



City of Salisbury



CITY COUNCIL AGENDA

April 27, 2015
Government Office Building

6:00 p.m.
Room 301

Times shown for agenda items are estimates only.

6:00 p.m. CALL TO ORDER

6:01 p.m. WELCOME/ANNOUNCEMENTS

6:03 p.m. CITY INVOCATION - Pastor Robert C. Reinert, Faith Baptist Church

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

6:07 p.m. PRESENTATIONS

- Presentation of Service Awards for City of Salisbury employees
- Proclamations
 - Celebrating Entrepreneurship Week
 - Celebrating Salisbury Arts & Entertainment District Award

6:25 p.m. ADOPTION OF LEGISLATIVE AGENDA

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

- April 6, 2015 work session minutes
- April 13, 2015 regular meeting minutes
- Approving a Manufacturing Exemption for Delmarva Printing and Design, Inc. for equipment purchased in 2008, 2009 and 2010
- Resolution No. 2492 - to approve a lease with Shore Fresh Growers Association for the purpose of operating a producer's farmers' market in Downtown Salisbury
- Resolution No. 2493 - to approve a lease with the Salisbury Area Chamber of Commerce for the purpose of operating a Park & Flea Market in Downtown Salisbury
- Resolution No. 2494 - authorizing the Mayor to sign the grant agreement and accept a grant of \$68,785.00 from Maryland Department of the Environment for Salisbury City Yard comprehensive environmental site design
- Resolution No. 2495 - to enter into a commercial lease agreement accepting the donated space of 800-E South Salisbury Boulevard and authorizing the Chief of Police or designee to sign the lease agreement

- 6:30 p.m. **PUBLIC HEARING – Ordinance No. 2323 – 2nd reading** - Northeast Collector supplemental ordinance to restructure the Aydelotte property TIF bonds
- 6:45 p.m. AWARD OF BIDS – Assistant Director of Internal Services – Procurement & Parking
Jennifer L. Miller
- Contract RFP 10-15 – WWTP Upgrade Construction Mgmt and Inspection Services
 - Change Order #1 – RFP 09-14 Real Estate Consulting Services
 - Change Order #3 – RFP 01-11-11 Automated Speed Enforcement System (change to contract sum from percentage of revenue to a per system cost)
- 7:00 p.m. RESOLUTIONS – City Administrator Tom Stevenson
- Resolution No. 2496 - approving the City’s Action Plan for Community Development Block Grant (CDBG) funds for CDBG Program Year 2015 and to authorize the Mayor’s signature thereto
- 7:10 p.m. ORDINANCES - City Attorney Mark Tilghman
- Ordinance No. 2320 – 2nd reading - to amend Salisbury Municipal Code Sections 17.04.120 Definitions and 17.166.040 Nonconforming Uses for the purpose of amending the definition of significant amount, and to add Sections 17.166.090 and 17.166.100 for the purpose of allowing inspections and administrative search warrants by the City, and; stating certain findings; providing for the application of the ordinance; and generally relating to adult entertainment business
 - Ordinance No. 2321 – 2nd reading – to amend Salisbury Municipal Code Section 5.08.010 Definitions for the purpose of amending the definition of significant amount; stating certain findings; providing for the application of the ordinance; and generally relating to adult entertainment business
 - Ordinance No. 2322 – 2nd reading – authorizing the City to issue and sell general obligation bonds in an amount not to exceed thirty-eight million dollars (\$38,000,000) for the purpose of financing, reimbursing or refinancing costs incurred in connection with Enhanced Nutrient Removal (ENR) and Biological Nutrient Removal (BNR) upgrades
 - Ordinance No. 2324 – 2nd reading – approving a budget amendment of the FY15 General Fund to appropriate funds to purchase one hundred and two (102) replacement radio batteries in the amount of \$10,863.00
 - Ordinance No. 2325 – 2nd reading - approving a budget amendment of the FY15 General Fund to appropriate funds to upfit Salisbury Police Department Tactical Team equipment with respect to officer and public safety. The equipment will also decrease City liability by outfitting Tactical Officers with fire retardant gear, improve weapon optics and illumination, and storage
 - Ordinance No. 2326 – 2nd reading - amending Chapter 8.04 of the Salisbury Municipal Code to require Enhanced Call Verification (ECV) for alarm dispatch notification systems
 - Ordinance No. 2327 – 2nd reading – setting updated false alarm fees
 - Ordinance No. 2328 - 1st reading - approving a budget amendment of the FY2015 Fire Department budget to transfer insurance funds received by the City to the Fire Department Operating Budget from the General Fund Revenue received for repairs performed on Tanker/Engine 1-1 and Tower 16
 - Ordinance No. 2329 - 1st reading - to designate a No Parking Zone on Pinehurst Avenue between Smith Street and Lorecrop Avenue and a Restricted Parking

- Zone on Pinehurst Avenue between Camden Avenue and Smith Street
- Ordinance No. 2330 - 1st reading - granting a utility easement to Delmarva Power & Light Company across City owned properties on Fitzwater Street and Delaware Avenue and Ridge Road in Salisbury, Maryland
- Ordinance No. 2331 - 1st reading - amending Title 6, Animals, of the Salisbury City Code to add definitions related to beekeeping and enacting Chapter 6.06 to authorize beekeeping, subject to certain regulations
- Ordinance No. 2332 - 1st reading – appropriating the necessary funds for the operation of the government and administration of the City of Salisbury, MD for the period July 1, 2015 to June 30, 2016, establishing the levy for the General Fund for the same fiscal period and establishing the appropriation for the Water and Sewer, Parking Authority, City Marina, and Storm Water Funds
- Ordinance No. 2333 - 1st reading – to amend sewer only rates to new amount and decrease all other water sewer rates by 2.0%, making said changes effective for all bills dated October 1, 2015 and thereafter unless and until subsequently revised or changed

8:10 p.m. PUBLIC COMMENTS

8:15 p.m. ADJOURNMENT

Copies of the agenda items are available for review in the City Clerk's Office, Room 305 – City/County Government Office Building 410-548-3140 or on the City's website www.ci.salisbury.md.us

City Council meetings are conducted in open session unless otherwise indicated. All or part of the Council's meetings can be held in closed session under the authority of the Maryland Open Meetings Law, Annotated Code of Maryland 10-508(a), by vote of the City Council.

Proposed agenda items for May 11, 2015 (subject to change)

- Resolution No. ____ - PAC14 Audit Requirements
- Resolution No. ____ - Wells Fargo donation of 806 N. Division St.
- Resolution No. ____ - Malone Annexation
- Resolution No. ____ - Green Team
- Resolution No. ____ - Approving Tri-County Council annexation
- Resolution No. ____ - Approving annexation plan for Tri-County Council annexation
- Ordinance No. 2328 – 2nd reading - approving a budget amendment of the FY2015 Fire Department budget to transfer insurance funds received by the City to the Fire Department Operating Budget from the General Fund Revenue received for repairs performed on Tanker/Engine 1-1 and Tower 16
- Ordinance No. 2329 – 2nd reading - to designate a No Parking Zone on Pinehurst Avenue between Smith Street and Lorecrop Avenue and a Restricted Parking Zone on Pinehurst Avenue between Camden Avenue and Smith Street
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- 48 • Budget issue-project not shown as grant funded on CIP
49 • City commitment beyond initial design of the plan
50

51 After discussion, Council reached unanimous consensus to advance the resolution to Legislative
52 Session on the Consent Agenda.
53

54 **Pinehurst Avenue No Parking Zone (Permit Only)**
55

56 Public Works Director Mike Moulds with input as needed from Public Works Deputy Director
57 Amanda Pollack provided an update to the November 17, 2014 Work Session when it was
58 recommended that the Traffic and Safety Advisory Committee obtain public input regarding its
59 recommendation to eliminate parking on Pinehurst Avenue between Camden and Lorecrop
60 Avenues. Mr. Moulds summarized how the public input was gathered and then incorporated into
61 the Committee’s subsequent discussion of its own recommendation and whether it was consistent
62 with parking in the surrounding area on adjacent streets. The Committee revised its
63 recommendation as follows:
64

