



City of Salisbury

CITY COUNCIL AGENDA



October 13, 2014
Government Office Building

6:00 p.m.
Room 301

Times shown for agenda items are estimates only.

6:00 p.m. CALL TO ORDER

6:01 p.m. WELCOME/ANNOUNCEMENTS

6:03 p.m. CITY INVOCATION - Pastor Julie Lewis, Rockawalkin United Methodist Church

6:06 p.m. PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES

6:08 p.m. COMMUNITY PRESENTATION – Women Supporting Women

6:15 p.m. ADOPTION OF LEGISLATIVE AGENDA

6:17 p.m. CONSENT AGENDA – City Clerk Kimberly Nichols

- September 15, 2014 work session minutes
- September 22, 2014 regular meeting minutes
- Resolution No. 2449 - approving the reappointment of Susan Carey to the City Election Board for term ending 1/31/2020
- Resolution No. 2450 - approving the appointment of Nancy Nyquist to the Marina Committee for term ending 10/31/2016
- Resolution No. 2451 - approving a Maryland Department of Housing and Community Development, Technical Assistance Grant application for funds to provide for downtown branding and marketing efforts and to authorize the Mayor to sign all documents necessary for the receipt of said funds
- Resolution No. 2452 - supporting participation in the Sustainable Maryland Certified Municipal Certification Program

6:22 p.m. AWARD OF BIDS – Assistant Director of Internal Services – Procurement & Parking
Jennifer L. Miller

- C/O #3, Contract A-07-14, Street Improvements – Curb, Gutter & Sidewalk Construction
- Declaration of Surplus – City of Salisbury GOB – Inter-Tel Axxess Basic Phones

6:35 p.m. RESOLUTION – City Administrator Tom Stevenson

- Resolution No. 2453 - authorizing the Mayor to enter into a memorandum of understanding with the Maryland Department of Corrections for use of inmate work crews in conjunction with City forces

6:45 p.m. ORDINANCES – City Attorney Mark Tilghman

- Ordinance No. 2302 – 1st reading - approving a budget amendment of the FY15 General Fund Budget to allocate funds from the General Fund current year surplus to purchase a new video network server, current software package, and individual camera licenses
- Ordinance No. 2303 - 1st reading - approving an amendment of the FY15 Budget to appropriate funds for construction of the Parkside Lift Station
- Ordinance No. 2304 - 1st reading - approving a budget amendment of the FY15 General Fund Budget to appropriate funds for travel expenses for Ron Smith & Associates in support of the Salisbury Latent Fingerprint Exam Grant Award BJAG-2011-0032

7:10 p.m. PUBLIC COMMENTS

7:15 p.m. ADJOURNMENT

**Copies of the agenda items are available for review
in the City Clerk's Office
Room 305 – City/County Government Office Building
410-548-3140**

**or
on the City's web site
www.ci.salisbury.md.us**

**City Council meetings are conducted in open session
unless otherwise indicated. All or part of the Council's
meetings can be held in closed session under the authority
of the Maryland Open Meetings Law, Annotated Code of
Maryland 10-508(a), by vote of the City Council.**

Proposed agenda items for October 27, 2014 (subject to change)

- Resolution No. ____ - Parking Rate Adjustment & Meter removal for State's Attorney's Office
- Ordinance No. ____ - 1st reading – reallocation of the 2003 CDA bonds
- Ordinance No. ____ - 1st reading – budget amendment of the FY15 Budget to appropriate funds for traffic equipment and maintenance
- Ordinance No. ____ - 2nd reading – approving a budget amendment of the FY15 General Fund Budget to allocate funds from the General Fund current year surplus to purchase a new video network server, current software package, and individual camera licenses
- Ordinance No. ____ - 2nd reading - approving an amendment of the FY15 Budget to appropriate funds for construction of the Parkside Lift Station
- Ordinance No. ____ - 2nd reading - approving a budget amendment of the FY15 General Fund Budget to appropriate funds for travel expenses for Ron Smith & Associates in support of the Salisbury Latent Fingerprint Exam Grant Award BJAG-2011-0032

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CITY OF SALISBURY
WORK SESSION
SEPTEMBER 15, 2014

Public Officials Present

Council President Jacob R. Day
Mayor James Ireton, Jr.
Councilman John “Jack” R. Heath

Council Vice President Laura Mitchell
* Councilwoman Eugenie P. Shields
Councilman Timothy K. Spies
* arrived at 4:36 p.m.

In Attendance

City Clerk Kimberly R. Nichols, CMC, Public Works Director Michael Moulds, City Attorney Mark Tilghman (arrived at 5:30 p.m.), interested citizens and members of the press.

On September 15, 2014, Salisbury City Council convened in a Work Session at 4:35 p.m. in Council Chambers, Room 301 of the Government Office Building.

Pioneer Green Wind, LLC Presentation

Pioneer Green Energy Vice President Bruce R. Thompson and Great Bay Wind Energy Center (Great Bay) Manager Paul Harris joined Council to discuss the benefits of wind energy with a PowerPoint presentation (attached as part of the minutes). Economic benefits discussed included:

- wind energy provides a clean, renewable energy to the area
- wind energy provides short term and long term economic development
- jobs would be created for people in Salisbury
- local schools and colleges could partner through job training and research programs

Great Bay’s commitment to Salisbury with a long-term power agreement would include:

- holding job fairs in Salisbury to collect applications for development, construction and O&M positions
- local contractors would have a specific number of construction work jobs
- Great Bay would fund an Economic Development partnership
- Salisbury would be given naming rights

Mayor Ireton indicated all suppliers of solar and wind power would have equal opportunity to respond to the City of Salisbury’s RFP. The presentation was for Council information only.

SolarCity Presentation

President Day invited SolarCity project developer Brent Eskay to join Council at the table to discuss solar power. His presentation included a PowerPoint presentation (attached as part of the minutes).

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Mr. Eskay reported the following:

- SolarCity currently served over 180,000 customers
- the ideal site for a solar station for the City of Salisbury would be on Marine Road
- estimated first year savings would be \$50,000 and the twenty-year term savings would be \$1,400,000
- discussed a performance guarantee, ground and roof solar mounts, and the space constraint when using solar power (about 12 acres for 2 megawatts power)
- no capital investment would be required

Mr. Moulds discussed the current demands for the existing Wastewater Treatment Plant (WWTP), (about 10 megawatts) and estimated there would be more than enough solar electricity to serve the plant, with estimates for the new plant totaling 11 – 12 megawatts. After the WWTP, the next largest electricity expenditure for the City of Salisbury is streetlights. He reported that since the location of the ideal site for the solar power plant was near the Waste Water Treatment plant, the City would have a unique opportunity because of how the WWTP process works to remove nutrients. There would be a reduction in the annual chemical costs since the nutrients would be removed biologically rather than chemically.

Mr. Day questioned whether an RFP could be crafted flexible enough so that if the City’s demand was higher than any one provider could likely provide, then the City could have multiple respondents to address the demand. Ms. Miller indicated they were initially intending to write the RFP for a 2-megawatt system, but would research the question. She stated that the City would be asking the vendors to find the site, and only about 2 megawatts could be obtained from one site.

Mayor Ireton discussed the differences in space requirements for wind and solar power. He asked both companies for examples of the local participation in jobs and manufacturing so he could get a sense of what other communities have been able to draw from these projects.

The presentation was for Council information only, and further discussion would be scheduled again on October 20, 2014.

Proposed Storm Water Utility Ordinance – Council discussion

Mike Moulds and Amanda Pollack joined Council at the table to discuss the proposed Storm Water Utility ordinance. Mr. Moulds recapped the outcome of the last discussion in which Public Works was tasked with developing a plan for storm water credits for facilities making efforts to deal with water quality and quantity, and examining financial hardship exemptions. He explained the original drafted ordinance was modeled after Berlin’s ordinance, and after more research they discovered the City of Rockville *Stormwater Management Ordinance and Regulations* was a useful template since their stormwater utility program has been in effect since 2009, the relation of their size to Salisbury, and their similar concerns as a Maryland City in the Chesapeake Bay Watershed. Mr. Moulds reviewed the following revisions:

- 88 • additional uses of the Fund including grants, public outreach and watershed planning
- 89 (13.30.040)
- 90 • provision for a maximum assessed fee (13.30.050.I)
- 91 • clarification on the classification and fee determination of Condominiums and semi-
- 92 detached residential homes which includes common areas in joint ownership
- 93 (13.30.060.C. D. and E.)
- 94 • additional language added to establish procedures for Adjustment of the Fee (13.30.090)
- 95 and drafted forms
- 96 • process for obtaining and applying for credits (13.30.120 to 13.30.123) and drafted forms
- 97 • financial hardship exemption (13.130.124).

98

99 Council discussion points included:

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- 101 • grants/hardship discussion including Social Security recipients, disabled individuals, and
- 102 Section 8 Housing residents
- 103 • renters ultimately will have to pay
- 104 • How are impervious surfaces on vacant lots addressed?
- 105 • payment terms and penalties, and what happens if customer refuses to pay
- 106 • goal is to have a quarterly fee if billed on a water bill
- 107 • residential fee is \$20 per year
- 108 • partial payment challenges

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110 City Attorney Tilghman would examine Maryland law to see if this utility could be included on

111 tax bills. Internal Services Director Keith Cordrey indicated Internal Services would prepare a

112 comparison of pros and cons for billing on tax bills and utility bills.

113

114 Council reached unanimous consensus for Mr. Tilghman to review the draft and return to Work

115 Session with a final draft for their consideration.

116

117 **LLC Disclosure**

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119 Council President Day asked Mr. Tilghman and Mr. Spies to share their research concerning

120 LLC disclosures.

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122 Mr. Spies discussed the section of the Maryland State application for LLCs that deals with

123 resident agents and shared the following points:

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- 125 • Maryland allows LLCs to be resident agents, which allows for layers upon layers of
- 126 LLCs with resident agents
- 127 • anyone is permitted to be a resident agent, with full anonymity for the partners
- 128 • if the City does business with a corporation that is an LLC, and the owners remain
- 129 anonymous, the City has no idea who they are doing business with
- 130 • the City could essentially be doing business with a series of LLCs by people who the
- 131 City has done business with before but who have not been stellar performers, are from
- 132 out of state and are unknown, or have been incarcerated and the City doesn't know it

- 133 • it was important the City knows who they do business with and who they exchange
134 money with for services and goods
135

136 Mr. Tilghman added that full disclosure would allow the City to avoid conflicts of interest.
137 Initially, LLCs were created to limited liability for people and were very attractive to property
138 owners. He reported the consequence of LLCs is anonymity, and the creators of LLCs have
139 expressed regret that they did not foresee that happening. It would be advantageous to know who
140 the City does business with to avoid conflicts of interest and to identify undesirable partners.
141

142 Mrs. Mitchell did not support LLC disclosure and shared the following concerns:
143

- 144 • the requirements to track and collect the requisite data for enforcement will place an
145 inordinate burden on staff
- 146 • transparency is not improved because the document will not be readily available as it will
147 not be openly available to the public, Council, Department Heads or members of quasi-
148 judicial boards
- 149 • to collect this information, the City opens themselves up to the possibility of lawsuits for
150 alleged favoritism and discrimination based on who the owners and officers are
- 151 • there currently is no risk to the City because the members of the LLCs are unknown
- 152 • this was debated with the prior Council/former majority, after two hours of discussion
153 and more than (40) amendments, the Mayor decided to not sign the legislation
- 154 • unless Mayor Ireton has changed his position or we now have (4) votes, this warrants no
155 more discussion
- 156 • If there are problems with an LLC, and the majority partner forms another LLC with
157 other partners, a separate, legal entity is created. Mrs. Mitchell was unsure that the
158 disclosure question was legal and the City could possibly be sued for discrimination.
159

160 Mr. Heath indicated the City should be focused on the performance guarantee of everyone they
161 do business with and hold them accountable. In his prior business experiences, one of the
162 questions asked on RFPs was “Have you or your partners ever done business with us before?”
163

164 Council reached unanimous consensus to schedule the topic again for discussion with Mayor
165 Ireton and Mr. Cordrey, but not to return the form discussed in the past. Mr. Day asked for Mr.
166 Cordrey to craft an RFP policy for Council to consider at a future date.
167

168 **Adjournment**
169

170 At 7:05 p.m. with no further discussion, Council President Day adjourned the Work Session.
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172 _____
173 City Clerk
174

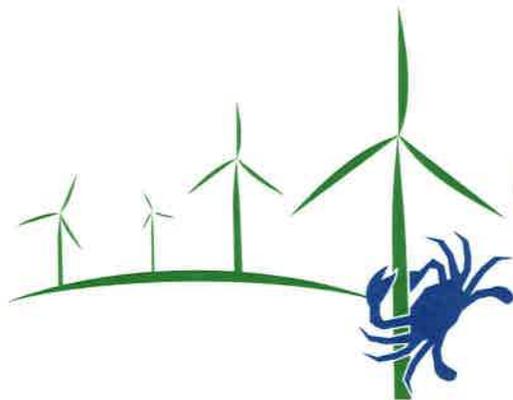
175 _____
176 Council Vice President



Great Bay Wind Energy Center and City of Salisbury

Strategic Economic Development and Long Term
Renewable Energy Procurement Partnership

September 15th, 2014



GREAT BAY
WIND ENERGY CENTER



Overview

- Pioneer Green Energy
- Wind Energy on the Eastern Shore
- Great Bay Wind Energy Center
- Partnerships and Economic Benefits
- Procurement



