stam

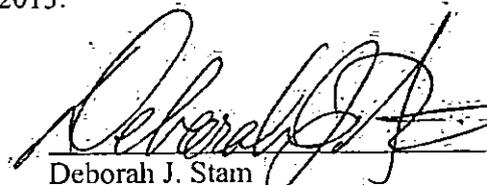
Subject: Resolution of Support for the FY 2015 Community Parks & Playgrounds (CP&P) Funding Application - Salisbury Skatepark, Phase 2

Date: July 26, 2013

As you are aware, we are preparing to submit a Community Parks & Playgrounds (CP&P) funding application to the Maryland Department of Natural Resources (DNR) for the FY 2015 funding round. This application will be for \$353,000 in CP&P funding for Phase 2 of the Salisbury Skatepark project.

The skatepark project has been broken into two phases in order to make it more affordable. The total area available at the site is approximately 14,000 square feet. Phase 1 has been funded through CP&P for 6,000 square feet, and Phase 2 will be 8,000 square feet. Phase 2 of the Skatepark will include the design and construction of 8,000 square feet of poured-in-place concrete skatepark, the remaining fencing, entrance and exit security gates, benches, trash cans, a bike rack, the creation of the parking areas, and portable toilets. The signage for the project was covered in the Phase 1 grant.

Attached is a copy of the Community Parks & Playgrounds Project Agreement section of the FY 2015 application, with the updated project description and cost estimates. Also attached is a Resolution of Support for the City's CP&P funding application. Please forward this Resolution to the City Council so that it may be placed on their agenda for the work session on August 5, 2013, and the council meeting on August 12, 2013.



Deborah J. Stam
Community Development Director

Attachments

Maryland Department of Natural Resources
 Program Open Space
 Community Parks and Playgrounds (CP&P) Program

Community Parks and Playgrounds Project Agreement

Shaded Areas For
 State Use Only

1. APPLICANT'S FEDERAL ID # 52-6000806 CP&P PROJECT # [REDACTED]

2. PROJECT TITLE Salisbury Skatepark, Phase 2

3. APPLICANT City of Salisbury / Wicomico
 (Municipality or Baltimore City) (Specify County)

4. LEGISLATIVE DISTRICT 38th LAST CP&P GRANT ISSUED ON THIS SITE # _____

5. PROJECT LOCATION: Street Address: 900 Block of South Park Drive
 City/Town: Salisbury Zip Code: 21804
 County Tax Map # 112 Grid 11 Parcel # 1886 Part of ADC Road Map 8th Edition # _____ Map # 13 Grid Ltr D Grid # 13

6. PROJECT DESCRIPTION: (Descriptions are written into the agenda item, which is presented to the Maryland Board of Public Works for approval. Attach a separate sheet, if necessary.)

Please see attached separate sheet for project description.

7. a. LOCAL FUNDS	\$	10,000	2.2 % (Specify Source/Type)	Fundraising Proceeds
b. OTHER FUNDS	\$	100,000	21.6 % (Specify Source/Type)	POS Grant Funds
c. CP&P FUNDS REQUESTED	\$	353,000	76.2 %	
TOTAL PROJECT COST \$		463,000	100 %	

8. LOCAL PROJECT COORDINATOR:

Deborah J. Stam	Community Development Director	dstam@ci.salisbury.md.us	(410) 334-3031
(Print Name)	(Print Title)	(E-mail address)	(Telephone Number)
125 North Division Street	Salisbury	MD	21801
(Address)	(City)	(State)	(Zip)
			(410) 334-3033
			(Fax Number)

9. PROJECT PERIOD: From: [REDACTED] (Date of Letter of Acknowledgement/Concurrence)
 To: _____ (When project will be completed)

Salisbury Skatepark – Project Description – FY 2015

The City of Salisbury has a large number of youth (and many adults) that love to go skateboarding, but they have nowhere locally that they can skate. The closest skating facilities are a small private skatepark in Ocean Pines, MD (28 miles away), and a large skatepark in Ocean City, MD (35 miles away) which charges a fee for skating. Kids who have no transportation and/or no money are left with no way to enjoy their sport of choice. The City of Salisbury wishes to provide a public skatepark for our local youth that is free of charge, so that they may continue to enjoy what is becoming an increasingly popular sport.

In FY 2007 Wicomico County Recreation, Parks and Tourism conducted a series of five community forums designed to determine the recreational needs of the area. In every one of these forums, the need for skateboarding facilities was a dominant subject of the discussion. Accordingly, in April of 2007 the County held a planning session to further refine the type of skateboarding facility that was desired, and identify those members of the public that would be interested in serving on a committee to further this goal. The Salisbury Skatepark Committee was formed from this session, and they have been working on this project for over 6 years now. When it was determined that the most central location for the skatepark was a site within the Salisbury City Park, the City took the governmental lead on the project.

The Salisbury Skatepark Committee has held several fundraising events over the years in an effort to raise matching funds for the CP&P application. Over 400 youth attended the first fundraising event in March 2008, a clear indication of the overwhelming need for this project. The March 2008 event included skating activities in the afternoon and a concert in the evening. Additional fundraising events have been held since then, with the two most recent taking place in March and May of 2010. In March 2010 the Skatepark Committee organized a fundraising skate trip to three different skateparks. The Committee rented a van, packed a cooler full of food, and took 13 skateboarders on a trip to visit free public skateparks in Ridgely, MD, York, PA, and Greenbelt, MD. All the skaters had a great time skating at the different parks, and the Committee raised about \$250 that day. The event in May 2010 took place at the Emmanuel Wesleyan Church. There were numerous obstacles and different types of terrain for the skaters, and the Committee orchestrated three different contests, with the top three skaters in each contest winning a new skate deck. Over 100 skaters attended that event, with every age, every race and both genders being represented. One of the skaters was a Marine who had to report to Dover, Delaware by 7:00 a.m. the next morning to head out for his 2nd tour in Afghanistan. The attendance of that Marine on his last day at home is a perfect example of the passion that skateboarders have for their sport. Everyone had a great time that day, and the committee raised over \$1,000 through that event.

The Salisbury Skatepark Committee is officially incorporated within the State of Maryland, and they have submitted an application packet to the IRS so that they may obtain their 501(c)(3) non-profit status determination letter. Once received, this determination letter from the IRS will greatly increase their fundraising capabilities.

The project has been broken into two phases in order to make it more affordable. The total area available at the site is approximately 14,000 square feet. Phase 1 has been funded through CP&P for 6,000 square feet, and Phase 2 will be 8,000 square feet. Phase 2 of the Skatepark will include the design and construction of 8,000 square feet of poured-in-place concrete skatepark, the remaining fencing, entrance and exit security gates, benches, trash cans, a bike rack, the creation of the parking areas, and portable toilets. The signage for the project was covered in the Phase 1 grant.

As this recreational facility will be utilized by both City of Salisbury and Wicomico County residents, the city wishes to partner with the county in the creation of this important amenity. The county administration has expressed a willingness to partner with the city on the Salisbury Skatepark project, recognizing the overwhelming need for a facility of this type. Therefore, the City of Salisbury has requested \$100,000 in Program Open Space (POS) funds from the Wicomico County Recreation Commission in the POS Proposed Projects list for FY 2014 that was submitted to the Director of Recreation and Parks on June 11, 2013. The Salisbury Skatepark is listed as our first priority project on the FY 2014 POS project list.

10. ITEMIZED DETAILED COST ESTIMATE: (Round all estimates to nearest even dollar)

Item No.	Item	Contract Cost	Force Account Costs	Total Estimated Costs
1.	Acknowledgement Sign Sample text: Maryland Department of Natural Resources, Program Open Space, Community Parks and Playgrounds Program assisted project	Provided for in Phase 1 of project	NA	NA
2.	Design and Construction of poured-in-place concrete skatepark - Phase 2 8,000 square feet @ \$38 per square foot	\$304,000	-0-	\$304,000
3.	Fencing - Approx. 375 linear feet, 10 feet high, vinyl-coated chain link, 1 Double Drive Gate for Maintenance	\$13,750	-0-	\$13,750
4.	Pedestrian Entrance Gate w/Time Lock	\$10,000	-0-	\$10,000
5.	Pedestrian "Exit Only" Swing Gate	\$3,000	-0-	\$3,000
6.	Creation of Parking Areas - gravel w/timber wheel stops - 35 regular spaces and 2 paved handicapped parking spaces - curb cuts for entrance & exit of parking areas.	\$77,440	-0-	\$77,440
8.	Bike Rack - 18 Bike Capacity (permanent)	\$450	-0-	\$450
9.	Benches - 8 Ft. Benches w/Vertical Steel Slats - 6 @ \$1,325 each	\$7,950	-0-	\$7,950
10.	Trash Cans - In-ground Mount with Dome Top 2 @ \$500 each	\$1,000	-0-	\$1,000
11.	Portable Toilets - 1 Standard & 1 Handicapped Accessible (rental fee for first year of operation)	\$3,600	-0-	\$3,600
	Contingency	\$41,810	-0-	\$41,810
Total Development Costs:		\$463,000	-0-	\$463,000

11. LOCAL GOVERNMENT AUTHORIZATION

As the authorized representative of this Political Subdivision, I read the terms of the "Project Agreement and General Conditions" of the Program Open Space (POS) Grants Manual and I agree to perform all work in accordance with the Manual, POS Law and Regulations, Special Conditions of the Community Parks and Playgrounds Program and with the attachments included herewith and made a part thereof.

James Ireton, Jr.

Mayor

8/14/2013

(Signature)

(Print Name)

(Print Title)

(Date)

PROGRAM ADMINISTRATIVE REVIEW

12. ON-SITE INSPECTION

DATE

BY

13. STATE CLEARINGHOUSE REVIEW

DATE

NUMBER

14. CP&P FUND SOURCE

AMOUNT \$

15 DEPARTMENT OF NATURAL RESOURCES - PROGRAM OPEN SPACE APPROVAL		
(Director's Signature)	(BPW Approval Date)	(Agenda Item No.)

1
2 RESOLUTION NO. _____
3
4

5 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND TO APPROVE A
6 MARYLAND DEPARTMENT OF NATURAL RESOURCES, COMMUNITY PARKS &
7 PLAYGROUNDS GRANT APPLICATION FOR FUNDING FOR PHASE 2 OF THE
8 SALISBURY SKATEPARK.
9

10 WHEREAS, the Maryland Department of Natural Resources (DNR) has solicited
11 applications from eligible jurisdictions to apply for funding under the Community Parks &
12 Playgrounds (CP&P) Program for Fiscal Year 2015; and
13

14 WHEREAS, the City of Salisbury is eligible to apply for CP&P funds from DNR; and
15

16 WHEREAS, the Council of the City of Salisbury recognizes the important role that our local
17 parks, playgrounds and recreational areas play in maintaining a healthy, pleasant, attractive
18 environment for the enjoyment of our local residents; and
19

20 WHEREAS, the Council wishes to rehabilitate, improve and expand the parks, playgrounds
21 and recreational areas within the City of Salisbury in order to improve the quality of life for all
22 citizens; and
23

24 WHEREAS, DNR has awarded a Community Parks & Playgrounds grant in the amount of
25 \$262,000 to the City of Salisbury for the Salisbury Skatepark, Phase 1 (CPP # 5980-22-206).
26

27 NOW, THEREFORE, BE IT RESOLVED THAT, the Council of the City of Salisbury,
28 Maryland does hereby authorize the submission of an application to the Maryland Department of
29 Natural Resources for Community Parks & Playgrounds funds to forward the City's recreational
30 initiatives. This will be accomplished by applying for \$353,000 to provide funds for the Salisbury
31 Skatepark, Phase 2.
32

33 BE IT FURTHER RESOLVED THAT, James Ireton, Jr., Mayor, is authorized and
34 empowered to execute any and all documents required for the submission of this grant application.
35

36 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of
37 the City of Salisbury, Maryland held on August 12, 2013, and is to become effective immediately.
38
39
40
41

42 _____
43 Kimberly R. Nichols
44 CITY CLERK

45 _____
46 Jacob R. Day
47 COUNCIL PRESIDENT

48 APPROVED BY ME THIS

49 _____ day of August, 2013
50

51 _____
52 James Ireton, Jr.
53 Mayor

City of Salisbury



MARYLAND



125 NORTH DIVISION STREET
SALISBURY, MARYLAND 21801
Tel: 410-548-3170
Fax: 410-548-3107

AMANDA H. POLLACK, P.E.
ACTING DIRECTOR OF
PUBLIC WORKS

JAMES IRETON, JR.
MAYOR

TOM STEVENSON
ACTING CITY ADMINISTRATOR

To: Tom Stevenson, Acting City Administrator
From: Amanda Pollack, Acting Director of Public Works
Date: July 23, 2013
Re: Grant Agreement for the Northeast Collector Hike & Bike Path – Phase II

On December 20, 2010 the City of Salisbury signed a Memorandum of Understanding (MOU) with the State of Maryland and the Department of Transportation to provide a grant of \$225,000 for the Northeast Collector Hike & Bike project. The City is providing matching funds in the amount of \$225,000 per the following funding sources: \$112,500 from a Project Open Space Grant, \$66,750 from a 2003 Bond, and \$45,750 from in-kind services provided by the Department of Public Works.

During the design evaluation process with the State of Maryland it was recommended that electronic crossing devices be installed at the crossing of Route 50 (Beaglin Park Drive and the Northeast Collector). This would allow bicyclists to cross Route 50 on a timed signal for a determined period of time working in the same manner as a pedestrian signal. This item was not in the initial grant or in the detailed cost estimate done by the City of Salisbury.

In October 2012, the City signed MOU Amendment No. 1 which eliminated language in the original MOU that stated that the City of Salisbury would not be allowed to receive any additional funding for this project. By executing MOU Amendment No. 1, the State was able to award the City additional funds to cover the electronic crossing devices at Route 50. The funds are part of the Maryland Bikeways Program. The additional grant does not have a match requirement.

Attached is the Grant Agreement for the \$90,000 from Maryland Bikeways Program funds. Also attached is a Resolution to accept this grant.

Unless you or the Mayor has further questions, please forward a copy of this memo to the City Council.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT AND ACCEPT A GRANT OF \$90,000.00 FROM MARYLAND DEPARTMENT OF TRANSPORTATION MARYLAND BIKEWAYS PROGRAM FOR THE NORTHEAST COLLECTOR BIKE PATH PHASE II PEDESTRIAN-AND-BICYCLE-FACILITIES IMPROVEMENTS

WHEREAS, the Maryland Department of Transportation has a Maryland Bikeways Program for making pedestrian-and-bicycle-facilities improvements;

WHEREAS, the Maryland Department of Transportation Maryland Bikeways Program provides grant funds to the City of Salisbury for use in specific areas;

WHEREAS, Maryland Department of Transportation and the City of Salisbury have been working together to improve bicycle connectivity along the west side of Beaglin Park Drive from the existing path which ends at approximately Shamrock Drive, across US Route 50, and terminating at the Salisbury Urban Greenway at North Park Drive;

WHEREAS, the total construction cost is estimated to be Five Hundred Forty Thousand Dollars (\$540,000);

WHEREAS, the City has previously obtained commitments of Four Hundred Fifty Thousand Dollars (\$450,000), which includes Two Hundred Twenty Five Thousand Dollars (\$225,000) from the Federal Highway Administration's Transportation Enhancements Program, One Hundred Twelve Thousand Five Hundred Dollars (\$112,500) from Program Open Space funds, Sixty-Six Thousand Seven Hundred Fifty Dollars (\$66,750) from a municipal bond, and Forty-Five Thousand Seven Hundred Fifty Dollars (\$45,750) from in-kind Public Works services;

WHEREAS, Maryland Bikeways Program is awarding a grant in the amount of Ninety Thousand Dollars (\$90,000.00) to enhance bicycle safety and improve bicycle circulation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Salisbury, Maryland does hereby authorize the Mayor to sign the attached Grant Agreement dated _____, 2013 and accepts the grant of \$90,000.00 from Maryland Bikeways Program for the Northeast Collector Bike Path Phase II.

THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this ____ day of _____, 2013 and is to become effective immediately upon adoption.

ATTEST:

47 Kimberly R. Nichols
48 CITY CLERK

Jacob R. Day
PRESIDENT, City Council

49
50 APPROVED by me this _____ day of _____, 2013

51

52

53

54 _____
James Ireton, Jr.
55 MAYOR, City of Salisbury

1 GRANT AGREEMENT

2
3 BY AND BETWEEN

4
5 THE MARYLAND DEPARTMENT OF TRANSPORTATION

6
7 AND

8
9 THE CITY OF SALISBURY, MARYLAND
10

11 THIS GRANT AGREEMENT executed in triplicate and entered into this _____ day of
12 _____, 2013, by and between the Maryland Department of Transportation
13 ("Department") and the City of Salisbury ("City"), in Wicomico County, Maryland.

14 WITNESSETH:

15 WHEREAS, the Department has programmed in the FY 2012-2017 Consolidated
16 Transportation Program-2012 State Report on Transportation a total of Ten Million Dollars
17 (\$10,000,000) for the Maryland Bikeways Program ("Program");

18 WHEREAS, the Department budgeted within the Program Ninety Thousand dollars
19 (\$90,000) for the construction of Phase II of the Northeast Collector Bike Path, a 1.27 mile, 8-
20 foot wide paved path along the west side of Beaglin Park Drive from US Route 50 to the existing
21 Salisbury Urban Greenway at South Park Drive in Salisbury (the "Project");

22 WHEREAS, the City has committed One Hundred Twelve Thousand Five Hundred
23 Dollars (\$112,500) in City matching funds to support the Project (the "Local Match");

24 WHEREAS, additionally the City has obtained commitments of Two Hundred Twenty
25 Five Thousand Dollars (\$225,000) from the Federal Highway Administration's Transportation
26 Enhancements Program and One Hundred Twelve Thousand Five Hundred Dollars (\$112,500)
27 from Program Open Space funds for use in support of the Project;

28 WHEREAS, pursuant to Section 2-602 of the Transportation Article of the Annotated
29 Code of Maryland, it is in the public interest for the State of Maryland to include enhanced
30 transportation facilities for pedestrians and bicycle riders as an essential component of the State's
31 transportation system;

32 WHEREAS, the Maryland Bikeways Program was established and approved by the
33 General Assembly to provide state transportation funding to support and expedite projects that
34 improve bicycle transportation in the State;

35 WHEREAS, the Project will enhance bicycle safety and access in the City and will
36 improve bicycle circulation and increase access to recreational facilities, shopping and residential
37 areas in Salisbury, Maryland;

38 WHEREAS, the Project has been presented at public meetings at which public support
39 has been documented;

40 WHEREAS, the City will assume all maintenance and operating costs associated with the
41 Project when it is completed;

42 WHEREAS, the Project is a valuable component of Maryland's transportation system;

43 WHEREAS, the Department has supported similar projects in various locations in the
44 State;

45 WHEREAS, the Department and the City agree that the Project will benefit the parties to
46 this Agreement and will promote the safety, health, and general welfare of the citizens of the
47 State of Maryland;

48 WHEREAS, Section 2-103(j) of the Transportation Article of the Annotated Code of
49 Maryland (2008 Replacement Volume, 2011 Cum. Supp.) authorizes the Secretary of
50 Transportation, to the extent permitted by the State budget; to make grants-in-aid to any person,
51 including political subdivisions of the State of Maryland, for any transportation related purpose;

52 WHEREAS, the Secretary of Transportation has delegated to the Deputy Secretary of
53 Transportation authority to execute this Agreement.

54 NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in
55 consideration of the mutual covenants contained herein and other good and valuable
56 consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto
57 agree as follows:

58 1. The above recitals are re-affirmed and incorporated herein by reference.

59 2. The Department hereby grants to the City a sum not to exceed Ninety Thousand
60 dollars (\$90,000) ("Grant") to be used by the City for the completion of the Project. The City
61 shall be responsible for all work in connection with the Project, including but not limited to the
62 following:

- 63 a. Construction of the Northeast Collector Bike Path;
- 64
- 65 b. Contribution of the Local Match, which may include the value of in-kind staffing
66 and/or cash contributions;
- 67
- 68 c. Preparation of quarterly status reports and final reports, as requested by the
69 Department; and
- 70
- 71 d. Maintaining compliance with all provisions of this Agreement.
- 72

73

74 3. The Project shall be completed consistent with relevant design standards and
75 guidelines, including 2012 AASHTO Bicycle Design Guidelines, the Maryland Manual of

76 Uniform Traffic Control Devices, and the Access Board Advance Notice of Proposed
77 Rulemaking (ANPRM) on Accessibility Guideline for Shared Use Paths.

78 4. The City shall engage professional services, as needed on the Project. Design
79 services shall be performed by an engineer registered in the State of Maryland. The City shall
80 provide to the Department draft deliverables for review and comment and final deliverables for
81 the Project.

