

AGENDA

POCOMOKE CITY MAYOR AND COUNCIL MEETING 7:30 P.M., MONDAY, NOVEMBER 2, 2015 CITY HALL

1. Call to Order, Pledge of Allegiance.
2. Review and approval of minutes from meetings of October 5, 2015 and October 13, 2015.
3. Review and approval of bills to be paid.
4. Mayor Morrison to read the findings of Open Meeting Compliance Board.
5. Present a "Certificate of Appreciation" to Ms. Kelly Richardson and Worcester County 4-H for participating in "Make a Difference Day" by decorating outside of Pocomoke City's Police Department, on Saturday, October 24.
6. City Manager - Request funds to be transferred to replace seven (7) windows on second floor at City Hall.
7. Mr. Doug Guns, Director of Golf Operations, to present funds raised by golf tournaments to MarVa Theater and Delmarva Discovery Center.
8. City Manager - Request to sign new lease agreement with Xerox Corporation.
9. Chief Harden to request approval of non-competitive purchase-Pocomoke City Police Department security cameras.
10. Discussion- twice monthly meetings.

Comments from the Audience

Mayor and Council items.

Adjourn to for closed session under the provisions of Section 3-305 (b), (4) of the General Provisions Annotated Code of Maryland to discuss the proposal for a business or industrial organization to locate, expand, or remain in the State.

**AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF
CONVENING.**

The regular meeting of the Pocomoke City Mayor and Council was held in the Council Chambers at City Hall on Monday, October 5, 2015. The meeting was called to order at 7:30 P.M.

Present: Mayor Bruce Morrison
Council Members: Diane Downing, Brian Hirshman,
Esther Troast, Dale Trotter
City Manager/City Attorney: Ernie Crofoot
City Clerk: Carol L. Sullivan

Councilman Tasker was not in attendance as he had surgery today.

Review Minutes:

In a motion (Trotter, Troast passed) to approve the minutes of the September 8, 2015 meeting as presented.

Review Bills:

In a motion (Downing, Trotter passed) the bills presented to be paid. (Copy of bill list attached to original minutes).

Laurie Becker to discuss activities for youth in Pocomoke City:

This item was taken off the agenda.

Review recommendation from Planning and Zoning Commission for approval of site plans for Auto Zone building on 2112 Old Snow Hill Road:

Mayor Morrison read a letter from acting Chairman Alex Kagan recommending the approval of site plans for 2112 Old Snow Hill Road.

In a motion (Hirshman, Troast passed) to approve site plans for 2112 Old Snow Hill Road for a new Auto Zone building.

Discuss letter from Tri-County Council concerning appointment of municipal representative from Worcester County to that board:

In a motion (Downing, Hirshman passed) to appoint R. Dale Trotter to be considered to represent Worcester County to the Tri-County Council.

Mr. Mike Thornton, EMS Director, to discuss replacing personal protective equipment from money saved on purchase of ambulance:

Mr. Thornton explained why he needed to purchase the personal protective equipment and that he had originally requested 14 for the budget year 2015/2016 but because of funding it was cut to 6 units for the full-time employees. The funds would be reallocated from the purchase of an ambulance.

After discussion (Trotter, Hirshman passed) to reallocate the funds to purchase 8 additional protective equipment.

Mr. Mike Phillips, Water/Wastewater Superintendent to discuss reallocation of funds from Radio Read Meters:

City Manager Crofoot stated that funds need to be moved from capital outlay for Radio Read Meters in the amount of \$1,800 for sand blasting and applying epoxy coating to all piping structures ladders, and walls at the Main Pump Station. We are not meeting the standards on operating the plant legally. We hope to have a response to MDE by November 2 on our progress with the violation notice. We have already incurred the cost of \$41,800 to complete some of the work that needs to be done.

In a motion (Troast, Trotter passed) to transfer the funds to pay for the invoice in the amount of \$41,800 to Pro Coat for work that has been completed at the Main Pump Station.

Mr. Mike Phillips, Water/Wastewater Superintendent to give update on Wastewater Treatment Plant:

This item was discussed above with reallocating funds for necessary maintenance at the Wastewater Treatment Plant. As Mr. Crofoot stated that the Wastewater Treatment Plant needs to be given a priority to get the plant back in compliance and operating efficiently. There will be a meeting next Tuesday to discuss further improvements for the plant.

Mr. Mike Phillips, Water/Wastewater Superintendent to discuss repairs on 8th Street lift station and uniforms for employees:

Mr. Phillips stated that the 8th Street lift station has two pumps. One has two large holes in it and it is not functioning correctly. It would cost \$14,326.67 to replace the pump. This needs to be replaced as it could cause overflows. The water treatment plant, wells, and water tower are not communicating with each other. He stated that he had obtained quotes from John Funk, Jr in the amount of \$5,995.88 to upgrade the Well SCADA RTUs to avoid potential problems. Mr. Phillips also stated that his employees needed new department uniforms and he would like to request money to be reallocated from capital outlay in the amount of \$1,000. The money would be reallocated from capital outlay for alarm lights and hour meters for lift stations.

In a motion (Troast, Trotter passed) to approve the request to reallocate funds from capital outlay in the amount of \$21,322.55 for a new 8th Street lift station motor, Water Treatment Plant well upgrades and uniforms for his department.

Mr. Bill East, Director of Public Works to discuss reallocation of funds from unfilled position to capital outlay for storms and building repairs/renovations:

Mr. East stated that at this time he could operate his department without the two new employees that was in his budget. He would like to reallocate the funds for the two new positions. At this time he needs to have funds for “Storms”, and the two new trucks need linex and tool boxes. He will also need a mini excavator.

Mr. Crofoot stated that Public Works Department is involved with the Wastewater Treatment Plant issues and will need \$46,973 moved from other accounts and is asking for approval.

In a motion (Troast, Hirshman passed) to allow the re-allotment of funds for two new employees to building maintenance, storms, and uniforms for employees.

City Manager to announce a grant from Department of Natural Resources in the amount of \$15,000 to repaint and restripe the tennis courts at Cypress Park:

City Manager Crofoot announced that we had received a letter from Maryland Department of Natural Resources informing us that a request from Community Parks and Playgrounds was granted in the amount of \$15,000 to restripe and repaint the tennis courts at Cypress Park. The total cost of the project would be \$18,000.

City Manager to present list of proposed items to be declared surplus:

City Manager Crofoot stated that the City has several vehicles, miscellaneous computer items, office desk and file cabinets that need to be declared surplus. He thanked Carol Sullivan and Bill East for getting the upstairs storage room cleaned out. He stated that we now have offsite storage for our documents and now we have a conference room upstairs. He would like to donate the cars to a non-profit group that could use them to get folks to their jobs.

City Manager to discuss consideration of parking restrictions on Linden Ave:

City Manager stated that he would like to recommend a “No Parking” on west side of Linden Avenue, from Front Street to Fourth Street south right side.

In a motion (Trotter, Troast passed) to allow “No Parking” on west side of Linden Avenue, from Front Street to Fourth Street south right side.

Approve to advertise for sealed bids for 401 Fifth Street:

This item was taken off agenda.