PGE Overview

- ◉ **Pioneer Green Energy LLC (PGE) is an independent, privately held company**
- ◉ **HQ in Austin; offices in MD & NY**
- ◉ **Highly experienced development team with cumulative nearly 30 years of wind development experience**
- ◉ **Exclusively focused on project development; 75% wind; 25% solar**
- ◉ **Specialize in complex, challenging, high value projects; emphasis on nodally-strong, low-congestion locations**
- ◉ **Team has developed 3,000+ MW of wind**





Recently Completed PGE Projects

- **288.6 MW Miami Energy Center (Wind)** Miami, TX
 - Property taxes over project life >\$65 million
 - Permanent jobs: 12 FTEs; Construction jobs: approx. 300
- **200.1 MW Logan's Gap Wind** Comanche, TX
 - 125 MW PPA with Walmart
 - Property taxes over project life >\$70 million
 - Permanent jobs: 10 FTEs; Construction jobs: approx. 300
- **300 MW Green Pastures Wind** Knox County, TX
 - Property taxes over project life >\$70 million
 - Permanent jobs: 12 FTEs; Construction jobs: approx. 350
- **95 MW (5 sites) California Solar Sites** Kern County, CA
 - Property taxes over project life > \$50 million
 - Permanent jobs: 10 FTEs; Construction jobs: approx. 100 FTEs per project

COD 2014

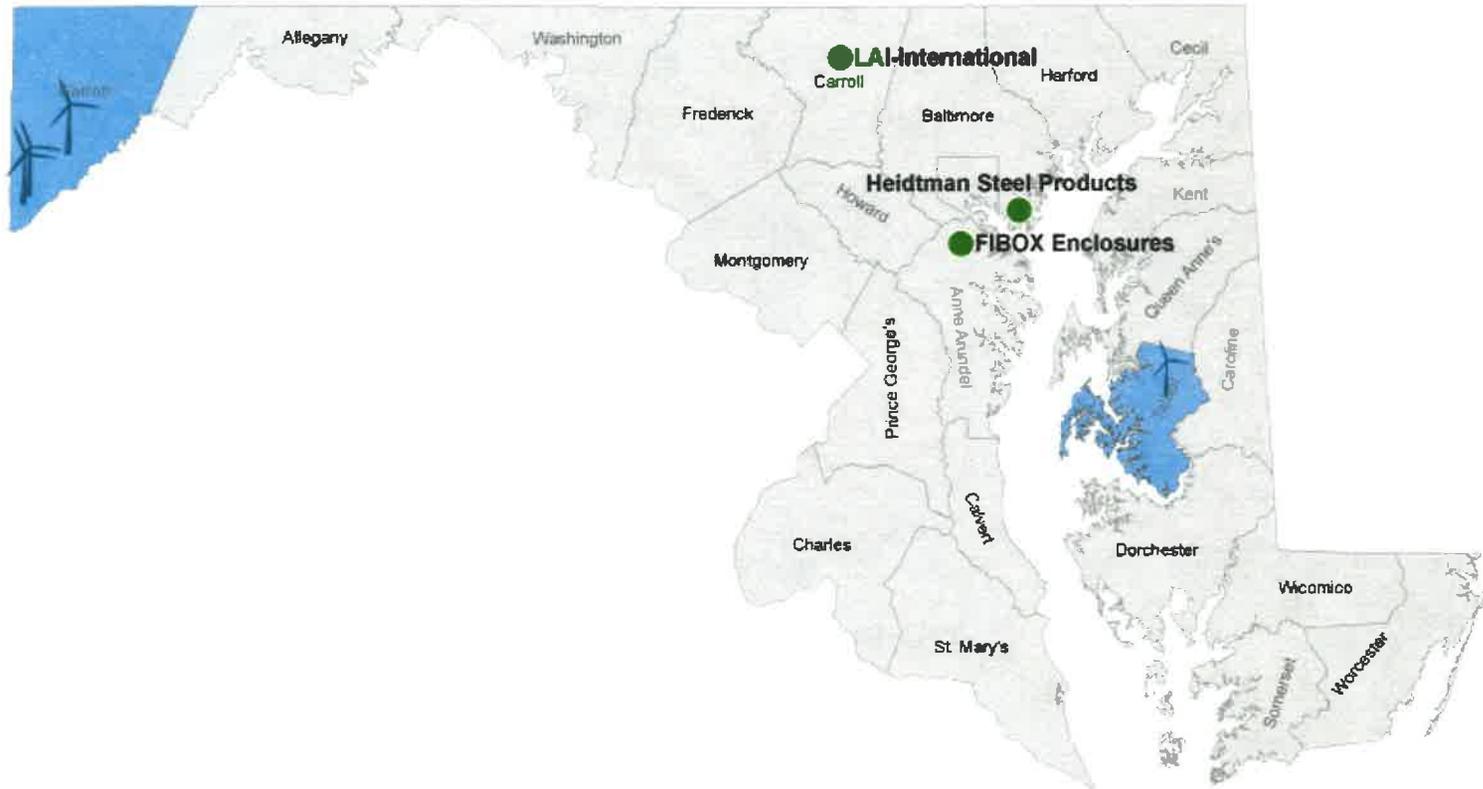
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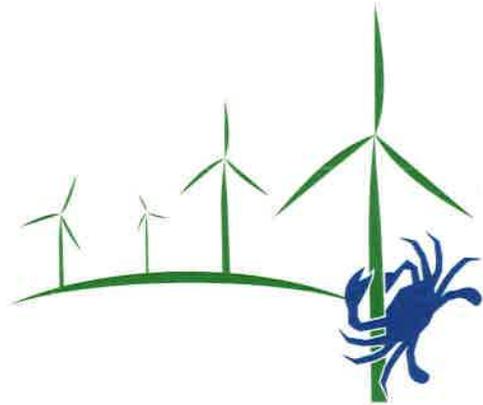
COD 2015

COD 2015-16



Current Wind Related Manufacturing in Maryland





GREAT BAY

WIND ENERGY CENTER



Great Bay Project Layout & Boundary





Project Status

Pioneer Green has been developing the Great Bay Wind Energy Center for 5 years and is in late stage development and project permitting

- 100% of project land leased (10,000 acres)
- Local office in Princess Anne
- Extensive environmental/wildlife work has been completed
- FAA/Navy resolution expected in near term
- Anticipating 2015 and 2016 operations
- PTC Qualified



Aggregate Net Metering Proposals

Pioneer Green proposes dedicating the output of one 2.0 MW wind turbine to supply the City of Salisbury:

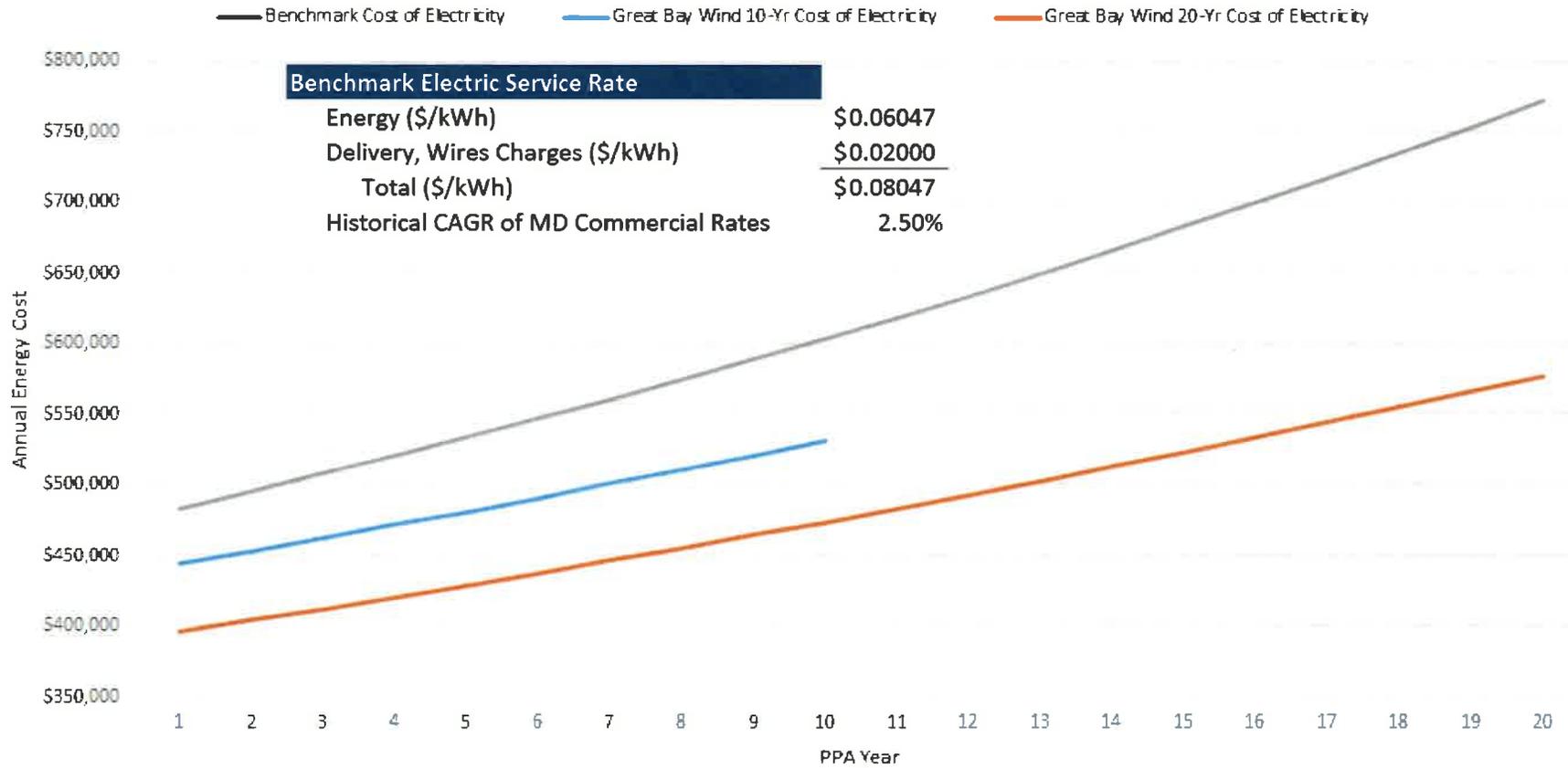
- ~6,000,000 kWh annually
- located within the fully-permitted Great Bay project area
- located on land, and connected to a meter, owned or controlled by the City
- Pricing for 10-year contract:
 - \$0.074 per kWh escalated at 2.0% annually
- Pricing for 20-year contract:
 - \$0.066 per kWh escalated at 2.0% annually



Annual Energy Costs Great Bay Wind vs. Benchmark

City of Salisbury

Annual Energy Costs, 2.0 MW Great Bay Wind Energy PPAs vs. Benchmark Supply Costs





Savings from Great Bay Wind Net Metering Proposals

Benchmark Electric Service Rate

Energy (\$/kWh)	\$0.06047
Delivery, Wires Charges (\$/kWh)	\$0.02000
Total (\$/kWh)	\$0.08047
Historical CAGR of MD Commercial Rates	2.50%

Great Bay Wind 10-Yr PPA Rate (proposed)

Energy (\$/kWh)	\$0.07400
Delivery, Wires Charges (\$/kWh)	\$ -
Total (\$/kWh)	\$0.07400
Contract Annual Price Escalator	2.00%

Great Bay Wind 20-Yr PPA Rate (proposed)

Energy (\$/kWh)	\$0.06600
Delivery, Wires Charges (\$/kWh)	\$ -
Total (\$/kWh)	\$0.06600
Contract Annual Price Escalator	2.00%

Savings - 10-Yr PPA

First Year Savings	\$ 38,820
Total Nominal Savings over PPA Term	\$ 547,541
Present Value Savings @8% Discount Rate	\$351,774

Savings - 20-Yr PPA

First Year Savings	\$ 86,820
Total Nominal Savings over PPA Term	\$ 2,711,713
Present Value Savings @8% Discount Rate	\$1,196,469



Energy Procurement Benefits

- Salisbury's procurement of clean energy from the Great Bay will:
 - Stabilize power prices for the facility
 - Facilitate long term energy planning
 - Hedge against rising fossil fuel costs
 - Generate significant economic development on the lower eastern shore
 - Combat climate change and sea level rise—the greatest threat facing coastal communities



Economic Development Partnership

- Together, Great Bay and Salisbury, can bring renewable energy to the Eastern Shore in a tangible way and
 - Provide clean renewable energy to the region
 - Short and long term economic development
 - Job creation for Salisbury
 - Educational partnerships through job training and renewable research programs at local schools and colleges
 - Experience will provide Salisbury firms will have an upper hand on all future clean energy development



Great Bay's Economic Development Commitments

As part of a partnership with City of Salisbury if a long-term power agreement is executed with the Project, Great Bay would commit to:

- Holding job fairs in Salisbury to collect applications for development, construction and O&M positions
- A specific number of construction work jobs/items will come from contractors who are based in Salisbury
- Fund an Economic Development Partnership
- Naming Rights



Great Bay's Economic Development Commitments Cont.