82 5. The City shall require all contractors and subcontractors, prior to commencement
83 of work on the Project, to secure and keep in force during the term of this Agreement, from
84 insurance companies, government self-insurance pools or government self-retention funds,
85 authorized to do business in Maryland, the following insurance coverages:

86 a. commercial general liability, including premises or operations, contractual,
87 and products or completed operations coverages (if applicable), with
88 minimum liability limits of \$250,000 per person and \$1,000,000 per
89 occurrence;

90 b. automobile liability, including Owned (if any), Hired, and Non-Owned
91 automobiles, with minimum liability limits of \$250,000 per person and
92 \$1,000,000 per occurrence;

93 c. workers compensation coverage meeting all statutory requirements.

94 This insurance may be in policy or policies of insurance, primary and excess, including the so-
95 called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by
96 A.M. Best Company, Inc., provided any excess policy follows form for coverage. The City shall
97 evidence limits of insurability for general liability coverage in an amount of \$500,000 aggregate
98 and \$200,000 each occurrence, and \$30,000 per person, \$60,000 per accident for bodily injury
99 and \$15,000 for property damage for automobile liability and State of Maryland statutory limits
100 for workman's compensation. The City shall have the right to self-insure.

101 The Department and its agencies, officers, and employees shall be endorsed on the general
102 liability policies, including any excess policies (to the extent applicable), as additional insured.
103 Coverage will be primary and noncontributory with any other insurance and self-insurance.
104 There will be no cancellation, material change, potential exhaustion of aggregate limits or non-
105 renewal of insurance coverage(s) without thirty (30) days written notice to the Department. At
106 the request of the Department, certificates of insurance shall be provided to the Department prior
107 to commencement of any work. All endorsements shall be provided as soon as practicable.
108 Failure to provide insurance as required in this Agreement is a material breach of contract
109 entitling the Department to terminate this Agreement.

110 6. The Grant represents the maximum financial liability of the Department under
111 this Agreement. The parties agree that the City will utilize the Grant for the Project in
112 conjunction with other funds it has obtained from funding sources other than the Maryland
113 Bikeways Program to complete the Project.

114 7. The City may use funds only for costs incurred in connection with the Project.
115 Payment of the Grant by the Department shall be made on a reimbursable basis upon the City's
116 submission of invoices for such payment, subject to the following conditions.

117 All invoices for payment shall include:

- 118 (a) actual expenditures incurred by the City in connection with these Projects;
- 119 (b) a certification by the City that all costs charged to the Project are in
120 connection therewith and supported by properly executed records,
121 vouchers, invoices or contracts evidencing the nature and propriety of the
122 charges.

123 Invoices/requests for reimbursement will be submitted not more frequently than once per
124 month (30 days). Invoices/requests for reimbursement will be reviewed by MDOT to determine
125 (a) that the indicated costs are allowable hereunder and (b) that the invoiced work contributes
126 directly to the accomplishment of the Project. Failure to meet these conditions will result in
127 disallowed costs that will be deducted from the authorized appropriated amount. Payment shall
128 be made by the Department to the City within thirty (30) days of the Department's receipt and
129 approval of the invoice and accompanying certifications. The final invoice must be submitted
130 with a Final Report as stipulated by the Department. The final invoice will not be paid until the
131 Final Report is submitted. No Project costs incurred prior to the execution of this Agreement will
132 be reimbursed.

133 8. The City shall comply with all applicable Federal, State and local laws in
134 expending Grant funds and in carrying out the Project, including compliance with the Americans
135 with Disabilities Act of 1990, particularly as it relates to public meetings held in connection with
136 the Project.

137 9. The term of this Agreement shall commence upon the date first set forth above
138 and shall terminate when all payments of the Grant have been made or in 24 months, whichever
139 is sooner.

140 10. The Department reserves the right to suspend or terminate all or part of the
141 financial assistance herein provided and to terminate this Agreement, in whole or in part, if:

- 142 (a) the City breaches or fails to fulfill any of the terms of this Agreement;
- 143 (b) funds are not appropriated by the General Assembly of Maryland to fund
144 this Grant.

145 The City acknowledges and agrees that funding under this Agreement is expressly
146 dependent upon the availability to the Department of funds appropriated by the General
147 Assembly and that, except as otherwise provided for herein, the Department shall not be liable
148 for any breach of this Agreement due to the absence of an appropriation. Termination of this
149 Agreement will not invalidate obligations properly incurred by the City prior to the date of
150 termination if such obligations are unable to be canceled. The acceptance of a remittance from
151 the Department of any or all funds, or the closing out of the Department's financial participation

152 under this Agreement, shall not constitute a waiver of any claim which the Department may
153 otherwise have against the City arising out of this Agreement. If, upon termination of this
154 Agreement, it is determined by the Department that funds are due to the Department, the City
155 shall promptly remit such amount to the Department within forty-five (45) days following
156 written notification to the City from the Department. The City's agreement to remit any excess
157 Grant funds to the Department shall survive the termination of this Agreement.

158 In addition to the Department's remedies under this Section, the Department may proceed
159 to protect and enforce all rights available to it, by suit in equity, action in law or by any other
160 appropriate proceedings, any or all of which may be exercised contemporaneously with each
161 other and all of which rights and remedies shall survive the termination of this Agreement.

162 11. The City shall maintain separate and complete accounting records which are
163 consistent with generally accepted accounting procedures and accurately reflect all income and
164 expenditures of Grant funds for the Projects. City accounting records shall be maintained for a
165 period of three (3) years after the termination of this Agreement. The records of the City must be
166 in sufficient detail to determine the nature of the costs incurred and/or expenditures made by the
167 City for the Project.

168 12. The Department may perform interim and final audits of the Grant provided for
169 under this Agreement. Any final audit shall commence within three (3) years of the expiration or
170 earlier termination of this Agreement. In connection with any audit undertaken hereunder, the
171 City shall provide access to all records with respect to the Project. Following the completion of
172 any audit undertaken hereunder, the City shall refund to the Department within forty-five (45)
173 days following notification by the Department any Grant payments that are found to be
174 unsupported by acceptable accounting records or not expended in accordance with the terms of
175 this Agreement. The City's covenant to repay any excess Grant payments shall survive the
176 expiration or earlier termination of this Agreement.

177 13. This Agreement may be modified only by written instrument, executed by the
178 Department and the City.

179 14. The City shall, to the extent permitted by law, defend, indemnify, and hold
180 harmless the Department, its officers, agents, and employees, from any and all claims, demands,
181 suits, causes of action, liability, damages, losses, costs and expenses (including reasonable
182 attorneys' fees) of whatsoever nature, including, without limitation, those arising on account of
183 any injury or death of persons or damage to property, caused by, arising out of, or resulting from
184 any and all services and activities performed by the City or its employees, agents, subcontractors,
185 or consultants relating to the Project and this Agreement.

186
187 15. It is understood and agreed that the sole obligation of the Department is the
188 payment to the City the sum of money specified in Section 2 of this Agreement.

189 16. All payments hereunder by the Department to the City are subject to the
190 budgetary and appropriation requirements of Section 3-216(d)(2) of the Transportation Article of
191 the Annotated Code of Maryland, as amended and supplemented.

192 17. No right, benefit or advantage inuring to the City under this Agreement may be
193 assigned and no burden imposed on the City hereunder may be delegated or assigned without the
194 prior written approval of the Department.

195 18. The parties hereby agree that this Agreement shall be construed in accordance
196 with the law of the State of Maryland.

197 19. As an inducement to the Department to make the Grant, the City hereby certifies
198 to the Department that:

199 (a) any resolution, ordinance or other action which may be required by local
200 law has been introduced and adopted, passed, enacted or taken as an
201 official act of the City's governing body, authorizing the execution and
202 delivery of this Agreement by the City in such manner and form as to
203 comply with all applicable laws to make this Agreement the valid and
204 legally binding act and agreement of the City;

205 (b) no officer or employee of the City, or its designees or agents, no
206 consultants, no member of the City's governing body, and no other public
207 official of the City, who exercises any functions or responsibilities over
208 the Projects or the Grant shall have or obtain a personal or financial
209 interest or benefit from any activity in connection with the Projects or
210 Grant or have an interest in any contract, subcontract or agreement with
211 respect therewith;

212 (c) the City is not in arrears with respect to the payment of any moneys due
213 and owing the State of Maryland, or any department or unit thereof,
214 including, but not limited to, the payment of taxes and employee benefits,
215 and that it shall not become so in arrears during the term of this
216 Agreement.

217 20. The Department and the City certify that they prohibit, and covenant that they will
218 continue to prohibit, discrimination on the basis of:

219 (a) age, ancestry, color, creed, marital status, national origin, race or religious
220 or political affiliation, belief or opinion, or sexual orientation;

221 (b) sex or age, except when age or sex constitutes a bona fide occupational
222 qualification; or

223 (c) the physical or mental disability of a qualified individual with a disability.

224 Upon the request of the other party, the Department and the City will submit to the other
225 party information relating to its operating policies and procedures with regard to age, ancestry,
226 color, creed, marital status, mental or physical disability, national origin, race, religious or
227 political affiliation, belief or opinion or sex or sexual orientation.

228 21. The Department and the City shall comply with the State's policy concerning
229 drug and alcohol free workplaces, as set forth in COMAR 01.01.1989.18 and 21.11.08, and must
230 remain in compliance throughout the term of this Agreement.

231 22. It is specifically agreed between the Department and the City that it is not
232 intended by any of the provisions of this Agreement to create in any public entity, or any
233 member thereof, or in any private entity third party beneficiary status in connection with the
234 performance of the obligations herein.

235 23. If any provisions of this Agreement is held to be illegal, invalid or unenforceable
236 by a court of competent jurisdiction:

237 (a) such provision shall be fully severable;

238 (b) this Agreement shall be construed and enforced as if such illegal, invalid
239 or unenforceable provision had never comprised a part of this Agreement;
240 and

241 (c) the remaining provisions of this Agreement shall remain in full force and
242 effect and shall not be affected by the illegal, invalid or unenforceable
243 provision or by its severance from this Agreement.

244 24. This Agreement may be executed in a number of identical counterparts, each of
245 which shall constitute an original and all of which shall constitute, collectively, one agreement.

246 25. This Agreement shall inure to and be binding upon the parties hereto, their agents,
247 successors and, to the extent an assignment has been approved pursuant to Section 14 of this
248 Agreement, their assigns.

249 26. Each notice, invoice, demand, request, consent, approval, disapproval,
250 designation or other communications between the parties, to the extent required to be in writing
251 shall be made by United States Mail to the following addressees:

252 In the case of MDOT:
253 Ms. Kate Sylvester
254 7201 Corporate Center Drive
255 P.O. Box 548
256 Hanover, MD. 21076
257

258 In the case of the City:
259 Mr. Bill Sterling
260 125 North Division St.
261 Salisbury, MD 21801

262 The next page is the signature page.

263 IN WITNESS WHEREOF, the parties here to have executed this Agreement as of the
264 day and year first above written.

265

266
267 **WITNESS:**

**MARYLAND DEPARTMENT OF
TRANSPORTATION**

268
269
270 _____

By: _____
Leif A. Dormsjo
Deputy Secretary

271
272
273
274

275 **FUNDS AVAILABLE:**

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

276
277
278
279 _____

Assistant Attorney General
Maryland Department of Transportation

280 David L. Fleming, Chief Financial Officer
281 Office of Finance
282

283

284 **WITNESS:**

CITY OF SALISBURY, MARYLAND

285

286

287

288 _____

By: _____

City of Salisbury



MARYLAND

Salisbury



2010

125 NORTH DIVISION STREET
SALISBURY, MARYLAND 21801
Tel: 410-548-3170
Fax: 410-548-3107

AMANDA H. POLLACK, P.E.
ACTING DIRECTOR OF
PUBLIC WORKS

JAMES IRETON, JR.
MAYOR

TOM STEVENSON
ACTING CITY ADMINISTRATOR

To: Tom Stevenson, Acting City Administrator
From: Amanda Pollack, Acting Director of Public Works
Date: July 23, 2013
Re: EDU Incentive Area

As discussed at the May 20, 2013 and June 17, 2013 work sessions, the establishment of an "EDU Incentive Area" is recommended as part of the Mayor's Downtown Initiative. The City owns the former Anderson Property (Linens of the Week) and the 317 EDUs associated with the business.

Attached is a draft Ordinance for consideration to provide for an EDU Incentive Area. Per the discussion at the July 22, 2013 Council meeting, the following changes have been made to the draft ordinance:

1. Line 31 – changes the period of 5 years from a termination date to a reevaluation date
2. Line 44 – modified the existing zoning criteria language
3. Line 52 – modified the approval procedures
4. Line 58 – added "at their sole discretion"

Unless you or the Mayor have further questions, please forward a copy of this memo to the City Council.

- 51 1. Written requests for EDU allocations will be submitted to the Director of Public Works
52 for review. After review, Public Works shall submit the allocation request to the Mayor
53 for approval. With the Mayor's approval, a Resolution will be forwarded to City Council
54 for their approval.
55 2. The Resolution for each property will specify that the EDU allocation is valid for two
56 years, with the option to extend for two one-year terms at the discretion of the Public
57 Works Director. The Public Works Director may refuse to grant a requested extension
58 where the Public Works Director, at their sole discretion, finds that the property owner is
59 not making good faith efforts to complete the project.
60 3. The allocation time frame is defined as the time from the signing of the Resolution to
61 when the comprehensive connection fees are paid.
62 4. Allocated EDUs are assigned to the property and cannot be transferred by the developer
63 to another property.
64

65 BE IT FURTHER ORDAINED that this ordinance shall take effect from the date of its final
66 passage.
67

68 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury
69 held on the ___ day of _____, 2013, and thereafter, a statement of the substance of the
70 Ordinance having been published as required by law, was finally passed by the Council on the
71 ___ day of _____, 2013.
72

73
74 ATTEST
75

76
77 _____
78 Kimberly R. Nichols, City Clerk

Jacob R. Day, President
Salisbury City Council

79
80
81 Approved by me this ___ day of _____, 2013
82

83
84 _____
85 James Ireton, Jr. Mayor

Memo

To: Tom Stevenson
From: Susan Phillips
Date: July 26, 2013
Re: Habitual Offender (Legislative Enhancements)

Attached you will find an ordinance that will have the effect of modifying the current Habitual Offender law. The original legislation was adopted in 2005 and was intended to provide the housing official with the necessary tools to prevent repeated calls for service to challenging properties.

Because the conditions to become a habitual offender are so uncommon; to date no property owner has received the designation. In actuality the lofty requirements have rendered the statute ineffective.

The proposed changes will address the issue by eliminating the requirement for the property owner to:

- Pay a citation issued by Neighborhood Services and Code Compliance (NSCC) on three separate occasions over a 24 (twenty four) month period; or
- Be found guilty in Wicomico County District Court on three separate occasions over a 24 (twenty four) month period

And lower the threshold to require any combination of 5 (five) of the following, during a twelve month period:

- A verified call for service from NSCC; or
- Payment of 1 (one) citation issued by NSCC; or
- Being found guilty in Wicomico County District Court

While we experience an exceptionally high voluntary compliance rate, plus or minus ninety five percent (+/- 95%), we often return to the same properties over and over again. These repeated visits are costly and use up valuable resources.

Unless you or the mayor has any questions please forward this information to the city council for review and consideration.

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CITY OF SALISBURY

ORDINANCE NO.

DRAFT

AN ORDINANCE OF THE CITY OF SALISBURY AMENDING CHAPTER 15.27
PROPERTY MAINTENANCE HABITUAL OFFENDER OF THE SALISBURY MUNICIPAL
CODE. THESE AMENDMENTS ARE INTENDED TO STRENGTHEN THE ORIGINAL
OBJECTIVE OF LEGISLATION BY LOWERING THE THRESHOLD BY WHICH A
PROPERTY OWNER CAN BE DESIGNATED AN HABITUAL OFFENDER.

WHEREAS, the Mayor and City Council have requested that the Department
Neighborhood Services and Code Compliance periodically review Chapter 15.27; and

WHEREAS, the ongoing application, administration and enforcement of Chapter 15.27,
demonstrates a need for its periodic review, evaluation and amendment to keep the chapter
current; and

WHEREAS, the Department of Neighborhood Services and Code Compliance does
recommend approval of these proposed code changes.

NOW, THEREFORE, be it enacted and ordained by the Council of the City of
Salisbury, Maryland, that Chapter 15.27 be amended as follows:

Chapter 15.27
PROPERTY MAINTENANCE HABITUAL OFFENDER

Sections:

- 15.27.010 Scope.
- 15.27.020 Definitions.
- 15.27.030 Nonrental dwelling units.
- 15.27.040 Rental dwelling units.

35
36 15.27.050 Transfer of ownership.

37
38 15.27.060 Civil offense.

39
40 15.27.070 Violations – penalties.

41

42

43 15.27.010 Scope.

44

45 The provisions of this chapter govern procedures for owners of dwelling units in the city
46 who violate provisions of the Housing Code repetitively in a ~~twenty-four (24)~~ twelve (12) month
47 period.

48 (Ord. 1900 (part), 2004)

49

50 15.27.020 Definitions.

51

52 As used in this chapter, the following terms shall have the meanings indicated:

53

54 “Call for Service” means an inspection (upon receipt of a complaint or discovered during
55 routine patrol) performed by the Department of Neighborhood Services and Code Compliance
56 (NSCC) which results in the issuance of a notice of violation, corrective action letter or
57 municipal citation.

58

59 "Dwelling unit" means a single unit providing living facilities for one or more persons,
60 including permanent provision for living, sleeping and sanitation.

61

62 "Habitual offender" means any person owning one dwelling unit, who shall pay a fine
63 assessed by the department of building, housing and zoning or be found guilty of violating
64 Chapter 15.24 or Title 17 on three separate occasions within a twenty four (24) month period.
65 that generates any combination of 5 (five) of the following, during a 12 (twelve) month period: a
66 verified call for service from the Department of Neighborhood Services and Code Compliance
67 (NSCC); or who shall pay a fine assessed by NSCC; or be found guilty of violating Chapter
68 15.24, 15.26 or Title 17 on two (2) separate occasions.

69

70 "Person" means any individual, partnership, firm, corporation, association or other legal
71 entity of whatsoever kind and nature.

72

73 “Nonrental dwelling unit” means a dwelling unit that is either owner occupied or an
74 affidavit under the penalty of perjury has been provided indicating that the unit is a nonrental.

75

76 "Rental" means leasing or allowing occupancy or usage of a dwelling unit, either directly
77 or by an agent, in consideration of value, including personal services, paid or tendered to or for
78 the use or benefit of the lessor.

79 (Ord. 1900 (part), 2004)

80

81 15.27.030 Nonrental dwelling units.

82

83 A. The owner of a nonrental dwelling unit who becomes an habitual offender shall be
84 ~~subject to inside and outside inspection of the dwelling unit by the housing official required to~~
85 ~~permit the housing official to perform a full comprehensive inspection of the nonrental unit at~~
86 ~~least two (2) times during the twelve (12) months following the habitual offender designation~~
87 ~~and shall be assessed a fee to be set by ordinance. The dwelling unit shall receive an annual~~
88 ~~inspection, at a minimum, during each of the next five years for a fee to be determined by~~
89 ~~resolution of the council from time to time.~~

90
91 B. After an owner of a nonrental dwelling unit becomes an habitual offender, all fines,
92 levied under Chapter 15.24, 15.26 or Title 17 for the dwelling unit shall may be tripled until the
93 habitual offender designation is removed.

94
95 C. After completion of ~~five consecutive annual~~ two (2) inspections with no violations
96 under Chapter 15.24, 15.26 or Title 17, then the habitual offender designation shall terminate for
97 that owner of a nonrental dwelling unit. If violations under Chapter 15.24, 15.26 or Title 17
98 continue, then the habitual offender designation shall continue for that owner of the nonrental
99 dwelling unit until such time a twelve (12) month period with no violations occurs.

100
101 D. If the full amount of the inspection fees due to the city are not paid by the owner
102 within thirty (30) days after billing, then the housing official shall cause to be recorded in the
103 finance office for the city a sworn statement showing the amount of fees due and the fees shall be
104 collectible in the same manner as real estate taxes are collected.
105 (Ord. 1974 (part), 2005; Ord. 1900 (part), 2004)

106
107 **15.27.040 Rental dwelling units.**

108
109 A. 1. After an owner of a rental dwelling unit becomes an habitual offender, all fines
110 levied under Chapter 15.24, 15.26 or Title 17 for that dwelling unit shall be tripled until the
111 habitual offender designation is removed.

112
113 2. After an owner of a rental dwelling unit becomes an habitual offender, the occupancy
114 of that dwelling unit by unrelated persons shall, in appropriate zones, be permanently reduced to
115 two unrelated persons, not including the children of either of them.