Council Items:

Councilwoman Troast stated that St. James United Methodist Church would be having their 150th Anniversary on October 25 and she would like for the City to do a Proclamation for the event. She also stated that White Oaks and Homewood Drive were in need of street

sweeping. Also she would like to see the Water Department do regularly flushing around 14th and Cedar Street and 10th and Cedar Street.

Councilman Trotter stated that he would like to thank the City Manager Crofoot and Bill East for the work completed on Linden Ave.

Councilman Hirshman stated a street sign was missing at 5th Street and Market.

Special Correspondence:

Mayor Morrison read a letter from Save the Youth thanking the City for the financial assistance that they receive each year.

Comments from the Audience:

A residence was complaining about the pot holes throughout town. He wanted to know why it takes so long to have them repaired.

Someone else stated that while they were out flushing the water could they also flush in the area of 10th & 14th Street and 8th Street.

Mr. Ronnie White stated that there is a tree on the corner of Walnut and 10th Street that needed to be trimmed back as it was blocking the view.

Ms. Monna VanEss thanked the Council for updating the website. She also asked them to consider adding District 4 to the election this year for a two year term.

With no further business a motion was made by (Trotter, Troast passed) the meeting was adjourned at 8:36 P.M.

Approved: _____

Carol L. Sullivan
City Clerk

October 13, 2015

The work session of the Pocomoke City Mayor and Council was held in the Council Chambers at City Hall on Tuesday, October 13, 2015. The meeting was called to order at 7:30 P.M.

Present: Mayor Bruce Morrison
Council Members: Diane Downing, Brian Hirshman,
Esther Troast, Dale Trotter, George Tasker
City Manager/City Attorney: Ernie Crofoot
City Clerk: Carol L. Sullivan

A work session was held to discuss issues at the Wastewater Treatment Plant.

City Manager Crofoot review a letter from The Attorney General's office outlining violations within the Wastewater Treatment Plant. He stated that these were caused by a large degree of deferred maintenance. He also stated that he would have some of the items completed by the end of October. Mr. Crofoot stated that at the mini dump the City rented a sifter to sift the dirt and has rented a couple of trucks to dispose the dirt. He stated that when actuators fail it could take anywhere from six weeks to three months to get replacements. He has asked Mr. Phillips (Superintendent of Wastewater Treatment) to order extra ones to have on the shelf so when they fail it can be replaced immediately. The City is working with GMB to resolve the violations. GMB will give the City a list of priorities, once we receive that we will begin working on the list.

Mr. Crofoot stated that the automate flushers on Greenway and Winter Quarters Drive were flowing into the river. MDE does not allow this. They have found a solution to correct that problem by tying lines back to the wastewater system.

Mr. Crofoot suggested getting s septic hauler receiving station at the plant. That way septic haulers are held accountable for their loads. That area needs to be monitored more.

Mr. Crofoot suggested borrowing money up to \$35,000 additional expenditures up to that amount were approved to complete all items on the list. The City does have two loans that will be paid off this year, so the debt service will not go up.

Mr. Crofoot stated that he would have a "Plan" ready to present MDE by November 2, 2015. Mr. Crofoot stated that he needs the Council's commitment to spend the money now and to the future to repair and replace items on the list.

With no further business (Downing, Troast passed) to adjourn the meeting at 8:19 P.M.

Approved: _____

Carol L. Sullivan
City Clerk

Batch 00001666 Check Account No 110190301 Peninsula Bank

Post Description	GL Account	GL Account Description	Gross Amount	Deductions	Net
AC9866 ACTIVE DOGS. COM			43.29	.00	43.29
SUPPLIES FOR JET/K9	01.285.52057	OPERATING EXPENSES-K-9	43.29		
Total Inv# 104908	Due 10/07/2015 >>		43.29	.00	43.29
AE0650 A. E. MOORE JANITORIAL			296.06	.00	296.06
CITY HALL PAPER SUPPLIES	01.170.51049	SUPPLIES-Gen Serv	241.22		
Total Inv# 283768	Due 10/07/2015 >>		241.22	.00	241.22
POLICE DEPT PAPER SUPPLIES	01.220.52049	SUPPLIES-Police Pat	54.84		
Total Inv# 284923	Due 10/28/2015 >>		54.84	.00	54.84
BA9899 BAYSIDE FIRE PROTECTION CO.			1195.00	.00	1195.00
FAIRGROUNDS/SPRINKLER SYSTEM I	01.440.54070	FAIR EXPENDITURES-Parks	235.00		
Total Inv# 35639	Due 10/15/2015 >>		235.00	.00	235.00
SPRINKLER SYSTEM INSPECTION	01.310.53040	BLDG REPAIRS/RENOVATIONS-PubW	100.00		
Total Inv# 35640	Due 10/15/2015 >>		100.00	.00	100.00
SPRINKLER SYSTEM INSPECTION/PO	01.220.52043	BUILDING REP./PEST CONTROL-Po	200.00		
Total Inv# 35694	Due 10/20/2015 >>		200.00	.00	200.00
EMS/QRTRLY INSPECT/SPRINKLER S	22.222.52040	BUILDING REPAIRS/RENOVATIONS-	200.00		
Total Inv# 35695	Due 10/20/2015 >>		200.00	.00	200.00
QUARTERLY SPRINKLER SYSTEM INS	01.850.58075	DISCOVERY CENTER-Other	230.00		
Total Inv# 35696	Due 10/20/2015 >>		230.00	.00	230.00
QUARTERLY SPRINKLER SYSTEM INS	01.850.58073	RESTAURANT-Other	230.00		
Total Inv# 35697	Due 10/20/2015 >>		230.00	.00	230.00
CO2136 DELMARVA POWER			476.49	.00	476.49
GOLF ELECTRIC USAGE	01.410.54030	HEAT AND ELECTRIC-Golf Cours	472.23		
Total Inv# 0000033195	Due 09/29/2015 >>		472.23	.00	472.23
ELECTRIC USAGE	01.440.54070	FAIR EXPENDITURES-Parks	4.26		
Total Inv# 0000033196	Due 09/24/2015 >>		4.26	.00	4.26
DA2300 HIRERIGHT SOLUTIONS INC.			30.40	.00	30.40
BACKGROUND CHECK/J JONES	61.355.53022	OFFICE EXPENSE	30.40		
Total Inv# 500683	Due 09/30/2015 >>		30.40	.00	30.40
DE2560 DELMARVA WATER TRANSPORT			600.00	.00	600.00
ANNUAL DUES	01.180.51024	DUES AND SUBSCRIPTIONS-Other	600.00		
Total Inv# 2859	Due 10/01/2015 >>		600.00	.00	600.00
FA3300 FASTENAL SUPPLIES			2.82	.00	2.82
MISC. TOOLS & EQUIPMENT	61.355.53047	TOOLS AND EQUIPMENT	2.82		
Total Inv# 32951	Due 10/08/2015 >>		2.82	.00	2.82
FA6588 FAIRDALE FARM TRACTOR & EQUIPM			132.25	.00	132.25
LAB'S MOWERS PARTS/SUPPLIES	61.355.53049	SUPPLIES	132.25		
Total Inv# 6552	Due 10/20/2015 >>		132.25	.00	132.25
FI3312 FIRE PROTECTIVE SERVICES, INC.			194.00	.00	194.00
SEMI ANNUAL FIRE ALARM INSPECT	01.440.54070	FAIR EXPENDITURES-Parks	125.00		
Total Inv# 72793	Due 09/18/2015 >>		125.00	.00	125.00
FIRE EXTINGUISHER INSPECTION	01.310.53042	EQUIPMENT REPAIRS-PubWks Adm	69.00		
Total Inv# 72848	Due 10/06/2015 >>		69.00	.00	69.00

