



City of Salisbury

CITY COUNCIL AGENDA



November 24, 2014
Government Office Building

6:00 p.m.
Room 301

Times shown for agenda items are estimates only.

6:00 p.m. CALL TO ORDER

6:01 p.m. WELCOME/ANNOUNCEMENTS

6:03 p.m. CITY INVOCATION - Reverend James Riley, Pastor at Nelson Memorial United Methodist Church

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

6:08 p.m. COMMUNITY ORGANIZATION PRESENTATION - Association of Zoos and Aquariums Accreditation (AZA) – presented by Salisbury Zoo Director Ralph Piland

6:20 p.m. ADOPTION OF LEGISLATIVE AGENDA

6:22 p.m. CONSENT AGENDA – City Clerk Kimberly Nichols

- November 3, 2014 work session minutes
- November 3, 2014 closed session minutes (separate envelope)
- November 10, 2014 regular meeting minutes
- Resolution No. 2462 - authorizing Delmarva Collections to collect delinquent accounts
- Resolution No. 2463 - accepting Osprey Property Company, LLC's contribution to streetscape improvements to Fitzwater Street Corridor

6:27 p.m. AWARD OF BIDS – Assistant Director of Internal Services – Procurement & Parking Jennifer L. Miller

- Award of Bid – RFP 02-15 Engineering Construction & Inspection Services for Parkside HS Regional Lift Station and Mill Street Pump Station Improvements
- Declaration of Surplus – Cimline Hot Box – Salisbury Public Works
- Declaration of Surplus – Sentry Fire Safe – Salisbury Police Department

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

- Resolution No. 2464 – approving an agreement between the City, Salisbury Fire Company # 2, Inc., and Morris and Morris Limited Partnership for the purpose and intent to exchange identified parcels of land to build a new fire station

- 6:45 p.m. ORDINANCES – City Attorney Mark Tilghman
- Ordinance No. 2306 – 2nd reading - amending Chapter 13, Public Services, of the City Code by adding Chapter 13.30 for the purpose of establishing a Stormwater Utility under the direction and supervision of the Public Works Department and further establishing a Stormwater Utility Fee System
- 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 December 8, 2014 (subject to change)

- Audit Presentation – Keith Cordrey/Pam Baker
- Ordinance No. ____ - 1st reading - amending Title 17, The Zoning Code, to allow Bed and Breakfast Inns in the Newtown Historic District

1 CITY OF SALISBURY
2 WORK SESSION
3 NOVEMBER 3, 2014
4

5 Public Officials Present
6

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

Vice President Laura Mitchell
Councilwoman Eugenie P. Shields
Councilman Timothy K. Spies

7
8 In Attendance
9

10 City Clerk Kimberly R. Nichols, CMC, City Administrator Tom Stevenson, Assistant Director of
11 Internal Services – Accounting Trish Summers, Neighborhood Services & Code Compliance
12 Director Susan Phillips, City Attorney Mark Tilghman, and interested citizens and members of
13 the press.
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15

16 On November 3, 2014, Salisbury City Council convened in a Work Session at 4:32 p.m. in
17 Council Chambers, Room 301 of the Government Office Building.
18

19 **Authorizing Delmarva Collections to collect delinquent accounts**
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21 Assistant Director of Internal Services – Accounting Trish Summers joined Council at the table
22 to recommend that Delmarva Collections be approved to collect the City’s delinquent accounts.
23 The following details were discussed with Council:
24

- 25 • This service was NOT for EMS billings, as the City already has a service for that
- 26 • This is for Miscellaneous A/R bills including Police, false alarms, grass cuts, and bulk
27 trash
- 28 • The purpose is to remove clutter from the office and reduce manpower
- 29 • The funding will come out of the proceeds collected
30

31 Council reached unanimous to advance the resolution to the next available legislative agenda.
32

33 **Over Occupancy Issues in Neighborhoods**
34

35 Neighborhood Services & Code Compliance Director Susan Phillips joined Council to discuss
36 the over occupancy issues in the City neighborhoods. She noted that since 2010, the City has
37 dealt with a continual increase of over occupancy in homes, citing the following:
38

- 39 • 2010 – 10 cases
- 40 • 2011 – 8 cases
- 41 • 2012 – 20 cases
- 42 • 2013 – 25 cases
- 43 • 2014 – 44 cases

44
45 Ms. Phillips noted the 2014 figure did not include the entire year yet, and the problem has
46 become unmanageable. She clarified the proposed ordinance amending Sections 15.24.280
47 *General*, 15.24.1640, *Violation of Occupancy Provisions*, and 15.26.110 *Denial, nonrenewal,*
48 *revocation, or suspension of license or registration* of the Code. The proposed amendments
49 permit the City to permanently reduce occupancy to units that received an exemption for four (4)
50 unrelated or registration for three (3) unrelated for those that violate the occupancy limits, and
51 allow the City to suspend, revoke or deny rental unit registration for over-occupying any unit.

52
53 After discussion, Ms. Phillips restated the procedures recommended to Council:

- 54
- 55 • The *Investigation of Excessive Occupancy* notice would first be issued
 - 56 • After over occupancy was determined, the *Order to Reduce Occupancy* (Corrective
57 Action Letter) would be issued and the license possibly suspended
 - 58 • The owners will receive sixty (60) days to reduce the occupancy of the unit
 - 59 • If occupancy is not reduced, a fine will be issued (daily if necessary)
- 60

61 Council provided the following thoughts in their consideration of the legislation:

- 62
- 63 • Owners should be given the opportunity to correct the problem
 - 64 • Wish to see the procedure in writing exactly as it will be codified
 - 65 • If there are people inhabiting a rental unit, it must be licensed. The moment the people
66 leave a unit in dispute, the license can be pulled.
- 67

68 Council reached unanimous consensus to return the discussion to Work Session after Ms.
69 Phillips provides an accompanying policy for Council’s review. The questions to be addressed
70 include the point of license revocation and welfare of the occupants during the order to vacate.

71
72 **Motion to convene in Closed Session**

73
74 At 6:26 p.m., on a motion and seconded by Mrs. Shields and Mr. Spies, respectively, and
75 approved by unanimous vote in favor, Council convened in Closed Session to consult with
76 counsel to obtain legal advice on a legal matter in accordance with the Annotated Code of
77 Maryland §10-508(a)(7). After a recess, Council reconvened in Closed Session at 6:39 p.m.

78
79 On a motion and seconded by Mrs. Shields and Mr. Spies, respectively, and approved by
80 unanimous vote in favor, at 7:46 p.m. President Day adjourned the Closed Session, reconvened
81 in Open Session, reported that Council had discussed Fire Station #2 land transfer and the Fire
82 Service Agreement with Chief Hoppes, and adjourned the Open Session at 7:49 p.m.

83
84 _____
85 City Clerk

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87 _____
88 Council President

1 **CITY OF SALISBURY, MARYLAND**

2
3 **REGULAR MEETING**

NOVEMBER 10, 2014

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5 **PUBLIC OFFICIALS PRESENT**

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7 *Council President Jacob R. Day* *Mayor James Ireton, Jr.*
8 *Council Vice President Laura Mitchell* *Councilwoman Eugenie P. Shields*
9 *Councilman John “Jack” R. Heath* *Councilman Timothy K. Spies*

10
11 **IN ATTENDANCE**

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13 *City Clerk Kimberly R. Nichols, CMC, Assistant City Administrator Terence Arrington, City*
14 *Attorney Mark Tilghman, Internal Services Director Keith Cordrey, Assistant Director Internal*
15 *Services – Procurement Jennifer Miller, Public Works Director Mike Moulds, interested citizens*
16 *and members of the press*

17 *****

18 **CITY INVOCATION – PLEDGE OF ALLEGIANCE**

19
20 *The City Council met in regular session at 6:02 p.m. in Council Chambers. Council President*
21 *Day called the meeting to order and invited The Reverend David Michaud, Rector at St. Peter’s*
22 *Episcopal Church to offer the City Invocation. Afterwards, those in attendance recited the*
23 *Pledge of Allegiance to the flag of the United States of America.*

24
25 **PRESENTATIONS**

26
27 *Proclamation – Municipal Government Works Month – presented by Mayor James Ireton, Jr.*

28 *Mayor Ireton presented the proclamation to proclaim November as Municipal Government*
29 *Works Month in an effort to educate citizens about municipal government and the importance of*
30 *their participation.*

31
32 **Community Organization Presentations**

- 33
34
 - Wor-Wic Community College Driver Education Program – presented by Dean of*

35 *Continuing Education and Workforce Development Ruth E. Baker and Director of*
36 *Continuing Education and Workforce Development Lee Ann Gunning*

37
38 *Ms. Ruth E. Baker and Ms. Lee Ann Gunning joined Council to present the new driver*
39 *education program at Wor-Wic Community College, scheduled to begin December 1,*
40 *2014. Ms. Gunning provided an informative PowerPoint on the program, which will*
41 *award scholarships for those unable to pay the entire tuition.*

43 *Pohanka Automotive Group of Salisbury donated two cars to be used in the behind-the-*
44 *wheel class sessions after concern was expressed at a recent community leaders meeting*
45 *that one of the economic development and job opportunity issues in our community is the*
46 *number of local residents without driver's licenses. The course, required by the Motor*
47 *Vehicle Administration, was developed to help local residents unable to pay for driver*
48 *education and is the only local driver education school that offers financial aid.*

49
50 *The course will provide students with 30 hours of classroom instruction and six hours of*
51 *behind-the-wheel training with an instructor. Students must have a valid Maryland*
52 *learner's permit before starting class, and if under 18 years old, must have a*
53 *parent/mentor attend the first class session. For more information, call Wor-Wic's*
54 *continuing education division at (410) 334-2815.*

- 55
56 • *Lower Shore Clinic – presented by Clinic Director Richard Bearman*

57
58 *Richard Bearman joined Council at the podium to discuss Lower Shore Clinic's*
59 *treatment services. Clients are welcomed daily at 7:50 a.m. on a first come, first served*
60 *walk-in basis, and referrals are not necessary. The Clinic, located at 505 East Main*
61 *Street in Salisbury, recently added integrated Primary Care to the services offered, which*
62 *include Counseling, Group Therapy, Medication, Family Counseling, Physical Health*
63 *Education, Disorder Treatment, Case Management, Crisis Intervention, Same Day*
64 *Urgent Care, Mobile Treatment, and Discharge and Aftercare Planning. Lower Shore*
65 *Clinic refuses no one, regardless of ability to pay, accepts Maryland Medical Assistance*
66 *and Medicare, and offers a sliding fee scale based upon income.*

67
68 *Lower Shore Clinic is affiliated with Go-Getters, a psychiatric rehabilitation program*
69 *offering support for all people recovering from severe mental illness and disorders on the*
70 *Lower Eastern Shore of Maryland, and is open to all Lower Shore adult residents*
71 *regardless of whether they are Go-Getters members or not. For more information, call*
72 *the Clinic at 410-341-3420.*

73 74 **ADOPTION OF LEGISLATIVE AGENDA**

75
76 *Mrs. Mitchell moved and Mrs. Shields seconded to approve the Legislative Agenda.*

77
78 *Mrs. Mitchell moved to remove Resolution No. 2459 and Resolution No. 2460 from the Consent*
79 *Agenda and to be placed before the Award of Bids. The motion was unanimously approved.*

80
81 *Mr. Heath moved, Mrs. Shields seconded, and the vote was unanimous to remove RFP 02 – 15*
82 *Engineering Construction and Inspection Services for Parkside HS Regional Lift Station and*
83 *Mill Street Pump Station Improvements from the Award of Bids. Assistant Director Internal*
84 *Services – Procurement Jennifer Miller explained the Procurement Department had requested*