- Long term strategic partnership
 - Great Bay would enter in MOU to memorialize commitment to bring new industry to Salisbury during pre-construction, construction and operations
 - Great Bay would commit to work with Salisbury to foster new investment in wind related manufacturing – both for the first phase of the project as well as additional phases and other regional projects
- Tourism and Events



Educational Protocol



- Pioneer has experience structuring educational partnerships
- Job training programs
- Develop and expand renewable research
- Numerous universities around US have developed lasting partnerships



Project Partnerships and Support

We are committed to working alongside communities and developing partnerships



Princess Anne Chamber of Commerce



UNIVERSITY of MARYLAND
EASTERN SHORE



Somerset Community Services, Inc.
2574 TULLY'S CORNER RD., P.O. BOX 118 MAPSON, MARYLAND 21888 410-323-3354

SOMERSET COUNTY





GREAT BAY

WIND ENERGY CENTER

www.greatbaywind.com

Paul Harris

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Bruce Thompson

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(512)814-7149



Great Bay Wind Energy Center

APPENDIX

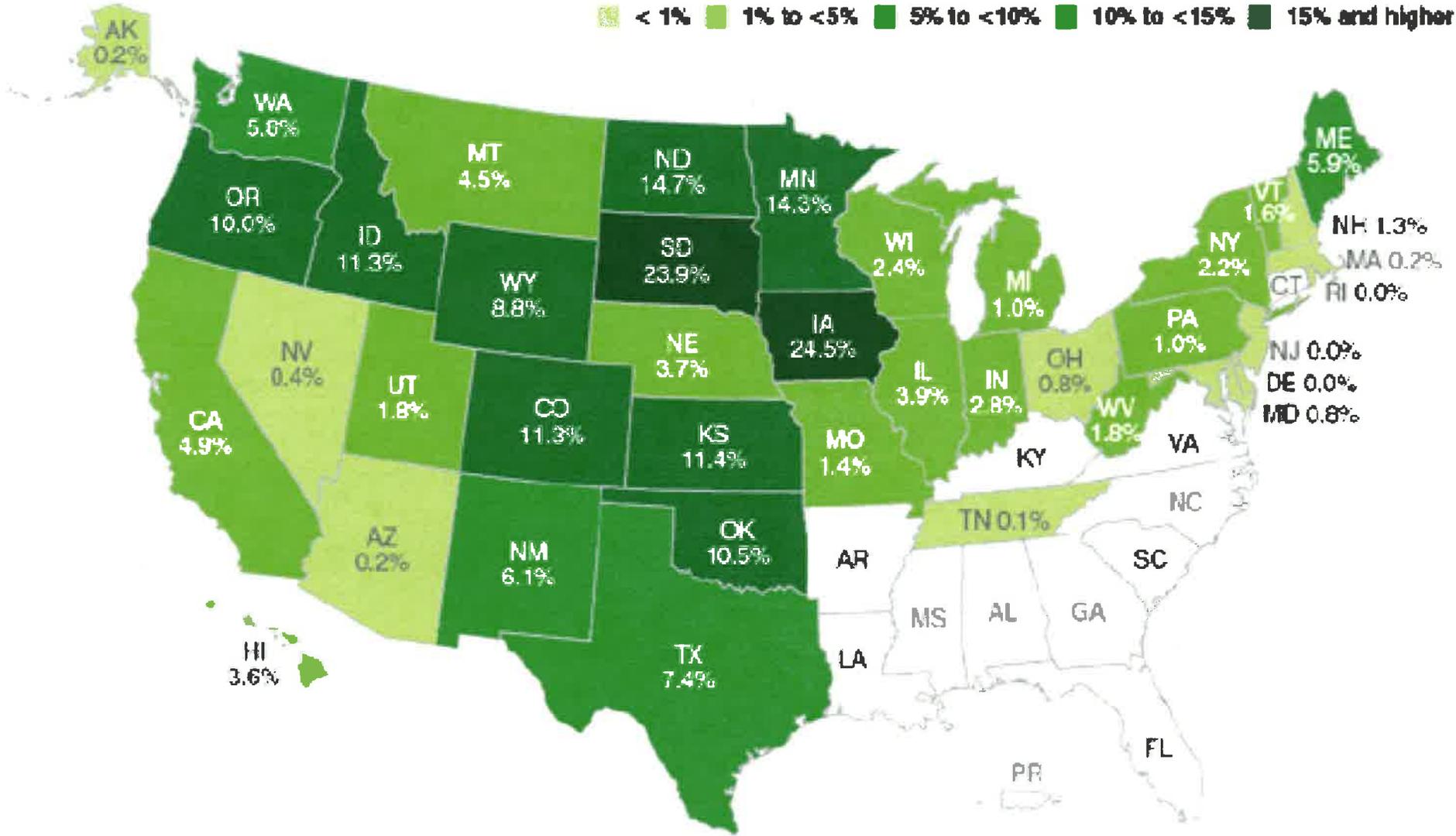


Wind Energy Growth

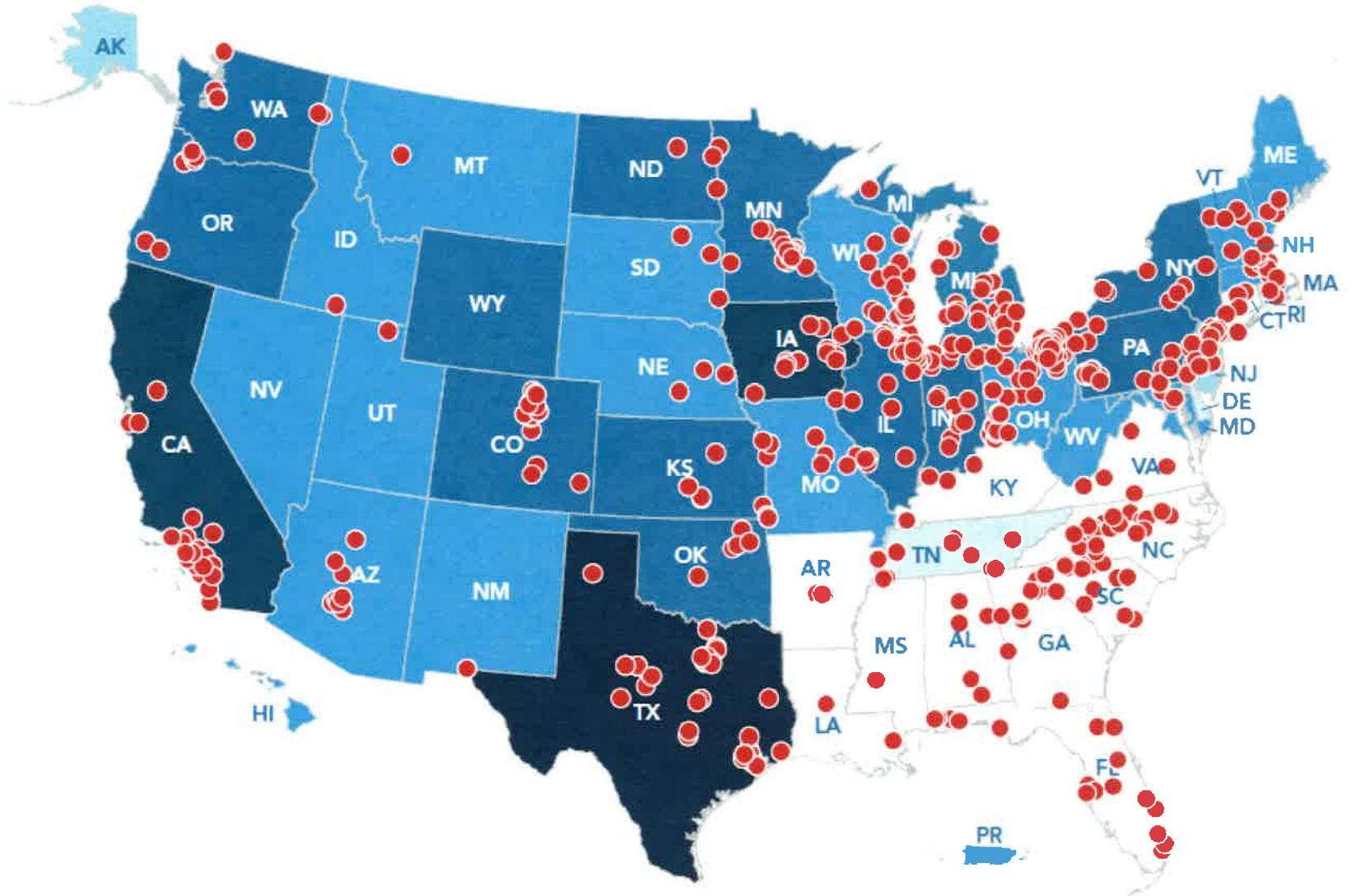
- Since 2005, 35% of new energy capacity added in the US has been from wind
- Average of \$15 billion invested in new wind projects per year over last five years
- Over 10 GW constructed in 2012
- Over 60 GW on wind online at end of 2012
- Over 500 wind-related manufacturing facilities located in US
- Over 75,000 jobs in wind industry

U.S. Wind Energy Share of Electricity Generation, by State

< 1%
 1% to <5%
 5% to <10%
 10% to <15%
 15% and higher



Active Wind-related Manufacturing Facilities end of 2013



0 to 100 MW <100 MW to 1,000 MW >1,000 MW to 5,000 MW >5,000 MW to 10,000 MW >10,000 MW



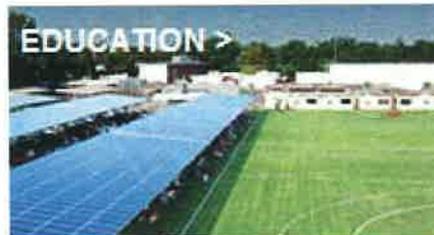
City of Salisbury

September 15, 2014

SolarCity Overview

- **The national leader in clean energy services**

- 68,000+ customers
- 1,000+ commercial solar projects
- 400+ MW deployed
- Serving 14 states nationwide—AZ, CA, CO, CT, DE, HI, MA, MD, NJ, NM, NY, OR, PA, TX, WA and Washington DC



- **4,000+ Employees**

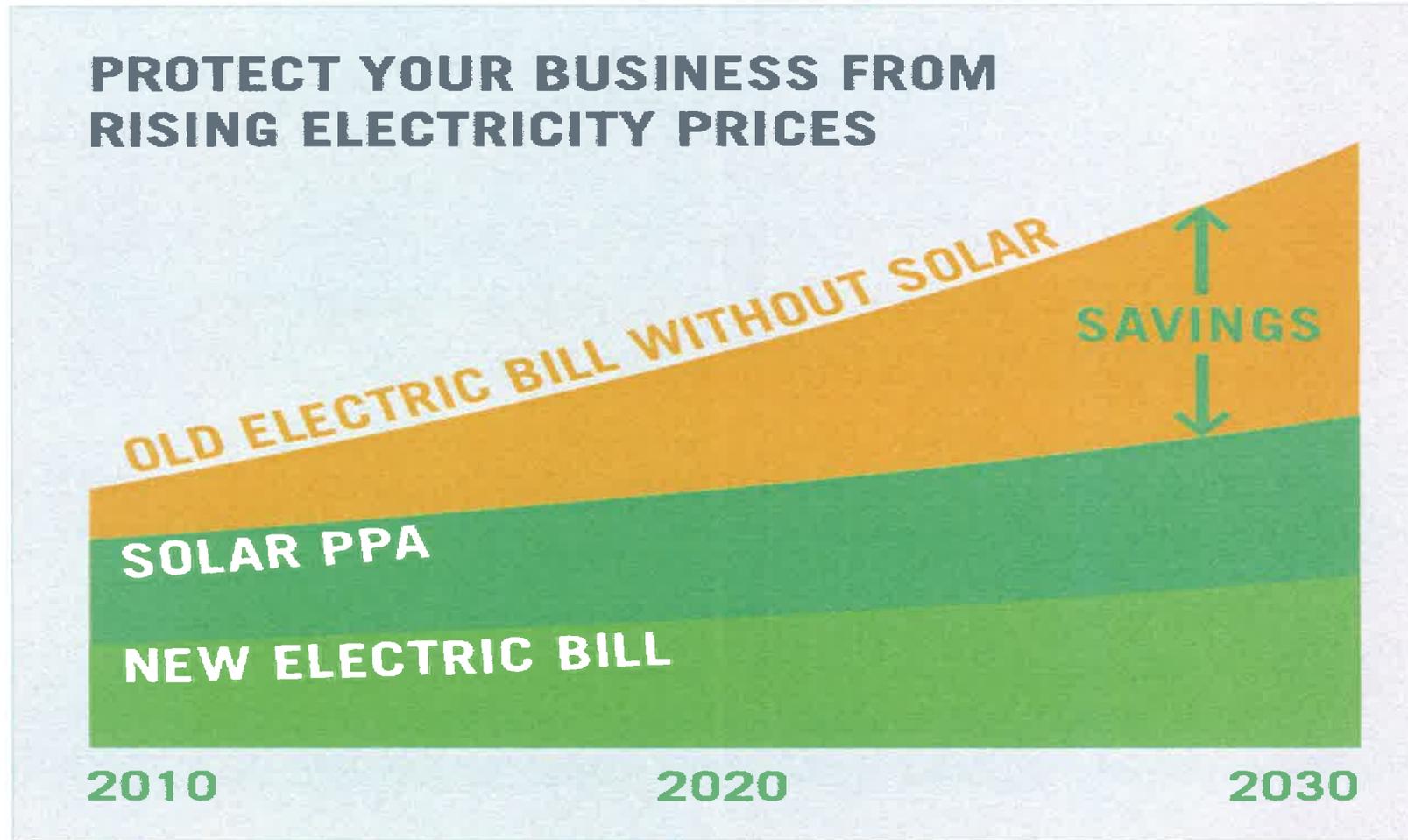
- **Raised ~\$3.4 billion in structured financing**

- **Publicly traded company since December 2012 (SCTY)**

SolarCity Recommendation—PPA

- No capital investment
 - Pay only for the solar electricity you produce and use each month
- No cost to maintain the equipment
 - PPA comes with 20year warranty plus O&M agreement
 - No moving parts—expected to last 30+ years
- Predictable energy costs
 - Reliably forecast and control energy expenses
- Secure decades of electricity at a fixed price
 - As utility rates continue to rise, your savings will grow every year
- We combine all incentives into a low PPA price for you
 - SolarCity’s PPA can leverage rebates, grant programs, tax credits and depreciation that you may not qualify for directly

Basic PPA Structure



Tower Site - Marine Road

1259.7kW DC



**TOWER SITE
MARINE ROAD**

SYSTEM SIZE: 1259.7 kW DC
 SITE ADDRESS: MARINE RD, MAINE, ME

DATE: 5/24/2014
 MODULE: 150W, 300W
 INVERTER: 500

DESCRIPTION:
 150 AC/DC
 RACK & SYSTEM
 100% OF 10 PARCELS
 PRELIMINARY DRAWING - NOT FOR CONSTRUCTION

ARRAY INFORMATION				
MOUNTING METHOD	MODULE COUNT	TILT	AZIMUTH	KW DC
GROUND MOUNT	4150	20	180	1259.7

GENERAL NOTES

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.

2. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

LEGEND

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SHEET NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

APRIL 2014
 SolarCity
 1-800-451-7000
 www.solarcity.com

Project Summary

Savings: Significant financial benefit to the County

This proposal will save the city the following over current grid rates:

1.0MW DC Tower site: \$50,000 in year 1; \$1.4M over the 20-year term

SolarCity's savings models assume a 2.1% year-over-year increase in utility rates. By comparison, per the Department of Labor & Statistics, the 20-year CAGR (compound annual growth rate or escalation) for utility rates in MD is 4.0%. As the Cities PPA rate is fixed at \$0.045/kWh over 20 years, increases in utility rates greater than 2.1% annually will result in even greater savings to the City over time.

Local presence: The City of Salisbury's installation and ongoing operations and maintenance will be managed out of our Beltsville, MD warehouse. SolarCity has completed over 1,000 projects nationwide with commercial, government and municipal customers. The Senior Project Manager, Jason Topercer, has worked in the solar industry since 2007 and has significant experience with multi-MW projects such as this. Whenever possible, SolarCity will utilize local subcontractors, including electrical and civil engineering.

System design: The solar power System is designed as virtual net metered (VNM) system. The structures are ground-mounted on pile-driven racking and will interconnect at medium voltage directly into the grid. SolarCity's PowerGuide monitoring system will be included, with an interface available to the City of Salisbury on a dedicated website, that can double as an educational and promotional tool.

Salisbury Combined Site : Savings

Grid Avoided Cost \$0.0805/kWh

PPA Structure

- Upfront Cost None
- PPA Rate \$0.045/kWh
- PPA Annual Escalation 0.0%
- Term 20 years

Annual Grid Escalation Rate 2.1%

- Year 1 Savings \$50,000
- 20-Year Term Savings \$1,400,000



Energy Performance Guarantee

SolarCity is pleased to provide the City of Salisbury with a 100% Production Performance Guarantee. This guarantee is structured so that the PV system meets the City's financial objectives without risk of lost production due to short-term weather variations.

How it Works

SolarCity will use industry standard modeling data and tools to create an energy production estimate for a PV system after construction is complete. The expected output of the PV system and the monetary value of each kWh are recorded in the Performance Guarantee contract. Throughout the contract term, SolarCity will monitor the system to verify that it is operating properly. At regular intervals, known as "true-up terms", SolarCity will compare the total expected kWh energy production with the actual production of the system. In the event that performance does not match expectations, SolarCity will reimburse the City at the rate agreed to in the Performance Guarantee contract within 30 days of the end of each true-up term.

Example Scenario – Power Purchase Agreement

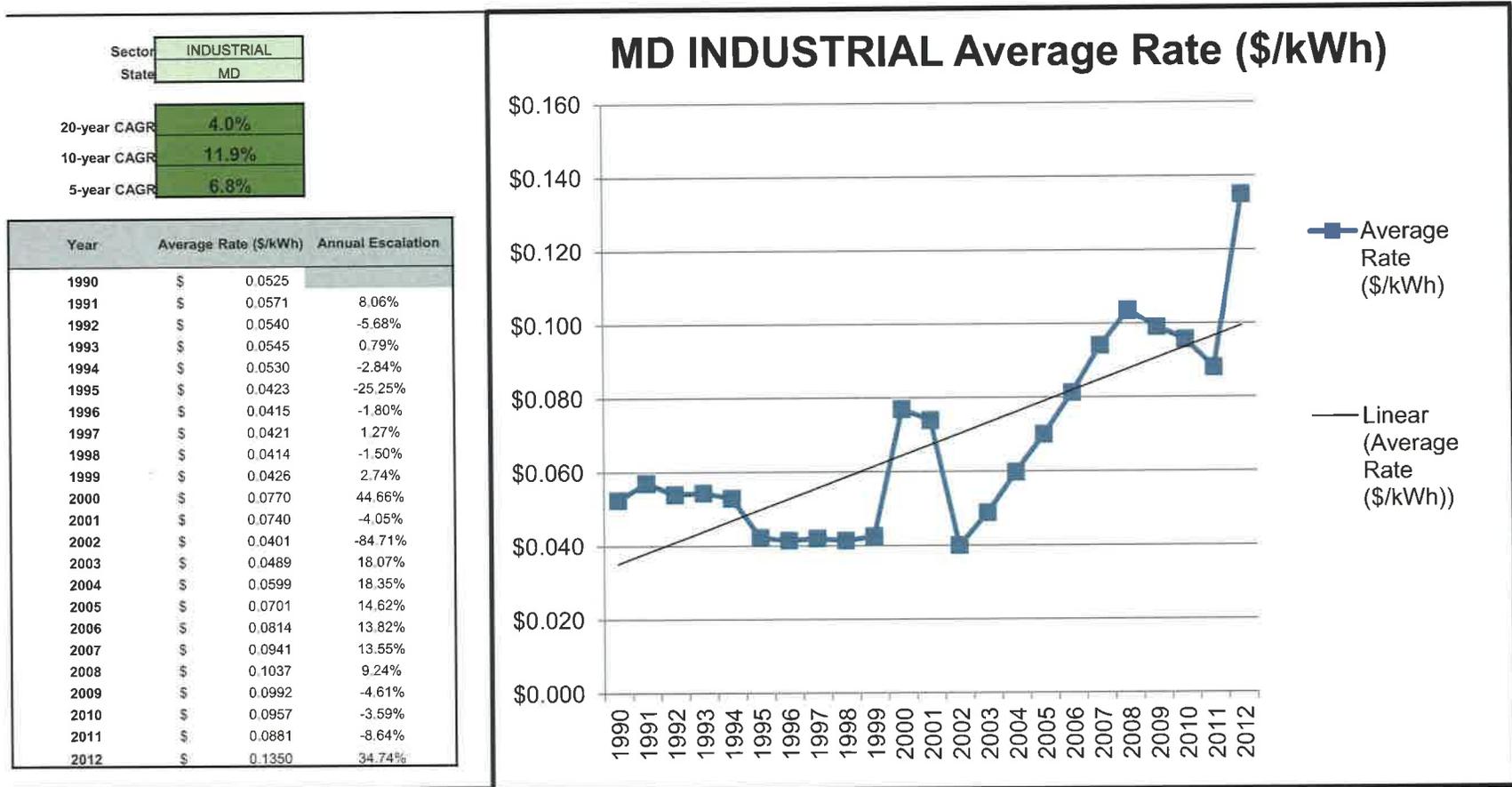
The following scenario outlines a system that is expected to produce 1,000,000 kWh in the first true-up term. Expected production values adjusted for normal degradation for the lifetime of the system are noted in the table below.

Table 1: Expected lifetime production assuming 0.05% module degradation

In the PPA and scenario below, the system had a production shortfall of 50,000 kWh during the first true-up term and the customer will be reimbursed for the lost production. The two-cent per kWh value for the guaranteed energy price represents the difference between the PPA rate and the utility cost of power, as noted in the Performance Guarantee contract. The amount reimbursed to the customer at the end of the true-up term is determined by multiplying the guaranteed energy price by the production shortfall. In this case, the payout to the customer for the first true-up term would be \$1,000.00.

True Up Term		Guaranteed kWh Over True Up Term		Total kWh	
Years 1-5		1,000,000		1,000,000	
Years 6-10		975,249		975,249	
Years 11-15		951,110		951,110	
Years 16-20		927,569		927,569	
PPA Scenario					
Example Guaranteed True Up kWh	Example Actual True Up kWh	Example Utility Rate	Example Guaranteed \$/kWh Energy Price	Difference Between Utility Rate and Guaranteed Rate	Example Payment to Wicomico County
1,000,000	950,000	\$0.12	\$0.10	\$0.02	\$1,000.00

Data taken from Dept of Labor and Statistics

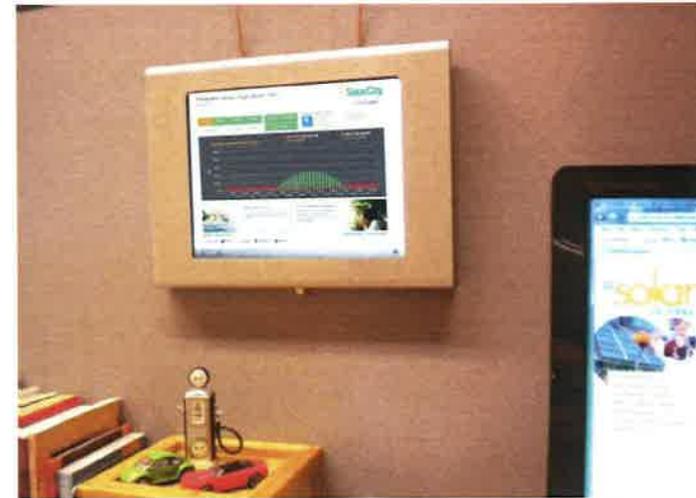
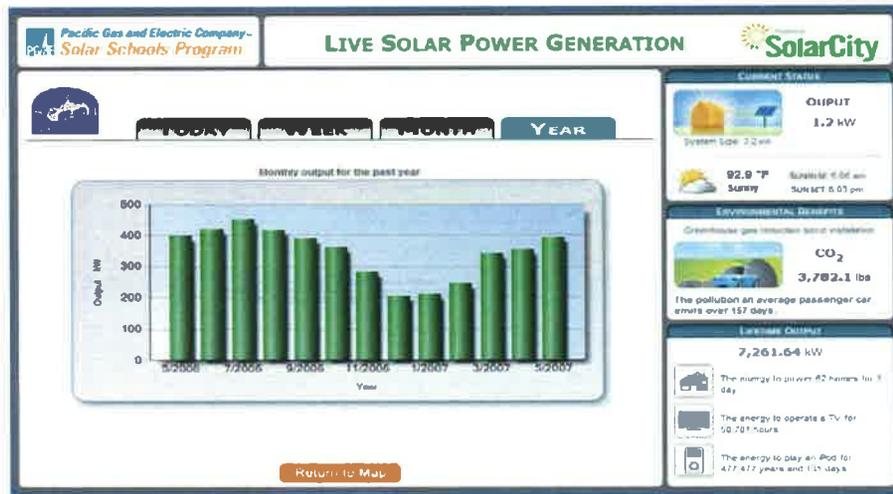


Community Based Tools



Solar PV Monitoring Gateways

SolarCity's PowerGuide monitoring gateway allows the viewer to observe dynamic changes in a PV system's output. This can allow the City to have a viewing portal for citizens to view the arrays productivity. Any computer can be hooked up to a screen and display current PowerGuide information. Additionally, SolarCity now offers iPad-based wall-mounted kiosks, as seen below. SolarCity can help the City find a cost-effective means of displaying PowerGuide's information in an interactive environment, and we have a history of partnering with school districts in the past to provide these resources.



PowerGuide prominently displayed on a touch-screen kiosk built from an iPad and Rhino iPad kiosk enclosure. SolarCity is an approved Rhino enclosure reseller.