Batch 00001666 Check Account No 110190301 Peninsula Bank

Post Description	GL Account	GL Account Description	Gross Amount	Deductions	Net
FI3350 FINCH SERVICES, INC.			90.36	.00	90.36
BLADES	01.410.54042	EQUIPMENT REPAIRS-Golf Cours	90.36		
Total Inv# B69900	Due 10/12/2015 >>		90.36	.00	90.36
FU6599 FUNK & BOLTON			2183.00	.00	2183.00
PROF SERVICES/SEPT 2015	01.150.51026	LEGAL-Law	2183.00		
Total Inv# 61045	Due 10/05/2015 >>		2183.00	.00	2183.00
GA4000 GALLS LLC			198.15	.00	198.15
BRASS NAME PLATE/CHIEF HARDEN	01.220.52050	UNIFORMS-Police Pat	20.84		
Total Inv# 4142570	Due 09/29/2015 >>		20.84	.00	20.84
POLICE UNIFORMS/HORSEMAN	01.220.52050	UNIFORMS-Police Pat	49.46		
Total Inv# 4187736	Due 10/07/2015 >>		49.46	.00	49.46
POLICE UNIFORMS	01.220.52050	UNIFORMS-Police Pat	51.23		
Total Inv# 4235965	Due 10/16/2015 >>		51.23	.00	51.23
MACE HOLDER	01.220.52050	UNIFORMS-Police Pat	16.10		
Total Inv# 4239205	Due 10/16/2015 >>		16.10	.00	16.10
POLICE UNIFORMS	01.220.52050	UNIFORMS-Police Pat	60.52		
Total Inv# 4262496	Due 10/21/2015 >>		60.52	.00	60.52
GE4040 GEORGE, MILES & BUHR, LLC			7041.30	.00	7041.30
GENERAL ENGINEERING FOR ENR	61.355.53083	ENGINEERING CONSULTING FIRM	6886.30		
Total Inv# 57561	Due 10/15/2015 >>		6886.30	.00	6886.30
EROS/SEDIMNT PLAN FOR STOCKPLE	61.355.53064	CONTRACT LABOR	155.00		
Total Inv# 57634	Due 10/21/2015 >>		155.00	.00	155.00
GE9760 GEORGE E YOUNG AUTO PARTS INC.			13.62	.00	13.62
MISC. TOOLS & EQUIPMENT	01.340.53047	TOOLS AND EQUIPMENT-Strt&Hwy	13.62		
Total Inv# 0000033197	Due 10/25/2015 >>		13.62	.00	13.62
GI4050 GIBBONS AUTO PARTS			68.00	.00	68.00
HYDRAULIC HOSES FOR BACKHOE	01.340.53041	VEHICLE REPAIRS-Strt&Hwy	68.00		
Total Inv# 36681	Due 10/23/2015 >>		68.00	.00	68.00
HE4600 BRUCE ROGERS T/A			75.00	.00	75.00
6168/TOWED FROM SALISBURY	01.220.52041	VEHICLE REPAIRS-Police Pat	75.00		
Total Inv# 28592	Due 10/21/2015 >>		75.00	.00	75.00
IN5030 CHESAPEAKE EMPLOYERS			16084.00	.00	16084.00
INJURED WORKERS INS. FUND	01.820.58013	WORKER'S COMPENSATION-Work Co	10776.28		
Total Inv# 0000033192	Due 10/30/2015 >>		10776.28	.00	10776.28
INJURED WORKERS INS. FUND	22.222.52013	WORKERS COMPENSATION-Ambulanc	2090.92		
Total Inv# 0000033193	Due 10/30/2015 >>		2090.92	.00	2090.92
INJURED WORKERS INS. FUND	61.360.53013	WORKER'S COMPENSATION-Other	3216.80		
Total Inv# 0000033194	Due 10/30/2015 >>		3216.80	.00	3216.80
IN5032 INTEGRA ADMINISTRATIVE GROUP			700.00	.00	700.00
HEALTH INS BOOKLETS/COPIES/DIG	01.180.51024	DUES AND SUBSCRIPTIONS-Other	469.00		
Total Inv# 0000033198	Due 10/13/2015 >>		469.00	.00	469.00
HEALTH INS BOOKLETS/COPIES/DIG	61.350.53024	DUES & SUBSCRIPTION-Water	70.00		
HEALTH INS BOOKLETS/COPIES/DIG	61.355.53024	DUES AND SUBSCRIPTIONS	70.00		
Total Inv# 0000033199	Due 10/13/2015 >>		140.00	.00	140.00
HEALTH INS BOOKLETS/COPIES/DIG	22.222.52024	DUES AND SUBSCRIPTIONS-Ambula	91.00		

