



City of Salisbury

CITY COUNCIL AGENDA



August 26, 2013
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. INVOCATION/MEDITATION AND PLEDGE OF ALLEGIANCE

6:05 p.m. COMMUNITY ORGANIZATION PRESENTATION –
Salisbury Skatepark Committee Inc.

6:15 p.m. ADOPTION OF LEGISLATIVE AGENDA

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

- August 12, 2013 regular meeting minutes 1a
- August 19, 2013 work session minutes 1b
- Resolution No. 2319 - approving the appointment of Matt Likovich to the Zoo Commission for term ending 12/31/2016 1c
- Resolution No. 2320 - to approve a Maryland Department of Housing and Community Development, Community Legacy Grant Application for funds to provide rehabilitation grants to owners of businesses located in Downtown Salisbury for interior and/or exterior improvements to the permanent structure in which their business is housed 1d
- Resolution No. 2321 - accepting a donation in the amount of \$7000.00 from the Salisbury Skatepark Committee, Inc. as the matching funds pledged for the Community Parks & Playgrounds grant received from the Maryland Department of Natural Resources for the Salisbury Skatepark, Phase I 1e
- Resolution No. 2322 - allowing the Chief of Police to sign a memorandum of agreement between the Wicomico County Circuit Court Adult Drug Treatment Program and the Salisbury Police Department and to accept grant funds from the Office of Problem Solving Courts Discretionary Grant Adult Drug Court Program to provide overtime reimbursement to police officers conducting curfew and contract compliance checks on clients in the City of Salisbury 1f
- Resolution No. 2323 - to enter into a memorandum of understanding accepting use of and authorization to conduct repair on 511 Decatur Avenue for the purpose of utilizing the property as a City Service Center 1g

- 6:25 p.m. AWARD OF BIDS – Assistant Director Internal Services - Procurement and Parking 2
 Catrice Parsons
- Surplus – Fire Hose
 - Surplus – Personal Protective Equipment
 - Surplus – SFD Fleet Vehicle
 - Surplus – Patrol Vehicle 31
- 6:35 p.m. RESOLUTIONS – Interim City Administrator M. Thomas Stevenson, Jr. 3
- Resolution No. 2324 - accepting a disposition contract between the City of Salisbury and G Plus Properties, LLC setting forth the terms and conditions of the redevelopment of the Old Fire Station #16 as detailed in G Plus' development proposal document
- 6:50 p.m. ORDINANCES – City Attorney Mark Tilghman 4
- Ordinance No. 2258 – 1st reading – to eliminate or reduce water or sewer charges for equivalent dwelling units (EDUs) in accordance with Chapter 13.02 of the City Code to encourage development in the Downtown area and the Enterprise Zone
- 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 September 9, 2013 (subject to change)

- Ordinance No. 2258 – 2nd reading - adjusting water or sewer charges in accordance with Chapter 13.04.090 of the City Code
- Resolution No. ____ - accepting gifts from the Delmarva Zoological Society
- Ordinance No. ____ - 1st reading – amending Chapter 15.27 Property Maintenance Habitual Offender of the Salisbury Municipal Code to strengthen the original objective of legislation by lowering the threshold by which a property owner can be designated an Habitual Offender
- Resolution No. ____ - accepting funds for Rain Barrels grant

1 **CITY OF SALISBURY, MARYLAND**

2
3 **REGULAR MEETING**

August 12, 2013

4
5 **PUBLIC OFFICIALS PRESENT**

6
7 *Council Vice President Laura Mitchell* *Mayor James Ireton, Jr. (left at 7:17 p.m.)*
8 *Mayor James P. Ireton, Jr. (left at 7:28 p.m.)* *Councilwoman Eugenie P. Shields*
9 *Councilwoman Terry E. Cohen* *Councilman Timothy K. Spies*

10
11 **PUBLIC OFFICIALS NOT PRESENT**

12
13 *Council President Jacob R. Day*

14
15 **IN ATTENDANCE**

16
17 *City Clerk Kimberly R. Nichols, CMC, Interim City Administrator M. Thomas (Tom) Stevenson,*
18 *Jr., City Attorney Mark Tilghman, Acting Public Works Director Amanda H. Pollack, P.E.,*
19 *Internal Services Director Keith Cordrey, Assistant Internal Services Director – Procurement*
20 *Catrice Parsons, Salisbury Police Chief Barbara Duncan, Information Technologies Director*
21 *Bill Garrett, Community Development Director Debbie Stam, and interested citizens and*
22 *members of the press*

23
24 *****

25
26 **MEDITATION – PLEDGE OF ALLEGIANCE**

27
28 *The City Council met in regular session at 6:00 p.m. in Council Chambers. Council Vice*
29 *President Laura Mitchell called the meeting to order, announced that Council President Day*
30 *was absent due to serving in his capacity as Lieutenant in the United States Army, and thanked*
31 *him and all Armed Forces men and women for their service. A moment of silent meditation was*
32 *held followed by the Pledge of Allegiance.*

33
34 **ADOPTION OF LEGISLATIVE AGENDA**

35
36 *On a motion and seconded by Mrs. Shields and Mr. Spies, respectively, the legislative agenda*
37 *was unanimously adopted as presented with a 4-0 vote in favor.*

38
39 **CONSENT AGENDA** – *presented by City Clerk Kim Nichols*

40
41 *The Consent Agenda, consisting of the following items, was unanimously approved with a 4-0*
42 *vote on a motion by Ms. Cohen and seconded by Mrs. Shields:*

- 44 • *July 15, 2013 Special Meeting Minutes*
- 45 • *July 15, 2013 Work Session Minutes*
- 46 • *July 22, 2013 Regular Meeting Minutes*
- 47 • *July 22, 2013 Closed Session Minutes*
- 48 • *August 1, 2013 Special Meeting Minutes*
- 49 • *August 1, 2013 Closed Session Minutes*
- 50 • *Resolution No. 2311 – approving the appointment of Chad Brown to the Board of Zoning Appeals for term ending 10/31/2016*
- 51
- 52 • *Resolution No. 2312 – approving the reappointment of Dr. James C. Todd, III to the Housing Board of Adjustments and Appeals for term ending 7/31/2017*
- 53
- 54 • *Resolution No. 2313 – accepting a private donation for the Salisbury Zoo from Mr. Daniel Morris in memory of his wife, Mrs. Beverly Trice Morris*
- 55
- 56 • *Resolution No. 2314 – accepting grant funds awarded through the Organized Crime Drug Enforcement Task Forces (OCDETF) Program in conjunction with the Federal Bureau of Investigation (FBI) to provide for overtime reimbursement for officers participating in investigations and strategic initiatives related to gang activities/crimes in the City of Salisbury*
- 57
- 58
- 59
- 60
- 61 • *Resolution No. 2315 – accepting grant funding from the National Association of Drug Diversion Investigators (NADDI) for investigations into prescription drug fraud by the Salisbury Police Department*
- 62
- 63
- 64 • *Resolution No. 2316 – authorizing the Chief of Police of the City of Salisbury to sign a memorandum of understanding (MOU) between the Salisbury Police Department and the Maryland Office of Highway Safety and to accept grant funding for three (3) separate traffic safety programs each with their own conditions and grant funding amounts*
- 65
- 66
- 67
- 68 • *Resolution No. 2317 – accepting funds awarded through a grant from the Tony Hawk Foundation for the Salisbury Skatepark, Phase 1*
- 69

70

71 **AWARD OF BIDS** – presented by Internal Services Director Keith Cordrey

72

73 *The following items were unanimously approved with a 4-0 vote on a motion by Mrs. Shields and*

74 *seconded by Ms. Cohen:*

- 75
- 76 • *Surplus of Equipment at the Waste Water Treatment Plant - \$0.00*
- 77 • *Surplus SAN-4 Refuse Truck - \$0.00*
- 78 • *Surplus Various items at the City Service Center/Yard - \$0.00*
- 79 • *Apv. Of Change Order #1 to Proj. #5289 N. Divison St. Sewer Relief Main - \$106,645.00*
- 80 • *Award of Annual Contract A-3-12 R2-WTP - \$115,984.00*
- 81 • *Award of Annual Contract A-3-12 R2-WWTP - \$287,184.00*
- 82

83 **RESOLUTION** – presented by Acting City Administrator Tom Stevenson

- 84
- 85 • *Resolution No. 2318 – authorizing the Capacity Fee of the City’s Comprehensive*

86 Connection Charge be waived for a development known as Rivers Edge Apartments and
87 Studio for the Arts, which is an affordable housing development
88

89 One member of the public offered the following comments on Resolution No. 2318:
90

- 91 ➤ Does not agree with the waiver since City taxpayers are paying for
92 subsidized housing through State credits for this project and shouldn't be
93 asked to contribute a second time
- 94 ➤ The Water & Sewer funds are suffering enough due to having to rebuild
95 the failed Wastewater Treatment Plant
96

97 On a motion and seconded by Mrs. Shields and Ms. Cohen, respectively, Resolution No. 2318
98 was unanimously approved as presented with a 4-0 vote.
99

100 **ORDINANCES** – presented by City Attorney Mark Tilghman
101

- 102 • Ordinance No. 2257 – 2nd reading – approving a budget amendment of the FY2014
103 General Fund to appropriate funds for the addition of a Network Administrator position
104 to the Department of Information Technology
105

106 Mrs. Shields moved, Mr. Spies seconded, and the vote was unanimous (4-0) to approve
107 Ordinance No. 2257 for second reading, as amended on July 22, 2013.
108

- 109 • Ordinance No. 2258 – 1st reading – adjusting water or sewer charges in accordance with
110 Chapter 13.04.090 of the City Code
111

112 Mrs. Shields moved and Ms. Cohen seconded to approve Ordinance No. 2258 for first
113 reading.
114

115 Ms. Cohen asked for more information concerning how many EDUs the City has already
116 waived on affordable housing, and asked that the ordinance not be passed for first
117 reading at this time so that it can be discussed again in the next work session.
118

119 Ms. Cohen moved to postpone Ordinance No. 2258 for first reading, and for it to be
120 moved to the August 19, 2013 Work Session for further discussion. Mr. Spies seconded,
121 and the motion failed on a 2-2 vote with aye votes received from Ms. Cohen and Mr.
122 Spies and nay votes received from Mmes. Mitchell and Shields.
123

124 Ordinance No. 2258 for first reading failed on a 2-2 vote, with Mmes. Mitchell and
125 Shields voting aye and Ms. Cohen and Mr. Spies voting nay.
126

127 **PUBLIC COMMENTS**
128

129 *The following comments were received from one member of the public:*

130

- 131 • *Resources are not unlimited; Property taxes rise each time the Council gives away money*
- 132 • *The City has a large number of vacant and abandoned houses, and houses for sale*
- 133 • *Each time new employees are hired and employees receive raises, property taxes increase*
- 134 • *Council should be careful; people won't buy homes in Salisbury with the current tax rate*
- 135 • *Many seniors and young families living in Salisbury can't afford to pay the taxes any*
- 136 *longer*

137

138 **ADJOURNMENT**

139

140 *On a motion and seconded by Mrs. Shields and Mr. Spies respectively, and by unanimous vote in*

141 *favor (4-0), Vice President Mitchell adjourned the Legislative Session at 7:36 p.m.*

142

143

144

145 _____
City Clerk

146

147

148

149 _____
Council President

1 CITY OF SALISBURY
2 WORK SESSION
3 AUGUST 19, 2013
4

5 Public Officials Present
6

Council President Jacob R. Day Council Vice-President Laura Mitchell
Councilwoman Terry E. Cohen Councilman Timothy K. Spies
Councilwoman Eugenie P. Shields (arrived at 1:37 p.m., left at 4:22 p.m.)