116
117 B. 1. A habitual offender license shall be required for a rental dwelling unit for a fee of
118 (\$) ~~which is the subject of the habitual offender~~
119 ~~designation for a fee of five hundred dollars (\$500.00).~~ The license and license fee shall be
120 required for five two (2) consecutive years, unless the rental dwelling unit changes ownership to
121 a legal entity which is not owned or controlled or owned by an immediate family member of the
122 habitual offender and the new owner corrects all violations of Chapter 15.24, 15.26 or Title 17 or
123 the dwelling unit receives five two (2) annual inspections with no violations of Chapter 15.24,
124 15.26 or Title 17. The habitual offender designation then terminates for that owner of the rental
125 dwelling unit. If violations under Chapter 15.24, 15.26 or Title 17 continue past the date of the
126 first annual inspection, then the habitual offender designation shall continue for that owner of the
127 rental dwelling unit for two years and shall receive an annual inspection for two (2) years.

128

129 2. If violations under Chapter 15.24, 15.26 or Title 17 continue for one year after the
130 habitual offender designation, then the owner's ~~license~~ rental unit registration under Section
131 15.26.040 shall be revoked. ~~for the subject rental dwelling unit,~~ The housing official shall issue
132 an order to vacate to the owner for the for the subject rental unit(s). The owner shall give sixty
133 (60) days' notice to vacate to the tenants of that rental dwelling unit. ~~Any security deposit shall~~
134 ~~be returned pursuant to the provisions of Real Property Article, Title 8, Annotated Code of~~
135 ~~Maryland.~~ The owner of the rental dwelling unit may correct all violations of Chapter 15.24 or
136 Title 17 and after inspection and payment of a ~~one thousand dollars (\$1,000.00)~~
137 (\$_____) fee to the city, the owner's license for that rental
138 dwelling unit shall be reinstated.

139
140 C. The owner of a rental dwelling unit who becomes an habitual offender shall be subject
141 to inside and outside inspection of the dwelling unit by the housing official. The dwelling unit
142 shall receive an annual inspection during each of the next ~~five~~ two (2) years for a fee to be
143 determined by ~~resolution~~ ordinance of the council from time to time.

144
145 D. If the full amount of the inspection and license fees due to the city are not paid by the
146 owner within thirty (30) days after billing, then the housing official shall cause to be recorded in
147 the finance office for the city a sworn statement showing the amount of fees due and the fees
148 shall be collectible in the same manner as real estate taxes are collected.
149 (Ord. 1974 (part), 2005; Ord. 1960, 2005; Ord. 1900 (part), 2004)

150
151 **15.27.050 Transfer of Ownership.**

152
153 In the event the habitual offender transfers ownership of the subject rental dwelling
154 unit(s) to a new entity, the habitual offender shall be required to inform the housing official
155 within five (5) business days after the transfer has occurred.

156
157 **15.27.060 Civil offense.**

158
159 Designation as an habitual offender shall be a civil offense and not a criminal offense.
160 (Ord. 1900 (part), 2004)

161
162 **15.27.070 Violations – Penalties.**

163 Any person found in violation of the provisions of this chapter shall be guilty of a
164 municipal infraction and shall be subject to a fine not to exceed five hundred dollars (\$500.00)
165 per violation. Each day a violation remains uncorrected is a separate violation subject to an
166 additional citation and fine.
167 (Ord. No. 2163, 7-25-11)

168

169 AND BE IT FURTHER ENACTED AND ORDAINED BY THE CITY OF SALISBURY,
170 MARYLAND, that the Ordinance shall take effect upon final passage.

171
172 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of
173 Salisbury held on the _____ day of _____, 2013 and thereafter, a statement of the
174 substance of the ordinance having been published as required by law, in the meantime, was
175 finally passed by the Council on the ___ day of _____, 2013.

176

177 ATTEST:

178

179

180

181 _____
182 Kimberly R. Nichols, City Clerk

183

184

185

186 Approved by me, this _____

187 day of _____, 2013.

188

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190

191 _____
192 James Ireton, Jr.,

193 Mayor of the City of Salisbury

Jake Day, President of the
of the City of Salisbury Council

1 Chapter 15.27
2 PROPERTY MAINTENANCE HABITUAL OFFENDER
3
4

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6
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42 ~~assessed by the department of building, housing and zoning or be found guilty of violating~~
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75 under Chapter 15.24, 15.26 or Title 17, then the habitual offender designation shall terminate for
76 that owner of a nonrental dwelling unit. If violations under Chapter 15.24, 15.26 or Title 17
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78 dwelling unit until such time a twelve (12) month period with no violations occurs.
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97 two hundred and fifty dollars (\$250.00) ~~which is the subject of the habitual offender designation~~
98 ~~for a fee of five hundred dollars (\$500.00)~~. The license and license fee shall be required for ~~five~~
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100 which is not owned or controlled or owned by an immediate family member of the habitual
101 offender and the new owner corrects all violations of Chapter 15.24, 15.26 or Title 17 or the
102 dwelling unit receives five two (2) annual inspections with no violations of Chapter 15.24, 15.26
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112 (60) days' notice to vacate to the tenants of that rental dwelling unit. Any security deposit shall
113 be returned pursuant to the provisions of Real Property Article, Title 8, Annotated Code of
114 Maryland. The owner of the rental dwelling unit may correct all violations of Chapter 15.24 or
115 Title 17 and after inspection and payment of a one thousand dollars (\$1,000.00) five hundred
116 dollars (\$500.00) fee to the city, the owner's license for that rental dwelling unit shall be
117 reinstated.
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143 municipal infraction and shall be subject to a fine not to exceed five hundred dollars (\$500.00)
144 per violation. Each day a violation remains uncorrected is a separate violation subject to an
145 additional citation and fine.
146 (Ord. No. 2163, 7-25-11)

Memo

To: City Council
From: Tom Stevenson 
Date: July 31, 2013
Re: Classification and Compensation Study Review

Attached, please find a copy of the Final Report for the Classification and Compensation Study from Evergreen Solutions, LLC. The report includes an introduction, summary of employee outreach, assessment of current conditions, market summary and in the end, their recommendations for implementation.

During the August 5, 2013 work session, staff will provide a basic outline of the assignment and findings. After the preliminary review on the fifth, we have scheduled a follow-up discussion for the August 19, 2013 work session. At that time, the project manager, Mr. Bryan Wolfe will be available for questions. This timeline should allow each of you sufficient time to review the report in preparation for your discussion with Mr. Wolfe on the nineteenth.

In the interim, please let me know if you have any questions or require additional information.

C.c. Mayor James Ireton, Jr.

Memorandum

To: Tom Stevenson, Acting City Administrator

CC: James Ireton, Jr., Mayor

From: Jeanne Loyd, Human Resources Manager

Date: 7/25/2013

Re: Pay and Classification Study

Please find enclosed copies of the Final Report for the Classification and Compensation Study performed by Evergreen Solutions, LLC.

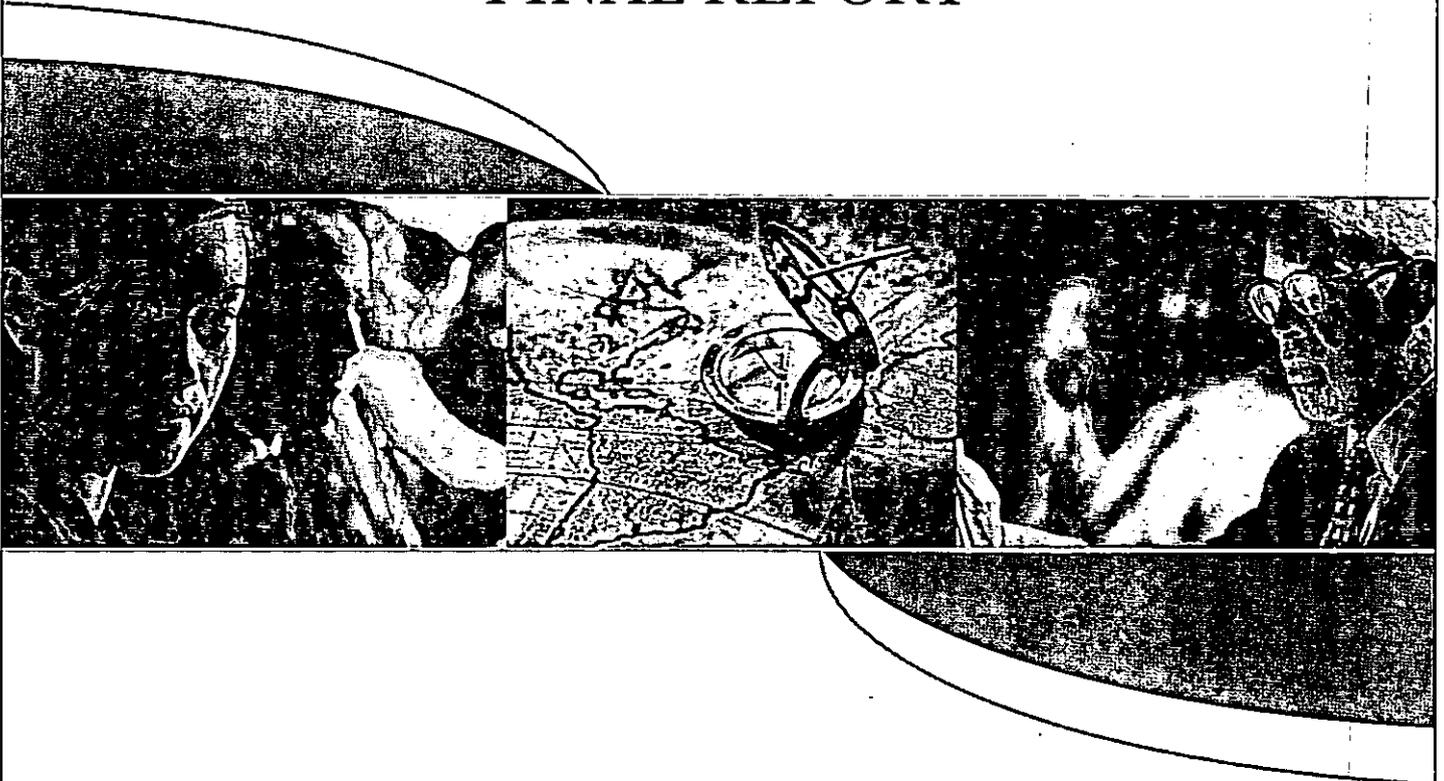
Evergreen Solutions, LLC was selected following a Request for Proposal process. This study was the first step of an in-depth process to determine how the City's pay plan compares to the current market. This report provides an overview of that process and detailed information regarding the selected benchmark positions and how our pay and benefit plans compare to the market.

Evergreen Solutions, LLC has also provided a set of recommendations for the process of reducing the gap that currently exists with our pay plan compared to the results of the market data.

If you should have any questions regarding this report, please do not hesitate to contact me.

Classification and Compensation Study for the City of Salisbury, MD

FINAL REPORT



Evergreen Solutions, LLC

July 9, 2013

Chapter 1 - Introduction

INTRODUCTION

In February 2013, Evergreen Solutions was retained by the City of Salisbury (City) to conduct a Pay and Classification Study of all positions in the organization. A pay and classification study is primarily designed to focus on internal and external equity of both the structure by which employees are compensated as well as the way positions relate and compare to one another across the organization. Internal equity relates to the fairness of an organization's compensation practices among its current employees. Specifically, by reviewing the skills, capabilities, and duties of each position, it can be determined whether similar positions are being compensated in a similar manner within the organization.

External equity deals with the differences between what an organization's classifications are valued and what compensation is available in the market place for the same skills, capabilities, and duties. As part of the study, Evergreen Solutions, LLC was tasked with:

- Collecting and reviewing current environmental data present at the City.
- Conducting market salary and benefits surveys and providing feedback to the City regarding current market competitiveness.
- Conducting a classification analysis to assess internal equity and the efficiency of the current classification plan.
- Developing strategic positioning recommendations using market data and best practices.
- Developing a compensation structure and implementation cost plan for the City.
- Instructing department heads and supervisors on the implementation, administration, and maintenance of the recommended compensation structure.
- Developing and submitting draft and final reports summarizing findings and recommendations.



1.1 STUDY METHODOLOGY

Evergreen Solutions combines qualitative as well as quantitative data analysis to produce an equitable solution in order to maximize the fairness and competitiveness of an organization's compensation structure and practices. Project activities included:

- conducting a project kick-off meeting;
- conducting orientation sessions with employees;
- facilitating employee focus group sessions;
- conducting employee interviews;
- conducting a salary survey;
- conducting a benefits survey;
- developing recommendations for compensation management;
- developing detailed implementation plans; and
- creating draft and final reports.

Kickoff Meeting

The kickoff meeting provides an opportunity to discuss the history of the organization, finalize the work plan, and begin the data collection process. Data collection of relevant background material (including existing pay plans, organization charts, policies, procedures, training materials, job descriptions, and other pertinent material) is part of this process.

Orientation Sessions

The orientation sessions are designed to brief employees and supervisors on the purpose and major processes of the study. This process is intended to address any questions and resolve any misconceptions about the study and relevant tasks. In addition, employees are asked about their experience with the organization and to identify any concerns they have about compensation. This information provides some basic perceptual background as well as a starting point for the research process.

Salary and Benefits Surveys

The external market is defined as identified peers that have similar characteristics, demographics, and service offerings as the target organization and benchmark positions are identified from each area and level of the organization and typically include a large cross-section of positions at the City. Once the target and benchmark information is finalized, a survey tool is created to solicit benefits and pay grade information from each of the peer organizations. Matches are made for classifications in the salary survey using job functions and responsibilities. When the results are received, the data are analyzed, organized, and processed to produce aggregate findings.

Solution Creation - Pay Schedule and Transition Costing

Solution creation follows agreement on the structure of the compensation system. During this phase, desired range spreads (distance from minimum to maximum) and midpoint progressions (distance from the midpoint of one pay grade to the next) are established.



Once the structure is created, jobs can be slotted into the proposed pay grade structure using market data and Client Project Manager (CPM) feedback.

As part of the study, the organization identifies its desired market position. Subsequently, the pay plan and job slotting within the system can be adjusted to account for this desired position in the market.

The final step, in the creation of the solution, is to identify the costs associated with each step of the analysis. The data from the job slotting are applied to the individual incumbents in the organization. This allows the City to view the total costs associated with the structural changes. Information is then provided to the City on various ways to implement the proposed structure and possible adjustments that can be made to address any remaining issues.

1.2 REPORT ORGANIZATION

This report includes the following chapters:

- Chapter 2 - Summary of Employee Outreach
- Chapter 3 - Assessment of Current Conditions
- Chapter 4 - Market Summary
- Chapter 5 - Recommendations



Chapter 2 - Summary of Employee Outreach

EMPLOYEE OUTREACH

The Evergreen Solutions team conducted a series of employee focus groups and interviews over the course of four days in March 2013. Questions were designed to solicit input on a number of topics related to the compensation and classification study. Findings from focus groups and interviews are separated by category below.

General Feedback

Employees commonly regard the City as a positive place to work, however in recent years the fiscal conditions and toughening job market have pushed morale slightly lower. Employees did have several positive comments regarding working for the City including the following:

- Employees regularly cited the benefits package, specifically retirement and health insurance benefits, as one of the primary reasons for both joining the City as well as remaining employed there.
- Most employees cited the location of the City as a reason for originally wanting to be employed there, as well as remaining employed at the City.
- Most employees believe the City is a great place to work, and they truly enjoy the work they do, as well as their co-workers and the work environment.

Benefits Observations

A strong majority of employees were pleased with the benefits package offered by the City to its employees. While employees admitted that the benefits drew them to the City, they do see some opportunities for improvement in this area.

- Many employees perceived an inconsistency with exempt and non-exempt classifications and earning comp time or overtime. These employees indicated that some supervisory or director positions have the ability to make overtime, while other lower level positions do not have that ability. There was also the sense that depending on the department, employees can choose whether they want comp time or overtime. They felt that the employee handbook left room for interpretation on this issue, which contributes to the problem.
- Employees largely wish that the rising cost of benefits would factor into their ability to receive some kind of cost-of-living-based salary increase. Employees believe previous salary increases were also met with an increase in insurance costs, thus negating much, if not all, of the salary increase received.



- Some employees expressed a desire to combine sick and vacation time into a general paid time off pool so that there is more flexibility in using this time. These employees also stated they would like to be compensated for their unused sick or vacation time in the current system.

Compensation Issues

As previously mentioned, employees were very grateful to receive cost of living increases consistently while other public sector organizations have not. City staff offered several additional comments related to compensation, these included:

- There is a sense that additional duties have been added to individuals and that compensation has not been addressed in recognition of these additional duties.
- Many employees believed they need to be compensated for acquiring additional education, certifications, training, or languages which are relevant to their job functions. Employees that discussed this felt the lack of compensation for certifications went against the City's goal to encourage employees to seek out continuing education opportunities.
- Pay compression, or the perception of compression was noted in several focus groups. The compression described relates mostly to longer-tenured employees being paid approximately the same wage as a new employee. This was noted as an especially big problem within the Fire Department. To be fair, while this may be the case, this situation is common in public sector environments.
- Many employees indicated that some of the lower pay grades are not high enough for the cost of living, which requires employees in these grades to have multiple jobs in order to make enough money to support a family.
- Some employees felt that there is an internal equity issue within the City where supervisors are making the same or less than their subordinates.

Classification Issues

Many of the directors, supervisors, and employees provided the Evergreen Solutions team with issues specific to individual classifications which were analyzed during the JAT process. More general issues included:

- Most employees said that some jobs have out-grown their initial design and are performing duties far outside the original intent of the position. Many employees attributed this to high turnover and, therefore, limited staff.
- Some employees felt they have taken on additional responsibilities as other employees leave and positions remain unfilled. They expressed concern that these additional duties aren't reflected in updated classification titles, descriptions, or in compensation.
- Many employees felt that there isn't room for advancement in the current classification system. These employees expressed a desire for larger job families or a career ladder in an attempt to remedy this problem.



- Some employees that are within a job family indicated that there isn't a differentiation between different classifications within that job family, yet there is a differentiation of pay.
- Most employees also had the impression that the current step plan in place within the City is not being used, so reclassifications are the only way to attempt to get a raise.
- Some employees feel there is an inequity between Water Treatment Plant and Wastewater Treatment plant classifications, as well as between the Police and Fire classifications. These employees said that positions that have similar job functions are being classified the same between departments.

Market Peers

Focus group and interview participants were asked to name those organizations that they considered to be market peers. These are organizations that the focus group and interview participants felt are the biggest competitors to the City in terms of compensation, benefits, and other intrinsic qualities such as working conditions. Their responses are listed below:

- City of Ocean City
- Annapolis City
- City of Wilmington
- Baltimore County
- Anne Arundel County
- Howard County
- Montgomery County
- Fairfax County
- Fredrick County
- Power County
- Manassas County
- Norfolk County
- York County
- Portsmouth County
- Coatsville, PA
- State of Maryland
- State of Delaware
- Virginia Highway
- Cambridge
- Salisbury University
- Hornpoint University
- Wor-Wic Community College
- Worcester County
- Wicomico County
- City of Easton
- City of Berlin
- City of Annapolis
- Talbot County
- Norfolk Zoo
- Brandywine Zoo



- National Zoo
- Baltimore Zoo
- Cape May County Zoo
- Philadelphia Zoo
- Franklin Park Zoo

Benchmark Positions

Input was solicited from employees as to which positions at the City present the greatest challenges with regard to recruitment and retention. Not all of these classifications are necessarily difficult to fill, but difficult to retain individuals for. For example, the City may receive hundreds of applications each time an opening for a Secretary comes up, however the position may struggle with retention. These positions provide a basic framework for populating the market salary survey. The positions mentioned by focus group and interview participants were as follows:

- Fire Chief
- Project Engineer
- Pretreatment Technicians
- Utility Tech I
- Wastewater Operators
- Zookeeper I
- Finance positions
- Police Communications positions
- Public Works positions

SUMMARY

In general, employees felt that the City is a positive place to work and enjoy their co-workers along with the current work environment. Many employees agreed that the economy has put a strain on the City and are appreciative of their jobs. It should be noted that employees gave constructive feedback during focus groups and are eager to see the City improve. The feedback provided by employees during this portion of the study will be vital to further analysis and the recommendations of this study.



Chapter 3 – Assessment of Current Conditions

The purpose of this statistical evaluation is to provide an overall assessment of the structure of the compensation plan in place within the City and a brief analysis of the employee demographics within the organization. Data included here reflect the demographics in place at present and should be considered a snapshot in time. The data contained within this report provide fertile ground for more detailed analysis and recommendations through the course of this study, but will not be sufficient cause for recommendations on its own. By reviewing information about the City's compensation structure, philosophies, and employee demographics, Evergreen Solutions can gain a better understanding of the structures and methods in place that will help identify issues for both further review and potential revision.

Pay Plan Analysis

The City currently has three pay structures which place employees into pay grades by classification. The three plans are for general, fire, and police employees. There are 222 employees in the general pay plan, 71 employees in the fire pay plan, and 88 employees in the police pay plan. All three pay plans are organized in a step configuration with each step representing a new salary within the range. All grades of the three step plans have 25 steps.

