



# City of Salisbury



## CITY COUNCIL AGENDA

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September 14, 2015  
Government Office Building

6:00 p.m.  
Room 301

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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 - The Rev. David Michaud, Rector at St. Peter's Episcopal Church

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

6:07 p.m. COMMUNITY ORGANIZATION PRESENTATION

- Lights of Hope - Shoulder to Shoulder to Fight Heroin Addiction in Wicomico County

6:21 p.m. ADOPTION OF LEGISLATIVE AGENDA

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

- **August 3, 2015** work session minutes
- **August 10, 2015** closed session minutes (separate envelope)
- **August 10, 2015** regular meeting minutes
- **Resolution No. 2539** - to accept State grant funds awarded through the Governor's Office of Crime Control and Prevention entitled "Safe Streets – MDSS", in the amount of \$208,000.00 under the Collaborative Supervision and Focused Enforcement Initiative
- **Resolution No. 2540** - accepting grant funding from the Governor's Office of Crime Control and Prevention under the "Stop Gun Violence Reduction Grant – Cease Fire Council" program which is specifically intended to reduce gun related crimes and target wanted offenders in the City of Salisbury
- **Resolution No. 2541** - allowing the Chief of Police to sign a memorandum of agreement between the Wicomico County Circuit Court Adult Drug Treatment Program and the Salisbury Police Department and to accept grant funds from the Office of Problem Solving Courts Discretionary Grant Adult Drug Court Program to provide overtime reimbursement to police officers conducting curfew and contract compliance checks on clients in the City of Salisbury
- **Resolution No. 2542** - declaring that Becker Morgan Group, Inc. is eligible to receive Enterprise Zone benefits for property located at 312 W. Main Street, Salisbury, Maryland

- **Resolution No. 2543** - authorizing the Mayor to enter into a memorandum of understanding with Maryland Broadband Cooperative, Inc., for the purpose of planning and constructing a fiber optic infrastructure in the City

**6:25 p.m. PUBLIC HEARING – Naylor Mill Road Land Donation to Wicomico County**

- **Resolution No. 2544** - to declare as surplus and approve the gift of 62.74 acres adjacent to the Wicomico County Henry S. Parker Athletic Complex to Wicomico County

7:00 p.m. AWARD OF BIDS – Assistant Director of Internal Services – Procurement & Parking  
Jennifer L. Miller

- Contract A-22-16 Citywide Paving and Milling
- RFP 04-15 Change Order #4 Main Street Masterplan: Water, Sewer, Stormwater and Streetscape Improvements
- Declaration of Surplus – Salisbury Police Department: bicycles, wheelchair and fitness equipment

7:10 p.m. RESOLUTIONS – City Administrator Tom Stevenson

- **Resolution No. 2545** - accepting a donation in the amount of \$10,000 from the Salisbury Skatepark Committee, Inc. to be utilized for the construction of Phase 1 of the Salisbury Skatepark
- **Resolution No. 2546** – accepting the donation of labor and materials from Lowes for the beautification of Waterside Playground

7:30 p.m. ORDINANCES – City Attorney Mark Tilghman

- **Ordinance No. 2353** - 1<sup>st</sup> reading - granting a utility easement to Delmarva Power & Light Company across City owned property on Marine Road in Salisbury, Maryland

7:35 p.m. PUBLIC COMMENTS

7:40 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](http://www.ci.salisbury.md.us) City Council meetings are conducted in open session unless otherwise indicated. All or part of the Council's meetings can be held in closed session under the authority of the Maryland Open Meetings Law, Annotated Code of Maryland 10-508(a), by vote of the City Council.

**Proposed agenda items for September 28, 2015 (subject to change)**

- Resolution No. \_\_\_ - Accepting a Donation of 324 Poplar Hill Ave
- Resolution No. \_\_\_ - Accepting a Donation of 527 Wailes St
- Resolution No. \_\_\_ - Accepting a Donation of 524 E. Isabella Ave
- Resolution No. \_\_\_ - Change in Water & Sewer Fund
- Resolution No. \_\_\_ - Adult Drug Treatment Grant
- Ordinance No. \_\_\_ -1<sup>st</sup> Reading- Budget Amendment- Zoo Reorganization
- Ordinance No. \_\_\_ -1<sup>st</sup> Reading- Budget Amendment- Reimbursement for Broken Contract
- Ordinance No. 2353 -2<sup>nd</sup> Reading- Granting Utility Easement to DP at WWTP
- Ordinance No. \_\_\_ -1<sup>st</sup> Reading- Waterfront and Riverwalk Access

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CITY OF SALISBURY  
WORK SESSION  
AUGUST 3, 2015

Public Officials Present

Council Vice President Laura Mitchell  
Councilman Timothy K. Spies

Councilwoman Eugenie P. Shields  
Councilman John “Jack” R. Heath  
\* via teleconference

Public Officials Not Present

Mayor James Ireton, Jr.  
Council President Jacob R. Day

In Attendance

City Clerk Kimberly Nichols, City Administrator Tom Stevenson, Assistant City Administrator Julia Glanz, Public Works Director Mike Moulds, Community Development Administrative Support Technician Ginny Hussey, City Attorney Mark Tilghman and interested citizens and members of the press.

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Salisbury City Council convened in Work Session at 4:33 p.m. in Council Chambers, Room 301 of the Government Office Building. Councilman Heath participated via teleconference.

**Foreclosure Task Force Presentation**

Brandon Brittingham, Realtor joined Council at the table to discuss the Foreclosure Task Force and explained the Foreclosure Task Force was formed because of the following:

- When the real estate crisis was at the lowest, Mr. Brittingham worked with the U.S. Treasury Department, Bank of America, and Fannie & Freddie (all largely associated with the foreclosure crisis) in different capacities to seek a national solution to prevent foreclosures. Maryland was one of the States hardest hit, both as a State and locally.
- The Foreclosure Task Force was formed to examine the current situation, where it was headed, and to make suggestions that did not require funding, but would help educate.

The following is a synopsis of the findings of the Foreclosure Task Force:

- In the last quarter, there was a decrease in foreclosure events and was growth in the past two quarters. This is important because foreclosures are not filed right away. If there is growth in the last four quarters, that means next year there will be a spike in actual people going to foreclosure if they are not prevented.
- Maryland’s foreclosure rate was 116% above the National average. 1<sup>st</sup> quarter 2015, Maryland was ranked 2<sup>nd</sup> in the country for foreclosure activity. Delaware was ranked 45<sup>th</sup> in the nation (even though the states are very so close in proximity).

- 44 • Total foreclosure activity in Maryland is broken down by quarters back to 2009, the  
45 height of Maryland foreclosure activity. The 3<sup>rd</sup> and 4<sup>th</sup> quarters of 2009 (the two highest  
46 quarters) when compared to 4<sup>th</sup> quarter of 2014 shows 2014 being similar in activity,  
47 indicating significant activity.
- 48 • Maryland's foreclosure rate was 50.2% (almost twice the national average of 23.7).
- 49 • What happens to Maryland all over the state affects Maryland locally.
- 50 • The Notice of Defaults in 1<sup>st</sup> quarter 2014 was the highest since before the crisis and  
51 represents the highest spike in Maryland. This indicates a significant wave of foreclosures  
52 yet to come. (Notice of Defaults are sent by banks to notify the court system of people  
53 behind on their mortgages.)
- 54 • Some of the numbers can be artificial because they were down when they stopped but are  
55 now being pushed through, however the effects are the same on the community.
- 56 • Wicomico County is a "foreclosure hotspot" and 109% – 115 % above the State average  
57 for foreclosures per capita.
- 58 • There is a substantial amount of foreclosed property still in the area.
- 59 • 70% of people in foreclosure are unaware of other options, are hesitant to voice there is a  
60 problem, wait until it is too late, and then walk away from the property.
- 61 • The State of Maryland adopted a remediation policy to help preventing foreclosures.

62

63 Mr. Brittingham noted the problem, still prevalent in the area, has improved as the real estate  
64 market has recovered and property values risen. Most of what we see now is the reality of what  
65 happened a few years ago because it takes a significant amount of time to foreclose in Maryland.

66

67 Council discussion points included:

68

- 69 • Would Mr. Brittingham do a talk show with a local channel? (He answered "Yes" and  
70 said SNHS should be included)
- 71 • Information packets to be provided at Back to School functions, in church lobbies, etc.
- 72 • Banks are required to send information giving alternative options, but anything that looks  
73 related to banks in the mail is not usually seen.
- 74 • Is it not in the best interest of banks to keep the people who live in the houses in the  
75 houses, paying for the houses? (Mr. Brittingham replied that it depends on so many things  
76 like who owns the loan and discussed short sales vs. foreclosures.)
- 77 • How often is the information updated? (Mr. Brittingham answered it is updated quarterly,  
78 and DHCD website provides information back to 2009)
- 79 • Are there any other groups that can help? (Mr. Brittingham said that some people are  
80 contacted and have short sales done. SNHS and the State of Maryland have done some  
81 outreach and there are a couple of non-profit initiatives where property is bought and  
82 rented back to the homeowner, or turned into a rental below the rental market.
- 83 • Do the figures include the County, not only the City? Water & Sewer bills only go out to  
84 people living in the City. (Yes)
- 85 • Do we have stats regarding housing cost ranges, new construction versus resale, and  
86 socio- economic trends? (Mr. Brittingham responded that new construction is probably  
87 less than 5%. Green or new investors who got in when the market was high and tried to  
88 flip or rent property represent 20% – 30% , and the greatest percentage in this area is the  
89 homeowner who got a mortgage loan they didn't understand and either lost their job or

90 their financial situation somehow changed In this area, it is mostly the homeowner whose  
91 has changed since they took out their mortgage.)  
92 • Posting information on water & sewer bills relating to foreclosure and information on  
93 how to contact SNHS, and posting contact and help information on the City website.  
94

95 Council Vice President thanked Mr. Brittingham for the report.  
96

### 97 **PIRHL Housing Development**

98

99 Crawford “C.J.” Tyree, Vice President of PIRHL (Partnership for Income Restricted Housing  
100 Leadership) joined Council to discuss the real estate project, located west of West Road, north of  
101 Chippewa Boulevard, and south of Queen Avenue.  
102

103 Mr. Tyree discussed the financing used for PIRHL projects and the company’s commitment to  
104 remain involved to create the workforce housing community. The project includes 64 single-  
105 family homes, all are three bedroom units, and are approximately 1375 – 1400 square feet. Rent  
106 will range from the mid \$400 to \$1,100 per month.  
107

108 Mr. Tyree explained that PIRHL is purchasing 64 lots from Mr. Blair Rinnier for this project.  
109 Ten of the lots will be ranch-style floor plans for disabled persons and the remaining will be two-  
110 story, single-family homes. All of the floor plans are identical and each home has a small front  
111 porch, large back porch, and trees planted in the front. The color palette will be mixed, stone and  
112 brick will be used randomly, and roof pitches will be alternated to create a distinction in the  
113 homes. A clubhouse with a small fitness center, community room, and computer lab will be built.  
114 There will be a “tot-lot” with a playground area and green space. Since this a federal program,  
115 the project must remain as rentals for fifteen years. After that, the DHCD has asked them to  
116 remain rentals for fifteen more years. PIRHL has asked that the second fifteen-year restriction be  
117 forgiven, and DHCD will remove the restriction if the tenants purchase their respective units.  
118

119 Mr. Tyree reported the project would be financed utilizing a tax credit program administered by  
120 DHCD. The application is due September 8, 2015 and award notification should be in January  
121 2016. If the financing were won, PIRHL would like to begin construction in the fall of 2016. In  
122 exchange for receiving the credits, PIRHL will agree to rent the property to people making  
123 between 30%-60% of the area medium income (in this area that equals \$25,000 - \$50,000 per  
124 year). The timeline is long-term but PIRHL wanted feedback from the City early in the process.  
125

126 Mr. Tyree reported that PIRHL did not need a Resolution of Support because the requirement  
127 ended about a year ago. PIRHL needs a letter to submit with their application stating how the  
128 City will support the project. When the DHCD receives the application, they will mail a letter to  
129 the City and will ask if the City supports the project.  
130

131 Mr. Stevenson reported that Mayor Ireton supports the project and waiving the contribution for  
132 affordable housing.  
133

134 Council reached unanimous consensus to authorize Mayor Ireton to sign the submission letter.  
135

### 136 **Acceptance of Portable Stage Donation**

137  
138 Public Works Director Mike Moulds joined Council and reported Joey Gilkerson, a local resident  
139 and businessperson, would like to donate a portable stage and steps to the City of Salisbury to be  
140 used for City events within the City limits. This stage has been used in the past for several  
141 downtown events including 3<sup>rd</sup> Friday and New Year's Eve. He explained the stage folds up like  
142 a ping-pong table and has a separate step. Public Works does not have ample space with concrete  
143 flooring, so the stage is being stored in the parking garage utilizing two spaces and will have a  
144 security fence built around it.

145  
146 Council reached unanimous consensus to advance the legislation to consent agenda.

147  
148 **Accepting POS Funds for Waterside Park**

149  
150 Community Development Administrative Support Specialist Ginny Hussey joined Council at the  
151 table and reported the Program Open Space (POS) funding will be used to restore the existing  
152 basketball courts at Waterside Park. The State Board of Public Works has approved the funding  
153 in the amount of \$90,000 for the courts to be resurfaced, new line painting and new goals.

154  
155 Council reached unanimous consensus to advance the resolution to the August 24, 2015 Consent  
156 Agenda.

157  
158 **EDU Capacity Fee Waiver – Pohanka**

159  
160 Mr. Moulds joined Council and explained Pohanka of Salisbury's request for a Capacity Fee  
161 waiver for the phased development of a property located at the intersection of West Gordy Road  
162 and Windsor Drive in the Northwood Industrial Park. This parcel is to be the construction site for  
163 an automobile detailing building. The second phase of the project will include a carwash and  
164 vehicle storage area. Pohanka would like a Capacity Fee waiver for 4.8 EDUs (Equivalent  
165 Dwelling Unit) as part of the EDU Incentive area for the second phase redevelopment. Mr.  
166 Moulds reported that Public Works has evaluated the number of EDUs in the request and found  
167 the amount to be consistent with MDE's flow projection guidelines.

168  
169 Council reached unanimous consensus to advance the legislation to the August 24, 2015 regular  
170 Legislative Session, and not to be placed on the Consent Agenda.

171  
172 **Council Discussion**

173  
174 Mrs. Mitchell reported that August 4, 2015 is the date for National Night Out in the Salisbury  
175 City Park and invited the Public to attend the free community event. Thereafter, with no further  
176 business to discuss, the Work Session adjourned at 6:06 p.m.

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178 \_\_\_\_\_  
179 City Clerk

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181 \_\_\_\_\_  
182 Council President

1 **CITY OF SALISBURY, MARYLAND**

2  
3 **REGULAR MEETING**

**AUGUST 10, 2015**

4  
5 **PUBLIC OFFICIALS PRESENT**

6  
7 *Council President Jacob R. Day*  
8 *Councilman John “Jack” R. Heath*

*Mayor James Ireton, Jr.*  
*Councilman Timothy K. Spies*

9  
10 **PUBLIC OFFICIALS NOT PRESENT**

11  
12 *Council Vice President Laura Mitchell*  
13 *Councilwoman Eugenie P. Shields*

14  
15 **IN ATTENDANCE**

16  
17 *City Clerk Kimberly Nichols, City Administrator Tom Stevenson, Assistant City Administrator*  
18 *Julia Glanz, City Attorney Mark Tilghman, interested citizens, and members of the press*

19 *\*\*\*\*\**

20 **CITY INVOCATION – PLEDGE OF ALLEGIANCE**

21  
22 *The City Council met in regular session at 6:01 p.m. in Council Chambers. Council President*  
23 *Jacob Day called the meeting to order and reported to the Public that Council had met this day*  
24 *in Closed Session at 4:30 p.m. to discuss potential litigation implications for a pending item on*  
25 *Council’s agenda and reached consensus on the terms for the sale of Parking Lots 1 & 11. Mr.*  
26 *Day then invited Pastor Karen Sadvari of St. John’s United Methodist Church to the podium to*  
27 *deliver the invocation. Thereafter, the Pledge of Allegiance to the flag was recited.*

28  
29 **COMMUNITY ORGANIZATION PRESENTATIONS**

- 30  
31
  - *Bay Area Center for Independent Living – presented by Pattie Tingle, Executive Director*

32  
33 *Ms. Pattie Tingle reported Bay Area Center for Independent Living (BACIL) has been in*  
34 *Salisbury since 1974. First known as Holly Center Foundation, then Holly Community,*  
35 *and now BACIL. In 2013 BACIL received funding from the Federal and State*  
36 *Governments to establish the BACIL on the Shore, selected because 51% of the Board*  
37 *and staff are people with disabilities, which constitutes what is needed to be consumer*  
38 *controlled, consumer directed, implying that people with disabilities manage the*  
39 *organization, oversee their services, and provide their services. They provide free*  
40 *amplified telephone services and training to the deaf and hard of hearing and hands-free*  
41 *phones for those with other impairments. They provide free independent living skills*  
42 *information and training. They also offer peer mentoring and services that include*  
43 *advocacy, transitioning services for those exiting high school entering college or the*  
44 *employment world, from nursing facilities back to people’s homes, or to prevent*  
45 *transitioning into the nursing facility. They serve the nine counties of the Maryland*  
46 *Eastern Shore and have tripled in their service capacity in the past two years.*

47  
48 To access the services BACIL provides, visit the website at [www.bayareacil.org](http://www.bayareacil.org) or call  
49 443-260-0822.