7
8 In Attendance
9

10 City Clerk Kimberly R. Nichols, CMC, Interim City Administrator M. Thomas (Tom) Stevenson, Jr.,
11 City Attorney Mark Tilghman (arrived at 2:40 p.m.), Public Works Director Michael Moulds, Public
12 Works Deputy Director Amanda H. Pollack, P.E., Planning & Zoning Director Jack Lenox, interested
13 citizens, and members of the press.
14 -----
15

16 The City Council convened in Work Session at 1:30 p.m. in Council Chambers, Room 301 of the
17 Government Office Building.
18

19 **Grants Management Software presentation**
20

21 Mr. Tom Grimes, representative for Streamlink Software, presented the AmpliFund Grant
22 Management software Powerpoint to Council. The software, which is web based and Cloud managed,
23 is used by many cities to help manage their federal audit trail. Mr. Grimes reported AmpliFund had
24 700 reports available to the City and there was unlimited capacity and document storage space
25 available. Mr. Stevenson will meet with Mr. Grimes and report back to Council with the information
26 he receives on the potential cost and time savings that using this software would help the City achieve.
27

28 **City Employees Pay Study**
29

30 Mr. Brian Wolfe, the representative from Evergreen Solutions which was retained by the City of
31 Salisbury to conduct a pay and classification study of all positions in the organization, joined Council
32 at the table to report on the findings of the study with the use of a Powerpoint presentation. Along with
33 the suggestion that the City of Salisbury complete an employee pay study every four to six years, the
34 following recommendations were offered as a result of the study and explained by Mr. Wolfe:
35

- 36 1. Revise the current salary structure to reflect current market conditions by implementing the pay
37 plans and grades as recommended
- 38 2. Place classifications in the proposed pay plan utilizing the recommended grade order, and
39 consider using the proposed 3-stage implementation plan
- 40 3. Continue selecting a small sample of classifications (targeting those with potential recruiting or
41 retention concerns) to conduct a mini-survey of market values and benefit changes on a bi-
42 annual basis to determine market competitiveness and make the appropriate adjustments

43 4. Review the pay plan each year and adjust if necessary based on the results of the average
44 movement of relevant local peer pay levels
45 Interim City Administrator M. Thomas Stevenson, Jr. informed Council that Administration had held
46 discussions on how to implement the plan and would make a recommendation as soon as possible.
47

48 **Veterans Preference Policy**

49
50 Council President Day explained the City of Salisbury does not have a Veterans Preference Policy.
51 Internal Services Assistant Director – Procurement Catrice Parsons will be asked to bring policy
52 recommendations to the Council in an upcoming work session.
53

54 Council reached unanimous consensus to schedule the discussion at the next work session.
55

56 **EDU Incentive Zone**

57
58 New Public Works Director Michael Moulds and Deputy Director Amanda Pollack joined Council at
59 the table to discuss the updated ordinance.
60

61 After discussion, it was decided that the title of the ordinance would again be adjusted to reflect that
62 the main purpose was to target the downtown area with this incentive zone, and consensus was reached
63 to advance the ordinance to legislative session.
64

65 **Merritt Mill Road/Smith Annexation - Introduction**

66
67 Joining Council to discuss the Merritt Mill Road/Smith Annexation were Keith Hall, Long
68 Range/Transportation Planner, Salisbury/Wicomico County Department of Planning, Zoning, and
69 Community Development; Chris Jakubiak, President of Jakubiak Town & City Planning; Thomas
70 Johnson, Jr., Personal Representative of the Smith Estate, and; Michael Wigley, AIA, Principal with
71 Davis, Bowen & Friedel, Inc.
72

73 Mr. Jakubiak introduced the proposed annexation which includes an eleven acre, 72-unit development
74 project located on Merritt Mill Road, located approximately 1/8 of a mile from Old Ocean City Road.
75 He also provided an overview of the annexation agreement with Council.
76

77 Using the Smith Estate Annexation Concept Plan map as a reference, Mr. Wigley explained the
78 property was oriented at the very end of the Shoppes at Salisbury Shopping Center and included
79 duplexes and townhouses, and 30% open space. Currently, a fully developed and already annexed
80 residential development project is located east of the proposed annexation, and a vacant parcel is
81 located west of the proposed annexation. The developer of the project is unknown at this time.
82

83 Mr. Hall clarified the advertising requirements and offered to forward the section from COMAR to the
84 Council which states, “if the total area of the annexation is less than 25 acres of land or less, not fewer
85 than two times, at not less than weekly intervals in a weekly newspaper of general circulation.” The
86 City would have to advertise the annexation public hearing on September 9th and 16th in order to hold
87 the public hearing on September 23, 2013.
88

89 Council reached unanimous consensus with a 4-0 vote (Mrs. Shields had excused herself from the
90 meeting) to move forward with the annexation.

91

92 **Habitual Offenders Ordinance**

93

94 Neighborhood Services and Code Compliance (NSCC) Interim Director Susan Phillips joined Council
95 at the table to discuss the revised Habitual Offenders draft legislation. She reported NSCC experiences
96 a 95% voluntary compliance rate, but they repeatedly return to the same properties, using a lot of time
97 and resources. She explained that lowering the threshold would enable the department to combat these
98 non-compliant properties. Currently, corrective action letters are being written to the property owners,
99 who then correct the problems. This has resulted in NSCC essentially managing the properties for the
100 few offenders, and Ms. Phillips stated it was not fair to Salisbury residents.

101

102 Mr. Stevenson explained that when the “Three Strikes” legislation was first considered it was realized
103 that all of the verified calls for service as defined in the legislation, whether police calls or NSCC calls,
104 ultimately would come to NSCC. Therefore, the suggestion was to lower the threshold to require any
105 combination of the following during a twelve month period:

106

- 107 1. A verified call for service from NSCC; or
- 108 2. Payment of one citation issued by NSCC; or
- 109 3. Being found guilty in Wicomico County District Court

110

111 After discussing the proposed legislation, Council reached unanimous consensus with a 4-0 vote (Mrs.
112 Shields had excused herself from the meeting) to forward the amended ordinance to legislative session.

113

114 **Linens of the Week Property Disposition**

115

116 Mr. Stevenson reported that both Habitat for Humanity and Salisbury Neighborhood Housing Service
117 have declined to accept the Linens of the Week property as a donation.

118

119 Planning & Zoning Director Jack Lenox joined Council to explain that the Planning Commission
120 opened the public hearing. They have received letters and public testimony on the advertised re-zoning
121 of the entire block, not just the Linens of the Week property. He reported that Mr. Spies had requested
122 that action be deferred by the Planning Commission to allow City Council the opportunity to discuss
123 this asset.

124

125 Council discussed the fact that changing the re-zoning would create legal, non-conforming uses on 110
126 properties in the neighborhood, but the Zoning Commission does not approve “spot” zoning. He stated
127 that since there was no absolute definition of “spot” zoning, the Planning Commission very well may
128 recommend re-zoning the Linens of the Week property only. Many of the properties in the possible re-
129 zoned area could experience resale problems and use changes. Mr. Lenox advised the Council to
130 consider what they desired the property to be used for before placing the question with the Planning
131 Commission. There are no ramifications to formally withdrawing the property from the Planning
132 Commission.

133

134 Mr. Stevenson will discuss with Mayor Ireton what his wishes are for the zoning of the Linens of the
135 Week property and report back to Council. Ms. Cohen suggested during the upcoming Goal Setting
136 Session, Council and Mayor should consider discussing what they would like to do with the property.
137 Mrs. Mitchell suggested that Council consider holding one of their *Coffee with the Council* events in
138 the Church Street neighborhood to receive ideas and feedback about what the citizens envision the
139 property to become.

140

141 One member of the public provided the following comments on the subject:

142

- 143 1. What type of comprehensive notification plan does the City plan to use for this re-zoning?
- 144 2. Signage was posted on the Linens of the Week property, but the neighboring property owners
145 were not notified.
- 146 3. Has been personally trying to keep the other neighbors in the “loop” on this re-zoning.
- 147 4. Requested that there be a specific policy to notify owners that property is being re-zoned.

148

149 Mrs. Mitchell suggested considering utilizing the water bills mailed out from the Internal Services
150 Department to place notifications on.

151

152 **Youth Civics Council Grant application**

153

154 President Day reported that he had discussed the AmeriCorps position with numerous people in the
155 area. The part-time position requires a \$6100.00 match and the individual will be responsible for
156 developing a Youth Civics Council, utilizing a joint effort from the County.

157

158 Council unanimously agreed for Mr. Day to apply for the grant with the understanding that a budget
159 amendment would be required if the City receives the grant.

160

161 **General Discussion**

162

163 Being no further discussion, President Day adjourned the Work Session at 5:45 p.m.

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167 _____
City Clerk

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171 _____
Council President

INTER

OFFICE

MEMO

OFFICE OF THE MAYOR

To: M. Thomas Stevenson, Jr. *M.T.S.*
From: Sherrell McBride
Subject: Appointment to the Zoo Commission
Date: August 16, 2013

Please be advised that the Mayor desires to appoint Mr. Matt Likovich to the Zoo Commission. Attached is his letter of interest and the Resolution necessary for his appointment.

Please forward this information on to the City Council so it may be placed on the agenda for the meeting. Please let me know if you have any questions.

Attachment

CC: Amanda Pollack
Ron Alessi

June 5, 2013

James Ireton

Mayor

City of Salisbury

Dear Mayor Ireton:

The purpose of this letter and attached resume is to demonstrate my interest in being considered for a position on the Salisbury Zoo Commission.

I have had the opportunity to support the Zoo in various ways since 1994. For example, I served on the board of the Friends of the Salisbury Zoo for several years and I have coordinated Delmarva Power's participation in the annual Earth Day celebration each year where the company sets up a table to provide customers with energy-saving and environmental-related information.

I would welcome the opportunity to serve on the Salisbury Zoo Commission with the goal of being part of the process that helps set policies and procedures for the day-to-day operation of the Salisbury Zoological Park.

Sincerely,

Matt Likovich

Delmarva Power

PERSONAL RESUME

LIKOVICH, Matthew A.

6095 Tarry Town Road
Salisbury, MD 21801
410-546-3928

PROFILE STATEMENT

My employment record shows that I have worked for many years in the field of communications, handling a variety of duties in the areas of media and public relations as well as broadcast journalism. I believe my work in these areas has provided me with an opportunity to develop and polish my writing, public speaking, managerial, marketing, financial, administrative and interpersonal skills.

PROFESSIONAL HISTORY

DELMARVA POWER (January, 2005 – present)

(Delmarva Power is a public utility owned by Pepco Holdings, Inc., providing regulated electric delivery services to more than 500,000 customers in Delaware and Maryland and natural gas delivery service to nearly 124,000 customers in northern Delaware.)

Media Relations Manager -- Primary duties include:

- Media relations (radio, television, newspaper)
- Crisis management (power outages)
- Generation of publicity regarding Delmarva Power's environmental programs
- Community presence (enhancing Delmarva Power's public image through community relations and the coordination of special events)

PPL (July, 2004 – December, 2004)

(PPL, headquartered in Allentown, Pa., controls more than 12,000 megawatts of generating capacity in the United States, sells energy in key U.S. markets and delivers electricity to nearly 5 million customers in Pennsylvania, the United Kingdom and Latin America.)

