



City of Salisbury

CITY COUNCIL AGENDA



September 9, 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
- 6:15 p.m. ADOPTION OF LEGISLATIVE AGENDA
- 6:17 p.m. CONSENT AGENDA – City Clerk Kim Nichols
- August 26, 2013 regular meeting minutes 1a
 - Resolution No. 2325 - to approve a Maryland Department of Natural Resources, Community Parks & Playgrounds Grant application for funding for Phase II of the Salisbury Skatepark 1b
 - Resolution No. 2326 - accepting a donation from the Delmarva Zoological Society for the Salisbury Zoological Park 1c
 - Resolution No. 2327 - accepting funds from the Chesapeake Bay Trust to purchase and distribute approximately 50 – 55 rain barrels at two community workshops 1d
 - Resolution No. 2328 - authorizing the Mayor to sign the grant agreement and accept a grant of \$90,000.00 from Maryland Department of Transportation Maryland Bikeways Program for the Northeast Collector Bike Path Phase II Pedestrian-and-Bicycle-Facilities improvements 1e
- 6:22 p.m. AWARD OF BIDS –Internal Services Director Keith Cordrey 2
- Declaration of Surplus – Service Handgun
- 6:30 p.m. ORDINANCES – City Attorney Mark Tilghman
- 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 3a
 - Ordinance No. 2260 - 1st reading – approving an amendment to the FY14 General Fund to provide funds to cover the cost for one half-time AmeriCorps member for the 2013-2014 ShoreCorp/Pals Site Partnership Program 3b

- Ordinance No. 2261 - 1st reading – approving a budget amendment of the FY14 General Fund to appropriate funds received from the Speed Camera Program for the purchase of nine (9) Electronic Control Devices, (ECD)

6:55 p.m. PUBLIC COMMENTS

7:00 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 23, 2013 (subject to change)

- Ordinance No. 2258 – 2nd 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
- Ordinance No. 2259 - 2nd reading – Budget amendment for Youth Civics Council
- Ordinance No. 2260 - 2nd reading – approving a budget amendment of the FY14 General Fund to appropriate funds received from the Speed Camera Program for the purchase of nine (9) Electronic Control Devices, (ECD)
- Ordinance No. ____ - 1st reading – Reorganization of Internal Services Department
- Resolution No. ____ /Public Hearing- approving the Merritt Mill Road/Smith Annexation
- Resolution No. ____ - approving the Merritt Mill Road/Smith Annexation plan
- Resolution No. ____ - Rivers Edge PILOT
- Resolution No. ____ - Veterans Preference Policy
- Resolution No. ____ - Tact Team Training LGIT Grant

Agenda Posted: September 4, 2013

agenda on a 2-1 vote in favor, with Ms. Cohen and Mr. Spies voting “aye” and Mr. Day voting “nay.”

Mr. Day requested that 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 be removed from the Consent Agenda and placed on the legislative agenda after the Consent Agenda; thereafter, the legislative agenda as amended was adopted on a 3-0 vote in favor.

CONSENT AGENDA – presented by Assistant City Clerk Diane Nelson

The Consent Agenda as amended and consisting of the following items was approved on a 3-0 vote in favor on a motion by Ms. Cohen that was seconded by Mr. Spies:

- August 12, 2013 regular meeting minutes
- August 19, 2013 work session minutes
- Resolution No. 2319 – approving the appointment of Matt Likovich to the Zoo Commission for term ending 12/31/2016
- 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
- Resolution No. 2321 – accepting a donation in the amount of \$7,000.00 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
- 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

President Day deferred discussion of Resolution No. 2323 until later in the meeting, citing Ms. Shields’ interest in being present for the discussion; Mrs. Shields was anticipated to arrive later in the meeting.