- 65 1. Eliminate parking on Pinehurst Avenue between Smith Street and Lorecrop Drive
66 2. Establish “No Parking” on Pinehurst Avenue between Camden Avenue and Smith Street
67 on weekdays from 8:30 a.m. to 7:30 p.m. except by permit
68 3. Paint yellow curb for a safe turning radius at Camden Avenue and at the driveways along
69 Pinehurst Avenue between Camden Avenue and Smith Street
70

71 Mr. Moulds requested Council consideration and approval of an Ordinance which reflects the
72 Committee’s revised recommendation.
73

74 Discussion topics included:
75

- 76 • Line 27: insert “Monday through Friday” immediately preceding “8:30 a.m. to 7:30 p.m.”
77 • Clarification of parking stipulations in the Ordinance versus on the Map
78

79 After discussion, Council reached unanimous consensus to advance the Ordinance to Legislative
80 Session.
81

82 **Easements for Delmarva Power transformers**
83

84 Public Works Deputy Director Amanda Pollack summarized that part of the process in upgrading
85 the Northside Pumping Station at Delaware Avenue and Fitzwater Street and the Southside
86 Pumping Station on Ridge Road required a new electric service at each location; Delmarva
87 Power is prepared to place a new transformer at each site providing the City will grant a Utility
88 Easement for each site allowing Delmarva Power to install and maintain the transformer
89 equipment.
90

91 Mrs. Pollack requested Council consideration and approval of an Ordinance approving the
92 Utility Easement Agreements as prepared by Delmarva Power for each site, noting that Lisa
93 Savage of Delmarva Power was in attendance to answer any technical questions Council might
94 have.

95 After discussion which included the Utility Easement Agreements becoming templates for future
96 Pumping Station and Wastewater Treatment Plant (WWTP) upgrades since the language has
97 been negotiated and agreed upon by both parties, Council reached unanimous consensus to
98 advance the Ordinance to Legislative Session.
99

100 **Election 2015 – Redistricting (Court Update)**
101

102 City Attorney Mark Tilghman provided an update on the status of the American Civil Liberties
103 Union (ACLU) finding a new Plaintiff, the original Plaintiff having left the area, for the Court
104 Case stemming from the Consent Decree issued by the District Court in June 1987 which
105 divided the City into two (2) districts, one being a Minority district, as a direct response to a
106 lawsuit that alleged the City was then discriminating against African-Americans; the
107 Redistricting Plan approved by the Council for the 2015 Election which divides the City into five
108 (5) districts, two now being Minority districts, must be approved by the District Court since the
109 City has been operating under the Court-issued Consent Decree since 1987. Mr. Tilghman
110 summarized that he had prepared all documents pursuant to ACLU instructions, was waiting for
111 the ACLU representative to sign the complaint since he has not been advised that the ACLU has
112 any further issue with the process, and would file the complaint when it was received.
113

114 After discussion which included criteria necessary to become a Plaintiff, the ACLU needing a
115 Client/Plaintiff while the City and District Court Judge do not require the same, and the City
116 filing without a Plaintiff, Vice President Laura Mitchell requested a private word with Mr.
117 Tilghman.
118

119 Thereafter, Vice President Mitchell made a motion to convene in Closed Session to discuss legal
120 matters; Mr. Tilghman confirmed that the information provided by Mrs. Mitchell was not
121 appropriate for open session.
122

123 After discussion, Council reached consensus to postpone the motion until the conclusion of the
124 Work Session, at which time it would be brought back to the table and if the motion received a
125 second, a vote would be taken to convene in Closed Session.
126

127 **City Service Center Expansion – 800-E South Salisbury Blvd**
128

129 As the Work Session was running ahead of schedule and Colonel Meienschein had not yet
130 arrived, City Administrator Tom Stevenson presented the Police Department's request for
131 Council consideration and approval of a Resolution accepting donated space and authorizing the
132 Chief of Police or designee to enter into a no cost Commercial Lease Agreement with Single
133 Properties, Incorporated for the purpose of leasing the property at 800-E South Salisbury
134 Boulevard for use as a City Service Center by the Police Department and all other City
135 Departments as a temporary base of operations.
136

137 Discussion topics included:
138

- 139 • Previous requests for Police Substations and the current status of those approved
- 140 • Manpower available for staffing

- 141 • Success of Substations and metrics used to measure return on investment from
142 Community Policing Perspective
143 • Other City Departments using the property
144

145 After some discussion, Council reached consensus to suspend further discussion until after
146 Colonel Meienschein’s arrival and during the interim, bring the motion to convene in Closed
147 Session back to the table.
148

149 At 5:00 p.m., President Day called for a second on a motion to convene in Closed Session made
150 earlier by Mrs. Mitchell to convene in Closed Session to consult with counsel to obtain legal
151 advice on a legal matter in accordance with the Annotated Code of Maryland §10-508(a)(7); Mr.
152 Heath seconded the motion and the vote was unanimous to convene in Closed Session.
153

154 At 5:09 p.m., on a motion and second by Mrs. Mitchell and Mr. Heath, respectively, and by
155 unanimous vote in favor, the Closed Session was adjourned and Council reconvened in Open
156 Work Session. President Day then reported that while in Closed Session Council had discussed
157 the pending approval before the Court of the City’s Redistricting Plan for the 2015 Election;
158 there was direction on a negotiating position with the potential Plaintiff.
159

160 Thereafter, upon Colonel David Meienschein’s arrival, the Work Session and discussion of the
161 City Service Center Expansion resumed.
162

163 Additional discussion topics included:
164

- 165 • Deployment of current manpower in conjunction with use of current Substations
166 • June Police Academy graduates added to manpower at end of Summer
167 • Reasons why property is a good Substation location, better than other proposed and/or
168 current locations
169 • Metrics for measuring success – decrease in response times, level of customer
170 satisfaction in neighborhood
171 • Effectiveness of signage and blue light bollards to establish police presence
172 • Variables affecting success of Substations
173

174 After discussion, Council reached unanimous consensus to move the Resolution to Legislative
175 Session.
176

177 Thereafter, the Work Session adjourned at 5:46 p.m.
178
179

180 _____
181 Assistant City Clerk
182

183 _____
184 Council President
185

1 **CITY OF SALISBURY, MARYLAND**

2 =

3 **REGULAR MEETING**

APRIL 13, 2015

4
5 **PUBLIC OFFICIALS PRESENT**

6
7 *Council President Jacob R. Day*

Mayor James Ireton, Jr.

8 *Vice President Laura Mitchell (arrived 6:25 p.m.)*

Councilman John “Jack” R. Heath

9 *Councilman Eugenie P. Shields*

Councilman Timothy K. Spies

10
11 **IN ATTENDANCE**

12
13 *City Clerk Kimberly R. Nichols, CMC, Assistant City Administrator Julia Glanz, City Attorney*
14 *Mark Tilghman, Assistant Director Internal Services – Procurement & Parking Jennifer L.*
15 *Miller, Public Works Deputy Director Amanda Pollack, interested citizens and members of the*
16 *press*

17 *****

18 **CITY INVOCATION – PLEDGE OF ALLEGIANCE**

19
20 *The City Council met in regular session at 6:02 p.m. in Council Chambers. Council President*
21 *Day called the meeting to order and first reported to the public that Council had met in Closed*
22 *Session (from 5:05 p.m. to 5:40 p.m.) and authorized Local Government Insurance Trust’s*
23 *attorneys to take action in two (2) pending legal matters. Following the City Invocation by*
24 *Associate Pastor Martin Wolf from Living Stones Church, those in attendance recited the Pledge*
25 *of Allegiance to the flag of the United States of America.*