Senior Information Specialist -- Primary duties included:

- Media relations (radio, television, newspaper)
- Crisis management (power outages)
- Editor and writer of quarterly customer environmental newsletter
- Generation of publicity regarding PPL's environmental programs
- Write and produce annual environmental report
- Editor and writer of quarterly environmental newsletter
- Writer for employee on-line newsletter

PROFESSIONAL HISTORY, continued

MOHAVE ELECTRIC COOPERATIVE (February, 2004 – June, 2004)

(Mohave Electric Cooperative is an energy company serving 33,000 customers in Northwest Arizona.)

Manager of Public Affairs -- Primary duties included:

- Media relations (radio, television, newspaper)
- Crisis management (power outages, etc.)
- Community relations (networking with customers, employees, governmental officials, educational and non-profit organizations)
- Generation of publicity regarding Mohave Electric Cooperative's energy efficiency, safety and educational programs (customer newsletters, annual report, advertising, speaking engagements, special events)
- Supervision of two staff members

DELMARVA POWER (1989 - 2004)

Account Mgr. and Sr. Public Relations Representative -- Primary duties included:

- Media relations (radio, television, newspaper)
- Crisis management (power outages, etc.)
- Community presence (enhancing Delmarva Power's public image through community relations and the coordination of special events)
- Business relations and marketing (working with business customers to help resolve their problems or concerns regarding electric service)
- Generation of publicity regarding Delmarva Power's educational, environmental and safety programs (news conferences, brochures, booklets, newsletters, speeches, calendars, monthly video news programs)
- Electricity deregulation (presentations aimed at educating customers about this issue)
- Supervision of student interns

Other responsibilities:

- Board of Trustees, Employees' Responsible Government Assoc. (1994 -2004)
- Chairman, Employee Safety Action Committee (1997 & 1998)
- Chairman, Employee American Heart Walk Campaign (1997)
- Co-chairman, Employee United Way Campaign (1995, 1996, 2000-2003)
- Co-chairman, Employee March of Dimes Campaign (1995)

PROFESSIONAL HISTORY, continued

SEMINARS

- Martel & Assoc. Persuasive Media Interview Seminar, Radnor, PA (2004)
- Dale Carnegie Training, Allentown, PA (2004)
- Fundamentals of Energy Management, Newark, DE (2002)
- Maryland Coal Association Conference, Rocky Gap, MD (2001)
- Maryland-DC Utilities' Conference, Rocky Gap, MD (2000)
- Career Management in Today's Workplace, Salisbury, MD (1998)
- Basic Business Decision Making Workshop, Harrington, DE (1997)
- How to Overcome Negativity in the Workplace, Salisbury, MD (1997)
- Stress Management, Salisbury, MD (1997)
- Using the Internet, Salisbury, MD (1996)
- How to Deal with the Media during Legal Crises, Washington, DC (1994)
- Evelyn Wood Reading Dynamics for Business Professionals, Wilm., DE (1993)
- How to Handle Conflict and Manage Anger, Wilmington, DE (1993)
- How to Create Newsletters People Will Read, Wilmington, DE (1992)
- Creative Corporate Writing, Cincinnati, OH (1992)
- Environmental Seminars, Denver, CO (1990 & 1991)
- Practical Environmental Law Seminar, Williamsburg, VA (1989)

PROFESSIONAL & COMMUNITY MEMBERSHIPS

- Humane Society of Wicomico County, Board Member, (2013)
- United Way of the Lower Eastern Shore – Community Investment Committee (2007 – 2012)
- Public Relations Society of America (1989 - 2004)
- Bullhead City (AZ) Rotary Club (2004)
- Bullhead City (AZ) Chamber of Commerce Ambassadors Committee (2004)
- Salisbury (MD) Chamber of Commerce Public Relations & Marketing Committee, Chairman (2002 - 2003)
- Wicomico Rotary Club, Salisbury, MD (2001 - 2003)
- Art Institute & Gallery, Salisbury, MD (2002)
- Friends of the Salisbury Zoo, (1995 – 2004)
- Arthritis Foundation, Maryland Chapter, Board Member (1998 - 2002)
- American Lung Association of Maryland, Board Member (1997 - 2000)
- Nanticoke Watershed Alliance, Board Member (1996 - 2000)
- Assateague Coastal Trust, Board Member (1995 - 2000)
- Junior Achievement of Maryland's Eastern Shore, Board Member (1995)
- Delaware Nature Society (1989 - 1994)

PROFESSIONAL AWARDS

- **First Place Award - 1992 Utility Communicators International Better Communications Contest. The award recognized my public relations work in promoting Delmarva Power's environmental stewardship program.**
- **American Lung Association of Maryland's 1997 Distinguished Service Award in the field of Tobacco Prevention.**

RESOLUTION NO. 2319

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BE IT RESOLVED by the City of Salisbury, Maryland that the following individual is appointment to the Zoo Commission for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Matt Likovich	12/31/2016

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 August 2013.

Kimberly R. Nichols
CITY CLERK

Jacob R. Day
COUNCIL PRESIDENT

APPROVED BY ME THIS
_____ day of August 2013.

James Ireton, Jr.
MAYOR

Office of Community Development

MEMO

To: Tom Stevenson

From: Deborah Stam

**Subject: Resolution of Support for the FY 2014
Community Legacy Application -
Rehabilitation Grants for Downtown Businesses**

Date: August 16, 2013

As you are aware, we have submitted a Community Legacy (CL) funding application to the Maryland Department of Housing & Community Development (DHCD) for the FY 2014 funding round. This application is for \$150,000 in CL funds to provide a pot of money for rehabilitation grants which will be awarded to owners of businesses located in Downtown Salisbury for interior and/or exterior improvements to the permanent structure in which their business is housed. This amount of funding will allow us to assist at least five (5) business owners with grants of up to \$30,000 each. A copy of the Executive Summary page of the Community Legacy application is attached, along with a copy of the Sustainable Community Area boundaries map.

The Community Legacy application requires a Resolution of Support for funding consideration. Unfortunately, we were not able to get the resolution on the City Council agenda in time to get it passed before the application due date. However, we received permission from DHCD to submit the application with an un-signed resolution, with the understanding that we will forward the signed copy as soon as the resolution is passed.

Attached is the Resolution of Support for the FY 2014 Community Legacy funding application for *Rehabilitation Grants for Downtown Businesses*. Please forward this Resolution to the City Council so that it may be placed on their agenda for the meeting on August 26, 2013.



Deborah J. Stam
Community Development Director

Attachments

COMMUNITY LEGACY APPLICATION

APPLICANT: City of Salisbury

NAME OF SUSTAINABLE COMMUNITY: Salisbury

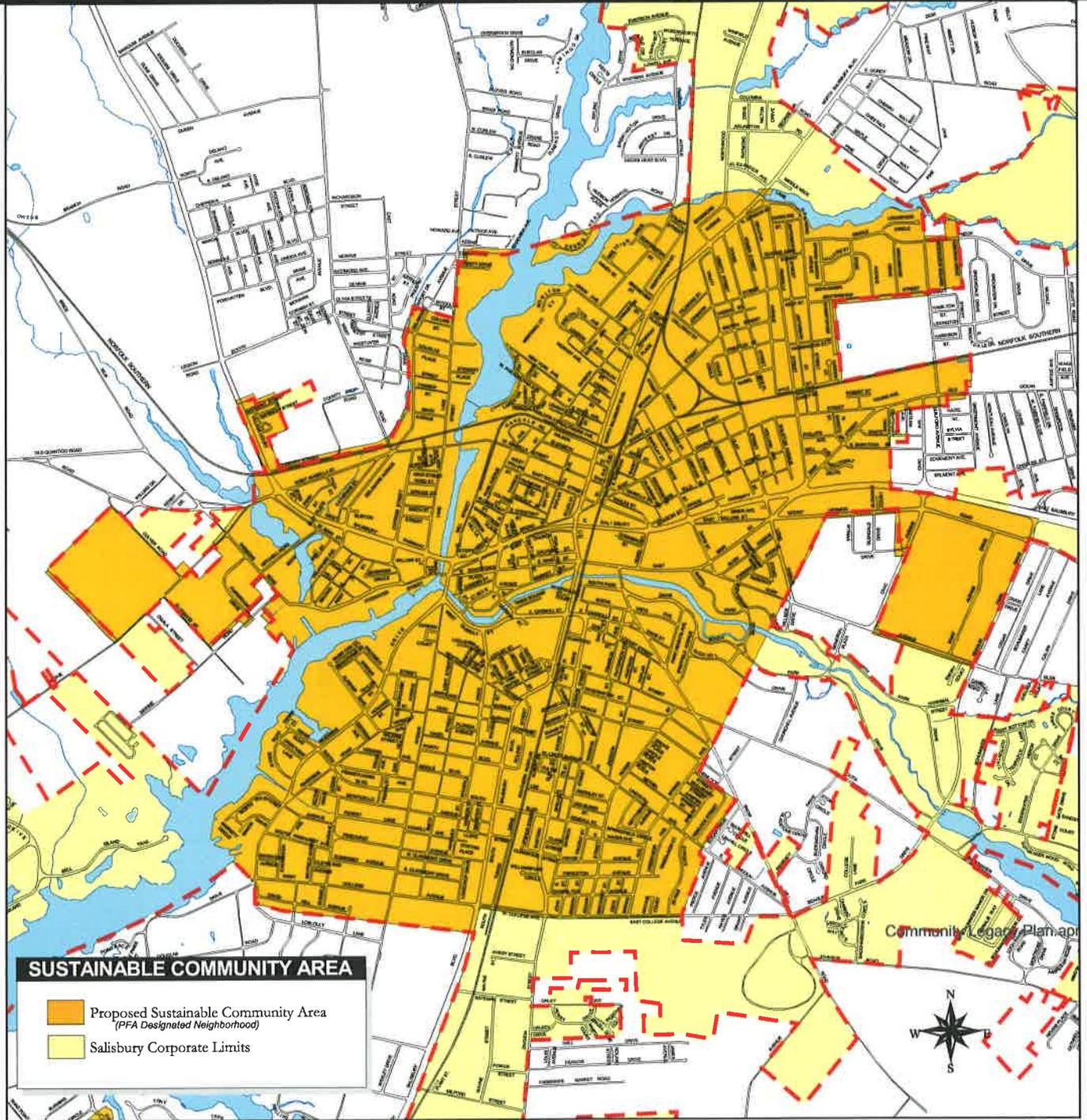
EXECUTIVE SUMMARY

The City of Salisbury Department of Community Development will offer grants to local business owners for the rehabilitation of their buildings located in the Downtown Salisbury section of the Sustainable Community area. These grant funds may be utilized for interior and/or exterior improvements to the building.

This program is designed to aid in the revitalization of the Downtown area by fostering the growth of new businesses and assisting expanding businesses. The objectives are to improve the physical appearance of both the interiors and exteriors of commercial and mixed use buildings and to increase the City's tax base. This program also helps to preserve historically architecturally significant structures and address safety issues by eliminating code deficiencies.

This activity will directly impact at least five (5) business owners in the Downtown area by providing them with up to \$30,000 in grant funds for building rehabilitation projects. Well-maintained buildings act as a stabilization force within the community, while extensive deterioration invites vandalism and the onset of de-stabilization.