AWARD OF BIDS – presented by Assistant Internal Services Director – Procurement – Catrice Parsons

The following items were approved after discussion, by a 3-0 vote in favor on a motion by Mr. Spies that was seconded by Ms. Cohen:

- Surplus-Fire Hose-\$0.00
- Surplus-Personal Protective Equipment-\$0.00

- *Surplus-SFD Fleet Vehicle-\$0.00*
- *Surplus-Patrol Vehicle 31-\$0.00*

RESOLUTIONS – presented by Acting City Administrator Tom Stevenson

- *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*

Ms. Cohen moved and Mr. Spies seconded to adopt Resolution No. 2324.

After discussion, on a motion by Ms. Cohen that was seconded by Mr. Spies and approved on a 3-0 vote in favor, Resolution No. 2324 was amended by inserting “forty-five (45) days in Item 4 on page 3 of 7 of the Disposition Contract; thereafter, Resolution No. 2324 as amended, was approved on a 3-0 vote in favor.

- *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*

On a motion by Ms. Cohen that was seconded by Mr. Spies and approved on a 3-0 vote in favor, Council postponed consideration of Resolution No. 2323 until it could be discussed in work session prior to the following legislative session.

PUBLIC COMMENTS

One member of the public expressed concerns with the City regarding:

- *The City giving away City assets, EDUs in Ordinance No. 2258, without leveraging the assets in a manner that would benefit all City residents*
- *The City raising taxes this year, the impact on the elderly and other fixed-income households in the Community, and concern that those households will be pushed into subsidized housing*

There being no further business for discussion, the meeting adjourned at 6:50 p.m.

Assistant City Clerk

Council President

Office of Community Development

MEMO

To: Tom Stevenson

From: Deborah Stam

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

Date: August 20, 2013

As you are aware, we have submitted a Community Parks & Playgrounds (CP&P) funding application to the Maryland Department of Natural Resources (DNR) for the FY 2015 funding round. This application is for \$375,000 in CP&P funding for Phase 2 of the Salisbury Skatepark project.

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

Although DNR does not typically request a Resolution of Support when a CP&P funding application is submitted, I feel strongly that it will help us a great deal during the application review phase if we go ahead and send one to them. I don't want the review committee to have any concerns based upon what happened with the Phase 1 grant award.

Attached is a copy of the Community Parks & Playgrounds Project Agreement section of the FY 2015 application, with the updated project description and cost estimates. Also attached is a Resolution of Support for the City's CP&P funding application. Please forward this Resolution to the City Council so that it may be placed on their agenda for the work session on September 3, 2013, and the council meeting on September 9, 2013.



Deborah J. Stam
Community Development Director

Attachments

Salisbury Skatepark – Project Description – FY 2015

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

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

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

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

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

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

Fundraising proceeds contributed by the Salisbury Skatepark Committee will be used to provide a matching amount of \$20,000 for Phase 2 of the skatepark - \$10,000 will be utilized to meet the required 10% match for the POS funds that have been requested, and \$10,000 will be utilized as a matching amount for the CP&P funds that we are requesting in this application.

10. ITEMIZED DETAILED COST ESTIMATE: (Round all estimates to nearest even dollar)				
Item No.	Item	Contract Cost	Force Account Costs	Total Estimated Costs
1.	Acknowledgement Sign Sample text: Maryland Department of Natural Resources, Program Open Space, Community Parks and Playgrounds Program assisted project	Provided for in Phase 1 of project	NA	NA
2.	Design and Construction of poured-in-place concrete skatepark - Phase 2 8,000 square feet @ \$38 per square foot	\$304,000	-0-	\$304,000
3.	Fencing – Approx. 375 linear feet, 10 feet high, vinyl-coated chain link, 1 Double Drive Gate for Maintenance	\$13,750	-0-	\$13,750
4.	Pedestrian Entrance Gate w/Time Lock	\$10,000	-0-	\$10,000
5.	Pedestrian "Exit Only" Swing Gate	\$3,000	-0-	\$3,000
6.	Parking – Widening, paving and re-striping of road to create 25 on-street parallel parking spaces. Creation of a small paved area off-street for 3 handicapped parking spaces with a curb cut for entrance / exit.	\$109,000	-0-	\$109,000
7.	Bike Rack – 18 Bike Capacity (permanent)	\$450	-0-	\$450
8.	Benches – 8 Ft. Benches w/Vertical Steel Slats – 6 @ \$1,325 each	\$7,950	-0-	\$7,950
9.	Trash Cans - In-ground Mount with Dome Top 2 @ \$500 each	\$1,000	-0-	\$1,000
10.	Portable Toilets – 1 Standard & 1 Handicapped Accessible (rental fee for first year of operation)	\$3,600	-0-	\$3,600
11.	Contingency	\$42,250	-0-	\$42,250
Total Development Costs:		\$495,000	-0-	\$495,000