85 *additional time to review the recommendation.*

86

87 *The Legislative Agenda, as amended, was unanimously approved.*

88

89 **CONSENT AGENDA** – presented by City Clerk Kim Nichols

90

91 *The amended Consent Agenda was unanimously approved on a motion and seconded by Mrs.*
92 *Mitchell and Mrs. Shields, respectively:*

93

94 • *October 20, 2014 work session minutes*

95 • *October 20, 2014 closed session minutes (separate envelope)*

96 • *October 27, 2014 regular meeting minutes*

97 • *Resolution No. 2458 - approving the appointment of Ursula Ehrhardt to the Historic*
98 *District Commission for term ending 11/10/2017*

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100 **RESOLUTIONS NO. 2459 and 2460**

101

102 • *Resolution No. 2459 - approving the appointment of Susan Jones to the Salisbury Zoo*
103 *Commission for term ending 11/10/2017*

104

105 *Mrs. Shields moved and Mrs. Mitchell seconded to approve Resolution No. 2459.*

106

107 *Mrs. Mitchell moved, Mr. Heath seconded, and the vote was unanimous to amend*
108 *Resolution No. 2459 by striking the term ending date of 11/10/2017 on Line 8 and*
109 *inserting 12/31/2015 to keep the expiration date in line with other expiration dates*
110 *because they are staggered.*

111

112 *Resolution No. 2459, as amended, was unanimously approved.*

113

114 • *Resolution No. 2460 - approving the appointment of Sarah Rayne to the Salisbury Zoo*
115 *Commission for term ending 11/10/2017*

116

117 *Mrs. Mitchell moved and Mr. Heath seconded to approve Resolution No. 2460.*

118

119 *Mrs. Mitchell moved, Mr. Spies seconded, and the vote was unanimous to amend*
120 *Resolution No. 2460 by striking the term ending date of 11/10/2017 on Line 8 and*
121 *inserting 12/31/2016 to keep the expiration date in line with other expiration dates*
122 *because they are staggered.*

123

124 *Resolution No. 2460, as amended, was unanimously approved.*

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126 **AWARD OF BIDS** – presented by Assistant Director of Internal Services – Procurement Jennifer
127 *Miller*

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The amended Award of Bids, consisting of the following item, was unanimously approved on a motion by Mr. Spies that was seconded by Mrs. Mitchell:

- *Declaration of Surplus – Parking Lot #30 \$ 0.00*
- *Declaration of Surplus – Glock Automatic Pistol – Salisbury Police Department - \$ 0.00*
- *Declaration of Surplus – Copier Machine – Salisbury Police Department - \$ 0.00*

RESOLUTION – *presented by Assistant City Administrator Terence Arrington*

- *Resolution No. 2461 – authorizing the capacity fee of the City’s comprehensive connection charge to be waived for a development known as the Booth Street Apartments Phase I, an affordable housing development*

On a motion and seconded by Mrs. Shields and Mrs. Mitchell, respectively, and by unanimous vote in favor, Resolution No. 2461 was unanimously approved as presented.

ORDINANCES – *presented by City Attorney Mark Tilghman*

- *Ordinance No. 2305 – 2nd reading – approving an amendment of the FY15 Budget to appropriate funds for traffic equipment repairs and maintenance*

On a motion and seconded by Mrs. Mitchell and Mr. Spies, respectively, and by unanimous vote in favor, Ordinance No. 2305 was passed for second reading.

- *Ordinance No. 2306 – 1st reading – amending Chapter 13, Public Services, of the City Code by adding Chapter 13.30 for the purpose of establishing a Stormwater Utility under the direction and supervision of the Public Works Department and further establishing a Stormwater Utility Fee System*

Mr. Spies moved and Mr. Heath seconded to approve Ordinance No. 2306 for first reading.

One member of the public commented the following in reference to Ordinance No. 2306:

- *The Stormwater Utility is a rainwater tax and unnecessary since property taxes have been used in the past to remediate stormwater issues*
- *Carroll County has received State approval for creating a remediation fund (they have placed property tax money aside for this) and they can still qualify for grants*
- *If this is attached to the water bills or collected directly from the property owners, the renters and their abilities to pay will be impacted*
- *This is not required by Maryland and needs to be eliminated*

171 *Mayor Ireton provided the following timeline in establishing the Stormwater Utility:*

- 172
- 173 ➤ *November 18, 2014 – Mayor’s Neighborhood Outreach session*
- 174 ➤ *November 24, 2014 – Ordinance No. 2306 for second reading*
- 175 ➤ *December 1, 2014 – Impervious area work from ESRGC will be complete*
- 176 ➤ *January 16, 2015 – Public Works fee analysis will be presented*
- 177 ➤ *February 2, 2015 – Informational brochure mailing*
- 178 ➤ *February 2, 2015 – Council scheduled to set the fee*
- 179 ➤ *March 9, 2015 – The Stormwater Utility Fee ordinance first reading is scheduled*
- 180 ➤ *March 23, 2015 – The Stormwater Utility Fee ordinance for second reading*
- 181 ➤ *April 20, 2015 – Sample bills mailed to all properties greater than one ERU*
- 182 ➤ *May, 2015 – Billing information will be provided to Wicomico County*
- 183 ➤ *June 30, 2015 – Implementation of Stormwater Utility will be complete*
- 184

185 *Ordinance No 2306 for first reading was unanimously approved.*

186

187 *Mr. Spies reminded the public that there would be no trash or recycling pickup tomorrow due to*

188 *Veterans Day. Normal Tuesday pickups will resume next Tuesday at which time there will be*

189 *City e-cycling pickup. Call 410-548-3177 to schedule a pickup.*

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191 *As there were no requests for public comments, Council President Day adjourned the Legislative*

192 *Session at 7:12 p.m.*

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CITY OF SALISBURY, MARYLAND

CLOSED SESSION
NOVEMBER 3, 2014

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TIME & PLACE: 6:39 p.m., Government Office Building – Council Chambers, Room 301
PURPOSE: To consult with counsel to obtain legal advice on a legal matter
VOTE TO CLOSE: Unanimous
CITATION: Annotated Code of Maryland Sections 10-508(a)(7)
PRESENT: Council President Jacob R. Day, Mayor James Ireton, Jr., Council Vice President Laura Mitchell, Councilwoman Eugenie P. Shields, Councilman John “Jack” R. Heath, Councilman Timothy K. Spies, City Clerk Kimberly R. Nichols, City Administrator Tom Stevenson, City Attorney Mark Tilghman and Fire Chief Rick Hoppes

On November 3, 2014, Council convened in Work Session in Council Chambers (Room #301) of the Government Office Building. At 6:26 p.m., Mrs. Shields moved, Mr. Spies seconded, and the vote was unanimous to convene in Closed Session to consult with counsel to obtain legal advice on a legal matter counsel. After a recess, the Closed Session began at 6:39 p.m.

While in Closed Session, Fire Chief Rick Hoppes and City Attorney Mark Tilghman updated Council on the Salisbury Fire Station #2 land transfer agreement, and no action was taken or consensus reached at this time.

Fire Chief Hoppes then discussed the Fire Service Agreement with Council and Mr. Tilghman. Council reached unanimous consensus on which option in which to move forward.

At 7:46 p.m., on a motion by Mrs. Shields, seconded by Mr. Spies, and approved by unanimous vote in favor, Council President Day adjourned the Closed Session, returned to Open Session, and provided the required statement to the public. Thereafter, the Open Session was adjourned.

CLOSED SESSION
NOVEMBER 17, 2014

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TIME & PLACE: 9:35 p.m., Government Office Building – Council Chambers, Room 301
PURPOSE: To consider the acquisition of real property for a public purpose and matters directly related thereto; to consult with counsel to obtain legal advice on a legal matter; and before a contract is awarded or bids are opened, to discuss a matter directly related to a negotiating strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process

VOTE TO CLOSE: Unanimous

CITATION: Annotated Code of Maryland §10-508(a)(3)(7)(14).

PRESENT: Council President Jacob R. Day, Council Vice President Laura Mitchell, Councilman John “Jack” R. Heath, Councilwoman Eugenie P. Shields, Councilman Timothy K. Spies, Assistant City Clerk Diane C. Nelson, City Administrator M. Thomas Stevenson, Jr., City Attorney Mark Tilghman, Planning & Zoning Director Jack Lenox, and Assistant Director Internal Services – Procurement Jennifer Miller

NOT PRESENT: Mayor James Ireton, Jr.

The City Council convened in Work Session in Room #301 in the Government Office Building at 5:09 p.m. and at 9:35 p.m., President Day called for a motion to convene in Closed Session. Mr. Spies moved, Mrs. Mitchell seconded, and the vote was unanimous to convene in Closed Session for the purpose of considering the acquisition of real property for a public purpose and matters directly related thereto; consulting with counsel to obtain legal advice on a legal matter; and before a contract is awarded or bids are opened, discussing a matter directly related to a negotiating strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process in accordance with the Annotated Code of Maryland §10-508(a)(3)(7)(14).

At 10:23 p.m., on a motion and second by Mr. Spies and Mrs. Mitchell, respectively, and by unanimous vote in favor, the Closed Session was adjourned and Council reconvened in Open Work Session. President Day then reported that while in Closed Session Council had discussed two land agreement items, deciding to move forward with an agreement on one property and to not award a bid on the other property but to reconvene discussion on that property.

Thereafter, the Work Session adjourned.

Assistant City Clerk

City Clerk

Council President

City of Salisbury



MARYLAND



125 NORTH DIVISION STREET
SALISBURY, MARYLAND 21801
Tel: 410-334-3028
Fax: 410-548-3192

JAMES IRETON, JR.
MAYOR

TOM STEVENSON
CITY ADMINISTRATOR

TERENCE ARRINGTON
ASSISTANT CITY ADMINISTRATOR

KEITH A. CORDREY
DIRECTOR OF INTERNAL SERVICES

To: Tom Stevenson, City Administrator
From: Keith Cordrey, Director of Internal Services
Date: October 9, 2014
Re: Resolution authorizing retention of Delmarva Collections to collect delinquent accounts

The city has been working with the city legal firm to collect delinquent accounts. The city legal team has advised that for smaller balances due to the city, it will be more economical to retain the services of a collection agency.

Since the collection efforts are a form of legal representation, a resolution is needed whereby the council authorizes the retention of such services. Attached is a resolution which would authorize the city to retain Delmarva Collections to collect delinquent accounts. A resolution has previously been passed authorizing Delmarva Collections to collect delinquent Personal Property Tax accounts.

The commissions and terms for the agreement are defined in the attached proposed agreement. We will execute the agreement once council approves Delmarva Collections, Inc. as a legal representative in the capacity described in the agreement. We can cancel the agreement with 90 days' notice provided however that accounts that have a legal status cannot be canceled.

RESOLUTION No. 2462

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING RETENTION OF DELMARVA COLLECTIONS TO COLLECT DELINQUENT ACCOUNTS.

WHEREAS, the City has delinquent Accounts Receivable accounts; and

WHEREAS, the City has a need for collection services to collect delinquent amounts due to the city; and

WHEREAS the collection efforts are a form of legal representation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MD that the City is authorized to retain Delmarva Collections to collect delinquent Accounts Receivable due to the city.

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

ATTEST:

Kimberly R. Nichols, City Clerk

Jacob R. Day, City Council President

APPROVED BY ME THIS

____ day of _____, 2014.

James Ireton, Jr., Mayor



Delmarva Collections, Inc.
P. O. Box 37
Salisbury, MD 21803-0037
(410)546-3742 (800) 426-4664
Fax (410) 742-1675

PROPOSAL FOR COLLECTION OF MISC. RECEIVABLES

Agreement made this 2nd day of September, 2014 between **City of Salisbury** (hereinafter referred to as "Creditors"), whose principal place of business is 125 N. Division Street Salisbury, MD 21801 and **Delmarva Collections Inc.** (hereinafter referred to as Collector"), whose principal place of business is 820 East Main Street Salisbury, Maryland 21804.