CITY OF SALISBURY



City of Salisbury *"Sustainable Community Area"*



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RESOLUTION NO. 2320

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND TO APPROVE A MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, COMMUNITY LEGACY GRANT APPLICATION FOR FUNDS TO PROVIDE REHABILITATION GRANTS TO OWNERS OF BUSINESSES LOCATED IN DOWNTOWN SALISBURY FOR INTERIOR AND/OR EXTERIOR IMPROVEMENTS TO THE PERMANENT STRUCTURE IN WHICH THEIR BUSINESS IS HOUSED.

WHEREAS, the Maryland Department of Housing and Community Development (DHCD) has solicited applications from eligible jurisdictions to apply for funding under the Community Legacy Grant Program for FY 2014; and

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

WHEREAS, DHCD, either through Community Legacy or through other Programs of the Department, or in cooperation with other State Departments or agencies, may provide some or all of the financing for the Project (the "Project Financing") in order to assist in making it financially feasible; and

WHEREAS, the Project is located within a priority funding area under Section 5-7B-02 of the Smart Growth Act and the Project will conform to the local zoning code; and

WHEREAS, the applicable law and regulations require approval of the Community Legacy Project and the Project Financing by the City Council and the Mayor of the City of Salisbury.

NOW, THEREFORE, BE IT RESOLVED THAT, the Council of the City of Salisbury, Maryland does hereby authorize the submission of an application for Community Legacy funds to forward the City's revitalization initiatives. This will be accomplished by applying for **\$150,000** to provide funds for rehabilitation grants which will be awarded to owners of businesses located in Downtown Salisbury for interior and/or exterior improvements to the permanent structure in which their business is housed.

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 Community Legacy Board.

THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on August 26, 2013, and is to become effective immediately.

46 _____
47 Kimberly R. Nichols
48 CITY CLERK

46 _____
47 Jacob R. Day
48 COUNCIL PRESIDENT

49 APPROVED BY ME THIS

50 _____ day of August, 2013

54 _____
55 James Ireton, Jr.
56 Mayor

Office of Community Development

MEMO

To: Tom Stevenson

From: Deborah Stam

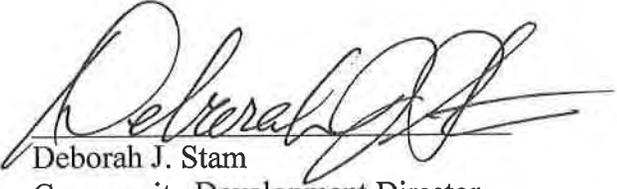
**Subject: Resolution Accepting a Donation from the
Salisbury Skatepark Committee, Inc. of
Matching Funds for the Salisbury Skatepark, Phase 1**

Date: August 16, 2013

The Community Parks & Playgrounds (CP&P) grant application for the Salisbury Skatepark, Phase 1 included a matching funds commitment in the amount of \$7,000 from the Salisbury Skatepark Committee, Inc. This match was to be provided by the Committee through the proceeds that they had raised through their numerous fundraising events.

Now that the CP&P grant funds have been accepted and the project is underway, the Salisbury Skatepark Committee wishes to present the City with a check for the matching funds that they have pledged for Phase 1 of the Skatepark.

Attached is a Resolution accepting the \$7,000 in matching funds from the Salisbury Skatepark Committee, Inc. Please forward this Resolution to the City Council so that it may be placed on their agenda for the meeting on August 26, 2013.


Deborah J. Stam
Community Development Director

Attachments

1
2
3
4 **RESOLUTION NO. 2321**
5

6 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND ACCEPTING A
7 DONATION IN THE AMOUNT OF \$7,000.00 FROM THE SALISBURY SKATEPARK
8 COMMITTEE, INC. AS THE MATCHING FUNDS PLEDGED FOR THE COMMUNITY
9 PARKS & PLAYGROUNDS GRANT RECEIVED FROM THE MARYLAND DEPARTMENT
10 OF NATURAL RESOURCES FOR THE SALISBURY SKATEPARK, PHASE 1.
11

12 WHEREAS, the City of Salisbury has a large number of youth (and many adults) that love
13 to go skateboarding, but they have nowhere locally that they can skate; and
14

15 WHEREAS, the City wishes to provide a public skatepark for our local youth that is free of
16 charge, so that they may continue to enjoy what is becoming an increasingly popular sport; and
17

18 WHEREAS, the Salisbury Skatepark project will serve to expand the commitment that our
19 community has made to our local youth, by providing yet another amenity to serve their health,
20 social and recreational needs; and
21

22 WHEREAS, the City has received a Community Parks & Playgrounds (CP&P) grant from
23 the Maryland Department of Natural Resources for the Salisbury Skatepark, Phase 1; and
24

25 WHEREAS, the Salisbury Skatepark Committee, Inc. has pledged to provide matching
26 funds for that CP&P grant in the amount of \$7,000.
27

28 NOW, THEREFORE, BE IT RESOLVED THAT, the City of Salisbury, Maryland does
29 hereby accept a matching contribution of \$7,000.00 from the Salisbury Skatepark Committee, Inc.
30 for Phase 1 of the Salisbury Skatepark.
31

32 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council
33 of the City of Salisbury, Maryland held on August 26, 2013, and is to become effective
34 immediately.
35
36
37

38 _____
39 Kimberly R. Nichols
40 CITY CLERK
41

Jacob R. Day
COUNCIL PRESIDENT

42
43
44 APPROVED BY ME THIS
45 _____ day of August, 2013.
46
47
48

49 _____
50 James Ireton, Jr.
51 MAYOR
52

City of Salisbury



JAMES IRETON JR.
MAYOR

TOM STEVENSON
ACTING CITY ADMINISTRATOR



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



BARBARA DUNCAN
CHIEF OF POLICE

August 9, 2013

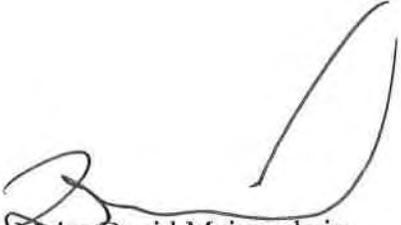
TO: Tom Stevenson
Acting City Administrator

FROM: Major David Meienschein

SUBJECT: Resolution – MOU and Acceptance of Grant funds

Attached, please find a Resolution allowing the Chief of Police to sign a Memorandum of Agreement between the Wicomico County Circuit Court Adult Drug Treatment Court Program and the Salisbury Police Department to accept grant funds in the amount of \$18,304.00. These funds from the Office of Problem Solving Courts Discretionary Grant Adult Drug Court Program will be utilized for overtime reimbursement for officers to conduct curfew and contract compliance checks on the individuals who are participating in the program.

Unless you, or the Mayor, have further questions, please forward this Resolution to the City Council.



Major David Meienschein
Administrative Commander

Attachment

1 RESOLUTION NO. 2322

2
3 A RESOLUTION OF THE CITY OF SALISBURY ALLOWING THE CHIEF OF
4 POLICE TO SIGN A MEMORANDUM OF AGREEMENT BETWEEN THE WICOMICO
5 COUNTY CIRCUIT COURT ADULT DRUG TREATMENT PROGRAM AND THE
6 SALISBURY POLICE DEPARTMENT AND TO ACCEPT GRANT FUNDS FROM THE
7 OFFICE OF PROBLEM SOLVING COURTS DISCRETIONARY GRANT ADULT DRUG
8 COURT PROGRAM TO PROVIDE OVERTIME REIMBURSEMENT TO POLICE
9 OFFICERS CONDUCTING CURFEW AND CONTRACT COMPLIANCE CHECKS ON
10 CLIENTS IN THE CITY OF SALISBURY.

11
12 WHEREAS, the Wicomico County Circuit Court Drug Treatment Program and the
13 Salisbury Police Department will enter into a Memorandum of Agreement to fully cooperate in
14 serving the people of Salisbury/Wicomico County; and

15
16 WHEREAS, the Office of Problem Solving Courts has awarded the Salisbury Police
17 Department a grant of \$18,304.00 to provide funds for overtime reimbursement; and

18
19 WHEREAS, these overtime funds will be used for officers conducting curfew and
20 contract compliance checks to reduce the number of repeat drug crimes committed by addicted
21 drug offenders and to increase the completion percentage of those who are court ordered into
22 substance abuse treatment; and

23
24 WHEREAS, the use of overtime funding will provide for effective court supervision and
25 return repeat offenders to the community as productive law abiding citizens.

26
27 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
28 OF SALISBURY, MARYLAND that the Chief of Police be allowed to sign the Memorandum of
29 Agreement and accept grant funds of \$18,304.00 to be used for overtime reimbursement to
30 reduce the number of repeat crimes committed by addicted offenders and increase the level of
31 safety for the citizens of Salisbury/Wicomico County.

32
33 THIS RESOLUTION was duly passed at a meeting of the Council of the City of
34 Salisbury held on _____, 2013 and is to become effective immediately upon adoption.

35
36 ATTEST:

37
38 _____
39 Kimberly R. Nichols, City Clerk

Jacob R. Day, President
Salisbury City Council

40
41 APPROVED BY ME THIS:

42
43 _____ day of _____, 2013

44
45 _____
46 James Ireton Jr., Mayor



JAMES IRETON, JR.
MAYOR
TOM STEVENSON
ACTING CITY ADMINISTRATOR

MARYLAND
699 W. SALISBURY PARKWAY
SALISBURY, MD 21801
TEL: 410-548-3165
August 1, 2013

BARBARA DUNCAN
CHIEF OF POLICE

TO: Tom Stevenson
FROM: Major David Meienschein
SUBJECT: Resolution – Memorandum of Understanding – 511 Decatur Ave

Attached, please find a Resolution to enter into a Memorandum of Understanding with The Wicomico Housing Authority to utilize the property located at 511 Decatur Ave as a city service center. The MOU is for a period of 3 years. The city of Salisbury will invest in the property by refurbishing the exterior and interior of the property. These improvements are necessary in order to inhabit the building which has sat vacant for some time and is in need of repair. An estimated cost of these repair are \$10,000.

The investment in and use of this property will greatly enhance the capability of Salisbury public services such as police, code compliance, and public works by providing a satellite location to conduct city business, provide additional workspace, and provide a location to have community meetings in an area of the city that is in need of enhanced services.

At the end of the 3 year MOU the property may be returned to The Wicomico Housing Authority with repairs in place at no cost to the housing authority unless the city and the housing authority both agree to reenter into another MOU extending use of the property to the city.

Unless you, or the Mayor, have further questions, please forward this Resolution to the City Council.


Major David Meienschein
Administrative Commander

Attachment

1 RESOLUTION NO. 2323

2
3 A RESOLUTION OF THE CITY OF SALISBURY TO ENTER INTO A MEMORANDUM
4 OF UNDERSTANDING ACCEPTING USE OF AND AUTHORIZATION TO CONDUCT
5 REPAIR ON 511 DECATUR AVENUE FOR THE PURPOSE OF UTLIZING THE PROPERTY
6 AS A CITY SERVICE CENTER.

7
8 WHEREAS, The City of Salisbury will enter into a 3 year MOU agreement with The
9 Wicomico Housing Authority for the use of 511 Decatur Ave as a city service center; and,

10
11 WHEREAS, the city of Salisbury will invest in refurbishment to the exterior and interior of
12 the property for suitable accommodations so the property may be utilized as a city service center;
13 and,

14
15 WHEREAS, the refurbishment to the property will be at the expense of the city of Salisbury
16 which is estimated at \$10,000; and,

17
18 WHEREAS, the police department currently has funds available in the police services
19 building maintenance account to cover the estimated cost of the refurbishment of the property.