- 50  
51 • Wicomico County Fair – presented by Zach Evans

52  
53 Mr. Zach Evans was invited to the podium to speak about the upcoming Wicomico  
54 County Fair, to be held at Winterplace Park Equestrian Center August 14 – 16, 2015. He  
55 reported the Wicomico Farm and Home Show recently collaborated with the Chamber of  
56 Commerce to highlight agriculture and incorporate activities from the Chicken Festival  
57 to the long running event. He reported the following would be present at the fair: farmers  
58 market, tractor pulls, rides and amusements, livestock exhibits, the 5 foot fry pan,  
59 educational poultry exhibits, Battle of the Bronze – Firemen Competitions, cowboy  
60 mounted shooting demos, live entertainment, food, free kids activities, a car show and  
61 free admission and parking.

62  
63 More information on the Wicomico County Fair can be found at [www.wicomicofair.com](http://www.wicomicofair.com).

- 64  
65 • Salisbury-Wicomico Youth Civics Council Scholarships – presented by Mayor Ireton, Jr.

66  
67 As one of the students was not yet present, the scholarship presentations were made later  
68 in the agenda.

69  
70 **ADOPTION OF LEGISLATIVE AGENDA**

71  
72 Mr. Heath moved and Mr. Spies seconded to approve the legislative agenda as presented.

73  
74 Mr. Heath moved to amend the legislative agenda by tabling Ordinance No. 2346 - 2<sup>nd</sup> reading -  
75 approving an amendment of the FY 2015 General Fund Budget to appropriate additional  
76 funding for Local Government Insurance Trust, and Ordinance No. 2347 - 2<sup>nd</sup> reading -  
77 amending Title 12, Streets, Sidewalks and Public Places, Chapter 12.24 Wicomico River  
78 Regulations, of the City Code by adding Sections 12.24.040 and 12.24.050 for the purpose of  
79 establishing criteria for river access and standards for Riverwalk construction under the  
80 direction and supervision of the Public Works Department. Mr. Spies seconded, and the vote was  
81 unanimous (3-0).

82  
83 The legislative agenda, as amended, was unanimously approved on a 3-0 vote.

84  
85 **CONSENT AGENDA** – presented by City Clerk Kim Nichols

86  
87 The Consent Agenda was unanimously approved on a motion and seconded by Mr. Spies and  
88 Mr. Heath, respectively:

- 89  
90 • July 6, 2015 closed session minutes A  
91 • July 6, 2015 closed session minutes B  
92 • July 6, 2015 work session minutes

- 93 • **July 13, 2015** regular meeting minutes
- 94 • **Resolution No. 2530** - to modify the Employee Handbook to require future Department
- 95 Heads to reside in Salisbury unless waived by the Council
- 96 • **Resolution No. 2531** - accepting funds awarded through the Maryland Department of
- 97 Natural Resources, Waterway Improvement Fund Grant in the amount of \$25,000 for
- 98 utility pedestals at the Port of Salisbury Marina
- 99

100 **COMMUNITY ORGANIZATION PRESENTATION** - (continued from earlier in the agenda)

- 101
- 102 • **Salisbury-Wicomico Youth Civics Council Scholarships** – presented by Mayor Ireton, Jr.
- 103

104 Mayor Ireton thanked Mr. Theolonious Williams for his work on the Salisbury-Wicomico  
105 Youth Civics Council (SWYCC), Salisbury City Council for their support of the SWYCC,  
106 and the Community Foundation for funding the Wicomico County Spelling Bee this year.

107  
108 A Certificate of Outstanding Achievement and a two-hundred fifty dollar (\$250.00)  
109 scholarship was presented to Mardela High School student Kate Nichols for her  
110 participation in the SWYCC. Monroe Parker, III, also a participant in the SWYCC and a  
111 Mardela High School student, received a Certificate of Outstanding Achievement and a  
112 thousand dollar (\$1,000) scholarship for winning the Spelling Bee. The scholarships can  
113 be used for AP, ACT and SAT Testing fees, University Application Fees, College or  
114 University Tuition and Fees, Text Books and book related expenses.

115

116 **MANUFACTURING EXEMPTION REQUESTS**

- 117
- 118 • ***Manufacturing Exemption Request - Perdue Foods, LLC***
- 119

120 Mr. Spies moved and Mr. Heath seconded to approve the manufacturing exemption  
121 request for Perdue Foods, LLC.

122  
123 Mr. Tony Macer, Director of Operations of Perdue Foods, LLC joined Council at the  
124 podium and reported Perdue's Salisbury Processing Plant employs about 625 associates.  
125 He thanked Council for considering the Manufacturing Exemption request.

126  
127 Andrea Williams, Comptroller and Senior Vice President of Perdue Foods, LLC also  
128 thanked Council for the Manufacturing Exemption for the Innovation Center, located in  
129 the Industrial Parkway. The Innovation Center is the location where new products are  
130 developed, and employs about 45 associates. The exemption is for both facilities.

131  
132 The Manufacturing Exemption request for Perdue Foods, LLC was unanimously  
133 approved.

- 134
- 135 • ***Manufacturing Exemption Request – Jubilant Cadista Pharmaceuticals***

136 Mr. Heath moved, Mr. Spies seconded, and the vote was unanimous to approve the  
137 manufacturing exemption request for Jubilant Cadista Pharmaceuticals. There were no  
138 representatives present from Jubilant Cadista Pharmaceuticals.

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

- *Resolution No. 2532 - to approve a Maryland Department of Natural Resources, Community Parks & Playgrounds Grant application for funding for Phase 2 of the Salisbury Skatepark*

*Mr. Spies moved, Mr. Heath seconded, and the vote was unanimous to approve Resolution No. 2532.*

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

- *Ordinance No. 2348 – 2<sup>nd</sup> reading- to amend Chapter 15.22.040(b) of the Salisbury Municipal Code to change the registration billing date for vacant buildings located in the City*

*Mr. Spies moved, Mr. Heath seconded, and the vote was unanimous to approve Ordinance No. 2348 for second reading.*

- *Ordinance No. 2349 – 2<sup>nd</sup> reading - amending Sections 1.16.100 C to increase the amount of fines contained therein (changing the municipal infraction limit from \$500 to \$1,000)*

*Mr. Spies moved, Mr. Heath seconded, and the vote was unanimous to approve Ordinance No. 2349 for second reading.*

- *Ordinance No. 2350 -2<sup>nd</sup> reading - amending Section 8.20 Noise, of the Salisbury Municipal Code*

*Mr. Spies moved, Mr. Heath seconded, and the vote was unanimous to approve Ordinance No. 2350 for second reading.*

- *Ordinance No. 2351 – 2<sup>nd</sup> reading - amending Section 17.184 – Environmental Noise Standards, of the Salisbury Municipal Code*

*Mr. Heath moved, Mr. Spies seconded, and the vote was unanimous to approve Ordinance No. 2350 for second reading.*

- *Ordinance No. 2352 – 1<sup>st</sup> reading- to amend Chapter 6.04 Dogs, Fowl and other animals of the Salisbury City Code to add definitions related to Urban Chickens and enacting Chapter 6.05 to authorize the keeping of chickens subject to certain regulations*

181 *Mr. Spies moved, Mr. Heath seconded, and the vote was unanimous to approve*  
182 *Ordinance No. 2352 for first reading.*

183  
184 *Mr. Spies stated that the guidelines in the ordinance are there to protect homeowners'*  
185 *flocks and the neighborhoods, and asked all citizens interested in keeping chickens to*  
186 *follow the guidelines to keep flocks healthy and neighbors happy.*

187  
188 **ADJOURNMENT**

189 *Council President Day adjourned the Legislative Session at 6:47 p.m.*

190  
191 \_\_\_\_\_  
192 *City Clerk*

193  
194 \_\_\_\_\_  
195 *Council President*

# City of Salisbury



JAMES IRETON JR.  
MAYOR

TOM STEVENSON  
CITY ADMINISTRATOR



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



BARBARA DUNCAN  
CHIEF OF POLICE

July 20, 2015

TO: Tom Stevenson

FROM: Colonel David Meienschein

SUBJECT: Resolution – "Safe Streets Coalition" – "MDSS"

Attached, please find a Resolution to accept \$208,000.00 in state grant funds, awarded through the Governor's Office of Crime Control and Prevention to address high incidences of crime in the City of Salisbury and surrounding areas. The grant includes funds for salaries, fringe benefits, and travel expenses for a Safe Streets Coordinator/Crime Data Analyst, overtime for law enforcement support for overt and covert operations, Wicomico County State's Attorney Community Prosecutor's salary and fringe benefits, and funding for Crime Solvers.

This grant has been awarded to the City of Salisbury Police Department, under the Collaborative Supervision and Focused Enforcement Initiative.

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



David Meienschein  
Assistant Chief of Police

Attachment

RESOLUTION No. 2539

A RESOLUTION OF THE CITY OF SALISBURY TO ACCEPT STATE GRANT FUNDS AWARDED THROUGH THE GOVERNOR’S OFFICE OF CRIME CONTROL AND PREVENTION ENTITLED “SAFE STREETS – MDSS”, IN THE AMOUNT OF \$208,000.00 UNDER THE COLLABORATIVE SUPERVISION AND FOCUSED ENFORCEMENT INITIATIVE.

WHEREAS, The City of Salisbury’s Safe Streets program addresses high incidences of crime in the city and surrounding areas; and

WHEREAS, this State grant was awarded by the Governor’s Office of Crime Control and Prevention utilizing a security integration model of multi-agency collaboration with federal, state and local agencies; and

WHEREAS, the grant funds will provide for salary support, fringe benefits, and travel expenses for a Safe Streets Coordinator/Crime Analyst, overtime for law enforcement, Salary support and fringe benefits for a community prosecutor and funding for Crime Solvers.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND that awarded State Grant funds in the amount of \$208,000 be accepted and utilized for the City of Salisbury’s Safe Streets Program.

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

ATTEST:

\_\_\_\_\_  
Kimberly R. Nichols  
City Clerk

\_\_\_\_\_  
Jacob R. Day, President  
Salisbury City Council

APPROVED BY ME THIS:

\_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
James Ireton, Jr., Mayor

# City of Salisbury



JAMES IRETON JR.  
MAYOR

TOM STEVENSON  
CITY ADMINISTRATOR



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



BARBARA DUNCAN  
CHIEF OF POLICE

July 21, 2015

TO: Tom Stevenson

FROM: Colonel David Meienschein

SUBJECT: Resolution – Salary Support  
“STOP Gun Violence Reduction Grant – Cease Fire Council

Attached, please find a Resolution to accept grant funding in the amount of \$34,500.00, awarded through the Governor’s Office of Crime Control and Prevention under the STOP Gun Violence Reduction Initiative Grant.

This grant will fund the Salisbury Police Department’s “Salary Support” program for special patrols to reduce gun related crimes in the City. Patrol saturation will target areas in Salisbury most affected by gun crimes and wanted offenders with gun related charges.

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

A handwritten signature in black ink, appearing to read "Colonel David Meienschein".

Colonel David Meienschein  
Assistant Chief of Police

1 RESOLUTION No. 2540

2  
3 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND ACCEPTING  
4 GRANT FUNDING FROM THE GOVERNOR’S OFFICE OF CRIME CONTROL AND  
5 PREVENTION (GOCCP) UNDER THE “STOP GUN VIOLENCE REDUCTION GRANT –  
6 CEASE FIRE COUNCIL” PROGRAM WHICH IS SPECIFICALLY INTENDED TO  
7 REDUCE GUN RELATED CRIMES AND TARGET WANTED OFFENDERS IN THE CITY  
8 OF SALISBURY.

9  
10 WHEREAS, the Governor’s Office of Crime Control and Prevention has awarded grant  
11 funds in the amount of \$34,500.00 to the Salisbury Police Department to provide assistance for  
12 the “Salary Support” program; and

13  
14 WHEREAS, these funds will provide salary and overtime support for the development  
15 and implementation of strategies specifically intended to reduce gun related crimes and to target  
16 wanted offenders with gun related charges; and

17  
18 WHEREAS, this program will target various areas in the City of Salisbury most affected  
19 by gun crimes, through saturation patrols; and

20  
21 WHEREAS, the ultimate goal of this program is to provide a safer environment and  
22 improve the quality of life for the residents living in Salisbury neighborhoods plagued by violent  
23 crime.

24  
25 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY  
26 OF SALISBURY, MARYLAND that GOCCP Grant funds in the amount of \$34, 500.00 by  
27 accepted and utilized for the Salisbury Police Department’s “Salary Support” program to reduce  
28 gun related crimes in targeted areas of the City.

29  
30 THIS RESOLUTION was duly passed at a meeting of the Council of the City of  
31 Salisbury held on \_\_\_\_\_, 2015, and is to become effective immediately upon adoption.

32  
33 ATTEST:

34  
35 \_\_\_\_\_  
36 Kimberly R. Nichols, City Clerk

35 \_\_\_\_\_  
36 Jacob R. Day, President  
37 Salisbury City Council

38  
39 APPROVED BY ME THIS:

40  
41 \_\_\_\_\_ Day of \_\_\_\_\_, 2015

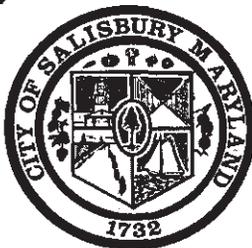
42  
43  
44 \_\_\_\_\_  
45 James Ireton Jr., Mayor  
46

# City of Salisbury



JAMES IRETON JR.  
MAYOR

TOM STEVENSON  
CITY ADMINISTRATOR



Maryland

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



BARBARA DUNCAN  
CHIEF OF POLICE

July 31, 2015

TO: Tom Stevenson  
City Administrator

FROM: Colonel David Meienschein

SUBJECT: Resolution – MOU and Acceptance of Grant funds

Attached, please find a Resolution allowing the Chief of Police to sign a Memorandum of Agreement between the Wicomico County Circuit Court Adult Drug Treatment Court Program and the Salisbury Police Department to accept grant funds in the amount of \$6,000.00. These funds from the Office of Problem Solving Courts Discretionary Grant Adult Drug Court Program will be utilized for overtime reimbursement for officers to conduct curfew and contract compliance checks on the individuals who are participating in the program.

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

A handwritten signature in black ink, appearing to read "David Meienschein".

David Meienschein  
Assistant Chief of Police

RESOLUTION No. 2541

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

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

WHEREAS, the Office of Problem Solving Courts has awarded the Salisbury Police Department a grant of \$6,000.00 to provide funds for overtime reimbursement; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND that the Chief of Police be allowed to sign the Memorandum of Agreement and accept grant funds of \$6,000.00 to be used for overtime reimbursement to reduce the number of repeat crimes committed by addicted offenders and increase the level of safety for the citizens of Salisbury/Wicomico County.

THIS RESOLUTION was duly passed at a meeting of the Council of the City of Salisbury held on \_\_\_\_\_, 2015 and is to become effective immediately upon adoption.

ATTEST:

\_\_\_\_\_  
Kimberly R. Nichols, City Clerk

\_\_\_\_\_  
Jacob R. Day, President  
Salisbury City Council

APPROVED BY ME THIS:

\_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
James Ireton Jr., Mayor



Lindsay Tayman-Sweeney  
DRUG COURT COORDINATOR

# The Circuit Court For Wicomico County

COURTS BUILDING, THIRD FLOOR  
P. O. BOX 806  
SALISBURY, MARYLAND 21803-0886  
TELEPHONE: 410-334-3193  
FAX: 410-334-3194

**Wicomico County Circuit Court  
Adult Drug Treatment Court  
Memorandum of Agreement  
With  
Salisbury Police Department**

Salisbury Police Department (SPD) will agree to define a participant of the Wicomico County Circuit Court Adult Drug Treatment Court (DTC) as participating in a supervised drug or alcohol program, so long as they remain in the DTC program.

DTC will identify individuals who are eligible for compliance verification checks by SPD for the purposes of curfew compliance and contract compliance with the Drug Treatment Court Program.

Salisbury Police Department agrees to:

- Provide home compliance visits at least 8 hours per month for the DTC program participants who reside within the jurisdiction of SPD.
- Work in partnership with other agencies and organizations to develop a comprehensive system of DTC compliance verification for individuals served by the DTC.
- Maintain confidentiality in accordance with the State and Federal Guidelines and HIPPA regulations.
- Attend staffing prior to drug treatment court and the drug treatment court sessions as deemed necessary for reporting the outcome of the participant compliance reports.
- Complete and forward compliance reports for each participant to the Drug Court Coordinator within 72 hours of compliance checks.
- Inform the Dedicated Drug Court State's Attorney either via email or hardcopy of noted concerns by law enforcement from the compliance checks within 72 hours of completed home visits.

- Email a monthly invoice by the 15<sup>th</sup> of each month, for the previous month as directed below:
  - Email the invoice and supporting documentation to:
    - Lindsay.tayman@mdcourts.gov
- Format the bill in accordance with the guidelines set forth for the services agreed upon in this MOA. The bill will be a two-part bill with a face sheet to include date(s) covered in the billing period and total amount due. Part two of the bill will include copies of the compliance reports, if not already provided to the Court as well as number of hours billed, officer's time sheets. The bill will be presented to the Circuit Court by the 15<sup>th</sup> of the following month. If receipt of the bill exceeds 30 days it may not be reimbursed by the grant.
- Understand that upon receipt of the bill by the Court Administrator, the bill will be submitted to Wicomico County Finance for payment. If the Court Administrator receives the bill by the 5<sup>th</sup> of the month, the bill will be paid by County Finance on the 15<sup>th</sup> of the month. If the Court Administrator receives the bill after the 5<sup>th</sup> of the month, it will be paid by Wicomico County Finance on the 30<sup>th</sup> of that month.