Witnesseth:

Whereas, Creditor desires from time to time during the term of this agreement to submit to Collector for Collection certain miscellaneous claims, accounts, or other evidences of indebtedness (hereinafter called "Claims"), and

Whereas, Collector desires to provide Creditor with Collection services with the respect to said Claims.

Now therefore, for and in consideration of the mutual covenants hereinafter set forth it is mutually agreed by and between the parties hereto as follows:

A. ASSIGNMENT OF ACCOUNTS

1. DCI will enter all account placement information into its collection system within 48 hours of receipt, and begin such collection activity immediately upon placement. DCI will forward a detailed acknowledgement of placement to Client.
2. Collector agrees that all activities of Collector shall be carried out in compliance with all applicable federal, state, and local laws.
3. Creditor hereby warrants that all Claims forwarded to Collector will be valid and legally enforceable debts, and that the Creditor will, both before and after forwarding said claims, comply with all applicable federal, state, and local laws with respect thereto. Further, Creditor agrees to provide, whenever requested to do so by Collector: a written verification of a claim, a copy of the judgment, if any, on which a claim is based, the name and address of the person or entity to whom the debt was originally owed, if different from Creditor.
4. If any court of competent jurisdiction shall rule that any provisions of this agreement is invalid or unenforceable, the remaining provisions shall remain in full force and effect and shall not be affected by said ruling.

B. COMMISSIONS

1. DCI will earn a commission on the following contingency fee schedule:
 - a. Primary Accounts –Twenty-Five Percent (25%) commission based on total amount collected.
Defined as accounts referred by Client behind in-house collection department.
 - b. Legal Accounts – Thirty Percent (30%) commission based on total collected.

Defined as primary accounts authorized by client for legal action. Creditor is liable for court cost on accounts authorized for litigation.

DCI will utilize the services of Attorney William Hall for legal accounts and DCI will be responsible for his fees.
2. Creditor agrees to promptly report all payments within ten (10) days to avoid further collection efforts and will promptly report any bankruptcy notifications to said collector.

C. ADDITIONAL TERMS

1. This agreement shall be binding on the heirs, legal representatives, successors, and assigns of the parties hereto.
2. Collector agrees to hold harmless the Creditor, its officers, agents and employees from and against any and all claims, damages and losses arising out of Agency efforts to collect accounts assigned for collection; except, however, such as may be authorized acts on the part of the Creditor, its officers, agents and employees.
3. Except as necessary to carry out the terms of this agreement and, except as may be required by law, the parties agree to keep the terms of the Agreement and the carrying out of their obligations hereunder completely confidential.
4. This agreement is intended to be solely for the benefit of the parties herein.
5. DCI will report Client data to a credit reporting agency.
6. This agreement shall commence as of the date signed. Either party may terminate this agreement upon ninety (90) days written notice given to the other party. Accounts that have been authorized by Creditor for legal action or that have payment arrangements are not subject to cancelation by creditor.
7. Said Terms and Conditions have been signed by both parties and are hereby made a part of this agreement as fully and effectual as if they were set forth herein. Thus, whenever the term "Agreement" is used herein, it shall be construed to include said Terms and Conditions.

This Agreement, including the Terms and Conditions, contains the entire agreement between the parties hereto and cannot be amended or modified in any respect by any amendment, unless in writing, signed by both parties.

In Witness Whereof, the parties have hereunto set their hands and seals the day and year first above written.

City Of Salisbury
Creditor

Delmarva Collections Inc.
Collector

By _____ Date

By Joanne Young, President _____

Please print above name

INTER

OFFICE

MEMO

OFFICE OF THE MAYOR

To: City Council
Cc: Terence Arrington, Assistant City Administrator
From: Tom Stevenson
Subject: Fitzwater Street Corridor MOU with Osprey Builders
Date: November 10, 2014

Attached for discussion with City Council is a contract between Osprey Property Company, LLC, and the City of Salisbury, MD.

Osprey Property Company, LLC, is the Developer constructing a development to operate rental housing for individuals with low to moderate income. The development is known as Rivers Edge located at Fitzwater Street. The Developer wishes to contribute \$10,000.00 to the cost of improvements along Fitzwater Street pursuant to the terms and specifications of the Main Street Masterplan. The city wishes to accept the proposed contribution from Rivers Edge and expend the funds contributed by the developer on streetscape improvements along Fitzwater Street.

The City of Salisbury is currently under contract with A. Morton Thomas & Associates, Inc. for the development of Main Street Masterplan to achieve uniform streetscape and improved appearance of city streets. The city and developer anticipate the Main Street Masterplan will include intersections which emphasize transition to the waterfront, rhythmic tree and lighting patterns, and increased trees and landscaping.

This discussion is to determine whether the Developer's streetscape improvements adheres to the Main Street Masterplan. In addition, further discussion of whether the City of Salisbury should encourage property owners and developers along the Fitzwater Street corridor to contribute funds prior to completion of the Main Street Masterplan.

1 RESOLUTION No. 2463

2 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND ACCEPTING
3 OSPREY PROPERTY COMPANY, LLC'S CONTRIBUTION TO
4 STREETSCAPE IMPROVEMENTS TO FITZWATER STREET CORRIDOR
5

6 WHEREAS, the Developer, Osprey Property Company, LLC, is constructing a development to
7 operate rental housing for persons with low to moderate incomes, known as Rivers Edge located at
8 Fitzwater Street ("the Project"); and

9 WHEREAS, the City is currently under contract with A. Morton Thompson, for the development
10 of Main Street Masterplan to achieve uniform streetscape and improved appearance of the City's streets;
11 and

12 WHEREAS, the Developer wishes to contribute to the cost of such improvements to be made
13 pursuant to the terms and specifications of the anticipated Main Street Masterplan, when adopted by the
14 City; and

15 WHEREAS, the Developer and the City wish to encourage other property owners and developers
16 along the Fitzwater Street corridor to contribute funds prior to the completion of the Main Street
17 Masterplan; and

18 WHEREAS, the City wishes to accept the proposed contribution and agrees to expend the funds
19 contributed by Developer on streetscape improvements along Fitzwater Street in the vicinity of Rivers
20 Edge pursuant to the terms and specifications of the Main Street Masterplan, as it is approved by the City;
21 and

22 WHEREAS, the City and Developer anticipate that the Main Street Masterplan will include
23 intersections which emphasize transition to the waterfront, rhythmic tree and lighting patterns, bicycle
24 lanes, and increased trees and landscaping.

25 NOW, THEREFORE BE IT RESOLVED that the Council of the City of Salisbury, Maryland
26 does hereby accept the \$10,000.00 contribution of Osprey Property Company, LLC, for the cost of
27 streetscape improvements, the City agrees to expend those funds for streetscape improvements to be made
28 along the Fitzwater Street corridor in the vicinity of Rivers Edge pursuant to the Main Street Masterplan,
29 currently under development, according to the specifications and terms of that plan as it is finally adopted
30 by the City, and the Mayor is authorized to execute such agreements as are necessary to finalize the intent
31 of this Resolution, without additional cost to the City. An approved form of Agreement, subject to any
32 recommended changes by the City Solicitor, is attached hereto as Exhibit A.

33 THIS RESOLUTION was introduced and duly passed at a meeting of the Council of the
34 City of Salisbury, Maryland held on _____, 2014 and is to become effective
35 immediately upon adoption.
36
37
38

39 ATTEST:

40

41

42

43 _____
Kimberly R. Nichols

44 CITY CLERK

45

46

Jacob R. Day

PRESIDENT, City Council

47 APPROVED by me this _____ day of _____, 2014

48

49

50

51 _____
James Ireton, Jr.

52 MAYOR, City of Salisbury

1 **Exhibit A**

2
3 **Osprey Property Company, LLC’s Contribution to Streetscape**
4 **Improvements to Fitzwater Street Corridor**
5

6 **THIS AGREEMENT** is made this _____ day of _____, 2014, by and between
7 City of Salisbury, MD, a municipal corporation of the State of Maryland (hereinafter, “the City”), and
8 Osprey Property Company, LLC, (hereinafter, “the Developer”).

9 **RECITALS**

10 **WHEREAS**, the Developer, Osprey Property Company, LLC, is constructing a development to
11 operate rental housing for persons with low to moderate incomes, known as Rivers Edge located at
12 Fitzwater Street (“the Project”); and

13 **WHEREAS**, the City is currently under contract with A. Morton Thompson, for the development
14 of Main Street Masterplan to achieve uniform streetscape and improved appearance of the City’s streets;
15 and

16 **WHEREAS**, the Developer wishes to contribute to the cost of such improvements to be made
17 pursuant to the terms and specifications of the anticipated Main Street Masterplan, when adopted by the
18 City; and

19 **WHEREAS**, the Developer and the City wish to encourage other property owners and developers
20 along the Fitzwater Street corridor to contribute funds prior to the completion of the Main Street
21 Masterplan; and

22 **WHEREAS**, the City wishes to accept the proposed contribution and agrees to expend the funds
23 contributed by Developer on streetscape improvements along Fitzwater Street in the vicinity of Rivers
24 Edge pursuant to the terms and specifications of the Main Street Masterplan, as it is approved by the City;
25 and

26 **WHEREAS**, the City and Developer anticipate that the Main Street Masterplan will include
27 intersections which emphasize transition to the waterfront, rhythmic tree and lighting patterns, bicycle
28 lanes, and increased trees and landscaping.

29 **NOW, THEREFORE**, Osprey Property Company, LLC, agrees to contribute \$10,000.00 to the
30 cost of streetscape improvements and the City agrees to expend those funds for streetscape improvements
31 to be made along the Fitzwater Street corridor in the vicinity of Rivers Edge pursuant to the Main Street
32 Masterplan, currently under development, according to the specifications and terms of that plan as it is
33 finally adopted by the City.

34
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36 **WITNESS:**
37 _____

THE CITY OF SALISBURY, MARYLAND
BY: _____

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Mayor: James Ireton, Jr.

WITNESS/ATTEST:

DEVELOPER: Osprey Property Company, LLC

BY: _____

APPROVED AS TO FORM:

_____, City Solicitor
S. Mark Tilghman

STATE OF MARYLAND, COUNTY OF WICOMICO, to wit:

I HEREBY CERITFY, that on this ____ day of _____, 2014, before me, a Notary Public in and for the State aforesaid, personally appeared James Ireton, Jr., who has been satisfactorily proven to be the person whose names is subscribed to the within instrument, who acknowledged himself to be a duly elected official of the **City of Salisbury**, a municipal corporation of the State of Maryland, and that said official, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation as such official.

WITNESS my hand and notarial seal.

_____(SEAL)
Notary Public
My Commission Expires: _____

STATE OF MARYLAND, COUNTY OF WICOMICO, to wit:

I HEREBY CERITFY, that on this ____ day of _____, 2014, before me, a Notary Public in and for the State aforesaid, personally appeared _____, who has been satisfactorily proven to be the person whose names is subscribed to the within instrument, who acknowledged himself to be **the Controlling Member of Osprey Property Company, LLC**, and that, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name.

WITNESS my hand and notarial seal.