11. LOCAL GOVERNMENT AUTHORIZATION

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


James Ireton, Jr.
Mayor
8/14/2013
(Signature)
(Print Name)
(Print Title)
(Date)

PROGRAM ADMINISTRATIVE REVIEW:

12. ON-SITE INSPECTION DATE _____ BY _____

13. STATE CLEARINGHOUSE REVIEW	DATE _____	NUMBER _____
14. CP&P FUND SOURCE _____	AMOUNT \$ _____	
15. DEPARTMENT OF NATURAL RESOURCES – PROGRAM OPEN SPACE APPROVAL:		
(Director's Signature)	(BPW Approval Date)	(Agenda Item No.)

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RESOLUTION NO. 2325

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED THAT, the Council of the City of Salisbury, Maryland does hereby authorize the submission of an application to the Maryland Department of Natural Resources for Community Parks & Playgrounds funds to forward the City's recreational initiatives. This will be accomplished by applying for **\$375,000** to provide funds for the Salisbury Skatepark, Phase 2.

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.

THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on September 9, 2013, and is to become effective immediately.

Kimberly R. Nichols
CITY CLERK

Jacob R. Day
COUNCIL PRESIDENT

APPROVED BY ME THIS

_____ day of September, 2013

James Ireton, Jr.
Mayor

City of Salisbury



MARYLAND



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

JAMES IRETON, JR.
MAYOR

TOM STEVENSON
ACTING CITY ADMINISTRATOR

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

To: Tom Stevenson, Acting City Administrator
From: Michael Moulds, Director of Public Works *MM*
Amanda Pollack, Deputy Director of Public Works *AP*
Date: August 22, 2013
Re: Zoo Donations

The Delmarva Zoological Society (DZS) has raised funds and received grants to be able to make continued donations to the Salisbury Zoo. DZS is pleased to donate approximately \$1,745 of equipment per the attached letter dated August 22, 2013. The donation includes the following items:

Donated items	Approximate Value
Computer for Veterinary Technician	\$589.00
Two (2) I-pads with Otterbox cases for the Education Department programs	\$1,152.80
Total Donation	\$1,741.80

Attached is a Resolution for consideration to accept the donations from the Delmarva Zoological Society.

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

DELMARVA
Zoological
SOCIETY

Working to Renew the Zoo

Board of Directors

Ron Alessi
Ashley Bosche
Roxane Gabrielson
Eric Johnston
Hope Morgan
Marty Neat
Kim Nechay
Dave Nemazie
Jenni Pastusak
Debi Rus
Jane Seagraves
Amy Sevigny
Debbie Wessels
Cheryl Young

August 22, 2013

The City of Salisbury
Attn: Amanda Pollack
125 N. Division St.
Salisbury, MD 21801

Dear Ms. Pollack,

The Delmarva Zoological Society (DZS) has raised funds and received grants to be able to make continued donations to the Salisbury Zoo. DZS is pleased to donate approximately \$1,741.80. The donation includes the following items:

Executive Director

Stacey Weisner

Development Director

Cathy Bassett

Technical Writer

Taylor Whitehair

Salisbury University Interns

Hallie Barnes
Sarah Cardiel
Tammy Fitzgerald
Whitney Laws
Perry Slomnicki

Donated items	Approximate Value
Computer System, Set-Up, & Configuration for Debbie Ghram, Vet Technician	\$589.00
Two (2) iPads with Otterbox cases for the Education Department programs	\$1,152.80
Total Donation	\$1,741.80

We are pleased to continue this great partnership of continuing to Renew the Zoo and look forward to making many more donations.