The Court Agrees to:

- Notify SPD if and when the participant has graduated or is terminated from the DTC program.
- Provide informational updates for participants in the program to include: participant's current address, phone number, date of birth, and curfew status.
- Promptly submit the invoice for payment to the Court Administrator for payment.

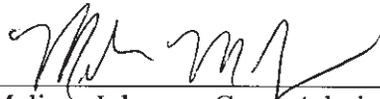
**Effective Date:**

This agreement shall be effective on July 1, 2015 and shall remain in until June 30, 2016 effect unless amended or terminated by the partners.

**IN WITNESS THEREOF**, the parties hereby evidence their agreement to the above terms and condition by having caused this Agreement to be executed and delivered the day and year below written.

\_\_\_\_\_  
 Kathleen L. Beckstead, County Administrative Judge  
 Circuit Court for Wicomico County

\_\_\_\_\_  
 Date



Melissa Johnson, Court Administrator  
Circuit Court for Wicomico County

7/23/15  
Date

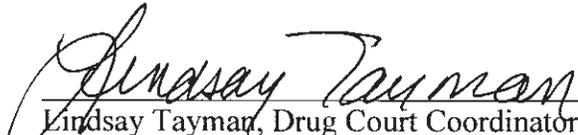
Barbara Duncan, Chief of Police  
Salisbury Police Department

Date



Cherie T. Meienschein, Deputy Court Administrator  
Circuit Court for Wicomico County

7/23/15  
Date



Lindsay Tayman, Drug Court Coordinator  
Circuit Court for Wicomico County

7-20-15  
Date



RESOLUTION NO. 2542

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND DECLARING THAT BECKER MORGAN GROUP, INC. IS ELIGIBLE TO RECEIVE ENTERPRISE ZONE BENEFITS FOR PROPERTY LOCATED AT 312 W MAIN STREET, SALISBURY MD.

WHEREAS the City of Salisbury, Maryland and Wicomico County created an Enterprise Zone on June 6, 1983 for the purpose of encouraging economic development of the area encompassed within the boundaries of such zone; and

WHEREAS the Enterprise Zone was created under authority granted by the State of Maryland; and

WHEREAS the State Code permits certain benefits to be extended to businesses that locate or expand in the Enterprise Zone provided that they meet certain standards; and

WHEREAS, the City of Salisbury and Wicomico County have also established certain standards, which must be met in order for a business to be deemed eligible to receive Enterprise Zone benefits; and

WHEREAS, Becker Morgan meets the standards set forth in the State Code and in local regulations to be eligible to receive Enterprise Zone benefits; and

WHEREAS, Patti B. Phillips, representing Becker Morgan has requested that the company be designated as eligible for Enterprise Zone benefits because of its creation of two or more new, fulltime positions at their property located in the zone at 312 W Main Street;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Salisbury, Maryland that Becker Morgan be designated as eligible to receive the benefits of the Enterprise Zone effective upon the adoption of this resolution.

The above Resolution was introduced and read and passed at the regular meeting of the Salisbury City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Kimberly R. Nichols  
CITY CLERK

\_\_\_\_\_  
Jacob R. Day  
PRESIDENT, City Council

APPROVED by me this  
\_\_\_\_\_ day of \_\_\_\_\_ 2015.

\_\_\_\_\_  
James Ireton, Jr.  
MAYOR, City of Salisbury

## Laura Kordzikowski

---

**From:** Connie Klaverweiden  
**Sent:** Monday, August 10, 2015 10:53 AM  
**To:** Laura Kordzikowski  
**Subject:** FW: Becker Morgan  
**Attachments:** Becker Morgan.pdf

Laura,

All taxes, both real estate and personal property are up to date. Only current year is due on each, and the due date has not yet passed.

*Connie L. Klaverweiden  
City of Salisbury, MD  
Internal Services Dept./ Finance Division*

---

**From:** Keith Cordrey  
**Sent:** Wednesday, August 05, 2015 1:22 PM  
**To:** Connie Klaverweiden  
**Cc:** Trish Summers; Laura Kordzikowski  
**Subject:** Becker Morgan

Please let Laura know if Becker Morgan is up to date on their taxes as requested in the attachment.

Keith Cordrey  
Director of Internal Services | City of Salisbury  
*Let's Do Business Salisbury*  
125 N. Division Street, Room 103  
Salisbury, MD, 21801-4904  
(410) 334-3028  
[kcordrey@ci.salisbury.md.us](mailto:kcordrey@ci.salisbury.md.us)



## Department of Public Works

Inter Office Memorandum

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**To:** Mike Moulds, Director of Public Works  
**From:** Rick Baldwin  
**Subject:** Enterprise Zone Qualifications – Becker Morgan  
**Date:** August 7, 2015

Review of Public Works criteria for Enterprise Zone designation of Becker Morgan located at 312 W. Main St., Salisbury, Maryland.

- Becker Morgan located at 312 W. Main Street is in compliance with the City's sewer use requirements specifically Chapter 13.12 of the City of Salisbury Code of Ordinances.
- Becker Morgan located at 312 W. Main Street is in compliance with State and local storm water management codes and regulations for the date built.

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**INTER**

**OFFICE**

# MEMO

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## Office of Business Development

**To:** Mike Moulds, Jack Lenox, Bill Holland, and Keith Cordrey  
**From:** Laura Kordzikowski  
**Subject:** Enterprise Zone Qualifications – Becker Morgan  
**Date:** August 5, 2015

I have received a request from Becker Morgan located at 312 W Main Street, that they be deemed qualified to receive Enterprise Zone benefits. In order to receive such designation, it is necessary that they meet certain criteria. I am requesting that your departments help me in processing their application by helping me to determine if they meet the necessary criteria.

### Public Works

Does this business meet the limitations of the City's Sewer Use Ordinance?

Does this business meet State and local storm water management codes and regulations?

### Planning & Zoning

Does this business meet the zoning code?

Does this business comply with subdivision regulations?

### Building, Permits & Inspections

Does this business meet the building code (or did it at the time of construction)? **YES**

Does this business meet all permit requirements? **YES**

### Finance

Is this business up to date on their taxes?

Please answer the questions above under the heading for your department and return to my office by **8/12/2015**. Your assistance is appreciated. If you have any questions, please let me know.

cc: Mayor Ireton



# City of Salisbury – Wicomico County

DEPARTMENT OF PLANNING, ZONING AND COMMUNITY DEVELOPMENT

P.O. BOX 870

125 NORTH DIVISION STREET, ROOMS 203 & 201

SALISBURY, MARYLAND 21803-4860

410-548-4860

FAX: 410-548-4955



JAMES IRETON, JR  
MAYOR

TOM STEVENSON  
CITY ADMINISTRATOR

BOB CULVER  
COUNTY EXECUTIVE

R. WAYNE STRAUSBURG  
DIRECTOR OF ADMINISTRATION

August 11, 2015

TO: Laura Kordzikowski

FROM: John F. Lenox, AICP, Director of Planning & Zoning 

SUBJECT: **Becker Morgan – 318 W. Main Street**

At your request, this department has reviewed the Enterprise Zone request submitted by Becker Morgan for property located at 318 West Main Street. The subject site is located on State City Tax Map #106, Parcel #1096 on the southerly side of West Main Street and the westerly side of Mill Street. The site is located in the Central Business District and also within the Downtown Historic District.

The Central Business District permits a number of uses including professional and business offices, apartments above the first floor, retail uses, and cultural activities.

The Planning Staff is not aware of any requests to subdivide this property. Tax map records indicate this site consists of one parcel totaling 14,197 sq. ft. of land area exceeding the 5,000-sq. ft. minimum lot area required by the Code. A Condominium Site Plan was recorded in 1991 creating four condominium units in the Port Exchange Condominium.

If any additional information is needed, please do not hesitate to call.



# City of Salisbury Enterprise Zone Program Information And Qualification Application

## Application

Applying For:

Income Tax Credit  Real Property Tax Credit  Both

### General Information

Today's Date: 07/21/2015  
Name of Firm: Becker Morgan Group, Inc.  
Legal Status:  Corporation  Proprietorship  Partnership  Other  
FEIN: 52-1348971  
Contact Person: Patti B. Phillips  
Title: Chief Financial Officer

Mailing Address: 312 W. Main Street, Suite 300  
Salisbury, Maryland 21801

Street Address (if different):  
\_\_\_\_\_

Telephone Number: 410-546-9100  
E-Mail Address: pPhillips@beckermorgan.com

### Property Information

Address of Property for Which Enterprise Benefits are sought:  
312 W. Main Street, Salisbury, Maryland 21801 Units C & D

Property Tax # (10 digit – if available): \_\_\_\_\_  
Name of Property Owner: Port Exchange 200 LLP (Unit C) & W. Ronald & Hope E Morgan & Thomas & Elizabeth Becker Trustees (Unit D)  
Address of Property Owner: c/o Thomas M. Becker, 323 Union Avenue, Salisbury, MD 21801  
Approximate Size of Property: .33 Acres  
Approximate Size of Existing Building: 18500 Square Feet  
Current Base Assessment Price: \$ 883,000

### Information on Applicant Business

Is Company Located in Enterprise Zone now: Yes  No  If yes, since what year: 1982  
Is Company relocating from another place?: Yes  No   
If yes, where was previous location?: \_\_\_\_\_  
Is Company a new, start up business?: Yes  No   
Headquarters location: 312 W. Main Street, Suite 300, Salisbury, MD 21801

Submit Application to:  
Business Development Specialist – City of Salisbury  
125 North Division Street, Room 104  
Salisbury, MD 21801  
410-677-1915 | info@citylivingsalisbury.com



**City of Salisbury**  
**Enterprise Zone Program Information And Qualification Application**

Describe the Company's primary and secondary products or services that are, or will be, produced at the facility in the Enterprise Zone:

Professional architecture, civil & structural engineering, and land surveying services

Business NAICS Code (if available): 541310, 541330, 541370

Did Enterprise Zone benefits affect your decision to locate at this address?:  Yes  No

**Proposed Project – Real Property Tax Credit**

Proposed Project Is: New Construction  Rehabilitation

Project Starting Date: \_\_\_\_\_

Anticipated Completion Date: \_\_\_\_\_

Description of Project:

\_\_\_\_\_  
 \_\_\_\_\_

Cost of Project: \$ \_\_\_\_\_

**Proposed Project – State Income Tax Credit**

Current Number of Employees in the Zone:

Total: 44 Full Time: 42 Part Time: 2

New Jobs Created in the Zone:

Total: 7 Full Time: 7 Part Time: \_\_\_\_\_

Creation Date: 8/4/2014, 9/29/2014, 1/12/2015, 5/4/2015, 6/1/2015, 6/8/2015, 6/15/2015

Hourly Wage for Typical New Job (without benefits): \$ 19.00 /hour

Additional Cost of Benefits Provided (Per New Employee): \$ 3.85 /hour

Please include a list of all hired employees, the date of hire, how many hours a week they work, and what their wages are.

**Signatures**

Signature of Person Completing This Form: Patti B. Phillips

Digitally signed by Patti B. Phillips  
 DN: cn=Patti B. Phillips, o=City of Salisbury, ou=City of Salisbury, email=p.phillips@cityofsalisbury.com, c=US  
 Date: 2015.07.29 10:30:30 -0400

Typed Name: Patti B. Phillips

Title: Chief Financial Officer

Date: \_\_\_\_\_

How did you hear about this opportunity:

Laura Kordzikowski

Submit Application to:  
 Business Development Specialist – City of Salisbury  
 125 North Division Street, Room 104  
 Salisbury, MD 21801  
 410-677-1915 | info@citylivingsalisbury.com



**City of Salisbury**  
**Enterprise Zone Program Information And Qualification Application**



Submit Application to:  
Business Development Specialist – City of Salisbury  
125 North Division Street, Room 104  
Salisbury, MD 21801  
410-677-1915 | [info@citylivingsalisbury.com](mailto:info@citylivingsalisbury.com)



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CA

W MARKET ST

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W CHURCH ST

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W MAIN ST

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W CHURCH ST

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INTER

OFFICE

# MEMO

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## *OFFICE OF THE MAYOR*

**To:** Tom Stevenson, City Administrator  
**From:** Julia Glanz, Assistant City Administrator *JG*  
**Subject:** Maryland Broadband- Fiber MOU  
**Date:** September 10, 2015

---

Please find a resolution and MOU between the City of Salisbury and Maryland Broadband Cooperative, Inc. which would allow for the construction, implementation, and upkeep of fiber optic cables in the Downtown area. Fiber optic cables will bring extremely high speed internet to our Downtown. Other cities have seen this as a crucial component for growing an economy.

Unless you or the Mayor have any further comments, please forward this memo and the attachments to the Council for their discussion.

Attachment: Ordinance- MOU, Resolution for Mayor to Enter into an MOU with MDBC

1  
2  
3 **RESOLUTION NO. 2543**

4 **A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING THE**  
5 **MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH**  
6 **MARYLAND BROADBAND COOPERATIVE, INC., FOR THE PURPOSE OF**  
7 **PLANNING AND CONSTRUCTING A FIBER OPTIC INFRASTRUCTURE IN THE**  
8 **CITY.**

9 **WHEREAS**, the City of Salisbury desires to enter into an agreement with Maryland  
10 Broadband Cooperative, Inc. for planning and constructing a fiber optic infrastructure to be  
11 located in the City; and

12  
13 **WHEREAS**, the Maryland Broadband Cooperative, Inc. is a non-profit cooperative the  
14 provides fiber optic infrastructure and services in the State of Maryland; and

15  
16 **WHEREAS**, a fiber optic infrastructure will be of great benefit to the citizens, businesses  
17 and government of the City of Salisbury; and

18  
19 **WHEREAS**, the terms and conditions of the proposed agreement are set forth in the  
20 attached Memorandum of Understanding (MOU).

21  
22 **NOW, THEREFORE, BE IT RESOLVED** that the Salisbury City Council authorizes  
23 the Mayor to enter into the aforementioned MOU with Maryland Broadband Cooperative, Inc.

24  
25 **THE ABOVE RESOLUTION** was introduced, read and passed at a meeting of the  
26 Council of the City of Salisbury, Maryland held on \_\_\_\_ day of \_\_\_\_\_, 2015 and is to become  
27 effective immediately upon adoption.  
28

29  
30 ATTEST:

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35 \_\_\_\_\_  
36 Kimberly R. Nichols  
37 CITY CLERK

38  
39 \_\_\_\_\_  
40 Jacob R. Day  
41 PRESIDENT, City Council

42  
43  
44 APPROVED BY ME THIS

45 \_\_\_\_\_ day of \_\_\_\_\_, 2015

46  
47 \_\_\_\_\_  
48 James Ireton, Jr.  
49 MAYOR, City of Salisbury

1 MEMORANDUM OF UNDERSTANDING

2 between

3  
4 City of Salisbury

5 and

6  
7 Maryland Broadband Cooperative, Inc.

8  
9  
10  
11  
12 THIS MEMORANDUM OF UNDERSTANDING, (hereinafter referred to as the “Agreement”)  
13 is made this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between MARYLAND  
14 BROADBAND COOPERATIVE, INC., a Maryland consumer cooperative corporation with its  
15 principal offices located at 2129A Northwood Drive, Salisbury, Maryland (hereinafter referred to  
16 as “MDBC”), and the City of Salisbury, Maryland, a municipal corporation of the State of  
17 Maryland (hereinafter referred to as “City”);

18  
19 WHEREAS, the City is currently in the process of planning and constructing fiber optic  
20 infrastructure to be located in the City, as depicted in EXHIBIT 1, which is attached and made a  
21 part of this Agreement (hereinafter referred to as the “Fiber System”); and

22  
23 WHEREAS, the MDBC is a non-profit cooperative that provides fiber optic infrastructure  
24 and services to underserved areas of the State of Maryland; and

25  
26 Whereas, the City desires to sell, assign and deliver **certain rights connected to** the  
27 Fiber System to MDBC, and MDBC desires to purchase **those rights**, and thereafter to use,  
28 operate, inspect, maintain and repair the Fiber System, in accordance with the terms and  
29 conditions of this Agreement; and

30  
31 Whereas, subject to Paragraph 28 below (relating to Relationship of the Parties), the  
32 purpose of this Agreement is to develop a collaboration between the parties on the matters set  
33 forth herein; and

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**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants set forth in this Agreement, the parties agree as follows:

**1. CONSTRUCTION AND SALE OF FIBER SYSTEM BY CITY TO MDBC**

**A. During construction of the Main Street Masterplan project**, a copy of which is attached and made a part of this Agreement as **EXHIBIT 2, with regard to the Fiber System, the City’s responsibilities shall be as follows: (1) to procure and contract with a contractor to install the main conduit, hand holes and service conduit; (2) to oversee and inspect the installation of conduit, hand holes and service lines; and (3) to terminate service lines outside of buildings at a capped stub of conduit; and**

**MDBC’s responsibilities during construction of the Main Street Masterplan project with regard to the Fiber System shall be as follows: (1) to provide technical support for questions from the City arising from the design of the conduit, hand holes and service lines; (2) under a separate construction agreement to be entered into by and between MDBC and the City, to undertake responsibility for the procurement and installation (either directly or through a subcontractor engaged by MDBC) of the fiber optic lines, including service lines; (3) to oversee and inspect the installation of fiber optic lines and service lines; and (4) to coordinate installation of fiber optic line interconnections with individual property owners, which will then allow members of MDBC to provide high-speed internet services to individual property owners.**

**B. Subject to the City reserving a secured interest in the Fiber System and a right of reversion through legal action to ensure that MDBC performs all of its duties as outlined in this Agreement, and unless otherwise addressed in this Agreement, upon the completion of the construction, and the completion of testing, of the Fiber System, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City agrees to sell, grant, transfer, deliver and convey to MDBC, its successors and assigns to have and to hold the same forever, all of the City’s rights, title and interest in and to, as well as good and marketable title to, the Fiber System.**

64 C. The said sale of the Fiber System by the City to MDBC shall be consummated and  
65 closed on a date mutually agreed to by the parties (hereinafter referred to as the “Closing Date”),  
66 taking place promptly after the completion of the construction, and the completion of testing, of  
67 the Fiber System, through the execution and delivery of a Bill of Sale by the City substantially in  
68 the form as **EXHIBIT 3**, which is attached and made a part of this Agreement. As a part of the  
69 closing of the said sale of the Fiber System by the City to MDBC, the City shall execute and  
70 deliver an Easement Agreement substantially in the form as **EXHIBIT 4**, which is attached and  
71 made a part of this Agreement. **Said Easement Agreement and the sale of the Fiber System**  
72 **shall remain in force until such time as the City petitions for and receives a court order to**  
73 **terminate the easement and ownership of the Fiber System pursuant to Section 18 of this**  
74 **Agreement.**

75 D. On or promptly after the Closing Date, the City shall provide to MDBC all as-built  
76 drawings and records of the Fiber System.