_____(SEAL)
Notary Public
My Commission Expires: _____

City of Salisbury



MARYLAND



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

KEITH A. CORDREY
DIRECTOR OF INTERNAL SERVICES

JENNIFER MILLER
ASST. DIRECTOR OF INTERNAL
SERVICES

JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

TERENCE ARRINGTON
ASSISTANT CITY ADMINISTRATOR

Council Agenda – Award of Bids

November 24, 2014

- | | |
|---|--------------|
| 1. Award of Bid – RFP 02-15
Engineering Construction & Inspection Services
For Parkside HS Regional Lift Station and Mill Street
Pump Station Improvements | \$171,500.00 |
| 2. Declaration of Surplus – Cimline Hot Box
Salisbury Public Works | \$ 0.00 |
| 3. Declaration of Surplus – Sentry Fire Safe
Salisbury Police Department | \$ 0.00 |

City of Salisbury



MARYLAND



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

KEITH A. CORDREY
DIRECTOR OF INTERNAL SERVICES

JENNIFER MILLER
ASST. DIRECTOR OF INTERNAL
SERVICES

JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

TERENCE ARRINGTON
ASSISTANT CITY ADMINISTRATOR

Council Agenda

November 24, 2014

TO: Mayor and City Council

SUBJECT: Award of Bid
RFP 02-15 Engineering Construction Services for
Parkside HS Regional Lift Station and Mill Street Pump Station Improvements

The City of Salisbury Internal Services Department, Procurement Division, received a request from the Public Works Department to solicit bids for RFP 02-15 Engineering Construction Services for Parkside HS Regional Lift Station and Mill Street Pump Station Improvements. The project includes both construction administration and inspection services for both locations.

The Procurement Department followed standard bid practices by advertising in the Daily Times, on the City of Salisbury's website, utilizing the City's vendor list, and advertising on the State of Maryland's website, eMaryland Marketplace. A total of six (6) vendors submitted a bid by the due date and time of Tuesday, September 30, 2014 at 2:30 p.m. A six-person evaluation committee of Salisbury Public Works employees reviewed the vendor proposals and ranked each proposer on a scale of zero (unacceptable) to four (superior) according to the evaluation criteria established in the RFP:

Weighting Factor	Criterion
40%	Expertise, experience, and qualifications of the Vendor, its personnel and proposed subcontractors as related to the Scope of Services, and understanding of the Scope of Services.
30%	Experience working with municipal governments and municipal projects with emphasis on projects with the City and Wicomico County or similar type municipalities and performance on all projects within the last three years.
20%	Price and billable rates.
10%	Geographic location of the Vendor relative to the location of the City and the Vendor's ability to respond to routine everyday type requests.

Vendor	Construction Administration Services	Inspection Services	Total	Composite Score	Rank
George, Miles & Buhr, LLC	\$59,000.00	\$112,500.00	\$171,500.00	3.50	1
EA Engineering	\$58,703.00	\$145,267.20	\$203,970.20	2.98	2
Cabe	\$19,900.00	\$91,450.00	\$111,350.00	2.97	3
Hazen and Sawyer	\$79,680.00	\$164,318.00	\$243,998.00	2.87	4
URS Corporation	\$58,000.00	\$171,000.00	\$229,000.00	2.62	5
Whitman, Requardt & Associates	\$158,540.00	\$124,800.00	\$283,340.00	2.56	6

George, Miles & Buhr, LLC was determined by the evaluation committee to have presented the best proposal due to their clear understanding of the work required and staff experience. There are sufficient funds to cover this purchase in account 30200-513020-55015

The Procurement Department requests Council's approval to award RFP 02-15 to George, Miles & Buhr, LLC, in the amount of \$171,500.00.

Sincerely,



Jennifer Miller

Assistant Director of Internal Services – Procurement and Parking



JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

TERENCE ARRINGTON
ASSISTANT CITY ADMINISTRATOR

MARYLAND

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: Jennifer Miller, Assistant Director of Internal Services – Procurement & Parking
From: Michael S. Moulds, P.E., Director of Public Works
Paul B. Mauser, E.I., Project Engineer
Date: October 20, 2014
Re: Contract No. RFP 02-15
Engineering Construction Services for Parkside High School Regional Lift Station and Mill Street Pump Station Improvements

Salisbury Public Works recently advertised a Request for Proposals for the Engineering Construction Services for Parkside High School Regional Lift Station and Mill Street Pump Station Improvements project. The proposals included providing engineering construction services including full time inspection for the implementation of the City's Parkside High School Regional Lift Station and Mill Street Pump Station Improvements Project.

Six firms submitted proposals to RFP 02-15 on Tuesday, September 30, 2014 at 2:30 p.m.: Cabe Associates, Inc.; EA Engineering, Science, and Technology, Inc.; George, Miles & Buhr, LLC; Hazen & Sawyer; Whitman, Requardt & Associates, LLP; and URS Corporation.

The selection committee included: Tom Messick, WWTP Collection Systems Superintendent; Jim Grindle, Senior Project Engineer; and Paul Mauser, Project Engineer.

After an independent and detailed review of all the proposals, each evaluator ranked the six vendors based upon the evaluation criteria established in the RFP, which included: (40%) expertise, experience, and qualifications of the vendor; (30%) experience working with municipal governments with emphasis on City of Salisbury and Wicomico County projects; (20%) price and billable rates; and (10%) geographic location of the vendor relative to the City. The selection committee then met to compare individual rankings and to develop a composite ranking of each firm. The rating is on a scale of 0 to 4 with 0 being "Unacceptable" and 4 being "Superior".

The proposed contract costs and the composite rankings are provided below:

<u>Consultant</u>	<u>Total Fee = CA + Inspection</u>			<u>Composite Score</u>	<u>Ranking</u>
	<u>Total Fee</u>	<u>Construction Administration (CA)</u>	<u>Inspection</u>		
GMB	\$171,500.00	\$59,000.00	\$112,500.00	3.50	1
EA Engineering	\$203,970.20	\$58,703.00	\$145,267.20	2.98	2
Cabe	\$111,350.00	\$19,900.00	\$91,450.00	2.97	3
Hazen & Sawyer	\$243,998.00	\$79,680.00	\$164,318.00	2.87	4
URS	\$229,000.00	\$58,000.00	\$171,000.00	2.62	5
WRA	\$283,340.00	\$158,540.00	\$124,800.00	2.56	6
Average	\$207,193.03	-	-	2.77	-

Based on the selection committee ranking, George, Miles & Buhr, LLC presented the best team to successfully complete this project due to their clear understanding of the scope of work and technically skilled staff capable of completing the project.

Sufficient funds have been secured and are available in account 30200-513020-55015. Please issue a Purchase Order to George, Miles & Buhr, LLC in the amount of \$171,500.00 for the scope of work specified in RFP 02-15.



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

City of Salisbury



MARYLAND



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

KEITH A. CORDREY
DIRECTOR OF INTERNAL SERVICES

JENNIFER MILLER
ASST. DIRECTOR OF INTERNAL SERVICES

JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

TERENCE ARRINGTON
ASSISTANT CITY ADMINISTRATOR

Council Agenda

November 24, 2014

TO: Mayor and City Council
RE: Declaration of Surplus – Cimline Hot Box
Salisbury Department of Public Works

The Internal Services Department, Procurement Division, received a request from Salisbury Public Works to declare as surplus the Cimline Hot Box that was purchased in January 2009. The equipment failed in 2010 and was repaired, but again in 2013 it experienced the same part failure. The machine is non-functional and unable to be repaired. A copy of the department memo is attached for further information.

The Procurement Division requests Council's approval to declare the noted items "surplus" and to allow the City of Salisbury Public Works Department to dispose of the hot patch machine.

Sincerely,

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

City of Salisbury



MARYLAND



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

JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

TERENCE ARRINGTON
ASSISTANT CITY ADMINISTRATOR

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

To: Jennifer Miller, Assistant Director of Internal Services – Procurement & Parking
From: Michael Moulds, Director of Public Works
Date: October 23, 2014
Re: Surplus – Cimline Hot Box

Salisbury Public Works is recommending that the City declare the Cimline Hot Box as surplus.

The Cimline Hot Box, or Hot Patcher machine, was purchased in January 2009 for \$25,870. The machine is used to heat and transport hot mix while keeping it hot all day or overnight. The tongue broke off the machine in March 2010 and was repaired by Cimline. There was a one year warranty which expired in 2010. The tongue broke off again in March 2013 and was determined to be not repairable. The failure of the equipment in 2013 was in the same location as the 2010 repair. A claim was submitted to LGIT in June 2013 and was denied because the loss was not caused by a covered cause of loss.

The City Attorney reviewed the information regarding this equipment to determine if a claim should be filed against the equipment manufacturer. After review, the City Attorney determined that if the City were to attempt to file a suit for defective repairs made by Cimline in 2010, then the City would have to prove through expert testimony that the past repairs that were made were done incorrectly. However, due to the time that has elapsed and the lack of information available, it is not recommended to pursue a suit against the manufacturer. Therefore, the Public Works Department recommends declaring the equipment as surplus.

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

City of Salisbury



MARYLAND



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

KEITH A. CORDREY
DIRECTOR OF INTERNAL SERVICES

JENNIFER MILLER
ASST. DIRECTOR OF INTERNAL
SERVICES

JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

TERENCE ARRINGTON
ASSISTANT CITY ADMINISTRATOR

Council Agenda

November 24, 2014

TO: Mayor and City Council

RE: Declaration of Surplus – Sentry Fire Safe
Salisbury Police Department

The City of Salisbury Internal Services Department – Procurement Division received a request from the Salisbury Police Department to declare the following item surplus:

Item	Brand	Model	Serial #
Fire Safe	Sentry	MSW3517	BM958879

Upon declaration of surplus as approved by City Council, the aforementioned safe will be used to store SPD weapons. A copy of the departmental memo follows.

Thank you,

Jennifer Miller
Assistant Director of Internal Services – Procurement and Parking

City of Salisbury



JAMES IRETON JR.
MAYOR

TOM STEVENSON
CITY ADMINISTRATOR



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



BARBARA DUNCAN
CHIEF OF POLICE

October 22, 2014

To: Jennifer Miller
From: Major David Meienschein
Subject: Recommendation for Surplus of Sentry Fire Safe

I am requesting that the attached Sentry Fire Safe be deemed surplus. Upon council approval this Safe will be incorporated into the Salisbury Police Department inventory to store SPD Weapons.

Respectfully,

A handwritten signature in red ink, appearing to read "David Meienschein" with a stylized flourish and the number "0165" at the end.

David Meienschein
Administrative Commander

Police Department
Salisbury, Maryland
MEMORANDUM 180-14
October 20 , 2014

TO: Major Meienschein
Lt Kaiser
Purchasing Department-Tom Tengman

From: Salisbury Police Department

Subject: Surplus property for departmental use

Attached is a copy of a request for a Sentry fire safe to be used as departmental property. All known owners of this property have been contacted either by mail or by phone and have made no attempt to claim this property.

Please review the list and advise if you have any questions.

Distribution

Chief of Police
Administrative Commander
Administrative Lieutenant
CALEA: 84.1.7



*From the Office
of the
Fire Chief*

To: Tom Stevenson, City Administrator

Date: November 19, 2014

From: Richard A. Hoppes, Chief of the Department

Subject: Fire Station 2 Land Acquisition Agreement Approval

To complete the process of acquiring the land necessary to complete the Fire Station 2 Project, an agreement (Agreement) has been established to facilitate the process of mutual agreement between the City, Salisbury Fire Company # 2 (FS 2), and Morris and Morris Limited Partnership (Morris family). It is the department's request to present this agreement to City Council for approval to finalize this project.

The intent of the Agreement is to exchange parcels of land between the parties named above as follows:

- City relinquishes ownership of 801 Brown Street to the Morris family.
- FS 2 relinquishes ownership of 413 and 417 Naylor Street to the City
- Morris family relinquishes ownership of 411 Naylor Street, 804 Brown Street, 806 Brown Street, and 808 Brown Street to the City

Once approved, the process of finalizing this agreement will begin by legal execution of the agreement in its entirety with all deeds/rights of ownership executed in full.

Attach for review, is a resolution authorizing this approval of this agreement. It is our recommendation that the City Council approve the Agreement as proposed herein and attached. Unless the Mayor has further questions, please advance this memorandum to the City Council. As always, feel free to contact me with any questions you may have at 410-548-3120 X 103 or at rhoppes@ci.salisbury.md.us.