Ground Mount System





Thank You

Brent Eskay
reskay@solarcity.com
(240) 997-2116

888.SOL.CITY | 888.765.2489 | SOLARCITY.COM

1 **CITY OF SALISBURY, MARYLAND**

2
3 **REGULAR MEETING**

SEPTEMBER 22, 2014

4
5 **PUBLIC OFFICIALS PRESENT**

6
7 *Council President Jacob R. Day*
8 *Mayor James Ireton, Jr.*

Council Vice President Laura Mitchell
Councilman John “Jack” R. Heath

9 *Councilman Timothy K. Spies*

10
11 **PUBLIC OFFICIALS NOT PRESENT**

12
13 *Councilwoman Eugenie P. Shields*

14
15 **IN ATTENDANCE**

16
17 *City Clerk Kimberly R. Nichols, CMC, City Administrator M. Thomas Stevenson, City Attorney*
18 *Mark Tilghman, Assistant Director Internal Services – Procurement Jennifer Miller, interested*
19 *citizens and members of the press*

20 *****

21
22 **CITY INVOCATION – PLEDGE OF ALLEGIANCE**

23
24 *The City Council met in regular session at 6:00 p.m. in Council Chambers. Council President*
25 *Day called the meeting to order. Following a moment of silent meditation, those in attendance*
26 *recited the Pledge of Allegiance.*

27
28 **PRESENTATIONS**

- 29
30 • *Certificate of Recognition – Diane C. Nelson, CMC, Assistant City Clerk, presented by*
31 *Mayor James Ireton, Jr. and Council President Jacob R. Day*

32 *Mayor Ireton and President Day presented the Certificate of Recognition to Diane C.*
33 *Nelson, CMC, Assistant City Clerk and congratulated her for recently receiving the IAAP*
34 *(International Association of Administrative Professionals) DE-MD-DC Division’s 2013 –*
35 *2014 “KEY TO OUR SUCCESS” Award, the 2013 – 2014 NED “YOU’RE THE BEST”*
36 *Award, and for being personally recognized as the Tri-County Chapter received the*
37 *distinguished 2013 – 2014 “CHAPTER OF EXCELLENCE” Awards. Mayor Ireton and*
38 *President Day thanked Ms. Nelson for her dedication and excellent service to the City of*
39 *Salisbury Mayor’s Office, City Council, and citizens of Salisbury.*

- 40 • Community Organization presentation – Salisbury Zoological Park’s “Story Time” –
41 presented by Karen Lutz, Salisbury Zoo Docent

42 Karen Lutz was welcomed to the podium to tell the public about “Story Time” at the
43 Salisbury Zoo. “Story Time” is held every Tuesday from 10:00 a.m. – 11:00 a.m. from
44 March through November in the Education Building. Age-appropriate books are read to
45 children ages 3 to 5 about animals, conservation, recycling, and the environment.

46 **ADOPTION OF LEGISLATIVE AGENDA**

47
48 Mrs. Mitchell moved, Mr. Spies seconded, and the vote was unanimous (4-0) to approve the
49 Legislative Agenda.

50
51 **CONSENT AGENDA** – presented by City Clerk Kim Nichols

52
53 The Consent Agenda was unanimously approved on a 4-0 vote in favor on a motion and
54 seconded by Mrs. Mitchell and Mr. Spies, respectively:
55

- August 18, 2014 closed session minutes (separate envelope)
- August 25, 2014 regular meeting minutes
- August 25, 2014 closed session minutes A (separate envelope)
- August 25, 2014 closed session minutes B (separate envelope)
- August 27, 2014 special meeting minutes
- September 2, 2014 work session minutes
- September 2, 2014 closed session minutes (separate envelope)
- September 2, 2014 special meeting minutes
- September 8, 2014 regular meeting minutes
- Resolution No. 2445 - approving the reappointment of Dr. Francis I. Kane to the Ethics Commission for term ending 9/30/2018
- Resolution No. 2446 - approving the reappointment of Dr. Amal K. Ali to the City Park Committee for term ending 10/2017
- Resolution No. 2447 - accepting grant funds from the Governor’s Office of Crime Control & Prevention (GOCCP) to pay for latent fingerprint exams

56 **AWARD OF BIDS** – presented by Assistant Director of Internal Services – Procurement Jennifer
57 Miller

58
59 The Award of Bids, consisting of the following items, was unanimously approved on a 4-0 vote
60 on a motion by Mr. Spies that was seconded by Mr. Heath:

- 61
62 • Contract 104-15 Northside & Southside Pumping Station Upgrades - \$3,691,188.00
63 • Contract A-03-15 Miscellaneous Chemicals - \$730,620.34

- 64 • *RFP 01-15 Engineering Construction Services for Northside & Southside Pumping*
65 *Station Improvements - \$240,900.00*
66 • *Declaration of Surplus – Salisbury WWTP – Incubators - \$0.00*
67

68 **RESOLUTION** – *presented by City Administrator Tom Stevenson*
69

- *Resolution No. 2448 – authorizing the City of Salisbury to issue and sell two separate series of General Obligation Bonds for up to \$4,009,000 to fund the Facility Renovation – Fire Station #2 Project and up to \$2,800,000 to refund 2004 Bonds*

On a motion and seconded by Mr. Spies and Mrs. Mitchell, respectively, Resolution No. 2448 was unanimously approved as presented.

70 **ORDINANCE** – *presented by City Attorney Mark Tilghman*
71

- *Ordinance No. 2301 – 2nd reading – to amend Section 2.32.050 by adding a Subsection D which establishes a Small Business, Veteran-Owned Small Business and Disabled-Veteran-Owned Small Business preferences in the Award of City Contracts*

On a motion and seconded by Mr. Spies and Mr. Heath, respectively, and by unanimous vote in favor, Ordinance No. 2301 was passed for second reading.

78
79 **PUBLIC COMMENTS**
80

81 *The following comments were received by two members of the public:*

- *Expressed concern about the Daily Times’ September 12, 2014 article about City-owned property (Lot #30) being developed by a private developer*
- *Did not agree with the proposed project on Lot #30*
- *Invited the Public to the Wicomico County Public Candidates Forum on October 15, 2014 at Wor-Wic Community College from 7 p.m. to 9 p.m.*

88
89 **ADJOURNMENT**
90

91 *There being no further business to discuss, Mr. Day adjourned the meeting at 6:50 p.m.*
92

93 _____
94 *City Clerk*
95

96 _____
97 *Council Vice President*

INTER

OFFICE

MEMO

OFFICE OF THE MAYOR

To: Tom Stevenson, City Administrator
From: Terence Arrington, Assistant City Administrator
Subject: Appointment to the Board of City Elections
Date: October 3, 2014

Mayor Ireton would like to reappoint the following individual to the City Election Board:

<u>Candidate</u>	<u>Term Ending</u>
Susan Carey	1/31/2020

Attached you will find Ms. Carey's letter of interest, resume and the Resolution necessary for her appointment. Please forward this information to the City Council so it may be placed on their agenda for the next meeting. Please let me know if you have any questions.

Attachments: Letter of Interest
Resume
Resolution of Appointment

CC: Mayor Ireton
Tom Stevenson

SUSAN ELIZABETH CAREY

109 West Philadelphia Avenue

Salisbury, Maryland 21801

Res: 410-548-4591

E-mail: suzyfood@comcast.net

PROFILE

HIGH ENERGY SALES PROFESSIONAL with over 15 years diverse sales experience and demonstrated ability of generating sales and maximizing profits for an employer. Accomplished in the following:

- ▶ Service an existing account base with focus on introduction of new product lines and account penetration.
- ▶ Grow sales by impacting target markets and solicitation of new accounts.
- ▶ Interact closely with managers and owners to build positive relations, resolve problem situations, encourage retention and ensure overall customer satisfaction.
- ▶ Set up marketing displays and promotional tools.
- ▶ Coordinate special events with community organizations and school systems, as well as participate in tradeshows promoting product recognition to the general public.
- ▶ Educate customers on the features and advantages of products that produce profits, effect cost savings and facilitate needs.

EDUCATION

SALISBURY STATE UNIVERSITY, Salisbury, MD

B.A. Degree: Liberal Studies Concentrations in History and English

DEC 1989

EXPERIENCE

PERDUE FARMS INC., Salisbury, MD
2006-present

Dec.

Inside Sales Representative-Manage 2 foodservice territories on West and East Coasts Handles accounts receivable, order input, transportation issues as well as day to day operations needed. Serve as a primary contact to brokers and foodservice accounts. Also works closely with 2 outside representatives in making increased sales of products and maintaining existing customer base.

EBY BROWN, Glen Burnie, MD
2006-Dec.2006

Apr

Sales Representative- Manage a retail account base on the Eastern shores of Maryland, Delaware and Virginia. Interact with the decision makers by bringing value added products. Increase sales within existing accounts as well as soliciting new business. Handles accounts receivable as well as transportation issues.

JACK & JILL, Moorestown, NJ

FEB 2004-DEC 2005

Food Service Sales Representative – Service an account base of approximately 100 existing customers and solicit new business for this ice cream and novelty manufacturer and distributor. Manage a territory on the Eastern shores of Maryland, Delaware and Virginia.

Key Accomplishments

- ▶ Captured a chain account of 11 stores from a competitor which increased gross sales volume by \$20-30,000 over a five month period.
- ▶ Expanded a major account by adding a new profit center resulting in approximately \$50-60,000 annual increase in sales.
- ▶ Serve as primary contact for hotel/motel/school trade shows with direct responsibility for the coordination, set up and company representation.

EBY BROWN, Glen Burnie, MD

SEP 2002-FEB 2004

Account Representative – Interacted closely with managers and owners to build solid working relationships that reinforced customer retention. Incorporated the use of interpersonal, communication skills and problem solving ability to ensure overall customer satisfaction. Serviced

EXPERIENCE, Continued

retail and supermarket chains to retain the company's fair share of the market.

U.S. FOODS, INC., Virginia Beach, VA

MAR 2000-SEP 2002

Previously PYA Monarch Foods

Territory Representative - Was retained through a company buyout and maintained responsibility for territory management and business development for a major broadline food service distributor.

Key Accomplishments:

- ▶ Won a travel incentive for exceeding specific product sales goal.
- ▶ Ranked in the top five sales representatives for achieving one of the highest produce increases in the region.
- ▶ Successfully captured a key account, which increased gross sales volume through persistence, persuasive manner and quality customer service

COCA COLA ENTERPRISES, Salisbury

NOV 1996-MAR 2000

Account Manager - Managed a territory on the Eastern Shores of Maryland and Delaware servicing approximately 150 accounts with emphasis on growing business and expanding existing accounts for a world-renown beverage distributor.

Key Accomplishments:

- ▶ Achieved or exceeded volume and gross profit goals.
- ▶ Won an incentive award for sales increase.

NABISCO INC., Salisbury, MD

NOV 1991-NOV 1996

Merchandiser - Ensured company's fair share of the market through creative merchandising and display of product lines. Traveled to customer locations to maintain product visual awareness, restocked shelves and set up point of sale displays. Interacted extensively with management to establish a positive working rapport.

CIVIC ACTIVITIES/ACCOMPLISHMENTS

Mayor's Round Table, Member, 2001-Present

Salisbury Junior Chamber of Commerce, Member, 1994-Present

Neighbor Association President, 2000-Present

Board of Directors (Public Relations Director), Salisbury Junior Chamber of Commerce, 1995-1996

RESOLUTION NO. 2449

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BE IT RESOLVED by the City of Salisbury, Maryland that the following individual is reappointed to the City Election Board for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Susan Carey	1/31/2020

The above resolution was introduced, read and passed at the regular meeting of the Council of the City of Salisbury held on the _____ day of October 2014.

Kimberly R. Nichols
CITY CLERK

Laura Mitchell
COUNCIL VICE
PRESIDENT

APPROVED BY ME THIS
_____ day of October 2014.

James Ireton, Jr.
MAYOR

INTER

OFFICE

MEMO

OFFICE OF THE MAYOR

To: Tom Stevenson, City Administrator
Cc: Mayor Ireton
From: Terence Arrington, Assistant City Administrator
Subject: Appointment to the Marina Committee
Date: October 3, 2014

Mayor Ireton would like to appoint the following individual to the Marina Committee:

<u>Name</u>	<u>Term Ending</u>
Nancy Nyquist	10/31/2016

Attached you will find Ms. Nyquist's letter of interest, resume and the Resolution approving her appointment. Please forward this information to the City Council so it may be placed on their agenda for the next meeting. Please let me know if you have any questions.

Attachments: Letter of Interest
Resume
Resolution of Appointment

Sherrell McBride

Subject: FW: Marina Commission

-----Original Message-----

From: Nancy Nyquist [mailto:NANCYNYQUIST@comcast.net]

Sent: Tuesday, September 16, 2014 11:19 AM

To: Sherrell McBride

Subject: RE: Marina Commission

Dear Mayor,

My name is Nancy Nyquist, and per our conversation , I am writing to formally request placement on the Marina Commission. Before moving to Salisbury, in 1976, I had lived in Washington DC. There I successfully attended Regina High School and Dunbarton College. After college I work for NSA as a linguist but traded in my security badge for marriage and children.

Since arriving in Salisbury I have owned and operated two successful business, Salisbury Schwinn and Nancy N. These business are categorized as a "mom and pop" operations and therefore require the owner to wear many hats. I had to do all marketing, all accounting procedures, buy all inventories, handle sales and solve a variety of problems quickly and on the fly. These are the same skills which I will bring to the Commission.

I have always loved the Downtown area and located Nancy N there from 1983 to 2009. During that time and until it's conclusion I served on the DSA and Urban Salisbury. I FIRMLY believe that our water front is of prime importance to the health and well being of our downtown and the surrounding area.

I hope this letter is sufficient and meets your "resume" requirement for the Marina Commission. If not or there are any other questions, please feel free to contact me. I eagerly await your response.

-----Original Message-----

From: Sherrell McBride [mailto:smcbride@ci.salisbury.md.us]

Sent: Friday, September 12, 2014 11:05 AM

To: Nancy Nyquist

Subject: RE: Marina Commission

Hi Nancy,

Yes, please send a resume and a formal letter of interest for the Mayor's review. You can send it electronically back to me. Thank you for your interest.

Karen

Thank You

Sherrell McBride

Office of the Mayor

www.downtownsalisbury.org

Make this year one to remember!!