26
27 **PROCLAMATION** – *proclaiming May 9, 2015 as “Shark Tank Day”*

28
29 *Mayor Ireton presented a proclamation to Christy H. Weer, Salisbury University Perdue School*
30 *of Business Dean and Kathleen McClain, Program Director for Delmarva Broadcast Service*
31 *LLC to proclaim May 9, 2015 as “Shark Tank Day”. ABC’s Shark Tank, a business-themed*
32 *reality show will be collaborating with the Salisbury University Perdue School of Business again*
33 *this May to conduct one of only five casting calls this year, and one of only two on the East*
34 *Coast. Shark Tank’s popularity has increased entrepreneur awareness in local communities,*
35 *which has helped boost local economies when new businesses provide jobs. Shark Tank will be*
36 *conducting an open casting call on Saturday, May 9, 2015 in Salisbury, Maryland, hosted by*
37 *local Channel 47 ABC, Salisbury University’s Perdue School of Business, and Maryland Capital*
38 *Enterprises.*

39
40 **ADOPTION OF LEGISLATIVE AGENDA**

41
42 *Mrs. Shields moved and Mr. Spies seconded to adopt the legislative agenda.*

43
44 *Mrs. Shields moved to amend the legislative agenda by moving the Award of Bids to the end of*
45 *the agenda. Mr. Heath seconded, and the agenda was unanimously approved as amended.*

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

48

49 *The Consent Agenda was unanimously approved on a motion and seconded by Mr. Spies and*
50 *Mrs. Shields, respectively:*

51

- *March 2, 2015 work session minutes*
- *March 9, 2015 regular meeting minutes*
- *March 16, 2015 work session minutes*
- *March 23, 2015 regular meeting minutes*
- *Resolution No. 2490 - authorizing the Mayor to sign the Choptank Pinch Valve Agreement and authorizing a capacity fee credit not to exceed \$35,000 against a total capacity fee of \$38,863*
- *Resolution No. 2491 - to approve a Service and Equipment Lease Agreement between the City of Salisbury and the Wicomico County Board of Elections*

52

53 **RESOLUTION NO. 2489** – adopting a Capital Improvement Plan for the five year period
54 *FY16-20*

55

56 *Mr. Spies moved and Mr. Heath seconded to approve Resolution No. 2489.*

57

58 *Mrs. Shields moved, Mr. Spies seconded and the vote was unanimous to table the reading and*
59 *vote to approve Resolution No. 2489 until Assistant City Administrator Julia Glanz returns to the*
60 *table.*

61

62 **PUBLIC HEARING/ORDINANCE NO. 2320** – 1st reading – to amend Salisbury Municipal
63 *Code Sections 17.04.120 Definitions and 17.166.040 Nonconforming Uses for the purpose of*
64 *amending the definition of significant amount, and to add Sections 17.166.090 and 17.166.100*
65 *for the purpose of allowing inspections and administrative search warrants by the City, and;*
66 *stating certain findings; providing for the application of the ordinance; and generally relating to*
67 *adult entertainment business - presented by City Attorney Mark Tilghman*

68

69 *Mrs. Shields moved and Mr. Heath seconded to approve Ordinance No. 2320 for first reading.*

70

71 *Mr. Tilghman presented Ordinance No. 2320 for first reading. Mr. Day opened the Public*
72 *Hearing at 6:15 p.m. and one person provided the following public comments:*

73

- 74 • *is an attorney representing B & B Investments (owner of a shop targeted as an adult*
75 *retail shop by this ordinance)*
- 76 • *after reading the Work Session minutes on this ordinance, the Council appeared to*
77 *reduce the amount of usable floor space that could be allocated to certain types of*
78 *merchandise allowed to be sold in this type of establishments*
- 79 • *the City Attorney's language was much more of a significant change than just changing*
80 *the ordinance from reading that 20% of the usable floor area that could be used was*
81 *reduced to 15% of usable floor area permitted for such use*
- 82 • *the percentage is not now applied only to the usable floor area, but will be applied to the*
83 *area used for display or storage of merchandise on vertical floor, walls, cabinets or*

- 84 shelves and must be at least 15% of the area used for display or storage
85 • the language has been changed so that it is less easy to quantify what the total area is
86 versus the area being used for the display of that merchandise
87 • because of the vagueness this ordinance will be open to constitutional challenge
88 • the City Attorney at the hearing before Planning & Zoning Commission conceded that
89 this was not tried and true language that he had pulled from a statute from another city
90 that had been challenged, but that he created this language himself, making this unique
91 language that has not been tested and approved by any court
92 • it is obvious that this was created to target one particular business (not an adult oriented
93 or entertainment business) located in the City of Salisbury
94 • this retail establishment strives not to be considered an adult entertainment business
95

96 *President Day closed the Public Hearing at 6:24 p.m.*

97
98 *After Council's comments, Ordinance No. 2320 for first reading was approved on a 4-0 vote.*
99 *Vice President Mitchell abstained from the vote.*

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

- 102
103 • *Ordinance No. 2321 – 1st reading – to amend Salisbury Municipal Code Section*
104 *5.08.010 Definitions for the purpose of amending the definition of significant amount;*
105 *stating certain findings; providing for the application of the ordinance; and generally*
106 *relating to adult entertainment business*

107
108 *Mrs. Shields moved, Mr. Spies seconded, and the vote was 4-0 (Mrs. Mitchell abstained*
109 *from the vote) to approve Ordinance No. 2321 for first reading.*

- 110
111 • *Ordinance No. 2318 – 2nd reading - amending Sections 1.08.020 Duties of the Election*
112 *Board, 1.12.030 Campaign Contributions, and 1.12.040 Financial Disclosure*
113 *Statements to be Filed by the Candidate or Treasurer, of the Salisbury Municipal Code*
114 *to eliminate primary elections*

115
116 *Mr. Spies moved, Mr. Heath seconded, and the vote was unanimous to approve*
117 *Ordinance No. 2318 for second reading.*

- 118
119 • *Ordinance No. 2319 – 2nd reading - amending Chapter 1.08.300 of the Salisbury*
120 *Municipal Code to change the number of Councilmanic Districts in the City to*
121 *correspond with the Charter*

122
123 *Mrs. Mitchell moved, Mrs. Shields seconded, and the vote was unanimous to approve*
124 *Ordinance No. 2319 for second reading.*

- 125
126 • *Ordinance No. 2322 – 1st reading – authorizing the City to issue and sell general*
127 *obligation bonds in an amount not to exceed thirty-eight million dollars (\$38,000,000)*
128 *for the purpose of financing, reimbursing or refinancing costs incurred in connection*
129 *with Enhanced Nutrient Removal and Biological Nutrient Removal upgrades*

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Mrs. Shields moved, Mrs. Mitchell seconded, and the vote was unanimous to approve Ordinance No. 2322 for first reading.

- *Ordinance No. 2323 – 1st reading – Northeast Collector supplemental ordinance to restructure the Aydelotte property TIF bonds*

Mrs. Shields moved, Mrs. Mitchell seconded and the vote was unanimous to approve Ordinance No. 2323 for first reading.

- *Ordinance No. 2324 – 1st reading – approving a budget amendment of the FY15 General Fund to appropriate funds to purchase one hundred and two (102) replacement radio batteries in the amount of \$10,863.00*

Mrs. Mitchell moved, Mrs. Shields seconded, and the vote was unanimous to approve Ordinance No. 2324 for first reading.

- *Ordinance No. 2325 – 1st reading - approving a budget amendment of the FY15 General Fund to appropriate funds to up fit Salisbury Police Department Tactical Team equipment with respect to officer and public safety. The equipment will also decrease City liability by outfitting Tactical Officers with fire retardant gear, improve weapon optics and illumination, and storage*

Mr. Spies moved, Mrs. Mitchell seconded, and the vote was unanimous to approve Ordinance No. 2325 for first reading.

- *Ordinance No. 2326 – 1st reading - amending Chapter 8.04 of the Salisbury Municipal Code to require Enhanced Call Verification (ECV) for alarm dispatch notification systems*

Mr. Spies moved, Mrs. Shields seconded and the vote was unanimous to approve Ordinance No. 2326 for first reading.

- *Ordinance No. 2327 – 1st reading – setting updated false alarm fees*

Mrs. Shields moved, Mrs. Mitchell seconded and the vote was unanimous to approve Ordinance No. 2327 for first reading.