77 E. To the extent that the Fiber System is constructed and completed in multiple phased  
78 steps, the parties by mutual agreement may determine to consummate and close the sale of the  
79 Fiber System with multiple closings, with the City executing and delivering a separate Bill of  
80 Sale at each such closing for each corresponding portion of the Fiber System then completed.

81

## 82 **2. NO ASSUMPTION OF LIABILITIES OR OBLIGATIONS**

83 The MDBC shall not assume any liabilities or obligations of the City and nothing shall be  
84 construed as imposing any liability or obligation upon MDBC other than those specifically  
85 provided for herein. If, however, the City obtains funding for the Fiber System from loans,  
86 grants or any other source that demands compliance by or the assumption of any obligation by  
87 MDBC, MDBC must agree, in writing, to comply. If MDBC’s agreement is not received within  
88 30 days of any such request by the City, this Agreement will terminate and any Bill of Sale or  
89 Easement Agreement previously executed in reliance upon the said anticipated loan, grant or  
90 other source of funds will be subject to nullification by the court pursuant to Section 18 of this  
91 agreement.

92

## 93 **3. MAINTENANCE PROCEDURE**

94 After the Closing Date, MDBC shall have all responsibilities for maintenance, repair and  
95 locating of the Fiber System. The MDBC agrees that it shall use all **commercially** reasonable  
96 efforts to perform routine, periodic maintenance work during the City's normal business hours.  
97 The City acknowledges that, after the Closing Date, MDBC shall have the right to access the  
98 Fiber System twenty-four (24) hours a day, seven (7) days a week, for installation and  
99 maintenance, provided such access does not negatively impact City operations. Prior to all  
100 visits, the MDBC shall, if so notified by the City, conform with the reasonable notice provisions  
101 promulgated by the City from time to time, and telephone the City's so designated authorized  
102 representative at a telephone number, all as set forth in the written notice to be provided by the  
103 City to MDBC, or any such other fully authorized person as the City may designate in writing  
104 from time to time.

105  
106 **4. REMEDY OF INTERFERENCE AND AGREEMENT TO PROVIDE**  
107 **COMMERCIALLY REASONABLE OPERATION AND MAINTENANCE**

108 The MDBC guarantees that in the event any of its operations interferes in any way with  
109 the operation of the City, it shall remedy the interference to the reasonable satisfaction of the  
110 City. The MDBC shall provide the City with an emergency telephone number(s) by which the  
111 City can contact a responsible employee, agent, or representative of the MDBC twenty-four (24)  
112 hours a day, seven (7) days a week. **MDBC shall provide for the commercially reasonable**  
113 **operation and maintenance of the Fiber System for the benefit of the City and all of**  
114 **MDBC's customers.** EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT,  
115 MDBC MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, HEREUNDER,  
116 INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND  
117 ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. **[DRAFTING**  
118 **NOTE: This standard general exclusion/disclaimer of UCC implied warranties is normally**  
119 **contained in all operating agreements of this sort, and it is contained in all such MDBC**  
120 **agreements. MDBC is agreeable to the newly proposed express warranty above, but all**  
121 **warranty provisions must be expressly set forth in the Agreement.]**

122  
123 **5. REVENUE SHARING, PAYMENTS AND AUDITS**

124 A. The MDBC shall pay to the City a portion of the revenue generated from MDBC's  
125 leasing of dark fiber in the Fiber System. The rate or rates charged by MDBC may be  
126 established and set by MDBC in its sole discretion. The portion of the revenue payable to the  
127 City by MDBC shall be equal to fifty percent (50%) of the lease amount paid by MDBC  
128 members on a monthly basis for leasing of dark fiber in the Fiber System. There is no revenue  
129 share derived from lit services delivered to customers in the Fiber System. If requested by the  
130 City, a copy of all such member agreements shall be provided to the City, provided however, that  
131 the user name and such other information as required, may be redacted should MDBC determine  
132 in its sole discretion that confidentiality requires so. **[DRAFTING NOTE: MDBC cannot agree  
133 to this provision giving the City approval rights of the rates charged. Any such third party  
134 approval of the rate making function would jeopardize MDBC's Federal tax exemption status  
135 under Section 501(c)(12) of the Internal Revenue Code. The loss of the cooperative's tax  
136 exemption would, of course, be catastrophic for MDBC. The City however can take comfort  
137 that, even without rate approval rights, it is adequately protected, since it is in MDBC's  
138 interests to generate maximum revenues from the Fiber System.]**

139  
140 B. All fee payments are to be paid within 60 days of receipt of payments from MDBC  
141 members. The MDBC will provide quarterly reports identifying dark fiber optic cable usage and  
142 revenue generated to the City. The MDBC will also allow the City, at the City's expense, to  
143 audit the physical fiber optic infrastructure and financial records no more than twice per calendar  
144 year to verify payments due under this Agreement. Any fee payments due for any partial annual  
145 period shall be prorated. The MDBC shall make a reasonable attempt to recover all payments  
146 due from its members for leasing the dark fiber. In the event a member does not provide  
147 payment and service is discontinued, the MDBC shall not be responsible for past due amounts  
148 for that member, **but the City may, at its option, seek to collect the past amounts owed with  
149 the full cooperation of the MDBC and shall be entitled to deduct its reasonable attorney's  
150 fees and costs incurred by it in collecting past due amounts before dividing the amount  
151 collected with MDBC on a fifty percent basis.** Service shall be discontinued after 90 days in  
152 default, unless special circumstances are documented and provided in writing to the City.

153  
154 **6. CITY USE OF FIBER SYSTEM STRANDS**

155 After the Closing Date, without cost to the City, MDBC will provide the City with the  
156 use of twelve (12) strands of the Fiber System for the use of the City in its sole discretion in its  
157 municipal operations. These twelve (12) strands of the Fiber System will not be leased, licensed,  
158 assigned or traded by the City with or to any third party. **Except at outlined elsewhere in this**  
159 **Agreement and specifically under Sections 1 and 18 of this Agreement, all ownership right,**  
160 title and interest in the aforesaid twelve (12) strands of the Fiber System shall at all times after  
161 the Closing Date remain exclusively with MDBC.

162

163 **7. LIMITED USE OF RIGHT-OF-WAY**

164 The MDBC shall have the right to **reasonable** use **of** the City rights-of-way for the  
165 purposes of installing, maintaining, repairing and operating the Fiber System and uses incidental  
166 thereto.

167

168 **8. LIABILITY**

169 A. The MDBC shall indemnify, **defend**, and hold the City and its employees or agents  
170 harmless against any claim or liability for loss from personal injury or property damage resulting  
171 from or arising out of the use of the Fiber System by the MDBC, its servants or agents,  
172 excepting, however, such claims or damages that may be caused by the acts or omissions of the  
173 City or its employees or agents.

174

175 B. The City shall indemnify, defend and hold MDBC and its employees or agents  
176 harmless against any claim or liability for loss from personal injury or property damage resulting  
177 from or arising out of the use of the Fiber System by the City, its servants or agents, excepting,  
178 however, such claims or damages that may be caused by the acts or omissions of MDBC or its  
179 employees or agents.

180

181 **9. INSURANCE**

182 The MDBC shall maintain comprehensive general liability insurance policy, which  
183 names the City as an additional insured, in the amount of at least three million dollars  
184 (\$3,000,000.00) combined single limit for personal injury and property damage liability per  
185 occurrence in the aggregate.

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**10. FORCE MAJEURE**

**“Force Majeure Event” means any act or event that prevents the affected party from performing its obligations in accordance with the Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected party and such party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, “Force Majeure Event” shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, wind, drought, abnormal weather condition or actions of the elements, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the party seeking to be excused from performance; (iii) acts of war (declared or undeclared) or public disorders, civil disturbances, riots, insurrection, sabotage, military or guerilla action, economic sanction or embargo, epidemic, terrorist acts, or rebellion; (iv) civil strikes, work stoppage, slow-down, lock-out or labor disputes; (v) action by a governmental authority, including a moratorium on any activities related to the Agreement (provided that such order has been resisted in good faith); and (vi) the inability for one of the parties, despite its reasonable efforts, to obtain, in a timely manner, any governmental approval necessary to enable the affected party to fulfill its obligations in accordance with the Agreement, provided that the delay or non-obtaining of such governmental approval is not attributable to the party in question and that such party has exercised its reasonable efforts to obtain such permit. A Force Majeure Event shall not be based on the economic hardship of either party.**

**Except as otherwise expressly provided to the contrary in this Agreement, if either party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force**

217 **Majeure event, gives the other party prompt oral notice, followed by a written notice**  
218 **reasonably describing the event; (ii) the suspension of, or extension of time for performance**  
219 **is of no greater scope and of no longer duration than is required by the Force Majeure**  
220 **event; and (iii) the party affected by such Force Majeure event uses all reasonable efforts to**  
221 **mitigate or remedy its inability to perform as soon as reasonably possible. Notwithstanding**  
222 **anything herein to the contrary, the obligation to make any payment due to the City under**  
223 **this Agreement shall not be excused by a Force Majeure event for such amounts as were**  
224 **received prior to, or after the Force Majeure event in connection with the leasing of the**  
225 **Fiber System.**

## 227 11. COMPREHENSIVE EXCLUSIVITY OF ALL AGREEMENTS

228 It is agreed and understood that this Agreement contains all agreements, promises, and  
229 understandings between the City and the MDBC, and that no verbal or oral agreements,  
230 promises, understandings, or warranties of any kind shall be binding upon either party in any  
231 dispute, controversy, or proceeding at law, and any addition, variation, or modification to the  
232 Agreement shall be void and ineffective unless made in writing and signed by the authorized  
233 representatives of both parties. The Exhibits referred to herein are integral parts hereof and are  
234 hereby made a part of this Agreement. To the extent that any of the provisions of any Exhibit  
235 hereto are inconsistent with the express terms of this Agreement, the terms of this Agreement  
236 shall prevail. **[DRAFTING NOTE: All warranty provisions must be expressly set forth in the**  
237 **Agreement. Please see Drafting Note after Section 4 above.]**

## 239 12. GOVERNING LAW

240 This Agreement and the performance thereof shall be governed, interpreted, construed,  
241 and regulated by the laws of the State of Maryland.

## 243 13. TRANSFER OF RIGHTS AND OBLIGATIONS

244 A. The MDBC may assign or transfer its rights and obligations arising under this  
245 Agreement to any entity legally authorized to operate a communications system, to any of its  
246 parents, subsidiaries or affiliates; to the successor by consolidation or merger; to a purchaser of  
247 all or substantially all of the MDBC's assets; to any entity which purchases either a majority or

248 controlling interest in the MDBC; and to any partnership in which the MDBC, or any of its  
249 parents, subsidiaries or affiliates is a general partner, upon the **written** consent of the City, which  
250 consent shall not be unreasonably withheld or delayed and shall be subject to the condition that  
251 the assignee shall ratify and affirm the terms of this Agreement in writing. **[DRAFTING NOTE:**  
252 ***This standard clause, that the City may not unreasonably withhold or delay consent, should***  
253 ***remain. Without it, the City would have the right to unreasonably withhold its approval of an***  
254 ***assignment by MDBC, and to otherwise demand inappropriate considerations for its approval.***]  
255

256 B. In its sole discretion, MDBC shall also have the right to grant third parties leases,  
257 licenses and rights to use the Fiber System for the provision of communications services.  
258 **[DRAFTING NOTE: In its operations of the Fiber System, MDBC should not be required to**  
259 ***obtain the City's approval to sign dark fiber leases with its members.***]  
260

261 **14. NOTICES**

262 All notices hereunder must be in writing and shall be deemed validly given if sent by  
263 overnight mail, hand delivered, and/or certified mail, return receipt requested. If sent by certified  
264 mail, notices shall be deemed delivered three (3) days after mailing if addressed as follows (or  
265 any other address that the party to be notified may have designated to the sender by like notice):  
266

267  
268 **MDBC:** **MARYLAND BROADBAND COOPERATIVE, INC.**  
269 2129A Northwood Drive  
270 Salisbury, MD 21801  
271 Attention: Patrick Mitchell, President and CEO  
272

273  
274 **CITY:** **CITY OF SALISBURY**  
275 125 North Division St.  
276 Salisbury, MD 21801  
277 Attention: Director of Information Technology  
278

279 **15. WAIVER OF TRIAL BY JURY**

280 To the extent that a court of law would have jurisdiction over this Agreement, the parties  
281 hereby waive trial by jury.  
282

283           **16.   NON-HIRING OF EMPLOYEES**

284           No employee of the City or any unit thereof, whose duties as such employee include  
285 matters relating to or affecting the subject matter of the Agreement shall, while so employed,  
286 become or be an employee of the party or parties hereby contracting with the City or any unit  
287 thereof.

288  
289           **17.   NONDISCRIMINATION IN EMPLOYMENT**

290           The MDBC agrees: (a) not to discriminate in any manner against an employee or  
291 applicant for employment because of race, color, religion, creed, age, sex, sexual orientation,  
292 marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and  
293 extent so as reasonably to preclude the performance of such employment; (b) to include a  
294 provision similar to that contained in subsection (a) above, in any underlying subcontract except  
295 a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause  
296 subcontractors to post in conspicuous places available to employees and applicants for  
297 employment, notices setting forth the substance of this clause.

298  
299           **18.   TERMINATION FOR DEFAULT**

300           If the MDBC fails to materially fulfill its obligations under this Agreement properly and  
301 on time, or otherwise violates any material provision of the Agreement, the City may terminate  
302 the Agreement by written notice to the MDBC. Notwithstanding the foregoing, upon written  
303 notice to MDBC, MDBC shall have a **duty** to cure any such infractions and, providing MDBC  
304 diligently pursues corrective action and cures said infractions within thirty (30) days after its  
305 receipt of such written notice from the City, the Agreement shall remain in full force and effect.  
306 In the event of such a termination by the City, the notice shall specify the acts or omissions relied  
307 upon as cause for termination. Notwithstanding the foregoing, **and except as outlined**  
308 **elsewhere in this Agreement and specifically under Sections 1 and 18**, if any termination of  
309 this Agreement by the City takes place after the Closing Date, MDBC shall continue to own all  
310 title and interest in and to the Fiber System, and shall continue to quietly enjoy the Fiber System  
311 sold, transferred, conveyed, assigned and delivered by the City **until such time as the City**

312 **petitions for and receives an order from the Circuit Court of Wicomico County to**  
313 **terminate the easement granted to MDBC and the sale of the Fiber System on the grounds**  
314 **of any material breach of this Agreement by MDBC, bankruptcy of MDBC or dissolution**  
315 **of MDBC, or its assignee. Failure, after the passage of the applicable time period for MDBC to**  
316 **cure any infractions as set forth in this section, to provide commercially reasonable service or**  
317 **maintenance of the Fiber System at a commercially reasonable rate, or to pay the City the**  
318 **monies due in a commercially reasonable and prompt manner shall constitute a material**  
319 **breach of this Agreement.**

320

321 **19. TERMINATION FOR CONVENIENCE**

322 The performance of work under the Agreement may be terminated by the City in  
323 accordance with this clause in whole, or from time to time in part, whenever the City shall  
324 determine that such termination is in the best interest of the City. The City will pay all  
325 reasonable costs associated with the Agreement that the MDBC has incurred up to the date of  
326 termination, and all reasonable costs associated with termination of the Agreement; provided,  
327 however, that the MDBC shall not be reimbursed for any anticipatory profits that have not been  
328 earned up to the date of termination. Notwithstanding the foregoing, **and except at outlined**  
329 **elsewhere in this Agreement and specifically under Sections 1 and 18,** if any termination of  
330 this Agreement by the City takes place after the Closing Date, MDBC shall continue to own all  
331 title and interest in and to the Fiber System, and shall continue to quietly enjoy the Fiber System  
332 sold, transferred, conveyed, assigned and delivered by the City until such time as the court orders  
333 a reversion of the Fiber System to the City and the extinguishment of the right-of-way easement.