With warmest regards,



Stacey Weisner
Executive Director

PO Box 4621, Salisbury, MD 21803

Physical Location: Chamber of Commerce Building, 144 East Main Street, Suite 202

Phone: 443-480-9045 / 410-742-3977 Email:tw76941@gulls.salisbury.edu

RESOLUTION NO. 2326

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND ACCEPTING A DONATION FROM THE DELMARVA ZOOLOGICAL SOCIETY FOR THE SALISBURY ZOOLOGICAL PARK.

WHEREAS, the Council of the City of Salisbury supports the acceptance of donations at the Salisbury Zoo; and

WHEREAS, the Delmarva Zoological Society would like to donate to the City the equipment for providing a computer and two I-pads with protective cases; and

WHEREAS, the Delmarva Zoological Society will secure and donate the equipment necessary to fully utilize the computer and I-pads to benefit the Zoo Staff, Education Department, and visitors to the Salisbury Zoo.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Salisbury, Maryland does hereby accept the donation of equipment for providing a computer and two I-pads with protective cases, valued at a maximum of approximately \$1,745.

THIS RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on September 9, 2013 and is to become effective immediately upon adoption.

ATTEST:

Kimberly R. Nichols
CITY CLERK

Jacob R. Day
PRESIDENT, City Council

APPROVED by me this _____ day of _____, 2013

James Ireton, Jr.
MAYOR, City of Salisbury



City of Salisbury – Wicomico County

DEPARTMENT OF PLANNING, ZONING AND COMMUNITY DEVELOPMENT

P.O. BOX 870

125 NORTH DIVISION STREET, ROOMS 203 & 201

SALISBURY, MARYLAND 21803-4860

410-548-4860

FAX: 410-548-4955



JAMES IRETON, JR
MAYOR

TOM STEVENSON
ACTING CITY ADMINISTRATOR

RICHARD M. POLITT, JR
COUNTY EXECUTIVE

R. WAYNE STRAUSBURG
DIRECTOR OF ADMINISTRATION

August 20, 2013

To: M. Thomas Stevenson, Jr., Acting City Administrator
From: Keith D. Hall, Chief, Long Range and Transportation Planning
Subject: Resolution – Acceptance of Chesapeake Bay Trust’s Grant Funds

Attached is a Resolution of the City of Salisbury to accept grant funds from the Chesapeake Bay Trust’s (“Trust”) Mini Grant Program. In response to the request for funding, the Trust approved a grant in the amount of \$4,980.00, which requires no financial match of the City.

This award will be used for the Department to purchase approximately 50 – 55 rain barrels. These rain barrels will be distributed, at no cost, to City of Salisbury residents attending a workshop. Department Staff will conduct two workshops designed to educate the community about water quality issues and viable solutions for individual homeowners to reduce stormwater run-off.

Enclosed is the Resolution for accepting the grant funds and the grant approval letter from the Trust. Contingent upon an executed City Resolution accepting the grant funds, the grant agreement is to be signed by the Mayor and project leader JaLessa Tate. The grant agreement is to be executed and submitted to the Trust no later than Tuesday, October 15, 2013. Upon receipt of the City Resolution and signed grant agreement, Department Staff will submit the documentation to the Chesapeake Bay Trust.

It is important to note, the grant agreement identified two minor contingencies that have been addressed by the Staff.

In an effort to proceed with this public education initiative designed to improve local water quality, the Department requests to be added to the September 3rd, 2013, City Council work session to present the grant award and address any questions.

Sincerely,

Keith D. Hall

Chief, Long-Range and Transportation Planning



August 16, 2013

James Ireton, Jr.
City of Salisbury
125 North Division Street
Salisbury, MD 21803

Dear Mayor Ireton:

The Chesapeake Bay Trust would like to thank the City of Salisbury for your proposal. I am pleased to report approval of a grant in the amount of \$4,980.00 for support for the Stormwater Management in Your Backyard project. Funds are provided for rain barrels and postcard printing and postage.