RESOLUTION NO. 2489 - *adopting a Capital Improvement Plan for the five year period FY 16-20 – presented by Assistant City Administrator Julia Glanz*

Mrs. Shields moved, Mr. Heath seconded and the vote was unanimous to approve Resolution No. 2489 as presented.

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

177 *The Award of Bids, consisting of the following item, was unanimously approved on a motion by*
178 *Mrs. Mitchell and seconded by Mrs. Shields:*

- 179
- 180 • *Contract 107-15 Salisbury WWTP BNR/ENR Upgrade - \$50,150,000.00*
- 181 • *Change Order #8 - RFP 02-10 WWTP Engineering Services - \$ 3,182,000.00*
- 182 • *RFP 07-15 Net Aggregate Metered Alternative Site Solar - \$ 1,366,578.00*
- 183 *Photovoltaic or Wind Turbine Electric Generating System*
- 184 **20-yr. savings estimate*
- 185 • *Change Order #1 – Contract 109-147 Hammond Street area \$ 7,549.59*
- 186 *sidewalk improvements*
- 187 • *Declaration of Surplus – Parcel 0649 – College Avenue old*
- 188 *water tower*
- 189

190 **ADJOURNMENT**

191 *Council President Day adjourned the Legislative Session at 7:38 p.m.*

192
193 CITY OF SALISBURY, MARYLAND
194 CLOSED SESSION
195 FEBRUARY 23, 2015

196

197 *TIME & PLACE: 7:45 p.m., Government Office Building – Council Chambers, Room 301*

198 *PURPOSE: To consult with counsel to obtain legal advice on a legal matter*

199 *VOTE TO CLOSE: Unanimous*

200 *CITATION: Annotated Code of Maryland §10-508(a)(7)*

201 *PRESENT: Council President Jacob R. Day, Mayor James Ireton, Jr., Council Vice*
202 *President Laura Mitchell, Councilwoman Eugenie P. Shields, Councilman*
203 *John “Jack” R. Heath, City Clerk Kimberly R. Nichols, City Administrator*
204 *M. Thomas Stevenson, Jr., and City Attorney Mark Tilghman*

205 *NOT PRESENT: Councilman Timothy K. Spies*

206 *****

207 *The City Council convened in Legislative Session in Room #301 in the Government Office*
208 *Building at 6:10 p.m. After the adjournment of the regular meeting, at 7:45 p.m. President Day*
209 *called for a motion to convene in Closed Session. Mrs. Shields moved, Mrs. Mitchell seconded,*
210 *and the vote was unanimous (4-0, as Mr. Spies was absent) to convene in Closed Session for the*
211 *purpose of consulting with counsel to obtain legal advice on a legal matter in accordance with*
212 *the Annotated Code of Maryland §10-508(a)(7).*

213

214 *At 7:52 p.m., on a motion and seconded by Mrs. Mitchell and Mr. Heath, respectively, and by*
215 *unanimous vote in favor (4-0), the Closed Session was adjourned and Council reconvened in*
216 *Open Work Session. President Day then reported that while in Closed Session Council had*
217 *received an update on a case and reached unanimous consensus to a negotiating strategy and*
218 *limit.*

219

220 *Thereafter, the Open Session was adjourned.*

221

CITY OF SALISBURY, MARYLAND
CLOSED SESSION
APRIL 6, 2015

222
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226 *TIME & PLACE:* 5:00 p.m., Government Office Building – Room 301
227 *PURPOSE:* To consult with counsel to obtain legal advice on a legal matter
228 *VOTE TO CLOSE:* Unanimous
229 *CITATION:* Annotated Code of Maryland §10-508(a)(7)
230 *PRESENT:* Council President Jacob R. Day, Council Vice President Laura
231 Mitchell, Councilman John “Jack” R. Heath, Assistant City Clerk
232 Diane C. Nelson, City Administrator M. Thomas Stevenson, Jr.,
233 Assistant City Administrator Julia Glanz, and City Attorney Mark
234 Tilghman
235 *NOT PRESENT:* Mayor James Ireton, Jr., Councilwoman Eugenie P. Shields,
236 Councilman Timothy K. Spies

237 *****
238 *The City Council convened in Work Session in Room #301 in the Government Office Building*
239 *at 4:34 p.m. and at 5:00 p.m., President Day called for a second on a motion to convene in*
240 *Closed Session made earlier by Mrs. Mitchell to convene in Closed Session to consult with*
241 *counsel to obtain legal advice on a legal matter in accordance with the Annotated Code of*
242 *Maryland §10-508(a)(7); Mr. Heath seconded the motion and the vote was unanimous to*
243 *convene in Closed Session.*

244
245 *At 5:09 p.m., on a motion and second by Mrs. Mitchell and Mr. Heath, respectively, and by*
246 *unanimous vote in favor, the Closed Session was adjourned and Council reconvened in Open*
247 *Work Session. President Day then reported that while in Closed Session Council had*
248 *discussed the pending approval before the Court of the City’s Redistricting Plan for the 2015*
249 *Election; there was direction on a negotiating position with the potential Plaintiff.*

250
251 *Thereafter, the Work Session resumed with further discussion of the City Service Center*
252 *Expansion.*

253
254 _____
255 *Assistant City Clerk*

256
257 _____
258 *City Clerk*

259
260 _____
261 *Council President*

City of Salisbury



MARYLAND



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

JAMES IRETON, JR.
MAYOR

TOM STEVENSON
CITY ADMINISTRATOR

JULIA GLANZ
ASSISTANT ADMINISTRATOR

KEITH A. CORDREY
DIRECTOR OF INTERNAL SERVICES

To: Tom Stevens, Interim City Administrator
From: Keith Cordrey, Director of Internal Services *KAC*
Date: April 20, 2015
Re: Manufacturing Exemption – Delmarva Printing and Design Inc.

On March 24 2014 the city granted Delmarva Printing and Design Inc. ("DPD") 1 year of exemption for equipment purchased in 2008, 2 years of exemptions for equipment purchased in 2009, and 3 years of exemptions for equipment purchased in 2010. Based a revised application date of 2/1/2011, I am recommending that DPD be granted 3 years of exemptions for equipment purchased in 2008, and 5 years of exemptions for equipment purchased in 2009 and 2010. DMD will benefit in total by the exemptions granted by a total \$20,569.68 as shown in the schedule below. Since they were previously awarded exemptions March 24, 2014 resulting in credits of \$12,592, DPD will benefit from the additional exemptions by a net amount of \$7,977.68 based on current tax rates.

Credit	Exemption			2010			
	Total	2008	2009	2008	2009	2010	
Equipment \$:	333,620		11,500	96,418			
			90%				
			80%				
6,745.47	330,660	233,534	70%	10,350	90%	86,776	90%
5,844.73	286,506	200,172	60%	9,200	80%	77,134	80%
5,355.99	242,353	166,810	50%	8,050	70%	67,493	70%
1,430.99	64,751			6,900	60%	57,851	60%
1,192.49	53,959			5,750	50%	48,209	50%
\$20,569.68							

City of Salisbury



MARYLAND

PAMELA B. OLAND
DIRECTOR INTERNAL SERVICES

GERRI L. MOORE
ASSISTANT DIRECTOR INTERNAL SERVICES

FINANCE DEPARTMENT

125 N. Division Street
Salisbury, MD 21801-4940
(410) 548-3110
(410) 860-5154 (Fax)

Exemption Application For Machinery and Equipment Used for Manufacturing/Research & Development

Business Name: Delmarva Printing & Design Inc. MD Department ID#: _____

Mailing Address: 2006-B Northwood Dr. Salisbury md 21801

Contact Name: DARRELL FEARIN Phone No.: 410-749-6706

1. In order to qualify for an exemption you must meet one of the following requirements: Equipment is owned and operated by a facility that (1) locates in Salisbury (2) expands operations in Salisbury, or (3) develops a new product or industrial process in Salisbury. If you meet one of these requirements please explain in detail how you meet these requirements including raw materials used and products produced or R & D activity being conducted. Please include number of employees used in Manufacturing/ R&D and number of administrative employees.
2. Exemption is requested for tools, machinery & equipment used in Manufacturing / Research & Development acquired in calendar year 2010
3. Address of Manufacturing / R & D operation. 2006 Northwood Drive.
4. Date Manufacturing / R & D operation began in Salisbury. 1/3/2007
5. Attach a description of each asset claimed under this exemption. The schedule must include a description, original cost, and date of acquisition for each item. General descriptions such as Equipment, Various, or Miscellaneous are not acceptable.
6. Attach a copy of the State of Maryland Personal Property Return for the year of acquisition.