Batch 00001666 Check Account No 110190301 Peninsula Bank

Post Description	GL Account	GL Account Description	Gross Amount	Deductions	Net

Total Inv# 0000033200 Due 10/13/2015 >>			91.00	.00	91.00
IN7711 INTERCOASTAL TRADING, INC.					
CHLORINE	61.350.53062	CHEMICALS-Water	1276.20	.00	1276.20
Total Inv# 153742 Due 09/18/2015 >>			1276.20	.00	1276.20
JI5135 JAMES LANDON					
PUMP OUT SERVICE	61.355.53064	CONTRACT LABOR	300.00	.00	300.00
Total Inv# 3811 Due 10/23/2015 >>			300.00	.00	300.00
JM6599 J & M GENERATOR SERVICE					
GENERATOR CONTRACT ON 8 GENERA	61.350.53064	CONTRACT LABOR-Water	3167.50	.00	3167.50
Total Inv# 426 Due 10/26/2015 >>			3167.50	.00	3167.50
JO3339 JOHN FUNK JR., INC.					
EXHAUST FAN/WTP	61.350.53047	TOOLS AND EQUIPMENT-Water	2656.50	.00	2656.50
INSTALL FAN/WTP	61.350.53064	CONTRACT LABOR-Water	1836.00		
Total Inv# 26614 Due 10/07/2015 >>			595.00		
FLOW CHARTS	61.350.53049	SUPPLIES-Water	2431.00	.00	2431.00
FLOW CHARTS	61.355.53049	SUPPLIES	112.75		
Total Inv# 26651 Due 10/14/2015 >>			112.75		
			225.50	.00	225.50
LO5780 LOCAL GOVERNMENT INSURANCE TRU					
COVERAGE RENTAL EQUIPMENT	61.360.53067	GENERAL INSURANCE-Other	85.00	.00	85.00
Total Inv# 113306 Due 10/14/2015 >>			85.00	.00	85.00
MA5488 MARGIE WILKERSON					
ALTERATIONS/HANCOCK/CHIEF/CONN	01.220.52050	UNIFORMS-Police Pat	64.00	.00	64.00
Total Inv# 811026 Due 10/29/2015 >>			64.00	.00	64.00
MA5921 MARVA THEATER OF PERFORMING AR					
DONATION APPROVED BY M&C	01.850.58074	MARVA DONATION-Other	5000.00	.00	5000.00
Total Inv# 0000033202 Due 10/29/2015 >>			5000.00	.00	5000.00
MA5926 MCPA, INC.					
DUES	01.210.52024	DUES AND SUBSCRIPTIONS-Pol Ad	110.00	.00	110.00
Total Inv# 0000033203 Due 10/30/2015 >>			110.00	.00	110.00
MA5936 MARYLAND ENVIRONMENTAL SERVICE					
WTP/LAB TESTING	61.350.53044	LAB EXPENSE-Water	3801.73	.00	3801.73
WWTP/LAB TESTING	61.355.53044	LAB EXPENSE	574.00		
Total Inv# 226672 Due 10/14/2015 >>			2090.00		
MD ENVIROMENTAL CONTRACT	61.350.53064	CONTRACT LABOR-Water	2664.00	.00	2664.00
MD ENVIROMENTAL CONTRACT SERVI	61.355.53064	CONTRACT LABOR	341.32		
Total Inv# 226759 Due 10/14/2015 >>			796.41		
			1137.73	.00	1137.73
MA6640 MARYLAND UNEMPLOYMENT INS. FUN					
UNEMPLOYMENT INS./KELVIN SEWEL	01.840.58014	UNEMPLOYMENT INSURANCE-Insura	4730.00	.00	4730.00
Total Inv# 153814 Due 09/30/2015 >>			4730.00	.00	4730.00
ME7500 MES-MARYLAND					
EMS UNIFORMS	22.222.52050	UNIFORMS-Ambulance	54.31	.00	54.31
Total Inv# 679298 Due 10/19/2015 >>			54.31	.00	54.31

Batch 00001666 Check Account No 110190301 Peninsula Bank

Post Description	GL Account	GL Account Description	Gross Amount	Deductions	Net
MI6450 MILITARY EXCHANGE			11.00	.00	11.00
LT BARS	01.220.52050	UNIFORMS-Police Pat	11.00		
Total Inv# 0000033204 Due 10/26/2015 >>			11.00	.00	11.00
NA2154 NATIONAL PEN COMPANY			219.90	.00	219.90
200 LED FLASHLIGHT KEY CHAINS	01.180.51029	COMMUNITY PROMOTIONS-Other	219.90		
Total Inv# 108221505 Due 10/17/2015 >>			219.90	.00	219.90
NO6860 NOCK'S TIRE SERVICE, INC.			422.11	.00	422.11
TR 13/1 TIRE	61.355.53041	VEHICLE REPAIRS	98.79		
Total Inv# 0000033205 Due 10/25/2015 >>			98.79	.00	98.79
6152 /1 NEW TIRE	01.220.52041	VEHICLE REPAIRS-Police Pat	183.67		
6163 1 TIRE	01.220.52041	VEHICLE REPAIRS-Police Pat	139.65		
Total Inv# 0000033206 Due 10/25/2015 >>			323.32	.00	323.32
OL6920 OLD DOMINION BRUSH CO			66.94	.00	66.94
SWEEPER SUPPLIES	01.320.53049	SUPPLIES-Strt Sanit	66.94		
Total Inv# 80168 Due 10/08/2015 >>			66.94	.00	66.94
PE7133 BREKFORD CORP			4428.00	.00	4428.00
INTERIOR CONSOLE POLICE 3 TAHO	01.220.52080	CAPITAL OUTLAY-Police Pat	4428.00		
Total Inv# 150666 Due 08/28/2015 >>			4428.00	.00	4428.00
PR4215 PRO COAT LLC			41800.00	.00	41800.00
COAT WALLS/PIPES AT MAIN PUMP	61.355.53080	CAPITAL OUTLAY	41800.00		
Total Inv# 242-1 Due 10/29/2015 >>			41800.00	.00	41800.00
SP8340 PIERSON COMFORT GROUP, LLC			190.70	.00	190.70
PORT-O-LET SERVICES/GOLF COURS	01.410.54049	SUPPLIES-Golf Cours	128.30		
PORT-O-LET SERVICES/CYPRESS PA	01.440.54049	SUPPLIES-Parks	62.40		
Total Inv# 0000033207 Due 10/21/2015 >>			190.70	.00	190.70
WA9307 WASTE MANAGEMENT OF DELMARVA			617.31	.00	617.31
ROLL OFF FEE'S/RECYCLING	01.326.53045	TIPPING FEE-Waste Disp	617.31		
Total Inv# 0000033209 Due 10/16/2015 >>			617.31	.00	617.31
WC9899 WCTG RADIO			200.00	.00	200.00
RADIO AD'S FOR FALL FESTIVAL	01.850.58069	MAIN STREET-Other	200.00		
Total Inv# 0000033208 Due 10/12/2015 >>			200.00	.00	200.00
XE9700 XEROX CORPORATION			1387.45	.00	1387.45
AMBULANCE MONTHLY COPIER SERVI	22.222.52052	LEASED-Ambulance	102.28		
Total Inv# 0000033210 Due 09/30/2015 >>			102.28	.00	102.28
CITY HALL MONTHLY COPIER SERVI	01.170.51052	LEASED-Gen Serv	707.21		
3 POLICE DEPT COPIERS/MONTHLY	01.210.52052	LEASED-Pol Admin	577.96		
Total Inv# 0000033211 Due 09/30/2015 >>			1285.17	.00	1285.17
Grand Total >>>>			100012.39	.00	100012.39

Selection Options:
Year 2016
Period 04

AP-RAUTH1
10/30/15

City of Pocomoke
Check Authorization Report

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03:49 PM

Batch 00001666 Check Account No 110190301 Peninsula Bank

Post Description	GL Account	GL Account Description	Gross Amount	Deductions	Net
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Batch 00001666

End of Report

Lawrence J. Hogan, Jr.

Governor

Boyd K. Rutherford

Lt. Governor



Jonathan A. Hodgson, Esq.

Chair

April C. Ishak, Esq.

Rachel A. Shapiro Grasmick, Esq.

**STATE OF MARYLAND
OPEN MEETINGS COMPLIANCE BOARD**

October 19, 2015

The Honorable Bruce Morrison
City Hall
101 Clarke Avenue/P.O. Box 29
Pocomoke City, Maryland 21851

Re: Pocomoke City Mayor and Council - Open Meetings Act Complaint
Deborah A. Jeon, American Civil Liberties Union of Maryland, Stephen Janis, and
The Real News network) (consolidated) *Complainants*

Dear Mayor Morrison:

Enclosed please find the final opinion in this matter

Very truly yours,

A handwritten signature in black ink, appearing to read "Ann MacNeille".