The first step plan has 18 numbered pay grades, with all except grades currently occupied by at least one employee. Range spreads are 61 percent across all grades in the general pay plan. The fire step plan has six numbered grades, all of which are currently occupied by at least one employee. Range spreads vary between 51 percent and 64 percent, with an average range spread of 59 percent across all fire grades. The police step plan has eight numbered grades, all of which occupy at least one employee. Range spreads vary between 54 percent and 65 percent, with an average range spread of 57 percent across all police pay grades.

Exhibit 3A on the following page illustrates the City's present pay plans and the number of employees at each grade. Grade 4 (general) possesses the highest number of employees with 38. The second largest pay grade is Grade 3 (general), which has 35 employees. Grades 6 (general), 2 (fire), and 1 (police) all have the third largest number of employees, which is 33. Pay grades 17 (general), 18 (general), 8 (fire), 8 (police), and 9 (police) each possess only one employee.

Exhibit 3A
Current Pay Plan

General Salary Structure					Fire Salary Structure						
Grade	Minimum	Midpoint	Maximum	Range Spread	Employees	Grade	Minimum	Midpoint	Maximum	Range Spread	Employees
1	\$ 20,780	\$ 27,102	\$ 33,423	61%	4	F2	\$ 34,746	\$ 45,192	\$ 55,637	60%	33
2	\$ 22,442	\$ 29,261	\$ 36,079	61%	19	F4	\$ 41,927	\$ 52,571	\$ 63,214	51%	24
3	\$ 24,238	\$ 31,612	\$ 38,985	61%	35	F5	\$ 43,297	\$ 56,287	\$ 69,276	60%	6
4	\$ 26,177	\$ 34,141	\$ 42,104	61%	38	F6	\$ 48,276	\$ 62,781	\$ 77,286	60%	2
5	\$ 28,272	\$ 36,873	\$ 45,474	61%	19	F7	\$ 54,122	\$ 71,359	\$ 88,595	64%	5
6	\$ 30,533	\$ 39,822	\$ 49,110	61%	33	F8	\$ 60,833	\$ 79,072	\$ 97,311	60%	1
7	\$ 32,975	\$ 43,007	\$ 53,038	61%	13	Fire Salary Structure Total					71
8	\$ 35,614	\$ 46,449	\$ 57,283	61%	21	Police Salary Structure					
9	\$ 38,463	\$ 50,164	\$ 61,865	61%	4	Grade	Minimum	Midpoint	Maximum	Range Spread	Employees
10	\$ 41,539	\$ 54,176	\$ 66,813	61%	8						
11	\$ 44,863	\$ 58,511	\$ 72,159	61%	11	P1	\$ 36,473	\$ 46,352	\$ 56,231	54%	33
12	\$ 48,452	\$ 63,192	\$ 77,932	61%	4	P3	\$ 39,869	\$ 50,781	\$ 61,693	55%	31
13	\$ 52,328	\$ 68,247	\$ 84,166	61%	3	P4	\$ 42,734	\$ 54,518	\$ 66,301	55%	8
14	\$ 56,514	\$ 73,707	\$ 90,899	61%	4	P5	\$ 46,448	\$ 59,362	\$ 72,275	56%	6
15	\$ 61,036	\$ 79,605	\$ 98,173	61%	2	P6	\$ 51,330	\$ 68,033	\$ 84,736	65%	6
16	\$ 65,918	\$ 85,972	\$ 106,025	61%	2	P7	\$ 57,060	\$ 73,202	\$ 89,344	57%	2
17	\$ 71,191	\$ 92,849	\$ 114,506	61%	1	P8	\$ 63,640	\$ 81,784	\$ 99,927	57%	1
18	\$ 76,887	\$ 100,278	\$ 123,668	61%	1	P9	\$ 64,614	\$ 84,271	\$ 103,928	61%	1
General Salary Structure Total					222	Police Salary Structure Total					88
					Overall Total						381

Source: Evergreen Solutions, May 2013.

It is important to have an organized pay structure because it gives employees something to work towards and also helps clear confusion about future salary increases or equity among different pay grades. Additionally, an established pay structure allows the organization to analyze and address problems regarding compression within job classifications and compression among different grades with a sense of consistency and thoroughness.

Consideration of the external market as well as the need for internal equity among classifications will also benefit the organization in a number of ways. A competitive pay structure will allow the City to be an effective recruiter in the marketplace, contribute to a reduction in employee turnover, set the precedent to offer comparable base salaries for positions, and give employees ample room for upward growth and motivation for professional development, all of which the present compensation plan has potential to do.

Grade Placement Analysis

In assessing the overall effectiveness of an organization's pay plan and policies, it is often helpful to analyze a snapshot in time of where employee salaries stand in comparison to the range in which they are placed. An organization with no career ladder, for example, which limits the methods by which employees are able to progress through the ranges, would be expected to reveal a large clustering of employees at or near the minimum of their pay grades. An organization with severely uncompetitive range values may have employees clustered near the top of their ranges because the organization is required to pay them the

highest salary possible in order to limit turnover. These situations as well as others may reveal themselves through the analysis of grade placement data and for that reason it is analyzed in this segment of the report.

Grade midpoint is often considered the most accepted market average. Therefore, it is important to examine the percentages of employees at the City who fall above and below the calculated midpoint of their respective pay grade. The following exhibits detail this information for each pay grade.

Exhibit 3B shows that across all employees in the City's pay plan, 50 employees (or 13.1 percent) are at the minimum of their respective pay grade and 4 employees (or 1.0 percent) are at the maximum of their respective pay grade. Being at the grade minimum is typically a sign of a newer employee who has not had the opportunity or experience necessary to progress from that entry level of compensation, or that an employee has just been promoted into a new pay grade. Contrarily, being at the grade maximum is typically a sign of an established employee who has had the opportunity or experience necessary to progress to the top of compensation, or that an employee may be nearing an opportunity for promotion which would result in a reclassification into a new pay grade. This analysis shows that very few employees are at either the minimum or maximum of their pay grade.

Exhibit 3C provides the breakdown of employees above and below midpoint by pay grade. The exhibit shows that 304 employees (or 79.8 percent) are below the midpoint of their respective pay grades, while 77 (or 20.2 percent) lie above the midpoint of their respective pay grade. This analysis shows that over three-fourths of employees fall below the midpoint of their respective pay grade. Too many employees above or below midpoint can result in compression within a pay grade. Further analysis of the quartiles within each pay grade will indicate if compression exists in specific segments of the City's pay plan.

Exhibit 3B
Employees at Minimum and Maximum by Pay Grade

Grade	Employees	#at Min	%at Min	#at Max	%at Max
1	4	1	25.0%	0	0.0%
2	19	0	0.0%	0	0.0%
3	35	0	0.0%	0	0.0%
4	38	0	0.0%	1	2.6%
5	19	5	26.3%	0	0.0%
6	33	8	24.2%	0	0.0%
7	13	0	0.0%	0	0.0%
8	21	1	4.8%	0	0.0%
9	4	0	0.0%	0	0.0%
10	8	1	12.5%	0	0.0%
11	11	0	0.0%	1	9.1%
12	4	0	0.0%	0	0.0%
13	3	0	0.0%	0	0.0%
14	4	1	25.0%	0	0.0%
15	2	0	0.0%	0	0.0%
16	2	0	0.0%	0	0.0%
17	1	0	0.0%	0	0.0%
18	1	0	0.0%	0	0.0%
F2	33	16	48.5%	0	0.0%
F4	24	10	41.7%	0	0.0%
F5	6	2	33.3%	0	0.0%
F6	2	0	0.0%	0	0.0%
F7	5	0	0.0%	0	0.0%
F8	1	0	0.0%	0	0.0%
P1	33	5	15.2%	0	0.0%
P3	31	0	0.0%	0	0.0%
P4	8	0	0.0%	0	0.0%
P5	6	0	0.0%	2	33.3%
P6	6	0	0.0%	0	0.0%
P7	2	0	0.0%	0	0.0%
P8	1	0	0.0%	0	0.0%
P9	1	0	0.0%	0	0.0%
Total	381	50	13.1%	4	1.0%

Source: Evergreen Solutions, May 2013.



Exhibit 3C
Employees Above and Below Midpoint by Pay Grade

Grade	Employees	#<Mid	%<Mid	#>Mid	%>Mid
1	4	4	100.0%	0	0.0%
2	19	18	94.7%	1	5.3%
3	35	30	85.7%	5	14.3%
4	38	33	86.8%	5	13.2%
5	19	18	94.7%	1	5.3%
6	33	25	75.8%	8	24.2%
7	13	12	92.3%	1	7.7%
8	21	19	90.5%	2	9.5%
9	4	2	50.0%	2	50.0%
10	8	5	62.5%	3	37.5%
11	11	9	81.8%	2	18.2%
12	4	3	75.0%	1	25.0%
13	3	2	66.7%	1	33.3%
14	4	4	100.0%	0	0.0%
15	2	1	50.0%	1	50.0%
16	2	1	50.0%	1	50.0%
17	1	1	100.0%	0	0.0%
18	1	1	100.0%	0	0.0%
F2	33	33	100.0%	0	0.0%
F4	24	24	100.0%	0	0.0%
F5	6	6	100.0%	0	0.0%
F6	2	1	50.0%	1	50.0%
F7	5	5	100.0%	0	0.0%
F8	1	1	100.0%	0	0.0%
P1	33	33	100.0%	0	0.0%
P3	31	13	41.9%	18	58.1%
P4	8	0	0.0%	8	100.0%
P5	6	0	0.0%	6	100.0%
P6	6	0	0.0%	6	100.0%
P7	2	0	0.0%	2	100.0%
P8	1	0	0.0%	1	100.0%
P9	1	0	0.0%	1	100.0%
Total	381	304	79.8%	77	20.2%

Source: Evergreen Solutions, May 2013.



Quartile Analysis

To determine where employee salaries fall within the pay structure, each pay grade was divided into four equal quartiles, and employees were assigned a quartile based on where their salary fell. Exhibit 3D illustrates the number employees in each pay grade and in each quartile. Exhibit 3E also analyzes the number of full-time employees in each pay grade and in each quartile, but presents the figures as a graph representing percentage of the total number of employees in each grade.

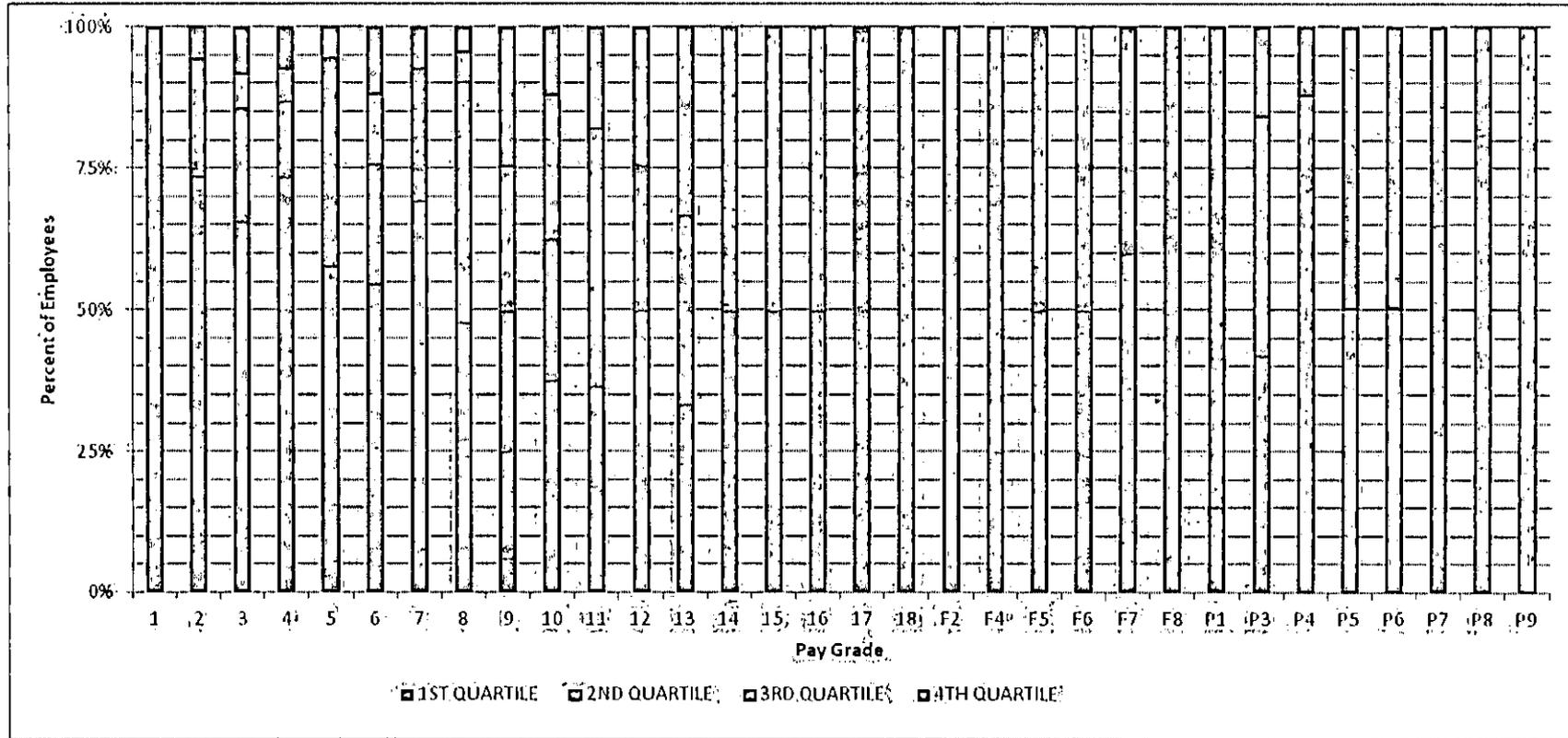
Exhibit 3D
Quartile Analysis (Count of Employees)

GRADE	Total	1ST QUARTILE	2ND QUARTILE	3RD QUARTILE	4TH QUARTILE
1	4	4	0	0	0
2	19	14	4	1	0
3	35	23	7	2	3
4	38	28	5	2	3
5	19	11	7	1	0
6	33	18	7	4	4
7	13	9	3	0	1
8	21	10	9	1	1
9	4	1	1	1	1
10	8	3	2	2	1
11	11	4	5	0	2
12	4	2	1	0	1
13	3	1	1	1	0
14	4	2	2	0	0
15	2	0	1	1	0
16	2	0	1	1	0
17	1	0	1	0	0
18	1	0	1	0	0
F2	33	33	0	0	0
F4	24	24	0	0	0
F5	6	3	3	0	0
F6	2	0	1	1	0
F7	5	3	2	0	0
F8	1	1	0	0	0
P1	33	5	28	0	0
P3	31	0	13	13	5
P4	8	0	0	7	1
P5	6	0	0	3	3
P6	6	0	0	3	3
P7	2	0	0	0	2
P8	1	0	0	1	0
P9	1	0	0	1	0
Total	381	199	105	46	31

Source: Evergreen Solutions, May 2013.



Exhibit 3E
 Quartile Analysis (Percentage of Employees per Pay Grade)



Source: Evergreen Solutions, May 2013.

This analytical tool is helpful in determining whether employee salaries are adequately disbursed throughout the pay range and also helps to identify cases in which pay grade incumbents dominate the upper ranges of the grade. The latter could indicate that pay ranges are too low to hire employees in, at, or near the minimum, that employees are moving too quickly through the pay range, or that the pay grade includes a large number of employees with significant tenure.

The observation made in the Grade Placement Analysis that a majority of employees fall below the midpoint in their respective pay grades is further exemplified in the Quartile Analysis. In particular, it can be seen that over half of all employees in the study fall in the first quartile, and 27.6 percent of employees fall within the second quartile of their respective pay grades. Several pay grades have two or less incumbents, such as pay grades 17 (general), 8 (fire), and 7 (police); this explains why these types of pay grades show all employees occupying a single quartile. However, all 33 incumbents in the 2 (fire) and all 24 incumbents in the 4 (fire) pay grades have salaries in the first quartile of the pay grade. This compression in the first quartile is also seen in the general pay plan, where grades 1 through 7 all have over half of employees in the first quartile. Compression in the first and second quartiles is seen in grade 1 (police), where all employees are in the lower half and 85 percent are in the second quartile. The upper grades of the police pay plan – in particular, grades 4 and higher – have all employees in the upper half of their respective pay grades. Compression appears to exist in the third quartile of these pay grades. All of these signs of compression most likely represent employees with shorter or longer tenure and who therefore are either at the beginning steps of their pay grade or who have further progressed through their pay grades. Further analysis of employee demographics will likely confirm this.

Employee Demographics

As of April 2013, the City employed 381 individuals. The following analyses are intended to provide basic information regarding how employees are distributed among departments and the tenure of employees.

The City's employees are spread among 8 departments. Exhibit 3F depicts the number of classifications present in each department, along with the number and overall percentage of total employees by department. As the exhibit illustrates, the largest department in the City is Public Works, with 151 employees, representing 39.6 percent of the City's total workforce, while City Clerk, Community Development, Human Resource, and Information Technology are the smallest departments, each with two employees, each representing 0.5 percent of the City's total workforce.



Exhibit 3F
Employees by Department

Department	Employees	Classes	% of Total
CITY CLERK	2	2	0.5%
EXECUTIVE	8	8	2.1%
FIRE FIGHTING	74	9	19.4%
INFORMATION TECHNOLOGY	2	2	0.5%
INTERNAL SERVICES	153	101	40.2%
NEIGHBORHOOD SERVICES	2	2	0.5%
POLICE	115	23	30.2%
PUBLIC WORKS	151	99	39.6%
Total	507	246	133%

Source: Evergreen Solutions, June 2013

Evaluating average employee tenure is another valuable tool by which the workforce can be demographically analyzed. Many things can be learned by assessing the tenure of employees in an organization including understanding the relative age and experience of the workforce at the City. This information in turn can help in making important decisions about handling compression within the pay structure and planning for succession within positions.

Exhibit 3G shows average employee tenure by pay grade. This data shows that average tenure across the City is approximately 10.1 years. This is above the national average, which according to recent statistics from the Department of Labor, is slightly more than seven years for employees in the public sector.



Exhibit 3G
Employee Tenure by Pay Grade

Grade	Count	Avg Tenure
1	4	7.6
2	19	7.3
3	35	9.6
4	38	9.0
5	19	9.0
6	33	13.5
7	13	7.0
8	21	13.4
9	4	21.6
10	8	18.7
11	11	12.3
12	4	20.0
13	3	28.6
14	4	7.6
15	2	12.8
16	2	1.5
17	1	3.3
18	1	18.3
F2	33	4.7
F4	24	6.5
F5	6	18.1
F6	2	20.7
F7	5	18.6
F8	1	18.5
P1	33	2.2
P3	31	10.3
P4	8	12.0
P5	6	17.1
P6	6	19.2
P7	2	22.8
P8	1	25.7
P9	1	28.8
Overall Average		10.1

Source: Evergreen Solutions, May 2013.



Some pay grades with the most significant average tenure are 9 (police), 13 (general), and 8 (police), where average tenure is 28.8, 28.6, and 25.7 years, respectively. The employees in these classifications undoubtedly possess a wealth of institutional knowledge which if lost without preparation, could leave the City with knowledge gaps that could significantly affect the quality of services provided in the future. Lower than average tenure is also important to evaluate because it can identify positions with significant turnover or retention issues. The pay grades with the lowest tenure are 16 (general), 1 (police), and 17 (general), with an average tenure of 1.5, 2.2, and 3.3 years, respectively. Further analysis should be done to assess if lower tenure in these classifications is compensation-related.

In the Quartile Analysis, some grades were identified as having an unusually high percentage of employees in the lower or upper parts of their respective pay grades. Grades 1 (police), and 2 (fire) were all identified as grades with potential compression in the lower half of their half of their ranges, and Exhibit 3G shows that these grades all have average tenure of less than five years. Similarly, grades 4 through 9 of the police plan showed compression in the upper half of their pay ranges, and these grades all have average tenure that is above the overall City average tenure of 10.1 years. This means that tenure may help explain some of the compression seen in these pay grades. However, other grades identified in the Quartile Analysis as compressed in the lower part of their ranges show relatively high average tenure. Grade 6 (general) in particular had over half of employees in the first quartile and has average tenure of 13.5 years. This indicates that tenure may not fully explain the compression that was observed in some pay grades.

Overall, the City's compensation plan has a solid structure on which to grow. Further information gained from market analysis and employee feedback will assist in this analysis. The City has the potential and is well equipped to take the next step in becoming a more competitive employment force in their labor market.