Additional information and requirements

All exemptions require approval by the City of Salisbury Council and receipt of exemption from Wicomico County does not mean you will automatically be granted an exemption by the City of Salisbury. The exemption that is granted is for a specific year in which equipment was purchased and can be for a term up to a maximum of 5 years. Once an exemption has been granted, a copy of the personal property tax return must be sent in for each year of the exemption. To be eligible to receive the maximum exemption term of 5 years, the application must be received within two (2) years from December 31st of the calendar year in which the equipment was purchased. A separate request must be made for each year. The application can be mailed to Finance Department, 125 North Division St., Salisbury, MD 21801-4940 or faxed to (410) 860-5154.

Preparer's Signature [Signature] Date 2-1-2011

Email address Dfearin@DmvPrinting.com

City of Salisbury



PAMELA B. OLAND
DIRECTOR INTERNAL SERVICES

GERRI L. MOORE
ASSISTANT DIRECTOR INTERNAL SERVICES

MARYLAND

FINANCE DEPARTMENT

125 N. Division Street
Salisbury, MD 21801-4940
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2. Exemption is requested for tools, machinery & equipment used in Manufacturing / Research & Development acquired in calendar year 2009
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5. Attach a description of each asset claimed under this exemption. The schedule must include a description, original cost, and date of acquisition for each item. General descriptions such as Equipment, Various, or Miscellaneous are not acceptable.
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Additional information and requirements

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Preparer's Signature [Signature] Date 2-1-2011

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City of Salisbury



MARYLAND

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2. Exemption is requested for tools, machinery & equipment used in Manufacturing / Research & Development acquired in calendar year 2008.
3. Address of Manufacturing / R & D operation. 2006 Northwood Drive
4. Date Manufacturing / R & D operation began in Salisbury. 1/3/2007
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Preparer's Signature [Signature] Date 2-1-2011

Email address Dfearin@DmvPrinting.com

City of Salisbury



MARYLAND



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

KEITH A. CORDREY
DIRECTOR OF INTERNAL SERVICES

JENNIFER MILLER
ASST. DIRECTOR OF INTERNAL SERVICES

JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
INTERIM CITY ADMINISTRATOR

JULIA GLANZ
ASSISTANT CITY ADMINISTRATOR

Council Agenda

TO: Mayor and City Council

SUBJECT: Lease renewal and Resolution for "Shore Fresh Grower's Association – Farmer's Market"

The Shore Fresh Grower's Association operates a "Farmer's Market" in Lot #16 on Saturday mornings. The Procurement Division seeks Council's approval to renew the lease agreement between the City of Salisbury and the Shore Fresh Grower's Association. If approved, this lease would automatically renew for two, one-year renewal terms, subject to mutual agreement between all parties, after the initial term of the lease.

Sincerely,

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

34 4. No craft items, other than decorative items made by the farmers from material
35 produced on their farms will be sold at the Farmers' Market. In return, both parties agree
36 that from April 7th through November 17th the Farmers' Market will be the sole
37 downtown Salisbury venue for sales of local, seasonal produce on the respective market
38 days. Tenant agrees that nothing will be presented, used, sold or solicited that is against
39 the law, or contrary to, or forbidden by, the ordinances of the Landlord and the laws of
40 the State of Maryland.

41 5. Tenant further covenants as follows:

42 5.1.To provide the City with a Certificate of Insurance naming the City as an additional
43 insured and to maintain such insurance during the term of this Lease. Such
44 certificate will evidence that the Tenant will have insurance in the following
45 amounts: General Commercial Liability (General Aggregate \$2,000,000; Each
46 Occurrence \$1,000,000; Fire Damage \$300,000; and Medical Expense \$10,000).

47 5.2.To keep property clean and in good repair during the term of the lease and to remove
48 all debris from the premises on or before 5:00 p.m. each Saturday and to deposit the
49 same in the County landfill. No trash will be placed in Landlord trash receptacles.

50 5.3.To permit access to the property to the Landlord's employees and to cooperate fully
51 with routine or emergency activities of the Landlord's agencies.

52 5.4.To refuse to allow any lewd or indecent actions, conduct, language, pictures, or
53 portrayals to be included in the activities or events presented by Tenant on the
54 premises, and nothing is to be presented, used, sold, or solicited that is against the
55 law, or contrary to, or forbidden by, the Ordinances of the Landlord and the laws of
56 the State of Maryland. Tenant agrees to abide by and to be bound by the decision of
57 Landlord should any questions of propriety arise under this paragraph.

58 5.5.To prohibit sale of the following items during the Farmers' Market:

59 5.5.1. Weapons of any kind (e.g., firearms, edged weapons [excluding household
60 cutlery, kitchen utensils, and hand tools], impact weapons, chemical sprays).

61 5.5.2. Flammable or combustible liquids.

62 5.5.3. Products with expiration dates; foods designed for infants under two years of
63 age, medicines, drugs, and cosmetics (except those cosmetics that are sold in
64 their original packages within the sell-by timeframe noted on the package); and

- 65 5.5.4. Pets or livestock.
- 66 5.6. To prohibit the use of the following items during the Farmers' Market:
- 67 5.6.1. Open flames (such as from candles, lanterns, kerosene heaters, LP gas fire
68 devices, charcoal); however, an exception may be granted by the Tenant's
69 President to recognized Wicomico County licensed food vendors.
- 70 5.6.2. Spark producing equipment or processes; and
- 71 5.6.3. Space heaters.
- 72 5.7. To prohibit sales outside of established hours and/or on the streets surrounding
73 Parking Lot #16.
- 74 5.8. To permit and limit the number of parked vehicle(s) at each booth during the
75 Farmers' Market to one (1).
- 76 5.9. To prohibit operation of vehicles in the pedestrian concourse during the Farmers'
77 Market unless an authorized person escorts the vehicle.
- 78 5.10. To provide for a two-foot wide buffer between the engine compartments of
79 any vehicle parked next to a booth and any materials for sale or being stored.
- 80 5.11. To prohibit vendors from idling vehicle engines during the market's operating
81 hours: however, an exception may be granted by the Tenant's President.
- 82 5.12. To prohibit the drilling of any holes, the driving of any stakes or nails, or any
83 other actions which would compromise the structural integrity of the pavement or
84 concrete sidewalks and curbs, including the painting of lines or the making of marks
85 or any defacing of the surfaces of the parking lot.
- 86 5.13. To prohibit the operation of the Farmers' Market during the weekend of the
87 Salisbury Festival.
- 88 5.14. To have all facades, signs, etc., be approved by the Department of Building,
89 Permitting & Inspections.
- 90 5.15. To locate the Farmers' Market in Parking Lot #16, with any changes to be
91 approved by the Assistant Director of Internal Services, Parking Division (map
92 attached).
- 93 5.16. To provide a portable toilet to be located adjacent to Lot #16, at a location
94 agreed upon by the Landlord. Tenant will pay, maintain, and secure (with a metal
95 chain and lock when not in use) the portable toilet. The Tenant will ensure the

96 portable toilet will be delivered at the start of each season and be picked up at the
97 end of each season.

98 6. Tenant is permitted to sub-lease portions of the property solely to vendors, who will
99 be participating in the Farmers' Market; however, Tenant will retain responsibility for the
100 maintenance and upkeep of the property as provided in this Lease.