20
21
22 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
23 SALISBURY, MARYLAND authorizes the city to enter into a 3 year MOU with the Wicomico
24 Housing Authority for the use of 511 Decatur Ave as a city service center.

25
26 THIS RESOLUTION was duly passed at a meeting of the Council of the City of Salisbury
27 held on _____, and is to become effective immediately upon adoption.

28
29 ATTEST:

30
31 _____
32 Kimberly R. Nichols
33 City Clerk

34 _____
35 Jacob R. Day, President
36 Salisbury City Council

37 APPROVED BY ME THIS:

38
39 _____ day of _____, 2013

40
41
42
43 _____
44 James Ireton, Jr., Mayor

Wicomico County Housing Authority
911 Booth Street
Salisbury, Maryland 21801-3005
(410) 749-1383
Fax (410) 749-8792
TDD 1-800-545-1833

JUNE 18, 2013

MEMORANDUM OF UNDERSTANDING

WITH SALISBURY POLICE DEPARTMENT
511 DECATUR AVE
SALISBURY, MARYLAND 21801

PLEASE BE ADVISED THAT THE WICOMICO COUNTY HOUSING AUTHORITY AND THE SALISBURY POLICE DEPARTMENT HAVE ENTERED INTO AGREEMENT THAT THE DEPARTMENT WILL OCCUPY THE PREMISES KNOWN AS 511 DECATUR AVENUE FOR THE PURPOSE OF A POLICE SUBSTATION, WITH AN APPROVAL EFFECTIVE DATE OF JUNE 18, 2013 UNTIL NOVEMBER 23, 2015. AFTER THE 3 YEARS, YOU CAN JUST REQUEST ANOTHER 3 YEAR APPROVAL. THIS SUBSTATION WILL BE MAINTAINED SOLELY BY THE CITY OF SALISBURY BUT NOT LIMITED TO THE FOLLOWING:

1. ALL UTILITIES WILL BE MAINTAINED BY THE CITY OF SALISBURY. THE CITY OF SALISBURY WILL REIMBURSE WICOMICO COUNTY HOUSING AUTHORITY FOR WATER, SEWER AND TRASH.
2. THE CITY OF SALISBURY WILL MAINTAIN THE EXTERIOR LANDSCAPING.
3. ALL REPAIRS DURING LEASING WILL BE THE CITY OF SALISBURY RESPONSIBILITY AND COST.
4. ANY UPGRADES OR CHANGES WILL BE DONE AT THE EXPENSE OF THE CITY, I.E. REMOVAL OF THE WALLS OR STRUCTURE CHANGES.
5. AT THEIR REQUEST WICOMICO COUNTY HOUSING AUTHORITY WILL SCHEDULE AN INSPECTION AT LEAST ONCE A YEAR.
6. AT THE END OF THE APPROVAL TIME THE CITY WILL BE RESPONSIBLE FOR RESTORING THE RESIDENCE TO ITS ORIGINAL STATE. AFTER INSPECTION OF THE PROPERTY THE FOLLOWING OBSERVATIONS WERE MADE. THE WINDOW FRAMES AND WINDOWS IN AT LEAST THREE LOCATIONS NEED TO

REPLACED DUE TO WATER DAMAGE, AND ROTTING WOOD. THERE WILL BE SOME LEAD PAINT ABATEMENT NECESSARY. ALL UTILITIES INCLUDING THE REFRIGERATOR, WATER HEATER, AND STOVE NEED TO BE REPAIRABLE. THE HEATING SYSTEM, PLUMBING, AND ELECTRICAL SYSTEM NEED TO BE INSPECTED AND BROUGHT BACK INTO CODE. THE PROPERTY AS IT STANDS AT THE MOMENT NEEDS TO BE COMPLETELY GUTTED OUT. THE OLD APPLIANCES BROKEN GLASS, CLOTHING NEED TO BE REMOVED AND THE ENTIRE PROPERTY CLEANED, DISINFECTED, AND TREATED BY A PEST CONTROL SERVICE. THE FRONT DOOR AND STORM DOOR NEEDS TO BE REPLACED. THE FRONT AND SIDE STEPS NEED TO BE LEVELED AND STABILIZED. LASTLY, THE BLACK MOLD UNDERNEATH THE HOUSE NEEDS TO BE ABATED, ALONG WITH REPLACEMENT OF MISSING INSULATION.

SO AS YOU CAN SEE, THE CITY WILL HAVE QUITE THE INVESTMENT IN THE PROPERTY TO TURN IT INTO A SAFE AND FUNCTIONAL PROPERTY. THE CITY IS WILLING TO ACCOMPLISH THIS TASK BECAUSE WE BELIEVE IT IS IN THE BEST INTEREST ON THE COMMUNITY NOT ONLY TO MAKE THE REPAIRS BUT ALSO TO ESTABLISH A LOCATION FOR ADDITIONAL POLICE PRESENCE.

IN RETURN WE WOULD ASK FOR A COMMITMENT BUILT INTO THE MOU ALLOWING THE PROPERTY TO REMAIN UNDER CITY CONTROL FOR A PERIOD OF 3 YEARS. AT THE END OF THIS PERIOD THE CITY WOULD RELINQUISH THE PROPERTY BACK TO THE OWNER OR COULD REMAIN AT THE LOCATION AT THE DISCRETION OF THE OWNER AND CITY ON A YEAR TO YEAR BASIS. THE CITY RETAINS THE RIGHT TO END THE CONTRACT AT ANY TIME WITH 30 DAYS' NOTICE; HOWEVER, THE OWNER OF THE PROPERTY WOULD STILL RETAIN POSSESSION OF ALL OF THE UP- GRADES.

WHEN THE DECISION TO RETURN CONTROL OF THE PROPERTY BACK TO THE OWNER THE PROPERTY WILL BE RETURNED WITH NORMAL WEAR AND TEAR. ALL UPGRADES INCLUDING APPLIANCES WILL REMAIN. THE WALL THAT HAS BEEN IDENTIFIED FOR REMOVAL WILL ALSO BE REPLACED.

7. THE WICOMICO HOUSING AUTHORITY WILL NOT BE LIABLE FOR WHATEVER OCCURS IN THE DWELLING BEYOND THE STRUCTURE ITSELF.
8. THE CITY OF SALISBURY WILL BE RESPONSIBLE FOR THE DAY TO DAY OPERATIONS OF DWELLING AND WILL BE COVERED UNDER THE CITY INSURANCE POLICY.
9. THE INCLUSIVE DATES OF THIS 3 YEAR MOU WOULD GO INTO EFFECT ON THE DATE THAT THIS MEMORANDUM IS SIGNED BY THE PROPERTY OWNER OR AUTHORIZED DESIGNEE AND AN AUTHORIZED PERSON ON BEHALF OF THE CITY OF SALISBURY, MD.

Representative City of Salisbury

Date

Narcinda Church – Director

Date

City of Salisbury



MARYLAND



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

JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
INTERIM CITY ADMINISTRATOR

VACANT
ASSISTANT CITY ADMINISTRATOR

KEITH CORDREY
DIRECTOR OF INTERNAL SERVICES
PROCUREMENT DIVISION

COUNCIL AGENDA

August 26, 2013

			page
1.	Surplus-Fire Hose	\$0.00	-2-
2.	Surplus-Personal Protective Equipment	\$0.00	-5-
3.	Surplus-SFD Fleet Vehicle	\$0.00	-8-
4.	Surplus-Patrol Vehicle 31	\$0.00	-10-

City of Salisbury



MARYLAND



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

KEITH CORDREY
DIRECTOR OF INTERNAL SERVICES
PROCUREMENT DIVISION

JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
INTERIM CITY ADMINISTRATOR

VACANT
ASSISTANT CITY ADMINISTRATOR

COUNCIL AGENDA

August 26, 2013

TO: Mayor and City Council

SUBJECT: Surplus-Old Fire Hose

The Procurement Department received a request from the Fire Department to declare the following fire hose surplus:

Quantity	Description
2 Sections	5" supply line
2 Sections	3" supply line
3 Sections	2.5" attack line
4 Sections	1.75" attack line
1 Section	1.5" attack line
2 Sections	1" forestry line

Upon declaration of surplus, as approved by Council, the aforementioned fire hose will be disposed of. Additional details are noted in the department memo.

Thank you,

Catrice L. Parsons

Assistant Director Internal Services-Procurement and Parking



From the Office of the Fire Chief

To: Catrice Parsons, Deputy Director Internal Services

Date: 12 August 2013

From: Richard A. Hoppes, Fire Chief

Subject: Surplus of Old Fire Hose

The Maintenance and Supply Section officer, Lt. Hoppes, has notified me that we have a number of sections of fire hose that have failed their annual service test in accordance with NFPA 1962: Standard for the Inspection, Care, and Use of Fire Hose, Couplings, and Nozzles and the Service Testing of Fire Hose. Each of the sections of fire hose has reached or surpassed their usable life for fire suppression services. The following is a list of those items and their associated (new/replacement) costs:

• 5" supply line:	2 sections each	X	\$ 589.00	=	\$ 1178.00
• 3" supply line:	2 sections each	X	\$ 217.00	=	\$ 651.00
• 2.5" attack line:	3 section each	X	\$ 158.00	=	\$ 474.00
• 1.75" attack line:	4 sections each	X	\$ 113.00	=	\$ 452.00
• 1.5" attack line:	1 sections each	X	\$ 110.00	=	\$ 110.00
• 1" forestry line:	2 sections each	X	\$ 102.00	=	<u>\$ 204.00</u>
			Total		\$ 3069.00

The Department has contacted several City DPW sections to see if they can use the hose for non-firefighting purposes and did not find there to be a need for these items in other areas of the City. Therefore I have directed Lt. Hoppes to remove these items from service and box them up to prevent them from inadvertently being placed in service. By virtue of this memorandum I am asking to have these items declared surplus with the intent to dispose of them in accordance with the NFPA 1962 standard by destroying them to prevent them from being utilized as suppression equipment in the fire service, thus avoiding a potential litigious

situation for the department and the City. Should you have need of further information please do not hesitate to call on me.

cc: File

City of Salisbury



MARYLAND



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

JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
INTERIM CITY ADMINISTRATOR

VACANT
ASSISTANT CITY ADMINISTRATOR

KEITH CORDREY
DIRECTOR OF INTERNAL SERVICES
PROCUREMENT DIVISION

COUNCIL AGENDA

August 26, 2013

TO: Mayor and City Council

SUBJECT: Surplus-Personal Protective Equipment

The Procurement Department received a request from the Fire Department to declare the following personal protective equipment ("PPE") surplus:

Quantity	Description
52	Turnout Coats
50	Turnout Pants

Upon declaration of surplus, as approved by Council, the aforementioned PPE will be disposed of. Additional details are noted in the department memo.

Thank you,

Catrice L. Parsons

Assistant Director Internal Services-Procurement and Parking



*From the Office of the
Fire Chief*

A blue handwritten signature, likely of Richard A. Hoppes, is written over the "From:" line of the memo.

