



City of Salisbury



CITY COUNCIL AGENDA

November 9, 2015

Government Office Building

6:00 p.m.

Room 301

Times shown for agenda items are estimates only.

6:00 p.m. CALL TO ORDER

6:01 p.m. WELCOME/ANNOUNCEMENTS

6:03 p.m. CITY INVOCATION – Pastor Chris Martin, SonLife Community Church

6:05 p.m. PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES

6:07 p.m. PRESENTATIONS

- Salisbury-Wicomico Youth Civics Council Swearing in – Mark S. Bowen, Clerk of the Circuit Court
- Risk Management Services Awards presentation
- Community Organization Presentation – Andrea Berstler, Executive Director Wicomico County Library

6:25 p.m. ADOPTION OF LEGISLATIVE AGENDA

6:27 p.m. CONSENT AGENDA – City Clerk Kim Nichols

- **October 12, 2015** regular meeting minutes
- **October 19, 2015** closed session minutes (separate envelope)
- **October 19, 2015** work session minutes
- **October 26, 2015** regular meeting minutes
- **Resolution No. 2567** – approving the reappointment of Sarah Rayne to the Zoo Commission at the conclusion of her current term, being December 31, 2015 for term ending December 31, 2018

6:30 p.m. AWARD OF BIDS – Assistant Director of Internal Services – Procurement & Parking
Jennifer L. Miller

- RFP 02-16 Financial Lease Services
- Contract 103-16 SFD Ambulances
- Various Capital Equipment, Salisbury Department of Public Works

6:40 p.m. RESOLUTIONS – City Administrator Tom Stevenson

- **Resolution No. 2568** – to purchase improved real property located at 709 W. Isabella Street from Josefina Hristov and Marcial Saint Dic in furtherance of the goals of the Community Development Initiative

6:50 p.m. ORDINANCES – City Attorney Mark Tilghman

- **Ordinance No. 2359** – 2nd reading - to amend Chapter 15.24 Housing Standards of the Salisbury City Code to provide additional life safety standards for non-conforming multi-unit structures
- **Ordinance No. 2360** – 2nd reading- to amend Chapter 15.24 Housing Standards of the Salisbury City Code to change Building Official to Housing Official and to change BOCA Mechanical Code to National Fuel Gas Code and to otherwise correct portions of the text
- **Ordinance No. 2361** – 2nd reading- amending Chapter 8.04.050 of the Salisbury Municipal Code to provide for the enforcement of this section by the Chief of Police, the Fire Chief and the Director of Neighborhood Services and Code Compliance
- **Ordinance No. 2362** – 2nd reading- approving a budget amendment of the FY 2016 General Fund to appropriate funds for the replacement of survey equipment
- **Ordinance No. 2363** – 2nd reading- approving an amendment of the FY 2016 General Fund Budget to appropriate funds for the purchase and installation of fencing for Phase 1 of the Salisbury Skatepark
- **Ordinance No. 2364** – 2nd reading - amending Chapter 3, Revenue and Finance, of the City Code by adding Chapter 3.22 for the purpose of establishing an advanced telecommunications systems property tax credit

7:25 p.m. PUBLIC COMMENTS

7:30 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 website 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 November 16, 2015 Organization Meeting

- Approval of November 9, 2015 minutes

1 **CITY OF SALISBURY, MARYLAND**

2
3 **REGULAR MEETING**

OCTOBER 12, 2015

4
5 **PUBLIC OFFICIALS PRESENT**

6
7 *Council President Jacob R. Day* *Council Vice President Laura Mitchell*
8 *Councilman John “Jack” R. Heath* *Councilwoman Eugenie P. Shields*
9 *Councilman Timothy K. Spies*

10
11 **PUBLIC OFFICIALS NOT PRESENT**

12
13 *Mayor James Ireton, Jr.*

14
15 **IN ATTENDANCE**

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

20 *****

21 **MEDITATION – PLEDGE OF ALLEGIANCE**

22
23 *The City Council met in regular session at 6:03 p.m. in Council Chambers. Council President Day*
24 *called the meeting to order followed by a moment of silent mediation and the Pledge of Allegiance.*

25
26 **PRESENTATIONS**

- 27
28 • **HERO Day – presented by Event Coordinator Alison Pulcher**
29 *Alison Pulcher announced the 2nd Annual HERO Day was planned for November 7, 2015.*
30 *Four (4) people with military affiliation who thought it would be an ideal way to bring the*
31 *local military/veteran population and the civilian population together by focusing on*
32 *physical fitness to bridge the two together started HERO Day. The 5K run/walk will be*
33 *through Downtown Salisbury beginning at the south end of Parking Lot 1 at 9:00 a.m.*
34 *Wicomico High School’s Jr. ROTC will present their colors, an active duty local soldier will*
35 *sing the National Anthem, and local vendors and food will be on-site. Representatives will*
36 *attend from the Army, Marines, Sheriff Department, Police Department, Fire Department,*
37 *and Boy Scouts. All those serving in the community are invited to attend the event.*

38
39 *The run/walk begins at 9:00 a.m. and the dog walk begins at 11:00 a.m. For more*
40 *information visit www.SbyHEROday.com and Salisbury HERO Day on Facebook.*

- 41
42 • **Operation We Care**
43 *Mr. Jeff and Diana Merritt reported “Operation We Care” started packing care packages*
44 *for U.S. troops in 2007 as a grassroots effort by the Eastern Shore Chapter Harley Owners*
45 *Group to show support and appreciation for the brave men and women around the world*
46 *protecting the freedom of the citizens of the United States. In seven years, Operation We*
47 *Care grew into a 501(c) 3 non-profit organization and has shipped over 5,000 care*

48 packages. Last year the organization shipped 1,500 packages, spending \$21,000 in postage
49 as each box costs \$14.85 to mail.

50
51 The top ten (10) needed items are Chef Boyardee canned pop-top pasta, granola bars, hot
52 chocolate, instant oatmeal, microwave popcorn, Pop Tarts, instant tea bags, deodorant,
53 shampoo/body wash and dental floss. The inside panels of the boxes are decorated by local
54 students and is a community project for the children, teaching them patriotism. Items are
55 collected from several different local businesses sponsoring drop off locations in Delmarva.
56 The items collected across Delmarva are delivered to a central location where they are
57 sorted and volunteers gather to fill several hundred care packages. Although items are
58 collected year-round, there are only two packing party events per year: one in May to honor
59 Armed Forces Day and one in November to honor Veteran's Day. Postal costs are the
60 biggest challenge.

61
62 For more information: www.operationwecare.org , operationwecare.org@gmail.com , or
63 call Jeff Merritt at 410-713-8940.

64
65 **ADOPTION OF LEGISLATIVE AGENDA**

66
67 Mrs. Shields moved, Mr. Heath seconded and the vote was unanimous to approve the legislative
68 agenda as presented.

69
70 **CONSENT AGENDA** – presented by City Clerk Kim Nichols

71
72 The Consent Agenda consisting of the following items was approved on a unanimous vote in favor
73 on a motion by Mrs. Shields that was seconded by Mrs. Mitchell:

- 74
- April 29, 2015 budget session minutes
 - May 4, 2015 budget session minutes
 - May 5, 2015 budget session minutes
 - May 6, 2015 budget session minutes
 - May 13, 2015 budget session minutes
 - September 8, 2015 work session minutes
 - September 14, 2015 regular meeting minutes
 - Resolution No. 2555 - approving the appointment of Laurie Andrews to Mayor's Council in Support of People with Disabilities for term ending 12/31/2016

75
76 **AWARD OF BIDS** – presented by Assistant Director of Internal Services – Procurement &
77 Parking Jennifer L. Miller

78
79 The Award of Bids, consisting of the following items, was unanimously approved on a motion by
80 Mrs. Shields and seconded by Mr. Heath:

- 81
- 82 • Contract 115-13, Change Order #1, Waverly Drive Water Quality Inlet Project - \$88,650.00
 - 83 • RFP 03-14, Change Order #3, Skatepark Design Build - \$10,000.00
 - 84 • Declaration of Surplus, SPD Vehicle Unit #1477- \$ 0.00
- 85

86 **RESOLUTIONS** – presented by City Administrator Tom Stevenson

- 87
88 • **Resolution No. 2556** - accepting the donation of the real property located at 126 Delaware
89 Avenue, Salisbury, Maryland 21801, from the estate of James W. Windsor

90
91 *Mrs. Mitchell moved and Mr. Heath seconded to approve Resolution No. 2556.*

92
93 *Mrs. Mitchell moved, Mrs. Shields seconded and the vote was unanimous to amend*
94 *Resolution No. 2556 by striking “ESTATE OF JAMES W. WINDSOR” on Line 6 and*
95 *inserting “OWNER, HONGKONG AND SHANGHAI BANKING CORPORATION BANK,*
96 *USA NATIONAL ASSOCIATES TRUSTEE”.*

97
98 *Mr. Spies moved, Mrs. Mitchell seconded and the vote was unanimous to amend Resolution*
99 *No. 2556 by inserting “owned by the USA National Associates Trustee, contingent upon the*
100 *City’s Solicitor’s determination of a clear title” before the period on Line 22.*

101
102 *Resolution No. 2556, as amended, was unanimously approved.*

- 103
104 • **Resolution No. 2557**- authorizing the Central System Line fees, Water Tap fee and Sewer
105 Tap fee of the City’s Comprehensive Connection Charges to be waived for 425 Coles Circle,
106 a Habitat for Humanity project

107
108 *Mr. Heath moved, Mrs. Shields seconded, and the vote was unanimous to approve*
109 *Resolution No. 2557 as presented.*

- 110
111 • **Resolution No. 2558** - accepting the submission of RFP 05-14 Re-Bid from DEVRECO,
112 LLC for the redevelopment of Parking Lots 1 & 11

113
114 *Mr. Heath moved and Mrs. Shields seconded to approve Resolution No. 2558.*

115
116 *Mrs. Mitchell moved, Mr. Heath seconded, and the vote was unanimous to amend*
117 *Resolution No. 2558 by striking the first “City” on Line 42 and inserting “Mayor”.*

118
119 *Resolution No. 2558, as amended, was approved on a 4 to 1 vote. Mr. Spies voted “nay”.*
120

121 **ORDINANCES** – presented by City Attorney Mark Tilghman

- 122
123 • **Ordinance No. 2354** – 2nd reading – approving a budget amendment of the FY16 General
124 Fund Budget to make changes to approved positions in the Zoo Division of the Department
125 of Public Works as part of a reorganization plan

126
127 *Mrs. Shields moved, Mr. Spies seconded, and the vote was unanimous to approve Ordinance*
128 *No. 2354 for second reading.*

- 129
130 • **Ordinance No. 2355** – 2nd reading- approving a budget amendment of the FY16 General
131 Fund Budget to appropriate the funds returned on contract

132
133 *Mrs. Mitchell moved and Mr. Heath seconded to approve Ordinance No. 2355 for second*
134 *reading.*
135

136 *Mrs. Mitchell moved, Mr. Spies seconded, and the vote was unanimous to amend Ordinance*
137 *No. 2355 by striking “2015” on Line 17 and inserting “2016”.*

138
139 *Ordinance No. 2355, as amended for second reading, was approved by unanimous vote.*
140

- 141 • **Ordinance No. 2356** – 2nd reading - amending Title 12, Streets, Sidewalks and Public
142 *Places, Chapter 12.24 Wicomico River Regulations, of the City Code by adding Sections*
143 *12.24.040 and 12.24.050 for the purpose of establishing criteria for river access and*
144 *standards for riverwalk construction under the direction and supervision of the Public*
145 *Works Department*

146
147 *Mrs. Shields moved, Mr. Spies seconded, and the vote was unanimous to approve Ordinance*
148 *No. 2356 for second reading.*

- 149
150 • **Ordinance No. 2357** – 2nd reading – to further authorize the issuance of bonds to fund
151 *projects listed in Schedule B of the FY16 Budget Ordinance which included the issuance of*
152 *\$4,726,000 in bonds*

153
154 *Mrs. Shields moved, Mr. Heath seconded, and the vote was unanimous to approve*
155 *Ordinance No. 23357 for second reading.*

- 156
157 • **Ordinance No. 2358** - 1st reading- approving an amendment of the FY16 General Fund
158 *budget to appropriate funds needed to administer an election in Districts 1 through 4 in case*
159 *of a tie in the November 3, 2015 Elections*

160
161 *Mrs. Mitchell moved, Mr. Heath seconded, and the vote was unanimous to approve*
162 *Ordinance No. 2358 for first reading.*

- 163
164 • **Ordinance No. 2359** – 1st reading - to amend Chapter 15.24 Housing Standards of the
165 *Salisbury City Code to provide additional life safety standards for non-conforming multi-*
166 *unit structures*

167
168 *Mr. Spies moved and Mr. Heath seconded to approve Ordinance No. 2359 for first reading.*
169 *After discussion, Ordinance No. 2359 was unanimously approved for first reading.*

170
171 *With no further business to discuss, President Day adjourned the Legislative Session at 7:14 p.m.*

172

173

174 _____
City Clerk

175

176

177 _____
Council President

1 CITY OF SALISBURY
2 WORK SESSION
3 OCTOBER 19, 2015
4

5 Public Officials Present
6

7 Council President Jacob R. Day Councilwoman Eugenie P. Shields
8 Councilman John “Jack” R. Heath Councilman Timothy K. Spies Council
9 Vice-President Laura Mitchell (left 1:53 p.m. to 2:25 p.m.)
10 (via teleconferencing at 1:40 p.m.)
11