The grant award is contingent upon submission to the Trust by 09/01/2013 of a) a plan to evaluate the number of rain barrels installed and to support installation of rain barrels that are not installed and b) a more robust plan to evaluate increased knowledge in workshop participants (via, for example, simple pre and post surveys).

Please sign and return the enclosed grant agreement within sixty days of the date of this letter or the Trust reserves the right to cancel the grant award and apply funds to other projects.

If you should have any questions regarding our decision, please feel free to contact Program Officer, Kacey Wetzal at 410-974-2941 ext. 104. The Chesapeake Bay Trust greatly appreciates the time you invested in proposal development, and we look forward to working with you in the future.

Sincerely,

Jana Davis, Ph.D.
Executive Director

Grant #: 12008
Project Leader: JaLeesa Tate

1 RESOLUTION NO. 2327

2
3 A RESOLUTION OF THE CITY OF SALISBURY ACCEPTING FUNDS FROM THE
4 CHESAPEAKE BAY TRUST TO PURCHASE AND DISTRIBUTE APPROXIMATELY 50 –
5 55 RAIN BARRELS AT TWO COMMUNITY WORKSHOPS.

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7 WHEREAS, grant funding has been awarded to the City of Salisbury through the
8 Chesapeake Bay Trust’s Mini Grant Program; and

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10 WHEREAS, the purpose of this grant is conduct two public workshops to promote public
11 education about the importance of improving the quality of local waterbodies by reducing
12 stormwater run-off; and

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14 WHEREAS, these funds will be used to purchase approximately 50 – 55 rain barrels to
15 distribute at no cost to those residing or operating a business in the City of Salisbury who attend
16 one of the workshops; and

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18 WHEREAS, the City of Salisbury will retain a limited number of rain barrels to use as
19 demonstration projects to promote environmental stewardship; and

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21 WHEREAS, the use of this funding for implementation of a best management practice
22 designed to reduce stormwater run-off is consistent with the goals and objectives of the 2010
23 *City of Salisbury Comprehensive Plan*, as well as the 2012 *Wicomico Phase II Watershed*
24 *Implementation Plan*.

25
26 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
27 OF SALISBURY, MARYLAND that grant funds of \$4,980.00 be accepted and used to purchase
28 rain barrels to provide to City residents in an effort to improve the quality of local waterbodies as
29 a result of reducing stormwater run-off.

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31 THIS RESOLUTION was duly passed at a meeting of the Council of the City of
32 Salisbury held on September 9, 2013, and is to become effective immediately upon adoption.

33
34 ATTEST:

35
36 _____
37 Kimberly R. Nichols, City Clerk

38 _____
39 Jacob Day, President
40 Salisbury City Council

41 APPROVED BY ME THIS:

42 _____ day of _____, 2013

43
44 _____
45 James Ireton Jr., Mayor

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
Date: September 4, 2013
Re: Grant Agreement for the Northeast Collector Hike & Bike Path – Phase II

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

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

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

Attached is the Grant Agreement for the \$90,000 from Maryland Bikeways Program funds. Also attached is a Resolution to accept this grant. The Resolution was modified per the discussion at the September 3, 2013 work session to include language regarding no additional grant match.

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

RESOLUTION NO. 2328

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

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

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

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

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

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

WHEREAS, to enhance bicycle safety and improve bicycle circulation, the Maryland Bikeways Program is awarding a grant in the amount of Ninety Thousand Dollars (\$90,000.00), which does not include additional match requirements beyond the original funding commitments.