To: Catrice Parsons, Deputy Director Internal Services

Date: 12 August 2013

From: Richard A. Hoppes, Fire Chief

Subject: Surplus of Personal Protective Equipment

The Maintenance and Supply Section officer, Lt. Hoppes, has notified me that we have a number of pieces of turn out gear that according to NFPA 1851, "Standard on the Selection, Care, and Maintenance of Protective Structural Fire Fighting and Proximity Fire Fighting – 2008 Edition", has reached or surpassed their usable life as an interior structural firefighting ensemble. The following is a list of those items and their associated (new/replacement) costs:

- Turnout Coats: 52 ea. X \$875.00 = \$45,500.00

- Turnout Pants: 50 ea. X \$660.00 = \$33,000.00

Total \$78,500.00

In accordance with NFPA 1851 Section 10.1.2, "Structural fire fighting ensembles and ensemble elements *shall* (emphasis added) be retired in accordance with 10.2.1, no more than 10 years (emphasis added) from the date the ensembles or ensemble elements were manufactured." This is further explained in Annex 'A' of the standard in Section A.10.1.2 where it states, "After discussion of the concept of mandatory retirement for protective elements, the consensus of the technical committee, led by the fire service segment, is that the life of a turnout suit is generally less than 10 years."

The standard also provides guidance on the proper method of disposing of the retired articles. According to Section 10.2.1, "Retired structural fire fighting ensembles and ensemble

elements and proximity fire fighting ensembles and ensemble elements ***shall*** (emphasis added) be destroyed or disposed of in a manner ensuring that they will not be used in any fire fighting or emergency activities, including live fire training.”

I have directed Lt. Hoppes to remove these items from service and box them up to prevent them from inadvertently being placed in service. By virtue of this memorandum I am asking to have these items declared surplus with the intent to dispose of them in accordance with the NFPA 1851 standard by destroying them to prevent them from being utilized as structural firefighting gear, thus avoiding a potential litigious situation for the department and the City. Should you have need of further information please do not hesitate to call on me.

cc: File

City of Salisbury



MARYLAND



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

JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
INTERIM CITY ADMINISTRATOR

VACANT
ASSISTANT CITY ADMINISTRATOR

KEITH CORDREY
DIRECTOR OF INTERNAL SERVICES
PROCUREMENT DIVISION

COUNCIL AGENDA

August 26, 2013

TO: Mayor and City Council

SUBJECT: Surplus-Fire Department Fleet Vehicle

The Procurement Department received a request from the Fire Department to declare the following vehicle surplus:

Make	Model	Year	VIN#
Ford	Crown Victoria	1997	2FALP71W3VX124346

Upon declaration of surplus, as approved by Council, the aforementioned vehicle will be sold at auction. Additional details are noted in the department memo.

Thank you,

Catrice L. Parsons

Assistant Director Internal Services-Procurement and Parking



*From the Office
of the
Fire Chief*

To: Catrice Parsons, Deputy Director Internal Services **Date:** 12 August 2013

 **From:** Richard A. Hoppes, Fire Chief

Subject: Request to Surplus Vehicle – 1997 Ford Crown Victoria

The Department has the need to surplus one of its fleet vehicles. This declaration is pursuant to the vehicle being placed out of service permanently due the engine becoming inoperable and it has been determined that replacing it would cost more than the total value of the vehicle. The vehicle is available for declaration as surplus property and appropriate disposition. By City Code, only the Council can authorize such a declaration. As such I am requesting that you seek the Council's authorization to declare the property listed below as surplus property and dispose of the vehicle by sale or auction.

Unit Identification:	EMS 1
VIN:	2FALP71W3VX124346
Make/Model:	1997 Ford Crown Victoria
Current Odometer:	153,155
Condition:	Body – Poor Engine – Poor

Thank you for your consideration on this matter and should you have questions or require additional information please feel free to contact me immediately.

cc: File

City of Salisbury



MARYLAND

Salisbury



2010

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

KEITH CORDREY
DIRECTOR OF INTERNAL SERVICES
PROCUREMENT DIVISION

JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
INTERIM CITY ADMINISTRATOR

VACANT
ASSISTANT CITY ADMINISTRATOR

COUNCIL AGENDA

August 26, 2013

TO: Mayor and City Council

SUBJECT: Surplus-Patrol Vehicle 31

The Procurement Department received a request from the Police Department to declare the following vehicle surplus:

Make	Model	Year	VIN#
Ford	Crown Victoria	2000	2FAFP71WXYX210299

Upon declaration of surplus, as approved by Council, the aforementioned vehicle will be relinquished to Brethren Mutual Inc. with its title after the City receives the check from Brethren in the amount of \$4,535.50 for the book value of the vehicle. Additional details are noted in the department memo.

Thank you,

Catrice L. Parsons

Assistant Director Internal Services-Procurement and Parking

City of Salisbury



JAMES IRETON JR.
MAYOR

TOM STEVENSON
ACTING CITY ADMINISTRATOR



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



BARBARA DUNCAN
CHIEF OF POLICE

August 12, 2013

TO: Catrice Parsons-Asst. Dir. Internal Services-Procurement Department

FROM: Robert K. Perry, Quartermaster

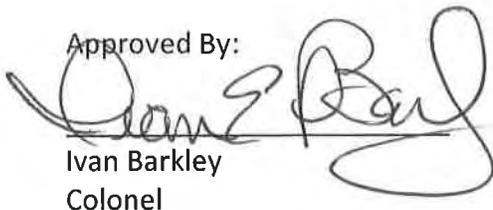
VIA: Col. Ivan Barkley

SUBJECT: Surplus-Patrol Vehicle 31

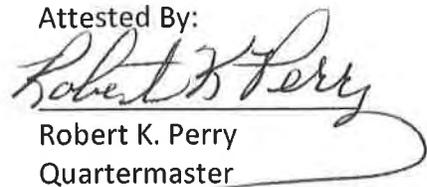
On July 19, 2013 patrol vehicle 31 was involved in a motor vehicle accident at the corner of Route 50 and Boundary Street; resulting in major damage to the patrol vehicle. Patrol vehicle 31 had to be towed to the Police department. The accident was deemed the fault of Brethren Mutual Incorporated's client, not the Officer involved in the accident. Brethren Mutual Inc. sent an insurance appraiser to evaluate patrol vehicle 31; a 2000 Ford Crown Victoria, VIN# 2FAP71WXYX210299 with 136,173 miles. Brethren's independent appraiser deemed patrol vehicle 31 as a total loss, due to the cost of repairs and high mileage.

Brethren will be issuing the City of Salisbury a check for the value of the vehicle in accordance with the blue book value. Salisbury Police Department is requesting Council to declare patrol vehicle 31 surplus and relinquish the vehicle with its title to Brethren Mutual Inc. after the City's receipt and acceptance of the aforementioned check.

Approved By:


Ivan Barkley
Colonel

Attested By:


Robert K. Perry
Quartermaster

Vehicle Total Loss Worksheet

Claim# 550325 City of Salisbury

Vehicle:	Year, Make & Model 2000 Ford Crown Vic 2FAFP71WXYX210299			wmoore		
	Mileage 136173	Condition good				
Value:	NADA Retail Book Value		Dealer Quotes			
Month of Book :	July	Base	: \$3775	Dealer	Salesman	Quote
Options:						
Mileage Factor (+ or -):			+\$400	Total Book Value:		
Reconditions (-) or Prior Dmg:				Total:		
Total Book Value:			\$4175.00	Actual Cash Value:		

Settlement:		Method:	
1st Offer ACV:	\$4175.00	<input checked="" type="checkbox"/> NADA <input type="checkbox"/> Red Book <input type="checkbox"/> Comb.	
Registration Tax:	\$250.50		
Tax Transfer & Title:	\$110.00	Explanation:	
Total:	\$4535.50		
Less deductible:	n/a		
Claim:	\$4535.50		

Salvage :(If left with owner)
If owner wishes to retain salvage, then advise that they are to obtain a salvage certificate, if applicable, and complete the following:

	Loss as determined by one of above methods:	
	Add towing and storage:	
	Less agreed salvage:	
	NET LOSS:	
	Less deductible:	
	Claim:	

Cc: Vehicle Owner

Memorandum

To: Council Members
CC: Mayor, James Ireton, Jr., Acting City Administrator, Tom Stevenson,
Assistant City Administrator, Dr. Loré Chambers
From: Catrice Parsons CP 8/21/13
Date: 8/21/2013
Re: Amended Resolution and Disposition Agreement for RFP 10-13 Old Fire
Station #16

Attached is a copy of Amended Resolution 2295 and the negotiated Disposition Agreement for Council's review and approval.

Resolution 2295 was passed at the July 08, 2013 Council session. There was significant discussion at this session about who had the authority to sign the Disposition Agreement. At the end of that meeting it was the opinion of staff that the Mayor had the approval authority as this was past practice on prior Disposition Agreements.

After much discussion, between City Administration and City legal counsel, the Administration feels that the appropriate course of action is to bring to Council the negotiated Disposition Agreement and the Amended Resolution giving the Mayor authority to sign the Disposition Agreement.

The Charter states;

- **2.36.051 Post auction procedure.**
 - After city council review, the city council shall decide whether to proceed with an award by resolution and a disposition contract to the successful bidder pursuant to Section 2.36.070, et seq.
- **2.36.070 Award of bid.**
 - The city council shall make an award by resolution and proceed to sell or dispose of the property pursuant to the terms of a disposition contract.... The city council may not convey such property until after the disposition contract is executed.

Section 2.36.051 was completed at the July 08, 2013 legislative session. There however is some discrepancy about Section 2.36.070 and who has authority to approve and sign the disposition contract and what that process should be.

Administration is of the opinion that after Council makes the award by resolution that gives Administration authority to negotiate the Disposition Agreement, with the associated terms per the Charter and the Development Proposal, and ultimately sign the document. However legal counsel is

August 21, 2013

of the opinion that the resolution with the negotiated disposition agreement, with associated terms per the Charter and the Development Proposal, go to Council for their approval.

Based on past practice the negotiation, between Administration and the Buyer, of the disposition agreement took place first and then approval of the resolution along with the negotiated disposition agreement have gone to Council for their approval and signature of the resolution giving the Mayor authority to sign the Disposition Agreement.

The Procurement Department requests Council's approval to approve the amended resolution and the negotiated disposition agreement for RFP 10-13 with G Plus Properties, LLC in the amount of \$85,000.00. However Administration is requesting that Section 2.36.070 be reviewed by Council and the Executive Office to firm up who has the appropriate authority and what the process should look like to accomplish Land Disposition and for any ambiguity to be eradicated.

1 **RESOLUTION NO. 2324**

2
3 A RESOLUTION OF THE CITY OF SALISBURY FOR THE PURPOSE OF ACCEPTING A
4 DISPOSITION CONTRACT BETWEEN THE CITY OF SALISBURY AND G PLUS
5 PROPERTIES, LLC SETTING FORTH THE TERMS AND CONDITIONS OF THE
6 REDEVELOPMENT OF THE OLD FIRESTATION #16 AS DETAILED IN G PLUS'
7 DEVELOPMENT PROPOSAL DOCUMENT.