12 Public Officials Not Present
13

14 Mayor James Ireton, Jr.
15

16 In Attendance
17

18 Assistant City Clerk Diane C. Nelson, Assistant City Administrator Julia Glanz, Salisbury Police
19 Chief Barbara Duncan, Tri Community Mediation Executive Director Michele Ennis,
20 Information Technology Director Bill Garrett, Business Development Specialist Laura
21 Kordzikowski, Community Development Grants Specialist Thelonious (Theo) Williams, Internal
22 Services Director Keith Cordrey, Community Development Director Deborah Stam, City
23 Attorney Mark Tilghman, interested citizens and members of the press
24 -----

25 On October 19, 2015, Salisbury City Council convened in Work Session at 1:30 p.m. in
26 Council Chambers, Room 301 of the Government Office Building.
27

28 **7th Annual Mason Dixon Stand Down**
29

30 David Wharton provided an overview of the *Stand Down* event to be held at American Legion
31 Post 64 in Salisbury, Maryland on October 23, 24, and 25, 2015 which is free for Veterans.
32 There will be meals served and donated items available for the Veteran attendees; representatives
33 from various service and benefit organizations will also be available to speak individually with
34 Veterans.
35

36 Mr. Wharton can be reached at his business, *Cakes by David*, at 410-742-1571; donations of
37 clothing and/or small appliances may be dropped off at his business location at 745 South
38 Division Street in Salisbury.
39

40 **City Curfew Discussion**
41

42 Salisbury Police Chief Duncan with input from Tri Community Mediation Executive Director
43 Ennis
44 reported on the four (4) Salisbury Police Department-sponsored Community Forums held at the
45 following locations to solicit public input on the proposed curfew ordinance:
46

- 47 • Wednesday, August 19, 2015 at the St. Francis de Sales Parish Center
- 48 • Thursday, August 20, 2015 at St. Paul’s AME Zion Church

- 49 • Wednesday, August 26, 2015 at the Charles H. Chipman Cultural Center
- 50 • Monday, September 21, 2015 at the Cathedral of Love Church

51

52 Discussion topics included:

53

- 54 • Need for the curfew without impinging on Constitutional rights/confirm with American
- 55 Civil Liberties Union (ACLU) and United States Justice Department
- 56 • Opportunities for youth activities
- 57 • Mitigation for those in violation of the curfew for child and/or parent
- 58 • Community Center with activities and all services available
- 59 • Curfew as a non-punitive tool to get kids off the street
- 60 • View curfew as a pilot program with renewal options based on successful metrics
- 61 • Curfew to steer youth away from arrest
- 62 • Partnering with area apartment complexes and/or Shore-Up to utilize their community
- 63 centers on site
- 64 • Target all youth/try to change behavior from repetitive anti-social behavior that starts
- 65 early and escalates over time
- 66 • Scholarships for youth programs and businesses organizing financial support for
- 67 programs
- 68 • Logic Model with *curfew* as an input, incorporate short and long-term outputs-share with
- 69 Community for Transparency
- 70 • Comprehensive Services at one location/Assessment (the most important piece and a
- 71 team approach) at Receiving Center
- 72 • Three (3) tiers- 1) home/school systems 2) other community support including Social
- 73 Services/mentoring/youth programs 3) curfew as the backstop
- 74 • Common themes at forums – 1) teach children to believe in themselves and have dignity
- 75 as a whole person 2) heard from variety of ministers that have small independent
- 76 mentoring programs
- 77 • Bring area support groups together to work on community solutions
- 78 • Transportation to facilities/utilizing area resources during their non-business hours
- 79 • Necessary to market the curfew and do it well-possibly at school assemblies/one shot to
- 80 get this right
- 81 • Children may not be comfortable with Department of Juvenile Services
- 82 • Students not yet 16 – how to identify with no Driver’s License/not necessary as long as
- 83 City can contact guardian
- 84 • Students not yet 18 – may be college students – verify student is enrolled
- 85 • Students legitimately out beyond curfew
- 86 • Weed & Seed Grant Program

87

88 After discussion, there was Council consensus to discuss this item further at the December 7,
89 2015 Work Session after a timeline for launching the program is established, variables have been
90 refined, and elements of an assessment tool have been determined.

91

92 **Education Reimbursement Policy- Employee Handbook Change and Budget Amendment**

93

94 Information Technology Director Garrett presented an overview of Mayor Ireton’s proposed
95 incentive program to reimburse 75% of tuition costs for employees who successfully complete

96 job-related courses for college credit at their choice of accredited institutions as a tool to increase
97 morale, improve workplace efficiency, and promote educational innovation. In order to
98 implement the program, the City of Salisbury Employee Handbook would be amended to include
99 the requirements, approved courses and programs, reimbursement level, employee
100 responsibilities, procedures and more in Chapter 4, Employee Benefits. In order to fund the
101 program in FY16, a budget amendment would be required to secure funding of \$10,000.00,
102 available to employees on a first come, first served basis.

103
104 Discussion topics included:

- 105
- 106 • Fire Department already has similar program, would now expand to Citywide program
- 107 • Logical incentive but already into the FY16 Fiscal Year and was not included in the
- 108 FY16 Budget Work Session discussions
- 109 • Including a “must stay clause” denoting period of time employee must be employed after
- 110 reimbursement to avoid paying reimbursement back to the City in conjunction with
- 111 Mayor wishing to exclude this clause
- 112 • City to continue to pay for job certifications required by specific departmental positions,
- 113 including Fire, Police, Wastewater Treatment, etc.
- 114 • Appeal process if Department Head does not approve a course versus it is an employee
- 115 perk with no appeal process
- 116 • City Attorney to research/review tax implications associated with program
- 117

118 After discussion there was Council consensus to discuss this item further at the December 7,
119 2015 Work Session, with Mr. Tilghman presenting his analysis of the program tax implications
120 and Mr. Garrett summarizing efforts to fund the program from monies currently budgeted in
121 Human Resources and/or in all City Departments rather than processing a FY16 budget
122 amendment.

123

124 **Main Street Improvement Program Grant Application**

125

126 Business Development Specialist Kordzikowski and Community Development Grants Specialist
127 Williams presented a request for Council support of a grant application due October 29, 2015 to
128 the Department of Housing and Community Development (DHCD) to fund a pilot “Downtown
129 Ambassadors” program as part of the City’s Downtown Revitalization Initiatives. They
130 provided an overview of the program which would run from May 1 – October 31, 2016, staffed
131 by four college-aged individuals who would provide information and assist visitors in finding
132 businesses, restaurants, and services in the Downtown Area. Ms. Kordzikowski would oversee
133 the entire program with the exception of employment paperwork that would be processed by
134 Human Resources.

135

136 Discussion topics included:

137

- 138 • Ambassadors would expand City (non-Police) presence Downtown
- 139 • Partnering with Salisbury University to hire Ambassadors – ability to work Part-
140 Time/young and vibrant in conjunction with recruiting from all ages (not just students)
141 that are able to meet the job requirements
- 142 • Ambassador uniform to have identifiable City branding
- 143

144 After discussion, there was Council consensus to move this item forward to the October 26, 2015
145 Legislative Session.

146

147 **Advanced Telecommunications Systems Property Tax Credit**

148

149 Community Development Grants Specialist Williams with technical input as needed from
150 Internal Services Director Cordrey and IT Director Garrett, presented edits and new information
151 pertinent to the Property Tax Credit Program for Advanced Telecommunications Systems
152 proposed as an incentive for utilizing the broadband planned for Downtown as part of the City's
153 Downtown Revitalization Initiatives. Residential and Commercial property owners in the
154 Downtown Historic District could pursue a tax credit in each of the ten taxable years at the
155 beginning of the fiscal year following the final approval of the tax credit, not to exceed the lesser
156 of 10% of the cost of qualifying renovations as determined by a third-party licensed appraiser or
157 the City of Salisbury property tax otherwise due for that taxable year.

158

159 Discussion topics included:

160

- 161 • Follow-up information requested by Council when item last discussed
 - 162 ○ At what point would 100% of renovations be covered – added improvement would
 - 163 have to equal approximately 10.3% or less of original value of building
 - 164 ○ Definition of “Cost of Qualifying Renovations” – 3 options
 - 165 ▪ Current – “the added value to the property as a result of the renovations as
 - 166 determined by a third-party licensed appraiser”
 - 167 ▪ Option #1 – “the cost of installing the qualifying renovations”
 - 168 ▪ Option #2 – “based on the reassessment”
- 169 • Language requested in conjunction with original State statute
- 170 • Ownership Clause Options
 - 171 ○ Current – “Tax Credit ceases upon transfer of ownership”
 - 172 ○ Option #1 – “Tax Credit sustained if new business is substantially the same”
 - 173 ○ Option #2 – “remove ownership clause as State statute does not have one”
- 174 • Impact on revenue with assessment fluctuations – up or down
- 175 • Impact on revenue should all eligible property owners take the maximum credit for the full
- 176 ten years
- 177 • Fiber Optic stub accommodates Fiber or CAT6E and higher

178

179 After discussion there was Council consensus to have the dollar amount calculated should all
180 eligible property owners take the maximum credit for the full ten years, to remove the ownership
181 clause, and to advance this time to the October 26, 2015 and November 9, 2015 Legislative
182 Sessions for First and Second Readings respectively.

183

184 *President Day called for a brief recess at 3:45 p.m. and Council reconvened at 3:50 p.m.*

185

186 **Budget Amendment – Skate Park Fencing**

187

188 Community Development Director Stam provided an update on Phase I construction at the
189 Salisbury Skatepark, explaining that \$5,000.00 had originally been budgeted in Phase I for
190 fencing on the street side of the Skatepark as protection for cars and pedestrians should a skater
191 lose control of a skateboard. The City's insurance carrier Local Government Insurance Trust

192 (LGIT) has recommended installation of the entire fencing along with the electronic security gate
193 during Phase I in order to best manage all risk including vandalism and unauthorized access at
194 the Skatepark; a \$39,000.00 FY16 Budget Amendment would be required to fund the entire
195 fencing. A portion of the fence would be taken down and put back up to accommodate
196 construction equipment for Phase II construction.

197

198 Discussion topics included:

199

- 200 • Remove “No Trespassing” signs after Skatepark Completed
- 201 • Any impact on insurance premiums?
- 202 • Public Works recommended “Construction Zone – Please see Foreman” sign
- 203 • Security Cameras to feed to Salisbury Police Department
- 204 • Original \$5,000.00 estimate for front fencing in 2013 is now \$10,000.00/\$39,000.00
- 205 • Avoid the Skatepark becoming an attractive nuisance
- 206 • Failure to include this request in FY16 Budget Discussions
- 207 • Funding Options
 - 208 ○ Approve \$39,000.00 FY16 Budget Amendment as requested
 - 209 ○ Approve \$5,000.00 FY16 Budget Amendment for increased cost to fence the street
 - 210 side of the Skatepark
 - 211 ○ Defer entirely until FY17 Budget Discussions

212

213 After discussion, there was Council consensus to advance to the October 26, 2015 Legislative
214 Session, a FY16 Budget Amendment for \$5,000.00 to accommodate the increased cost for
215 installation of fencing on the street side of the Skatepark.

216

217 **Fair Housing Language**

218

219 Community Development Director Stam summarized that during completion of the City’s 2014
220 Analysis of Impediments to Fair Housing (AI), the consultant recommended minor changes to
221 the City’s Zoning Ordinance/Zoning Code in order to clarify the City’s commitment to Fair
222 Housing by adding language to amend the definition and requirements of “Functional Family.”

223

224 Ms. Stam indicated that ordinances had been prepared to amend Sections 15.24.1620 and
225 17.04.120 of the Salisbury Municipal Code, and should Council move forward with the proposed
226 changes, both ordinances would be subject to review and approval by the Planning and Zoning
227 Commission and could be placed on the Agenda for the Commission’s November 2015 meeting;
228 thereafter, if the ordinances were approved by the Commission, they could then be placed on
229 successive Council Agendas for first and second readings respectively.

230

231 After discussion, there was Council consensus to advance this item and the two ordinances to the
232 Planning and Zoning Commission for review and approval.

233

234 **Motion to convene in Closed Session**

235

236 At 4:30 p.m. President Day called for a motion to convene in Closed Session to consider the
237 acquisition of an abandoned private property and the award of an exclusive negotiating period
238 for consideration of awarding a bid to sell a City-owned lot, in accordance with the Annotated
239 Code of Maryland §10-508(a)(3)(14). Thereafter, Council convened in Closed Session on a

240 motion by Mr. Heath that was seconded by Mr. Spies and approved on a unanimous vote in
241 favor.

242

243 At 5:14 p.m., on a motion and second by Mrs. Shields and Mr. Heath respectively, and by
244 unanimous vote in favor, the Closed Session adjourned and Council reconvened in Open Work
245 Session. President Day then reported that while in Closed Session Council had authorized staff to
246 demolish and acquire an abandoned property, agreed to terms for the sale of City parking lots,
247 and agreed to authorize the Mayor to enter into an exclusive negotiating period for the sale of a
248 City parking lot.