Ann MacNeille

Assistant Attorney General

Counsel, Open Meetings Compliance Board

cc: Deborah A. Jeon
William C. Hudson, Esquire
Open Meetings Compliance Board

LAWRENCE J. HOGAN, SR.
Governor

BOYD K. RUTHERFORD
Lt. Governor



JONATHAN A. HODGSON, ESQ
Chai

APRIL C. ISHAK, ESQ
RACHEL A. SHAPIRO GRASMICK, ESQ

STATE OF MARYLAND
OPEN MEETINGS COMPLIANCE BOARD

9 Official Opinions of the Compliance Board 290 (2015)

Re: Mayor and Council of Pocomoke City
Deborah A. Jeon, Complainant, on behalf of the American Civil Liberties Union of Maryland, Stephen Janis, and The Real News network, (consolidated), *Complainants*

October 19, 2015

Deborah A. Jeon, Complainant, on behalf of the American Civil Liberties Union of Maryland, reporter Stephen Janis, and The Real News Network, has submitted two complaints in which she alleges that the Mayor and Council of Pocomoke City ("Council") violated the Open Meetings Act. We have consolidated the complaints.

In the first complaint, Complainant alleges that the Council violated the Act by excluding members of the media from the Council's meeting on July 13, 2015. In the second, she alleges that the Council violated the Act on June 26, 2015, and again on June 29, by meeting in a closed session, without notice to the public, to discuss terminating the town's police chief. The city attorney responded on the Council's behalf. Additionally, a Council member has written us to express support of the second complaint, as have officers and a member of the Legislative Black Caucus of Maryland, Inc.

To varying degrees, the submissions express opinions on whether the Council should have terminated the police chief's employment. We have no authority to address the merits of personnel actions taken by public bodies. Our only authority in this matter is to give an advisory opinion on the allegations that the Council violated provisions of the Act. *See* §§ 3-207 (issuance of opinions on complaints of violations), 3-209 (advisory nature of opinions).¹ We turn to that task now.

The July 13, 2015, meeting

Although the submissions show that there are some disagreements about the circumstances that gave rise to the complaint, the basic facts are undisputed. The Council met in its chambers on July 13, 2015, and a discussion about the termination of the police

¹ Statutory references are to the 2014 volume of the General Provisions Article of the Maryland Annotated Code.

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chief's employment was expected. The Council's chambers are small, and many more people wished to attend than the chambers could accommodate. Pocomoke City is in the southeastern part of the Eastern Shore, and members of the media, including Mr. Janis, had traveled a good distance to get there. Members of the public were admitted to the chambers, but members of the media were variously excluded from, or asked to leave, the chambers and were also instructed that they could not record from outside the chambers.

A Council member has since stated that he had wanted the press to leave to make room for town residents, and the minutes of the Council's August 4, 2015 meeting state that the mayor apologized to the press for his decision to exclude it from the meeting. According to the response, "clear instructions" have since been given "to all involved" not to exclude members of the media in the future, with the result that they were allowed to attend and record the Council's August meeting. Further, the response states, the Council's new city manager, who is an attorney and instructor of courses for local governments, has planned to train the Council and staff on open meetings compliance.

Subject to some exclusions and exceptions not relevant to the July 13 meeting, the Act requires public bodies to meet "in open session." *See* § 3-305. We find that the Council violated that provision; a meeting is "open" only if it is open to the public and the media on equal terms, and this meeting was not. *See 2 OMCB Opinions 67 (1999)*. The Council has already received and acted on its attorney's guidance on this point with regard to subsequent meetings.

Also relevant to circumstances such as these is the principle that public bodies should make reasonable efforts to meet in spaces that can accommodate the expected audience. The Council and other public bodies should review *3 OMCB Opinions 118 (2001)* (Opinion No. 01-9) for guidance in determining what reasonable efforts they can take, consistent with the Act, to properly accommodate an expected audience. We do not comment on whether the Council violated the Act in this regard, because we do not know whether it would have been feasible for the Council to move the July 13 meeting promptly to a larger space on such late notice. Finally, for guidance on regulating the recording of a meeting by members of the public and media, we refer the Council to *8 OMCB Opinions 128 (2013)*.

The June 26 and 29, 2015 meetings

While the submissions show there is some disagreement concerning some of the finer details of the meetings at issue here, the basic facts relevant to our review are undisputed. On June 26 and June 29, 2015, the Council met to discuss whether to

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terminate the police chief's employment. The mayor called the meetings on very short notice to the Council members because he believed that the matter was urgent. As a result, the Council met without giving any notice to the public. The complaint alleges that the Act applied to the meetings and that the Council violated it by failing to give notice and failing to vote in public to close them. Councilwoman Downing, who attended both meetings, confirms that the council met in closed session without voting on whether to exclude the public. She also states that she does not believe that the matter was urgent. The response states that the mayor convened the meetings without notice to the public on the belief that the meetings were exempt from the Act under the Act's express exclusion for the performance of administrative functions.

Unfortunately, the legal analysis applied to a public body's discussion of personnel matters is not readily understood and has resulted in confusion among public bodies and the public alike. The fundamental question is whether the discussion of personnel matters is an "exclusion" or an "exception" under the Act. The broad principles are as follows: The Act's open-meeting requirement is subject to some exclusions and some exceptions. *See* §§ 3-301 (setting the default that public bodies' meetings must be open "except as otherwise expressly provided"); 3-103 (expressly providing exclusions); 3-305 (expressly providing exceptions). Different consequences flow from each. Generally, if an exclusion applies to every function that a public body performs at a meeting, the Act does not apply at all, and we have no authority over the matter. §§ 3-103, 3-207. One such exclusion is the "administrative function" exclusion, formerly known as the "executive function" exclusion. *See* § 3-103(a)(1)(i). If the matter discussed falls within the definition of an administrative function, "it is excluded from the Act, no matter how important the matter might be considered or how keen the public interest in it." 8 *OMCB Opinions* 107,109 (2012), 6 *OMCB Opinions* 23, 26 (2008). A full explanation of the administrative exclusion can be found in 9 *OMCB Opinions* 110 (2014).

If the topic under discussion does not fall within an exclusion, the Act applies. That does not mean, however, that the public is entitled to hear every discussion that is subject to the Act. If the public body determines that any one of the Act's fourteen "exceptions" applies, then the public body is entitled to discuss the matter in a closed meeting, provided certain steps are taken and the discussion stays within the scope of the exception. Before meeting in a closed session, the public body must first meet in a properly-noticed open session, where the presiding officer conducts a vote to close the session. In addition, a written statement must be prepared that discloses the particular exception to the Act being invoked, the topics to be discussed, and the reason for

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excluding the public from the discussion. § 3-305(d).² The “personnel exception” permits public bodies to meet behind closed doors to discuss the removal, discipline, resignation, or performance of their employees. § 3-305 (b)(1).³ The personnel exception does not shield discussions about personnel policies generally; the topic must instead pertain to the employment or appointment of a particular individual. *See, e.g., 7 OMCB Opinions* 49, 55 (2010). There is also an exception, § 3-305(b)(13), for meetings that must be closed under a law that prevents public disclosure about a particular matter. Often relevant to discussions about personnel matters is the provision of the Public Information Act that prevents public disclosure of “a personnel record of an individual.” § 4-311.