101 7. Tenant understands that the Parking Lot is a Landlord facility that periodically
102 requires maintenance and repairs. If the operation of the Farmers' Market will interfere
103 with any required maintenance/repairs, the Landlord's Assistant Director of Internal
104 Services, Parking Division, in his/her sole discretion, may require certain areas to be
105 blocked off and may require the Farmers' Market to move to other areas. The Landlord's
106 Assistant Director of Internal Services, Parking Division will give maximum possible
107 notice to the Tenant regarding such repairs/maintenance and will endeavor to work with
108 the Tenant to minimize disruption to the Farmers' Market and to the normal parking
109 operations.

110 8. Tenant knows, understands, and acknowledges the risks and hazards associated with
111 using the property and hereby assumes any and all risks and hazards associated therewith.
112 Tenant hereby irrevocably waives any and all claims against the Landlord or any of its
113 officials, employees, or agents for any bodily injury (including death), loss or property
114 damage incurred by the Tenant as a result of using the property and hereby irrevocably
115 releases and discharges the Landlord and any of its officials, employees, or agents from
116 any and all claims of liability arising out of or associated with the use of the property.

117 9. Tenant will indemnify and hold harmless the Landlord and its officials, employees
118 and agents from and against any and all liabilities, judgments, settlements, losses, costs or
119 charges (including attorneys' fees) incurred by the Landlord and any of its officials,
120 employees or agents as a result of any claim, demand, action, or suit relating to any
121 bodily injury (including death), loss or property damage caused by, arising out of, related
122 to, or associated with the use of the property by the Tenant or by the Tenant's members,
123 employees, agents or invitees.

124 10. Tenant will pay the Landlord for any and all physical loss or damage to the property
125 (including the cost to repair or replace any portion of the property) caused by, arising out

126 of, relating to or associated with the use of the property by the Tenant or by the Tenant's
127 members, employees, agents or invitees.

128 11. Upon the execution of this Lease, Tenant will provide Landlord with the name and
129 phone number of an on-site contact person who can be contacted in the event of an
130 emergency.

131 Tenant's onsite emergency contact is Donna Ennis
132 Telephone or Cell Phone Number 443-523-7653

133 12. IT IS FURTHER AGREED that if the Tenant violates any of the foregoing covenants
134 on its part herein made, the Landlord will have the right, without formal notice, to reenter
135 and take possession of the premises and cancel this Lease.

136
137 IN WITNESS WHEREOF, the parties have hereunto subscribed their names and affixed
138 their seals the day and year first before written.

139
140 ATTEST: CITY OF SALISBURY
141 _____
142 Kimberly R.Nichols _____
143 City Clerk James Ireton, Jr.
144 Mayor

145 ATTEST:
146
147 **SHORE FRESH GROWERS ASSOCIATION**
148
149 BY _____ (SEAL)
150 Donna Ennis
151 President

City of Salisbury



MARYLAND



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

KEITH A. CORDREY
DIRECTOR OF INTERNAL SERVICES

JENNIFER MILLER
ASST. DIRECTOR OF INTERNAL SERVICES

JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
INTERIM CITY ADMINISTRATOR

JULIA GLANZ
ASSISTANT CITY ADMINISTRATOR

Council Agenda

TO: Mayor and City Council

SUBJECT: Lease renewal and Resolution for "Park and Flea Market"

The Chamber of Commerce operates a "Park & Flea Market" in Lot #10 on Saturday and Sunday mornings. The Procurement Division seeks Council's approval to renew the lease agreement between the City of Salisbury and the Chamber of Commerce. If approved, this lease would automatically renew for two, one-year renewal terms, subject to mutual agreement between all parties, after the initial term of the lease.

Sincerely,

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

1 **LEASE AGREEMENT**

2 **THIS AGREEMENT** made this ____st day of _____, 2015, between the City of Salisbury
3 (“Landlord”) and The Salisbury Area Chamber of Commerce Inc. (“Tenant”) as follows:
4

5 **WITHESETH:**

- 6 1. The Landlord hereby rents to the Tenant portions of Landlord Parking Lot #10 (bordered on the east
7 by Route 13, on the south by Calvert Street, on the west by Poplar Hill Avenue, and on the north by
8 Church Street) every Saturday and Sunday (January 01-December 31) for the sum of One Dollar
9 (\$1.00) per day payable upon approval of the lease. Tenant intends to use the property for a Park
10 and Flea Market. The initial term of this lease is January 01, 2015 to December 31, 2015. After
11 expiration of the initial term this lease will automatically renew for two, one (1) year terms, subject
12 to mutual agreement by all parties. Either of the parties, with thirty (30) days advance, written
13 notice, may cancel this Lease Agreement.
- 14 2. The Tenant hereby covenants with the Landlord to pay rent as aforesaid, keep the premises in good
15 order and to surrender the peaceful and quiet possession of the same at the end of the term in as
16 good condition as when received, and further the Tenant will not do, suffer or permit anything to be
17 done in or about the premises which will contravene any policy of insurance of the Landlord, nor
18 use, nor permit the use for the purposes other than those of Tenant. Tenant further covenants that
19 they will not, at any time, assign this Lease Agreement without the prior written consent of the
20 Landlord, or its representatives. Tenant further covenants that no alterations or repairs will be
21 made to the leased premises without the prior written consent of the Landlord, and that, whatever
22 alterations or repairs the Tenant will be permitted to make will be done at Tenant’s own expense.
- 23 3. Tenant further covenants as follows:
- 24 3.1. To provide the Landlord with a Certificate of Insurance naming the Landlord as an additional
25 insured and to maintain such insurance during the term of the Lease Agreement. Such
26 certificate will evidence that the Tenant has insurance in the following amounts: General
27 Commercial Liability (General, Aggregate \$2,000,000; Each Occurrence \$1,000,000; fire Damage
28 \$300,000; and Medical Expense \$10,000).
- 29 3.2. To keep property clean and in good repair during the term of the Lease Agreement and to
30 remove all debris from the premises on or before 5:00 p.m. each Saturday and Sunday and to
31 deposit the same in the County landfill: no trash will be placed in Landlord trash receptacles.
- 32 3.3. To permit access to the property by Landlord employees and to cooperate fully with routine or
33 emergency activities of Landlord agencies.
- 34 3.4. To remove all improvements, materials, and equipment and to restore the property to the
35 original condition on or before 5:00 p.m. each Saturday and Sunday.
- 36 3.5. To comply with all Landlord ordinances.
- 37 3.6. To refuse to allow any lewd or indecent actions, conduct, language, pictures, or portrayals to be
38 included in the activities or events presented by Tenant on the premises, and nothing is to be
39 presented, used, or sold, or solicited that is against the law, or contrary to, or forbidden by, the
40 Ordinances of the Landlord and the laws of the State of Maryland.
- 41 3.7. To prohibit the sale of the following items during the Park and Flea Market:
- 42 3.7.1. Weapons of any kind (e.g., firearms, edged weapons [excluding household cutlery, kitchen
43 utensils, lawn, garden, and hand tools], impact weapons, chemical sprays).
- 44 3.7.2. Flammable or combustible liquids.
- 45 3.7.3. Products with expiration dates; foods designed for infants under two years of age,
46 medicines, drugs, and cosmetics (except those cosmetics that are sold in their original
47 packages within the sell-by timeframe noted on the package); and
48 3.7.4. Pets or livestock.