249

250 Thereafter, the Work Session adjourned.

251

252

253

254 _____
Assistant City Clerk

255

256

257

258 _____
Council President

1 **CITY OF SALISBURY, MARYLAND**

2
3 **REGULAR MEETING**

OCTOBER 26, 2015

4
5 **PUBLIC OFFICIALS PRESENT**

6
7 *Council Vice President Laura Mitchell*
8 *Councilman John “Jack” R. Heath*

Councilwoman Eugenie P. Shields
Councilman Timothy K. Spies

9
10 **PUBLIC OFFICIALS NOT PRESENT**

11
12 *Mayor James Ireton, Jr.*
13 *Council President Jacob R. Day*

14
15 **IN ATTENDANCE**

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

20 *****
21 **MEDITATION – PLEDGE OF ALLEGIANCE**

22
23 *The City Council met in regular session at 6:02 p.m. in Council Chambers. Council Vice President*
24 *Mitchell called the meeting to order and invited Rev. James Riley of Nelson Memorial United*
25 *Methodist Church to the podium to provide the invocation. Thereafter, those in attendance recited*
26 *the Pledge of Allegiance.*

27
28 **PRESENTATIONS**

29
30 • **Proclamation – Breast Cancer Awareness Month**

31
32 *Assistant City Administrator Julia Glanz presented the Breast Cancer Awareness Month*
33 *proclamation to Sue Revelle, Executive Director of Women Supporting Women. Ms. Revelle*
34 *encouraged everyone to get their mammograms and reminded the public that monthly self-*
35 *examinations were very important since men can also have breast cancer.*

36
37 • **Community Organization Presentation – Just ZOO it!**

38
39 *Ms. Cathy Bassett, Ms. Jane Seagraves and Ralph Piland joined Council at the podium to*
40 *tell the public about Just ZOO it! Currently in its 5th year, the Delmarva Zoological Society*
41 *spearheaded the campaign to benefit the Salisbury Zoo. Area schoolchildren have collected*
42 *more than \$120,000 just in nickels, dimes and quarters.*

43
44 *This year, they are focusing on the new Andean Bear cub, Alba. Each class that raises the*
45 *most from each county will win a VIP trip to the Zoo with a pizza party, snacks, prizes,*
46 *guided tour, and the chance to meet the Zookeepers and interact with some of the Zoo*

47 animals. The class that raises the most money overall in all four counties will get to be bear
48 keepers for the day and allowed inside the Bear Exhibit. First Shore Federal and Lower
49 Shore Sheltered Workshop were among the numerous volunteers mentioned from the area.
50

51 For more information and to donate online: www.renewthezoo.com
52

53 **ADOPTION OF LEGISLATIVE AGENDA**
54

55 Mrs. Shields moved, Mr. Heath seconded and the vote was unanimous (4-0) to approve the
56 legislative agenda as presented.
57

58 **CONSENT AGENDA** – presented by City Clerk Kim Nichols
59

60 The Consent Agenda consisting of the following items was unanimously approved on a 4-0 on a
61 motion by Mr. Spies that was seconded by Mr. Heath:
62

- 63 • May 14, 2015 budget session minutes
- 64 • May 18, 2015 budget session minutes
- 65 • May 21, 2015 budget session minutes
- 66 • June 1, 2015 budget session minutes
- 67 • September 8, 2015 closed session minutes
- 68 • September 21, 2015 work session minutes
- 69 • September 28, 2015 regular meeting minutes
- 70 • October 5, 2015 closed session minutes
- 71 • October 5, 2015 work session minutes
- 72 • Resolution No. 2559 - to approve a Maryland Department of Housing and Community
73 Development, Main Street Improvement Program grant application for funds to provide for
74 a Downtown Ambassador Program and to authorize the Mayor to sign all documents
75 necessary for the receipt of said funds
- 76 • Resolution No. 2560 - accepting federal grant funds awarded through the Department of
77 Justice's Bulletproof Vest Partnership Program for the purchase of protective vests for each
78 police officer
- 79 • Resolution No. 2561 - approving the reappointment of Joel Olive to the Central City District
80 Commission for the term ending 9/30/2017
- 81 • Resolution No. 2562 - approving the reappointment of Jacob Holloway to the Central City
82 District Commission for the term ending 9/30/2017
- 83 • Resolution No. 2563 - approving the reappointment of Mary Buffington to the Traffic and
84 Safety Committee for the term ending July 31, 2017
- 85 • Resolution No. 2564 - accepting the donation of a staff vehicle, two mobile command
86 vehicles, a rescue boat/motor/trailer, and portable radios and equipment for the Salisbury
87 Fire Department to use in efforts to enhance its capabilities in providing the effective and
88 efficient delivery of Fire, Rescue and Emergency Medical Services and to improve the
89 quality of life for the citizens of the City of Salisbury and the Salisbury Fire District
90

91 **AWARD OF BIDS** – presented by Assistant Director of Internal Services – Procurement &
92 Parking Jennifer L. Miller

93
94 *The Award of Bids, consisting of the following items, was unanimously approved on a 4-0 vote on a*
95 *motion by Mrs. Shields and seconded by Mr. Heath:*

- 96
- 97 • *Contract 107-16, CCTV for Water Utilities Division - \$209,904.00*
- 98 • *RFP 14-15, Change Order #1, Salisbury Bike Route - \$ 28,835.00*
- 99

100 **RESOLUTIONS** – *presented by Assistant City Administrator Julia Glanz*

- 101
- 102 • *Resolution No. 2565 - Malone/College Ave & Snow Hill Rd Annexation and setting date for*
103 *the public hearing*

104

105 *Mr. Spies moved, Mrs. Shields seconded, and the vote was unanimous (4-0) to approve*
106 *Resolution No. 2565 for first reading. The Public Hearing for the Malone/College Avenue &*
107 *Snow Hill Road Annexation will be held on December 14, 2015.*

- 108
- 109 • *Resolution No. 2566 - Malone/College Ave & Snow Hill Rd Annexation Agreement/Plan*

110

111 *Mr. Spies moved and Mr. Heath seconded to approve Resolution No. 2566.*

112

113 *Mrs. Shields moved, Mr. Heath seconded and the vote was unanimous (4-0) to amend*
114 *Resolution No. 2566 by striking “County” in Exhibit B, fourth bullet, and inserting*
115 *“Council”.*

116

117 *Resolution No. 2566, as amended, was approved for first reading.*

118

119 **ORDINANCES** – *presented by City Attorney Mark Tilghman*

- 120
- 121 • *Ordinance No. 2360 - 1st reading- to amend Chapter 15.24 Housing Standards of*
122 *the Salisbury City Code to change Building Official to Housing Official and to*
123 *change BOCA Mechanical Code to National Fuel Gas Code and to otherwise correct*
124 *portions of the text*

125

126 *Mrs. Shields moved, Mr. Spies seconded, and the vote was unanimous (4-0 vote) to approve*
127 *Ordinance No. 2360 for first reading.*

- 128
- 129 • *Ordinance No. 2361 - 1st reading- amending Chapter 8.04.050 of the Salisbury Municipal*
130 *Code to provide for the enforcement of this section by the Chief of Police, the Fire Chief and*
131 *the Director of Neighborhood Services and Code Compliance*

132

133 *Mr. Heath moved, Mr. Spies seconded, and the vote was unanimous (4-0 vote) to approve*
134 *Ordinance No. 2361 for first reading.*

- 135
- 136 • *Ordinance No. 2362 - 1st reading- approving a budget amendment of the FY 2016 General*
137 *Fund to appropriate funds for the replacement of survey equipment*

138

139 *Mrs. Shields moved, Mr. Heath seconded, and the vote was unanimous (4-0 vote) to approve*
140 *Ordinance No. 2362 for first reading.*

- 141
142 • *Ordinance No. 2363 - 1st reading- approving an amendment of the FY 2016 General Fund*
143 *Budget to appropriate funds for the purchase and installation of fencing for Phase 1 of the*
144 *Salisbury Skatepark*

145
146 *Mrs. Shields moved, Mr. Heath seconded, and the vote was unanimous (4-0 vote) to approve*
147 *Ordinance No. 2363 for first reading.*

- 148
149 • *Ordinance No. 2364 - 1st reading - amending Chapter 3, Revenue and Finance, of the City*
150 *Code by adding Chapter 3.22 for the purpose of establishing an advanced telecommunications*
151 *systems property tax credit*

152
153 *Mr. Heath moved and Mr. Spies seconded to approve Ordinance No. 2364 for first reading.*

154
155 *Mr. Heath moved to amend Ordinance No. 2364 by striking “in each of the” on Line 96 and*
156 *inserting “for up to”. Mr. Spies seconded and the vote was unanimous.*

157
158 *Ordinance No. 2364 for first reading, as amended, was unanimously approved on a 4-0 vote.*

159
160 *Vice President Mitchell reminded the public to vote in the City Elections on November 3, 3015.*

161
162 *With no further business to discuss, Mrs. Mitchell adjourned the Legislative Session at 6:49 p.m.*

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*CITY OF SALISBURY, MARYLAND
CLOSED SESSION
OCTOBER 19, 2015*

TIME & PLACE: 4:30 p.m., Government Office Building – Room 301

185 *PURPOSE:* *To consider the acquisition of real property for a public purpose and matters*
186 *directly related thereto, and before a contract is awarded or bids are opened,*
187 *to discuss a matter directly related to a negotiating strategy or the contents of*
188 *a bid or proposal, if public discussion or disclosure would adversely impact*
189 *the ability of the public body to participate in the competitive bidding or*
190 *proposal process*

191 *VOTE TO CLOSE:* *Unanimous*

192 *CITATION:* *Annotated Code of Maryland §10-508(a)(3)(14)*

193 *PRESENT:* *Council President Jacob R. Day, Councilman John “Jack” R. Heath,*
194 *Councilwoman Eugenie P. Shields, Councilman Timothy K. Spies, Assistant*
195 *City Administrator Julia Glanz, Neighborhood Services and Code*
196 *Compliance (NSCC) Director Susan Phillips, Salisbury-Wicomico Planning*
197 *and Zoning Director Jack Lenox, Assistant Director Internal Services –*
198 *Procurement & Parking Jennifer Miller, City Attorney Mark Tilghman, and*
199 *Assistant City Clerk Diane C. Nelson*

200 *NOT PRESENT:* *Mayor James Ireton, Jr., Council Vice President Laura Mitchell*

201 *****

202 *The City Council convened in Work Session in Room #301 in the Government Office Building at*
203 *1:30 p.m.; at 4:30 p.m. President Day called for a motion to convene in Closed Session to consider*
204 *the acquisition of an abandoned private property and the award of an exclusive negotiating period*
205 *for consideration of awarding a bid to sell a City-owned lot, in accordance with the Annotated*
206 *Code of Maryland §10-508(a)(3)(14). Thereafter, Council convened in Closed Session on a motion*
207 *by Mr. Heath that was seconded by Mr. Spies and approved on a unanimous vote in favor.*
208

209 *At 5:14 p.m., on a motion and second by Mrs. Shields and Mr. Heath respectively, and by*
210 *unanimous vote in favor, the Closed Session adjourned and Council reconvened in Open Work*
211 *Session. President Day then reported that while in Closed Session Council had authorized staff to*
212 *demolish and acquire an abandoned property, agreed to terms for the sale of City parking lots, and*
213 *agreed to authorize the Mayor to enter into an exclusive negotiating period for the sale of a City*
214 *parking lot.*
215

216 *Thereafter, the Work Session adjourned.*
217

218 _____
219 *Assistant City Clerk*
220

221 _____
222 *City Clerk*
223

224 _____
225 *Council President*

INTER

OFFICE

MEMO

OFFICE OF THE MAYOR

To: Tom Stevenson
Cc: Julia Glanz
From: Karen Nolan
Subject: Appointment to the Zoo Commission
Date: October 28, 2015

Mayor Ireton would like to reappoint the following person to the Zoo Commission at the conclusion of her current term, being December 31, 2015.

<u>Name</u>	<u>Term Ending</u>
Sarah Rayne	12/31/2018

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

Attachments

CC: Mayor Ireton
Michael Moulds

Donna Haag

From: James Ireton
Sent: Monday, October 26, 2015 10:53 AM
To: Donna Haag
Subject: FW: Reappointment to Sby Zoo Commission
Attachments: image001.jpg; ZC Reappointment.pdf

Please move this forward.

From: Sarah Rayne [sarah@coastalrealtors.org]
Sent: Monday, October 26, 2015 10:47 AM
To: James Ireton
Cc: RONALD ALESSI, SR.
Subject: Reappointment to Sby Zoo Commission

Good Morning Mayor Ireton,

My term as a Salisbury Zoo Commissioner expires at the end of the this year. I'd greatly appreciate consideration for reappointment.

Please find attached my letter of interest, and let me know if you have any further questions.

Thank you,

Sarah Rayne
Government and Public Affairs Director
Coastal Association of REALTORS® of MD, Inc.
314 Franklin Avenue, Suite 106
Berlin, Maryland 21811
410-641-4409 (o)
443-944-7046 (c)
410-641-2995 (f)
sarah@coastalrealtors.org<mailto:sarah@coastalrealtors.org>
www.CoastalRealtors.org<http://www.coastalrealtors.org/>
http://coastalmdhomes.com<http://coastalmdhomes.com/>

[Signature Size Logo]

Sarah Rayne
116 Walnut Street #2
Salisbury, Md. 21801
443-944-7046
sarah@coastalrealtors.org

October 26, 2015

Office of the Mayor
City of Salisbury
125 N. Division Street. Room 304
Salisbury, Md. 21801

Re: Reappointment to Salisbury Zoo Commission

Dear Mayor Ireton,

Please accept this letter of interest as my application for reappointment to the City of Salisbury Zoo Commission. My current term ends on December 31, 2015.