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

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

ATTEST:

Kimberly R. Nichols
CITY CLERK

Jacob R. Day
PRESIDENT, City Council

APPROVED by me this _____ day of _____, 2013

James Ireton, Jr.
MAYOR, City of Salisbury

GRANT AGREEMENT

BY AND BETWEEN

THE MARYLAND DEPARTMENT OF TRANSPORTATION

AND

THE CITY OF SALISBURY, MARYLAND

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. The above recitals are re-affirmed and incorporated herein by reference.
2. The Department hereby grants to the City a sum not to exceed Ninety Thousand dollars (\$90,000) ("Grant") to be used by the City for the completion of the Project. The City shall be responsible for all work in connection with the Project, including but not limited to the following:
 - a. Construction of the Northeast Collector Bike Path;
 - b. Contribution of the Local Match, which may include the value of in-kind staffing and/or cash contributions;
 - c. Preparation of quarterly status reports and final reports, as requested by the Department; and
 - d. Maintaining compliance with all provisions of this Agreement.
3. The Project shall be completed consistent with relevant design standards and guidelines, including 2012 AASHTO Bicycle Design Guidelines, the Maryland Manual of

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

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

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

- a. commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence;
- b. automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence;
- c. workers compensation coverage meeting all statutory requirements.

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

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

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

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

All invoices for payment shall include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) any resolution, ordinance or other action which may be required by local law has been introduced and adopted, passed, enacted or taken as an official act of the City's governing body, authorizing the execution and delivery of this Agreement by the City in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the City;
- (b) no officer or employee of the City, or its designees or agents, no consultants, no member of the City's governing body, and no other public official of the City, who exercises any functions or responsibilities over the Projects or the Grant shall have or obtain a personal or financial interest or benefit from any activity in connection with the Projects or Grant or have an interest in any contract, subcontract or agreement with respect therewith;
- (c) the City is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement.

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

- (a) age, ancestry, color, creed, marital status, national origin, race or religious or political affiliation, belief or opinion, or sexual orientation;
- (b) sex or age, except when age or sex constitutes a bona fide occupational qualification; or
- (c) the physical or mental disability of a qualified individual with a disability.

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

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

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

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

- (a) such provision shall be fully severable;
- (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and
- (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

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

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

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

In the case of MDOT:

Ms. Kate Sylvester
7201 Corporate Center Drive
P.O. Box 548
Hanover, MD. 21076

In the case of the City:

Mr. Bill Sterling
125 North Division St.
Salisbury, MD 21801

The next page is the signature page.

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

WITNESS:

**MARYLAND DEPARTMENT OF
TRANSPORTATION**

By: _____
Leif A. Dormsjo
Deputy Secretary

FUNDS AVAILABLE:

David L. Fleming, Chief Financial Officer
Office of Finance

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

Assistant Attorney General
Maryland Department of Transportation

WITNESS:

CITY OF SALISBURY, MARYLAND

By: _____

COUNCIL AGENDA

September 09, 2013

1. Declaration of Surplus-Service Handgun \$0.00

COUNCIL AGENDA

September 09, 2013

To: Mayor and City Council

Subject: Surplus Item-Service Handgun

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

Department	Make	Model	Serial #
Police Department	Glock	21 caliber handgun	EVA884

Upon declaration of surplus, as approved by the Council, the aforementioned handgun will be given to retired police officer; Richard F. Weber. 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 26, 2013

TO: Catrice Parsons
Assistant Director Internal Services - Procurement

FROM: Robert K. Perry
Quartermaster Salisbury Police Department

SUBJECT: INVENTORY (WEAPONS)

The Salisbury Police Department has a history of giving retired Police Officers their duty weapon as a retirement gift. With Chief Duncan's approval, I am requesting the Salisbury City Council declare as surplus, one Glock, Automatic Pistol Model 21, with a serial number of EVA884. This weapon will be given to Officer Richard F. Weber. Officer Weber retired from the Salisbury Police Department on June 1, 2013.

Respectfully Submitted,

A handwritten signature in black ink that reads "Robert K. Perry".

Robert K. Perry 1771
Quartermaster
Salisbury Police Department

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 *MM*
Amanda Pollack, Deputy Director of Public Works *AP*
Date: September 4, 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.