Chapter 4 - Market Summary

One of the best and most direct methods of determining the relative competitive position of an organization in the market place is to conduct a market comparison study. A study of this nature focuses on the average salaries and salary ranges offered by the market. This methodology is used to provide an overall analysis and not to evaluate salaries for individual positions. Market comparisons do not translate well at the individual level because individual pay is determined through a combination of factors, including demand for the type of job, performance, prior experience, and, in some cases, an individual's negotiation skills during the hiring process. Therefore, a market comparison is not the only tool used to determine pay levels by classification nor can it provide quantifiable salary recommendations for individual positions. As a result, market data can be used to evaluate overall market competitiveness.

Market comparison analysis is best thought of as a snapshot of current market conditions, as the data is collected at the time of the study and provides the most up to date market information. It should be noted that market conditions can change, and in some cases change quickly. Therefore, although market surveys are useful for making updates to a salary structure, they must be done at regular intervals if the organization wishes to stay current with the marketplace.

Evergreen Solutions consultants conducted a comprehensive market survey for the City. A sample of 49 job classifications was surveyed. Market relevant matches were made for all 49 positions. When seeking to compare the City to its peers, a number of factors were taken into account, such as location and relative population. Data was collected from the following list of 26 market peers:

Town of Ocean City, MD
City of Cambridge, MD
Salisbury University, MD
Town of Easton, MD
City of Annapolis, MD
City of Hagerstown, MD
City of Cumberland, MD
Wicomico County, MD
Talbot County, MD
Pocomoke City, MD

Maryland State Police
Delaware State Police
City of Laurel, MD
Town of Georgetown, DE
City of Seaford, DE
City of Milford, DE
Annapolis PD, MD
Dorchester County, MD
Worchester County, MD
Town of Snow Hill, MD

Sussex County, DE
Maryland Department of
Transportation, MD
Virginia Department of
Transportation, VA
City of Dover, DE
State of Maryland
Town of Berlin, MD

The averages for the salary minimums, midpoints, and maximums for the survey targets are presented in Exhibit 4A for classifications at the City.



Exhibit 4A
Market Summary Differentials

ID	Classification	Survey Minimum		Survey Midpoint		Survey Maximum		Survey Avg Range Spread
		Average	% Diff	Average	% Diff	Average	% Diff	
1	Utility Technician I (Water/Sewer)	\$ 31,141.73	-38.8%	\$ 38,836.07	-32.7%	\$ 46,530.40	-29.0%	49.4%
2	Utility Technician II (Water/Sewer)	\$ 33,610.00	-28.4%	\$ 41,817.40	-22.5%	\$ 50,024.80	-18.8%	48.8%
3	Utility Technician III (Water/Sewer)	\$ 36,401.60	-28.8%	\$ 45,931.20	-24.6%	\$ 55,460.80	-22.0%	52.4%
4	Plant Mechanic (Wastewater)	\$ 35,694.25	-36.4%	\$ 46,336.75	-35.7%	\$ 56,979.00	-35.3%	59.6%
7	WWTP Operator I	\$ 30,235.16	-15.5%	\$ 39,312.30	-15.1%	\$ 48,389.44	-14.9%	60.0%
8	WWTP Operator II	\$ 32,997.80	-17.1%	\$ 42,562.23	-15.6%	\$ 52,126.65	-14.6%	58.0%
9	WWTP Operator III	\$ 35,472.87	-16.2%	\$ 45,670.73	-14.7%	\$ 55,868.60	-13.8%	57.5%
10	Water Treatment Plant Operator I	\$ 31,309.89	-2.5%	\$ 40,397.93	-1.4%	\$ 49,485.97	-0.8%	58.1%
11	Water Treatment Plant Operator II	\$ 35,473.60	-7.6%	\$ 45,085.95	-4.8%	\$ 54,698.30	-3.1%	54.2%
13	WWTP Shift Supervisor	\$ 41,175.00	-24.9%	\$ 53,845.00	-25.2%	\$ 66,515.00	-25.4%	61.5%
14	Lab Technician (Wastewater)	\$ 31,501.80	-20.3%	\$ 40,574.73	-18.8%	\$ 49,647.65	-17.9%	57.6%
15	Pretreatment Technician I	\$ 23,796.00	1.8%	\$ 30,362.00	4.0%	\$ 36,928.00	5.3%	55.2%
16	Pretreatment Technician II	\$ 26,783.00	5.3%	\$ 34,299.50	7.0%	\$ 41,816.00	8.0%	56.1%
17	Project Engineer	\$ 47,721.48	6.4%	\$ 63,406.98	8.4%	\$ 79,092.48	9.6%	65.7%
18	Motor Equipment Operator I	\$ 27,428.87	-22.2%	\$ 35,590.10	-21.6%	\$ 43,751.33	-21.3%	59.5%
19	Motor Equipment Operator II	\$ 29,044.56	-19.8%	\$ 37,730.12	-19.4%	\$ 46,415.68	-19.1%	59.8%
20	Motor Equipment Operator III	\$ 30,082.72	-14.9%	\$ 39,452.88	-15.6%	\$ 48,823.04	-16.0%	62.3%
21	Zoo Keeper I	\$ 24,986.00	-3.1%	\$ 32,941.33	-4.2%	\$ 40,896.67	-4.9%	63.7%
22	Zoo Keeper II	\$ 29,347.33	-12.1%	\$ 39,374.67	-15.3%	\$ 49,402.00	-17.3%	68.3%
24	Zoo Keeper IV	\$ 32,713.33	-7.1%	\$ 43,436.50	9.1%	\$ 54,159.67	-10.3%	65.6%
34	Assistant Superintendent of WWTP	\$ 48,491.28	-16.7%	\$ 63,421.18	-17.1%	\$ 78,351.08	-17.3%	61.6%
35	Water Treatment Plant Superintendent	\$ 51,009.80	-5.3%	\$ 67,420.40	-6.7%	\$ 83,831.00	-7.6%	64.3%
36	Superintendent of WWTP	\$ 58,655.97	-12.1%	\$ 76,980.90	-12.8%	\$ 95,306.17	-13.2%	62.5%
44	Maintenance Supervisor (Wastewater)	\$ 41,224.60	-15.8%	\$ 54,103.80	-16.5%	\$ 66,983.00	-16.9%	62.5%
50	Bio-solids Manager	\$ 40,390.00	-13.4%	\$ 55,927.50	-20.4%	\$ 71,465.00	-24.8%	76.9%

Source: Evergreen Solutions, May 2013.

Exhibit 4A (Continued)
Market Summary Differentials

ID	Classification	Survey Minimum		Survey Midpoint		Survey Maximum		Survey Avg Range Spread
		Average	% Diff	Average	% Diff	Average	% Diff	
25	Assistant City Administrator	\$ 62,686.50	-29.4%	\$ 84,490.00	-33.7%	\$ 106,293.25	-36.4%	69.6%
26	Executive Office Associate	\$ 34,956.30	-14.5%	\$ 46,344.78	-16.4%	\$ 57,733.25	-17.6%	65.2%
27	Administrative Office Associate	\$ 29,241.03	-11.7%	\$ 38,492.35	-12.7%	\$ 47,743.55	-13.4%	63.3%
28	Housing Supervisor	\$ 38,327.40	-7.6%	\$ 51,924.10	-11.8%	\$ 65,520.80	-14.4%	71.0%
29	Community Development Director	\$ 45,374.33	-11.1%	\$ 54,676.33	-16.6%	\$ 63,978.33	-11.3%	41.0%
30	Code Enforcement Officer	\$ 33,549.76	-9.9%	\$ 46,098.64	-15.8%	\$ 58,647.52	-19.4%	74.8%
31	Human Resources Associate	\$ 32,305.73	-5.8%	\$ 42,054.84	-5.6%	\$ 51,803.95	-5.5%	60.4%
32	Human Resources Manager	\$ 40,166.83	-12.8%	\$ 53,681.83	-15.6%	\$ 67,196.83	-17.3%	67.3%
33	Chief Operator of WWTP	\$ 42,431.60	-19.1%	\$ 55,516.60	-19.5%	\$ 68,603.80	-19.8%	61.7%
45	Network Technician	\$ 36,526.63	-19.6%	\$ 48,880.16	-22.7%	\$ 61,233.69	-24.7%	67.6%
47	Account Clerk I	\$ 26,026.44	-17.0%	\$ 34,121.36	-17.0%	\$ 42,216.28	-17.0%	62.2%
48	Account Clerk II	\$ 29,072.67	-11.1%	\$ 38,430.33	-12.6%	\$ 47,788.00	-13.5%	64.4%
51	Accountant	\$ 40,557.83	-2.4%	\$ 54,332.67	-0.3%	\$ 68,107.50	-1.9%	67.9%
52	Chief Accounts Clerk	\$ 35,587.80	-16.6%	\$ 46,067.70	-15.7%	\$ 56,547.60	-15.1%	58.9%
53	Payroll Clerk	\$ 32,073.20	-13.4%	\$ 42,184.40	-14.4%	\$ 52,295.60	-15.0%	63.1%
54	Assistant Director IS - Finance	\$ 56,764.00	-26.5%	\$ 75,830.57	-29.6%	\$ 94,897.00	-31.5%	67.2%
55	Assistant Director IS - Procurement	\$ 55,488.40	-14.5%	\$ 72,982.10	-15.5%	\$ 90,475.60	-16.1%	63.1%
37	Captain (Fire Department)	\$ 53,498.95	-10.8%	\$ 70,419.35	-12.2%	\$ 87,339.75	-13.0%	63.3%
38	Deputy Fire Chief	\$ 59,301.75	-2.5%	\$ 79,232.38	-0.2%	\$ 99,163.00	-1.9%	67.2%
39	Firefighter/Paramedic	\$ 41,160.35	1.8%	\$ 53,916.65	-2.6%	\$ 66,672.94	-5.5%	62.0%
40	Firefighter/EMT	\$ 38,415.35	-10.6%	\$ 50,305.02	-11.3%	\$ 62,194.69	-11.8%	61.9%
41	Police Officer	\$ 40,882.94	-12.1%	\$ 53,194.20	-14.8%	\$ 65,504.89	-16.5%	60.2%
42	Captain (Police Department)	\$ 63,707.26	-11.6%	\$ 81,984.91	-12.0%	\$ 100,262.29	-12.2%	57.4%
43	Police Communications Officer I	\$ 31,485.00	-4.7%	\$ 42,249.08	-17.1%	\$ 53,013.17	-25.9%	68.4%
46	Colonel Police	\$ 74,176.17	-14.8%	\$ 97,085.00	-15.2%	\$ 119,993.50	-15.5%	61.8%
			-13.3%		-14.1%		-14.6%	61.8%

Source: Evergreen Solutions, May 2013.

4.1 SALARY SURVEY RESULTS

As Exhibit 4A illustrates, the average actual salaries for the 49 benchmarked positions at the City are on average about 14.0 percentile below the market ranges at midpoint. While a couple classifications fall in the and above market range, most positions fall below their respective market ranges.

Within Market Classifications

As Exhibit 4B illustrates, seven of the benchmarked classifications at the City have “average” range midpoints within 10 percent of the market, which represents 12.7 percent of the total count. From Exhibit 4B, the following observations can be drawn about the within market classifications:

- The seven classifications within the market range are, on average almost within their respective market range.

Exhibit 4B
At Market Classifications

ID	Classification	Survey Minimum		Survey Midpoint		Survey Maximum		Survey Avg Range
		Average	% Diff	Average	% Diff	Average	% Diff	
10	Water Treatment Plant Operator	\$ 31,309.89	-2.5%	\$ 40,397.93	-1.4%	\$ 49,485.97	-0.8%	58.1%
11	Water Treatment Plant Operator	\$ 35,473.60	-7.6%	\$ 45,085.95	-4.8%	\$ 54,698.30	-3.1%	54.2%
17	Project Engineer	\$ 47,721.48	-6.4%	\$ 63,406.98	-8.4%	\$ 79,092.48	-9.6%	65.7%
29	Community Development Director	\$ 45,374.33	-1.1%	\$ 54,676.33	6.6%	\$ 63,978.33	11.3%	41.0%
31	Human Resources Associate	\$ 32,305.73	-5.8%	\$ 42,054.84	-5.6%	\$ 51,803.95	-5.5%	60.4%
38	Deputy Fire Chief	\$ 59,301.75	2.5%	\$ 79,232.38	-0.2%	\$ 99,163.00	-1.9%	67.2%
51	Accountant	\$ 40,557.83	2.4%	\$ 54,332.67	-0.3%	\$ 68,107.50	-1.9%	67.9%
			-2.7%		-2.0%		-1.6%	59.2%

Source: Evergreen Solutions, May 2013.

Below Market Classifications

As Exhibit 4C illustrates, the City is below the market range at midpoint for 47 benchmarked positions, which represents over 90 percent of the 50 surveyed positions with City matches. Exhibit 4C shows these 47 classifications and the percentage that these positions fall below the market average minimum, midpoint and maximum on average.

Three classifications are more than 30.0 percent “below market” at the midpoint. Midpoint is often compared because it represents an employee that is proficient in job performance due to experience in current job classification. These classifications are listed below with their differentials:

- Plant Mechanic Wastewater, 35.7 percent below market
- Assistant City Administrator, 33.3 percent below market
- Utility Technician I (Water/Sewer), 32.7 percent below market



Exhibit 4C
Below Market Classifications

ID	Classification	Survey Minimum		Survey Midpoint		Survey Maximum		Survey Range Spread
		Average	% Diff	Average	% Diff	Average	% Diff	
44	Plant Mechanic (Wastewater)	\$ 35,694.25	-36.4%	\$ 46,336.75	-35.7%	\$ 56,979.00	-35.3%	59.6%
25	Assistant City Administrator	\$ 62,686.50	-29.4%	\$ 84,490.00	-33.7%	\$ 106,293.25	-36.4%	69.6%
1	Utility Technician I (Water/Sewer)	\$ 31,144.73	-38.8%	\$ 38,836.07	-32.7%	\$ 46,530.40	-29.0%	49.4%
54	Assistant Director IS – Finance	\$ 56,764.00	-26.5%	\$ 75,830.57	-29.6%	\$ 94,897.00	-31.5%	67.2%
13	WWWTP Shift Supervisor	\$ 41,175.00	-24.9%	\$ 53,845.00	-25.2%	\$ 66,515.00	-25.4%	61.5%
3	Utility Technician III (Water/Sewer)	\$ 36,401.60	-28.8%	\$ 45,931.20	-24.6%	\$ 55,460.80	-22.0%	52.4%
45	Network Technician	\$ 36,526.63	-19.6%	\$ 48,880.16	-22.7%	\$ 61,233.69	-24.7%	67.6%
2	Utility Technician II (Water/Sewer)	\$ 33,610.00	-28.4%	\$ 41,817.40	-22.5%	\$ 50,024.80	-18.8%	48.8%
18	Motor Equipment Operator I	\$ 27,428.87	-22.2%	\$ 35,590.10	-21.6%	\$ 43,751.33	-21.3%	59.5%
50	Bio-solids Manager	\$ 40,390.00	-13.4%	\$ 55,927.50	-20.4%	\$ 71,465.00	-24.8%	76.9%
33	Chief Operator of WWTP	\$ 42,431.60	-19.1%	\$ 55,516.60	-19.5%	\$ 68,603.80	-19.8%	61.7%
19	Motor Equipment Operator II	\$ 29,044.56	-19.8%	\$ 37,730.12	-19.4%	\$ 46,415.68	-19.1%	59.8%
14	Lab Technician (Wastewater)	\$ 31,501.80	-20.3%	\$ 40,574.73	-18.8%	\$ 49,647.65	-17.9%	57.6%
43	Police Communications Officer I	\$ 31,485.00	-4.7%	\$ 42,249.08	-17.1%	\$ 53,013.17	-25.9%	68.4%
34	Assistant Superintendent of WWTP	\$ 48,491.28	-16.7%	\$ 63,421.18	-17.1%	\$ 78,351.08	-17.3%	61.6%
47	Account Clerk I	\$ 26,026.44	-17.0%	\$ 34,121.36	-17.0%	\$ 42,216.28	-17.0%	62.2%
44	Maintenance Supervisor (Wastewater)	\$ 41,224.60	-15.8%	\$ 54,103.80	-16.5%	\$ 66,983.00	-16.9%	62.5%
26	Executive Office Associate	\$ 34,956.30	-14.5%	\$ 46,344.78	-16.4%	\$ 57,733.25	-17.6%	65.2%
30	Code Enforcement Officer	\$ 33,549.76	-9.9%	\$ 46,098.64	-15.8%	\$ 58,647.52	-19.4%	74.8%
52	Chief Accounts Clerk	\$ 35,587.80	-16.6%	\$ 46,067.70	-15.7%	\$ 56,547.60	-15.1%	58.9%
8	WWTP Operator II	\$ 32,997.80	-17.1%	\$ 42,562.23	-15.6%	\$ 52,126.65	-14.6%	58.0%
32	Human Resources Manager	\$ 40,166.83	-12.8%	\$ 53,661.83	-15.6%	\$ 67,196.83	-17.3%	67.3%
20	Motor Equipment Operator III	\$ 30,082.72	-14.9%	\$ 39,452.88	-15.6%	\$ 48,823.04	-16.0%	62.3%
55	Assistant Director IS – Procurement	\$ 55,488.40	-14.5%	\$ 72,982.10	-15.5%	\$ 90,475.60	-16.1%	63.1%
22	Zoo Keeper II	\$ 29,347.33	-12.1%	\$ 39,374.67	-15.3%	\$ 49,402.00	-17.3%	68.3%
46	Colonel Police	\$ 74,176.17	-14.8%	\$ 97,085.00	-15.2%	\$ 119,993.50	-15.5%	61.8%
7	WWTP Operator I	\$ 30,235.16	-15.5%	\$ 39,312.30	-15.1%	\$ 48,389.44	-14.9%	60.0%
41	Police Officer	\$ 40,882.94	-12.1%	\$ 53,194.20	-14.8%	\$ 65,504.89	-16.5%	60.2%
9	WWTP Operator III	\$ 35,472.87	-16.2%	\$ 45,670.73	-14.7%	\$ 55,868.60	-13.8%	57.5%
53	Payroll Clerk	\$ 32,073.20	-13.4%	\$ 42,184.40	-14.4%	\$ 52,295.60	-15.0%	63.1%
36	Superintendent of WWTP	\$ 58,655.97	-12.1%	\$ 76,980.90	-12.8%	\$ 95,306.17	-13.2%	62.5%
27	Administrative Office Associate	\$ 29,241.03	-11.7%	\$ 38,492.35	-12.7%	\$ 47,743.55	-13.4%	63.3%
48	Account Clerk II	\$ 29,072.67	-11.1%	\$ 38,430.33	-12.6%	\$ 47,788.00	-13.5%	64.4%
37	Captain (Fire Department)	\$ 53,498.95	-10.8%	\$ 70,419.35	-12.2%	\$ 87,339.75	-13.0%	63.3%
42	Captain (Police Department)	\$ 63,707.26	-11.6%	\$ 81,984.91	-12.0%	\$ 100,262.29	-12.2%	57.4%
28	Housing Supervisor	\$ 38,327.40	-7.6%	\$ 51,924.10	-11.8%	\$ 65,520.80	-14.4%	71.0%
40	Firefighter/EMT	\$ 38,415.35	-10.6%	\$ 50,305.02	-11.3%	\$ 62,194.69	-11.8%	61.9%
24	Zoo Keeper IV	\$ 32,713.33	-7.1%	\$ 43,436.50	-9.1%	\$ 54,159.67	-10.3%	65.6%
17	Project Engineer	\$ 47,721.48	-6.4%	\$ 63,406.98	-8.4%	\$ 79,092.48	-9.6%	65.7%
35	Water Treatment Plant Superintendent	\$ 51,009.80	-5.3%	\$ 67,420.40	-6.7%	\$ 83,831.00	-7.6%	64.3%
31	Human Resources Associate	\$ 32,305.73	-5.8%	\$ 42,054.84	-5.6%	\$ 51,803.95	-5.5%	60.4%
11	Water Treatment Plant Operator II	\$ 35,473.60	-7.6%	\$ 45,085.95	-4.8%	\$ 54,698.30	-3.1%	54.2%
21	Zoo Keeper I	\$ 24,986.00	-3.1%	\$ 32,941.33	-4.2%	\$ 40,896.67	-4.9%	63.7%
39	Firefighter/Paramedic	\$ 41,160.35	1.8%	\$ 53,916.65	-2.6%	\$ 66,672.94	-5.5%	62.0%
10	Water Treatment Plant Operator I	\$ 31,309.89	-2.5%	\$ 40,397.93	-1.4%	\$ 49,485.97	-0.8%	58.1%
51	Accountant	\$ 40,557.83	2.4%	\$ 54,332.67	0.3%	\$ 68,107.50	-1.9%	67.9%
38	Deputy Fire Chief	\$ 59,301.75	2.5%	\$ 79,232.38	-0.2%	\$ 99,163.00	-1.9%	67.2%
		\$ 40,992.00	-0.0%	\$ 54,544.00	-15.4%	\$ 68,096.00	-16.1%	61.8%

Source: Evergreen Solutions, May 2013.