Since appointment to the Zoo Commission last year, I've been an active participant in commission meetings, I've served on the Marketing/PR Committee, and I've volunteered at several zoo events.

I've greatly enjoyed my time on the commission so far and would like the opportunity to continue to serve. There are a lot of exciting things happening at the zoo, i.e. the birth of Alba, upcoming WiFi access, and much more. I'm proud to be a part of the commission and to help maintain and improve one of Salisbury's most valuable assets.

Please contact me at the above phone number or email address if you require more information.

Sincerely,

A handwritten signature in cursive script that reads "S Rayne". The signature is written in black ink and is positioned above the printed name.

Sarah Rayne
Salisbury

City of Salisbury



MARYLAND

Salisbury



2010

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

JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

JULIA GLANZ
ASSISTANT CITY ADMINISTRATOR

KEITH A. CORDREY
DIRECTOR OF INTERNAL SERVICES
PROCUREMENT DIVISION

COUNCIL AGENDA – Award of Bids

November 9, 2015

- | | |
|--|----------------|
| 1. RFP 02-16
Financial Lease Services | \$2,022,000.00 |
| 2. Contract 103-16
SFD Ambulances | \$ 917,317.93 |
| 3. Various Capital Equipment
Salisbury Department of Public Works | \$ 915,246.52 |

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.
INTERIM CITY ADMINISTRATOR

JULIA GLANZ
ASSISTANT CITY ADMINISTRATOR

Council Agenda

November 9, 2015

TO: Mayor and City Council

SUBJECT: Award of Bid
Contract RFP 02-16: Financial Lease Services

The Procurement Department received a request from the Internal Services Department to obtain lease services for several pieces of equipment which were approved by Council in the FY16 budget. The bid was then developed as a "Master Lease Financing Program" which will allow the City of Salisbury to contract for the acquisition of capital equipment items, furnishings or systems by financing the acquisition through a lessor. The initial period of this agreement will be for two years, with renewal options for three (3) additional one (1) year terms.

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 5 vendors were sent bid packages with one (1) vendor, Banc of America Public Capital Corporation, submitting a responsive bid by the due date and time of October 7, 2015 at 3:00 P.M. Three Vendors elected to submit a no bid. Rates are based on Federal Reserve Publication H.15, Selected Interest Rate Swap with a set mark-up percentage.

Equipment	Budgeted Purchase Amount	5 YR Rate	Yearly Payment	5 YR Total Payments	Prepayment Penalty
Ambulance (3)	\$912,000	1.3933%	\$187,482.37	\$937,411.83	None*
Equipment	Budgeted Purchase Amount	7 YR Rate	Yearly Payment	7 YR Total Payments	Prepayment Penalty
Dump Truck (2)	\$290,000	1.6821%	\$43,530.29	\$304,712.04	None*
Aerial Bucket Truck (1)	\$190,000	1.6821%	28,519.58	\$199,638.92	None*
Street Sweeper (1)	\$215,000	1.6821%	\$32,272.46	\$225,907.20	None*
Refuse Truck (1)	\$265,000	1.6821%	\$39,777.68	\$278,443.76	None*
Sewer Jet Truck (1)	\$150,000	1.6821%	\$22,515.67	\$157,609.68	None*
Grand Totals:	\$2,022,000		\$354,098.05	\$2,103,723.20	

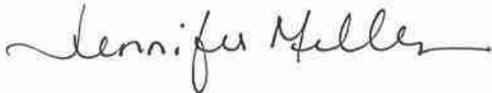
(*No prepayment penalty after the midpoint of lease term)

Banc of America Public Capital Corporation, a division of Bank of America, is one of the largest financial institutions in United States. The annual payments as noted above are projected to be less than the funds that were budgeted in FY16 to make the annual payments (note, however, that the actual payment may be more or less than noted above depending on the final equipment purchase amount and the H.15 rate at lease closing date):

			<u>Available</u>
Three Ambulances	Fire Dept.	24035-558600	\$199,333
One Dump Truck	Streets	31150-558600	\$ 24,718
One Dump Truck	Water Branch	82076-558600	\$ 24,100
One Aerial Bucket Truck	Traffic Control	22000-558600	\$ 30,500
One Street Sweeper	Street Sweeping	60820-558600	\$ 37,200
One Refuse Truck	Waste Collection	32061-558600	\$ 43,810
One Sewer Jetter	Sewer Branch	86085-558600	<u>\$ 24,100</u>
Total FY16 Budget for Lease Payments:			\$ 383,761

The Procurement Department recommends awarding Contract RFP 02-16, Financial Lease Services, to Banc of America Public Capital Corporation, as they were the only responsive and responsible respondent to the Request for Proposal.

Sincerely,



Jennifer Miller
 Assistant Director of Internal Services - Procurement and Parking

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

JULIA GLANZ
ASSISTANT CITY ADMINISTRATOR

Council Agenda

November 9, 2015

TO: Mayor and City Council

SUBJECT: Award of Bid
Contract 103-16
SFD Ambulances

The City of Salisbury Internal Services Department, Procurement Division, received a request from the Salisbury Fire Department to solicit bids for Contract 103-16 Ambulance.

The Procurement Department followed standard competitive bidding 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 two (2) vendors submitted a bid by the due date and time of September 15, 2015 at 2:30 p.m.:

DPC Emergency Equipment	\$317,917.78 per unit
Atlantic Emergency Services	\$304,105.98 per unit

The bid documents were reviewed by the Procurement Department and Atlantic Emergency Services was determined to be the lowest responsible and responsive bidder. The Salisbury Fire Department has budgeted for the purchase of three (3) ambulances in FY16; delivery lead time is expected to be five to six months after receipt of order. If award is approved by City Council, the Procurement Department will secure lease financing from the vendor that is awarded the contract for "RFP 02-16 Financial Lease Services".

Funds of \$917,317.93 are available in the SFD Vehicles Account, 24035-577025.

The Procurement Department requests Council's approval to award Contract 103-16 Ambulance to Atlantic Emergency Services in the amount of \$917,317.93 for a total of three (3) ambulances.

Sincerely,

Jennifer Miller

Assistant Director of Internal Services – Procurement and Parking



*From the Office
of the
Fire Chief*

To: Jennifer Miller, Deputy Dir. Finance – Procurement **Date:** 15 September 2015

From: Richard A. Hoppes, Chief of the Department

Subject: Recommendation to Award of Bid for Project # 103-16 (Ambulances)

Pursuant to a thorough review from the City Procurement Department and the Salisbury Fire Department, of the bid proposals from all vendors for Bid # 103-16, this memorandum serves as the formal department recommendation to award the bid to Atlantic Emergency Solutions, Inc. in the amount of \$912,317.93 to purchase three (3) ambulances for the department.

A total of two (2) bids were received, ranging in costs from \$912,317.93 to \$953753.33. The low, responsive, and qualified bidder was Atlantic Emergency Solutions, Inc. The other responsive bidder was DPC Emergency Vehicles, Inc.

Please add this to the award of bids content for the earliest possible Council Legislative Agenda. Should you require additional information please do not hesitate to call on me at rhoppes@ci.salisbury.md.us or at 410-548-3120 X 103.

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

City of Salisbury



MARYLAND



125 NORTH DIVISION STREET
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JENNIFER MILLER
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M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

JULIA GLANZ
ASSISTANT CITY ADMINISTRATOR

Council Agenda

November 9, 2015

TO: Mayor and City Council

SUBJECT: Award of Bids
Capital Equipment for Public Works

The City of Salisbury Internal Services Department, Procurement Division, received a request from several divisions within the Department of Public Works to purchase multiple capital equipment items via cooperative & piggyback purchasing programs.

Per Section SC 16-3 "General Policy of Competitive Bidding, Exceptions" of the City of Salisbury Charter, competitive bidding procedures performed by the City of Salisbury are not necessary or appropriate in the following circumstance:

"(9) Contracts in which the City receives a contract price negotiated by the State, County, or other governmental entity pursuant to a valid contract."

This Charter designation, therefore, allows the City of Salisbury to procure items that were competitively bid and awarded at a State level (via a State contract) and to also participate in cooperative purchasing programs. The Department of Public Works has budgeted for and now wishes to secure the following items:

<u>Item</u>	<u>Acct</u>	<u>Price</u>	<u>Source</u>	<u>Vendor</u>
Dump Truck	31150-577025	\$144,212	State of DE contract	Barr International
Dump Truck	82076-577025	\$144,212	State of DE contract	Barr International
Street Sweeper	60820-577025	\$214,665	HGACBuy	Mid-Atlantic Waste Systems
Refuse Truck	32061-577025	\$262,236.80	NJPA	Mid-Atlantic Waste Systems
Sewer Jet Truck	86085-577025	\$149,930.72	NJPA	Mid-Atlantic Waste Systems

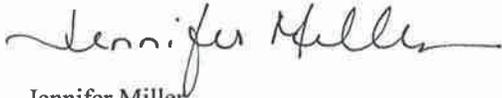
HGACBuy, or The Houston-Galveston Area Council (H-GAC) is a unit of local government and a political subdivision of the State of Texas. All products offered through HGACBuy have been awarded by virtue of a public competitive process. The contracts awarded by the H-GAC Board are then made available to local governments nationwide through the HGACBuy Cooperative Purchasing Program. The City of Salisbury is a long-standing member of HGACBuy through the execution of an Interlocal Contract, which sets out the conditions, requirements and processes of the procurement.

NJPA, or National Joint Powers Alliance, is a municipal national contracting agency which establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law. Joint Powers laws enable members such as the City of Salisbury to legally purchase through their awarded contracts. As with HGACBuy, the City of Salisbury is a long-time member of the NJPA.

The Procurement Division has obtained copies of all of the contracts. We have confirmed the accuracy of the pricing quoted to the City of Salisbury and the contract termination dates, and there are sufficient funds in the accounts noted above to move forward with the purchases. If award of all noted items is approved by City Council, the Procurement Department will secure lease financing from the vendor that is awarded the contract for "RFP 02-16 Financial Lease Services".

The Procurement Department respectfully requests Council's approval to award the purchases of the various capital equipment items to the vendors noted above.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Miller". The signature is written in black ink and is positioned above the printed name.

Jennifer Miller

Assistant 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

JULIA GLANZ
ASSISTANT CITY ADMINISTRATOR

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

To: Jennifer Miller, Asst. Director of Internal Services
From: Michael S. Moulds, P.E., Director of Public Works
Date: October 23, 2015
Re: Acquisition of Department of Public Works Vehicles

The Salisbury Department of Public Works Streets Division has funds allocated in the FY 2016 budget to purchase a replacement Dump Truck with Plow and Salt Body in the amount of \$150,000.00. The City has secured the funding in these amounts for the purchase and the Department is prepared to proceed with the acquisition of this vehicle.

In the Salisbury Charter, Article XVI, Purchase and Sales; City Property Inventory of the City Charter, Section 16-3 General Policy of competitive bidding; exceptions provides for exceptions to the City's competitive bidding processes. The City of Salisbury is currently piggy backing off of the State of Delaware contract.

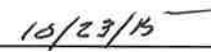
Normally, the competitive bidding process must be conducted for the purchase of such items. However, Section 16-3 of the City Charter provides for exceptions to this process including "(9) Contracts in which the City receives a contract price negotiated by the State, County or other government entity pursuant to a valid contract". This exception ensures efficiency and cost effectiveness for the City in that it saves valuable time in the acquisition process and also saves the City the normal costs associated with advertising and conducting a formal bid process.

Based on this information, we would like to request that a Purchase Transaction be initiated with Barr International of Salisbury, MD, to complete the procurement of the dump truck for \$144,212.00. Funding for the vehicle is available in the FY2016 budget account #31150-577025.

Should you have any questions or require additional information, please feel free to contact me immediately.



Michael S. Moulds, PE
Director of Public Works



Date

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

JULIA GLANZ
ASSISTANT CITY ADMINISTRATOR

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

To: Jennifer Miller, Asst. Director of Internal Services
From: Michael S. Moulds, P.E., Director of Public Works
Date: October 23, 2015
Re: Acquisition of Department of Public Works Vehicles

The Salisbury Department of Public Works Utilities Division has funds allocated in the FY 2016 budget to purchase a replacement Dump Truck with Plow and Salt Body in the amount of \$150,000.00. The City has secured the funding in these amounts for the purchase and the Department is prepared to proceed with the acquisition of this vehicle.

In the Salisbury Charter, Article XVI, Purchase and Sales; City Property Inventory of the City Charter, Section 16-3 General Policy of competitive bidding; exceptions provides for exceptions to the City's competitive bidding processes. The City of Salisbury is currently piggy backing off of the State of Delaware contract.

Normally, the competitive bidding process must be conducted for the purchase of such items. However, Section 16-3 of the City Charter provides for exceptions to this process including "(9) Contracts in which the City receives a contract price negotiated by the State, County or other government entity pursuant to a valid contract". This exception ensures efficiency and cost effectiveness for the City in that it saves valuable time in the acquisition process and also saves the City the normal costs associated with advertising and conducting a formal bid process.

Based on this information, we would like to request that a Purchase Transaction be initiated with Barr International of Salisbury, MD, to complete the procurement of the dump truck for \$144,212.00. Funding for the vehicle is available in the FY2016 budget account #82076-577025.

Should you have any questions or require additional information, please feel free to contact me immediately.