Per the discussion at the September 3, 2013 work session, the language in the ordinance regarding the Public Works Director review process has been revised. Attached is the eligibility criteria for allocation requests. The last criteria item was also revised per the work session discussion.

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

EDU Incentive Area - - Eligibility Criteria

As prescribed by Ordinance, a prospective developer shall submit written documentation to the Director of Public Works to establish eligibility for an EDU allocation under the Incentive Area Program. Should it be determined that a project complies with all eligibility criteria, the Director will forward said determination with any appropriate conditions to the Mayor. With the Mayor's approval, a Resolution will be forwarded to the City Council for approval.

____ Project location is within one or more of the following areas: Central Business Zoning District; Riverfront Redevelopment Zoning District #1; Riverfront Redevelopment Zoning District #2; Enterprise Zone.

____ Project within an above referenced downtown Zoning District constitutes new development or revitalization of an existing building; or a project outside a referenced District but within an Enterprise Zone constitutes revitalization of an existing building(s).

____ Project does not receive a capacity fee waiver for public sponsored or affordable housing.

____ Project complies, or will comply, with all applicable Zoning and Building Code criteria, as confirmed by the Director of Building, Permits and Inspections.

____ Project complies, or will comply, with all requirements of the Salisbury Historic District Commission (if applicable) as confirmed by the Director of Neighborhood Services and Code Compliance.

____ Project is consistent with the adopted Comprehensive Plan of the City of Salisbury, as confirmed by the Director of Planning and Zoning.

____ Project is consistent with the Salisbury Sustainable Community Plan, on file with the Maryland Department of Housing and Community Development (DHCD), as confirmed by the Director of Community Development. Particular attention to be given to the following action plan elements: Supporting existing communities and reducing environmental impacts; Valuing communities and neighborhoods – building upon assets and building in amenities; Enhancing economic competitiveness.

____ Project is consistent with one or more of the following benchmark objectives of A Plan For Transformation (2012): Increase the number of permanent, living wage jobs in the City; increase the number of downtown housing units and the associated resident population; increase the amount of commercial square footage in the City; effectively remove 25% of the impervious surface area in downtown without reducing existing building footprints.

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

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

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

73
74
75 ATTEST

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

Jacob R. Day, President
Salisbury City Council

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

83
84
85 _____
86 James Ireton, Jr. Mayor



MARYLAND

Jacob R. Day
Council President
jday@ci.salisbury.md.us

125 N. Division St., Room 305
Salisbury, MD 21801
410-548-3140

MEMORANDUM

Date: August 2, 2013

To: All City Council Members

From: Jacob R. Day, Council President

Subject: AmeriCorps Member for Youth Civics Council

Friends,

I believe that great cities grow and keep talent by fostering a sense of ownership and civic pride in their young people. It can be embedded in young minds through education about local government process, mentorship by local officials, and critical thinking and discussion about community challenges.

This Spring I spent a great deal of time thinking about, discussing with others and writing about a Youth Civics Council – a small body of young people who have the seeds of interest in their city – whose interest can be nurtured into a deeper commitment through mentorship, civics education and ultimately through discourse about community issues.

I have received warm responses from Wicomico County Council President Matt Holloway and the Wicomico County Board of Education to the concept and I hope to formally

request their participation. I believe that our participation as mentors could be incredibly meaningful to the young people we engage.

The greatest barrier to moving this forward is the identification of a talented individual to manage the project for the City. I was made aware by Dr. George Whitehead of the ShoreCorps program of the AmeriCorps program which includes full-time, half-time and quarter-time fellowships for selected host sites. The Youth Civics Council could succeed with a half-time fellow building and managing it.

I wanted to make everyone aware of the opportunity and that there may be a site match cost to us of \$6,100 if we are to consider this. The first step is for us to be considered by AmeriCorps to be a host site. This is a request I have submitted today. The impact we can have for that investment in young people could be very meaningful. Before we discuss this as a body, I wanted to give everyone this background and open up the opportunity for questions.

Thank you all for your consideration and I hope to bring this to Work Session in early September for discussion.