8
9 WHEREAS the City of Salisbury declared the Old Fire Station #16 as surplus property on April
10 09, 2007; and

11
12 WHEREAS the City of Salisbury advertised for proposals for the redevelopment purchase of the
13 Old Fire Station #16 three times from December 6th, 2012 to December 20, 2012 pursuant to
14 SC16-8 et seq. and Chapter 2.36 of the City Code, and proposals were received on April 15,
15 2013; and

16
17 WHEREAS the City of Salisbury received one (1) proposal for the redevelopment purchase of
18 The Old Fire Station #16; and

19
20 WHEREAS the City of Salisbury is now, therefore, selecting the G Plus Properties, LLC's
21 proposal as the winning proposal; and

22
23 WHEREAS the City of Salisbury is in agreement to sell Old Fire Station #16 for \$85,000.00 to
24 G Plus Properties, LLC; and

25
26 WHEREAS, the Charter requires a Disposition Contract to be executed between the City of
27 Salisbury and G Plus Properties, LLC; and

28
29 WHEREAS the City of Salisbury and G Plus Properties, LLC have negotiated a Disposition
30 Contract which sets forth the terms and conditions of the purchase and development of the Old
31 Fire Station #16.

32
33 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
34 SALISBURY, in regular session on the 26th day of August, 2013, pursuant to proper authority
35 granted to it, as follows:

36
37 A. That the Disposition Contract between the City of Salisbury and G Plus Properties,
38 LLC is approved in the form attached hereto as Exhibit A.

39
40 B. That the Mayor is further authorized to take all actions as are necessary and proper to
41 effectuate the transaction contemplated herein.

42
43 BE IT FURTHER ENACTED AND RESOLVED that the award does not include any portion of
44 the street or any adjacent open space parcels, and

45
46 AND BE IT FURTHER ENACTED AND RESOLVED that this Resolution will take effect from
47 and after its passage.

48

49 This resolution was introduced and duly passed at a meeting of the Council of the City of
50 Salisbury, Maryland held on this 26th day of August, 2013, and is to become effective
51 immediately upon adoption.

52

53 ATTEST:

54

55

56 _____
57 Kimberly R. Nichols
58 CITY CLERK

Jacob R. Day, President
SALISBURY CITY COUNCIL

58

59 APPROVED by me this _____
60 day of _____, 2013.

61

62

63 _____
64 James Ireton, Jr., Mayor
CITY OF SALISBURY

Exhibit A – Development Proposal – Intended Uses

08.14.2013

WHEREAS, the Mayor and City Council have determined that the sale, lease or other transfer of control of such property should be conditioned upon and require a commitment from the purchaser to develop such property in a manner which will best promote and support the City and which will promote development, raise the City's tax base, make effective use of past investment and capital improvements and prevent land speculation.

The Purchaser intends to develop the property in accordance with all local zoning codes and ordinances consistent with uses permitted within the Central Business District of the City of Salisbury.

Disposition Contract

WHEREAS, the Mayor and City Council have determined that there is a strong public need for increased development in the City;

WHEREAS, the Mayor and City Council have determined that there is a surplus of unused City-owned property that should be developed;

WHEREAS, the Mayor and City Council, pursuant to the Salisbury Charter, SC 16-8, have the right to offer at public sale surplus property and make awards in the best interest of the City;

WHEREAS, City-owned surplus or unused property should be developed, not only in consideration of the highest bid price but in consideration of the type of development proposed, the design of the site and the preservation of significant buildings;

WHEREAS, the Mayor and City Council have determined that the sale, lease or other transfer of control of such property should be conditioned upon and require a commitment from the purchaser to develop such property in a manner which will best promote and support the City and which will promote development, raise the City's tax base, make effective use of past investment and capital improvements and prevent land speculation;

WHEREAS, the City has determined that it is in the best interest of the citizens of the City to sell the City's surplus property previously occupied by the Salisbury Fire Department;

WHEREAS, pursuant to the City's Charter and Ordinances, the Property was offered for sale and a bid has been received in the amount of Eighty-Five Thousand Dollars (\$85,000.00) for the purchase of said property;

WHEREAS, pursuant to Resolution No. 2295, the City was authorized to accept the aforesaid bid upon the terms and conditions set forth therein and, in addition, to include certain other requirements and obligations as the City determines; and

WHEREAS, the City Solicitor was authorized to prepare a Disposition Contract for the sale of the property.

THIS DISPOSITION CONTRACT is made this ____ day of _____, 2013, between the City of Salisbury, Maryland, ("Seller"), and G Plus Properties, LLC, a Maryland limited liability company located in Salisbury, Wicomico County, Maryland, ("Buyer").

The Seller does hereby bargain and sell unto Buyer, and Buyer does hereby purchase from Seller the following described property, situated in Salisbury, Wicomico County, State of Maryland:

A. All that land, together with the building previously occupied by the Salisbury Fire Department (the "Building"), and all appurtenances thereto belonging which are located at 115 South Division Street, Salisbury, Maryland, being more particularly described as all that lot or parcel of land designated and located at 115 South Division Street, on the southwest side of and binding upon Market Street and on the northwest side of and binding upon South Division Street, and on the west side of and binding upon Circle Avenue, shown on Maryland tax map 0107, grid 0014, parcel 0882, an accurate legal description of which is to be provided to the Seller by the Buyer; the Land and the Building, together with all appliances

and fixtures, not specifically excluded by the City, located in the Building are hereinafter collectively referred to as the "Property."

B. Buyer hereby agrees that Seller will reserve all appropriate easements for sidewalks and for installation and maintenance of utilities and roadways.

1. PURCHASE PRICE AND METHOD OF PAYMENT: The purchase price shall be EIGHTY-FIVE THOUSAND DOLLARS - - - - - (\$ 85,000.00) of which SEVEN THOUSAND FIVE HUNDRED DOLLARS - - - - - (\$ 7,500.00) shall have been paid prior to the signing of this contract. The deposit shall be held in a non-interest bearing escrow account of the City Solicitor with the deposit to be applied to the purchase price at settlement.

2. TO BE PAID IN THE FOLLOWING MANNER:

Buyer shall pay unto Seller cash at the time of settlement.

3. REPRESENTATIONS OF SELLER.

The Seller makes the following representations and warranties to the Buyer:

A. The Seller is the fee simple owner of the property described above, the outlines of which are to be formally established at the expense of Buyer who will prepare a survey, at its expense, to be used in the preparation of the deed from Seller to Buyer.

B. Seller hereby certifies to Buyer that there is no tenant with any right to possession of the property.

C. At the Settlement, there will be no contracts affecting the Property or any part thereof, no contracts or agreements for the management of the Property, or any part thereof, and there will be no commission due or owing in connection with any lease or on account of any tenancy or sale of the Property.

D. The Seller has no knowledge of any actions, suits or proceedings which have been instituted or threatened against or affecting the Property, at law or in equity, before any federal, state or municipal governmental commission, board, bureau, agency or instrumentality which will materially adversely affect the value, occupancy, use or operation of the Property. The Seller will give the Buyer prompt written notice of any such action, suit or proceeding arising subsequent to the date hereof and prior to the Settlement Date to the extent Seller acquires knowledge thereof.

E. The Seller has duly and validly authorized, executed and delivered this Agreement, and neither the execution and delivery of this Agreement nor its performance are restricted by or violate any legal, contractual or other obligation of the Seller.

F. There are no assessments for public improvements against the Property which remain unpaid, including, without limitation, those for construction of sewer or water lines or mains, streets, sidewalks and/or curbs.

G. To the best of the Seller's knowledge, all improvements on the Property lie within the boundaries of the property, but not withstanding this assertion, Buyer purchases this Property, as is, and, prior to settlement will, at its expense, satisfy itself of the legal boundaries of the Property and will provide a proposed plat and proposed legal description to the City Solicitor prior to settlement for his approval.

4. DELIVERY OF CERTAIN MATERIALS TO SELLER AND BUYER.

Promptly, but in no event later than _____ (___) days following the date hereof:

A. Buyer shall deliver to the City Solicitor its proposed survey and legal description of the property to be conveyed pursuant to this Agreement.

B. Seller shall deliver to Buyer a detailed list of all fixtures and personal property contained in or about the Property which are to be retained by the Seller, along with a proposed schedule for the removal of said personal from the Property.

5. ADDITIONAL UNDERTAKINGS.

A. Seller shall give to the Buyer and its agents, engineers, and other representatives full access to the Property during normal business hours, upon reasonable notice, during the period prior to the Settlement Date. During such period, the Seller shall furnish to Buyer all information concerning the Property which the Buyer may reasonably request. Buyer may, at its sole expense, make such engineering and other studies of the Property prior to the Settlement Date as it may deem necessary.

B. The Seller agrees that, from the date of this Agreement to the Settlement Date, it will:

(i) Operate the Property only in the ordinary course and usual manner and that it will not enter into any new lease or enter into any agreement that will encumber the Property.

(ii) Not become a party to any service contract or similar agreement with respect to or affecting the Property without the prior written consent of the Buyer.

(iii) Maintain, at its expense, all existing fire and extended coverage policies covering the Property. The herein described Property is to be held at the risk of Seller until legal title has passed. Buyer's remedy in the event of loss is limited to return of the deposit.

C. All utilities shall be adjusted and apportioned as of the Settlement Date.

D. All public or governmental charges or assessments against the premises, which are or may be payable on an annual basis (including all assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto, shall be adjusted and apportioned as of the Settlement Date and shall be assumed and paid thereafter by the Buyer, whether assessments have been levied or not as of the Settlement Date.

E. The cost of all State and local recordation and transfer taxes shall be paid by the Buyer.

6. BUYER PURCHASES THE PROPERTY “AS IS.”

A. The obligation of the Buyer to purchase the Property pursuant to the provisions of this Agreement is not contingent upon the condition of the Property or any inspection of the property which has or will be conducted by the Buyer prior to the Settlement Date. During the bid process, Buyer has conducted a thorough inspection of all aspects, and potential hazards present on the Property and agrees to accept the Property in its current condition. Seller has made no warranties or representations to Buyer regarding the condition of the said property and Buyer has not relied upon any statements regarding the condition of the Property made by Seller, its agents or contractors. Buyer agrees that the Seller shall not be obligated to perform any environmental assessment and Seller will not be held liable and assumes no responsibility for any remedies, costs or procedures.

B. Buyer may perform any reasonably required preconstruction engineering tests and environmental assessments. If these tests reveal any environmental or other defects, Buyer shall have no recourse against Seller and Buyer must proceed under the terms of this Disposition Contract.

C. Buyer shall indemnify, defend and save harmless Seller from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses or costs, including interest and attorneys' fees, in any way connected with any injury to any person or damage to any property or any loss to Seller occasioned in any way by hazardous substances originating on the property or by the negligent or intentional activities of Buyer before, during or after Buyer's acquisition of the property.

D. This indemnity specifically includes the obligation of Buyer to perform any remedial or other activities required or ordered by any properly empowered government official, or otherwise reasonably necessary to avoid injury or liability to any person or to prevent the spread of pollution, originating thereon (hereinafter the “remedial work”). Buyer shall perform all such work in its own name in accordance with applicable law, as herein defined.

E. Whenever Seller has incurred costs described in this section, Buyer shall, within ten (10) days of receipt of notice thereof, reimburse Seller for all such expenses.

7. SETTLEMENT ATTORNEY/TITLE COMPANY:

Buyer shall have the option of selecting its own Title Insurance company or Title Attorney.

8. SETTLEMENT:

Settlement shall be held in Salisbury, Wicomico County, Maryland, on or before 1st day of October, 2013 (the “Settlement Date”). At Settlement, the Seller shall execute:

A. A deed to the Property, containing a covenant of special warranty and further assurances, which shall convey to Buyer a good and merchantable fee simple title to the Property subject, however, to zoning and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located, and publically recorded easements for public utilities and any other easements which may be observed by inspection of the Property. The deed shall be recorded at the expense of the Buyer.