Michael S. Moulds, PE
Director of Public Works

10/23/15

Date

City of Salisbury



MARYLAND



125 NORTH DIVISION STREET
SALISBURY, MARYLAND 21801
Tel: 410-548-3170
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JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

JULIA GLANZ
ASSISTANT CITY ADMINISTRATOR

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

To: Jennifer Miller, Asst. Director of Internal Services
From: Michael S. Moulds, P.E., Director of Public Works
Date: October 23, 2015
Re: Acquisition of Department of Public Works Vehicles

The Salisbury Department of Public Works Streets Division has funds allocated in the FY 2016 budget to purchase a replacement Street Sweeper in the amount of \$231,750.00. The City has secured the funding in these amounts for the purchase and the Department is prepared to proceed with the acquisition of this vehicle.

In the Salisbury Charter, Article XVI, Purchase and Sales; City Property Inventory of the City Charter, Section 16-3 General Policy of competitive bidding; exceptions provides for exceptions to the City's competitive bidding processes. The City of Salisbury is currently piggy backing off of the HGAC Buy Cooperative Agreement.

Normally, the competitive bidding process must be conducted for the purchase of such items. However, Section 16-3 of the City Charter provides for exceptions to this process including "(9) Contracts in which the City receives a contract price negotiated by the State, County or other government entity pursuant to a valid contract". This exception ensures efficiency and cost effectiveness for the City in that it saves valuable time in the acquisition process and also saves the City the normal costs associated with advertising and conducting a formal bid process.

Based on this information, we would like to request that a Purchase Transaction be initiated with Mid-Atlantic Waste Systems of Easton, MD, to complete the procurement of the street sweeper for \$214,665.00. Funding for the vehicle is available in the FY2016 budget account #60820-577025.

Should you have any questions or require additional information, please feel free to contact me immediately.


Michael S. Moulds, PE
Director of Public Works


Date

City of Salisbury



MARYLAND



JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

JULIA GLANZ
ASSISTANT CITY ADMINISTRATOR

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

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

To: Jennifer Miller, Asst. Director of Internal Services
From: Michael S. Moulds, P.E., Director of Public Works
Date: October 23, 2015
Re: Acquisition of Department of Public Works Vehicles

The Salisbury Department of Public Works has funds allocated in the FY 2016 budget to purchase a replacement Sanitary Side Loader Refuse Truck in the amount of \$272,950.00. The City has secured the funding in these amounts for the purchase and the Department is prepared to proceed with the acquisition of this vehicle.

In the Salisbury Charter, Article XVI, Purchase and Sales; City Property Inventory of the City Charter, Section 16-3 General Policy of competitive bidding; exceptions provides for exceptions to the City's competitive bidding processes. The City of Salisbury is currently piggy backing off of the State of Maryland, NJPA contract #112014-THC.

Normally, the competitive bidding process must be conducted for the purchase of such items. However, Section 16-3 of the City Charter provides for exceptions to this process including "(9) Contracts in which the City receives a contract price negotiated by the State, County or other government entity pursuant to a valid contract". This exception ensures efficiency and cost effectiveness for the City in that it saves valuable time in the acquisition process and also saves the City the normal costs associated with advertising and conducting a formal bid process.

Based on this information, we would like to request that a Purchase Transaction be initiated with Mid-Atlantic Waste Systems of Easton, MD, to complete the procurement of the sanitary refuse truck for \$262,236.80. Funding for the vehicle is available in the FY2016 budget account #32061-577025.

Should you have any questions or require additional information, please feel free to contact me immediately.



Michael S. Moulds, PE
Director of Public Works

10/23/15

Date

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

JULIA GLANZ
ASSISTANT CITY ADMINISTRATOR

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

To: Jennifer Miller
Assistant Director Internal Services
Procurement Division

From: Walter Webster
Water Utilities Superintendent

Date: October 16, 2015

RE: Acquisition for Sewer Jet Truck

Funds were allocated in the FY2016 budget to purchase the new sewer jet truck at an estimated cost of \$150,000.00. The City has secured the funding in this amount for this purchase and the Water Utilities Department is prepared to proceed with the acquisition of this vehicle.

The new sewer jet is an essential part of the Water Utilities CMOM (Capacity assurance, Management, Operation and Maintenance) Program. The sewer jet is used for cleaning and clearing blockages in sewer mains, sewer cleanouts, sewer manholes and the storm drainage system that includes storm water mains, laterals and catch basins. The sewer jet also is used to haul water for plants and washing down sidewalks and other surfaces.

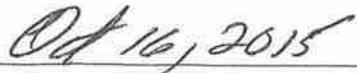
In the Salisbury Charter, **Article XVI, Purchases and Sales; City Property Inventory of the City Charter, Section 16-3 General policy of competitive bidding; exceptions** provides for exceptions to the City's competitive bidding processes. The City of Salisbury is currently piggy backing off of the State of Maryland, NJPA contract #022014-SCA.

Normally, the competitive bidding process must be conducted for the purchase of such items. However, Section 16-3 of the City Charter provides for exceptions to this process including "(9) Contracts in which the City receives a contract price negotiated by the State, County of other governmental entity pursuant to a valid contract". This exception ensures efficiency and cost effectiveness for the City in that it saves valuable time in the acquisition process and also saves the City the normal costs associated with advertising and conducting a formal bid process.

Based on this information, we would like to request that a Purchase Transaction be initiated with Mid-Atlantic Waste Systems of Easton, MD, to complete the procurement of the new sewer jet truck 800-A for \$149,930.72. Funding for the equipment is available in the FY2016 budget account #86085-577025.

Should you have any questions or require additional information, please feel free to contact me immediately.


Walter Webster
Water Utilities Superintendent


Date


Michael S. Moulds, PE
Director of Public Works


Date

Memo

To: Julia Glanz
From: Susan Phillips
Date: 11/4/2015
Re: Purchase of 709 W. Isabella Street

Attached please find a resolution and purchase contract that will have the effect of purchasing 709 W. Isabella Street, currently owned by Josephina Hristov & Marcial Saint Dic.

709 W. Isabella Street is a property on the Community Development Initiative (CDI) list. The structure has lost its non-conforming residential use and NSCC and BPI recommends demolition. The owners do not have the financial means to rehab the property to code now that the permitted use is commercial, not residential. It has been vacant for at least 4 years.

The owners are interested in selling it to the City for \$10,000. If the City purchases this property, I can use funds that Debbie Stam has left over from the Community Development Block Grant to demolish the structure, then sell it as a vacant commercial lot, then put the funds back into the CDI fund to replenish the funds that we will be using for demolitions.

Unless you have any questions please forward this memorandum to the Mayor and City Council.

1 RESOLUTION NO. 2568

2
3 A RESOLUTION OF THE CITY OF SALISBURY TO PURCHASE IMPROVED REAL
4 PROPERTY LOCATED AT 709 W. ISABELLA STREET FROM JOSEFINA HRISTOV AND
5 MARCIAL SAINT DIC IN FURTHERANCE OF THE GOALS OF THE COMMUNITY
6 DEVELOPMENT INITIATIVE.

7
8 WHEREAS, the sellers, Josefina Hristov and Marcial Saint Dic, own improved
9 residential property located at 709 W. Isabella Street, which was acquired by deed dated
10 September 20, 2011 and recorded in the Wicomico County, Maryland Land Records in Liber
11 3355, folio 263; and

12
13 WHEREAS, the property has lost its non-conforming residential use status and has been
14 vacant for at least the past four years; and

15
16 WHEREAS, the City of Salisbury Department of Neighborhood Services and Code
17 Compliance and the Department of Buildings, Permits and Inspection Directors both recommend
18 that that residential structure located on the property be demolished; and

19
20 WHEREAS, the City of Salisbury desires to purchase the property as part of its
21 Community Development Initiative, demolish the structure, and thereafter sell the remaining
22 commercial lot; and

23
24 WHEREAS, the attached Contract of Sale for the property is authorized to be signed to
25 purchase the property, which affords protection to the City if issues related to the title, property
26 condition, etc. are found before the City is obligated to complete the purchase.

27
28 NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Salisbury,
29 Maryland does hereby agree to purchase the 709 W. Isabella Street property from Josefina
30 Hristov and Marcial Saint Dic for \$10,000 in accordance with the terms contained in the attached
31 Contract of Sale.

32
33 THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting
34 of the Council of the City of Salisbury held on this ____ day of _____, 2015 and is to
35 become effective immediately upon adoption.

36
37 ATTEST:

38
39 _____
40 Kimberly R. Nichols
41 CITY CLERK

Jacob R. Day
PRESIDENT, City Council

42
43 APPROVED by me this _____ day of _____, 2015

44
45 _____
46 James Ireton, Jr.
47 MAYOR, City of Salisbury

CONTRACT OF SALE

THIS CONTRACT OF SALE ("this Contract"), dated the ____ day of _____, 2015, between Josefina Hristov and Marcial Saint Dic, ("Sellers"), whose address is 701 Huston Street, Seaford, DE 19973, and City of Salisbury, Maryland ("Buyer"), whose address is Department of Internal Services, 125 N. Division Street, Salisbury, MD 21801.

1. *The Property.* Sellers sell to Buyer, and Buyer purchases from Seller, the real property located in City of Salisbury, Wicomico County, Maryland, and known as 709 W. Isabella Street, Salisbury, MD 21801, Map 0106, Grid 0004, Parcel 1874, together with all improvements and all the rights and appurtenances thereto. The property was acquired by the Sellers by deed dated September 20, 2011 and is recorded in the Wicomico County land records, Liber 3355, folio 263 and is hereinafter called the "Property."

2. *Purchase Price.* The purchase price for the Property is Ten Thousand Dollars (\$10,000.00), of which Buyer has paid _____ Dollars (\$_____) at the signing hereof, the receipt of which Sellers acknowledge. The balance of the purchase price shall be paid by Buyer to Sellers in cash at Settlement.

3. *Time and Place of Settlement.* Unless the parties agree otherwise, Settlement shall take place at _____ a.m./p.m. on the ____ day of _____, 2015 at _____ (location).

4. *Deed to Property.* At Settlement, upon payment of the unpaid purchase money, a deed for the Property shall be executed at Buyer's expense by Sellers. Sellers shall, at Buyer's expense, prepare a special warranty deed.

5. *Possession.* Buyer shall be given possession of the Property at Settlement. Sellers warrant that there are no other persons that are in current possession of the Property and that no other persons shall have rights to possession of the Property at the time of settlement.

6. *Recordation and Transfer Taxes.* All recordation taxes and state and local transfer taxes relating to the conveyance of the Property shall be paid as follows:

a) Buyer shall pay any state or county recordation and transfer taxes or fees or other costs imposed upon the recordation of the Deed.

b) Seller shall pay all taxes and fees relating to the recordation of any release of a mortgage, deed of trust, or other lien or encumbrance affecting the Property which is to be released or discharged at Closing.

7. *Real Estate Taxes.* Real estate taxes and similar public charges against the Property that are payable on an annual basis (including district, sanitary commission, or other benefit charges, assessments, liens, or encumbrances for sewer, water, drainage, or other public

improvements completed or commenced on or prior to the date hereof or subsequent thereto) shall be adjusted between the parties as of the date of Settlement and assumed and paid thereafter by Buyer.

8. *Risk of Loss.* The Property shall be held at the risk of Sellers until Settlement hereunder.

9. *Buyer's Default.* If Buyer defaults in Buyer's obligation to purchase the Property, Sellers shall have the right, at Sellers' election, to retain all deposits paid hereunder as liquidated damages and not as a penalty, and upon such election the parties shall be released from all further liability hereunder at law and in equity, except with respect to the provisions of this Contract which survive its termination.

10. *Real Estate Commission.* Each party warrants to the other that it has not used the services of a real estate broker or agent in connection with this transaction. Each party agrees to defend, indemnify, and hold the other party harmless for any claim for real estate commissions arising by reason of the indemnifying party's breach of this warranty. The provisions of this paragraph shall survive Settlement and the delivery of the deed to the Property or the termination of this Contract.

11. *Title and Subdivision.*

11.1. *Title Report.* Within thirty (30) days from the date of this Contract, Buyer shall obtain, at its expense, a title report covering the Property from a licensed title insurance company selected by Buyer. Buyer shall give written notice to Sellers within the thirty (30) day period listing any title exception that is not acceptable to Buyer (the "Title Defect"). If Buyer shall fail to provide such notice to Seller within the thirty (30) day period, Buyer shall be considered to have waived its right to object to the Title Defect. Sellers shall have fifteen (15) days from the receipt of Buyer's notice within which to determine whether to cure or remove the Title Defect or to terminate this Contract. If Sellers elect to cure or remove the Title Defect, Sellers shall do so by giving Buyer written notice of the election within the fifteen (15) day period, otherwise Sellers shall be deemed to have elected to terminate this Contract.

If Sellers elect to terminate this Contract, the deposit shall be returned to Buyer, whereupon this Contract shall become null and void and of no further force and effect at law or in equity. If Sellers elect not to terminate this Contract, Sellers shall be required to convey the Property to Buyer at Settlement, subject to any matter affecting title to the Property in existence as of the date of the title report, regardless of whether shown or revealed by the title search and report, to which no objection is taken by Buyer in the manner and time set forth above.

11.2. *Ground Rent.* If the title report discloses that the Property is subject to payment of a ground rent pursuant to a perpetually renewable ground rent lease, Buyer shall not object to the fact that the Property is subject to a ground rent if Sellers agree to reduce the purchase price of the Property by an amount equal to the annual ground rent capitalized at the rate of ten percent (10%). If the Property is subject to such a ground rent, Buyer is hereby placed

on notice in accordance with Md. Real Prop. Ann. Code § 14-117 (the "Code") that if the ground rent is not timely paid the effect may be (a) that the reversionary owner of the ground rent may bring an action of ejectment against the ground rent tenant under § 8-402(b) of the Code, and (b) as a result of the ejectment action, the reversionary owner of the ground rent may own the Property in fee, discharged from the lease.