RESOLUTION NO. 2450

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BE IT RESOLVED by the City of Salisbury, Maryland that the following individual is appointed to the Marina Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Nancy Nyquist	10/31/2016

The above resolution was introduced, read and passed at the regular meeting of the Council of the City of Salisbury held on the _____ day of October 2014.

Kimberly Nichols
CITY CLERK

Laura Mitchell
COUNCIL VICE
PRESIDENT

APPROVED BY ME THIS
_____ day of October 2014.

James Ireton, Jr.
MAYOR

INTER

OFFICE

MEMO

OFFICE OF BUSINESS DEVELOPMENT

To: Tom Stevenson – City Administrator

From: Laura Kordzikowski

Subject: Technical Assistance Grant resolution

Date: September 22, 2014

The Office of Business Development is applying for a Technical Assistance Grant from DHCD to aid in the branding and revitalization efforts for Downtown Salisbury. The project is to develop a cohesive brand and supporting campaign for Downtown Salisbury. The scope will include the brand, logo, refresh of the Downtown Salisbury web site, training of appropriate staff on web site update procedures and tools, purchase of associated/similar domain names, integration of the Downtown Salisbury social media accounts, establishment of any new social media accounts needed (i.e., YouTube), design of associated social media branding/messaging, identification of appropriate media for enhancing brand awareness, design and production of the associated media (i.e., print material, videos), and coordination with regional Tourism organizations and agencies to ensure brand awareness and integration.

The Technical Assistance Grant application requires a Resolution of Support for funding consideration. The application is due to DHCD as soon as possible and a signed resolution needs to be provided to them as soon as it is passed.

Attached is the Resolution of Support for the FY 2015 Technical Assistance Grant funding application for Downtown branding efforts. Please forward this resolution to the City Council so that it may be placed on their agenda.

Please contact me if you have any questions.

RESOLUTION NO. 2451

A RESOLUTION OF THE CITY OF SALISBURY TO APPROVE A MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, TECHNICAL ASSISTANCE GRANT APPLICATION FOR FUNDS TO PROVIDE FOR DOWNTOWN BRANDING AND MARKETING EFFORTS AND TO AUTHORIZE THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY FOR THE RECEIPT OF SAID FUNDS.

WHEREAS, the Maryland Department of Housing and Community Development (DHCD) has solicited applications from eligible jurisdictions to apply for funding under the Technical Assistance Grant Program for fiscal year 2015; and

WHEREAS, the City of Salisbury is eligible to apply for funds from DHCD; and

WHEREAS, DHCD, either through the Technical Assistance Grant or through other Programs of the Department, or in cooperation with other State Departments or agencies, may provide a dollar to dollar match for the financing for the Project (the "Project Financing") in order to assist in making it financially feasible; and

WHEREAS, Downtown revitalization is an important aspect of the City's initiatives and creation of a cohesive brand, image, and portal for information is a much needed asset.

NOW, THEREFORE, BE IT RESOLVED THAT, the Council of the City of Salisbury, Maryland does hereby authorize the submission of an application for Technical Assistance Grant funds to forward the City's Downtown Revitalization initiatives. This will be accomplished by applying for approximately \$20,450 to provide funds for Downtown branding efforts.

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

BE IT FURTHER RESOLVED THAT, copies of this Resolution be sent to the Secretary of the Department of Housing and Community Development of the State of Maryland for consideration by the Technical Assistance Grant board.

THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on _____, 2014, and is to become effective immediately.

ATTEST:

Kimberly Nichols
CITY CLERK

Laura Mitchell
COUNCIL VICE PRESIDENT

APPROVED BY ME THIS

_____ day of _____, 2011

James Ireton, Jr., Mayor

City of Salisbury



MARYLAND

Salisbury



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

MICHAEL S. MOULDS, P.E.
DIRECTOR OF PUBLIC WORKS

JAMES IRETON, JR.
MAYOR

TOM STEVENSON
CITY ADMINISTRATOR

TERENCE ARRINGTON
ASSISTANT CITY ADMINISTRATOR

Memorandum

To: Tom Stevenson, City Administrator

From: Mike Moulds, Director of Public Works

Date: September 22, 2014

Copy:

Re: Maryland Sustainable Maryland Certified Municipal Certification Program Resolution

Tom, as a follow up to the Memorandum of Understanding (MOU) with the Washington College Center for Environment and Society for participation of the City of Salisbury in the Shore Power Project, the City needs to adopt a Resolution to register in the Sustainable Maryland Certified Municipal Certification Program as a Sustainable Maryland Certified Community.

Attached is a copy of the MOU for reference and a proposed Resolution for consideration.

The Center is currently in the process of completing work on the energy report from data we have provided.

Should you have any questions or require any additional information, please do not hesitate to call.

Mike Moulds



**ShorePower Project
MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (the Memorandum) is made on this day 12/3/13, by and between the Washington College Center for Environment & Society, of 101 S Water Street, Chestertown, MD 21620 hereinafter referred to as CES and City of Salisbury of 101 N Division Street, Salisbury, MD 21801, hereinafter referred to as the Municipality, for the purpose of achieving the various aims and objectives relating to the ShorePower Project (the Project).

WHEREAS CES and the Municipality desire to enter into an agreement in which CES and the Municipality will work together to complete the Project;

AND WHEREAS CES and the Municipality desire to enter into a Memorandum of Understanding between them, setting out the working arrangement that each of the partners agree are necessary to complete the Project;

The purpose of this Memorandum of Understanding (MOU) is to identify the roles and responsibilities of each party as they relate to the Project.

Background

With funding support from the Town Creek Foundation, CES has initiated the Project to help Eastern Shore municipalities track energy and reduce energy expenditures and greenhouse gas emissions.

Since 2008 CES has helped the Chestertown municipal government achieve significant reductions of energy usage and greenhouse gas emissions. Between 2008 and 2011 Chestertown's electricity consumption dropped by 300,000-kilowatt hours per year. This amounted to a greater than 10% decrease and an avoidance of \$130,000 annually in costs. It also constituted an overall reduction in greenhouse gas emissions of 200 tons per year.

The Project aims to replicate these results in the eight remaining County seats on Maryland's Eastern Shore, four municipalities in Year 1 of the Project and four more in Year 2.

The Project is governed by an advisory board, and involves close consultation with staff from the Maryland Energy Administration, the Maryland Department of the Environment, and the Maryland Municipal League.

Responsibilities

CES shall undertake the following activities:

- Gather necessary data and produce accurate energy report for the Municipality
- Gather necessary data and produce accurate greenhouse gas emissions report for the Municipality
- Provide recommendations to the Municipality on how to decrease energy usage and greenhouse gas emissions
- Formally present energy data, greenhouse gas emissions data, and recommendations to the Municipality
- Coordinate ceremonial launch event
- Manage public relations for the Project, including website and social media
- Communicate benefits and results of the project to the Region and State.
- Build capacity for the Municipality to manage energy tracking and reporting after year 1 going forward

The MUNICIPALITY shall undertake the following activities:

- Register to be a Sustainable Maryland Certified community
- Assist in ceremonial launch event
- Assist CES in obtaining accurate energy usage data and greenhouse gas emissions calculations including but not limited to:
 - o Travel, including employee commute and business related travel
 - o Municipal buildings' specifications
 - o Energy providers and access to detailed invoices
 - o Municipal fleet
 - o Landscaping and agriculture
 - o Municipal solid waste and recycling
 - o Potential greenhouse gas emissions offsets
- Assist CES in communicating the benefits and results of the project to the community and encourage community participation in the Project
- Initiate energy tracking and reporting protocols into regular administrative duties

Funding

The Town Creek Foundation has provided funding for the Project. CES will be responsible for managing all Project funds.

Effective Date and Signature

This Memorandum of Understanding shall be effective upon the signature of CES and City of Salisbury authorized officials.

CES and the City of Salisbury indicate agreement with this Memorandum of Understanding by their signatures.

Briggs Cunningham (CES)
Center for Environment and Society

12/10/13
Date


City of Salisbury

12/9/13
Date

1 RESOLUTION NO. 2452

2
3 A RESOLUTION OF THE CITY OF SALISBURY SUPPORTING PARTICIPATION IN THE
4 SUSTAINABLE MARYLAND CERTIFIED MUNICIPAL CERTIFICATION PROGRAM

5
6 WHEREAS, a sustainable community means meeting the needs of the present without
7 compromising the ability of future generations to meet their own needs; and

8
9 WHEREAS, a sustainable community seeks to optimize quality of life for its residents by
10 ensuring that its environmental, economic and social objectives are balanced and mutually
11 supportive; and

12
13 WHEREAS, The City of Salisbury strives to save tax dollars, assure clean land, air and
14 water, improve working and living environments as steps to building a sustainable community
15 that will thrive well into the new century; and

16
17 WHEREAS, The City of Salisbury hereby acknowledges that the residents of the City of
18 Salisbury desire a stable, sustainable future for themselves and future generations; and

19
20 WHEREAS, The City of Salisbury wishes to support a model of government which
21 benefits our residents now and far into the future by exploring and adopting sustainable,
22 economically-sound, local government practices; and

23
24 WHEREAS, by endorsing a sustainable path the City of Salisbury is pledging to educate
25 itself and community members further about sustainable activities and to develop initiatives
26 supporting sustainable local government practices; and

27
28 WHEREAS, as elected representatives of the City of Salisbury, we have a significant
29 responsibility to provide leadership which will seek community-based sustainable solutions to
30 strengthen our community.

31
32 NOW, THEREFORE BE IT RESOLVED, that to focus attention and effort within the
33 City of Salisbury on matters of sustainability, the Council of the City of Salisbury, Maryland
34 wishes to pursue local initiatives and actions that will lead to Sustainable Maryland Certified
35 Municipal Certification.

36
37 BE IT FURTHER RESOLVED, by the Council of the City of Salisbury, Maryland that
38 we do hereby authorize the Director of Public Works to serve as the City of Salisbury's agent for
39 the Sustainable Maryland Certified Municipal Certification process and authorize the Director to
40 complete the Municipal Registration on behalf of the City of Salisbury, Maryland.

41
42
43
44

45 THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting
46 of the Council of the City of Salisbury held on this ____ day of _____, 2014 and is to
47 become effective immediately upon adoption.
48

49

50 ATTEST:

51
52

53 _____

54 Kimberly R. Nichols
55 CITY CLERK

Laura Mitchell
VICE PRESIDENT, City Council

56
57

APPROVED by me this _____ day of _____, 2014

58
59

60 _____

61 James Ireton, Jr.
62 MAYOR, City of Salisbury

City of Salisbury



MARYLAND



125 NORTH DIVISION STREET
SALISBURY, MARYLAND 21801
Tel: 410-548-3190 Procurement
Fax: 410-548-3192 Procurement

KEITH A. CORDREY
DIRECTOR OF INTERNAL SERVICES

JENNIFER MILLER
ASST. DIRECTOR OF INTERNAL
SERVICES

JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

TERENCE ARRINGTON
ASSISTANT CITY ADMINISTRATOR

Council Agenda – Award of Bids

October 13, 2014

- | | |
|--|-------------|
| 1. Award of Bid – C/O #3, Contract A-07-14
Street Improvements – Curb, Gutter & Sidewalk Construction | \$33,000.00 |
| 2. Declaration of Surplus
City of Salisbury GOB – Inter-Tel Axxess Basic Phones | \$ 0.00 |

City of Salisbury



MARYLAND

Salisbury



125 NORTH DIVISION STREET
SALISBURY, MARYLAND 21801
Tel: 410-548-3190 Procurement
Fax: 410-548-3192 Procurement

KEITH A. CORDREY
DIRECTOR OF INTERNAL SERVICES

JENNIFER MILLER
ASST. DIRECTOR OF INTERNAL
SERVICES

JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

TERENCE ARRINGTON
ASSISTANT CITY ADMINISTRATOR

Council Agenda

October 13, 2014

TO: Mayor and City Council

SUBJECT: Change Order #3 to Contract A-07-14
Street Improvements – Curb, Gutter & Sidewalk Construction

The City of Salisbury Internal Services Department, Procurement Division, received a request from Salisbury Public Works (SPW) to process Change Order #3 in the amount of \$33,000 for Contract A-07-14 Street Improvements – Curb, Gutter & Sidewalk Construction. This Change Order would provide for improvements to Circle Avenue Bridge, improvements to the intersection of Dykes Road and Division Street, miscellaneous concrete work at the Waste Water Treatment Plant and the Park Water Plant.

Funds are available in the following project accounts:

30100-513026-42002 Circle Avenue Bridge	\$ 15,000.00
30100-577032-45001 Dykes & Division	\$ 9,000.00
86083-523600 Skilled Services	\$ 6,000.00
82075-523600 Skilled Services	\$ 3,000.00

The Department of Internal Services, Procurement Division, requests Council's approval for Change Order #3 as noted above to Malone and Phillips, Inc., in the amount of \$33,000.

Sincerely,

Jennifer Miller
Asst. Director of Internal Services – Procurement and Parking

City of Salisbury



MARYLAND



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

JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

TERENCE ARRINGTON
ASSISTANT CITY ADMINISTRATOR

MICHAEL S MOULDS, P.E.
DIRECTOR OF PUBLIC WORKS

To: Jennifer Miller, Assistant Director of Internal Services - Procurement Division
From: Michael S. Moulds, Director of Public Works
Date: September 9, 2014
Subject: Change Order No. 3 - Contract No. A-7-14
P.O. 02150099
Citywide Concrete Program

Salisbury Public Works requests the City of Salisbury Internal Services Department, Procurement Division process Change Order #3, in the amount of \$33,000.00. This contract is a yearly contract and is utilized as funds are made available for requested projects.