Above Market Classifications

As Exhibit 4D illustrates, the City is above market range at the midpoint for three benchmarked positions, which represents six percent of surveyed positions.

From Exhibit 4D, the following observations can be drawn about the "above market" classifications:

- The three above market classifications are an average of 5.8 percent above their respective market average at midpoint.
- One of them, the Community Development Director, is just slightly below market at minimum; 1.1 percent in this case.

Exhibit 4D
Above Market Classifications

ID	Classification	Survey Minimum		Survey Midpoint		Survey Maximum		Survey Avg Range
		Average	% Diff	Average	% Diff	Average	% Diff	Range Spread
15	Pretreatment Technician I	\$ 23,796.00	1.8%	\$ 30,362.00	4.0%	\$ 36,928.00	5.3%	55.2%
29	Community Development Director	\$ 45,374.33	-1.1%	\$ 54,676.33	6.6%	\$ 63,978.33	11.3%	41.0%
16	Pretreatment Technician II	\$ 26,783.00	5.3%	\$ 34,299.50	7.0%	\$ 41,816.00	8.0%	56.1%
			2.0%		5.6%		8.2%	50.8%

Source: Evergreen Solutions, May 2013.

Salary Survey Conclusion

From the analysis of the data gathered in the external labor market assessment, the following major conclusions can be reached:

- The City's salary ranges are below the market ranges 13.3 percent for minimum, 14.1 percent for midpoint, and 14.6 for maximum.
- Forty-five benchmarked classifications have salary ranges that fall below the market range at the midpoint.
- Three classifications have salary ranges that fall slightly above the market range.
- The City is no longer competitive with its overall ranges and structure.

The survey results indicate that the City's pay ranges have slipped below market average for the majority of classifications included in the benchmark sample. This is not necessarily an indication that employees themselves are underpaid, rather that the City has the potential to struggle with recruitment or retention due to market pressure. Discussion of potential recommended changes to the pay plan can be found in Chapter 5 of this report.

4.2 BENEFITS SURVEY RESULTS

As a component of this study, Evergreen Solutions, LLC conducted a benefits market analysis in addition to a compensation market analysis. A benefits analysis, much like a salary evaluation, represents a snapshot in time of what is available in peer organizations and can provide the City with an understanding of the total compensation (salary and benefits) offered by its peers. It is important to realize that there are intricacies involved with benefits programs that are not captured by a market survey alone. Total compensation refers to the total dollar amount an employee receives from their organization, and is generally calculated as the employee’s salary plus all benefits, expressed as a dollar amount. Therefore, benefits as a percentage of total compensation is calculated by dividing benefits expressed as a dollar amount by the amount of total compensation.

Full or partial data was collected from 10 peer organizations, which represents 40.0 percent of the peers who responded to the compensation and benefits survey. This is slightly below normal response rate, yet can provide fairly detailed insight into benefit options provided to employees at peer organizations.

This information should be used as a cursory overview and not a line-by-line comparison since benefits can be weighted differently depending on the importance to the organization. It should also be noted that benefits are usually negotiated and acquired through third parties, so one-to-one comparisons can be difficult. The analysis below highlights aspects of the benefits survey that provide pertinent information and had high completion rates by target peers.

General Benefits

Benefits as a percentage of total compensation are a common broad indicator that organizations use to assess how generous benefits are at individual organizations. As Exhibit 4E shows, the market average for benefits as a percentage of total compensation is approximately 49.5 percent based on the information provided. Benefits as a part of total compensation values over 30.0 percent are considered high. However, this atypically high average may be due to geographic location. It is not uncommon for this number to range widely from low to high depending on the compensation philosophy adopted by an organization and the relative cost of health benefits. The benefits as percentage of total compensation for the City are 55.0 percent.

**Exhibit 4E
Overall Benefits Policy**

General Benefits Policy - All		Average Percentage	Salisbury
A1	Benefits as percentage of total compensation	49.5%	55.0%
A2	Average Number of Plans Offered	2.40	2.00

Source: Evergreen Solutions June 2013.

Although most organizations offer HMO and PPO plans, they may offer various options for each provider. Benefits data was collected from 6 peer organizations, which represents 24.0 percent. Exhibit 4F shows that the average number of health plans offered (any combination of HMO, PPO, or other options) was 2.40 based on the market data. The number of health plans at the City is two.

Health Plans

As displayed in Exhibit 4F, 83.8 percent of responding peers offer at least one type of HMO plan, 83.3 percent offer at least one PPO plan, 16.7 percent offer a Health Savings Account (HSA), and 50.0 percent offer some other type of health plan. The City offers a PPO plan and an EPO plan, which the PPO is offered by more than half of the market peers and the EPO/other type of insurance is offered by half of their peers. Exhibit 4G indicates that 20.0 percent of responding peers offer health coverage to only full-time employees, and 80.0 percent offer health coverage to all employees. The City offers health coverage to full-time employees, which was the most uncommon practice among responding peers.

**Exhibit 4F
Type Of Health Plans**

Employee Health Coverage		HMO	PPO	Health Savings Account	Other	Salisbury
A3	Type of health plans offered	83.3%	83.3%	16.7%	50.0%	PPO and EPO

Source: Evergreen Solutions June 2013.

**Exhibit 4G
Health Coverage**

Employee Health Coverage		Full-time	Retiree	All Employees	Part-Time Employees	Salisbury
A4	Which employees are covered by this group	20.0%	0.0%	80.0%	0.0%	Full-time

Source: Evergreen Solutions June 2013.

Exhibits 4H through 4K display the average insurance premiums paid by the peers for PPO, HMO, HSA, and other insurance plans. The average percentages paid by employer for the PPO, HMO, HSA, and other insurance plans individual premiums are comparable among the peers, with the three averages all nearly 90 percent. The City offers a PPO and an EPO plans. The City pays 90% of the entire cost of the premium for the PPO and EPO Plan for individuals. Employees at the City only pay \$41.09 of the monthly insurance premium for the PPO and \$34.94 for the EPO plans. The City pays 77% of the entire cost of the premium for the PPO and 82% of the EPO Plan for dependents. Employees at the City only pay \$150.33 of the monthly insurance premium for the PPO and \$106.57 for the EPO plan.

All four exhibits (4H through 4K) show that the percentage paid by employer for dependent insurance premiums is slightly higher than the percentage paid for individual premiums and dependents across similar health plan types. The City does not offer an HMO plan or a HSA. Peer information was included as a reference and the City's information was entered as zero for non-comparable health plans.

Exhibit 4H
PPO Plan Premiums

		Peer Responses		Salisbury	
PPO Individual Health Insurance Premium (Monthly)		Percentage	Dollar	Percentage	Dollar
A5	Percentage paid by employer	84.4%		90.0%	
A6	Dollar amount paid by employer		\$ 380.18		\$ 410.93
	Percentage paid by employee	15.6%		10.0%	
	Dollar amount paid by employee		\$ 83.91		\$ 41.09
		Peer Responses		Salisbury	
PPO Dependent Health Insurance Premium (Monthly)		Percentage	Dollar	Percentage	Dollar
A7	Percentage premium paid by employer	83.0%		77.0%	
A8	Dollar amount paid by employer		\$ 882.9		\$ 653.59
	Percentage paid by employee	17%		23.0%	
	Dollar amount paid by employee		\$ 172.5		\$ 150.33

Source: Evergreen Solutions June 2013.

Exhibit 4I
HMO Plan Premiums

		Peer Responses		Salisbury	
HMO Individual Health Insurance Premium (Monthly)		Percentage	Dollar	Percentage	Dollar
A5	Percentage paid by employer	84.2%		Not Offered	
A6	Dollar amount paid by employer		\$ 376.37		\$
	Percentage paid by employee	15.8%		Not Offered	
	Dollar amount paid by employee		\$ 79.40		\$
		Peer Responses		Salisbury	
HMO Dependent Health Insurance Premium (Monthly)		Percentage	Dollar	Percentage	Dollar
A7	Percentage premium paid by employer	83.3%		Not Offered	
A8	Dollar amount paid by employer		\$ 799.3		\$
	Percentage paid by employee	16.7%		Not Offered	
	Dollar amount paid by employee		\$ 155.0		\$

Source: Evergreen Solutions June 2013.

Exhibit 4J
Health Savings Account Plan Premiums

		Peer Responses		Salisbury	
HSA Individual Health Insurance Premium (Monthly)		Percentage	Dollar	Percentage	Dollar
A5	Percentage paid by employer	91.0%		Not Offered	
A6	Dollar amount paid by employer		\$ 366.12		\$
	Percentage paid by employee	9.0%		Not Offered	
	Dollar amount paid by employee		\$ 35.10		\$

Source: Evergreen Solutions June 2013.

Exhibit 4K Other Health Plan Premiums

Other - Individual Health Insurance Premium (Monthly)		Peer Responses		Salisbury	
		Percentage	Dollar	Percentage	Dollar
A5	Percentage paid by employer	80.0%		90.0%	
A6	Dollar amount paid by employer		\$ 331.44		\$ 349.37
	Percentage paid by employee	20.0%		10.0%	
	Dollar amount paid by employee		\$ 82.86		\$ 34.94
Other - Dependent Health Insurance Premium (Monthly)		Peer Responses		Salisbury	
		Percentage	Dollar	Percentage	Dollar
A7	Percentage premium paid by employer	81.7%		82.0%	
A8	Dollar amount paid by employer		\$ 700.39		\$ 592.04
	Percentage paid by employee	18.3%		18.0%	
	Dollar amount paid by employee		\$ 154.48		\$ 106.57

Source: Evergreen Solutions June 2013.

Deductibles

Exhibit 4L displays the average annual deductible for individuals and families among peer respondents. The average dollar amount is displayed separately for PPO plans, HMO, and HSA plans. The City's PPO plan does not have a deductible provided the individual or family stay with a preferred provider of services. The City's EPO plan does not allow the individual or family to see an out-of-network provider and it does not have a deductible as well. As expected, the deductibles for PPO the plan are considerably lower than the deductibles for PPO plans.

Exhibit 4L PPO HMO and HSA Annual Deductibles

Deductible	Peer Responses				Salisbury	
	PPO	HMO	HSA	Other	PPO	EPO
	Dollar	Dollar	Dollar	Dollar	Dollar	Dollar
A9-A10 Individual Plan	\$ 90.0	\$ 100.0	\$ 1,625.0		\$ -	\$ -
Family Plan	\$ 190.0	\$ 300.0	\$ 3,750.0		\$ -	\$ -

Source: Evergreen Solutions June 2013.

Other Benefits Offerings

Exhibit 4M displays the percentage of responding peers who offer dental, long-term disability and short term disability insurance plans and displays whether the City offers these types of benefits. Both dental plans and long-term disability insurance are offered to employees of 83.3 percent of responding peers. The City does offer an employer paid dental plan which is included with the health plan. The City does not offer long-term or short-term disability insurance. Over 80 percent of peers offer long-term disability insurance, while only half offer short-term disability insurance.

Exhibit 4N summarizes the offering of vision plans, Employee Assistance Programs (EAP), and tuition reimbursement among peers and at the City. Vision plans are offered by the City in the health plans, but not supplemented by the City. Vision plans are included in the health

plans of 50.0 percent of the City's peers. EAP is offered by less than half, 40.0 percent, of responding peers and is also available to employees of the City. For peers who offer EAP to employees, an average of 5.5 visits is offered annually. Tuition reimbursement is offered by 50.0 percent of responding peers and is also offered by the City. For some peers tuition is only covered based upon degree pursued and if the degree is related to the current position held by the incumbent. The City offers tuition reimbursement for specific certifications and training costs only. The conditions of tuition reimbursement vary among the peers, but most tuition reimbursement programs offered have limits on the number of courses allowed and/or the annual dollar amount of reimbursement.

**Exhibit 4M
Dental and Disability Insurance**

Dental (Monthly)		Yes	No	Salisbury
A11	Does organization provide employer paid dental?	83.3%	16.7%	Yes

Long-term Disability (Monthly)		Yes	No	Salisbury
A12	Does organization provide employer paid long-term disability?	83.3%	16.7%	No

Short-term Disability (Monthly)		Yes	No	Salisbury
A13	Does organization provide employer paid long-term disability?	50.0%	50.0%	No

Source: Evergreen Solutions June 2013.

**Exhibit 4N
Supplemental Benefits**

Additional Benefits Options	Vision		EAP		Tuition Reimbursement	
	Yes	No	Yes	No	Yes	No
A14	Do you provide additional benefits options?					
	100.0%	0.0%	40.0%	60.0%	80.0%	20.0%
	Salisbury		Yes		Yes	No

Source: Evergreen Solutions June 2013.

Retirement

Exhibit 4O displays the findings regarding retirement options of peer organizations and at the City. Almost all, 80.0 percent, of the responding peers participate in the State Retirement System, and 100.0 percent provide additional retirement options. Of the respondents who offer additional retirement options, 83.3 percent offer a 401k, 401a, 403(b), or 457(b) retirement plan; 66.7 percent offer D.R.O.P. (Deferred Retirement Option Program); and 16.7 percent have some other type of additional retirement plan. Of the respondents who offer additional retirement options, only 66.7 percent contribute to the additional retirement; the remaining 33.3 percent do not contribute to the additional retirement plans. Some peers contributed to additional retirement plans based upon the classification such as public safety. The City participates in the State Retirement System, and also offers D.R.O.P.

Exhibit 4O
Retirement Options

Retirement		Yes	No	Salisbury					
A15	Does organization participate in State Retirement System?	80.0%	20.0%	Yes					
		Peer Responses						Salisbury	
Additional Retirement Options		Yes	No						
A16	Do you provide additional retirement options?	100.0%	0.0%	DROP	401k	Social Security	Other	DROP	401k
Percentage of Peers that Offer				66.7%	83.3%	0.0%	16.7%	Yes	Yes

Source: Evergreen Solutions June 2013.

Life Insurance

Exhibit 4P summarizes the life insurance offerings of responding peers and at the City. All peers who responded offer some type of life insurance plan to employees. The death benefit amount ranges from an average minimum of \$25,000 to an average maximum of \$250,000. Over half, 66.7 percent, of respondents indicated that the dollar amount of death benefit depends on the employee's salary; the death benefit for these respondents' retirement plans ranged from 66.67 percent to 200 percent of the employee's annual salary. The City provides employees with life insurance that pays \$10,000. Two peers also paid a fixed dollar amount for life insurance that ranged from \$20,000 to \$25,000.

Exhibit 4P
Life Insurance

Life Insurance		Yes	No	Salisbury	
A17	Does organization provide employer-paid life insurance?	100.0%	0.0%	Yes	(Maximum) Salisbury
Dollar amount of death benefit					\$225,000.0 \$10,000.00

Source: Evergreen Solutions June 2013.

Employee Leave and Holidays

Exhibit 4Q provides the average minimum and maximum accrual rates and average maximum amount accruable for Personal Leave, Sick Leave, and Annual/Vacation Leave for respondents. The average minimum and maximum annual accrual rates for Personal Leave among peers are 28.00 hours and 31.92 hours, respectively, with an average maximum amount accruable of 44.71 hours among market peers. Several respondents indicated that Personal Leave was deducted from an employee's Sick Leave. Personal leave at the City is deducted from an employee's sick leave with a maximum of four days. On average, the minimum and maximum annual accrual rates for Sick Leave are 92.5 hours and 98.6 hours, respectively, with an average maximum amount accruable of 516 hours for market peers. The City's Sick Leave accrual rate is 96 hours per year. Employees' Sick Leave at the City can accrue indefinitely. On average among market peers, the minimum and maximum annual accrual rates for Annual/Vacation Leave are 91.2 hours and 147.5 hours, respectively, with an average maximum amount accruable of 381.8 hours. Vacation Leave at the City varies depending on an employee's classification, with a minimum accrual rate of

96 hours per year and a maximum amount accurable rate of 240 hours per year. The maximum amount accruable is 210 hours for employees with a 35 hour work week or 240 hours for employees with a 40 hour work week at the City.

Exhibit 4R summarizes respondents' policies regarding leave time payout.

**Exhibit 4Q
Leave Time Accrual**

		Peer Responses		Salisbury	
		Minimum	Maximum	Minimum	Maximum
Personal Leave					
A18(a)	Accrual Rate Yearly (Hours)	28.00	32.00	8.00	8.00
	Maximum Amount Accrualable		32.00		8.00
Sick Leave					
A18(b)	Accrual Rate Yearly (Hours)	91.20	91.20	96.00	96.00
	Maximum Amount Accrualable		475.00		Unlimited
Annual/Vacation Leave					
A18(c)	Accrual Rate Yearly (Hours)	72.00	198.00	96.00	192.00
	Maximum Amount Accrualable		266.67		240.00

Source: Evergreen Solutions June 2013.

Sick Leave is paid out upon separation in 33.3 percent of responding peer organizations, with an average of 156.0 maximum hours paid out. Sick leave is paid out upon termination in 33.3 percent of responding peer organizations, with an average of 156 maximum hours paid out. At the City, sick leave is paid out up to 240 hours upon separation for employees at retirement only. Employees of the city do not receive sick leave paid out upon termination. Annual/Vacation Leave is paid out upon separation or termination in all responding peer organizations, with an average of 288 maximum hours paid out. One peer did not have a maximum number of hours accrued and was not included in the averages.

The percentage of peers offering various holidays and the holidays at the City are shown in Exhibit 4S. All peers recognize New Year's Day, Martin Luther King, Jr. Day, Memorial Day, and Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. On average, peers offer 11.33 holidays to employees. There are eleven paid holidays offered at the City. The ten paid holidays at the City are all offered by at least 83.3 percent of peers.

**Exhibit 4R
Leave Time Payout**

Sick Leave Pay Out		Yes	No	Salisbury
A19	Is unused sick leave paid out upon separation?	33.3%	66.7%	Yes
	Max Number of Hours	156.00		240.00
	Is unused sick leave paid out upon termination?	33.3%	66.7%	No
	Max Number of Hours	156.00		
Annual/Vacation Leave Pay Out		Yes	No	Salisbury
A20	Is unused annual/vacation leave paid out upon separation?	100.0%	0.0%	Yes
	Max Number of Hours	288.00		240.00
	Is unused annual/vacation leave paid out upon termination?	100.0%	0.0%	Yes
	Max Number of Hours	288.00		240.00

Source: Evergreen Solutions June 2013.

**Exhibit 4S
Recognized Holidays**

Holidays		Peer Responses	Salisbury
A21	New Year's Day	100.0%	X
	New Year's Eve	0.0%	
	Martin Luther King, Jr. Day	100.0%	X
	Lincoln's Birthday	16.7%	
	Washington's Birthday	16.7%	
	Memorial Day	100.0%	X
	Independence Day	83.3%	X
	Labor Day	100.0%	X
	Veteran's Day	100.0%	X
	Thanksgiving Day	100.0%	X
	Day after Thanksgiving	83.3%	X
	Christmas Eve	50.0%	
	Christmas Day	100.0%	X
	Personal Holiday	0.0%	X
	President's Day	83.3%	X
	Good Friday	33.3%	X
	Other	50.0%	
	Other	16.7%	
	Average Number of Holidays	11.33	12

Source: Evergreen Solutions June 2013.

The City is slightly above market with respect to the benefits portion of total compensation. Annual/vacation Leave accrual is consistent with the region. Sick leave is more robust than the region in which the City offers unlimited accrual. Paid holidays are almost the same as the City's peers. Life insurance and long-term disability insurance benefits were slightly below the market average. However, some peers based life insurance benefits on employee's salaries which explain the difference in maximum death benefits. Overall, the City's benefits package is typical of the region and well



received by the City’s employees. All in all, the results are not surprising in that when single benefits are analyzed in isolation, some may appear more or less generous than those offered by peers. Taken as a whole however, the total package appears to be in alignment with the market as a whole.



Chapter 5 - Recommendations

INTRODUCTION

The analysis of the City's compensation and classification systems revealed a number of commendable practices as well as some opportunities for improvement that are common in the public sector. The main strengths of the organization are its involved and thoughtful management team, dedicated employees, and forward-thinking vision and flexibility with which the organization operates.

The primary strengths of the current compensation and classification systems are their foundational design elements and consistency of implementation; overall the system is reasonably sophisticated and well developed, it just seems to have not been kept up with as well over time, thus creating issues related to market competitiveness. The system has a significant number of classifications which are notably below market and adjustments to their grades will improve the overall effectiveness of the systems. This report should not be interpreted as an indictment of the plan or the City's leadership team. The market data reveals that despite the down economy over the recent few years and the prevalence of holding salaries constant in these tough times, many organizations appear to have kept the pay plan itself increasing in value at a slow but seemingly steady pace. These small changes over a period of a few years can compound to put the City in a less than desirable market position for some but not all classifications.