- 49 3.8. To prohibit the use of the following items during the Park and Flea Market:
50 3.8.1. Open flames (such as from candles, lanterns, kerosene heaters, LP gas fire devices,
51 charcoal); however, an exception may be granted by the Park and Flea Manager to
52 recognized Wicomico County licensed food vendors.
53 3.8.2. Spark producing equipment or processes; and
54 3.8.3. Space heaters.
- 55 3.9. To prohibit sales outside of established hours and/or on the streets surrounding Parking Lot
56 #10.
- 57 3.10. To limit the number of vehicles permitted to be parked at each booth during the Park
58 and Flea Market to one (1).
- 59 3.11. To prohibit operation of vehicles in the pedestrian concourse during the Park and Flea
60 Market unless an authorized person escorts the vehicle.
- 61 3.12. To provide for a two foot wide buffer between the engine compartments of any vehicle
62 parked next to a booth and any materials for sale or being stored.
- 63 3.13. To prohibit vendors from idling vehicle engines during the market's operating hours.
- 64 3.14. To prohibit the drilling of any holes, the driving of any stakes or nails, or any other
65 actions which would compromise the structural integrity of the pavement or concrete
66 sidewalks and curbs, including the painting of lines or the making of marks or any other
67 defacing of the surfaces of the parking lot.
- 68 3.15. To provide sufficient sanitary facilities to accommodate the flea market customers and
69 to provide a location for such facilities that will be suitable to the Landlord.
- 70 3.16. Ensure operation of Park and Flea during the Salisbury Festival is approved by the
71 Chamber of Commerce President.
- 72 3.17. To have all facades, signs, etc., be approved by the Department of Building, Permitting,
73 and Inspection.
- 74 3.18. To locate the Park and Flea Market in portions A, B, C, and D of parking Lot #10, with
75 any changes to be approved by the Assistant Director of Internal Services, Parking Division (map
76 attached).
- 77 3.19. To prohibit the sale of any produce or plant material at the Park and Flea Market on
78 Saturdays from May through the Saturday before Thanksgiving in November, without
79 authorization from the Shore Fresh Growers Association.
- 80 4. Tenant is permitted to sub-lease portions of the property solely to vendors, who will be participating
81 in the Park and Flea Market; however, Tenant will retain responsibility for the maintenance and
82 upkeep of the property as provided in this Lease Agreement.
- 83 5. Tenant understands that the Parking Lot is a Landlord facility that periodically requires maintenance
84 and repairs. If the operation of the Park and Flea Market will interfere with any required
85 maintenance/repairs, the Landlord's Assistant Director of Internal Services, Parking Division, in their
86 sole discretion, may require certain areas to be blocked off and may require the Park and Flea
87 Market to move other areas. The Landlord's Assistant Director of internal Services, Parking Division
88 will give maximum possible notice to the Tenant regarding such repairs/maintenance and will
89 endeavor to work with the Tenant to minimize disruption to the Park and Flea Market and to the
90 normal parking operations.
- 91 6. Tenant knows, understands, and acknowledges the risks and hazards associated with using the
92 property, and hereby assume any and all risks and hazards associated therewith. Tenant hereby
93 irrevocably waives any and all claims against the Landlord or any of its officials, employees, or
94 agents for any bodily injury (including death), loss or property damage incurred by the Tenant as a
95 result of using the property and hereby irrevocably releases and discharges the Landlord and any of

96 its officials, employees, or agents from any and all claims of liability arising out of or associated with
97 the use of the property.

- 98 7. Tenant will indemnify and hold harmless the Landlord and its officials, employees and agents from
99 and against any and all liabilities, judgments, settlements, losses, costs or charges (including
100 attorneys fees) incurred by the Landlord and any of its officials, employees or agents as a result of
101 any claim, demand, action or suit relating to any bodily injury (including death), loss or property
102 damage caused by, arising out of, related to, or associated with the use of the property by the
103 Tenant or by the Tenant's members, employees, agents or invitees.
- 104 8. Tenant will pay the Landlord for any and all physical loss or damage to the property (including the
105 cost to repair or replace any portion of the property) caused by, arising out of, relating to or
106 associated with the use of the property by the Tenant or by the Tenant's members, employees,
107 agents or invitees.
- 108 9. Upon the execution of this Lease Agreement, Tenant will provide Landlord with the name and phone
109 number of an on-site contact person who can be contacted in the event of an emergency.

110

111 Park and Flea onsite emergency contact is Ernie Colburn
112 Telephone or Cell Phone Number is 410-749-0144

113

- 114 10. IT IS FURTHER AGREED that if the Tenant will violate any of the foregoing covenants on its part
115 herein made; the Landlord will have the right, without formal notice, to reenter and take possession
116 of the premises and cancel this Lease.

117 IN WITNESS WHEREOF, the parties have hereunto subscribed their names and affixed their seals the
118 day and year first before written.

119

120 **ATTEST:**

City of Salisbury

121

122

123

124 _____
125 Kimberly R. Nichols
126 City Clerk

126

127

128

ATTEST:

129 **The Salisbury Area Chamber of Commerce Inc.**

130

131 BY _____ (SEAL)

132

133

Ernie Colburn
President & CEO

134

City of Salisbury



JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

TERENCE ARRINGTON
ASSISTANT CITY ADMINISTRATOR

MARYLAND

125 NORTH DIVISION ST., RM 202
SALISBURY, MARYLAND 21801
Tel: 410-548-3170
Fax: 410-548-3107

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

To: Tom Stevenson, City Administrator
From: Mike Moulds, Director of Public Works
Date: December 29, 2014
Re: City Yard Comprehensive Environmental Site Design (ESD)

In 2014, Salisbury Public Works (SPW) applied for a grant from the Chesapeake Bay Trust and Maryland State Agency 2014-2015 Water Shed Assistance Grant Program. The Maryland Department of the Environment (MDE) selected the proposal for a grant in the amount of \$68,750.00 from the Chesapeake Bay Regulatory and Accountability Program. The grant covers design of a campus wide Environmental Site Design for the City Yard. MDE prepared the attached Grant Agreement.

The total estimated cost of design services for this Project is \$68,750.00. SPW staff time will be used to manage the design contract and design review. The result will be a comprehensive design to retrofit the outdated storm water system serving the City Yard consistent with the recommendations of the Wicomico River Watershed Action Plan.

Please find attached a Resolution to authorize the Mayor to sign the Grant Agreement with MDE and to accept the Chesapeake Bay Regulatory and Accountability Program grant in the amount of \$68,750.00. SPW recommends approval of the grant agreement in support of meeting the objectives of the Wicomico River Watershed Action Plan.

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

Richard Baldwin
Supervisory Civil Engineer

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

1 RESOLUTION NO. 2494

2
3 A RESOLUTION OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO SIGN
4 THE GRANT AGREEMENT AND ACCEPT A GRANT OF \$68,785.00 FROM MARYLAND
5 DEPARTMENT OF THE ENVIRONMENT FOR SALISBURY CITY YARD
6 COMPREHENSIVE ENVIRONMENTAL SITE DESIGN
7

8 WHEREAS, the Maryland Department of the Environment has a Chesapeake Bay
9 Regulatory and Accountability Program; and
10

11 WHEREAS, the Maryland Department of the Environment provides grant funds to the
12 City of Salisbury to support Watershed Implementation Plan (WIP) objectives; and
13

14 WHEREAS, design of a Comprehensive Environmental Site Design (ESD) to retrofit the
15 outdated storm water system serving the Salisbury City Yard includes 100% of the design of a
16 set of campus-wide Best Management Practices (BMP's) covering six (6) sub-drainage areas,
17 preparation of bid documents, construction cost estimate, and all permitting necessary to
18 construction; and

19 WHEREAS, the entire estimated project cost for design is approximately \$68,785.00; and
20

21 WHEREAS, the City of Salisbury will coordinate the design review and management of
22 the design contract; and
23

24 WHEREAS, the Project will address the reduction of impervious surface and treatment of
25 nutrient, sediment and pathogen deposition from site operations.
26

27 NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Salisbury,
28 Maryland does hereby authorize the Mayor to sign the attached Grant Agreement dated
29 _____, 2015 accepting the project term, for the betterment of the City and its residents, and
30 accept the grant of \$68,785.00 from the Maryland Department of the Environment for a
31 comprehensive Environmental Site Design (ESD) to retrofit the City Yard stormwater
32 management system.
33

34 THE ABOVE RESOLUTION was introduced, read and passed at the regular meeting of
35 the Council of the City of Salisbury held on this ____ day of _____, 2015 and is to
36 become effective immediately upon adoption.
37

38 ATTEST:
39
40

41 _____
42 Kimberly R. Nichols
43 CITY CLERK
44

41 _____
42 Jacob R. Day
43 PRESIDENT, City Council
44

45 APPROVED by me this _____ day of _____, 2015

46

47

48

49

James Ireton, Jr.