334

335 **20. DELAYS AND EXTENSIONS OF TIME**

336 The MDBC agrees to perform the Agreement continuously and diligently **in a**  
337 **commercially reasonable manner.** No charges or claims for damages shall be made by the  
338 MDBC for any delays or hindrance, regardless of cause, in the performance of services under the  
339 Agreement. Time extensions shall be granted only for excusable delays that arise from  
340 unforeseeable causes beyond the reasonable control and without the fault or negligence of the  
341 MDBC, **as outlined in Section 10 of this Agreement**

342

343           **21. POLITICAL CONTRIBUTION DISCLOSURE**

344           The MDBC shall comply with Election Law Article, §§14-101—14-108, Annotated Code  
345 of Maryland, which requires that every person that enters into contracts, leases, or other  
346 agreements with the State, a county, or an incorporated municipality, or their agencies, during a  
347 calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the  
348 State Board of Elections a statement disclosing contributions in excess of \$500 made during the  
349 reporting period to a candidate for elective office in any primary or general election. The  
350 statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a  
351 lease or contract by the State, a City, an incorporated municipality, or their agencies, and shall  
352 cover the preceding two calendar years; and (2) if the contribution is made after the execution of  
353 a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover  
354 the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending  
355 July 31.

356  
357           **22. RETENTION OF RECORDS**

358           The MDBC shall retain and maintain all records and documents relating to the  
359 Agreement for three years after all payments to the City hereunder or any applicable statute of  
360 limitations, whichever is longer, and shall make them available for inspection and audit by  
361 authorized representatives of the City.

362  
363           **23. COMPLIANCE WITH LAWS**

364           The MDBC hereby represents and warrants that:

365           A. It is qualified to do business in the State of Maryland and that it will take such action  
366 as, from time to time, may be necessary to remain so qualified;

367           B. It is not in arrears with respect to the payment of any monies due and owing the State  
368 of Maryland, or any department or unit thereof, including, but not limited to, the payment of  
369 taxes and employee benefits, and that it shall not become so in arrears during the term of the  
370 Agreement;

371           C. It shall comply with all federal, State and local laws applicable to its activities and  
372 obligations under the Agreement; and

373 D. It shall obtain, at its expense, all applicable licenses, permits, insurance, and  
374 governmental approvals, if any, necessary to the performance of its obligations under the  
375 Agreement. The City shall **reasonably** cooperate with the MDBC in its efforts to obtain such  
376 licenses, permits, and governmental approvals.

377

378 **24. LIABILITY FOR LOSS OF DATA**

379 In the event of loss of any data or records necessary for the performance of the  
380 Agreement where such loss is due to the negligence of the MDBC, the MDBC shall be  
381 responsible, irrespective of cost to the MDBC, for recreating such lost data or records.

382

383 **25. REPRESENTATIONS**

384 A. Each party to this Agreement represents and warrants to the other that it has full  
385 rights, power, and authority to execute this Agreement.

386

387 B. City represents and warrants to MDBC that no broker or finder has acted directly or  
388 indirectly for the City in connection with this Agreement or the transactions contemplated  
389 hereby, and no broker or finder is entitled to any brokerage or finder's fee or other commission  
390 in respect thereof based in any way on the actions or statements of, or agreements,  
391 arrangements, or understandings made with the City.

392

393 C. MDBC represents and warrants to City that no broker or finder has acted directly or  
394 indirectly for the MDBC in connection with this Agreement or the transactions contemplated  
395 hereby, and no broker or finder is entitled to any brokerage or finder's fee or other commission  
396 in respect thereof based in any way on the actions or statements of, or agreements, arrangements,  
397 or understandings made with MDBC.

398

399 **26. WAIVER**

400 The failure of either party hereto to enforce any of the provisions of this Agreement, or  
401 the waiver thereof in any instance shall not be construed as a general waiver or relinquishment  
402 on its part of any such provision, but the same shall nevertheless be, and remain in full force and  
403 effect.

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**27. RULES OF CONSTRUCTION**

The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement or as amplifying or limiting any of its content. Words in this Agreement which import the singular connotation shall be interpreted as plural, and words which import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require.

**28. RELATIONSHIP OF THE PARTIES**

The relationship between the City and MDBC shall not be that of partners or joint ventures, and nothing contained in this Agreement shall be deemed to constitute a partnership between them for any purposes. The City and MDBC in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk subject, however, to the terms and conditions hereof.

**29. SEVERABILITY**

If any term, covenant or condition contained herein is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**30. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

*[Signature Page Follows]*

434 IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on  
435 the date first set forth above.

436

437 **WITNESS:**

**CITY OF SALISBURY, MARYLAND**

438

439

440

441 \_\_\_\_\_

**BY:** \_\_\_\_\_ **(SEAL)**

442

**Name:** \_\_\_\_\_

443

**Title:** \_\_\_\_\_

444

445

446 **WITNESS:**

**MARYLAND BROADBAND COOPERATIVE, INC.**

447

448

449

450

451 \_\_\_\_\_

**BY:** \_\_\_\_\_ **(SEAL)**

452

**Patrick Mitchell, President/CEO**

453

454

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

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457

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459 \_\_\_\_\_  
S. Mark Tilghman, City Attorney

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**EXHIBIT 1**

**FIBER SYSTEM**

[insert drawing]

**EXHIBIT 2**

**MAIN STREET MASTERPLAN PROJECT**

[insert copy]

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**EXHIBIT 3**

**BILL OF SALE**

**The City of Salisbury, Maryland**, a municipal corporation of the State of Maryland acting by and through its City Council (the “**Seller**”) and **MARYLAND BROADBAND COOPERATIVE, INC.**, a Maryland consumer cooperative corporation with its principal offices located at 2129A Northwood Drive, Salisbury, Maryland (the “**Purchaser**”) have entered into a Memorandum of Understanding, dated as of \_\_\_\_\_, 2015 (the “**Agreement**”), whereby Seller has agreed to sell, assign and deliver to Purchaser, and Purchaser has agreed to purchase and acquire, certain assets. All capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Agreement.

NOW, THEREFORE, Seller, for good and valuable consideration, as set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys, assigns, releases, transfers and delivers to Purchaser, its successors and assigns, absolutely to have and to hold the same forever, all of Seller’s rights, title and interest in and to, as well as good and marketable title to, the Fiber System, as defined in the Agreement and described in Schedule A attached hereto, and Seller assigns to Purchaser all third party express or implied warranty rights relating to the construction of the Fiber System and materials incorporated into the Fiber System. This Bill of Sale is being executed and delivered as a condition to the Agreement and is expressly hereby made subject to and shall have the benefits of the respective representations, warranties, covenants, terms, conditions, limitation and other provisions of the Agreement.

Seller owns outright and has full legal right, title and authority to sell, transfer, convey, assign and deliver to Purchaser, **and except as outlined in the Agreement and specifically under Sections 1 and 18**, Purchaser hereby shall have, good, valid and marketable title to and ownership of the Fiber System, free and clear of any and all liens, encumbrances or other restrictions of every kind, nature, description or character whatsoever, including, without limitation, the claims or liens of any back taxes or taxing authority, and any and all claims or rights of others.

Purchaser shall quietly enjoy the Fiber System hereby sold, transferred, conveyed, assigned and delivered.

Seller further covenants and agrees that it will, from time to time, make, execute and deliver or cause to be made, executed and delivered all such other instruments, documents and other assurances as Purchaser may reasonably require to confirm or more effectively convey, transfer to and vest in Purchaser title to the assets described above.

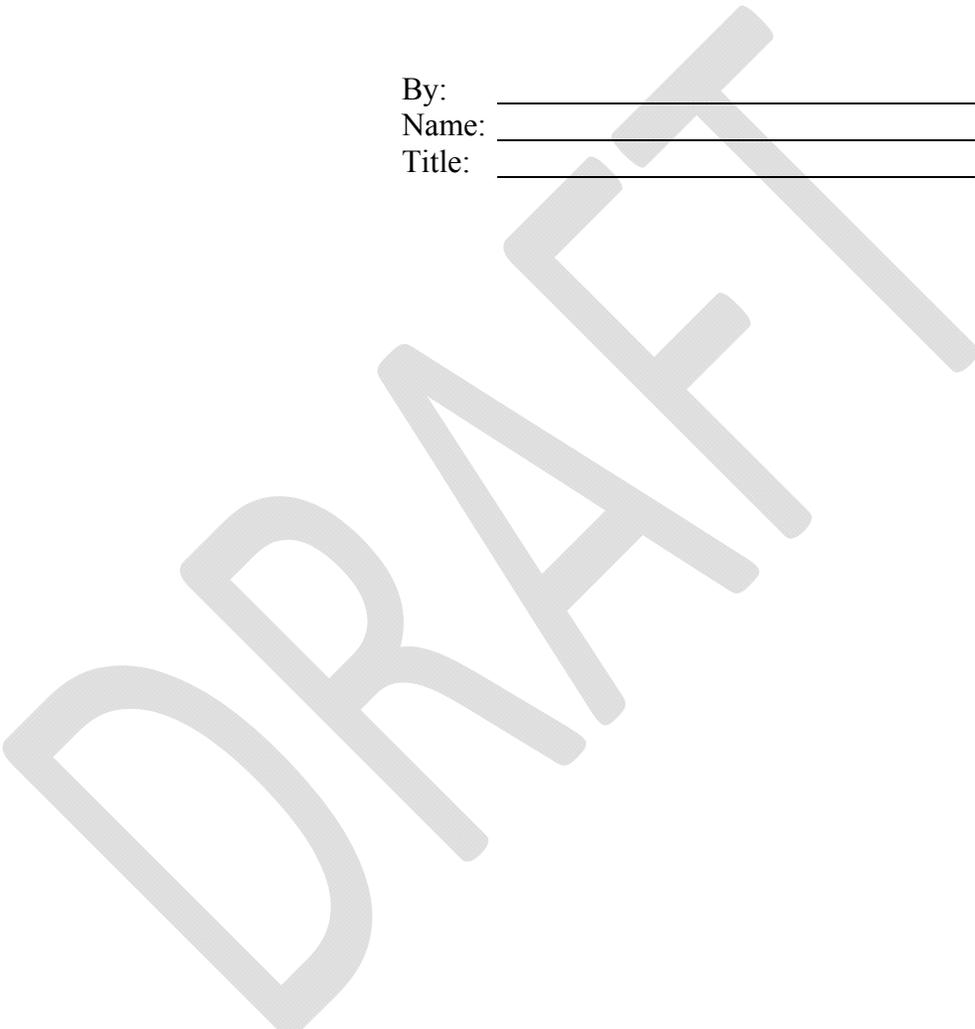
567 This Bill of Sale shall be binding upon the Seller and its successors and assigns,  
568 and shall inure to the benefit of and be enforceable by Purchaser and its successors and assigns.

569 IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed in its  
570 name by its duly authorized officer as of \_\_\_\_\_, 201\_\_.

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**CITY OF SALISBURY**

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



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**EXHIBIT 4**

**EASEMENT AGREEMENT**

This **EASEMENT AGREEMENT** (the "Easement") is made on \_\_\_\_\_, 201\_\_ by and between the **CITY OF SALISBURY**, a municipal corporation of the State of Maryland ("Grantor"), whose address is 125 North Division Street, Salisbury, Maryland 21801, and **MARYLAND BROADBAND COOPERATIVE, INC.**, a Maryland non-stock consumer cooperative corporation ("Grantee"), whose address is 2129A Northwood Drive, Salisbury, Maryland 21801.

Grantor is the owner of certain real estate located at \_\_\_\_\_ in Salisbury, Maryland, as more particularly described on Exhibit A attached hereto (the "Property"). Grantee has requested that Grantor grant and conveys an easement as further described herein to Grantee for the construction and operation of certain telecommunications facilities by Grantee.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby sell, grant and convey to Grantee, its successors and assigns, an easement to construct, erect, install, lay, and thereafter use, operate, inspect, maintain, repair, replace and remove a telecommunications system, consisting of wires, cables, conduits, communications equipment, shelters, generators and other related above ground and subsurface fixtures, equipment, appurtenances and facilities (collectively, the "Facilities") on, under and above the Property, as it exists on the date of this Easement and as depicted on the plat attached hereto as Easement Exhibit B (the "Easement Area"). The term for the easement shall be **subject to termination only by court order pursuant to the Memorandum of Understanding between City of Salisbury and Maryland Broadband Cooperative, Inc., dated the \_\_\_\_ day of \_\_\_\_\_, 2015.**

1. Grantee shall use and operate the Facilities at its sole expense in accordance with applicable laws and safety codes, and shall promptly repair any damage to the Property resulting from such construction. The Facilities shall be maintained and repaired at the sole expense of Grantee and shall remain the property of Grantee. Grantee shall have the right to make changes, alterations or substitutions of the Facilities, as Grantee may from time-to-time reasonably deem advisable, provided that such changes, alterations or substitutions do not unreasonably interfere with Grantor's improvements or use of the Property.

2. The Easement granted hereunder includes the right of Grantee to access the Easement Area as needed for exercise its rights hereunder with respect to the Facilities. Except for emergency work, Grantee's access to the Property shall be limited to normal business hours. Grantee's rights of ingress and egress shall not unreasonably interfere with Grantor's improvements or use of the Property.

3. Grantee agrees to indemnify and hold harmless Grantor from, for and against any loss, damage, liability, deficiency or claim (including reasonable attorneys' fees) in connection with any injuries to any person or damage to any property directly resulting from Grantee's (or its contractors') construction, installation, use, operation, inspection, repair, maintenance, renewal, replacement, or removal of the Facilities.

661 4. Grantor represents, warrants, covenants and agrees that Grantor is the lawful owner of the  
662 Property, has good, right and lawful authority to execute and deliver this Easement and that Grantor and  
663 its successors and assigns shall warrant and defend the same and will indemnify and hold harmless  
664 Grantee forever against the claims of all persons whomsoever in any way asserting any right, title or  
665 interest prior to or contrary to the rights of Grantee and its successors and assigns under this Easement.  
666

667 5. Grantor and Grantee covenant and agree, for themselves and their respective successors and  
668 assigns, to execute such other documents, and take such further actions, as may be reasonably requested  
669 by the other in order to carry out the provisions of this Easement, including without limitation, in the  
670 event the applicable local recorder's office shall refuse or otherwise fail to record this instrument, the  
671 execution of another instrument granting the easement herein described in form acceptable for recording.  
672

673 6. The cash consideration set forth above is paid by Grantee and accepted by Grantor as full and  
674 total payment for the rights set forth herein. All provisions of this Easement, including the benefits and  
675 burdens, shall run with the land and be binding upon and inure to the benefit of the parties hereto and  
676 their respective successors, assigns, personal representatives, lessees, permittees and licensees, and such  
677 provisions shall be deemed to be enforceable equitable servitudes running with the land and shall bind  
678 any person having at any time any interest or estate in the Easement Area as though such provisions were  
679 recited and stipulated in full in each and every deed of conveyance, license or lease thereof or occupancy  
680 agreement pertaining thereto.  
681

682 7. Except for Grantee's transfer, assignment, lease, permit and or license of the rights granted  
683 herein and except for any transfer, assignment, lease, permit and or license of such rights by operation of  
684 law or court order, upon dissolution of Grantee under the laws of the State of Maryland, all of Grantee's  
685 rights set forth herein shall cease and be of no force and effect.  
686

687 8. This Easement shall be construed in accordance with, and governed by, the laws of the State of  
688 Maryland without regard to principles of conflicts of laws.  
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*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have duly executed this Easement Agreement as of the date first written above.

**GRANTOR'S NAME AND SIGNATURE:**

**CITY OF SALISBURY**

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT BY GRANTOR**

**STATE OF MARYLAND**

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, personally appeared the \_\_\_\_\_ of the City of Salisbury, known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as his/her free act and deed and for the purposes and consideration therein expressed.

\_\_\_\_\_  
**Notary Public in and for said State**

[SEAL]  
My Commission Expires: \_\_\_\_\_

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**GRANTEE'S NAME AND SIGNATURE:**

**MARYLAND BROADBAND COOPERATIVE, INC.**

By: \_\_\_\_\_ (SEAL)  
William Patrick Mitchell  
President and CEO

**ACKNOWLEDGMENT BY GRANTEE**

**STATE OF MARYLAND**

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared William Patrick Mitchell, the President and CEO of MARYLAND BROADBAND COOPERATIVE, INC. a Maryland non-stock consumer cooperative corporation, known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as his/her free act and deed on behalf of the corporation and for the purposes and consideration therein expressed.

\_\_\_\_\_  
**Notary Public in and for said State**

[SEAL]  
My Commission Expires: \_\_\_\_\_

**Insert Property Exhibits "A" and "B"**

1  
2  
3 **RESOLUTION NO. 2544**

4 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND TO DECLARE AS  
5 SURPLUS AND APPROVE THE GIFT OF 62.74 ACRES ADJACENT TO THE  
6 WICOMICO COUNTY HENRY S. PARKER ATHLETIC COMPLEX TO  
7 WICOMICO COUNTY.

8 WHEREAS, Wicomico County, Maryland has requested the conveyance of approximately 63  
9 acres to Wicomico County for inclusion as an addition to the Henry S. Parker Athletic Complex, to  
10 expand the current number of athletic fields; and

11  
12 WHEREAS, it is anticipated that the expansion of the Henry S. Parker Athletic Complex will  
13 better serve the people of Salisbury, Maryland and Wicomico County, Maryland, and provide an  
14 enhanced venue for athletic events; and

15  
16 WHEREAS, negotiations and discussion regarding the impact of the expansion of the athletic  
17 complex over the Paleo Channel have been of great interest and concern; and

18  
19 WHEREAS, citizens have expressed concern over the possible loss of independent recreational  
20 uses of the City's land; and

21  
22 WHEREAS, Wicomico County has designed the proposed expansion to exceed all environmental  
23 requirements of the State of Maryland, and to minimize the impact of the expansion of the athletic  
24 complex on the paleo channel and on the public's use of the property for the enjoyment of nature; and

25  
26 WHEREAS, the City of Salisbury has determined that due to its concern for the environmental  
27 impact on the paleo channel and due to the City's insistence upon minimal environmental impact and the  
28 continued enjoyment of the property by City residents, the property would not be saleable and would best  
29 be utilized for the recreational enjoyment of all the people of Wicomico County, Maryland.