Change Order #3 included four work items as noted below with the account numbers. Funds are available in these accounts:

1. To beautify and protect the surface of the Circle Avenue Bridge by cleaning, removing debris, and then applying a stain and concrete seal coat.
30100-513026-42002 Circle Ave Bridge\$ 15,000.00
2. As part of the South Division Street and Dykes Road Intersection Improvements new ADA ramps, curb, sidewalk and crosswalks will be installed.
30100-577032-45001 Dykes & Division\$ 9,000.00
3. To provide miscellaneous concrete work at the Waste Water Treatment Plant
86083-523600 Skilled Services.....\$ 6,000.00
4. To provide an entrance off of East Main Street to the Park Water Plant
82075-523600 Skilled Services.....\$ 3,000.00

Michael S. Moulds, P.E.
Director of Public Works

City of Salisbury



MARYLAND



125 NORTH DIVISION STREET
SALISBURY, MARYLAND 21801
Tel: 410-548-3190 Procurement
Fax: 410-548-3192 Procurement

KEITH A. CORDREY
DIRECTOR OF INTERNAL SERVICES

JENNIFER MILLER
ASST. DIRECTOR OF INTERNAL
SERVICES

JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

TERENCE ARRINGTON
ASSISTANT CITY ADMINISTRATOR

Council Agenda

October 13, 2014

TO: Mayor and City Council
RE: Declaration of Surplus – Inter-Tel Axxess Basic Phones
City of Salisbury GOB

In June 2014, the City of Salisbury Internal Services Department, Procurement Division, completed procurement of new phones for City employees within the GOB. The former phones, Inter-Tel Axxess Basic Phones (qty 62), are no longer needed, and therefore the Procurement Division would discard the phones by dispersing them to other City of Salisbury locations as needed, then selling the remaining phones through an online auction service or other sales vehicle.

The Procurement Division requests Council's approval to declare the noted items "surplus" and to allow the City of Salisbury Internal Services Department, Procurement Division, to dispose of the phones.

Sincerely,

Jennifer Miller
Asst. Director of Internal Services – Procurement and Parking

City of Salisbury



MARYLAND

JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

TERENCE ARRINGTON
ASSISTANT CITY ADMINISTRATOR

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

MICHAEL S MOULDS, P.E.
DIRECTOR OF PUBLIC WORKS

To: Tom Stevenson
From: Michael Moulds, Director of Public Works
Date: September 23, 2014
Copy:
Re: Poplar Hill Pre-Release Unit, Memorandum of Understanding

Attached for Council consideration is a Resolution authorizing the Mayor to enter into a Memorandum of Understanding (MOU) with the Department of Corrections, Poplar Hill Pre-Release Unit. This is a renewal of an existing program offered by Poplar Hill to utilize inmates for various projects, such as weed removal, debris collection and general maintenance throughout the City.

We have requested modifications to the MOU to be able to use up to 8 inmates with the supervision of a correctional officer to be able to perform larger projects. The Term conditions have also been modified to keep the MOU in force until either party terminates the MOU with 30 days written notice.

Attachment B lists the rates for utilizing this program. The FY 15 budget includes \$20,000 under account number 31150-523615 to cover the expenses for these services.

Unless you or the Mayor have any questions or require any additional information, please forward this Ordinance to the City Council.

A handwritten signature in black ink, appearing to read "Michael S. Moulds", written over a horizontal line.

Michael S. Moulds, P.E.
Director of Public Works

Attachments

ATTACHMENT A

DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES

PUBLIC SAFETY WORKS

STANDARD OPERATING PROCEDURES

1. Inmates will be treated with the same courtesy and respect as any other employee.
2. An inmate labor crew will consist of a minimum of four (4) to a maximum of eight (8) pre-release or minimum security inmates. One Correctional Officer (CO) is required to supervise a minimum security inmate labor crew. A Department of Public Safety and Correctional Services (DPSCS or Department) facility may provide fewer inmates on a regular basis if mutually agreed upon by The City of Salisbury (Requestor) and the DPSCS Administrator.
3. The inmate labor crew will normally work during business hours on week days, excluding State holidays. A cancellation by either the Requestor or DPSCS shall be made at least 24 hours in advance of the normal start time, except in emergency situations, and then notification will be provided as soon as possible.
4. The normal work day for the inmate labor crew is eight (8) hours. This eight (8) hour time period will include a 30-minute break for lunch. A shorter work day may be used by mutual agreement between the Requestor and the DPSCS Administrator. Travel time to and from the DPSCS facility and the designated work site/meeting point will not be included in the work day for the inmate labor crew. The inmate labor crew will be transported to the work site in an appropriate vehicle provided by DPSCS and driven by a CO unless arrangements have been made for the Requestor to provide transportation of pre-release inmates.
5. Hours worked by the inmate labor crew shall be documented on the Work Detail Daily Report by the work detail supervisor. The Work Detail Daily Report identifies the work site, work performed, DPSCS facility which furnished the inmate labor crew, inmates utilized, date worked, time work began, time work stopped and supervising staff. In addition, any/all problems will be included in the comment section.
6. The inmate labor crew will work under the direction of a Requestor's work supervisor. When present, the CO will be responsible for the custodial supervision of the inmates and to ensure inmates are performing their assigned duties.
7. Whenever a DPSCS staff member is present, they will read and sign off on the SOPs and Post Orders. When the pre-release inmate labor crew is only working under a Requestor's supervisor, the Requestor's supervisor will first be oriented by reading and signing a copy of the Inmate Public Works Standard Operating Procedures.
8. When pre-release inmates are being supervised by a Requestor's supervisor, the person transporting the inmates will only deliver the inmates directly to the Requestor's supervisor or administrative staff.
9. The Work Detail Daily Report will be checked for accuracy with the Requestor's supervisor and be completed and returned to the transporting staff member to be given to the Institutional Work Detail Coordinator.

10. The supervisor of the inmate labor crew will be provided a recent photograph or a clear photocopy of the inmate's "E" card, as well as a physical description, (i.e., height, weight, etc.), for each inmate assigned to the crew.
11. The Requestor's employees and those acting in an official capacity for the Requestor are prohibited from engaging in personal relationships with inmates. Such relationships include the offering of gifts of any kind, food, cigarettes, accepting and placing telephone calls involving inmates, and sending or receiving any form of written communication involving an inmate, etc.
12. Under no circumstances will an inmate be transported across State lines.
13. The CO, or when agreed upon by the DPSCS Administrator, a Requestor's supervisor shall ensure all inmates are accounted for and within their sight or hearing at all times. The exceptions to this are for emergencies or extenuating circumstances. Any circumstance which involves an inmate being out of sight or hearing for more than ten minutes must be documented on the Work Detail Daily Report.
14. The Facility Inmate Public Works Coordinator will ensure that the working location of the inmate labor crew is known at all times by the facility. DPSCS will conduct periodic spot checks of inmate labor crews, as well as maintain an adequate form of communication with the crew supervisor while at the designated work site.
15. The Requestor, when utilizing inmate services, will provide each labor crew inmate with the necessary safety supplies, tools and equipment. This includes, but is not limited to, proper eye protection, work gloves, and foul weather clothing for each inmate. When present, the CO will be responsible for returning the inmate labor crews safety equipment and foul weather gear at the end of each work day.
16. The Requestor, when utilizing inmate services, will provide safety training for the staff and inmates prior to performing work detail assignments. DPSCS is responsible to assist in identifying the training needs of each inmate and/or inmate labor crew. Training could include the viewing of safety videotapes and/or material provided through the Requestor at the DPSCS facility prior to arriving at the designated work site. This training will be documented on appropriate DPSCS training records.
17. Inmates are not permitted to operate any type of motor vehicle.
18. Inmates may not enter any residences unless specifically identified as part of the work project.
19. Inmates are not permitted to supervise other inmates.
20. If weather related conditions, (i.e., temperature, storms, etc.) become an issue, the CO or Requestor's supervisor shall contact the appropriate DPSCS facility prior to leaving the work site. If the inmate labor crew is ultimately dismissed for the remainder of the work day, the reason and who initiated the request should be noted on the Work Detail Daily Report.
21. Inmate labor crews are prohibited from making personal stops, (i.e., convenience stores, fast food restaurants, etc.). Inmates will be taken directly to the work site and back. They are not to interact with the public other than in the performance of their duties.

22. Questionable items such as contraband shall be released to the DPSCS for appropriate processing.
23. Inmates are prohibited from using any telephone/cell phone or having possession of a cell phone at any time.
24. Problems concerning the quality and/or quantity of work performed by the inmate labor crew shall be discussed and resolved through the Requestor's on-site supervisor and the on-site DPSCS Correctional Officer. If the problem remains unresolved, the Requestor is to notify the Inmate Work Detail Coordinator, Captain Michelle Jones at: (w) 410-230-1559 or (c) 443-957-0001. All problems will be documented on the Work Detail Daily Report.
25. The DPSCS shall be responsible for the cost of any medical care or treatment required as a result of injury to an inmate labor crew worker. A DPSCS medical contractor shall normally provide such medical care.
26. Staff assigned to Inmate Public Works should possess a cell phone and emergency numbers to facilitate their ability to contact appropriate agencies in the event of an emergency.
27. Injury to an inmate will be addressed in the following manner:

Minor Injury

The CO or Requestor's staff, provided they are First Aid Certified, may treat an inmate on-site. If certified staff is not available, the inmate will be transported to the nearest medical facility or DPSCS facility for treatment. The sending facility, Poplar Hill Pre-Release Unit (PHPRU) will be notified immediately at: 410-845-4580.

Serious Injury

The CO or Requestor's staff, provided they are First Aid Certified, shall render first aid when possible or request 911 assistance be dispatched to the work site. The CO, when present, will secure all remaining inmates into the DPSCS vehicle, notify the appropriate DPSCS facility to dispatch assistance as needed, and request further instruction from the shift supervisor. If a CO is not present, the Requestor's staff will maintain control over the inmate labor crew, notify the appropriate DPSCS facility (PHPRU at 410-845-4580) to dispatch assistance as needed and request further instruction from the shift supervisor. The sending facility for the inmate labor crew and Police (911) will be notified as soon as practical

Following an injury, a written report will be prepared by a CO with copies forwarded to the appropriate DPSCS facility's medical department and the DPSCS Coordinator for inmate labor crews if applicable.

28. It is permissible for an inmate to use restrooms at the work site and project portable toilets. Public restrooms in businesses may not be utilized. Staff may call the DPSCS Public Works Detail Coordinator at: 443-957-0001 for approval to use a restroom at sites not approve above.
29. Bag lunches will be provided by the facility. Bag lunches may be consumed at the work site and/or within the Department's vehicle(s). Special approval may be granted by the DPSCS Public Works Detail Coordinator (443-957-0001) to deviate from this procedure.

30. In the event an inmate escapes/walks away from the work site without authorization or gets in a vehicle and drives or is driven away from the work site, all remaining inmates will be secured in the DPSCS vehicle or secured by the Requestor as agreed upon with the facility administration. The CO or Requestor's staff will immediately contact the sending facility (PHPRU at 410-845-4580) of the inmate labor crew status and the Police (911) to report the incident. The remaining inmate labor crew will be secured until staff arrives and assumes custody. A CO shall write a report on the incident prior to leaving the area.
31. Inmates are not permitted to perform work on private property unless in the performance of a non-profit agency's related work. Inmates will not work on school grounds while students are present.
32. Inmates will be frisk searched when leaving the facility and strip searched upon their return to the facility. Inmates may also be randomly searched while performing their work assignments.
33. Facility Public Works Coordinators will ensure that any serious incident is documented per DPSCS policy and copied to the Inmate Public Works Coordinator and the Inmate Work Detail Coordinators.
34. DPSCS shall compensate the Requestor for any damage caused by the inmate labor crew to the Requestor's property.

Signature Inmate Crew Supervisor

Date

ATTACHMENT B

DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES

PUBLIC SAFETY WORKS

FY 2015

DAILY RATE CALCULATION

Correctional Officer (Wages and Benefits) – 8 Hours	\$230.12
Vehicle Recovery and Operating Costs	\$72.11
Inmate Labor Cost – (4 to 8 man crew)	\$ 15.60
Total Daily Rate	<u>\$317.83</u>
Hourly Rate	<u>\$ 39.73</u>

Based on the services requested and agreed to in the MOU, the above rates apply.