**This is a Department Specific Communication Intended for Internal Use Only
Unauthorized Use is Strictly Prohibited**

RESOLUTION NO. 2464

A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND TO ENTER INTO AN AGREEMENT BETWEEN THE CITY, SALISBURY FIRE COMPANY # 2, INCORPORATED, AND MORRIS AND MORRIS LIMITED PARTNERSHIP FOR THE PURPOSE AND INTENT TO EXCHANGE IDENTIFIED PARCELS OF LAND TO BUILD A NEW FIRE STATION.

WHEREAS, the City of Salisbury owns the following real property: All that land or parcels of land situate in the City of Salisbury, Parsons Election District, Wicomico County, Maryland referenced as Map 0104, Grid 0017, Parcel 1412, and being more particularly described in a deed to the City, dated January 12, 1990, and recorded among the land records of Wicomico County, Maryland in Liber 1205, Folio 00841; and,

WHEREAS, Salisbury Fire Company # 2, Inc. owns the following real property: All that land or parcels of land situate in the City of Salisbury, Parsons Election District, Wicomico County, Maryland referenced as Map 0104, Grid 0017, Parcel 1413, and being more particularly described in a deed to Station 2, dated October 14, 2005, and recorded among the land records of Wicomico County, Maryland in Liber 2490, Folio 00316; and,

All that land or parcels of land situate in the City of Salisbury, Parsons Election District, Wicomico County, Maryland referenced as Map 0104, Grid 0017, Parcel 1414, and being more particularly described in a deed to Station 2, dated June 10, 2014, and recorded among the land records of Wicomico County, Maryland in Liber 3717, Folio 00461; and

WHEREAS, Morris & Morris Limited Partnership owns the following real property: All that land or parcels of land situate in the City of Salisbury, Parsons Election District, Wicomico County, Maryland referenced as Map 0104, Grid 0017, Parcel 1409, and being more particularly described in a deed to Morris & Morris, dated November 21, 2000, and recorded among the land records of Wicomico County, Maryland in Liber 1781, Folio 00892; and,

All that land or parcels of land situate in the City of Salisbury, Parsons Election District, Wicomico County, Maryland referenced as Map 0104, Grid 0017, Parcel 1410, and being more particularly described in a deed to Morris & Morris, dated December 14, 1990, and recorded among the land records of Wicomico County, Maryland in Liber 1240, Folio 00558; and,

All that land or parcels of land situate in the City of Salisbury, Parsons Election District, Wicomico County, Maryland referenced as Map 0104, Grid 0017, Parcel 1411, and being more particularly described in a deed, to Morris & Morris, dated May 26, 1995, and recorded among the land records of Wicomico County, Maryland in Liber 1442, Folio 00533; and,

All that land or parcels of land situate in the City of Salisbury, Parsons Election District, Wicomico County, Maryland referenced as Map 0104, Grid 0017, Parcel 1418, and being more particularly described in a deed to Morris & Morris, dated December 14, 1990, and recorded among the land records of Wicomico County, Maryland in Liber 1240, Folio 00554; and,

All that land or parcels of land situate in the City of Salisbury, Parsons Election District, Wicomico County, Maryland referenced as Map 0104, Grid 0017, Parcel 1415 and being more particularly described in a deed to Morris & Morris, dated December 14, 1990, and recorded among the land records of Wicomico County, Maryland in Liber 1240, Folio 00558; and,

52 WHEREAS, the right, title and interest to all that land or parcels of land situate in the
53 City of Salisbury, Parson Election District, Wicomico County, Maryland described in deed, from
54 East Salisbury Fire Company No. 2 to the City, dated June 22, 1936, and recorded among the
55 land records of Wicomico County, Maryland in Liber 196, Folio 00324 (“Parcel 496”) is owned
56 by the City and Salisbury Fire Company # 2 joins in this Agreement, in part, to evidence its
57 intent to release Parcel 496 from the restrictive covenant in favor of Salisbury Fire Company # 2;
58 and,
59

60 WHEREAS, Morris & Morris Limited Partnership covenants and agrees to convey all its
61 right, title and interest to the Morris & Morris Properties unto the City, reserving unto itself a
62 right of way and a portion of Morris & Morris Property 4, as more particularly set forth in the
63 agreement; and,
64

65 WHEREAS, Salisbury Fire Company # 2 covenants and agrees to convey all its right,
66 title and interest to the Salisbury Fire Company # 2 properties unto the City; and,
67

68 WHEREAS, Salisbury Fire Company # 2 and the City covenant and agree to convey any
69 and all right, title and interest each has to Parcel 496, as the case may be, unto Morris & Morris
70 Limited Partnership; and,
71

72 NOW, THEREFORE BE IT RESOLVED, that the City shall enter into the agreement
73 between the city, Salisbury Fire Company # 2, Incorporated, and Morris and Morris Limited
74 Partnership for the purpose and intent to exchange identified parcels of land to build a new fire
75 station.
76

77 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the
78 Council of the City of Salisbury, Maryland held on Monday, _____, and is to
79 become effective immediately upon adoption.
80

81 ATTEST:

82 _____
83
84 Kimberly R. Nichols
85 CITY CLERK
86

Jacob R. Day
PRESIDENT, CITY COUNCIL

87
88 Approved this _____ day of _____ 2014.
89
90

91 _____
92 James Ireton, Jr.
93 MAYOR, CITY OF SALISBURY
94
95

**AGREEMENT
BETWEEN
CITY OF SALISBURY, MARYLAND
AND
SALISBURY FIRE COMPANY, NO. 2, INC.
AND
MORRIS & MORRIS LTD PARTNERSHIP**

THIS AGREEMENT is dated this ____ day of _____, 2014, by and between the CITY OF SALISBURY, MARYLAND, a municipal corporation of the State of Maryland (the “City”), SALISBURY FIRE COMPANY, NO. 2, INC. (“Station 2”), a Maryland corporation in good standing, and MORRIS & MORRIS, LTD PARTNERSHIP (“Morris & Morris”), a Maryland limited partnership in good standing (collectively the “Parties”).

Recitals

WHEREAS, the City owns the following real property:

All that land or parcels of land situate in the City of Salisbury, Parsons Election District, Wicomico County, Maryland referenced as Map 0104, Grid 0017, Parcel 1412, and being more particularly described in a deed to the City, dated January 12, 1990, and recorded among the land records of Wicomico County, Maryland in Liber 1205, Folio 00841 (the “City Property”). (A copy of the aforesaid deed to the City Property is attached hereto as *Exhibit A*.)

WHEREAS, Station 2 owns the following real property:

All that land or parcels of land situate in the City of Salisbury, Parsons Election District, Wicomico County, Maryland referenced as Map 0104, Grid 0017, Parcel 1413, and being more particularly described in a deed to Station 2, dated October 14, 2005, and recorded among the land records of Wicomico County, Maryland in Liber 2490, Folio 00316 (“Station 2 Property 1”); and,

All that land or parcels of land situate in the City of Salisbury, Parsons Election District, Wicomico County, Maryland referenced as Map 0104, Grid 0017, Parcel 1414, and being more particularly described in a deed to Station 2, dated June 10, 2014, and recorded among the land records of Wicomico County, Maryland in Liber 3717, Folio 00461, (“Station 2 Property 2”) (Station 2 Property 1 and Station 2 Property 2 are collectively referenced herein as the “Station 2 Properties”). (A copy of each of the deeds to the Station 2 Properties are attached hereto as *Exhibit B* and *Exhibit C*).

WHEREAS, Morris & Morris owns the following real property:

All that land or parcels of land situate in the City of Salisbury, Parsons Election District, Wicomico County, Maryland referenced as Map 0104, Grid 0017, Parcel 1409, and being more particularly described in a deed to Morris & Morris, dated November 21, 2000, and recorded among the land records of

Wicomico County, Maryland in Liber 1781, Folio 00892 (ITEM ONE) (“Morris & Morris Property 1”);

All that land or parcels of land situate in the City of Salisbury, Parsons Election District, Wicomico County, Maryland referenced as Map 0104, Grid 0017, Parcel 1410, and being more particularly described in a deed to Morris & Morris, dated December 14, 1990, and recorded among the land records of Wicomico County, Maryland in Liber 1240, Folio 00558 (ITEM FIRST) (“Morris & Morris Property 2”);

All that land or parcels of land situate in the City of Salisbury, Parsons Election District, Wicomico County, Maryland referenced as Map 0104, Grid 0017, Parcel 1411, and being more particularly described in a deed, to Morris & Morris, dated May 26, 1995, and recorded among the land records of Wicomico County, Maryland in Liber 1442, Folio 00533 (“Morris & Morris Property 3”);

All that land or parcels of land situate in the City of Salisbury, Parsons Election District, Wicomico County, Maryland referenced as Map 0104, Grid 0017, Parcel 1418, and being more particularly described in a deed to Morris & Morris, dated December 14, 1990, and recorded among the land records of Wicomico County, Maryland in Liber 1240, Folio 00554 (“Morris & Morris Property 4”); and

All that land or parcels of land situate in the City of Salisbury, Parsons Election District, Wicomico County, Maryland referenced as Map 0104, Grid 0017, Parcel 1415 and being more particularly described in a deed to Morris & Morris, dated December 14, 1990, and recorded among the land records of Wicomico County, Maryland in Liber 1240, Folio 00558 (ITEM SECOND) (“Morris & Morris Property 5”).

(Morris & Morris Property 1, Morris & Morris Property 2, Morris & Morris Property 3, Morris & Morris Property 4 and Morris & Morris Property 5 are collectively referenced herein as the “Morris & Morris Properties”). (A copy of each of the deeds to the Morris & Morris Properties are attached hereto as *Exhibit D, Exhibit E, Exhibit F, Exhibit G* and *Exhibit H*).

WHEREAS, the right, title and interest to all that land or parcels of land situate in the City of Salisbury, Parson Election District, Wicomico County, Maryland described in deed, from East Salisbury Fire Company No. 2 to the City, dated June 22, 1936, and recorded among the land records of Wicomico County, Maryland in Liber 196, Folio 00324 (“Parcel 496”) is owned by the City.(a copy of the deed conveying Parcel 496 to the City is attached hereto as *Exhibit I*), and Station 2 joins in this Agreement, in part, to evidence its intent to release Parcel 496 from the restrictive covenant in favor of Station 2.

WHEREAS, Morris & Morris covenants and agrees to convey all its right, title and interest to the Morris & Morris Properties unto the City, reserving unto itself a right of way and a portion of Morris & Morris Property 4, as more particularly set forth herein.

WHEREAS, Station 2 covenants and agrees to convey all its right, title and interest to the Station 2 Properties unto the City.

WHEREAS, Station 2 and the City covenant and agree to convey any and all right, title and interest each has to Parcel 496, as the case may be, unto Morris & Morris.

WHEREAS, the City covenants and agrees that any and all lands conveyed to the City hereunder shall be used to construct a fire station as more fully set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

AGREEMENT

I. Purpose. The purpose of this Agreement between the Parties shall be to convey certain properties described hereinabove, to each of the other Parties, as the case may be, and to provide for the execution of such documents as may be necessary to effectuate the conveyances of such properties. Each of the parties hereby certifies that this Agreement has been formally approved by appropriate action of its governing body and that the person executing this Agreement is authorized to do so on behalf of each Party.

II. Duration. The term of this Agreement shall be thirty-six (36) months, unless otherwise agreed to in writing by the Parties.

III. Covenants of the City. The City covenants and agrees to the following:

(a) After completion of construction of the new Fire Station, the City shall join with Station 2, in a deed, to convey any and all right, title and interest the City has to Parcel 496, as the case may be, unto Morris & Morris.