30  
31  
32 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
33 SALISBURY, MARYLAND as follows:

- 34  
35 1. That the 62.74 acres, now belonging to the City of Salisbury, on the north side of Naylor Mill  
36 Road and adjacent to the Henry S. Parker Athletic Complex be deemed surplus and that the said  
37 property be conveyed to Wicomico County, Maryland for the expansion of the Henry S. Parker  
38 Athletic Complex, pursuant to the terms, covenants and restrictions set forth in the attached Deed;  
39 and  
40 2. That the Mayor of the City of Salisbury is hereby authorized to the execute the attached deed to  
41 convey to Wicomico County, Maryland, all of the City's right, title and interest in the described  
42 land, subject to certain restrictions, as described in the attached Deed and its exhibits.

43  
44 THE ABOVE RESOLUTION was introduced, read and passed at a meeting of the Council of the  
45 City of Salisbury, Maryland held on \_\_\_\_ day of \_\_\_\_\_, 2015 and is to become effective immediately  
46 upon adoption.

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49 ATTEST  
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\_\_\_\_\_  
Kimberly R. Nichols  
CITY CLERK

\_\_\_\_\_  
Jacob R. Day  
PRESIDENT, City Council

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
James Ireton, Jr. Mayor

THIS DEED, made this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the CITY OF SALISBURY, a municipal corporation of the State of Maryland, hereinafter referred to as “Grantor” to WICOMICO COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, hereinafter referred to as “Grantee,” WITNESETH:

WHEREAS, the City of Salisbury has determined that the hereinafter described property should be gifted to Wicomico County, Maryland, for the purpose of expanding the Henry S. Athletic Complex; and

WHEREAS, Wicomico County, Maryland, by Resolution 144-2014 adopted on October 21, 2014, by the Wicomico County Council, is authorized to accept such gift.

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of a gift and the sum of Zero Dollars (\$0.00) and other good, valuable and sufficient considerations in hand paid, receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey unto Wicomico County, Maryland, a body corporate and politic of the State of Maryland, its successors and assigns, the following described property:

All that tract or parcel of land situate, lying and being in Salisbury Election District of Wicomico County, State of Maryland, and located on the Northerly side of and binding upon Naylor Mill Road and being more particularly described as follows: Beginning for the same at a point on the Northerly side of said Naylor Mill Road at the intersection of the Northerly side of said Naylor Mill Road with the approximate high-water mark of the run of Naylor Mill Branch, (1) thence by and with the Northerly side of said Naylor Mill Road the three following courses and distances: (a) South 74 degrees 19 minutes East, a distance of 112.41, to the beginning of a curve; (b) thence by and with said curve to the right having a radius of 1930.08 feet and a length of 224.56 feet with a chord bearing of South 70 degrees 58 minutes 59 seconds East, a chord distance of 224.43 feet; (c) thence South 67 degrees 39 minutes East, a distance of 474.02 feet, to the southwesterly corner of the lands of Wicomico County (2) thence by and with the lands of Wicomico County the four following courses and distances: (a) thence North 22 degrees 20 minutes 59 seconds East, a distance of 10.00 feet; (b) thence North 67 degrees 20 minutes 59 seconds East, a distance of 28.28 feet; (c) thence North 22 degrees 20 minutes 59 seconds East, a distance of 1935.60 feet; (d) thence South 67 degrees 39 minutes 01 seconds East, a distance of 952.72 feet to the westerly side of a 50' right of way known as Paleo Lane (unimproved portion); (3) thence by and with the westerly side of the said right of way North 18 degrees 29 minutes 59 seconds East, a distance 1356.83 feet, more or less, to the approximate high water mark of the run of Naylor Mill Branch, (4) thence by and with the traverse line of said approximate high water mark of the

run of Naylor Mill Branch the seven following courses and distances; (a) South 65 degrees 05 minutes 42 seconds West, a distance of 269.68 feet; (b) South 78 degrees 01 minutes 53 seconds West, a distance of 531.67 feet; (c) South 63 degrees 00 minutes 06 seconds West, a distance of 1117.61 feet; (d) South 50 degrees 18 minutes 57 seconds West, a distance of 825.88 feet; (e) South 29 degrees 04 minutes 13 seconds West, a distance of 566.82 feet; (f) South 03 degrees 52 minutes 48 seconds East, a distance of 607.63; (g) South 66 degrees 13 minutes 04 seconds West, a distance of 225.14 feet, to the place of beginning, containing 62.74 acres of land, more or less; Being all and the same property as shown on a plat titled "Boundary Survey for Wicomico County Parks and Recreation" prepared by Parker and Associates, Inc., dated November 25, 2014, and intended to be recorded simultaneously herewith.

BEING all and the same property conveyed unto the City of Salisbury by Charles E. Hearne, Jr., Stanley G. Robins and Raymond S. Smethurst, Jr. by deed dated July 9, 1969 and recorded among the Land Records of Wicomico County, Maryland in Liber 697, Folio 108; EXCEPTING all that tract or land being conveyed to Wicomico County per Liber 1002, Folio 43, recorded in the Land Records of Wicomico County, Maryland on November 22, 1983.

REFERENCE to the aforesaid deed, plat and to preceding deeds of the property hereby conveyed, and to the references therein contained, is hereby made as a part hereof as if herein fully set forth.

TOGETHER with the buildings and improvements thereon and all of the rights, ways, roads, waters, privileges, and appurtenances thereto belonging or in any manner appertaining; SUBJECT, HOWEVER, to the right of the Grantor to have access to and to use the "Paleo Channel" which is a source of public water supply underneath the property hereby conveyed.

TO HAVE AND TO HOLD the above-described property unto the said Wicomico County, Maryland, a body corporate and politic, its successors and assigns, forever in fee simple, for its use as a recreational area by all of the citizens of Wicomico County, Maryland, provided that the within Grantee shall not convert the use of the land and the project planned therefor to any use other than public outdoor recreation and open space use in substantially the same configuration as proposed to the City by Wicomico County in the "Concept Site Plan Henry S. Parker Athletic Complex" made by Parker & Associates (attached as Exhibit 1); any other use or configuration must cause no greater environmental impact (including but not limited to any impact upon the Paleo Channel) than as shown in the said concept site plan and as described in the July 31, 2015 letter of Brock E. Parker to the Wicomico County Executive (attached as Exhibit 2). Any substantial change in configuration that causes a greater environmental impact than as described above or

any change in use shall not occur without the prior written approval of the City, the Secretary of Natural Resources, and the Secretary of the Department of State Planning. Additionally said approval shall not be granted unless the applicant replaces the project and/or facilities with property of at least equivalent area and of equivalent open space value.

AS WITNESS, our hands and seals the day and year first above written.

ATTEST:

CITY OF SALISBURY, MARYLAND

\_\_\_\_\_

BY: \_\_\_\_\_  
James Ireton, Jr., Mayor  
Grantor

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

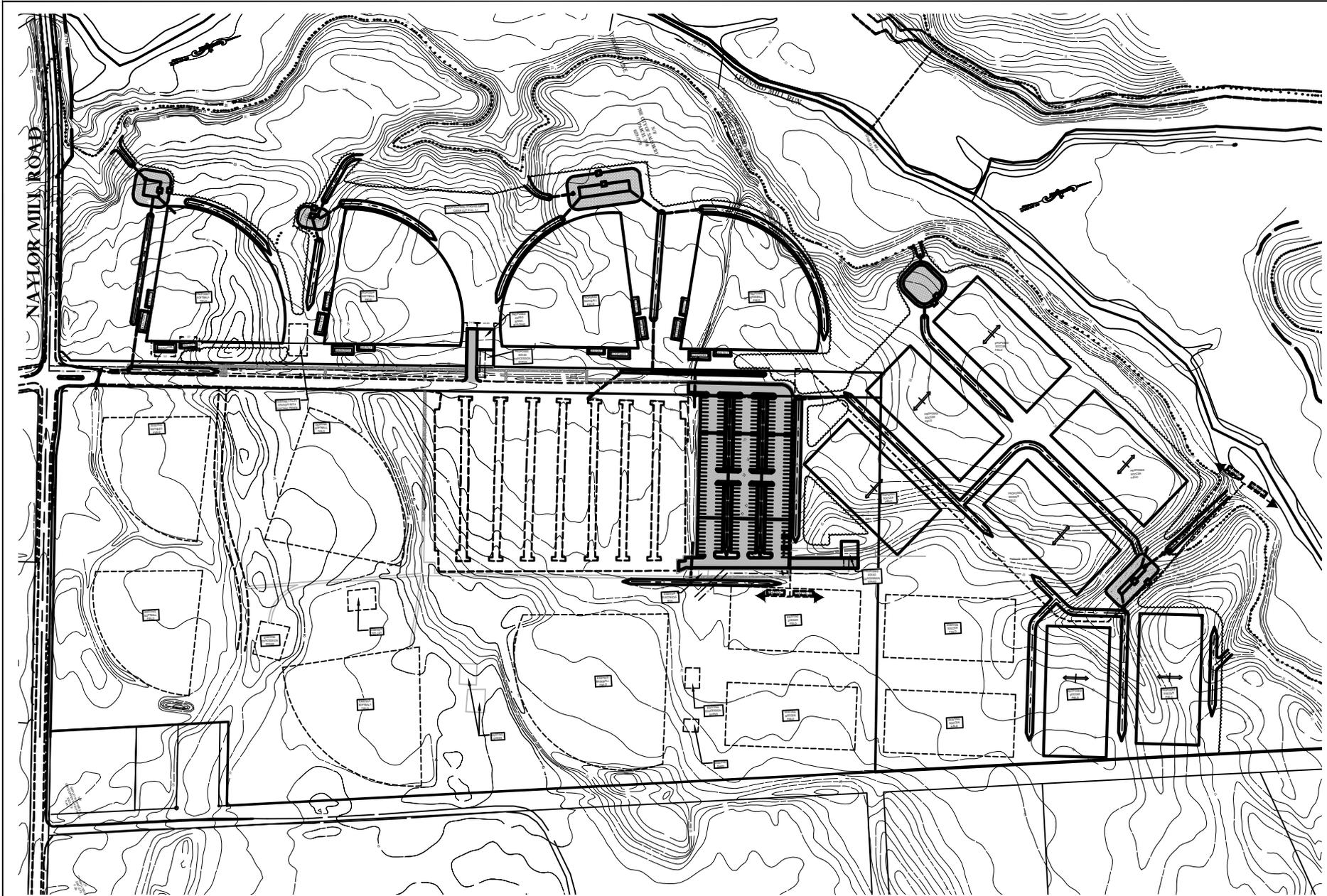
I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the subscriber, a Notary Public, in and for the state and county aforesaid, personally appeared James Ireton, Jr. who acknowledged himself to be the Mayor of the City of Salisbury, and that he, as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing, in my presence, the name of City of Salisbury, Maryland by himself as Mayor and certified that this conveyance is not part of a transaction in which there is a sale, lease, exchange, or other transfer of all or substantially all of the property and assets of the City of Salisbury, Maryland.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

I HEREBY CERTIFY that the foregoing Deed was prepared by or under the supervision of an attorney licensed to practice law in the State of Maryland.

\_\_\_\_\_  
S. Mark Tilghman, Esquire



NAYLOR MILLS ROAD

SHEET 1	
DATE	08/15/13
SCALE	1" = 100'
PROJECT	WALK
NO.	0002

**CONCEPT SITE PLAN**  
**HENRY S. PARKER ATHLETIC COMPLEX**  
 NAYLOR MILLS ROAD  
 FOR WICOMICO COUNTY  
 WICOMICO COUNTY, MARYLAND  
 DATE: 08/15/13  
 SCALE: 1" = 100'  
 PROJECT: WALK  
 NO.: 0002

PLAN APPROVED  
 WICOMICO COUNTY DEPARTMENT OF PUBLIC WORKS  
 APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_





528 RIVERSIDE DRIVE  
SALISBURY, MD 21801  
PHONE: 410-749-1023  
FAX: 410-749-1012  
WWW.PARKERANDASSOCIATES.ORG

LAND SURVEYING • CIVIL ENGINEERING • LAND PLANNING • FORESTRY SERVICES

Mr. Bob Culver, County Executive  
Government Office Bldg.  
125 N. Division Street  
Room 303  
P.O. Box 870  
Salisbury, MD 21803-0870

07/03/15

Ref- Henry S. Parker Athletic Complex Expansion

Dear Mr. Culver,

Pursuant to your request, I offer this letter as a brief description of the engineering strategies utilized in the preparation of the plans provided thus far for the referenced project. As you are well aware, this project is located adjacent to the existing park, in a wooded section of the property. The drainage of the project is provided via a creek that comprises the northerly property boundary of the tract.

Immediately upon consideration of this project, we identified several facets of this design that needed enhanced strategies to ensure that any detrimental impacts will be minimized. The design considerations we gave a lot of extra thought to were the stormwater management, the forest conservation, the paleochannel, and the sensitive stream that borders the property. Please accept this letter as a description of our efforts to maximize the benefits of these design considerations.

As with any development project in the State of Maryland, there are very defined laws governing each design parameter. These laws are adopted to give the designer the minimum criterion by which the project will be deemed compliant. The compliance with the law is intended to minimize detriment to surrounding properties, but also provide the property owner the ability to develop their property. As opposed to simply complying with the minimum criterion specified in the applicable laws, we were instructed by Wicomico County to significantly exceed all applicable laws governing these design considerations in nearly all of the above parameters. Please see the below list for a description of each:

- **Stormwater Management (SWM).** This project is designed to be in compliance with ESD to the MEP, which is the State's most stringent and environmentally friendly version of the stormwater management ordinance. The overall goal of the SWM ordinance is to remove 80% of the average annual post development total suspended solids load (TSS) and 40% of the average annual post development total phosphorous load (TP). The SWM law also requires enough storage to be provided to capture and treat the runoff from 90% of the average annual rainfall. Further, the criteria for sizing ESD practices are based on capturing and retaining enough rainfall so that the runoff leaving a site is reduced to a level equivalent to a wooded site in good condition. This design, in particular, provides several microbio-retentions, infiltration swales, and structure (quantity management) ponds to meet the requirements.
  - The law requires a 2 year storm (3.5 inches of rain) to be managed. The County has asked me to over manage this facet by managing a 10 year storm (5.6 inches) as well. This results in a 60% increase in management over and beyond that which is required by law.
  - The law also requires a certain amount of runoff to be stored for ESD compliance. The County has asked me to exceed this requirement by providing 25% more volume than that which is required by law.
  - The design captures nearly 100% of the sites runoff and runs it through a filtering device prior to allowing it to be discharged off site. Therefore, there will be no increase in runoff or degradation to the existing stream that comprises our northerly border. All runoff will also be filtered prior to its release either into the ground or into the stream. There will be no pollutant laden runoff drainage directly to the creek.

- **Forest Conservation.** The Forest Conservation Law of the State of Maryland provides direct parameters for any development project in the State. It provides a calculus for the computation of how much woods can be cut, how much must be left, and whether or not off site mitigation or on site supplemental plantings will be required. It also defines the priority preservation areas to be along sensitive creeks.
  - Again, I was under explicit instructions to not only comply with eh law, but exceed the requirements of same. Therefore, we are meeting our requirements entirely on-site, but we are exceeding our forest conservation requirements by 25%.
  - Further, most of our conservation is being provided along the creek. This will provide a significant 100'-200' stream buffer for the preservation of natural habitat along this corridor.
- **Paleochannel.** The law prohibits “uses which discharge excessive amounts of water or use, store or generate raw or waste materials which are ignitable, corrosive, reactive or toxic, such as, but not limited to, manufacture of organic and inorganic chemicals, paint and pigments, petroleum refining, steel, metal products fabrication, electroplating and textile dyeing and finishing”.
  - If you evaluate our proposed use as a Park, this is probably the best use for a project that is to be located above the paleochannel. We do not proposed to store, generate, or handle any hazardous or toxic materials. All fertilizer or herbicides being applied to these fields will be federally approved for use in all areas of our country. Further, we will be tied into the City’s water and Sewerage system so sewage flows will not be discharged into the ground like many of the properties in this neighborhood.
- **Northerly Stream.** There is a non-tidal stream that flows was to the south. This stream flows runoff towards the south.
  - All the way along this stream, we a proposing a 100-500’ wide stream buffer to consist of undisturbed, existing mature woods. This will preserve the vital habitat along this area.
  - Wetlands. Save for one or two possible outfall pipes, we do not propose any significant impacts to any of the existing wetlands that defines the vital area of this creek.

The fact of the matter is that Wicomico County Parks and Rec has given me strict orders to provide the most innovative and environmentally friendly design possible. In my opinion, merely complying with the applicable laws achieves this objective. However, with the overmanagement directive that Parks and Rec has given me, this project will be more than 25% over designed than it must be by law. For a project of this size, that is more than substantial, quite generous, in my opinion. Further, simply considering the proposed use of this property as that of a park, I am finding it hard to comprehend that it is meeting resistance to its development from an environmental perspective. All impervious and other environmental issues have been minimized to the maximum extent practicable. I for one, am proud to be associated with this project and am delighted to present this project as it will be designed and am supremely confident that this project will be as sensitive to its environment as it reasonably could be.