Here, the Council’s response states that the Act did not apply because the meetings concerned a “personnel/administrative” issue exempt from the Act. Alternatively, the response states, the Council could have closed the meeting under an

² Section 3-305 (d) lists the conditions that the public body must meet before excluding the public:

- (1) Unless a majority of the members of a public body present and voting vote in favor of closing the session, the public body may not meet in closed session.
- (2) Before a public body meets in closed session, the presiding officer shall: (i) conduct a recorded vote on the closing of the session; and (ii) make a written statement of the reason for closing the meeting, including a citation of the authority under this section, and a listing of the topics to be discussed.
- (3) If a person objects to the closing of a session, the public body shall send a copy of the written statement to the Board.

³ As pertinent here, § 3-305(b) provides this conditional exception to the open-meeting requirement:

Subject to subsection (d) of this section, a public body may meet in closed session or adjourn an open session to a closed session only to:

- (1) discuss:
 - (i) the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of an appointee, employee, or official over whom it has jurisdiction; or
 - (ii) any other personnel matter that affects one or more specific individuals

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exception because it involved personnel matters. If the Act, along with the personnel exception, applied, the response concedes, the Council indeed violated the Act by not conducting a public vote in a properly-noticed meeting, but the Council would have limited its written disclosures about the topic of the meetings so as to preserve the confidentiality of the police chief's personnel information.

As explained at greater length in 9 *OMCB Opinions* 110, this Board has long remarked on the difficulty in applying the administrative function exclusion. In 2005, we issued a report on that subject. *Id.* at 113, citing Use of the Executive Function Exclusion under the Maryland Open Meetings Act - Study and Recommendations by the Open Meetings Compliance Board (December, 2005). We reported "confusion between meetings that fall outside the scope of [the Act] because they involve an [administrative] function," and "meetings that may be closed under the Act in accordance with the Act's procedural requirements [in] § 10-508." *Id.* at 6, as quoted in 9 *OMCB Opinions* at 113. Sometimes, we explained, the discussion of a topic that falls within an exception falls *also* within the administrative exclusion. We gave the example of a town commissioners' meeting for the sole purpose of evaluating a manager's employment, and we stated that a public body could either "consider the manager's employment evaluation as an executive function outside the Act" or conduct the evaluation "in a meeting closed under the Act [because] it involves a personnel matter." Study, p. 6.

By the time we issued our report, we had often advised that meetings to take personnel actions were administrative in nature. 1 *OMCB Opinions* 166 (1996) (meeting to dismiss an employee), 3 *OMCB Opinions* 218, 221 (2002) (meeting to evaluate an employee's performance), 1 *OMCB Opinions* 252 (1997) (meeting to fill a vacancy). Our opinion in 1 *OMCB Opinions* 191 (1996) (No. 96-12), cited by Complainant for the proposition that the Act applies to a public body's meeting to dismiss an employee, is not inconsistent with our advice that such meetings may also be deemed administrative in nature. In 1 *OMCB Opinions* 191, we concluded that a municipal governing body violated the Act by meeting in a closed session, without following the steps required to invoke an exception, to dismiss the police chief. In a footnote, however, we noted that the closed-session rules "do not apply when a public body is engaged in an 'executive function,'" but that the public body in question "did not assert that their closed session concerned an executive function." *Id.* at 193, n. 1. In short, we did not decide whether that meeting could have been deemed administrative, but we raised the possibility. See also 8 *OMCB Opinions* 120 (2012) (finding that the public body properly closed its open meeting under the personnel exception in order to discuss appointees, but that it also could probably have invoked the administrative exclusion); 6 *OMCB Opinions* 57, 61 (2008)(finding that meeting to select appointees was administrative).

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Here, the facts presented to us are that the Council met to discuss whether to terminate the police chief's employment and to take action on that question. These facts are analogous to those in 1 *OMCB Opinions* 166, where we advised that a town council was performing an administrative function when it met to discuss the dismissal of an employee, and we therefore reach the same conclusion here.

Conclusion

In the first part of this opinion, we have found that the Council violated the Act by excluding members of the press from a meeting. That part of the opinion is subject to the announcement requirement set forth in § 3-211.

In the second part of this opinion, we have once again commented on the difficulties posed by the interpretation of the administrative function exclusion to the Act. Consistently with our prior advice on the application of the exclusion to discussions about individual employee matters, we have found that the meetings in question fell within the exclusion and thus were not subject the Act.

Open Meetings Compliance Board

Jonathan A. Hodgson, Esq.
April C. Ishak, Esq.

POCOMOKE CITY, MARYLAND



TRANSFER OF FUNDS REQUEST

Date Submitted: October 28, 2015

Department: City Hall Housing Department

Submitted By: Ernie Crofoot, City Manager and Attorney

Account	TO:	FROM:
01.510.55080-Housing Capital Outlay	\$2,500.00	
01.410.54065-Clubhouse Expense		\$1,000.00
01.510.55052-Housing- Grass Cut, Debris, Maintenance for non-City Owned Property		\$1,500.00
Total	\$2,500.00	\$2,500.00

Justification:

To replace seven (7) window units (material and labor cost) on the second floor of City Hall with more energy efficient window units. This will save the city money on utility bills as well as improve the appearance of the government building.

Approved By:	Date:

[Back to Quote](#)



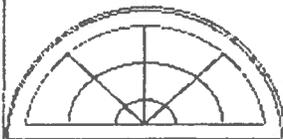
LOWE'S HOME CENTERS, LLC #2414
 275 NEWTOWN BOULEVARD
 POCOMOKE CITY, MD 21851-2705
 USA
 (443) 437-2000

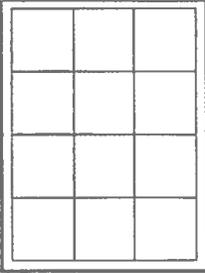


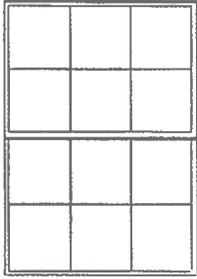
Date: 10/02/2015

Project #: 454595171 Description: Windows
 Customer Name: BILL EAST
 Customer Phone: (410) 957-1333
 Customer Address: 102 MAPLE
 POCOMOKE CITY,
 MD 21851
 USA

Line Item Frame Size	Product Code . Description	Unit Price	Quantity	Total Price
0004 Size = 36-in W x 18-in H	<p>Manufacturer: Reliablty by Atrium</p> <p>15% off SOS Doors & Windows 09/30/2015-10/20/2015 Energy Star Requirements for Northern/North-Central /South-Central/Southern Regions*** U-Value:0.26. SHGC:0.20 Division: Millwork Product: Windows Type: Curved Top Manufacturer: Reliablty by Atrium Product Type: Half Rounds Product Line: Replacement Series: 3100 Economy Actual Width: 36-in Actual Height: 18-in Fits Opening Width: 36 1/4-in Fits Opening Height: 18 1/4-in Color: White ***See in-store displays for exact color samples for both interior and exterior color.*** Glass Energy Efficiency: Ultra Low-E w/ Argon Glass Color: Clear ***The graphics present an estimation of the color and are not a completely accurate representation.*** Glass Strength/Safety: Double Strength Grid Type: 3/4-in Grid Style: H5</p>			
		\$282.90	1	\$282.90