(1) Prior to the execution of the deed conveying Parcel 496 to Morris & Morris, the City shall raze, i.e. demolish, at its sole cost and expense, any and all buildings, improvements and fixtures located on Parcel 496. Upon razing any and all buildings, improvements and fixtures located on Parcel 496, the City shall clear the entire premises of Parcel 496 of any and all debris and shall mow the entire premises of Parcel 496, and upon the completion of said mowing, the City shall plant grass seed on the entire premises of 496.

(2) Prior to the execution of the deed by the City conveying Parcel 496 to Morris & Morris, the City shall provide Morris & Morris an environmental certification from a certified environmental testing company stating that Parcel 496 is free from environmental contamination.

(b) Any and all lands conveyed to the City by each of Station 2 and Morris & Morris hereunder shall be used to construct a fire station (the "Fire Station") to provide fire services to the Salisbury Fire District. The City shall permit Station 2 to conduct its operations from the Fire Station, pursuant to the terms and conditions set forth in the City code, as long as the Fire Station is operated by the City for the purpose of providing fire services to the Salisbury Fire District.

(c) The City shall pay all costs related to any planning, design, architectural, engineering, permitting, legal or other consultative service reasonably necessary to complete the construction of the Fire Station.

IV. Covenants of Station 2. Station 2 covenants and agrees to the following:

(a) Station 2 shall convey all its right, title and interest to the Station 2 Properties unto the City without restriction or limitation.

(b) Station 2 shall join with the City, in a deed to convey any and all right, title and interest Station 2 has to Parcel 496, as the case may be, unto Morris & Morris, and release Parcel 496 from the covenant that it be used as a Fire Station to house Station 2.

(c) Station 2 shall pay all costs and legal fees associated with the negotiation of this Agreement by its attorney and the transfer of the real properties that are the subject of this Agreement.

V. Covenants of Morris & Morris. Morris & Morris covenants and agrees to the following:

(a) Within thirty (30) days of the execution of this Agreement, Morris & Morris shall convey all its right, title and interest in the Morris & Morris Properties unto the City reserving unto itself an easement on and across the Morris & Morris Properties, of approximately thirty feet (30 ft.) in width, and more particularly across Morris & Morris Property 1 and Morris & Morris Property 4. Morris & Morris shall also retain ownership of a portion of the easterly part of Morris & Morris Property 4, as shown on the Site Plan attached hereto as *Exhibit J*.

VI. Covenants of All Parties. The Parties agree to execute any further assurances and documents and to take such further actions reasonably necessary to fulfill the intent of this Agreement. The Parties intend any and all conveyances of real property hereunder to qualify as a tax-free exchange under Internal Revenue Code § 1031. In accordance with the provisions of Internal Revenue Code § 1031, no gain or loss shall be recognized on the exchange of property held for productive use in a trade or business or for investment if such property is exchanged solely for property of like kind which is held either for productive use in a trade or business or for investment.

VII. Miscellaneous Provisions.

(a) The Recitals to this Agreement are incorporated by reference herein and made a part hereof as if fully set forth herein.

(b) This Agreement contains the entire agreement among the Parties and supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein, and no modification shall be binding upon the party affected unless set forth in writing and duly executed by each party affected.

(c) All of the covenants and agreements in this Agreement by or on behalf of any of the Parties hereto shall bind and inure to the benefit of their respective heirs, guardians, personal and legal representatives, successors and assigns.

(d) This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Maryland.

(e) In the event that one or more of the provisions of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

(f) The descriptive headings of the several actions and paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

(g) Unless the context otherwise requires, whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, and the masculine gender shall include the neuter and feminine gender, and vice-versa.

(h) This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall together constitute one document.

(i) This Agreement and all the terms and conditions thereof shall not be construed or enforced in favor of or against any party hereto by reason of the fact that that party or that party's agent or attorney drafted all or any part of the within Agreement.

(j) This Agreement shall not be recorded among the land records of Wicomico County.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement under their respective hands and seals as of the day and year first above written.

ATTEST:

CITY OF SALISBURY

By: James Ireton, Mayor

SALISBURY FIRE COMPANY, NO. 2, INC.

By: Bryan Cook, President

MORRIS & MORRIS, LTD PARTNERSHIP

By: _____

STATE OF _____, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2014, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JAMES IRETON, who acknowledged himself to be the MAYOR of THE CITY of SALISBURY, and that he, as such officer, being authorized to do so, executed the foregoing instrument on behalf of said municipal corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC
My Commission Expires: _____

STATE OF _____, _____ COUNTY, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 2014, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared BRYAN COOK, who acknowledged himself to be the PRESIDENT OF THE SALISBURY FIRE COMPANY, NO. 2, INC., and that he, as such officer, being authorized to do so, executed the foregoing instrument on behalf of said corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC
My Commission Expires: _____

STATE OF _____, _____ COUNTY, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2014, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged himself to be the _____ of MORRIS & MORRIS, LTD PARTNERSHIP, and that he, as such officer, being authorized to do so, executed the foregoing instrument on behalf of said limited partnership for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC
My Commission Expires: _____

ORDINANCE No. 2306

AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND AMENDING CHAPTER 13, PUBLIC SERVICES, OF THE CITY CODE BY ADDING CHAPTER 13.30 FOR THE PURPOSE OF ESTABLISHING A STORMWATER UTILITY UNDER THE DIRECTION AND SUPERVISION OF THE PUBLIC WORKS DEPARTMENT AND FURTHER ESTABLISHING A STORMWATER UTILITY FEE SYSTEM.

WHEREAS, the City maintains a system of Stormwater facilities including, but not limited to, inlets, pipes, dams, manholes, channels, ditches, drainage easements, retention and detention basins, infiltration facilities, and other components as well as natural waterways; and

WHEREAS, the Stormwater System in the City needs to be upgraded, improved and regularly maintained; and

WHEREAS, the existing Stormwater System is designed to convey stormwater to limit flooding, not treat stormwater to improve water quality; and

WHEREAS, water quality is degrading due to erosion and the discharge of nutrients, metals, oil, grease, toxic materials and other substances into and through the Stormwater System; and

WHEREAS, the public health, safety and welfare is adversely affected by poor ambient water quality and extreme flooding that results from inadequate management of both the quality and quantity of stormwater; and

WHEREAS, all real property in the City uses and benefits from the maintenance of the Stormwater System; and

WHEREAS, the extent of the use of the Stormwater System by each property is dependent on factors that influence runoff, including land use and the amount of Impervious Surface on the property; and

WHEREAS, the cost of improving, maintaining, operating and monitoring the Stormwater System should be allocated, to the extent practicable, to all property owners based on the impact of runoff from the Impervious Surface Areas of their property on the Stormwater System; and

WHEREAS, management of the Stormwater System to protect the public health, safety and welfare requires that adequate revenues be generated to provide funding for the operation, improvement, maintenance and monitoring of the Stormwater System; and

WHEREAS, it is in the interest of the public to finance the Stormwater System adequately with a user charge that is reasonable and deemed by the City to be equitable so that each user of the system pays to the extent to which each user contributes to the need for it.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND that Chapter 13 be amended by the addition of Section 13.30 as set forth herein:

STORMWATER UTILITY

Sections:

- 13.30.010 Creation of Stormwater Utility.
- 13.30.020 Definitions.
- 13.30.030 Establishment of Stormwater Utility Fund.
- 13.30.040 Purposes of the Fund.
- 13.30.050 Stormwater Utility Fee.
- 13.30.060 Classification of property for purposes of determination of the Stormwater Utility Fee.
- 13.30.070 Assessment notices.
- 13.30.080 Payment terms and penalties.
- 13.30.090 Request for adjustment of the Stormwater Utility Fee.
- 13.30.100 Request for Credit to the Stormwater Utility Fee.
- 13.30.101 Credit application requirements and Certification Reports.
- 13.30.102 Credits for Private SWM Retrofits under cost share program.
- 13.30.103 Credit Amounts.
- 13.30.110 Financial Hardship Exemption.

13.30.010 Creation of Stormwater Utility.

A Stormwater Utility is hereby established for the purpose of monitoring, maintaining, improving and overseeing the operation of the Stormwater System in the City of Salisbury. The Stormwater Utility shall function under the direction and supervision of the Public Works Department and the Director of Public Works.

13.30.020 Definitions.

Unless otherwise defined in this section, definitions as defined in Section 13.28.030 of the City Code for Stormwater Management shall apply.

- A. “Alternative Surface” means any surface discussed in Section 5.3 of the Maryland Stormwater Design Manual.
- B. “Best Management Practices” or “BMP’s” means practices approved by the Maryland Department of the Environment for use in improving water quality of stormwater runoff.
- C. “Department” means the Salisbury Department of Public Works.
- D. “Equivalent Residential Unit” (ERU) means the median Impervious Surface Area associated with a Single Family Property in the City.
- E. “Equivalent Residential Unit Rate” means the Stormwater Utility Fee charged on an Equivalent Residential Unit (ERU). The annual Stormwater Utility Fee for a Single Family Property in the City equals the ERU rate.
- F. “Fee” or “Stormwater Utility Fee” means the charge established under this chapter and levied on owners of parcels or pieces of real property to fund the cost of operating, maintaining and improving the Stormwater System in the City.

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G. “Impervious Surface” means a surface area which is compacted or covered with material that is resistant to infiltration by water, including, but not limited to, most conventionally surfaced streets, roofs, sidewalks, patios, driveways, parking lots, swimming pools, buildings and any other oiled, graveled, graded, compacted, or other unvegetated surface which impedes the natural infiltration of surface water including gravel and alternative surfaces.

H. “Impervious Surface Area” means the number of square feet of horizontal surface covered by buildings and other Impervious Surfaces.

I. “Owner” means the property owner.

J. “Practice” means a system, method or facility employed in a Stormwater System.

K. “Retrofit” means the modification of an existing or in some instances the construction of a new SW System on a previously developed site.

L. “Single Family Residential Lot” means a property which serves the primary purpose, or is zoned to provide the primary purpose, of providing a permanent dwelling unit and which is classified as residential in the state assessment rolls. Single-family dwellings and single-family attached dwellings are included in this definition.

M. “Stormwater Management” or “SWM” means the planning, design, construction, regulation, improvement, repair, maintenance and operation of facilities and programs relating to water, flood plains, flood control, grading, erosion and sediment control.

N. “Stormwater Utility Fund” means the fund created by this chapter to operate, maintain, and improve the City’s Stormwater System.

O. “Stormwater System” or “SW System” means the system or network of storm and surface water management facilities including but not limited to inlets, pipes, dams, manholes, channels, ditches, drainage easements, retention and detention basins, infiltration facilities, and other components as well as all natural waterways.

13.30.030 Establishment of Stormwater Utility Fund.

A. The Stormwater Utility is provided to protect the waterways and land in the City by controlling flooding and protecting the natural environment. The cost of designing, developing, improving, operating, maintaining and monitoring the Stormwater System required in the City should, therefore, be allocated, to the extent practicable, to all property owners based on their impact on the Stormwater System. In order to provide revenue to fund those costs and to fairly allocate those costs, a Stormwater Utility Fund (“the Fund”) is established. The City’s Stormwater Fund is a dedicated enterprise fund.

B. All revenues collected from the Stormwater Utility Fee and from grants, permit fees, fines and penalties, interest from deposits into the Fund, and other charges collected under Chapter 13.30 Stormwater Utility, shall be deposited to the Fund. The City Council may make additional appropriations to the Fund.

13.30.040 Purposes of the Fund.

149 All disbursements from the Fund shall be for the following purposes, only

150

151 A. All costs of administration and implementation of the Stormwater Utility, including the
152 establishment of reasonable operation and capital reserves to meet unanticipated or emergency
153 Stormwater System requirements.