B. Any other documentation reasonably required to consummate the Buyer's purchase of the Property.

9. POSSESSION: Possession of the Property shall be given to Buyer at the time of Settlement.

A. At the time of settlement or occupancy (whichever occurs first) Seller will leave premises free and clear of trash and debris and broom clean. Seller makes no warranties with regard to the condition of the electrical, plumbing, heating, air conditioning and any other mechanical systems and related equipment included in this Agreement, as Buyer has agreed to accept the property as is. **SELLER WILL DELIVER THE PREMISES IN SUBSTANTIALLY THE SAME PHYSICAL CONDITION AS OF THE DATE OF RATIFICATION OF THIS CONTRACT AND BUYER, AT ITS EXPENSE, HAS THE PRIVILEGE OF INSPECTION OF ALL OF THE PREMISES PRIOR TO THE SETTLEMENT OR OCCUPANCY (WHICHEVER OCCURS FIRST) TO VERIFY THE SAME.** Except as expressly contained herein no other warranties have been made by the Seller.

10. A. BUYERS' REMEDIES. In the event the Seller should be in default of any obligation on its part to be performed hereunder, or in the event any representation or warranty of Seller should be incorrect, or in the event any condition or obligation referred to in Agreement shall not be satisfied within the time period specified, then, as its sole recourse pursuant to this agreement the Buyer shall be entitled to cancel this Agreement and to receive the immediate return of the deposit referred to in this Agreement. Notice of such default shall be given, in writing, by the injured party within thirty (30) days after the default has occurred. If the party defaulting on this agreement fails or refuses to release monies, the holder of the deposit may deliver the deposit by way of interpleader to the appropriate Court to determine ownership thereof and have all costs and expenses in connection therewith deducted from said deposit.

B. SELLER'S REMEDIES. In the event the Buyer should be in default of any obligation to be performed hereunder prior to settlement, Seller shall be entitled to the deposit as liquidated damages. This limitation shall not, however, apply to the indemnity provision of the Agreement or to any enforcement of the terms of this Agreement, after settlement, for damages or injunctive relief, in any claim made by Seller.

11. MISCELLANEOUS:

A. The parties hereto agree that this entire agreement shall be binding upon their respective heirs, Personal Representatives, administrators, successors and assigns. **ALSO THE PARTIES RECOGNIZE THAT THIS AGREEMENT IS LEGALLY ENFORCEABLE AND ARE HEREBY ADVISED TO SEEK LEGAL ADVICE IF NOT UNDERSTOOD.**

B. This contract contains the entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions or representations not herein written.

12. USE OF THE PROPERTY:

A. Buyer hereby covenants that it will complete the construction of improvements as set forth in the

Development Proposal, attached hereto as Exhibit A. The Seller hereby withdraws its prior requirement for a not-for-profit venue, and the City will have no obligation or right to take back ownership of the Property. Buyer's Agreement to complete the Development Proposal shall survive Settlement. There shall, however, be no additional restrictions on the use of the Property other than those required by Federal, State or local law.

B. Deed Covenant. The deed from the Seller to Buyer for the property described in this contract will contain a covenant that the property will be developed as set forth in Exhibit A.

C. Construction Completion. Buyer hereby agrees, for itself, its successors and assigns and every successor in interest to the property, or any part thereof, that Buyer or its successors and assigns, shall have the building in-service on or before December 1, 2014. Buyer and Seller agree that in-service is defined as completed construction of improvements to develop the property in a manner that best promotes and supports the City and which will promote development, raise the City's tax base and make effective use of the City's past investment and capital improvements.

D. Covenants. The deed conveying the property shall expressly provide in an abbreviated format acceptable to the attorney for the City and the attorney for Buyer that the agreements and covenants provided for in the Development Proposal for the Property and this Disposition Contract shall be included therein as covenants running with the land and shall be binding upon the land for the benefit and in favor of the Seller.

E. Speculation Forbidden. Buyer hereby represents and agrees that its purchase of the property and other agreements pursuant to the Development Proposal for the Property and this Disposition Contract are for the purpose of development of the property in accordance with the Development Proposal for the Property and not for speculation in landholding. Buyer covenants that the purpose of this purchase is not for speculation.

F. Non-Merger. Buyer agrees that none of the provisions of this Disposition Contract are intended to or shall be merged by reason of any deed transferring title to the property to Buyers or to any successor in interest.

G. Code Covenant. Buyer agrees that all final plans for structures, site improvements, landscaping, etc. shall be in accordance with the City Code and approved by all appropriate City and other government agencies.

H. Transfer. Buyer hereby agrees to retain the interest acquired in such property until construction is completed.

I. Completion. The term "completed construction" shall be defined for the purposes of this agreement to mean when the building is structurally complete to the point that the building inspector of the City would ordinarily issue an occupancy permit.

J. Default. Buyer agrees that if, subsequent to the conveyance of the property to Buyer, Buyer shall default in or violate the Disposition Contract, prior to completed construction as certified by the City, including, but not limited to, failure to construct the improvements, abandonment or substantial suspension of construction work, failure to complete the project in the period specified in this Disposition Contract, failure to pay real estate taxes, if any, or suffer any levy or attachment, or any unauthorized change in ownership, and such violation is not cured within sixty (60) days after written demand by the Seller, then the Seller shall have the right, but not the obligation, to enforce the terms of this Disposition Contract by

seeking damages and, in addition, injunctive relief. Buyer shall not be in default for failure to complete the project if such failure is caused by delay due to unforeseen causes beyond his control and without his fault or negligence provided Buyer, within ten (10) days of the start of any such delay, has notified the Seller in writing and requested an extension for the period of the delay.

K. Certificate of Completion. Promptly after completion of the improvements in accordance with the provisions of this Disposition Contract relating to the obligation of Buyer to construct the improvements, the Director of Building and Inspections, when appropriate, will furnish the Buyer with an appropriate instrument in reasonable form so certifying. Such certification by the Director of Building and Inspections shall be a conclusive determination of satisfaction and termination of the development plan.

L. Demolition. The deed to the subject property from Seller to Buyer shall contain a covenant that the improvements on the property may not be demolished.

13. **NOTICE**. Any notice to be given to a party under this Agreement shall be deemed to be given on the date hand-delivered to the party, or on the second business day following the date when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Seller at:

S. Mark Tilghman
City Solicitor
110 N. Division Street
Salisbury, MD 21801

addressed to the Buyer at:

14. **TIME OF THE ESSENCE**. Time shall be of the essence in this Agreement.

AS WITNESS the hands and seals of the parties hereto, the day and year first above written.

ATTEST:

CITY OF SALISBURY

Kimberly R. Nichols
City Clerk

James Ireton, Jr., Seller
Mayor

BUYER

WITNESS

BY: G Plus Properties, LLC, Buyer

City of Salisbury



MARYLAND



JAMES IRETON, JR.
MAYOR

TOM STEVENSON
ACTING 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, Acting City Administrator
From: Michael Moulds, Director of Public Works 
Amanda Pollack, Deputy Director of Public Works 
Date: August 20, 2013
Re: EDU Incentive Area

As discussed at the August 19, 2013 work sessions, the establishment of an "EDU Incentive Area" is recommended as part of the Mayor's Downtown Initiative. The City owns the former Anderson Property (Linens of the Week) and the 317 EDUs associated with the business.

Attached is the Ordinance for review. The Ordinance title has been modified to clarify the location of the incentive area and to spell out Equivalent Dwelling Units (EDUs).

Additionally, the Ordinance specifies that EDU allocation requests will be submitted to the Director of Public Works for review. After review, Public Works shall submit the allocation request to the Mayor for approval. With the Mayor's approval, a resolution will be forwarded to City Council for their approval. The specific resolution for each property will specify that the EDU allocation is valid for two years, with the option to extend for two, one year terms at the discretion of the Public Works Director.

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

1 **ORDINANCE NO. 2258**

2
3 AN ORDINANCE OF THE CITY OF SALISBURY TO ELIMINATE OR REDUCE WATER
4 OR SEWER CHARGES FOR EQUIVALENT DWELLING UNITS (EDUs) IN
5 ACCORDANCE WITH CHAPTER 13.02 OF THE CITY CODE TO ENCOURAGE
6 DEVELOPMENT IN THE DOWNTOWN AREA AND THE ENTERPRISE ZONE.
7

8 WHEREAS, Chapter 13.00.070 states that the Council may allow discounts for the
9 comprehensive connection charges established in this chapter; and

10
11 WHEREAS, the City seeks to encourage development and redevelopment in the Downtown
12 Development District, the Central Business District, the Riverfront Redevelopment Area, and the
13 Enterprise Zone; and

14
15 WHEREAS, the City seeks to reduce the capacity fees for eligible development and
16 redevelopment in the Downtown area by means of an Equivalent Dwelling Unit (EDU) Incentive
17 Area; and

18
19 WHEREAS, the Director of Public Works made due diligence efforts to notify as many
20 developers as practical that may be potentially impacted by an EDU Incentive Area; and

21
22 WHEREAS, the Director of Public Works provided the City Council with a recommendation of
23 the proposed EDU Incentive Area at the May 20, 2013 and June 17, 2013 City Council work
24 sessions, and the July 22, 2013 City Council legislative meeting.
25

26 NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
27 SALISBURY, MARYLAND that Chapter 13.04 be amended by the addition of Section:
28

29 **13.04.110 EDU Incentive Area**

30
31 A. An Equivalent Dwelling Unit (EDU) Incentive Area is established for a period of five years
32 from the date of final passage of the ordinance. The incentive shall be reevaluated prior to the
33 end of the five year period. Three hundred (300) EDUs are available to be allocated.
34

35 B. A developer may submit written documentation to the Director of Public Works to establish
36 eligibility for a project within the EDU Incentive Area if the project meets all of the following
37 criteria:
38

- 39 1. The project is within the Downtown Development District, the zoning district entitled the
40 Central Business District, the Riverfront Redevelopment Area, or in the Enterprise Zone.
- 41 2. In the downtown area, the project must be either new development or revitalization of an
42 existing building. Outside of the downtown area and in the Enterprise Zone, the project
43 must be a revitalization of an existing building.
- 44 3. The project meets the zoning criteria at the time of application.
- 45 4. The project does not receive the capacity fee waiver for public sponsored or affordable
46 housing.
47

48 C. If eligible, the developer shall comply with the following requirements and submit the
49 required documentation to the Director of Public Works.
50

- 51 1. Written requests for EDU allocations will be submitted to the Director of Public Works
52 for review. After review, Public Works shall submit the allocation request to the Mayor
53 for approval. With the Mayor's approval, a Resolution will be forwarded to City Council
54 for its approval.
55 2. The Resolution for each property will specify that the EDU allocation is valid for two
56 years, with the option to extend the allocation for two one-year terms if approved in
57 writing by the Public Works Director prior to expiration of the term. The Public Works
58 Director may refuse to grant a requested extension if the Public Works Director finds that
59 the property owner is not making good faith efforts to complete the project.
60 3. The two-year allocation begins to run from the time of the signing of the Resolution
61 awarding the EDU allocation.
62 4. Allocated EDUs are assigned to a project and to the property on which the project is
63 located, and cannot be transferred by the recipient.
64

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

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

73
74 ATTEST

75
76
77 _____
78 Kimberly R. Nichols, City Clerk

Jacob R. Day, President
Salisbury City Council

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

83
84 _____
85 James Ireton, Jr. Mayor