If, upon review of this letter, should you have any questions, please know that I am at your disposal.

Sincerely,



Brock E. Parker, RLS, PE  
Vice President, Parker and Associates, Inc.

# City of Salisbury



**MARYLAND**



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

JAMES IRETON, JR.  
MAYOR

M. THOMAS STEVENSON, JR.  
INTERIM CITY ADMINISTRATOR

JULIA GLANZ  
ASSISTANT CITY ADMINISTRATOR

KEITH A. CORDREY  
DIRECTOR OF INTERNAL SERVICES  
PROCUREMENT DIVISION

## COUNCIL AGENDA – Award of Bids

**September 14, 2015**

- |  |              |
|--|--------------|
| 1. Contract A-22-16<br>Citywide Paving and Milling   | \$515,800.00 |
| 2. RFP 04-15 Change Order #4<br>Main Street Masterplan: Water, Sewer, Stormwater and<br>Streetscape Improvements | \$ 12,250.00 |
| 3. Declaration of Surplus<br>Salisbury Police Department – bicycles, wheelchair and<br>fitness equipment         | \$ 0.00      |

# 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: 410-548-3190 Procurement  
Fax: 410-548-3192 Procurement

KEITH A. CORDREY  
DIRECTOR OF INTERNAL SERVICES

JENNIFER MILLER  
ASST. DIRECTOR OF INTERNAL  
SERVICES

## Council Agenda

September 14, 2015

TO: Mayor and City Council

SUBJECT: Award of Bid  
Contract A-22-16  
Citywide Paving and Milling

The City of Salisbury Internal Services Department, Procurement Division, received a request from the Department of Public Works to solicit bids for Contract A-22-16 Citywide Paving and Milling. The scope of work for this bid solicitation will furnish all of the labor, materials and equipment necessary to perform large milling and paving projects within the City of Salisbury.

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 three (3) vendors submitted a bid by the due date and time of Tuesday, August 25, 2015 at 2:30 p.m.

Vendor	Total Bid
Chesapeake Paving and Sealing, Inc.	\$515,800.00
Alan Myers, Inc	\$615,500.00
George & Lynch, Inc.	\$608,142.00

The vendor that submitted the lowest responsive and responsible bid was Chesapeake Paving and Sealing, Inc. There are sufficient funds to cover this purchase in account 31000-534318.

The Procurement Department concurs with the recommendation submitted by the Department of Public Works and thereby requests Council's approval to award Contract A-22-16 Citywide Paving and Milling to Chesapeake Paving and Sealing, Inc., in the amount of \$515,800.00.

Sincerely,

Jennifer Miller  
Assistant Director of Internal Services – Procurement and Parking



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

MARYLAND

JULIA GLANZ  
ASSISTANT CITY ADMINISTRATOR

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

To: Jennifer Miller, Assistant Director of Internal Services – Procurement & Parking  
From: Michael Moulds, Director of Public Works  
Date: August 28, 2015  
Re: Contract A-22-16 Citywide Paving & Milling

Please process the Award of Bids for the Citywide Paving and Milling Contract. The main function of this contract will be to perform large milling & paving projects that were budgeted under the Citywide Blacktop Program.

Bids were opened on Tuesday, August 25, 2015 at 2:30 p.m. Three contractors responded as follows to provide all labor and materials to perform paving and milling at various street locations within the City Limits of Salisbury, Maryland.

Chesapeake Paving and Sealing Inc.	\$515,800
Alan Myers Inc.	\$615,500
George & Lynch Inc.	\$608,142

Chesapeake Paving has been a reputable contractor for the City of Salisbury Public Works and other state and local municipalities for over 15 years. Public Works has an excellent experience with Chesapeake Paving and have found their work to be improving every year. Contract prices are in line with similar work performed for the City of Salisbury, thereby demonstrating price reasonableness for bid items.

The Public Works Department, upon review and evaluation of the bid submitted, recommends this contract be awarded to Chesapeake Paving & Sealing Inc., in the amount of \$515,800.00. The bid submitted by Chesapeake Paving is financially-feasible and cost-effective.

Funds are available in account number 31000-534318.

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

# City of Salisbury



MARYLAND



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

KEITH A. CORDREY  
DIRECTOR OF INTERNAL SERVICES

JENNIFER MILLER  
ASST. DIRECTOR OF INTERNAL  
SERVICES

JAMES IRETON, JR.  
MAYOR

M. THOMAS STEVENSON, JR.  
CITY ADMINISTRATOR

JULIA GLANZ  
ASSISTANT CITY ADMINISTRATOR

## Council Agenda

September 14, 2015

TO: Mayor and City Council

SUBJECT: Change Order #4 to RFP 04-14  
Main Street Masterplan: Water, Sewer, Stormwater and Streetscape Improvements

The City of Salisbury Internal Services Department, Procurement Division, received a request from Salisbury Public Works (SPW) to process Change Order #3 in the amount of \$12,250.00 for RFP 04-14 Main Street Masterplan: Water, Sewer, Stormwater and Streetscape Improvements. This Change Order would provide for the design of the broadband conduit into the Main Street Masterplan drawings.

Funds are available in the following project account:

30100-513020-33170 Main Street Masterplan	\$12,250.00
---	-------------

The Department of Internal Services, Procurement Division, requests Council's approval to process Change Order #4 as noted above to A. Morton Thomas & Association, Inc., in the amount of \$12,250.00.

Sincerely,

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

# City of Salisbury



MARYLAND



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

JAMES IRETON, JR.  
MAYOR

M. THOMAS STEVENSON, JR.  
CITY ADMINISTRATOR

JULIA GLANZ  
ASSISTANT CITY ADMINISTRATOR

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

TO: Jennifer L. Miller, Assistant Director of Internal Services-Procurement  
FROM: Michael S. Moulds, P.E., Director of Public Works *M.S.M.*  
DATE: August 10, 2015  
SUBJECT: Change Order No. 4  
Contract No. RFP 04-14  
Main Street Masterplan: Water, Sewer, Stormwater, and Streetscape Improvements

---

Please process Change Order No. 4 for the Main Street Masterplan project. This change order will authorize design services for the consultant engineer, A. Morton Thomas & Associates, Inc. (AMT), to incorporate conduit design into the plans for the installation of fiber optics, as outlined in the attached AMT proposal, dated July 28, 2015.

The conduit design will be based on schematic drawings prepared by Maryland Broadband. Incorporating the conduit design into the construction plans and bid documents is necessary to have this work competitively bid along with the rest of the project. Also, including the conduit on the AMT plans is important as it will ensure that the conduit can be installed in the most efficient manner and will avoid conflicts with other utilities that are proposed for this project. It is of particular importance that the conduit is designed by AMT as the main conduit must be installed in a straight line without any bends which is critical when the fiber optic lines are pulled through the conduit.

As of July 2, 2015, the plans and specifications are at 95% completion, so including the conduit design into the Scope of Work (SOW) at the end of the project will entail an extended timeline for the design services and will push back the bidding of the project into early December.

Public Works recommends award of this change order in the amount of \$12,250.00. Funding is available in account number 30100-513020-33170.



July 28, 2015

**Mr. Paul Mauser**  
City of Salisbury Public Works  
Bureau of Engineering  
125 N. Division Street, Room 202  
Salisbury, MD 21801

**Re:** Professional Engineering Services – Extra Work Order  
Broadband Conduit Design  
Salisbury Main Street  
AMT: 114-030.001 Change Order #5

Dear Mr. Mauser:

The City has requested an Extra Work Order from AMT to provide the design, notes and details to incorporate conduit into the roadway design plans for the use by MD Broadband. We project limits will include the full length of Main street (West and East) that was included in our original services; from Mill Street to US 13. We will assume that most if not all the facilities will be placed under the proposed sidewalk and that AMT will design the conduit while MD Broadband will design of the Fiber Optic lines. This proposal was based on the conduit location indicated in a sketch drawing provided to AMT.

#### SCOPE OF WORK

AMT will provide on the construction plans the location of the proposed fiber optic services for all buildings within the project limits (along Main Street; and 100 ft north and south on Division Street). The following is AMT's understanding of this task:

1. **Main Conduit:** The main conduit will consist of a singular 4" PVC Schedule 80 line that runs parallel to the street. This conduit can be located below the sidewalk, beside the water main, or wherever the best location is to avoid conflicts with utilities. A sketch is provided that shows the location that was desired by MD Broadband but it can be adjusted. (See attached sketch). We will review the conduit layout for other utility conflicts, assuming a depth of 42" for the 4" PVC.
2. **Hand Holes:** (detail provided by MD Broadband). The attached sketch provides tentative locations for handholes but can be adjusted. There are 22 locations shown. The handholes are shown approximately every 6 - 7 connections. Hand Holes are very large (~ 32" x 50"). They will need to be located outside of the road, under the sidewalk. Placement will require avoidance of other utilities in the roadway. Additional details will be required for placement within the area of the Silva Cells.
3. **Service Lines:** service lines are not shown on the attached sketch. One service line should be shown to each building. The service lines will be 1 ¼" flexible PVC SDR 11 conduit and will be run directly from the Hand Holes to the buildings. We will assume the service line will tie into the building at the same location as the water service line, however, coordination with MD Broadband will be required.

4. Detail of Service Line Termination: The City's Contractor will terminate the service line flush with the top grade of sidewalk directly abutting the building. We will prepare a detail or note on the plans to cap the PVC flush with top of grade.
5. Meetings: AMT expects to attend 2 meetings (or conference calls) with the City and MD Broadband to review plans and modify the design.
6. Cost Estimate: compute quantities and cost estimate for installation of conduit
7. Specifications: Provide required specification notes and Special provisions for conduit material, construction, measurement and payment.

#### ASSUMPTIONS

1. AMT will not be designing the Fiber Optic Lines
2. AMT will not be designing the connection to the existing fiber optic network
3. AMT will be provided the individual building service line connection locations

#### SCHEDULE

- Submit Conduit location 1<sup>st</sup> Review: 10 days after City approves this EWO
- Submit Conduit location Final Submittal: Open to discussion with the City; as a possible contract Addendum after advertisement

#### FEE

We will provide the services listed for the fee noted below and detailed on the attached worksheet:

Survey, Design and Construction Plans = \$12,250.00

If you have any questions, please call me.

Sincerely,  
A. MORTON THOMAS AND ASSOCIATES, INC.



Kathleen Walsh, P.E.  
Associate

# City of Salisbury



MARYLAND

Salisbury



2010

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

September 14, 2015

TO: Mayor and City Council  
RE: Declaration of Surplus – Bicycles, Wheelchair and Fitness Equipment  
Salisbury Police Department

The City of Salisbury Internal Services Department – Procurement Division received three separate requests from the Salisbury Police Department to declare the following items as surplus:

- 36 bicycles
- 1 wheel chair
- 13 pieces of fitness equipment

The bicycles and the wheelchair were found, forfeited or unclaimed, and attempts to return these items to known owners have been unsuccessful. It is the suggestion of the Salisbury PD that the bikes are either sold at auction or donated locally, and the wheelchair to be sold at auction. The fitness equipment is broken or unused/duplicate equipment at the Salisbury PD's Fitness/Exercise Room, and is suggested to be sold at auction. A detailed list of all items is included.

The Procurement Division requests Council's approval to declare the noted items "surplus" and to allow the Salisbury PD to dispose of them as requested.

Sincerely,

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

# City of Salisbury



JAMES IRETON JR.  
MAYOR  
TOM STEVENSON  
CITY ADMINISTRATOR



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



BARBARA DUNCAN  
CHIEF OF POLICE

August 11, 2015

To: Jennifer Miller  
From: Major Scott Kolb  
Subject: Recommendation for Surplus of Bicycles/Wheel Chair

I am requesting that the attached list of bicycles and wheel chair be deemed surplus. These items will be sold through Property Room. Com and/or will be donated locally.

Respectfully,

A handwritten signature in blue ink, appearing to read "Scott Kolb".

Scott Kolb  
Administrative Commander

Police Department

Salisbury, Maryland

MEMORANDUM 86-15

August 10, 2015

To: Major S. Kolb  
Sgt. C. Devoe  
Purchasing Department

From: Teresa Tyndall  
Property Custodian

Subject: Auction of Unclaimed Property

Attached is a copy of the 26 bicycles, 1 wheelchair from the Salisbury Police Department's Property Vault which were found, forfeited or unclaimed. These items will be sold, with your approval, at the Property Room.Com Auction. All known owners of this property have been contacted either by mail or by phone and have made no attempt to claim this property.

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

Distribution

Chief of Police  
Administrative Commander  
Administrative Sergeant  
CALEA: 84.1.7

SURPLUSED BICYCLES FOR  
PROPERTYROOMS.COM

Incident	Brand Name	Model	Description	Serial Number
2014-12933 E 1of3			Black-beach cruiser	A1C12796
2014-20222	ThrustNose		BMX style, Orange	G1211085746
2014-29486	Thruster		BMX, Blue	G1314483562
2014-32426	Mongoose		Black-BMX style	SNFSD13KF9649
2014-34766			Silver	
2014-35238	Western Flyer		Light Blue	
2014-37483	Avigo		BMX-Blue	2800927071
2014-37998			BMX-Black w/Green	G1203117007
2014-38359	Antelope	Trex 830	Black	TOAX49468
2014-38471	Huffy		Women's, Faded pink	K45979111712H026
2014-38993	Element Racing	GSX	21 Speed, Purple	HL326860
2014-39832	Huffy		Black	
2014-40022	Hardrock		Specialized blue	
2014-40032	Rallye		BMX Style	GY956418
2014-40519	Magnum		Purple, Mountain	Z46777888
2014-41978	Trek		Red/Black, Mountain	78725541
2014-42358	Chaos	Thruster	BMX-Lime Green	TBT-0415C93K9154
2014-42559	Quest	Omega	18 Speed, Red/Silver	8070326703
2014-42729			Gold Cruiser	
2014-44939	Huffy		Beach Cruiser, Single Speed,Black	SNH8810H41304
2014-46029	Raleigh	SC-30	Mountain, Blue,Gray	
2014-46654 1of3			Black,Mountain	71138672
2014-46654 2of3	Lalolla		Purple/Tan Beach Cruiser	FGS130301744
2014-46660	Kent Trouble		Girls, BMX,spray painted	HS130612096
2014-46994	Trek	Single Track	Black/White	TBI0451
2014-49193	Huffy		Black	SNHFF1CH00768

SURPLUSED PROPERTY FOR  
PROPERTYROOMS.COM

Property Number	Brand Name	Model	Description	Serial Number
2014-27823	Silver Sport II		Black Wheel Chair	

# City of Salisbury



JAMES IRETON JR.  
MAYOR  
TOM STEVENSON  
CITY ADMINISTRATOR



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



BARBARA DUNCAN  
CHIEF OF POLICE

August 11, 2015

To: Jennifer Miller  
From: Major Scott Kolb  
Subject: Recommendation for Surplus of Bicycles

I am requesting that the attached list of bicycles be deemed surplus. These items will donated to a local organization.

Respectfully,

A handwritten signature in blue ink, appearing to read "S. Kolb".

Scott Kolb  
Administrative Commander

Police Department

Salisbury, Maryland

MEMORANDUM 110-15

August 10, 2015

To: Major S. Kolb  
Sgt. C. Devoe  
Purchasing Department

From: Teresa Tyndall  
Property Custodian

Subject: Bicycles for Donation

Attached is a copy of the 10 bicycles from the Salisbury Police Department's Property Vault which were found, forfeited and unclaimed. **These bicycles will be donated at a local organization.** All known owners of this property have been either contacted by mail or by phone and have made no attempt to claim this property.

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

Distribution

Chief of Police  
Administrative Commander  
Administrative Sergeant

SURPLUSSED BICYCLES FOR DONATION

Property Number	Brand Name	Model	Description	Serial Number
2012-30493	Bianche		Men's bike	
2014-12933 F	Roadmaster	Mt Fury	Blue	SNFSD07HA6661
2014-12933 G	Sierra	Quest	15 speed Maroon/Black	LWFH131559
2014-29946	Huffy		Blue, 10speed	
2014-40108	Quest		Men's, Mountain, dark green	LWFH163120
2014-43903	Jamis	Aurora	Black, Men's	U89U14574
2014-46654	Genesis		Black, Beach Cruiser	CS131046286
2014-46744			Men's, Black, Blue, 18 speed	75312510
2014-47679	Huffy		Mountain, Silver, Red, Pink	AL13A107984
2014-49761	Magna		Purple/White	99TD151735

# City of Salisbury



JAMES IRETON JR.  
MAYOR  
TOM STEVENSON  
CITY ADMINISTRATOR



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



BARBARA DUNCAN  
CHIEF OF POLICE

July 30, 2015

To: Jennifer Miller  
From: Major Scott Kolb  
Subject: Recommendation for Surplus of Fitness Equipment

I am requesting that the attached list of Fitness Equipment be deemed surplus. These items will be sold through Property Room. Com in "as is" condition.

Respectfully,

A handwritten signature in black ink, appearing to read "Scott Kolb".

Scott Kolb  
Administrative Commander

Police Department

Salisbury, Maryland

MEMORANDUM 122-15

July 30, 2015

To: Major Kolb  
Sgt. Devoe  
Purchasing Department

From: Personnel Committee

Subject: Auction of Fitness Equipment

Attached is a list containing 13 pieces of fitness machines/equipment from the Salisbury Police Department's Fitness/Exercise Room. With your approval, we would like to sell these items through PropertyRoom.Com.