11.3. *Subdivision.* If either Sellers or Buyer prior to Settlement shall make a good faith determination that for Sellers legally to convey the Property to Buyer, an approved subdivision plat of the Property must first be recorded among the Land Records of the County/City (the "Land Records"), then neither party shall be obligated to proceed to Settlement unless Buyer, at Buyer's expense, prior to Settlement, obtains all necessary governmental approvals and records the subdivision plat of the Property among the Land Records at or prior to Settlement. Sellers and Buyer shall each cooperate with the other in filing any necessary applications, and in the processing of the subdivision plat before the appropriate governmental agencies. If a subdivision plat is required, Buyer shall have the right to postpone Settlement for up to sixty (60) additional days from the date of Settlement as determined under Section 3 (Time and Place of Settlement) if this additional time is required for Buyer to obtain the necessary governmental approvals.

12. *Feasibility Period - No Warranties.*

12.1. *General.* For a thirty (30) day period after the date of this Contract (the "Feasibility Period"), Buyer and its agents shall have the right to enter upon the Property at their sole risk for the purpose of inspecting the same and conducting surveys and other tests of surface and subsurface conditions, investigations, and feasibility studies. Within a reasonable time after such entries Buyer shall restore the Property to its prior condition. Buyer shall defend, indemnify, and hold Sellers harmless from and against any damage, liability, loss, deficiency, or expense (including attorneys' fees, court costs, and other expenses) resulting from, and will pay Sellers upon demand the full amount of any sum Sellers may be or become obligated to pay on account of, all obligations, liabilities, claims, accounts, demands, liens, or encumbrances, which result from acts, conduct, omissions, contracts, agreements, or commitments of Buyer or its agents, in any way related to or arising from the exercise by Buyer of the rights herein granted to enter the Property and conduct tests thereon.

12.2. *Election to Proceed or Terminate.* If during the Feasibility Period Buyer shall determine, at its discretion, that the acquisition and development of the Property is not feasible, Buyer shall have the right, by written notice to Sellers (the "Termination Notice"), to terminate this Contract prior to the expiration of the Feasibility Period. Upon receipt of the Termination Notice, this Contract shall terminate and thereupon the parties hereto shall be released from all further liability hereunder, at law and in equity, except as provided herein. If Buyer fails to give the Termination Notice on or before the expiration of the Feasibility Period, Buyer's right to terminate this Contract under this Section shall expire and Buyer shall thereafter be obligated to perform all of the terms, covenants, and provisions of this Contract to be performed by Buyer hereunder, including, without limitation, the obligation to consummate Settlement.

12.3. *Studies.* If Buyer terminates this Contract or defaults in its obligations hereunder, Buyer shall promptly deliver to Sellers after the date of such termination or default, for no additional consideration, copies of all governmental permits and approvals, surveys, plats, soil tests, and engineering, environmental, architectural, and other reports, studies, and documents obtained by Buyer or its agents with respect to the Property.

12.4. *"As Is" Purchase.* Buyer acknowledges that it will have ample opportunity to inspect the Property during the Feasibility Period and that if, subject to the provisions of this Section 12.4, after performing all tests and inspections as Buyer may determine, Buyer proceeds to Settlement it will be taking title to the Property in its "as is" physical condition. This sale is subject to the following provisions of this Section 12.4:

12.4.1. *Environmental Matters.* Sellers make no guaranty, warranty, or representation to Buyer regarding the existence or non-existence of Hazardous Materials (as defined in Section 12.4.2 (Definition of Hazardous Materials)) on the Property, nor any guaranty, warranty, or representation concerning the compliance of Sellers, or any previous owner of the Property, with federal, state, or local laws and regulations regarding Hazardous Materials. Subsequent to Settlement Sellers will have no responsibility to Buyer or its transferees or assigns regarding compliance with these laws and regulations requiring the removal, treatment, or disposal of Hazardous Materials which may exist, regardless of when any such condition first existed and regardless of whether any such conditions are known or unknown to Sellers. Buyer covenants and agrees not to sue or otherwise make any claim against Sellers for any of the matters as to which Sellers have no responsibility to Buyer under this Section 12.4.1, and this covenant not to sue shall, to the maximum extent permitted by law, be binding upon the successors and assigns of Sellers. Buyer agrees that after Settlement Buyer shall bear the sole cost of all clean up, containment, removal, or remediation of any of the Hazardous Materials, and hereby discharges and releases Sellers and Sellers' personal representatives, heirs, successors, and assigns, and agrees to defend, indemnify, and hold Sellers and Sellers' personal representatives, heirs, successors, and assigns harmless from any claims, losses, costs, expenses, and liability (a) incurred in connection with any such clean up, containment, removal, remedial, or restoration work performed with respect to the Hazardous Materials, and (b) that Sellers may suffer or be subjected to by virtue of any violation of existing or future law caused by Buyer's ownership, possession, operation, or use of the Property.

12.4.2. *Definition of Hazardous Materials.* Hazardous Materials shall be deemed to be: (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended from time to time, and regulations promulgated thereunder; (c) any "oil," as defined by Section 4-401(g) of the Environment Article of the Annotated Code of Maryland, as amended from time to time; (d) any "hazardous substance" as defined by Section 7-201(m) of the Environment Article of the Annotated Code of Maryland, as amended from time to time, and regulations promulgated thereunder; (e) any substance the presence of which on the Property is prohibited by

any law similar to those set forth in this Section 12.4.2; (f) any toxic or hazardous substances or materials, whether products or wastes, including, without limitation, asbestos, radon, or polychlorinated biphenyls; and (g) any other substance that by law requires special handling in its collection, storage, treatment, or disposal.

12.4.3. *Survival.* The provisions of Section 12.1 shall survive Settlement hereunder or the termination of this Contract. The provisions of Section 12.3 shall survive the termination of this Contract. The provisions of Sections 12.4, 12.4.1 and 12.4.2 shall survive Settlement hereunder.

13. *Miscellaneous Provisions.*

13.1. *Entire Agreement.* This Contract contains the final and entire agreement between the parties and neither they nor their agents shall be bound by any terms, conditions, or representations not herein written.

13.2. *Time of Essence.* Time is of the essence of this Contract.

13.3. *Joint and Several Liability.* If Buyer consists of more than one (1) person or entity, their liability under this Contract shall be both joint and several.

13.4. *Binding Agreement.* This Contract is binding on the parties and their personal representatives, successors, and assigns.

13.5. *Limited Liability.* The liability of Sellers under this Contract is limited to Sellers' interest in the Property, plus the amount of the deposit. No other assets of Sellers shall be subject to seizure or levy.

WITNESS the hands and seals of the parties.

WITNESS:

_____ (SEAL)
Josefina Hristov, Seller

_____ (SEAL)
Marcial Saint Dic, Seller

WITNESS:

_____ (SEAL)

For City of Salisbury, MD, Buyer

Property: 709 W. Isabella Street, Salisbury, MD 21801
Loan No.: 0017812652
Matter No.: 11-00230

After recording, return to:

REAL ESTATE TITLE & ESCROW - M
1425 CLARKVIEW RD #800
BASTO, MD 21209

Tax Account No.: 09-041648

CLAIM FOR EXEMPTION FROM NON-RESIDENT WITHHOLDING TAX. This is a property transfer pursuant to a foreclosure of a mortgage, deed of trust or other lien instrument as defined in Section 10-912(a) (7), Tax-General Article, Annotated Code MD and is therefore exempt from the non-resident withholding tax, pursuant Section 10-912(d) (3)(i). The signatory on behalf of the grantor does hereby affirm under the penalties of perjury that the grantor is entitled to claim this exemption.

Special Warranty Deed

THIS DEED, made this 20th day of September, 2011 by and between Beneficial Financial I, Inc., successor by merger to Beneficial Maryland, Inc., GRANTOR, and Josefina Hristov and Marcial Saint Dic, GRANTEES

FOR AND IN CONSIDERATION of the sum of \$10,000.00, which the GRANTOR certifies under the penalty of perjury to be the actual consideration paid or to be paid, including the amount of any outstanding mortgages or deeds of trust, the GRANTOR does hereby grant and convey unto the GRANTEES, as joint tenancy and the heirs, successors and assigns of the GRANTEES, in fee simple the following described land and premises, with the improvements, easements and appurtenances thereunto belonging, situate, lying and being in Wicomico County, Maryland, and being more fully described as:

See attached Exhibit "A" for the Legal Description made a part hereof.

The improvements thereon being commonly known as 709 W. Isabella Street, Salisbury, MD 21801

AND THE GRANTOR hereby specially warrants to the GRANTEES and to none other the property hereby granted and will execute such further assurances thereof as may be requisite.

IN TESTIMONY WHEREOF, the GRANTOR has on this 16 day of August, 2011, caused these presents to be signed by the undersigned authorized signatory to acknowledge and deliver these presents as its act and deed, and has caused its corporate seal to be hereto affixed.

Beneficial Financial I, Inc., successor by merger to Beneficial Maryland, Inc

By: [Signature] (Seal)
Christina M. Pankonin
Print Name and Title V.P.

ATTEST:
[Signature] **Yanet Ramirez**
Print Name and Title **Asst. Secretary**

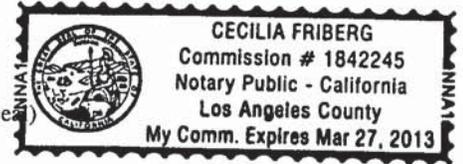
STATE of California
COUNTY of Los Angeles

On August 14, 2011 before me, Cecilia Friberg personally appeared Christina M. Pankonin who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



I HEREBY CERTIFY THAT THIS INSTRUMENT WAS PREPARED UNDER THE SUPERVISION OF AN ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND

[Signature]
Ibironke Sobande, Esquire

APPROVAL OF
CITY ENGINEER
CITY OF SALISBURY
NON-APPLICABLE

Water Dept. Act. 18173
Date 9/28/11 Per [Signature]
Pamela B. Oland
Finance Director, Salisbury MD

I HEREBY CERTIFY THAT TAXES ARE PAID ON THE PROPERTY COVERED BY THIS DEED AS WELL AS ANY OTHER TAXES WHICH SHOULD BE COLLECTED BEFORE TRANSFER OF SAME PURSUANT TO SECTION 14 ARTICLE 21 OF THE ANNOTATED CODE OF MARYLAND.
ANDREW G. MACKEL
DIRECTOR OF FINANCE
WICOMICO COUNTY, MARYLAND
9/28/11 [Signature] DATE

I hereby certify that Personal Property, Real Estate Taxes prior to Fiscal Year 2002, and all municipal obligations are paid on the property covered by this deed in accordance with the Annotated Code of Maryland.
Pamela B. Oland 9/28/11
Finance Director, Salisbury MD

11-00230
709 W. Isabella Street, Salisbury, MD 21801
From: Beneficial Financial I, Inc., successor by merger to Beneficial Maryland, Inc.
To: Josefina Hristov & Marcial Saint Dic

WICOMICO COUNTY CIRCUIT COURT (Land Records) MSB 3355, p. 0264, MSA_CE100_3427. Date available 09/30/2011. Printed 10/09/2015.

EXHIBIT A

METES AND BOUNDS DESCRIPTION
LANDS OF LEOVELITO T & NORMA G. CATALLA, et al.
SALISBURY ELECTION DISTRICT
CITY OF SALISBURY
WICOMICO COUNTY, MARYLAND

ALL THOSE LOTS, TRACTS OR PARCELS OF LAND SITUATE, LYING AND BEING IN THE SALISBURY ELECTION DISTRICT, WICOMICO COUNTY, STATE OF MARYLAND, LOCATED ON THE NORTHERLY SIDE OF ISABELLA STREET, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A COMMENCING POINT, SAID POINT BEING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF ISABELLA STREET (AT 40' WIDE), AND THE WESTERLY RIGHT-OF-WAY LINE OF WEST ROAD (AT 50' WIDE).

THENCE: ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF ISABELLA STREET SOUTH 87 DEGREES 34 MINUTES 55 SECONDS WEST, A DISTANCE OF 146.50 FEET TO A DRILL HOLE SET AT THE SOUTHWESTERLY CORNER OF OTHER LANDS NOW OR FORMERLY OF LEOVELITO T & NORMA G. CATALLA, et al., AND THE SOUTHEASTERLY CORNER OF LANDS HEREIN DESCRIBED, BEING THE POINT OF BEGINNING

THENCE: CONTINUING BY AND WITH THE NORTHERLY RIGHT-OF-WAY LINE OF ISABELLA STREET SOUTH 87 DEGREES 34 MINUTES 5 SECONDS WEST, A DISTANCE OF 48.00 FEET TO A DRILL HOLE SET.

THENCE: BY AND WITH OTHER LANDS NOW OR FORMERLY OF LEOVELITO T & NORMA G. CATALLA, et al., NORTH 02 DEGREES 25 MINUTES 05 SECONDS WEST, A DISTANCE OF 104.04 FEET TO AN IRON ROD AND CAP SET AT A CORNER OF THE LANDS NOW OR FORMERLY OF PENNSYLVANIA LINES, L.L.C.