The recommendations in this chapter seek to build on the documented strengths of the plan and also alleviate the observed challenges. Internal factors influenced the recommendations such as the future direction for the City, their organizational culture, and availability of resources. Each recommendation has also been developed to address a specific need based on the collected information while taking into account the external environment.

Arriving at the overall recommended solution for the City is a detailed process involving all components of the research conducted. Research includes:

- *Outreach* - Evergreen consultants collected anecdotal data from the City staff and management throughout the outreach component of the study.
- *Current Environment Review* - Internal structure (i.e., compensation structure, practices, etc.) was analyzed on a very broad basis versus best practices. Market trends and a statistical assessment of current conditions were completed. This step included an assessment of the organizations' internal and external alignment.



- *Classification Analysis* – Employees of the City participated in the data collection process by completing Job Assessment Tool (JAT) and Management Issues Tool (MIT) surveys. These forms provide insight into organizational relationships, job complexity, leadership, working conditions and decision making impact of each job in the City.
- *Market Analysis* - External equity was analyzed based on market compensation data collected from peer organizations including overall benefits offerings. This analysis included a review of the City's benefits vis-à-vis those available among market peers.

Evergreen solutions is proposing changes to the value of the pay plan and salary structures but philosophically, the City desires to maintain the style of pay plan it currently employs. Each classification was slotted into the proposed structures based on market equity data, internal equity relationships, and client feedback in order to provide incumbent-level recommendations and costing. Using this methodology, the Evergreen Solutions team developed a solution that improves the City's competitive position relative to its market peers for while seeking to preserve and improve internal equity.

The remainder of this chapter presents the recommendations by the following categories:

- 5.1 Classification
- 5.2 Compensation
- 5.3 Administration
- 5.4 Summary

5.1 CLASSIFICATION

Classification is an important aspect of human resources management in that it describes how work is organized and how the job titles and job descriptions work together to define the work performed by employees. Accurate and strong classifications will reasonably and fairly describe the functions of employees and allow for them to be equitably valued across the organization. A strong classification system is fair, transparent, and as simple as possible. Salisbury should be commended for maintaining a system which largely accomplishes these goals. Some of the more common challenges to maintaining an organization's classification system relate to changes in assigned job responsibilities, mandated regulatory requirements, common expectations for the job in the marketplace, and internal operational needs that occur in most organizations over time.

Through the Job Assessment Tool (JAT) and Management Issues Tool (MIT) analysis of the City's job classifications, some jobs require consideration for revision or title alteration. There were also jobs that had been selected for possible reclassification before the system was frozen several years ago, those too were evaluated in this context. The recommendations are the result of observed differences or similarities in job functions performed. As a best practice, an organization needs structural flexibility in order to adapt to workforce changes that occur and remain a competitive employer.

JAT responses were helpful in presenting first-hand data which explained the jobs from the employee perspective and also provided point factoring data for developing a classification

hierarchy. The vast majority of City employees completed the JAT, however not all of them possessed the level of detail necessary to recommend reclassification or major changes. This is not uncommon and should not be viewed as a criticism of the City compared to other organizations who conduct studies such as this. The City’s classifications were assessed on their relative levels of Leadership, Working Conditions, Complexity, Decision Making and Relationships. Each of these five compensable factors came together to generate a numerical score which allowed Evergreen Solutions to determine appropriate values for each classification vis-à-vis its peers in the market as well as within the City. As a result of this analysis, nine classifications are recommended for revision and one, the Lead Zookeeper classification, is proposed for creation.

Exhibit 5A illustrates the reclassified positions and the newly created titles.

Exhibit 5A
Proposed Class Title Changes

CURRENT CLASS TITLE	PROPOSED CLASS TITLE
ACCOUNT CLERK I	ACCOUNT CLERK II
ADMIN. OFFICE ASSOCIATE	ADMIN SUPPORT TECHNICIAN
ADMIN. OFFICE ASSOCIATE	CODE ENFORCEMENT ADMINISTRATIVE RECORDS CLERK
ASST. DIR OF INTERNAL SVCS - FINANCE	ASST. DIR OF FINANCE
ASST. DIR OF INTERNAL SVCS - PROCURE	ASST. DIR OF PROCUREMENT
EXECUTIVE OFFICE ASSOCIATE	COMMUNICATIONS COORDINATOR
GIS TECHNICIAN	GIS ANALYST
HUMAN RESOURCES ASSOCIATE	HUMAN RESOURCES MANAGER
NUISANCE OFFICER	CODE ENFORCEMENT OFFICER
OFFICE ASSOCIATE III	ADMIN. OFFICE ASSOCIATE
OFFICE ASSOCIATE III (HR DEPT)	HR ASSOCIATE
PLANT MECHANIC	WWTP MECHANIC
	SENIOR PROJECT ENGINEER
	LEAD ZOOKEEPER

Source: Evergreen Solutions October 2011.

5.2 COMPENSATION

Compensation analysis involves assessing and improving external equity. Specifically, external equity deals with how well the City compensates similar work in comparison to its market peers. Based on Evergreen Solutions’ analysis, the compensation structure was below market by a significant amount at the minimum, midpoint and maximums of the respective pay ranges. In light of this, Evergreen Solutions is recommending an increase to the total value of the pay plan by 8.5 percent. The changes maintain the overall design themes of the plan while updating it slightly to match market conditions and improve consistency.

Salisbury has a series of 3 pay plans that feature individual grades that are broken into 25 steps of 2 percent each. In this system, range spreads (the distance from minimum to maximum of a grade) is a consistent 60 percent, which is excellent. Despite the fact that step-based pay plans are growing less popular in the market nationally, it represents a fundamentally sound approach and can be continued.

As a result of market analysis, Evergreen Solutions developed updated versions of the three unique pay plans

RECOMMENDATION: Revise current salary structure to reflect current market conditions by implementing pay plans shown in Exhibit 5B and place classifications in appropriate pay grades.

Based on the findings and best practices, previously discussed a seven percent increase to the structure of the existing plan is recommended. What is already in place is fundamentally sound and should be updated to reflect the time that has passed since it was originally implemented. Exhibit 5B shows the proposed pay plan, updated as described herein. Increasing the value of every grade by seven percent at each step will immediately impact the average market differential across the board in a positive way.

Another important factor of a compensation system is the manner in which employees move through the pay plan. There are predominately three approaches adopted by most public organizations:

- Step
- Cost of living
- Merit

In the past, most public organizations utilized a step approach which incorporated predetermined, percentage-based pay steps in each pay grade. In this approach, all employees at the same step in the same pay grade received the same compensation and an employee moved through the steps based on years of service until a maximum step was reached. Step plans also assume continual fiscal growth with the cost of payroll increasing each year a step is awarded which, as recent years prove, cannot always be counted on



Exhibit 5B
City of Salisbury Proposed Pay Plans

General Employees																										
Grade	Minimum Step 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	Maximum Step 25	Range Spread
1	\$22,235	\$22,679	\$23,133	\$23,586	\$24,067	\$24,549	\$25,040	\$25,541	\$26,051	\$26,572	\$27,104	\$27,646	\$28,199	\$28,763	\$29,338	\$29,925	\$30,523	\$31,134	\$31,756	\$32,382	\$33,039	\$33,700	\$34,374	\$35,062	\$35,763	61%
2	\$24,013	\$24,493	\$24,983	\$25,483	\$25,992	\$26,512	\$27,042	\$27,583	\$28,135	\$28,698	\$29,272	\$29,857	\$30,454	\$31,063	\$31,685	\$32,318	\$32,965	\$33,624	\$34,296	\$34,982	\$35,682	\$36,396	\$37,124	\$37,866	\$38,623	61%
3	\$25,935	\$26,453	\$26,982	\$27,522	\$28,073	\$28,634	\$29,207	\$29,791	\$30,387	\$30,994	\$31,614	\$32,246	\$32,891	\$33,549	\$34,220	\$34,905	\$35,603	\$36,315	\$37,041	\$37,782	\$38,538	\$39,308	\$40,094	\$40,896	\$41,714	61%
4	\$28,009	\$28,570	\$29,141	\$29,724	\$30,318	\$30,925	\$31,543	\$32,174	\$32,817	\$33,474	\$34,143	\$34,826	\$35,523	\$36,233	\$36,958	\$37,697	\$38,451	\$39,220	\$40,004	\$40,804	\$41,620	\$42,453	\$43,302	\$44,168	\$45,051	61%
5	\$30,251	\$30,856	\$31,473	\$32,103	\$32,745	\$33,400	\$34,068	\$34,749	\$35,444	\$36,153	\$36,876	\$37,613	\$38,366	\$39,133	\$39,916	\$40,714	\$41,528	\$42,350	\$43,206	\$44,070	\$44,951	\$45,850	\$46,767	\$47,703	\$48,657	61%
6	\$32,670	\$33,324	\$33,990	\$34,670	\$35,363	\$36,071	\$36,792	\$37,528	\$38,278	\$39,044	\$39,825	\$40,621	\$41,434	\$42,263	\$43,108	\$43,970	\$44,848	\$45,746	\$46,661	\$47,594	\$48,546	\$49,517	\$50,508	\$51,518	\$52,548	61%
7	\$35,283	\$35,989	\$36,706	\$37,443	\$38,192	\$38,956	\$39,735	\$40,529	\$41,340	\$42,167	\$43,010	\$43,870	\$44,748	\$45,643	\$46,555	\$47,487	\$48,436	\$49,405	\$50,393	\$51,401	\$52,429	\$53,478	\$54,547	\$55,638	\$56,751	61%
8	\$38,107	\$38,868	\$39,647	\$40,439	\$41,248	\$42,073	\$42,915	\$43,773	\$44,648	\$45,541	\$46,452	\$47,381	\$48,329	\$49,295	\$50,281	\$51,287	\$52,313	\$53,358	\$54,426	\$55,515	\$56,625	\$57,757	\$58,913	\$60,091	\$61,293	61%
9	\$41,155	\$41,979	\$42,816	\$43,674	\$44,548	\$45,439	\$46,348	\$47,275	\$48,220	\$49,185	\$50,168	\$51,172	\$52,195	\$53,239	\$54,304	\$55,390	\$56,498	\$57,628	\$58,780	\$59,956	\$61,155	\$62,379	\$63,625	\$64,898	\$66,196	61%
10	\$44,447	\$45,336	\$46,242	\$47,167	\$48,111	\$49,073	\$50,054	\$51,055	\$52,076	\$53,118	\$54,180	\$55,264	\$56,369	\$57,497	\$58,647	\$59,819	\$61,016	\$62,236	\$63,481	\$64,750	\$66,048	\$67,366	\$68,714	\$70,088	\$71,490	61%
11	\$48,003	\$48,963	\$49,943	\$50,942	\$51,960	\$53,000	\$54,060	\$55,141	\$56,244	\$57,369	\$58,516	\$59,686	\$60,880	\$62,098	\$63,339	\$64,606	\$65,898	\$67,216	\$68,561	\$69,932	\$71,331	\$72,757	\$74,212	\$75,697	\$77,210	61%
12	\$51,844	\$52,881	\$53,938	\$55,017	\$56,117	\$57,240	\$58,384	\$59,552	\$60,743	\$61,958	\$63,197	\$64,461	\$65,750	\$67,065	\$68,407	\$69,777	\$71,176	\$72,594	\$74,045	\$75,526	\$77,037	\$78,578	\$80,149	\$81,752	\$83,387	61%
13	\$55,991	\$57,111	\$58,253	\$59,418	\$60,606	\$61,819	\$63,055	\$64,316	\$65,602	\$66,914	\$68,253	\$69,618	\$71,010	\$72,430	\$73,879	\$75,358	\$76,864	\$78,401	\$79,968	\$81,568	\$83,200	\$84,864	\$86,561	\$88,292	\$90,058	61%
14	\$60,470	\$61,679	\$62,913	\$64,171	\$65,455	\$66,764	\$68,099	\$69,461	\$70,850	\$72,267	\$73,713	\$75,187	\$76,691	\$78,224	\$79,789	\$81,385	\$83,012	\$84,673	\$86,368	\$88,093	\$89,855	\$91,652	\$93,485	\$95,355	\$97,262	61%
15	\$65,309	\$66,615	\$67,947	\$69,306	\$70,692	\$72,106	\$73,548	\$75,019	\$76,519	\$78,050	\$79,611	\$81,203	\$82,827	\$84,484	\$86,173	\$87,897	\$89,655	\$91,448	\$93,277	\$95,142	\$97,045	\$98,986	\$100,966	\$102,985	\$105,045	61%
16	\$70,532	\$71,943	\$73,382	\$74,849	\$76,346	\$77,873	\$79,431	\$81,019	\$82,640	\$84,293	\$85,978	\$87,698	\$89,452	\$91,241	\$93,066	\$94,927	\$96,826	\$98,762	\$100,737	\$102,752	\$104,807	\$106,903	\$109,041	\$111,222	\$113,447	61%
17	\$76,174	\$77,698	\$79,252	\$80,837	\$82,454	\$84,103	\$85,785	\$87,500	\$89,250	\$91,035	\$92,856	\$94,713	\$96,608	\$98,540	\$100,510	\$102,521	\$104,571	\$106,663	\$108,798	\$110,972	\$113,191	\$115,455	\$117,764	\$120,118	\$122,522	61%
18	\$82,269	\$83,914	\$85,593	\$87,305	\$89,051	\$90,832	\$92,648	\$94,501	\$96,391	\$98,318	\$100,280	\$102,281	\$104,337	\$106,424	\$108,552	\$110,723	\$112,938	\$115,197	\$117,501	\$119,851	\$122,248	\$124,692	\$127,186	\$129,730	\$132,325	61%

Fire Employees																										
Grade	Minimum Step 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	Maximum Step 25	Range Spread
1	\$35,441	\$36,148	\$36,872	\$37,610	\$38,362	\$39,129	\$39,912	\$40,710	\$41,524	\$42,355	\$43,202	\$44,066	\$44,947	\$45,846	\$46,763	\$47,698	\$48,652	\$49,625	\$50,618	\$51,630	\$52,663	\$53,717	\$54,798	\$55,900	\$57,025	57%
2	\$37,178	\$37,922	\$38,680	\$39,454	\$40,243	\$41,048	\$41,869	\$42,706	\$43,560	\$44,431	\$45,320	\$46,226	\$47,151	\$48,094	\$49,056	\$50,037	\$51,038	\$52,058	\$53,100	\$54,162	\$55,245	\$56,349	\$57,474	\$58,620	\$59,788	57%
3	\$39,147	\$39,930	\$40,729	\$41,543	\$42,374	\$43,221	\$44,086	\$44,968	\$45,867	\$46,784	\$47,720	\$48,674	\$49,648	\$50,641	\$51,654	\$52,687	\$53,740	\$54,815	\$55,912	\$57,030	\$58,170	\$59,331	\$60,514	\$61,720	\$62,949	57%
4	\$42,275	\$43,120	\$43,983	\$44,862	\$45,759	\$46,675	\$47,608	\$48,560	\$49,531	\$50,522	\$51,533	\$52,563	\$53,614	\$54,687	\$55,780	\$56,896	\$58,034	\$59,195	\$60,379	\$61,586	\$62,818	\$64,074	\$65,354	\$66,658	\$67,989	57%
5	\$46,328	\$47,254	\$48,199	\$49,163	\$50,147	\$51,150	\$52,173	\$53,216	\$54,280	\$55,366	\$56,473	\$57,603	\$58,755	\$59,930	\$61,129	\$62,351	\$63,598	\$64,870	\$66,167	\$67,491	\$68,841	\$70,214	\$71,619	\$73,056	\$74,525	57%
6	\$51,655	\$52,688	\$53,742	\$54,817	\$55,913	\$57,032	\$58,172	\$59,336	\$60,522	\$61,733	\$62,968	\$64,227	\$65,511	\$66,822	\$68,158	\$69,521	\$70,912	\$72,330	\$73,777	\$75,252	\$76,757	\$78,292	\$79,857	\$81,452	\$83,077	57%
7	\$57,911	\$59,069	\$60,250	\$61,455	\$62,684	\$63,938	\$65,217	\$66,521	\$67,851	\$69,208	\$70,593	\$72,004	\$73,445	\$74,913	\$76,412	\$77,940	\$79,499	\$81,089	\$82,711	\$84,365	\$86,052	\$87,774	\$89,530	\$91,311	\$93,117	57%
8	\$65,091	\$66,393	\$67,721	\$69,075	\$70,457	\$71,866	\$73,303	\$74,769	\$76,265	\$77,790	\$79,346	\$80,933	\$82,552	\$84,203	\$85,887	\$87,604	\$89,356	\$91,144	\$92,966	\$94,826	\$96,722	\$98,653	\$100,617	\$102,615	\$104,647	57%

Police Employees																										
Grade	Minimum Step 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	Maximum Step 25	Range Spread
1	\$39,026	\$39,721	\$40,430	\$41,153	\$41,891	\$42,643	\$43,410	\$44,192	\$44,990	\$45,805	\$46,635	\$47,482	\$48,347	\$49,227	\$50,126	\$51,043	\$51,978	\$52,933	\$53,906	\$54,898	\$55,911	\$56,943	\$57,997	\$59,071	\$60,167	54%
3	\$42,660	\$43,427	\$44,210	\$45,008	\$45,824	\$46,654	\$47,502	\$48,368	\$49,248	\$50,148	\$51,065	\$52,000	\$52,954	\$53,928	\$54,921	\$55,934	\$56,967	\$58,021	\$59,096	\$60,182	\$61,310	\$62,451	\$63,615	\$64,801	\$66,012	55%
4	\$45,725	\$46,555	\$47,400	\$48,262	\$49,142	\$50,040	\$50,954	\$51,888	\$52,840	\$53,811	\$54,802	\$55,812	\$56,843	\$57,894	\$58,967	\$60,060	\$61,176	\$62,314	\$63,475	\$64,658	\$65,866	\$67,098	\$68,354	\$69,636	\$70,942	55%
5	\$49,689	\$50,608	\$51,534	\$52,479	\$53,443	\$54,427	\$55,430	\$56,453	\$57,496	\$58,561	\$59,646	\$60,754	\$61,883	\$63,035	\$64,211	\$65,411	\$66,631	\$67,879	\$69,151	\$70,448	\$71,771	\$73,121	\$74,498	\$75,902	\$77,334	56%
6	\$54,823	\$55,835	\$56,869	\$57,923	\$59,007	\$60,119	\$61,262	\$62,435	\$63,638	\$64,871	\$66,134	\$67,428	\$68,752	\$70,107	\$71,493	\$72,911	\$74,360	\$75,840	\$77,351	\$78,893	\$80,466	\$82,071	\$83,708	\$85,378	\$87,081	56%
7	\$61,054	\$62,191	\$63,348	\$64,530	\$65,734	\$66,964	\$68,218	\$69,497	\$70,801	\$72,131	\$73,488	\$74,872	\$76,284	\$77,724	\$79,193	\$80,691	\$82,220	\$83,778	\$85,368	\$86,990	\$88,644	\$90,332	\$92,052	\$93,807	\$95,598	57%
8	\$68,095	\$69,371	\$70,672	\$72,000	\$73,355	\$74,736	\$76,145	\$77,582	\$79,049	\$80,544	\$82,070	\$83,626	\$85,213	\$86,832	\$88,483	\$90,166	\$91,884	\$93,636	\$95,423	\$97,246	\$99,106	\$101,002	\$102,936	\$104,909	\$106,922	57%
9	\$76,137	\$77,520	\$78,930	\$80,369	\$81,838	\$83,337	\$84,866	\$86,425	\$88,014	\$89,634	\$91,285	\$92,966	\$94,678	\$96,421	\$98,195	\$100,000	\$101,836	\$103,703	\$105,601	\$107,530	\$109,490	\$111,481	\$113,504	\$115,559	\$117,646	57%

Many public organizations have now moved away from the step plan approach and adopted a “cost of living” centered approach. The City can consider this moving forward but does not desire, at this time, to change pay plan styles. Therefore, the best recommendation to make is to upgrade the current pay plan for market competitiveness. Some organizations are taking the step of adding merit-based elements to their step plans whereby employees receive a step each year if they meet certain predetermined levels of job performance.

Merit-based approaches arose in response to concerns with differentiating the performance of public employees and the desire to emulate the reward approaches of the private sector. However, once adopted, it is common for the merit-based approaches to function more like the cost of living approach since many employees receive such similar merit-raises in today’s environment during the evaluation process (based on budget constraints) and thus there is little differentiation in the increases given.

At times when compression is an issue or concern, compression adjustments may be recommended as well. Compression adjustments are typically given to restore the pay spread between employees that have been moved as a result of an adjustment to minimum and those that were not affected. Compression is normally an issue in larger organizations in which each classification has multiple incumbents and multiple levels of positions.

RECOMMENDATION: Place classifications in the proposed pay plan utilizing the grade order list in Exhibit 5C, and consider the proposed 3-stage implementation plan.