	<p>Radial Grid Pattern: 3S1R Foam Wrap: Applied Extended Coverage: None ***Lead Time: 18 Days*** Item Number: 743971</p>	
<p>0005 Size = 35 3/4-in W x 47 3/4-in H</p> 	<p>Manufacturer: Reliabilty by Atrium</p> <p>15% off SOS Doors & Windows (09/30/2015-10/20/2015) Energy Star Requirements for Northern/North-Central /South-Central/Southern Regions*** U-Value:0.25. SHGC:0.21 - DP50: Size Tested 48-in x 84-in ***DP Code and Florida Approval Code only valid up to window size tested*** Division: Millwork Product: Windows Type: Picture Manufacturer: Reliabilty by Atrium Product Type: Double Hung Picture Windows Product Line: Replacement Series: 3201 Good Number of Units Wide: One Unit Configuration: Single Unit Actual Width: 35 3/4-in Actual Height: 47 3/4-in Fits Opening Width: 36-in Fits Opening Height: 48-in Color: White ***See in-store displays for exact color samples for both interior and exterior color.*** Glass Energy Efficiency: Ultra Low-E w/ Argon Glass Color: Clear ***The graphics present an estimation of the color and are not a completely accurate representation.*** Glass Strength/Safety: Double Strength Grid Type: 3/4-in Grid Style: Colonial Grid Pattern: 3W4H Foam Wrap: Applied Head Expander: No Extended Coverage: None ***Lead Time: 18 Days*** Item Number: 743972</p>	<p style="text-align: right;">\$173.14 1 \$173.14</p>
<p>0001 Size = 36-in W x 52-in H</p>	<p>Manufacturer: ThermaStar by Pella (R)</p> <p>Product: Windows Type: Double Hungs Manufacturer: ThermaStar by Pella (R) Energy Star(R) Qualified Products Only: No - I would like to view all available product offering. Room Location: Other 1</p>	<p style="text-align: right;">\$208.33 2 \$416.66</p>



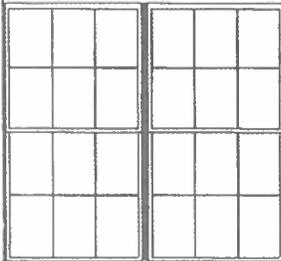
Material: Vinyl
 Actual Frame Type(Overall Width): Replacement Frame
 (3 1/4-in OAW - No Fin)
 Sloped Sill Adaptor: Yes - Included
 Head Expander: No - Not Included
 Configuration: One Wide
 Actual Frame Size Width: 36-in
 Actual Frame Size Height: 52-in
 Fits Opening Width: 36 1/4-in
 Fits Opening Height: 52 1/4-in
 Actual Vent Size: 1/2 Vent
 Exterior Finish: White
 Interior Finish: White
 Glazing: Advanced Low-E
 Argon Gas Filled IG: Yes - Argon Gas
 Tempered Glass: Annealed
 Grilles Between Glass Type: 3/4-in Contour
 Grille Pattern: Standard Colonial
 Top Sash Lite Pattern: 3W2H
 Bottom Sash Lite Pattern: 3W2H
 Hardware: 2 Cam/Keeper Lock Sets
 Hardware Color: White
 Screen: Full Unit Fiberglass Screen
 Design Performance: Standard
 Will This Product Be Installed By Lowe's (R)?: Not
 Installed By Lowe's (R)
 Lead Time: 21
 Is This A Remake?: No
 Item Number: 254028

***This price reflects a 15% off Promotion on SOS Pella
 (R) Windows & Patio Doors - 09/30/15 to 10/20/15***

This quote is good 09/30/15 to 10/20/15

0002

Size = 65-in W x 61 1/2-in
 H



Manufacturer: ThermaStar by Pella (R)

Product: Windows
 Type: Double Hungs
 Manufacturer: ThermaStar by Pella (R)
 Energy Star(R) Qualified Products Only: No - I would like
 to view all available product offering.
 Room Location: Other 1
 Material: Vinyl
 Actual Frame Type(Overall Width): Replacement Frame
 (3 1/4-in OAW - No Fin)
 Sloped Sill Adaptor: Yes - Included
 Head Expander: No - Not Included
 Configuration: Two Wide
 Actual Frame Size Width: 65-in
 Actual Frame Size Height: 61 1/2-in

\$467.34

2

\$934.68

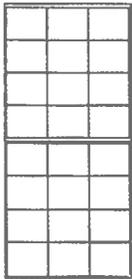
Fits Opening Width: 65 1/4-in
 Fits Opening Height: 61 3/4-in
 Actual Vent Size: 1/2 Vent
 Exterior Finish: White
 Interior Finish: White
 Glazing: Advanced Low-E
 Argon Gas Filled IG: Yes - Argon Gas
 Tempered Glass: Annealed
 Grilles Between Glass Type: 3/4-in Contour
 Grille Pattern: Standard Colonial
 Top Sash Lite Pattern: 3W2H
 Bottom Sash Lite Pattern: 3W2H
 Hardware: 2 Cam/Keeper Lock Sets
 Hardware Color: White
 Screen: Full Unit Fiberglass Screen
 Design Performance: Standard
 Will This Product Be Installed By Lowe's (R)?: Not
 Installed By Lowe's (R)
 Lead Time: 21
 Is This A Remake?: No
 Item Number: 254028

***This price reflects a 15% off Promotion on SOS Pella
 (R) Windows & Patio Doors - 09/30/15 to 10/20/15***

This quote is good 09/30/15 to 10/20/15

0003

Size = 36-in W x 78-in H



Manufacturer: ThermaStar by Pella (R)

Product: Windows
 Type: Double Hungs
 Manufacturer: ThermaStar by Pella (R)
 Energy Star(R) Qualified Products Only: No - I would like
 to view all available product offering.
 Room Location: Other 1
 Material: Vinyl
 Actual Frame Type(Overall Width): Replacement Frame
 (3 1/4-in OAW - No Fin)
 Sloped Sill Adaptor: Yes - Included
 Head Expander: No - Not Included
 Configuration: One Wide
 Actual Frame Size Width: 36-in
 Actual Frame Size Height: 78-in
 Fits Opening Width: 36 1/4-in
 Fits Opening Height: 78 1/4-in
 Actual Vent Size: 1/2 Vent
 Exterior Finish: White
 Interior Finish: White
 Glazing: Advanced Low-E
 Argon Gas Filled IG: Yes - Argon Gas
 Tempered Glass: Annealed

\$263.39

1

\$263.39

<p>Grilles Between Glass Type: 3/4-in Contour Grille Pattern: Standard Colonial Top Sash Lite Pattern: 3W4H Bottom Sash Lite Pattern: 3W4H Hardware: 2 Cam/Keeper Lock Sets Hardware Color: White Screen: Full Unit Fiberglass Screen Design Performance: Standard Will This Product Be Installed By Lowe's (R)?: Not Installed By Lowe's (R) Lead Time: 21 Is This A Remake?: No Item Number: 254028</p> <p>***This price reflects a 15% off Promotion on SOS Pella (R) Windows & Patio Doors - 09/30/15 to 10/20/15***</p> <p>This quote is good 09/30/15 to 10/20/15</p>
--

Project Total: \$2,070.77

Salesperson: GAVIN DURHAM (S2414GD1)

Accepted by: _____

Date: 10/02/2015

Print this Page

This Millwork Quote is valid until 10/31/2015. This is an estimate only. This estimate does not include tax or delivery charges. Delivery of all materials contained in this estimate are subject to availability from the manufacturer or supplier. All the above quantities, dimensions, specifications and accessories have been verified and accepted.