THENCE: CONTINUING BY AND WITH THE LANDS NOW OR FORMERLY OF PENNSYLVANIA LINES, L.L.C, SOUTH 86 DEGREES 18 MINUTES 00 SECONDS EAST, A DISTANCE OF 1.84 FEET TO A POINT AT A CORNER OF THE LANDS NOW OR FORMERLY OF FERMIN C. & MARTHA M. COBIAN.

THENCE: CONTINUING BY AND WITH SAID COBIAN LANDS AND A CURVE TO THE RIGHT, WITH AN ARC LENGTH OF 51.21 FEET, A RADIUS OF 490.03 FEET, A DELTA ANGLE OF 05 DEGREES 59 MINUTES 14 SECONDS AND A CHORD RUNNING SOUTH 66 DEGREES 51 MINUTES 14 SECONDS WEST, A DISTANCE OF 51.18 FEET TO AN IRON ROD AND CAP SET AT A CORNER OF OTHER LANDS NOW OR FORMERLY OF LEOVELITO T & NORMA G. CATALLA, et al.

THENCE: BY AND WITH SAID OTHER LANDS NOW OR FORMERLY OF LEOVELITO T & NORMA G. CATALLA, et al. SOUTH 02 DEGREES 25 MINUTES 05 SECONDS EAST, A DISTANCE OF 81.67 FEET TO THE POINT AND PLACE OF BEGINNING, CONTAINING 4,498± SQFT OF LAND AND BEING ALL AS SHOWN ON A PLAT OF SURVEY PREPARED BY AES*ARCHITECH, DATED OCTOBER, 10 2006.

IMP FUND SUR	40.00
RECORDING FEE	20.00
RECORDATION T	70.00
TR TAX STATE	50.00
TOTAL	180.00
Res# W103	Rcpt # 41682
MSB 1783	Bk # 1221
SEP 28, 2011	10:57 am

Received for Record **SEP 28 2011** and
 recorded in the Land Records of Wicomico
 County, Maryland in Liber **M.S.B.**
 No. **3355** Folios **263-265**
Made S. Brown Clerk

WICOMICO COUNTY CIRCUIT COURT (Land Records) MSB 3355, p. 0265, MSA_CE100_3427. Date available 09/30/2011. Printed 10/09/2015.

State of Maryland Land Instrument Intake Sheet

Baltimore City County: Wicomico
 Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.
 (Type or Print in Black Ink Only—All Copies Must Be Legible)

LIBER 3355 FOLIO 266

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1	Type(s) of Instruments	<input type="checkbox"/> Check Box if addendum Intake Form is Attached.						
		<input checked="" type="checkbox"/> Deed <input type="checkbox"/> Deed of Trust	<input type="checkbox"/> Mortgage <input type="checkbox"/> Lease	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____			
2	Conveyance Type Check Box	<input checked="" type="checkbox"/> Improved Sale Arms-Length [1]	<input type="checkbox"/> Unimproved Sale Arms-Length [2]	<input type="checkbox"/> Multiple Accounts Arms-Length [3]	<input type="checkbox"/> Not an Arms- Length Sale [9]			
3	Tax Exemptions (if applicable) Cite or Explain Authority	Recordation _____ State Transfer _____ County Transfer _____						
4	Consideration and Tax Calculations	Consideration Amount			Finance Office Use Only Transfer and Recordation Tax Consideration			
		Purchase Price/Consideration	\$	10,000.00	Transfer Tax Consideration	\$		
		Any New Mortgage	\$		X () % =	\$		
		Balance of Existing Mortgage	\$		Less Exemption Amount	\$		
		Other:	\$		Total Transfer Tax	\$		
		Other:	\$		Recordation Tax Consideration	\$		
		Full Cash Value:	\$		X () per \$500 =	\$		
				TOTAL DUE	\$			
5	Fees	Amount of Fees		Doc. 1	Doc. 2	Agent:		
		Recording Charge	\$	20.00	\$		Tax Bill:	
		Surcharge	\$	40.00	\$		C.B. Credit:	
		State Recordation Tax	\$	70.00	\$		Ag. Tax/Other:	
		State Transfer Tax	\$	50.00	\$			
		County Transfer Tax	\$		\$			
		Other	\$		\$			
		Other	\$		\$			
6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG	
			09-041648		106	1874	<input type="checkbox"/> (5)	
		Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	Sq Ft/Acreage (4)	
		Location/Address of Property Being Conveyed (2)						
		709 W Isabella Street, Salisbury, MD 21801						
		Other Property Identifiers (if applicable)					Water Meter Account No.	
		Residential <input checked="" type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount: N/A						
		Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred: N/A						
		If Partial Conveyance, List Improvements Conveyed: N/A						
7		Transferred From	Doc. 1 – Grantor(s) Name(s)			Doc. 2 – Grantor(s) Name(s)		
	Beneficial Financial I, Inc., successor by merger to Beneficial							
	Doc. 1 – Owner(s) of Record, if Different from Grantor(s)			Doc. 2 – Owner(s) of Record, if Different from Grantor(s)				
8	Transferred To	Doc. 1 – Grantee(s) Name(s)			Doc. 2 – Grantee(s) Name(s)			
		Marcial Saint-Dic						
		Josefina Hristov						
	New Owner's (Grantee) Mailing Address							
	106 E. 2nd Street, Blades, DE 19972							
9	Other Names to Be Indexed	Doc. 1 – Additional Names to be Indexed (Optional)			Doc. 2 – Additional Names to be Indexed (Optional)			
10	Contact/Mail Information	Instrument Submitted By or Contact Person				<input checked="" type="checkbox"/> Return to Contact Person		
		Name: penny			<input type="checkbox"/> Hold for Pickup			
		Firm: Real Estate Title and Escrow LLC			<input type="checkbox"/> Return Address Provided			
		Address: 200 E. Church St. Salisbury, MD 21801 Phone: ()						
11	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER							
	Assessment Information	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Will the property being conveyed be the grantee's principal residence?					
		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Does transfer include personal property? If yes, identify: _____					
		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).					
	Assessment Use Only – Do Not Write Below This Line							
	Terminal Verification	Agricultural Verification	Whole	Part	Tran. Process Verification			
	Transfer Number	Date Received:	Deed Reference:		Assigned Property No.:			
	Year: 20	20	Geo.	Map	Sub	Block		
	Land		Zoning	Grid	Plat	Lot		
	Buildings		Use	Parcel	Section	Occ. Cd.		
	Total		Town Cd.	Ex. St.	Ex. Cd.			
	REMARKS:							

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Real Property Data Search (w3)

Guide to searching the database

Search Result for WICOMICO COUNTY

View Map		View GroundRent Redemption		View GroundRent Registration					
Account Identifier:		District - 09 Account Number - 041648							
Owner Information									
Owner Name:		HRISTOV JOSEFINA SAINT DIC MARCIAL			Use:		RESIDENTIAL		
Mailing Address:		701 HUSTON ST SEAFORD DE 19973-			Principal Residence:		NO		
					Deed Reference:		/03355/ 00263		
Location & Structure Information									
Premises Address:		709 W ISABELLA ST SALISBURY 21801-0000			Legal Description:		BL 9B L PT3-5,040 SQFT 709 W ISABELLA ST CITY OF SALIS		
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0106	0004	1874		0000		9B	PT3	2016	Plat Ref:
Special Tax Areas:				Town:		SALISBURY			
				Ad Valorem:					
				Tax Class:					
Primary Structure Built		Above Grade Enclosed Area		Finished Basement Area		Property Land Area		County Use	
1930		740 SF				5,040 SF			
Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation			
1	YES	STANDARD UNIT	SIDING	1 full					
Value Information									
		Base Value		Value		Phase-in Assessments			
				As of		As of		As of	
				01/01/2013		07/01/2015		07/01/2016	
Land:		14,500		14,500					
Improvements		16,700		16,700					
Total:		31,200		31,200		31,200			
Preferential Land:		0							
Transfer Information									
Seller: BENEFICIAL MARYLAND INC				Date: 09/28/2011		Price: \$10,000			
Type: NON-ARMS LENGTH OTHER				Deed1: /03355/ 00263		Deed2:			
Seller: MARTIN DOROTHY &				Date: 09/28/2011		Price: \$18,676			
Type: NON-ARMS LENGTH OTHER				Deed1: /03355/ 00257		Deed2:			
Seller: CATALLA, LEOVELITO T & NORMA G				Date: 12/05/2006		Price: \$70,000			
Type: ARMS LENGTH IMPROVED				Deed1: /02709/ 00105		Deed2:			
Exemption Information									
Partial Exempt Assessments:		Class		07/01/2015		07/01/2016			
County:		000		0.00		0.00			
State:		000		0.00		0.00			
Municipal:		000		0.00		0.00			
Tax Exempt:				Special Tax Recapture:					
Exempt Class:				NONE					
Homestead Application Information									
Homestead Application Status: No Application									

1 AS AMENDED ON NOVEMBER 9, 2015
2 **ORDINANCE NO. 2359**

3
4 AN ORDINANCE OF THE CITY OF SALISBURY TO AMEND CHAPTER
5 15.24 HOUSING STANDARDS OF THE SALISBURY CITY CODE TO PROVIDE
6 ADDITIONAL LIFE SAFETY STANDARDS FOR STRUCTURES CONTAINING
7 THREE (3) OR MORE UNITS.
8

9 WHEREAS, the Mayor and Council of the City of Salisbury have determined that
10 multiple unit buildings present a high life safety risk to persons and property due to lack
11 of adequate means of protection measures and building standards; and
12

13 WHEREAS, the Mayor and Council desire to create measures that will be
14 enforced by the Department of Neighborhood Services & Code Compliance; and
15

16 NOW, THEREFORE, be it enacted and ordained by the City of Salisbury, that
17 Article XXIII of Chapter 15.24 of the City of Salisbury City Code be amended by the
18 addition of the following section:
19

20 Article XXIII Fire Safety Requirements.

21
22 15.24.1255 – Fire extinguishers and alarms required in converted multi-family dwellings.
23

24 This section is applicable only to a Converted Multi-Family Dwelling which is a
25 structure containing more than one dwelling that was originally constructed as a single-
26 family dwelling.
27

- 28 A. Fire Extinguishers. Converted Multi-Family Dwelling owners must provide a
29 minimum of one portable fire extinguisher per dwelling unit. The fire extinguisher
30 must be hung securely in accordance with the manufacturer's recommendations.
31 B. Smoke and Carbon Monoxide Alarms. Converted Multi-Family Dwelling owners
32 shall install smoke and carbon monoxide alarms as follows:
33 1. For smoke alarms, in the manner and locations prescribed by section 9-
34 102 and 9-104, Public Safety Article, Annotated Code of Maryland, and
35 2. For carbon monoxide alarms, in the manner and locations prescribed by
36 section 12-1103 and 12-1104, Public Safety Article, Annotated Code of
37 Maryland.
38 C. Power Source. The power source for alarms shall be either an AC primary power
39 source or a monitored battery primary power source.
40 D. Tampering. Anyone tampering or interfering with the effectiveness of an alarm
41 shall be charged with a misdemeanor.
42 E. Maintenance. All detectors in a Converted Multi-Family Dwelling must be
43 maintained by the owner in accordance with the manufacturer's recommendations.

44 F. Common area. Converted Multi-Family Dwelling owners must provide an
45 approved fire alarm system in the common area(s) which is initiated by manual
46 means, only where common areas exist. Such system shall be installed in
47 accordance with the manufacture's recommendations.

48 G. Emergency lighting. Emergency lighting must be provided in common area(s)
49 only and readably visible from any direction of egress travel.

50
51

52 AND BE IT FURTHER ENACTED AND ORDAINED BY THE CITY OF
53 SALISBURY, MARYLAND, that the Ordinance shall take effect upon final passage.

54

55 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of
56 Salisbury held on the 12 day of October, 2015 and thereafter, a statement of the substance
57 of the ordinance having been published as required by law, in the meantime, was finally
58 passed by the Council on the ___ day of _____, 2015.

59

60 ATTEST:

61

62

63

64 _____
Kimberly R. Nichols, City Clerk

64 _____
Jacob R. Day, City Council President

65

66

67 Approved by me, this _____ day of _____, 2015.

68

69

70

71

72 _____
James Ireton, Jr., Mayor

27 ARTICLE VII VACANT BUILDINGS AND LAND

28 15.24.270 - General.

29 A. All vacant structures, premises and vacant land shall be maintained in a clean,
30 safe, secure and sanitary condition, to prevent blighted conditions or an adverse
31 impact on public health, or safety.

32 B. No structure caused to be vacant by virtue of noncompliance with the
33 provisions of this code shall be used again for human habitation without first
34 obtaining a certificate of occupancy from the ~~building~~ housing official. No
35 noncomplying structure may be left vacant longer than six months. The Ceity
36 may at that time exercise condemnation and/or demolition. The cost or expense
37 shall be assessed as a lien on the property and shall be entered on the tax
38 records kept by the Director of Internal Services ~~city treasurer~~ and shall be
39 collectible as are taxes.

40 C. Each exterior door, window and opening of any vacant building shall be firmly
41 secured and locked. Should a structure become accessible and/or a nuisance by
42 virtue of having windows or doors repeatedly left opened and/or unlocked, they
43 shall be firmly secured by covering the opening with plywood or other
44 approved material. Approved material used to cover unsecured openings shall
45 fit the openings squarely, and shall be surface coated to match the exterior
46 house trim. No structure shall be permitted to be boarded up for any period of
47 time in excess of six months unless fully justified by the owner in writing to the
48 ~~building~~ housing official stating why and for what period of time the structure

49 should be permitted to remain boarded up. Any structure condemned in
50 accordance with Section 15.24.280, which has been boarded up for a period of
51 time exceeding six months, and has not been justified by the owner in writing
52 to the ~~building~~ housing official, may be issued a one hundred dollar (\$100.00)
53 citation for the first day of noncompliance and a two hundred dollar (\$200.00)
54 citation for each day thereafter that the violation continues.