Proposed Stage One of the implementation is to slot each classification into a proposed pay grade based on market and internal equity relationships. The result of this is a revised grade order list as displayed in Exhibit 5C. Once this is done, it is important to consider where in the steps an employee should fall.

In Stage One, the only action take is to bring employees up to the proposed minimum of their range. This affects approximately 129 employees at an approximate cost of \$299,396.

Proposed Stage Two of the plan is to assign employees a step based on their present salary. Employees are placed in the step closest to their current pay without going lower, for those employees who were brought up to minimum (Step 1) in the first stage, they are exactly on their step value and receive nothing additional in Stage Two. The total cost of Stage Two is approximately \$122,404. This stage is effectively taking the place of this year’s step increases. Some adjustments are relatively small, others are more sizeable. The important factor is that employees are being placed on steps that are reflective of the progress they have already made through the current step plan and adjustments to the plan based on market are being realized by employees.

Proposed Stage Three is where direct market differential observed in the salary survey comes into play. Classifications were divided into three groups; those who were 10 percent or more below market at the midpoint, those who were 7-10 percent or more below market at the midpoint, and those who were 5-7 percent below market at the midpoint. Salary adjustments in the form of additional steps were awarded as follows:

- employees in the 10 percent or more group are proposed to receive 3 additional steps;
- employees in the 7-10 percent group are proposed to receive 2 additional steps; and
- employees in the 5-7 percent group are proposed to receive 1 additional step.

These adjustments impact approximately 151 employees and come at a cost of approximately \$326,668. These adjustments are made in recognition of the fact that these classifications were most significantly below market and had the City had more competitive ranges from the start, they would have started higher and tracked through the step plans at the same speed, but at a higher level.

The total approximate cost of all stages is \$748,467. Without in depth analysis of the City's budget, it is fair to assume that multi-year implementation of these recommendations would be desirable. Should the City elect to phase in any potential implementation, it is recommended that the period of years not extend past three. A three year implementation at approximately \$250,000 per year would ensure that the data being implemented remains relevant.

5.3 ADMINISTRATION

A strong compensation system meets an organization's needs by having strong administrative support. With proper maintenance, the compensation structure will maintain its effectiveness and market competitiveness over a period of three to five years.

RECOMMENDATION: Continue to select a small sample of classifications, targeting those with potential recruitment or retention concerns, and conduct a mini-survey of market values and benefit changes on a bi-annual basis, to determine market competitiveness and make appropriate adjustments.

The City should continue its efforts to keep pace with public sector growth in terms of employee salaries in order to maintain competitive with the local labor market by contacting peers directly as well as accessing available secondary salary survey data resources.

Through the Human Resources department (HR), the City should also continue administrative practices to maintain competitive and equitable compensation as well as classification over time. Bi-annual surveys will ensure that external equity is maintained. Any changes made to classifications should be separate from employee salary adjustments, unless changes in work performed move the employee outside of the proposed salary range.

Local salary survey peers provide a valid sample for comparison and adjustment purposes, coupled with data from the region's annual Public Employers Personnel Information Exchange (PEPIE) survey. To maintain market competitiveness between compensation and classification studies, HR should continue to monitor its pay plan on an ongoing basis, finding out what peer organizations in their relevant labor market are doing, and depending



on internal and external factors, potentially consider adjustments to preserve desired market position.

RECOMMENDATION: Continue to review the pay plan each year and adjust if necessary based on the results of the average movement of relevant local peer pay levels.

Human Resources should reevaluate this list of peer organizations on an ongoing basis, to ensure that it contains the most relevant competitors while making any necessary adjustments. This is a commendable, best practice and should be continued. HR should continue to contact the identified peers and request information regarding the amount each peer's pay plan is being increased including any changes to benefits. By determining the average percent change of peer pay plans and benefit offerings, the City can adjust its pay plan and other factors at the same relative speed as its peers.

Compensation is subject to changes in the external market and other trends for human resources management. Given this understanding, the City should ensure that its structure is up-to-date and reflective of best practices.

RECOMMENDATION: Conduct a comprehensive classification and compensation study every four-six years.

While annual surveys of identified classifications can provide a general idea of the City's market competitiveness, Human Resources should complete a comprehensive compensation and classification study every five years to maintain internal and external equity.

As the organization traverses these difficult economic times where employee raises may not be occurring, it is important to remain aware and proactive on issues that impact recruitment, retention, starting pay and compression prevention.

5.4 SUMMARY

Despite the findings of the market analysis, the City should be proud of its commitment to high quality public service. The project team working for the City on this engagement did a commendable job of providing information and specifically avoiding influence on the process or outcomes. This level of objectivity is key in a successful study. Evergreen Solutions' recommendations are intended to build upon the strengths of the current classification and compensation system identified by employees, management, and the consulting team, and to provide specific suggestions for how to address the challenges identified through this analysis.

Exhibit 5C
Salisbury Proposed Grade Order List

Class Title	Proposed Title	Pay Plan	PROPOSED GRADE	Step 1 (MINIMUM)	Step 13 (MIDPOINT)	Step 25 (MAXIMUM)
OFFICE ASSOCIATE II		A	2	\$24,013	\$30,454	\$38,623
ACCOUNT CLERK I		A	3	\$25,935	\$32,891	\$41,714
BUYER ASSISTANT		A	3	\$25,935	\$32,891	\$41,714
ADMIN. OFFICE ASSOCIATE		A	4	\$28,009	\$35,523	\$45,051
OFFICE ASSOCIATE III	ADMIN. OFFICE ASSOCIATE	A	4	\$28,009	\$35,523	\$45,051
BUYER		A	4	\$28,009	\$35,523	\$45,051
ADMIN. OFFICE ASSOCIATE	ADMIN SUPPORT TECHNICIAN	A	5	\$30,251	\$38,366	\$48,657
ACCOUNT CLERK II		A	5	\$30,251	\$38,366	\$48,657
ACCOUNT CLERK I	ACCOUNT CLERK II	A	5	\$30,251	\$38,366	\$48,657
PAYROLL CLERK		A	6	\$32,670	\$41,434	\$52,548
OFFICE ASSOCIATE III	HR ASSOCIATE	A	6	\$32,670	\$41,434	\$52,548
NETWORK TECHNICIAN		A	6	\$32,670	\$41,434	\$52,548
ADMIN. OFFICE ASSOCIATE	CODE ENF. ADMIN. RECORDS CLERK	A	6	\$32,670	\$41,434	\$52,548
OFFICE MANAGER		A	6	\$32,670	\$41,434	\$52,548
SENIOR BUYER		A	6	\$32,670	\$41,434	\$52,548
ASST CITY CLERK		A	7	\$35,283	\$44,748	\$56,751
CODE ENFORCEMENT OFFICER		A	7	\$35,283	\$44,748	\$56,751
NUISANCE OFFICER	CODE ENFORCEMENT OFFICER	A	7	\$35,283	\$44,748	\$56,751
BUILDING INSPECTOR		A	8	\$38,107	\$48,329	\$61,293
PLUMBING INSPECTOR		A	8	\$38,107	\$48,329	\$61,293
EXECUTIVE OFFICE ASSOCIATE	COMMUNICATIONS COORDINATOR	A	8	\$38,107	\$48,329	\$61,293
HUMAN RESOURCES ASSOCIATE	HUMAN RESOURCES MANAGER	A	9	\$41,155	\$52,195	\$66,196
ACCOUNTANT		A	10	\$44,447	\$56,369	\$71,490
HOUSING SUPERVISOR		A	10	\$44,447	\$56,369	\$71,490
ZONING ADMINISTRATOR		A	11	\$48,003	\$60,880	\$77,210
CITY CLERK		A	11	\$48,003	\$60,880	\$77,210
COMMUNITY DEVELOPMENT DIRECTOR		A	12	\$51,844	\$65,750	\$83,387
UTILITIES SUPERINTENDENT		A	12	\$51,844	\$65,750	\$83,387
ASST. DIR OF INTERNAL SVCS - FINANCE	ASST. DIR OF FINANCE	A	13	\$55,991	\$71,010	\$90,058
ASST. DIR OF INTERNAL SVCS - PROCURE	ASST. DIR OF PROCUREMENT	A	13	\$55,991	\$71,010	\$90,058
BPI DIRECTOR		A	14	\$60,470	\$76,691	\$97,262
NSCC DIRECTOR		A	14	\$60,470	\$76,691	\$97,262
ASSISTANT CITY ADMINISTRATOR		A	15	\$65,309	\$82,827	\$105,045
INFORMATION TECH DIRECTOR		A	15	\$65,309	\$82,827	\$105,045
CHEF OF POLICE		A	16	\$70,532	\$89,452	\$113,447
CITY ADMINISTRATOR		A	18	\$82,269	\$104,337	\$132,325
FIREFIGHTER/EMT		F	2	\$37,178	\$47,151	\$59,799
FIREFIGHTER/EMT GRANT		F	2	\$37,178	\$47,151	\$59,799
FIREFIGHTER/PARAMEDIC		F	4	\$44,862	\$56,896	\$72,158
CAPTAIN		F	5	\$46,328	\$58,755	\$74,515
LIEUTENANT		F	5	\$46,328	\$58,755	\$74,515
ASSISTANT FIRE CHIEF		F	7	\$57,911	\$73,445	\$90,839
DEPUTY FIRE CHIEF		F	8	\$65,091	\$82,552	\$102,081
FIRE CHIEF		F	15	\$65,309	\$82,827	\$105,045
POLICE OFFICER		P	1	\$39,026	\$48,347	\$60,167
POLICE OFFICER		P	1	\$39,026	\$48,347	\$60,167
POLICE OFFICER FIRST CLASS		P	3	\$42,660	\$52,954	\$66,012
CORPORAL		P	4	\$45,725	\$56,843	\$70,942
SERGEANT		P	5	\$49,699	\$61,883	\$77,334
MAJOR		P	8	\$68,095	\$85,213	\$106,922
COLONEL		P	9	\$69,137	\$87,682	\$111,202
PARKING MAINTENANCE WORKER		PA	1	\$22,235	\$28,199	\$35,763
PARKING ENFORCEMENT OFFICER		PA	2	\$24,013	\$30,454	\$38,623
OFFICE ASSOCIATE III		PA	3	\$25,935	\$32,891	\$41,714
PARKING SUPERVISOR		PA	6	\$32,670	\$41,434	\$52,548

Source: Evergreen Solutions June 2013.

Exhibit 5C (Continued)
Salisbury Proposed Grade Order List

Class Title	Proposed Title	Pay Plan	PROPOSED GRADE	Step 1 (MINIMUM)	Step 13 (MIDPOINT)	Step 25 (MAXIMUM)
CUSTODIAN		PS	1	\$22,235	\$28,199	\$35,763
RECORDS CLERK		PS	2	\$24,013	\$30,454	\$38,623
CHIEF RECORD CLERK		PS	3	\$25,935	\$32,891	\$41,714
PROPERTY CUSTODIAN I		PS	3	\$25,935	\$32,891	\$41,714
RECORD CLERK/SECRETARY		PS	3	\$25,935	\$32,891	\$41,714
POLICE COMM. OFFICER I		PS	4	\$28,009	\$35,523	\$45,051
ASSISTANT QUARTERMASTER		PS	4	\$28,009	\$35,523	\$45,051
CRIME DATA ANALYST		PS	4	\$28,009	\$35,523	\$45,051
INTELLIGENCE ANALYST		PS	4	\$28,009	\$35,523	\$45,051
ANIMAL CONTROL OFFICER		PS	5	\$30,251	\$38,366	\$48,657
POLICE COMM. OFFICER II		PS	5	\$30,251	\$38,366	\$48,657
POLICE COMM. OFFICER III		PS	6	\$32,670	\$41,434	\$52,548
CHIEF ADMIN. RECORDS CLERK		PS	6	\$32,670	\$41,434	\$52,548
SURVEY TECHNICIAN I		PW	2	\$24,013	\$30,454	\$38,623
PAINTER		PW	2	\$24,013	\$30,454	\$38,623
SUPPLY/RECORDS CLERK		PW	2	\$24,013	\$30,454	\$38,623
ASSISTANT PLANT MECHANIC		PW	2	\$24,013	\$30,454	\$38,623
SIGNS/PAVEMENT MARKING TECH I		PW	2	\$24,013	\$30,454	\$38,623
METER READER I		PW	3	\$25,935	\$32,891	\$41,714
AUTOMOTIVE MECHANIC II		PW	3	\$25,935	\$32,891	\$41,714
MOTOR EQUIPMENT OPERATOR I		PW	3	\$25,935	\$32,891	\$41,714
PARKS MAINTENANCE WORKER		PW	3	\$25,935	\$32,891	\$41,714
PRETREATMENT TECHNICIAN I		PW	3	\$25,935	\$32,891	\$41,714
METER TECHNICIAN I		PW	3	\$25,935	\$32,891	\$41,714
ZOO GROUNDSKEEPER		PW	3	\$25,935	\$32,891	\$41,714
ZOOKEEPER I		PW	3	\$25,935	\$32,891	\$41,714
ENGINEERING ASSOCIATE		PW	4	\$28,009	\$35,523	\$45,051
ADMINISTRATIVE OFFICE ASSOCIATE		PW	4	\$28,009	\$35,523	\$45,051
METER TECHNICIAN II		PW	4	\$28,009	\$35,523	\$45,051
UTILITY LOCATOR		PW	4	\$28,009	\$35,523	\$45,051
MOTOR EQUIPMENT OPERATOR II		PW	4	\$28,009	\$35,523	\$45,051
ADMIN OFFICE ASSOCIATE		PW	4	\$28,009	\$35,523	\$45,051
UTILITY TECHNICIAN I		PW	4	\$28,009	\$35,523	\$45,051
SIGNS/PAVEMENT MARKING TECH II		PW	4	\$28,009	\$35,523	\$45,051
UTILITY TECHNICIAN II		PW	5	\$30,251	\$38,366	\$48,657
AUTOMOTIVE MECHANIC III		PW	5	\$30,251	\$38,366	\$48,657
MOTOR EQUIPMENT OPERATOR III		PW	5	\$30,251	\$38,366	\$48,657
STREET CREW LEADER		PW	5	\$30,251	\$38,366	\$48,657
PRETREATMENT TECHNICIAN II		PW	5	\$30,251	\$38,366	\$48,657
ASSIST. SANITATION SUPERVISOR		PW	5	\$30,251	\$38,366	\$48,657
LAB TECHNICIAN		PW	5	\$30,251	\$38,366	\$48,657
GROUNDKEEPER WWTP		PW	5	\$30,143	\$38,229	\$48,483
SURVEY TECHNICIAN II		PW	5	\$30,251	\$38,366	\$48,657
QUALITY CONTROL/SAMPLER TECH		PW	5	\$30,251	\$38,366	\$48,657
CAD DRAFTER/DRAFTER		PW	6	\$32,670	\$41,434	\$52,548
CARPENTER SUPERVISOR		PW	6	\$32,670	\$41,434	\$52,548
UTILITY TECHNICIAN III		PW	6	\$32,670	\$41,434	\$52,548
HORTICULTURIST		PW	6	\$32,670	\$41,434	\$52,548
MATERIALS MANAGER		PW	6	\$32,670	\$41,434	\$52,548
SANITATION SUPERVISOR		PW	6	\$32,670	\$41,434	\$52,548
RECYCLING SUPERVISOR		PW	6	\$32,670	\$41,434	\$52,548
PLANT MECHANIC	WWTP MECHANIC	PW	6	\$32,670	\$41,434	\$52,548
WWTP OPERATOR I		PW	6	\$32,670	\$41,434	\$52,548
WATER TREATMENT PLANT OPERA I		PW	6	\$32,670	\$41,434	\$52,548
ZOOKEEPER IV		PW	6	\$32,670	\$41,434	\$52,548

Source: Evergreen Solutions June 2013.

Exhibit 5C (Continued)
Salisbury Proposed Grade Order List

Class Title	Proposed Title	Pay Plan	PROPOSED GRADE	Step 1 (MINIMUM)	Step 13 (MIDPOINT)	Step 25 (MAXIMUM)
UTILITY SUPERVISOR		PW	7	\$35,283	\$44,748	\$56,751
STREET SUPERVISOR		PW	7	\$35,283	\$44,748	\$56,751
WWTP-OPERATOR II		PW	7	\$35,283	\$44,748	\$56,751
ELECTRICIAN		PW	7	\$35,283	\$44,748	\$56,751
WATER TREATMENT PLANT OPERA II		PW	7	\$35,283	\$44,748	\$56,751
VETERINARY TECHNICIAN		PW	7	\$35,283	\$44,748	\$56,751
CONSTRUCTION INSPECTOR		PW	8	\$38,107	\$48,329	\$61,293
DRAFTING SUPERVISOR		PW	8	\$38,107	\$48,329	\$61,293
ENGINEERING TECHNICIAN		PW	8	\$38,107	\$48,329	\$61,293
SECTION CHIEF W/S		PW	8	\$38,107	\$48,329	\$61,293
GARAGE SUPERVISOR		PW	8	\$38,107	\$48,329	\$61,293
PARK SUPERVISOR		PW	8	\$38,107	\$48,329	\$61,293
RESOURCE MANAGER		PW	8	\$38,107	\$48,329	\$61,293
BIOSOLIDS MANAGER		PW	8	\$38,107	\$48,329	\$61,293
WWTP-OPERATOR III		PW	8	\$38,107	\$48,329	\$61,293
CHEMIST		PW	8	\$38,107	\$48,329	\$61,293
ELECTRICIAN/MAINTENANCE SUPER.		PW	8	\$38,107	\$48,329	\$61,293
SHIFT SUPERVISOR		PW	8	\$38,107	\$48,329	\$61,293
WWTP OPERATOR III		PW	8	\$38,107	\$48,329	\$61,293
GIS TECHNICIAN	GIS ANALYST	PW	8	\$38,107	\$48,329	\$61,293
Utility Supervisor Grade 7		PW	8	\$38,107	\$48,329	\$61,293
TRAFFIC SUPERVISOR		PW	8	\$38,107	\$48,329	\$61,293
WATER PLANT MAINT OPERATOR II		PW	8	\$38,107	\$48,329	\$61,293
	LEAD ZOOKEEPER	PW	8	\$38,107	\$48,329	\$61,293
MAINTENANCE SUPERVISOR		PW	9	\$41,155	\$52,195	\$66,196
ASST. SUPERINTENDENT UTILITIES		PW	9	\$41,155	\$52,195	\$66,196
WWTP-OPERATOR IV		PW	9	\$41,155	\$52,195	\$66,196
PROJECT MANAGER		PW	10	\$44,447	\$56,369	\$71,490
PRETREATMENT CORD/ASST. SUPT.		PW	10	\$44,447	\$56,369	\$71,490
O & M SUPERINTENDENT		PW	10	\$44,447	\$56,369	\$71,490
SANITATION SUPERINTENDENT		PW	10	\$44,447	\$56,369	\$71,490
WWWTP-SHIFT SUPERVISOR		PW	10	\$44,447	\$56,369	\$71,490
TRAFFIC SYSTEMS MANAGER		PW	10	\$44,447	\$56,369	\$71,490
PROJECT ENGINEER		PW	11	\$48,003	\$60,880	\$77,210
Admin Engineering		PW	11	\$48,003	\$60,880	\$77,210
CITY SURVEYOR		PW	11	\$48,003	\$60,880	\$77,210
CHIEF CPR WWTP		PW	11	\$48,003	\$60,880	\$77,210
DEPUTY DIRECTOR-OPERATIONS		PW	12	\$51,844	\$65,750	\$83,387
ASST. SUPERINTENDENT WWTP		PW	12	\$51,844	\$65,750	\$83,387
WATER TREATMENT PLANT SUPT.		PW	12	\$51,844	\$65,750	\$83,387
	SENIOR PROJECT ENGINEER	PW	12	\$51,844	\$65,750	\$83,387
ZOO CURATOR		PW	13	\$55,991	\$71,010	\$90,058
UTILITIES DIVISION CHIEF		PW	14	\$60,470	\$76,691	\$97,262
SUPERINTENDENT WWTP		PW	14	\$60,470	\$76,691	\$97,262
DEPUTY DIRECTOR ENGINEERING PW		PW	15	\$65,309	\$82,877	\$105,045
DIRECTOR PUBLIC WORKS		PW	16	\$70,532	\$89,452	\$113,447
CASHIER		S	2	\$24,013	\$30,454	\$38,623
CHIEF ACCOUNT CLERK		S	8	\$38,107	\$48,329	\$61,293
DIRECTOR OF INTERNAL SERVICES (MGR)		S	16	\$70,532	\$89,452	\$113,447
ZOOKEEPER II		Z	5	\$30,251	\$38,366	\$48,657
EDUCATION TECHNICIAN		Z	5	\$30,251	\$38,366	\$48,657
MARKETING/DEVELOPMENT ASSOC		Z	8	\$38,107	\$48,329	\$61,293
EDUCATION CURATOR		Z	9	\$41,155	\$52,195	\$66,196

Source: Evergreen Solutions June 2013.