ORDINANCE NO. 2260

AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND APPROVING AN AMENDMANT TO THE FY14 GENERAL FUND TO PROVIDE FUNDS TO COVER THE COST FOR ONE HALF-TIME AMERICORPS MEMBER FOR THE 2013-2014 SHORECORP/PALS SITE PARTNERSHIP PROGRAM.

WHEREAS, the City of Salisbury desires to develop and engage young local talent by fostering a sense of ownership and civic pride; and

WHEREAS, this ownership can be encouraged by exposing young minds to local government processes, mentorship by local officials, and critical thinking and discussion about community challenges; and

WHEREAS, the City of Salisbury, through participation in ShoreCorp/PALS service site partnership program, can provide an opportunity for a young member of our community to benefit from this program.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that the City’s Fiscal year 2014 General Fund Budget be amended as follows:

- 1a) Increase Community Promotions Department by \$6,100.00 (six thousand one hundred dollars)
- 1b) Increase Current Surplus by \$6,100.00 (six thousand one hundred dollars)

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

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this 9th day of September, 2014, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the ___ day of _____, 2014.

ATTEST:

Kimberly R. Nichols, City Clerk

Jacob R. Day, Council President

APPROVED BY ME THIS: day _____ of _____, 2013

James Ireton Jr., Mayor

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 20, 2013

TO: Mr. Tom Stevenson
Acting City Administrator

FROM: Major David Meienschein

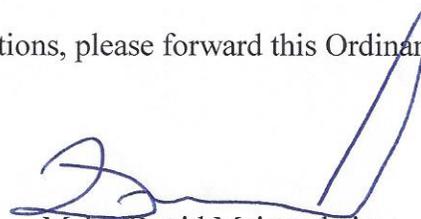
SUBJECT: Ordinance – Requesting Speed Camera Funds for Purchase of Electronic Control Devices, (ECD).

The Salisbury Police Department respectfully requests a transfer from the General Fund - Speed Camera sub-account, to the Police Services – operating account in the amount of \$12,500.00. This transfer is for the purchase of nine, (9) Electronic Control Devices, (ECD) manufactured by Taser, Incorporated. The cost also includes High Definition Video recording devices for each unit along with all necessary supplies for initial implementation.

This equipment will be deployed within the police departments patrol squads and become part of the use of force continuum as part of a less than deadly force option to subdue non-compliant or combative offenders.

The benefit of this technology is such that police officers will have a use of force tool to gain offender compliance without have to put hands on the offender which risks injury to the police officer as well as workman compensation claims.

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



Major David Meienschein
Administrative Commander

Attachment

ORDINANCE NO. 2261

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET ADMENDMENT OF THE FY14 GENERAL FUND TO APPROPRIATE FUNDS RECEIVED FROM THE SPEED CAMERA PROGRAM FOR THE PURCHASE OF NINE (9) ELECTRONIC CONTROL DEVICES, (ECD).

WHEREAS, the Salisbury Police Department requests a transfer from the General Fund - Speed Camera sub-account, to the Police Services—operating account in the amount of \$12,500.00. This transfer is for the purchase of nine, (9) Electronic Control Devices, (ECD) manufactured by Taser, Incorporated; and,

WHEREAS, this equipment will be deployed within the police departments patrol squads and become part of the use of force continuum as part of a less that deadly force option to subdue non-compliant or combative offenders; and,

WHEREAS, the benefit of this technology is such that police officers will have a use of force tool to achieve offender compliance without have to put hands on the offender lessening the risk injury to the police officer as well as reducing workman compensation claims; and,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that the City’s Fiscal Year 2014 General Fund Budget, Speed Camera sub-account be amended as follows:

- 1) Increase General Fund Revenue by \$12,500.00
2) Increase the Police Department budget by \$12,500.00

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

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

ATTEST:

Kimberly R. Nichols, City Clerk

Jacob R. Day, City Council President

APPROVED BY ME THIS: _____ day of _____, 2013

James Ireton Jr., Mayor