55

56 Article VIII – Unsafe Structures and Equipment

57 15.24.280 – General

58 C. Structures Unfit for Human Occupancy. A structure is unfit for human occupancy
59 whenever the ~~building~~ housing official finds that such structure is unsafe,
60 unlawful or, is in disrepair or lacks required maintenance, is unsanitary, vermin or
61 rat infested, contains filth and contamination, or lacks ventilation, illumination,
62 sanitary or heating facilities or other essential equipment required by this code.

63

64 15.24.290 – Closing of vacant structures.

65 If the structure is vacant and unfit for human habitation and occupancy, and is not
66 in danger of structural collapse, the ~~building~~ housing official is authorized to post a
67 placard of condemnation on the premises and order the structure closed ~~up~~ so as not to be
68 an attractive nuisance. Upon failure of the owner to close ~~up~~ the premises within the time
69 specified in the order, the ~~building~~ housing official shall cause the premises to be closed
70 through any available public agency or by contract or arrangement ~~by~~with private persons

71 and the cost thereof shall be charged against the real estate upon which the structure is
72 located and shall be a lien upon such real estate.

73

74 15.24.300 – Notice.

75 Whenever the building housing official has condemned a structure or equipment
76 under the provisions of this chapter, notice shall be posted in a conspicuous place on or
77 about the structure affected by such notice and served on the owner, agent, person or
78 persons responsible for the structure or equipment in accordance with Section 15.24.200.
79 The notice shall be in the form prescribed in Section 15.24.190 and shall advise the
80 owner of the requirements of Chapter 15.22 and Section 15.24.325 herein.

81

82 15.24.320 – Prohibited occupancy.

83 The premises so ordered to be either “Vacated” or “Condemned” shall not again
84 be occupied until a certificate of occupancy has been issued by the building housing
85 official stating that the dwelling is in compliance with this chapter or any other existing
86 law or ordinance.

87

88 15.24.325 – Plan for rehabilitation.

89 Within sixty (60) days after notice that the buildinghousing official has
90 condemned a structure, the owner shall submit a plan to bring the property into
91 compliance with the provisions of the building code. The plan should include the
92 following:

- 93 A. A detailed description of the work to be performed;
- 94 B. The name and address of the person who will perform the work; and
- 95 C. A timetable for completion of the work.

96

97 Article IX – Demolition

98 15.24.330 – General.

99 The ~~building~~housing official shall order the owner of any premises upon which is

100 located any structure which is so dilapidated, so out of repair as to be dangerous, that it

101 has been designated unfit for human habitation, unsafe, unsanitary, has been condemned,

102 and has not been put into proper repair after given sufficient notice to repair, to raze and

103 remove the structure in its entirety. An order to repair may be satisfied by demolition.

104

105 Article XIX – Boarding Houses

106 15.24.970 – Dining facilities.

107 Commercial cooking and dining facilities in a boarding house are prohibited,

108 except in kitchen areas and other areas as approved by the ~~building~~housing official.

109

110 Article XXI – Plumbing Facilities and Fixture Requirements

111 15.24.1090 Plumbing fixtures.

112 B. Appliances. All gas (natural and propane) appliances shall be installed and maintained

113 in accordance with the ~~BOCA Mechanical Code~~ National Fuel Gas Code.

114 AND BE IT FURTHER ENACTED AND ORDAINED BY THE CITY COUNCIL OF
115 THE CITY OF SALISBURY, MARYLAND, that the Ordinance shall take effect upon
116 final passage.

117

118

119 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of
120 Salisbury held on the 26 day of October, 2015 and thereafter, a statement of the substance
121 of the ordinance having been published as required by law, in the meantime, was finally
122 passed by the Council on the ____ day of _____, 2015.

123

124 ATTEST:

125

126

127

128 _____
Kimberly R. Nichols, City Clerk

Jacob R. Day, City Council President

129

130

131 Approved by me, this _____

132

133 day of _____, 2015.

134

135

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138 _____
James Ireton, Jr., Mayor

1 AS AMENDED ON NOVEMBER 9, 2015

2
3 ORDINANCE No. 2361

4
5 AN ORDINANCE OF THE CITY OF SALISBURY AMENDING CHAPTER 8.04.050
6 OF THE SALSIBURY MUNICIPAL CODE TO PROVIDE FOR THE ENFORCEMENT OF
7 THIS SECTION BY THE CHIEF OF POLICE, THE FIRE CHIEF AND THE DIRECTOR OF
8 NEIGHBORHOOD SERVICES AND CODE COMPLIANCE.

9
10 WHEREAS, through the creation of section 8.04 the City has established standards and
11 regulations pertaining to alarm systems; and

12 WHEREAS, from time to time it is prudent to review and amend the code; and

13 WHEREAS, it has been shown that countless alarm notifications prove to be
14 unintentional; and

15 WHEREAS, the City has determined that the Police Department and Fire Department
16 would be better suited to maintain the records of false alarms; and

17 WHEREAS, the City has determined that the Housing Official should be a part of the
18 Municipal Infraction procedures.

19 NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
20 SALISBURY, MARYLAND that Chapter 8.04.050 be modified as follows:

21 **8.04.050 False alarms—Violations and penalties.**

22 A. If, within a calendar year, the Fire and/or Police Departments respond to more than two (2)
23 false alarms at the same location, response fees will be charged to the property owner, as
24 defined by separate ordinance, in accordance with the fee schedule in effect at the time of the
25 response. The Council of the City of Salisbury shall set the fee schedule from time to time as
26 the Council deems appropriate. Prior to January 31st of each year, for the purpose of setting a
27 fee schedule, the Police Department and Fire Department shall provide the Council with up-
28 to-date response fees from each department.

29 Failure to pay said fees within ninety (90) days of the date on the notification of the
30 violation will result in a lien against the real property until the fees are satisfied and shall be
31 collectible in the same manner as real estate taxes and accrue interest and penalties, if
32 applicable, as allowed for unpaid real estate taxes as well.

33 B Newly installed and newly transferred alarm systems will be given a thirty (30) day grace
34 period to allow for correction of equipment and user errors. During the thirty (30) day
35 period, the alarm user will be allowed unlimited false alarms, as long as steps are being
36 taken to correct any problems. The alarm company installing the new system or transferring

37 a system shall notify the Police and Fire Departments in writing of the new installation or
38 transfer, including the effective date, within 10 days of the effective date.

39 C. The Chief of Police and the Fire Chief ~~The Director of Internal Services~~ will maintain
40 accurate records of false alarms occurrences. ~~and will~~ A bill will be sent for payment
41 ~~thereof~~ by mailing said bill to the property owner of record of the subject location, the
42 designated agent, if any, and the occupant of the property if known to the Director of
43 Internal Services. The Director of Internal Services will send the bills for occurrences one
44 (1) to five (5). The Director of Neighborhood Services and Code Compliance will send the
45 bills, when the number of occurrences is six (6) or more.

46 D. If the false alarm bill remains unpaid for more than ninety (90) days, the Director of Internal
47 Services shall place a lien against the subject real property by forwarding to the last known
48 address of the owner as recorded in the real estate assessment records of the City of
49 Salisbury by written notice, a notice of lien, and such receipt shall constitute a prima facie
50 evidence of service upon such owner if it is signed either by the owner or by a person of
51 suitable age and discretion located at such address. In the event that delivery of said notice
52 of lien is refused by the property owner or his agent, then valid service may be accomplished
53 by hand delivery of same to either the property owner or a person of suitable age and
54 discretion employed or residing at the subject location or by posting the written notice in a
55 conspicuous place in or about the structure or property affected by such notice.

56 E. Municipal Infraction

57 For any violation occurring after the fifth false alarm response by the same responding
58 department within the same calendar year, the person owning and/or in control of the subject
59 real property shall be guilty of a municipal infraction and shall be subject to a fine *not* to
60 exceed five hundred dollars (\$500.00) for each offense as established in the table listed
61 below. Each false alarm response thereafter within the same calendar year shall constitute a
62 separate offense. Notice and service of a citation shall be as directed under Local
63 Government Article of the Maryland Annotated Code § 6-101, et seq. and § SC5-1(38), as
64 amended, concerning municipal infractions. ~~The Chief of Police, and the Fire Chief~~ and the
65 Housing Official are designated by the Council to direct the designated persons within their
66 departments to act as enforcement officers for the purpose of preparing and carrying out the
67 requirements for issuing and serving municipal infractions.

68 The amount of a fine shall be in accordance with the table below:

69

FALSE ALARM OCCURRENCE / FINE	POLICE	FIRE
6th	100.00	100.00
7th	200.00	200.00
8th	300.00	300.00
9th	400.00	400.00
10th	500.00	500.00

70

71

72 AND BE IT FURTHER ENACTED AND ORDAINED BY THE CITY OF SALISBURY,
73 MARYLAND, that the Ordinance shall take effect upon final passage.

74
75 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of
76 Salisbury held on the ____ day of _____, 2015 and thereafter, a statement of the substance of the
77 ordinance having been published as required by law, in the meantime, was finally passed by the
78 Council on the ____ day of _____, 2015.

79 ATTEST:

80

81 _____
82 Kimberly R. Nichols, City Clerk

Jacob R. Day, City Council President

83

84

85

86 Approved by me, this _____ day of _____, 2015.

87

88

89 _____
90 James Ireton, Jr., Mayor

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3.22.010 Definitions

As used in this chapter, the following terms shall have the meanings indicated:

- A. “Licensed Appraiser” means an appraiser that is licensed with the Commission of Real Estate Appraisers, Appraisal Management Companies, and Home Inspectors of the Maryland Department of Labor, Licensing, and Regulation.
- B. “Cost of Qualify Renovations” means the added value to the property as a result of the renovations as determined by a third-party licensed appraiser.
- C. “Eligible Area” means the area of the City of Salisbury that has been designated as the “Downtown Historic District, pursuant to the Salisbury Code 17.60.
- D. “Qualifying Renovations” means renovations to a commercial or residential building that the Director of the Department of Information Technology or his designee determines to qualify for this tax credit under the guidelines in 3.22.020(D).

3.22.020 Advanced telecommunications systems property tax credit

- A. Pursuant to the authorization contained in Section 9-228, Tax-Property Article, Annotated Code of Maryland, the City of Salisbury elects to provide an advanced telecommunications systems property tax credit for the taxable years beginning July 1, 2016.
- B. There is a City of Salisbury advanced telecommunications systems property tax credit against real property for commercial or residential buildings in the eligible area to which qualifying renovations have been made to meet state-of-the-art communications and utility standards for advanced computer and telecommunications systems described in section 9-228, Tax-Property Article, Annotated Code of Maryland.
- C. For any taxable year, the total amount of property tax credits for a single property may not exceed the lesser of:
 - 1. Ten percent (10%) of the cost of qualifying renovations to a commercial or residential building to meet state-of-the-art communication and utility standards for accommodating advanced computer and telecommunications equipment; or
 - 2. The City of Salisbury property tax otherwise due for that taxable year.
- D. A property tax credit may be granted under this chapter if the Director of the Department of Information Technology or his designee:
 - 1. Before construction commences, review and approves the plans for the renovations as meeting industry standards published by the Electrical

92 Industry Association and Telecommunications Industry Association
93 (EIA/TIA Building Standard 568); and

- 94 2. During construction and on completion of construction, reviews and
95 approves the implementation of the renovations as conforming to the
96 approved plans based on the appraisal report of a third-party licensed
97 appraiser.
98

99 E. This tax credit may apply for up to ten taxable years, beginning with the fiscal year
100 following final approval in accordance with subsection 3.22.020(D).
101

102 **3.22.030 Implementation**
103

104 A. To administer the program, the Business Development Specialist of the City of Salisbury
105 shall distribute and receive any forms that are required for application to the program. The
106 Business Development Specialist may begin soliciting applications on the date of passage.
107

108 B. Properties that currently receive a property tax credit under Section 9-103 or 9-103.1, Tax-
109 Property Article, Annotated Code of Maryland, are not eligible for the Advanced
110 Telecommunications Systems Property Tax Credit created under this chapter. If a property
111 applies for and receives a property tax credit under Section 9-103 or 9-103.1, Tax-Property
112 Article, Annotated Code of Maryland, the property will no longer be eligible for the property tax
113 credit created under this chapter.
114

115 C. The cost of the appraisal of the property shall be borne by the owner of the property.
116
117

118 AND BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after
119 the date of its final passage.
120

121 THIS ORDINANCE was introduced, read and passed at a meeting of the Council of the
122 City of Salisbury, Maryland, held on the 26th day of October, 2015, and thereafter, a statement of
123 the substance of the Ordinance having been published as required by law, was finally passed by
124 the Council on the ___ day of _____, 2015.
125
126

127 ATTEST:
128

129 _____
130 Kimberly R. Nichols
131 CITY CLERK
132
133

134 _____
135 Jacob R. Day
136 CITY COUNCIL PRESIDENT
137

138 APPROVED BY ME this _____ day of _____, 2015.
139

140 _____
141 James Ireton, Jr.
142 MAYOR