154

155 B. Engineering study, design, debt services and related financing expenses, construction costs for
156 new facilities, and enlargement, retrofit or improvement of existing facilities including dams.

157

158 C. Operation and maintenance of the Stormwater System.

159

160 D. Monitoring, surveillance, and inspection of stormwater control devices.

161

162 E. Water quality monitoring and water quality programs including requirements for the City's
163 National Pollutant Discharge Elimination System (NPDES) stormwater permit.

164

165 F. Retrofitting developed areas for pollution control.

166

167 G. Regulatory review, inspection and enforcement activities, including illicit discharge and illicit
168 connection investigations.

169

170 H. The payment or reimbursement of debt service on bonds, notes or other obligations that finance
171 Stormwater System projects and the pledging of such revenue and fund to secure the repayment of this
172 debt service.

173

174 I. The acquisition by gift, purchase, easement or condemnation of real and personal property, and
175 interest therein, necessary to construct, operate, and maintain stormwater control facilities.

176

177 J. Water quality and pollution prevention education and outreach activities.

178

179 K. Watershed, stormwater management, floodplain, impervious surface assessment and storm
180 drainage conveyance studies and planning.

181

182 L. Grants to property owners, homeowner associations and neighborhood associations to retrofit
183 acceptable Best Management Practices. The Director of Public Works may develop this grant program to
184 encourage BMP's. No more than 20% of the total annual funds collected by the Utility Fee maybe
185 expended on grants each fiscal year.

186

187 1. For residential property owners that retrofit on-site stormwater management by installing
188 BMP's, the City will establish a grant fund to reimburse the cost of construction up to 50%.

189 2. Grants to nonprofit organizations may be provided for up to 75% of the construction costs for
190 retrofitting of existing stormwater management facilities to install BMP's.

191

192 **13.30.050 Stormwater Utility Fee.**

193

194 A. An annual service charge is imposed upon all real property in the City, as of July 1, 2015, to fund
195 the Stormwater Utility. This service charge shall be known as the Stormwater Utility Fee ("Fee"). Any

196 real property annexed into the City after July 1, 2015 will be subject to a partial year charge for the
197 remainder of the first year and the full fee each year thereafter.

198
199 B. The City shall, by Ordinance, establish the annual (fiscal year) ERU rate for the Fee each year in
200 conjunction with the annual budget.

201
202 C. Except as otherwise provided in Section 13.30.060, the fee will be based on: the amount of
203 Impervious Area on each property as determined by Section 13.30.050; and shall be calculated to ensure
204 adequate revenues to fund the costs of the Stormwater Utility and provide for the operation, maintenance,
205 and capital improvements of the Stormwater System in the City and the cost of implementing the City's
206 Stormwater Management drainage and water quality programs.

207
208 D. The minimum assessed Fee will be equal to the fee for one ERU for all properties.

209
210 E. Except as otherwise provided in Section 13.30.060.B, the Fee will be based on whole increments,
211 rounded to the nearest whole number, of ERUs calculated for properties.

212
213 F. Except as otherwise provided in Section 13.30.060, the Fee will be calculated as follows:

- 214
215 1. Determine the Impervious Surface Area in square feet for the property.
216 2. Divide the property's Impervious Surface Area by the ERU in square feet.
217 3. Round the resulting ratio to the nearest whole number. This whole number is the number of
218 ERUs on the property.
219 4. Multiply the Equivalent Residential Unit Rate by the number of ERUs for the property to
220 obtain the fee in dollars.

221
222 G. Except as otherwise provided, the Impervious Surface Area for the properties will be determined
223 by the City using aerial photography, as-built drawings, field surveys or other appropriate engineering and
224 mapping tools.

225
226 H. The Fee provisions of this Ordinance apply to all real property in the City, including government
227 owned real property and real property that is tax exempt under Title 7 of the Tax Property Article of the
228 Annotated Code of Maryland, as amended.

229
230 I. Maximum Assessed Fee

- 231
232 1. In general, the maximums set by Section 13.30.050.I.2. do not apply to any property or
233 portion of a property for which a credit or exemption has been approved under 13.30.100.
234 2. The fee for any property that is subject to Property tax and is subject to assessment under this
235 Section may not exceed an amount equal to 20% of the total of all State and Local Real
236 Property Taxes levied on the property.

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240 **13.30.060 Classification of property for purposes of determination of the Stormwater Utility Fee.**

241
242 A. For purposes of determining the Stormwater Utility Fee, all properties in the City are classified
243 into one of the following classes. Vacant parcels shall be classified based on the applicable zoning for that
244 parcel. Vacant parcels with an area of less than 100 square feet are exempt from the Fee.

245

246 B. Single Family Residential Lot Fee. The City finds that the intensity of development of most
247 parcels of real property in the City classified as residential is similar and that it would be excessive and
248 unnecessarily expensive to determine precisely the square footage of the Impervious Surface Area on
249 each such parcel. Therefore, all Single Family Properties in the City shall be charged a flat Stormwater
250 Utility Fee, equal to the ERU rate, regardless of the size of the parcel or the Impervious Surface Area.
251

252 C. Townhouse and Semi-Detached Residential Lot Fee. Owners of townhouses and semi-detached
253 dwellings located on separately recorded lots and operated under a Community Association will be
254 charged a fee calculated as follows:
255

- 256 1. Determine the sum total Impervious Surface Area in square feet for all townhouse and/or
257 semi-detached dwelling lots within the Community Association excluding Common Areas
258 held in joint Ownership.
- 259 2. Divide the sum total Impervious Surface Area by the ERUs in square feet, rounding to the
260 nearest whole number to obtain the total number of ERUs.
- 261 3. Multiply the Equivalent Residential Unit Rate by the total ERUs to determine the total fee due
262 for the aggregated lots.
- 263 4. Divide the total Fee for the aggregated lots by the number of townhouses and/or semi-
264 detached dwelling lots within the Community Association. This is the amount billed to each
265 lot owner's water and sewer bill.
266

267 D. Condominium Properties. Owners of residential or Commercial Condominiums will be charged a
268 fee calculated as follows:
269

- 270 1. The Fee for a Condominium property will be calculated as determined in Section
271 13.30.060.C.
- 272 2. The property's fee will be divided equally among the property tax accounts for all units
273 assigned to that Condominium by the State Assessment Office or City Department of Internal
274 Services.
- 275 3. The Department, at its sole discretion, may utilize alternative methodologies for billing fees
276 associated with Condominiums.
277

278 E. Common Areas. Common areas owned by a Community Association will be charged based on
279 the sum total Impervious Surface Measurement of the common areas in the manner prescribed in Section
280 13.30.050.E. The Fee will be billed directly to the Community Association. The Department, at its sole
281 discretion, may utilize alternative methodologies for billing fees associated with Common Areas.
282
283

284 F. Other Improved Lot Fee. All other improved lots in the City will be charged in accordance with
285 Section 13.30.050.
286

287 G. Roads and Rights of Ways. No Fee will be charged to public roads or other property within a
288 public right of way. A Fee will be charged to Owners of private alleys, streets and roads. No Fee will be
289 charged for a private street or road where the Director of Public Works determines that a private street or
290 road functions primarily as a public road or street and meets current City standards.
291

- 292 1. Railroad Tracks. No Fee will be charged to mainline railroad tracks devoted to movement of
293 railroad traffic. The Fee will be charged for all other Impervious Areas associated with rail
294 traffic, including structures, bridges and storage areas.
295

296 13.30.070 A. The Director of Public Works shall send assessment notices for the Fee to property
297 owners where the Fee is calculated on the basis of Section 13.30.50.C prior to billing the Fee.
298

299
300

301 B. The notice shall include the following information:
302

303 1. The Impervious Surface Area of the property.
304

305 2. The method by which the Impervious Surface Area of the property was determined.
306

307 3. The amount of the ERU rate (i.e., the Single Family Fee).
308

309 4. The number of ERUs on the property. If the number of units is a fraction, it shall be
310 rounded to the nearest whole number.
311

312

313 **13.30.080 Payment terms and penalties.**

314 A. The Stormwater utility fee shall be billed with municipal property taxes and, if not paid, be a lien
315 on the property for which it was assessed and shall be collected in the same manner as municipal property
316 taxes, have the same priority, and bear the same interest and penalties.
317

318 B. Property owners who violate the provisions of this Chapter shall be issued a written notice of the
319 violation, which shall be delivered via first class U.S. mail, postage prepaid, to the Owner's last known
320 address on file with the City. If the property owner does not comply within seven (7) days of the written
321 notice, the property owner shall be guilty of a municipal infraction and shall be subject to a fine pursuant
322 to the City Code and state law, and fines levied hereunder shall be payable to the City of Salisbury and
323 mailed to the Department of Internal Services within twenty (20) days of service of the municipal
324 infraction citation. Notice and service of a citation shall be as directed under the Local Government
325 Article of the Maryland Annotated Code § 6-101, et seq. and § SC5-1(38), as amended, concerning
326 municipal infractions.
327

328

329 **13.30.090 Request for Adjustment of the Stormwater Utility Fee.**

330 A. Before filing a request for adjustment of the Fee, a property Owner may contact the Department
331 to request an explanation of the Fee bill and to view the Impervious Surface Area determined by the
332 Department for the property.
333

334 B. An Owner may request adjustment of the Fee by submitting the request in writing to the Director
335 of Public Works within 30 days after the date the assessment notice or the bill is mailed or issued to the
336 property owner. Grounds for correction of the Fee include:
337

338 1. Incorrect classification of the property for the purposes of determining the Fee;
339 2. Errors in the square footage of the Impervious Surface Area of the property;
340 3. Mathematical errors in calculating the Fee to be applied to the property; and
341 4. Errors in the identification of the property Owner of a property subject to the Fee.
342

343 C. The following information must be submitted:
344

345 1. A completed SWM Utility Fee Adjustment application form supplied by the Department.

- 346 2. If the request for adjustment is regarding an error in the Impervious Surface Area
347 measurement, a plan view of the property's Impervious Surface Area measurement must be
348 submitted with the application and must be prepared at the Owner's expense. The Plan must
349 meet the following criteria:
- 350 a. Prepared at a scale of 1 inch = 30 feet or more detailed.
 - 351 b. Show all Impervious Areas and label their dimensions within the property boundaries,
352 including Buildings, patios, driveways, parking areas, graveled areas and any other
353 separate impervious structures greater than 10 x 10 feet and paths wider than 4 feet.
 - 354 c. Sealed and signed by a Professional Engineer or Professional Land Surveyor licensed in
355 the State of Maryland attesting to the accuracy of the Impervious Surface Area
356 measurement.

357
358 D. The Department may grant up to an additional 30 days to submit a plan view of the property's
359 Impervious Surface Area. The Department may also grant up to an additional 30 days for correction
360 requests to Owner's that show good cause.

361
362 E. The Director of Public Works shall make a determination within 30 days after receipt of the
363 Owner's completed written request for adjustment of the Fee. The Director of Public Works decision on
364 a request for correction of the Fee shall be final.

365
366 F. An Owner must comply with all rules and procedures adopted by the City when submitting a
367 request for adjustment of the Fee and must provide all information necessary for the Director of Public
368 Works to make a determination on a request for adjustment of the Fee. Failure to comply with the
369 provisions of this subsection shall be grounds for denial of the request.

370
371 **13.30.100 Request for Credit to the Stormwater Utility Fee.**

372
373 Stormwater Utility Fees calculated on the basis of Impervious Surface Area may be adjusted through the
374 use of credits, when an investment in properly maintained On-Site SW Systems results in a reduced
375 impact on the City SW System.

376
377 A. Owners of property designated for any use, except those designated Single Family Residential
378 Lot, that structurally maintain and operate a SW System, are eligible for a credit. Previous payment of
379 SWM Waivers or monetary contributions in lieu of on-Site SW System controls does not confer
380 eligibility to receive a credit. The construction of and dedication to the City of a SW System does not
381 confer eligibility to receive a credit.