Bill East said it would
take 16 hours to install at
\$15 per hour.

\$240⁰⁰ Labor Cost

Lease Agreement



Customer: POCOMOKE, CITY OF

Bill To: CITY OF POCOMOKE
P O BOX 29
POCOMOKE CITY, MD 21851-0029

Install: CITY OF POCOMOKE
MAIN OFFICE
101 CLARKE AVE
POCOMOKE CITY, MD 21851-1005

State or Local Government Negotiated Contract : 072627700

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. W7835PT (W7835PT TANDEM)	<ul style="list-style-type: none"> - 2/3 Hole Punch - Booklet Maker Unit - 1 Line Fax - Office Finisher Lx - Customer Ed - Analyst Services 	Lease Term: 60 months Purchase Option: FMV	- Xerox WC7535P S/N XKK393059 Trade-In as of Payment 50	11/12/2015

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W7835PT	\$222.11	1: BLACK 2: COLOR	All Prints All Prints	\$0.0062 \$0.0461	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$222.11	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page		Thank You for your business! This Agreement is proudly presented by Xerox and Bridget Ketcham (410)548-5844 For information on your Xerox Account, go to www.xerox.com/AccountManagement		
Signer _____	Phone: (410)957-1333			
Signature _____	Date: _____			

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function, and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement and must certify that the canceled

Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

5. REFINANCE. The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

GENERAL TERMS & CONDITIONS:

6. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

Financial Analysis for CITY OF POCOMOKE

Prepared on 10/7/2015

Current Costs										
Trade Items	Agreement Information	Equipment Monthly Payment	Maintenance Monthly Payment	Meter	Volume Band	Per Print Rate	Print Charges AMPV	Above Plan	Meter Charges	Totals
1 WC7535P XKK393059	- Leased 48 of 60 - 09/08/11	\$347.70	Included	BW	1 - 5,000 5,000+	Included \$0.0084	4,562	0	\$0.00	\$469.28
				CLR	1 - 500 500+	Included \$0.0790	2,039	1,539	\$121.58	
Xerox Total		\$347.70	\$0.00				6,601		\$121.58	\$469.28
Grand Total		\$347.70	\$0.00				6,601		\$121.58	\$469.28

Proposed Costs										
New Items	Agreement Information	Equipment Monthly Payment	Maintenance Monthly Payment	Meter	Volume Band	Per Print Rate	Print Charges AMPV	Above Plan	Meter Charges	Totals
1 W7835PT TANDEM	- Lease - Term: 60 months	\$222.11	Included	1: BLACK 2: COLOR	All Prints All Prints	\$0.0062 \$0.0461	4,562 2,039	4,562 2,039	\$28.28 \$94.00	\$344.39
Total		\$222.11	Included				6,601		\$122.28	\$344.39

Monthly Savings \$124.89
Annual Savings \$1,498.68
Contract savings \$7,493.40

Lease Agreement



Customer: POCOMOKE, CITY OF

Bill To: CITY OF POCOMOKE
 PO BOX 29
 101 CLARKE AVE
 POCOMOKE CITY, MD 21851-1005

Install: CITY OF POCOMOKE
 137 TH ST 8
 POCOMOKE CITY, MD 21851

State or Local Government Negotiated Contract : 072627700

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1.	WC3655X (WORKCENTRE 3655X) - Carrier Deliv/instal - Mfp Paper Tray-550 - Stand With Storage - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox MFP3635 S/N BB1850130 Trade-In as of Payment 51	11/12/2015

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. WC3655X	\$57.68	1; BW	All Prints	\$0.0136	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$57.68	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page

Signer: _____ Phone: (410)957-3600

Signature _____ Date _____

Thank You for your business!
 This Agreement is proudly presented by Xerox and

Bridget Ketcham
(410)548-5844

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www.xerox.com/AccountManagement



Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement and must certify that the canceled

Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

5. REFINANCE. The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

GENERAL TERMS & CONDITIONS:

6. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

Financial Analysis for CITY OF POCOMOKE

Prepared on 10/7/2015

Current Costs										
Trade Items	Agreement Information	Equipment Monthly Payment	Maintenance Monthly Payment	Meter	Volume Band	Per Print Rate	Print Charges	Above Plan	Meter Charges	Totals
				TOTAL	1 - 500 500+	Included \$0.0127	1,388	888	\$11.28	\$80.35
1 MFP3635 BB1850130	- Leased 49 of 60 - 08/04/11	\$69.07	Included							
Xerox Total		\$69.07	\$0.00				1,388		\$11.28	\$80.35
Grand Total		\$69.07	\$0.00				1,388		\$11.28	\$80.35

Proposed Costs										
New Items	Agreement Information	Equipment Monthly Payment	Maintenance Monthly Payment	Meter	Volume Band	Per Print Rate	Print Charges	Above Plan	Meter Charges	Totals
				1: BW	All Pmnts	\$0.0136	1,388	1,388	\$18.88	\$76.56
WC3655X 1 (WORKCENTRE 3655X)	- Lease - Term: 60 months	\$57.68	Included							
Total		\$57.68	Included				1,388		\$18.88	\$76.56

Monthly Savings \$3.79
Annual Savings \$45.48
Contract savings \$227.40

Lease Agreement



Customer: POCOMOKE, CITY OF

Bill To: CITY OF POCOMOKE
POLICE DEPT
PO BOX 29
POCOMOKE CITY, MD 21851-0029

Install: CITY OF POCOMOKE
POLICE DEPT
2ND FL ADMIN
300 2ND ST
POCOMOKE CITY, MD 21851-1048

State or Local Government Negotiated Contract : 072627700

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. WC3655X	- Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox WC4118X S/N YHT647914 Trade-In as of Payment 67	10/29/2015

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Based	Per Print Rate	
1. WC3655X	\$38.51	1: BW	All Prints	\$0.0136	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$38.51	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page

Signer: Christ William HARDEN Phone: (410)957-1600

Signature: Will H. Harden Date: 10/14/15

Thank You for your business!
This Agreement is proudly presented by Xerox and

Bridget Ketcham
(410)548-5844

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