Four pieces: Rear Delt Pec Fly, Compound Row, Schwinn Wind Rigger and Life Fitness Bicycle are broken; the other NINE pieces: Super Pullover, Leg Curl, Lateral Raise, Seated Dip, Tricep, Lower Back, Rotary Torso, Induction/Adduction, and Chest Shoulder are not being used or are duplicate machines. Selling this equipment will create more space, allowing more area to move.

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

Salisbury Police Department  
 Exercise/Fitness Equipment  
*Surplus Request*

Machine #	Machine Name	Serial #	Model #
4	Rear Delt Pec Fly	S3RDF030299	S3RDPF
5	Super Pullover		
6	Compound Row	2CRXXX980125	2CR
8	Leg Curl		
11	Lateral Raise	N6575	
12	Seated Dip	134936	
14	Tricep		
15	Lower Back		
16	Rotary Torso		
19	Induction/Adduction		
No #	50 Chest Shoulder		
	Life Fitness Bicycle		
	Schwinn Wind Rigger Rower		

\*\*Serial numbers and/or model numbers are provided for the machines that contained them. \*\*

# Office of Community Development

## MEMO

---

**To: Tom Stevenson**

**From: Deborah Stam**

**Subject: Resolution to Accept a Donation of \$10,000 from the Salisbury Skatepark Committee for the Construction of Phase 1 of the Salisbury Skatepark**

**Date: September 4, 2015**

---

As you are aware, construction of Phase 1 of the Salisbury Skatepark is well underway. The Salisbury Skatepark Committee has been continuing their fundraising efforts, and they have raised an additional \$10,000 which they would like to donate for the construction of Phase 1. These additional funds will enable us to execute a change order to the contract to expand the amount of skating surface that will be created in Phase 1.

Attached is a Resolution accepting the donation of \$10,000 from the Salisbury Skatepark Committee for Phase 1 of the Skatepark. Please forward these documents to the City Council so that this item may be placed on the agenda for the Council meeting on September 14, 2015.



Deborah J. Stam  
Community Development Director

Attachment  
CC: Julia Glanz  
Ginny Hussey  
Bobby Schaller

1  
2  
3  
4 **RESOLUTION NO. 2545**  
5

6 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND ACCEPTING A  
7 DONATION IN THE AMOUNT OF \$10,000 FROM THE SALISBURY SKATEPARK  
8 COMMITTEE, INC. TO BE UTILIZED FOR THE CONSTRUCTION OF PHASE 1 OF THE  
9 SALISBURY SKATEPARK.  
10

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

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

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

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

24 WHEREAS, the Salisbury Skatepark Committee, Inc. has offered to donate an additional  
25 \$10,000 to expand the budget for Phase 1 of the skatepark, thereby increasing the amount of skating  
26 surface that will be created.  
27

28 NOW, THEREFORE, BE IT RESOLVED THAT, the City of Salisbury, Maryland does  
29 hereby accept a donation of \$10,000 from the Salisbury Skatepark Committee, Inc. for Phase 1 of  
30 the Salisbury Skatepark.  
31

32 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council  
33 of the City of Salisbury, Maryland held on September 14, 2015, and is to become effective  
34 immediately.  
35  
36  
37

38 \_\_\_\_\_  
39 Kimberly R. Nichols  
40 CITY CLERK  
41

\_\_\_\_\_   
Jacob R. Day  
COUNCIL PRESIDENT

42  
43  
44 APPROVED BY ME THIS  
45 \_\_\_\_\_ day of September, 2015.  
46  
47  
48

49 \_\_\_\_\_  
50 James Ireton, Jr.  
51 MAYOR  
52

# City of Salisbury



MARYLAND



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

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

JAMES IRETON, JR.  
MAYOR

TOM STEVENSON  
CITY ADMINISTRATOR

JULIA GLANZ  
ASSISTANT CITY ADMINISTRATOR

## Memorandum

**To:** Tom Stevenson, City Administrator

**From:** Mike Moulds, Director of Public Works 

**Date:** September 9, 2015

**Copy:**

**Re:** Lowe's Hero's Project Waterside Playground Donation Resolution

---

Attached is a letter from Mr. William Braxton who is the assistant store manager at the Lowes Store in Salisbury. Lowes has selected the Waterside Playground as the location for their Hero's Project for 2015. They would like approval to donate the labor and materials toward beautification of the playground including installation of a new gazebo, picnic tables, landscaping, mulch and paint. It is their desire to start on the project this month.

The Department of Public Works has reviewed the offer from Lowe's and is in support of the project.

We are requesting approval of the attached Resolution accepting the donation from Lowe's Companies, Inc. Store No. 424 of Salisbury. The estimated value of the materials for this project is \$3,500.

Attached is a copy of donation request, along with the proposed Resolution.

Unless you or the Mayor have any questions, we are requesting approval to include this on the September 14<sup>th</sup> Legislative Session Agenda so that they can start on the project.

September 7, 2015

Michael Moulds

City of Salisbury, Maryland

Dear Mr. Moulds,

I am a writing this letter on behalf of Lowe's , we have selected the water side playground for our Lowe's Hero's Project for 2015. We will supply all materials and man power to work on the playground. We are hoping to start on the project by the middle of September. We have also donated a 12 foot by 10 foot gazebo that will be constructed on the site.

Here is the list of items that we will work on:

1. Painting the existing swing set.
2. Weed the area under the swing set and put down new mulch.
3. Donate picnic tables( they will be stained)
4. Paint the sign by the road.
5. Put in new shrubs and flowers on the property.
6. Construct the new gazebo.
7. Power-wash all play equipment.

Please feel free to contact me with any questions.

Will Braxton

Assistant Store Manager

Lowe's Store 424 Salisbury, Maryland

RESOLUTION NO. 2546

A RESOLUTION OF THE CITY OF SALISBURY MARYLAND ACCEPTING THE DONATION OF LABOR AND MATERIALS FOR THE BEAUTIFICATION OF WATERSIDE PLAYGROUND.

WHEREAS, The City of Salisbury is interested in improving the City's recreation facilities; and

WHEREAS, Lowe's Companies, Inc. Store No. 424 of Salisbury has selected the City Waterside Playground as the location for their Hero's Project for 2015; and

WHEREAS, the Hero's Project includes the donation of labor and materials at an estimated value of \$3,500 including construction of a new gazebo, picnic tables, landscaping, painting and mulch; and

WHEREAS, Lowe's Companies, Inc. Store No. 424 of Salisbury is requesting approval of the donation to the City; and

NOW, THEREFORE BE IT RESOLVED, that the Council of the City of Salisbury, will accept the donation of the Hero's Project labor and materials for the beautification of Waterside Park.

THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this \_\_\_\_ day of \_\_\_\_\_, 2015 and is to become effective immediately upon adoption.

ATTEST:

\_\_\_\_\_  
Kimberly R. Nichols  
CITY CLERK

\_\_\_\_\_  
Jacob R. Day  
PRESIDENT, City Council

APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
James Ireton, Jr.  
MAYOR, City of Salisbury

# 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: Thomas Stevenson, Jr., City Administrator  
From: Michael Moulds, P.E., Director of Public Works *MM*  
Date: August 7, 2015  
Re: Delmarva Power Easements – Salisbury Wastewater Treatment Plant

---

Salisbury Public Works is working with Delmarva Power to upgrade and bury the electric service into the Wastewater Treatment Plant (WWTP). The existing service is aerial. Over the past year, ospreys have built nests on the electric utility poles. The branches used for the nests have caused numerous power failures at the WWTP. When the power fails, the WWTP generator comes on to provide power to the plant. Even though this redundant process is in place, it is not desirable to have the power disconnected to the plant. By burying the electric service, it will eliminate the potential for branches to disrupt the service.

Delmarva Power prepared the attached Utility Easement Agreement. The language is the same as the easements which were recently executed for upgrades at the Northside and Southside pumping stations. The agreement allows Delmarva Power to install and maintain the electric equipment.

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

**ORDINANCE 2353**

AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND GRANTING A UTILITY EASEMENT TO DELMARVA POWER & LIGHT COMPANY ACROSS CITY OWNED PROPERTY ON MARINE ROAD IN SALISBURY, MARYLAND.

WHEREAS, the City of Salisbury owns the Wastewater Treatment Plant located on Marine Road; and

WHEREAS, the City of Salisbury is performing upgrades at the Wastewater Treatment Plant; and

WHEREAS, the upgrades include burying existing aerial electric facilities on the City owned site; and

WHEREAS, Delmarva Power has requested that the City enter into a Utility Easement Agreement, attached hereto, that allows Delmarva Power the right to construct, operate and maintain the infrastructure in association with the Wastewater Treatment Plant property.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that the City of Salisbury allows Delmarva Power & Light Company to construct, operate and maintain infrastructure within the Wastewater Treatment Plant property and that the Mayor is authorized to execute the Utility Easement Agreement.

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

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on the \_\_\_ day of \_\_\_\_\_, 2015, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the \_\_\_ day of \_\_\_\_\_, 2015.

ATTEST

\_\_\_\_\_  
Kimberly R. Nichols, City Clerk

\_\_\_\_\_  
Jacob R. Day, President  
Salisbury City Council

Approved by me this \_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
James Ireton, Jr. Mayor

Tax Parcel No.: **1126, Map 0113**  
Wicomico County, Md.

Prepared By & Delmarva Power & Light Company  
Return To: Right- of-Way Department  
2530 N. Salisbury Blvd.  
Attn: Real Property  
Salisbury, MD 21801

### UTILITY EASEMENT AGREEMENT

**THIS EASEMENT AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between THE CITY OF SALISBURY, a Municipal Corporation of the State of Maryland, (“Grantor”) and DELMARVA POWER & LIGHT COMPANY, a corporation of the State of Delaware and the Commonwealth of Virginia (“Delmarva”),

#### WITNESSETH:

WHEREAS, Grantor is the owner of land located in the State of Maryland, the County of Wicomico, which land abuts on Marine Rd, Salisbury, and is recorded in the Land Records for Wicomico County, Maryland in Liber **00333**, Folio **00003**.

For and in consideration of the payment by Delmarva of the sum of one dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor grants to Delmarva a perpetual easement and right of way and agrees as follows:

1. Delmarva shall have the right to install, operate, maintain, add to, extend, relocate and remove its ELECTRIC (X), GAS ( ), COMMUNICATION (X), and other appropriate facilities, and accessories and appurtenances thereto to extend Delmarva’s systems and to provide services to Delmarva’s service areas; including any other cables, conduits, fiber optic cables and wires on, over, under and across Grantor’s land which may become necessary to provide such services as shown on Exhibit “A” attached hereto and made a part hereof and designated as a 1,768 +/- square feet Easement Area.
2. The facilities installed pursuant to this agreement shall remain the property of Delmarva and all maintenance, repairs and removals of said facilities shall be the responsibility of Delmarva.
3. Delmarva shall have the right to trim, remove, and/or otherwise maintain all trees and underbrush located 15 feet on each side of the centerline of Delmarva’s facilities.
4. Delmarva shall have the rights of ingress, egress and regress to and over Grantor’s land as necessary for the enjoyment of the rights granted herein.

5. Grantor agrees not to place any improvements, including trees or other foliage, within 10 feet of the opening side of any enclosed equipment installed under the terms of this Agreement and shall not construct any structures or improvements over or under the utility facilities permitted by this Agreement, without written permission from Delmarva.
6. Grantor shall have the right to use the land covered by this Agreement for any lawful purpose not inconsistent with or in contravention of the rights of Delmarva.
7. Grantor covenants that it is seized of and has the right to convey the foregoing easement, rights and privileges; agrees that Delmarva shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges.
8. Grantor agrees that this Utility Easement Agreement shall be binding upon and inure to the benefit of Grantor and Delmarva and their respective heirs, personal representatives, administrators, successors and assigns.
9. Grantor hereby certifies that the actual monetary consideration paid for this Agreement is \$1.00.
10. Delmarva's utility facilities installed hereunder may, without further consideration, be relocated to conform to new or reestablished highway limits, upon written permission given by Grantor.
11. Delmarva shall restore the surface of Grantor's property to the condition it was prior to any disturbance caused by, and upon completion of, any installation, operation or maintenance of its facilities.

As agent on behalf of Delmarva, I certify that this document was prepared by Delmarva.

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Name: Patrick Sparr  
Title: Engineering Fieldman

AREA INTENTIONALLY LEFT BLANK

WITNESS our hands and seals the day and year aforesaid.

**THE CITY OF SALISBURY**

**WITNESS:**

| \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF COMMONWEALTH OF**

)

**COUNTY OF**

) SS

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BE IT REMEMBERED, That on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally came before me, a notary public, the within named Grantor, \_\_\_\_\_ party(ies) to this indenture and known to me personally to be such, and acknowledged said Agreement to be his/her act of said individual(s) or the act and deed of the corporation or partnership for which he/she signed.

My commission expires: \_\_\_\_\_

\_\_\_\_\_

Notary Public

Seal/Stamp Here  
Notary

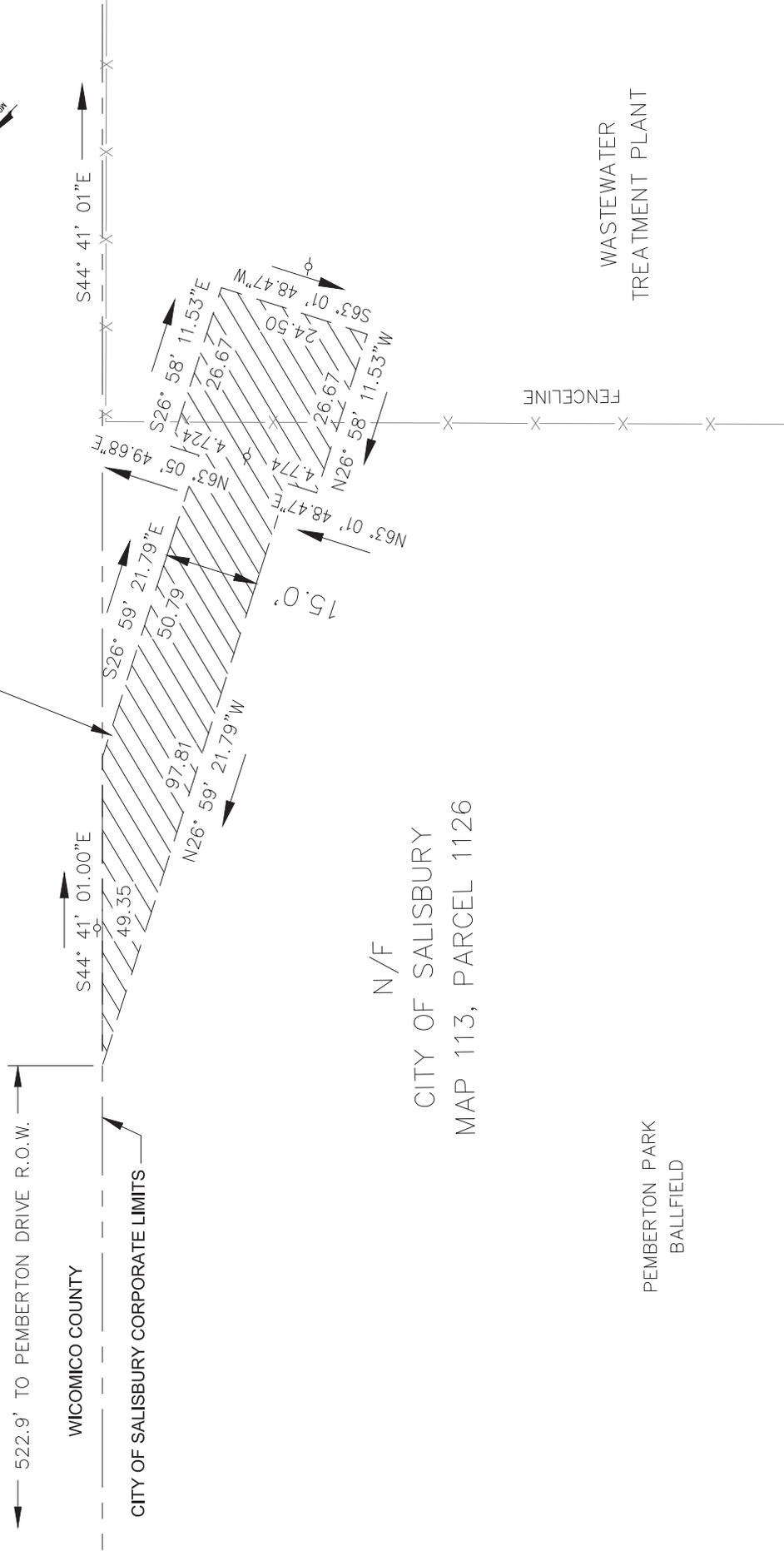
Print Name: \_\_\_\_\_

|

N/F  
 WHALEY FARMS GENERAL PARTNERSHIP  
 C/O CAROLYN WHALEY  
 MAP 37, PARCEL 339

# Exhibit "A"

UTILITY EASEMENT  
 (AREA = 1,767.855 S.F.)



N/F  
 CITY OF SALISBURY  
 MAP 113, PARCEL 1126

DWG. NO. DCA16001
DATE: 08/04/15
SCALE: 1"=20'
REVISED:
SHEET 1

EASEMENT FOR ELECTRICAL UTILITY  
 AT WASTEWATER TREATMENT PLANT

CITY OF SALISBURY  
 SALISBURY PUBLIC WORKS