- 382
383 B. The following SW Systems are eligible for a Fee credit:
- 384
 - 385 1. Structural SW Systems.
 - 386 2. ESD practices categorized by the Design Manual as Alternative Surfaces.
 - 387 3. The following ESD practices categorized by the Design Manual as microscale practices;
388 cisterns, submerged gravel Wetlands, landscape infiltration, infiltration berms, dry wells,
389 micro-bioretenion, rain gardens and swales.
 - 390 4. Any other SW System deemed eligible by the Department.

391
392 C. The following SW Systems are not eligible for a credit: disconnection of rooftop runoff,
393 disconnection of non-rooftop runoff, sheet flow to conservation areas, rain barrels, enhance filters and
394 any other system deemed ineligible by the Department.

395

396 D. Structural SW Systems designed only for Recharge Volume (Re_v) are eligible for a credit, if they
397 are subject to routine structural inspections and maintenance.
398

399 E. An Owner that provides only aesthetic maintenance of a SW System is not eligible for a credit.
400 Aesthetic maintenance includes activities that are not essential to the proper operation or function of the
401 practice or are considered part of routine property maintenance. Examples of aesthetic maintenance
402 include, but are not limited to routine trash of leaf removal, mowing, roof gutter cleaning and enhanced
403 landscaping.
404

405 F. SW Systems that are not certified as functioning as originally designed are not eligible for a
406 credit. Functioning as originally designed means that the practice is functioning in accordance with the
407 original design specifications, regardless of whether it meets the Standards established in the most recent
408 version of the Maryland Stormwater Design Manual.
409

410 G. The Department reserves the right to inspect, on a routine basis, any SW System listed on a fee
411 credit application. If a practice is found by the Department inspector to be non-functioning, the
412 Department will issue to the Owner a report of needed maintenance. The inspection also may include
413 directions to correct Site conditions adversely affecting the practice, such as uncontrolled Soil Erosion or
414 contamination.
415

416 H. The Department may revoke a previously approved fee credit at any time for failure to properly
417 maintain a SW System, for unapproved changes made to the SW System or for changed site conditions
418 that adversely impact the SW System. The Owner is responsible for correcting problems at the Owner's
419 expense. Where SW System ceases to function due to the Owner's failure to provide proper
420 maintenance, the SW System will be ineligible for a fee credit for a period of two years after the date
421 that the SW System is restored to functioning condition.
422

423 I. Any approved credit will be applied only to bills for the Owner of the SW System. Credit may be
424 given to a single Owner for Impervious Surface Areas on multiple parcels that drain to a Practice on a
425 separate parcel, provided that all parcels are owned by the same entity as the Practice itself.
426

427 J. It is the sole responsibility for the property Owner to apply for a credit. Credit applications must
428 be submitted before March 1st and approved before May 1st to qualify for credit on the current year's
429 Fee. Any credit application approved on or after May 1st will be applied to the following year's Fee.
430 The Fee will not be prorated for a credit approved by the Department during the billing year.
431

432 13.30.101 Credit Application Requirements and Certification Reports.

433

434 A. To apply for a Fee Credit, the Owner must submit, at the Owner's expense, the following
435 information for the approval of the Department:
436

- 437 1. Completed SWM Utility Fee – Private System Credit application form supplied by the
438 Department and application fee.
- 439 2. Description of the type of system, including water quality control and/or water quantity
440 control design criteria and performance standard, and year built.
- 441 3. Drainage Area map for the system showing the boundaries and acreages for Impervious
442 Areas that are treated in the SW System.
- 443 4. As-built engineering plans for the SW System. SW Systems are not eligible for fee credits
444 until the as-built plans have been accepted by the Department. If as-built plans do not exist

- 445 for a Practice, the Applicant must develop and submit these for review and acceptance to
446 qualify for the credit.
- 447 5. A narrative of the known maintenance history of the system, including routine maintenance
448 and significant Structural Maintenance and repair.
 - 449 6. Information on any public funds used to repair, upgrade or Retrofit the SW System, including
450 the dollar amount and date the repair, upgrade or Retrofit was made.
 - 451 7. Completed calculation sheet, on a form provided by the Department, to determine the
452 monetary amount of the claimed credit.
 - 453 8. Initial Certification Report. An initial certification report must be prepared by a Professional
454 Engineer or under the guidance of a Professional Engineer.
 - 455 9. Initial certifications include an inspection report pursuant to Section 13.28.100 of the
456 Stormwater Management Ordinance, or other format approved by the Department. The
457 report must certify that the SW System is functioning as originally designed, is operational
458 and has been adequately maintained.
 - 459 10. The initial certification report must be signed and sealed by the responsible Professional
460 Engineer. The certification inspection must not be more than one year old at the time of
461 application.

462
463 B. Credit Recertification for Continued Credit. In order to remain eligible for a credit, an Owner
464 must submit to the Department, every three years and at the Owner's expense, a Private SW System
465 Credit Recertification application and report for approval by the Department.

- 466
467 1. The recertification report must include photographs of each SW System listed on the
468 recertification form, a description of maintenance performed since the last recertification
469 request and a copy of any maintenance records or invoices. The Owner must certify that the
470 SW System continues to be operational and has been adequately maintained.
- 471 2. The recertification application must include an inspection report pursuant to Section
472 13.28.100, or other format approved by the Department. The recertification inspection must
473 be performed by a Professional Engineer, under the guidance of a Professional Engineer, or
474 by a Person approved in accordance with the Department.
- 475 3. The report must include information on any public funds used to upgrade or Retrofit the SW
476 System, including the dollar amount and date the upgrade or Retrofit was made.

477
478 C. Any maintenance of functional deficiencies must be remedied at the Owner's expense before the
479 practice qualifies or is recertified for a fee credit. In addition, maintenance or safety deficiencies must be
480 addressed by the Owner in accordance with the terms of the SW System's Maintenance and Inspection
481 Agreement.

482 483 13.30.102 Credits for Private SWM Retrofits Under Cost-Share Program.

484
485 A. The Department at its sole discretion, may consider sharing up to 50 percent of the Retrofit
486 construction costs for a Private SW System that has been identified as a priority stormwater improvement
487 in a City Watershed study, or if the Department determines the Retrofit will make a significant
488 improvement to meeting current water quality and/or quantity controls or the watershed. Any privately
489 owned SW System that has been Retrofitted to meet current stormwater Standards using public funding
490 shall be eligible for a subsequent Fee credit only in accordance with the following:

- 491
492 1. The Retrofit project must be approved by the Department for the cost-share program.
- 493 2. The construction of the Retrofit must be completed to the satisfaction of the Department and
494 all Department Permits for the Retrofit must be released at least six months prior to receiving
495 credit.

- 496 3. The SWM Practice's ownership and structural and aesthetic maintenance must remain the
497 responsibility of the Owner.
498 4. If the Practice was not functioning as originally designed prior to the Retrofit, the Owner will
499 not be eligible for any fee credit until such time that the cumulative amount of credit that
500 otherwise would have been allowed equals or exceeds the public investment in the Retrofit.
501 5. If the Practice was functioning as originally designed prior to the Retrofit, the Owner is still
502 eligible for a credit based on Section 13.30.103.B. After the Retrofit, the Owner will be
503 eligible for a credit based on Section 13.30.103.C. once the cumulative difference between
504 the credit provided in the previous standards credit and current standards credit equals or
505 exceeds the public investment in the Retrofit.
506 6. All necessary approvals and permits must be obtained for Retrofits before commencing
507 disturbance or construction including any sediment control permits, SWM permits, Forest
508 conservation permits and any applicable State permits.
509
510 B. Nothing in this Section prohibits an Owner from upgrading or Retrofitting a Practice at the
511 Owner's expense in accordance with the provisions of this Ordinance to qualify for credit or to qualify for
512 a higher credit.
513

514 13.30.103 Credit Amounts

- 515
516 A. The credit amount is calculated as a reduction in Site Impervious Area. The credit is prorated
517 based on the amount of Impervious Surface Area located on the property draining to the SWM Practice,
518 and not the total amount of Impervious Surface Area on the Site. The credit may be prorated based on the
519 percentage of SWM treatment volume provided in a Practice as compared to the target treatment standard.
520
521 B. Previous Standards Credit. A SWM Practice that is certified as functioning as originally
522 designed, but does not meet the Standards established in the most recent version of the Design Manual,
523 makes the contributing Impervious Surface Area eligible for a maximum cumulative credit of 20 percent
524 against the Fee. Credits are allocated as follows:
525
526 1. A maximum of 10 percent credit is provided if the Practice provides stormwater quality
527 control.
528 2. A maximum of 10 percent credit is provided if the Practice provides stormwater quantity
529 control.
530
531 C. Current Standards Credit. A SWM practice that is certified as functioning as originally designed
532 and meets the Standards established in the most recent version of the Design Manual, makes the
533 contributing Impervious Surface Area eligible for a maximum cumulative credit of 50% against the Fee.
534 Credits are allocated as follows:
535
536 1. A maximum of 25 percent credit is provided if the practice provides stormwater quality
537 control for Water Quality Volume (WQv).
538 2. A maximum of 25 percent credit is provided if the practice provides stormwater quantity
539 control of Overbank Flood Protection Volume (Qp10).
540 3. A maximum of 10 percent credit is provided if the practice provides only stormwater control
541 for Recharge Volume (Rev) and is a structural SWM practice.
542

543 D. Where an eligible SWM Practice meets the Standards established in the most recent version of
544 the Design Manual for quality, but not quantity, or vice versa, it is acceptable to combine 13.30.13.B. and
545 13.30.103.C. above accordingly. The cumulative credit must not exceed 50 percent, except for practices
546 that meet the Additional Quantity reduction Credit.

547
548 E. The Owner of an eligible private Practice that treats an off-site impervious area located within the
549 City may take an additional credit for treating the off-Site Impervious Area, provided that in no case will
550 the total credit exceed the total amount of the Fee charged to the Owner on which the Practice is located.

551
552 F. Additional Quantity Reduction Credit. A maximum of 100 percent credit is provided to
553 Impervious Surface Areas draining to on-site SWM Practices that retain the difference in Runoff volume
554 between the 100-year post development storm event and the 100-year pre-development condition storm
555 event.

556
557 G. The cumulative credits for a property will in no case exceed the total amount of the SWM Fee
558 charged to the property.

559 **13.130.110 Financial Hardship Exemption**

560 A. Exemptions for property able to demonstrate substantial hardship as a result of the Stormwater
561 Utility Fee may be granted by the Director of Public Works for residential property that can properly
562 document a financial hardship by meeting two of the following conditions:

- 563 1. Enrollment in a Homeowner's Property Tax Credit Program;
564 2. Receiving an energy assistance subsidy;
565 3. Receiving public assistance through supplemental security income (SSI) or food stamps;
566 4. Receiving veterans or social security disability benefits.

567
568 B. Only properties that are Owner occupied and meeting the minimum qualifications will receive
569 approval for the hardship exemption.

570
571 C. The hardship exemption is only valid for one year. It is the responsibility of property Owners to
572 reapply yearly.

573
574
575 BE IT FURTHER ORDAINED that this ordinance shall take effect on July 1, 2015.
576
577 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on
578 the 10 day of November, 2014, and thereafter, a statement of the substance of the Ordinance having been
579 published as required by law, was finally passed by the Council on the ___ day of ____, 20__.

580
581
582 ATTEST

583
584 _____
585 Kimberly R. Nichols, City Clerk
586

583
584 _____
585 Jacob R. Day, President
586 Salisbury City Council

587
588 Approved by me this ____ day of _____, 2014
589
590 _____
591 James Ireton, Jr. Mayor