1 RESOLUTION NO. 2453

2
3 A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY MARYLAND
4 AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF
5 UNDERSTANDING WITH THE MARYLAND DEPARTMENT OF CORRECTIONS FOR
6 USE OF INMATE WORK CREWS IN CONJUNCTION WITH CITY FORCES
7

8 WHEREAS, The City of Salisbury desires to enter into an agreement with the Maryland
9 Department of Corrections, Poplar Hill Pre-Release Unit, to allow the City to use inmate work
10 crews throughout the City on various projects; and
11

12 WHEREAS, the terms and conditions of the proposed agreement are set forth in the
13 attached Memorandum of Understanding (MOU); and
14

15 WHEREAS, The City has included \$20,000 in the fiscal year 2015 budget to reimburse
16 the Department of Corrections for the use of the inmate work crews; and
17

18 NOW, THEREFORE BE IT RESOLVED, that the Council of the City of Salisbury
19 authorizes the Mayor to enter into the aforementioned MOU with the Department of Corrections,
20 Poplar Hill Pre-Release Unit.
21

22 THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting
23 of the Council of the City of Salisbury held on this ____ day of _____, 2014 and is to
24 become effective immediately upon adoption.
25

26
27 ATTEST:
28
29

30 _____
31 Kimberly R. Nichols
32 CITY CLERK
33

30 _____
31 Laura Mitchell
32 VICE PRESIDENT, City Council
33

34
35 APPROVED by me this _____ day of _____, 2014
36
37

38 _____
39 James Ireton, Jr.
40 MAYOR, City of Salisbury

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SALISBURY
And
MARYLAND DEPARTMENT OF PUBLIC SAFETY AND
CORRECTIONAL SERVICES**

THIS MEMORANDUM OF UNDERSTANDING (“MOU” or “AGREEMENT”) made this ____day of _____, 2014, by and between the City of Salisbury (hereinafter referred to as “City”) and the State of Maryland Department of Public Safety and Correctional Services (hereinafter referred to as “DPSCS”).

Whereas, the City is in need of unskilled and semi-skilled laborers; and

Whereas, the DPSCS can provide pre-release security inmates to perform the necessary services; and

Whereas, no member of the inmate work crew shall have been, convicted of a violent crime, including but not limited to murder, rape, child molestation; and

Whereas, the parties desire to formalize the terms and conditions under which the DPSCS’s inmate work crews can serve the City,

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. TERM

This MOU is effective upon the day and date last signed and executed by the governing bodies of the parties represented, and shall remain in force and continuing until terminated by either party. This MOU may be terminated, without cause, by either party with 30 days written notice.

II. SCOPE OF SERVICES

The inmate work crews will perform the following specified work under the specified conditions (see attached Standard Operating Procedures): general sanitation, grass cutting, weed trimming, snow removal, and any other duties as agreed upon between agencies.

III. COMPENSATION

Compensation per crew will be paid only for the services performed and will be paid at the daily/hourly rates in Attachment B – Public Safety Works Daily Rate Calculation. The Daily Rate Calculation will be reviewed and adjusted annually as approved by both parties.

Annual maximum of \$24,000.00 unless additional funds are authorized in writing by the City. The authorization must be approved prior to performing any additional work.

IV. INDEMNIFICATION

Subject to any limitations imposed by law, the parties agree that each party shall be responsible for its own actions and omissions, pursuant to the performance of this MOU, and neither party shall try to hold the other liable with respect to any matter not arising from the other party's actions or omissions. Furthermore, the liability of the parties shall be governed by the terms and provisions of the applicable Tort Claims Acts and other Maryland law.

V. TERMINATION

- A. If the City or the DPSCS determines that either party has failed to fulfill in a satisfactory manner its obligations under this MOU, or if either party violates any of the covenants, agreements, or stipulations of this MOU, either may terminate this MOU by giving written notice to the other and specifying the effective date thereof.
- B. If, for any reason, other than reasons covered under section V.A., the City or the DPSCS wishes to terminate this agreement, it may do so by giving written notification thereof, at least fourteen (14) days prior to termination. The DPSCS shall be compensated for all work previously completed prior to termination.

VI. NONDISCRIMINATION

The DPSCS shall not discriminate in connection with the performance of this MOU against any person on the basis of race, creed, color, national origin, religion, sex, age, sexual orientation, marital status, or mental or physical handicap not reasonably related to the performance of this agreement.

VII. AUDITS

At any time during business hours and as often as City may deem necessary, the DOC shall make available to City for inspection, records with respect to the services provided under this Agreement. The DOC shall permit the City to audit, examine, and make copies, excerpts or transcripts from such records, and to make audits of all data relating to matters covered by this Agreement. The DOC shall maintain and retain all records and other documents related to the Agreement for a period of (3) three years from the date of final payment, except in cases where unresolved audit questions require a longer period of time for resolution, as determined by the City.

VIII. NOTICES

Any notice required or permitted under this MOU shall be in writing and hand delivered with receipt obtained therefore or mailed, postage prepaid, to the other party by certified mail, return receipt requested to the parties at the following addresses:

FOR CITY OF SALISBURY

James Ireton
Mayor
125 N. Division St.
Salisbury MD 21801-4940

FOR THE DEPARTMENT

John A. Rowley
Public Safety Works Coordinator
13800 McMullen Highway, SW
Cumberland, MD 21502

IX. COMPLIANCE WITH LAW

The DPSCS shall comply with all federal, state, and local laws, ordinances, rules and regulations applicable to the services to be provided or performed under the terms of this Agreement

X. GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of the State of Maryland.

XI. ENTIRE MOU/MODIFICATION

This MOU and Attachment(s) A and B constitute the entire and full understanding between the parties hereto and neither party shall be bound by any representation, statement, promise, or agreements not expressly set forth herein. Any modification to this MOU shall be by written Amendment, executed and approved by both parties, (i.e., Attachment A – Public Safety Works Standard Operating Procedures).

XII. FURTHER ACTS TO EFFECTUATE AGREEMENT

Each party shall execute such other and further instruments and perform such acts as may be reasonably required to effectuate the purposes of the Agreement.

XIII. SEVERABILITY

Should any provision of the Agreement be found, held, or deemed to be unenforceable, voidable, as contrary to law or public policy under the laws of Maryland, or the federal government, the parties intend that the remaining provisions of the Agreement shall nevertheless continue in full force and be binding upon the parties, its assigns and successors

IN WITNESS WHEREOF, the parties hereby evidence their agreement to the above terms and conditions by having caused this MOU to be executed, sealed and delivered on the day and year first above written.

WITNESS:

CITY OF SALISBURY

By: _____
James Ireton, Jr., Mayor City of Salisbury

ATTEST:

**STATE OF MARYLAND
DEPARTMENT OF PUBLIC SAFETY
AND CORRECTIONAL SERVICES**

By: _____
Gary D. Maynard, Secretary DPSCS

APPROVED FOR FORM AND LEGAL
SUFFICIENCY

By: _____
Assistant Attorney General

ATTACHMENT(S):

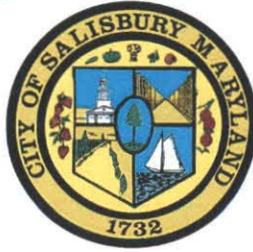
- A – Public Safety Works Standard Operating Procedures.**
- B – Public Safety Works Inmate Daily Rate Calculation**

City of Salisbury



JAMES IRETON JR.
MAYOR

TOM STEVENSON
CITY ADMINISTRATOR



Maryland

699 W. SALISBURY PARKWAY
SALISBURY, MD 21801
TEL: 410-548-3165



BARBARA DUNCAN
CHIEF OF POLICE

September 11, 2014

TO: Tom Stevenson

FROM: Major David Meienschein

SUBJECT: Ordinance – Budget Amendment

The Salisbury Police Department has been advised by the city IT Director that the Police Department's interior and exterior video camera Network Server has failed on at least two occasions during July-August 2014. The system was initially installed in 1996 and has reached its end of operational life.

City IT has advised that the system is on the brink of catastrophic failure and needs to be replaced as soon as possible. The cost of replaced to our Network Video Server, Software Package, and Camera License's is \$22,000.00.

Unless you or the Mayor has further questions, please forward this Ordinance to the City Council.

A handwritten signature in black ink, appearing to read "David Meienschein".

David Meienschein
Administrative Commander

ORDINANCE No. 2302

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE FY15 GENERAL FUND BUDGET TO ALLOCATE FUNDS FROM THE GENERAL FUND CURRENT YEAR SURPLUS TO PURCHASE A NEW VIDEO NETWORK SERVER, CURRENT SOFTWARE PACKAGE, AND INDIVIDUAL CAMERA LICENSES.

WHEREAS, the current video server, associated software, and camera licenses installed in 1996 are antiquated and on the brink of a complete and catastrophic failure; and

WHEREAS, the absence of a properly operating video system creates an unacceptable environment for the security of both SPD employees and both juvenile and adult arrestees; and

WHEREAS, the Police Department relies on video surveillance to help secure arrestee holding cells, vehicle sally-port, the interior & exterior of SPD and associated parking lots; and

WHEREAS, the replacement of the video server, associated software, and camera licenses will cost \$22,000.00 to replace; and

WHEREAS, SPD did not anticipate this expense and does not have funds budgeted for the necessary purchase.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND that the City’s Fiscal Year 2015 General Fund Budget and is hereby amended as follows:

- 1) Increase General Fund Current Surplus Revenue by \$22,000.00
- 2) Increase the Police Department budget by \$22,000.00

BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after the date of its final passage.

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this _____ day of _____, 2014, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the _____ day of _____, 2014.

ATTEST:

Kimberly R. Nichols, City Clerk

Laura Mitchell, Vice President
Salisbury City Council

Approved by me this _____ day of _____, 2014

James Ireton, Jr., Mayor

City of Salisbury



MARYLAND



JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

TERENCE ARRINGTON
ASSISTANT CITY ADMINISTRATOR

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

MICHAEL S MOULDS, P.E.
DIRECTOR OF PUBLIC WORKS

To: Thomas Stevenson, Jr., City Administrator
From: Michael Moulds, Director of Public Works
Date: October 3, 2014
Re: Budget Amendment – Parkside Lift Station construction

Salisbury Public Works recently advertised the contract for Construction of the Parkside High School Regional Lift Station. The contract is to construct a new lift station at Parkside High School lift station site. Five bids were received on Friday, September 5, 2014. All five construction bids came in over the total project budget of \$1,350,000. Public Works has reviewed all bid packages and is prepared to recommend award to the low bidder.

The recommended contract amount for the construction of the Parkside Lift Station is \$1,497,442.00. This is \$147,442 over the budget amount for construction. The project was funded in FY15 per Ordinance No. 2287 Schedule B – Capital Project Appropriations as a Water Sewer Capital Project. The project was funded using litigation proceeds. The FY15 budget ordinance did not allocate all of the available litigation proceeds. There is \$1.1M of unappropriated litigation proceeds available for contingency related to the four projects that are budgeted to be funded with litigation proceeds. Public Works requests consideration to move \$147,442 from the litigation proceeds account to the Parkside Lift Station construction account.

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

47

48 _____
Kimberly R. Nichols, City Clerk

49

50

51

52

53 Approved by me this ____ day of _____, 2014

54

55

56 _____
James Ireton, Jr. Mayor

57

City of Salisbury

Laura Mitchell,
Vice President, Salisbury
City Council

City of Salisbury



JAMES IRETON JR.
MAYOR

TOM STEVENSON
CITY ADMINISTRATOR



Maryland
699 W. SALISBURY PARKWAY
SALISBURY, MD 21801
TEL: 410-548-3165



BARBARA DUNCAN
CHIEF OF POLICE

September 4, 2014

TO: Mr. Tom Stevenson
City Administrator

FROM: Major David Meienschein

SUBJECT: Ordinance – Requesting Current Year Surplus Funds for Ron Smith & Associates travel expenses.

The Salisbury Police Department respectfully requests the approval of a budget amendment using current year surplus to fund travel expenses in the amount of \$8,000. The travel expenses required are to be incurred by Ron Smith & Associates located in Collinsville, MS in conjunction with delivery of latent fingerprint evidence and entering data into the Automated Fingerprint Identification System, AFIS located at the Maryland State Police Lab in Pikesville, Md.

These funds are in direct support of Grant BJAG-2011-0032 awarded by the Governor's Office of Crime Control & Prevention, GOCCP in the amount of \$33,000.00 for the purpose of latent fingerprint analysis submitted as part of criminal investigations.

Unless you or the Mayor has further questions, please forward this Ordinance to the Salisbury City Council.

A handwritten signature in blue ink, appearing to read "David Meienschein".

Major David Meienschein
Administrative Commander

ORDINANCE No. 2304

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE FY15 GENERAL FUND BUDGET TO APPROPRIATE FUNDS FOR TRAVEL EXPENSES FOR RON SMITH & ASSOCIATES IN SUPPORT OF THE SALISBURY LATENT FINGERPRINT EXAM GRANT AWARD BJAG-2011-0032.

WHEREAS, GRANT BJAG-2011-0032 awards the Salisbury Police Department \$33,000.00 (thirty three thousand) for the purpose of Latent Fingerprint Analysis of backlogged fingerprint evidence sent to the Maryland State Police Lab; and

WHEREAS, the Grant Award BJAG-2011-0032 does not cover travel expenses for Ron Smith & Associates from their business located in Collinsville, MS to the Maryland State Police Lab where the analyzed fingerprints must be entered into the Automated Fingerprint Identification System, AFIS; and

WHEREAS, Ron Smith & Associates has the State of Maryland contract to conduct fingerprint analysis for the Maryland State Police; and

WHEREAS, the Salisbury Police Department has no funds currently allotted for this expense.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that the City's Fiscal Year 2015 General Fund Budget, be amended as follows:

- 1) Increase the Police Department Budget by \$8,000.00
- 2) Increase Surplus Available (10100-469810) by \$8,000.00

BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after the date of its final passage.

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this _____ day of _____, 2014, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the _____ day of _____, 2014.

ATTEST:

Kimberly R. Nichols, City Clerk

Laura Mitchell, City Council Vice President

APPROVED BY ME THIS: _____ day of _____, 2014

James Ireton Jr., Mayor