50 MAYOR, City of Salisbury

**EXHIBIT A
WORK PLAN**

Name of Organization: City of Salisbury, Department of Public Works
Grant Title: FFY2014 Chesapeake Bay Regulatory and Accountability Program (CBRAP) Support for Local Watershed Implementation Plan (WIP) and Two-Year Milestone Commitments

Point of Contact: Mr. Richard Baldwin
 City of Salisbury, MD
 125 N. Division St.
 Salisbury MD 21801-4940
 Email: rbaldwin@ci.salisbury.md.us
 Telephone: (410) 548-3170

Funding period: January 1, 2015 – December 31, 2015

Work Plan Project Description:

Project	Project Title: City Yard Comprehensive Environmental Site Design	Budget for this Objective:	Award: \$57,010 <u>\$68,785</u>
Narrative Summary of Outputs for this Objective:	<p>Design a Comprehensive Environmental Site Design (ESD) to retrofit the outdated storm water system serving the Salisbury City Yard, a municipally owned and operated industrial site. The major tasks to be accomplished are:</p> <ul style="list-style-type: none"> • 100% design for campus wide Best Management Practices (BMP's) covering six (6) sub-drainage areas, that address reduction of impervious surface and treatment of nutrient, sediment and pathogen deposition from site operations, and roof run-off, and mitigate storage of materials (top soil, stone, millings) by implementing sediment control between material storage and the Wicomico River. • Preparation of bid documents, • Construction cost estimate, and • All permitting necessary to construction <p>The final objective of the design process are plans, specifications and estimates necessary to obtaining funding to proceed with construction.</p>		
Description of Objective:	1) The ultimate goal of this project is to obtain funding for and construct Stormwater Best Management Practices to address		

	<p>nutrient, sediment and pathogen run-off from the Salisbury City Yard.</p> <ol style="list-style-type: none"> 2) During the current grant cycle, the plans, specifications, bid documents and cost estimates for a comprehensive Environmental Site Design for the Salisbury City Yard will be prepared. 3) This is the first year of this project. 																				
<p>Tasks to be Accomplished Under this Project:</p>	<table border="0"> <tr> <td>Finalize MOU/Grant Agreement</td> <td>January 1, 2015</td> </tr> <tr> <td>Advertise RFP for Design</td> <td>January 23, 2015</td> </tr> <tr> <td>Open Bids</td> <td>March 6, 2015</td> </tr> <tr> <td>Tentative Design Contract Award</td> <td>March 13, 2015</td> </tr> <tr> <td>Start Design (Kick-off Meeting)</td> <td>March 20, 2015</td> </tr> <tr> <td>30% Design Submittal</td> <td>May 4, 2015</td> </tr> <tr> <td>60% Design Submittal</td> <td>June 18, 2015</td> </tr> <tr> <td>90% Design Submittal</td> <td>July 18, 2015</td> </tr> <tr> <td>100% Design Submittal</td> <td>August 17, 2015</td> </tr> <tr> <td>Construction Documents Submittal</td> <td>August 17, 2015</td> </tr> </table> <p><u>Administrative</u> Semi-annual Reports to be submitted to MDE’s SSA Grant Manager (due July 15, 2015 and December 31, 2015) and copies to be made available to EPA Chesapeake Bay Program Office (CBPO) upon request.</p>	Finalize MOU/Grant Agreement	January 1, 2015	Advertise RFP for Design	January 23, 2015	Open Bids	March 6, 2015	Tentative Design Contract Award	March 13, 2015	Start Design (Kick-off Meeting)	March 20, 2015	30% Design Submittal	May 4, 2015	60% Design Submittal	June 18, 2015	90% Design Submittal	July 18, 2015	100% Design Submittal	August 17, 2015	Construction Documents Submittal	August 17, 2015
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Construction Documents Submittal	August 17, 2015																				
<p>Link to Jurisdiction’s WIP and Two-Year Milestones Commitment(s)</p>	<p>http://www.mde.state.md.us/programs/Water/TMDL/TMDLImplementation/Documents/FINAL_PhaseII_Report_Docs/Final_County_WIP_Narratives/Wicomico_WIPII_2012.pdf</p> <p><i>Amended August 29, 2014</i></p>																				
<p>Progress Reporting</p>	<p>This section will be left blank in the work plan but will be completed for the progress reports:</p> <p style="text-align: center;">First Semi-annual Report Information Second Semi-annual Report Information</p>																				

Detailed Budget FFY 2014

Project Name: Salisbury City Yard Comprehensive Environmental Site Design

Agency Organization: Salisbury City

Project Term: January 1, 2015 – December 31, 2015

Category		Federal Grant	Non-Federal Match	Total
Salary ⁽¹⁾				
Fringe ⁽²⁾				
Indirect ⁽³⁾				
Other ⁽⁴⁾		\$57,010		
Match ⁽⁵⁾		\$68,785		
TOTAL				

Budget Footnotes:

(1) Position Title:

Salary Fringe Indirect Total

(2) Fringe rate is __%

(3) Indirect rate is __%

(4) Other – Contractual Services

(5)

Administrative Conditions**1. Payment**

In accepting this assistance agreement, the recipient agrees to draw cash only as needed for its disbursement. Failure on the part of the recipient to comply with this condition may cause the undisbursed portions of the assistance agreement to be revoked and financing method changed to a reimbursable basis.

2. Indirect Costs

If the recipient does not have a previously established indirect cost rate, it agrees that it will prepare its indirect cost rate proposal and/or cost allocation plan in accordance with OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments." The recipient must send its proposal to its cognizant Federal agency within six (6) months after the close of the governmental unit's fiscal year.

If EPA is the cognizant Federal agency, the state recipient must send its indirect cost rate proposal within six (6) months after the close of the governmental unit's fiscal year to:

Regular Mail

Financial Analysis and Rate Negotiation Service Center
Office of Acquisition Management
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW, MC 3802R
Washington, DC 20460

Mail Courier (e.g. FedEx, UPS, etc.)

Financial Analysis and Rate Negotiation Service Center
Office of Acquisition Management
U.S. Environmental Protection Agency
1300 Pennsylvania Avenue, NW, 6th Floor
Bid and Proposal Room Number 61107
Washington, DC 20004

Recipients are entitled to reimbursement of indirect costs, if they have a current rate agreement, or have submitted an indirect cost rate proposal to their cognizant Federal agency for review and approval. Recipients are responsible for maintaining an approved indirect cost rate. Recipients with differences between their provisional rates and final rates are not entitled to more than the award amount, without EPA approval.

3. Hotel-Motel Fire Safety

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

4. Procurement - Recycling

Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery

Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

5. Suspension & Debarment

The recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The recipient may access the Excluded Parties List System at <http://epls.arnet.gov>. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

6. Lobbying

The recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

7. Lobbying & Litigation

The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

8. Recycling

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

9. Single Audit

In accordance with OMB Circular A-133, which implements the Single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit a copy of the SF-SAC and a Single Audit Report Package. For fiscal periods ending in 2002 to 2007 recipients are to submit in hardcopy to the following address:

Federal Audit Clearinghouse
1201 East 10th Street
Jeffersonville, IN 47132

For fiscal periods ending in 2008 and beyond the recipient **MUST** submit the SF-SAC and Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. For complete information on how to accomplish the 2008 and beyond single audit submissions, you will need to visit the Federal Audit Clearinghouse website: <http://harvester.census.gov/fac/>

10. Drug-Free Workplace Certification

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html.

11. Subawards

The recipient agrees to:

- a. Establish all subaward agreements in writing;
- b. Maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a subrecipient);
- c. Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the recipient;
- d. Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
- e. Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
- f. Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
- g. Obtain EPA's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
- h. Obtain approval from EPA for any new subaward work that is not outlined in the approved work plan in with 40 CFR Parts 30.25 and 31.30, as applicable.

Any questions about subrecipient eligibility or other issues pertaining to subawards should be addressed to the recipients' EPA Project Officer. Additional information regarding subawards may be found at <http://www.epa.gov/oqd/guide/subaward-policy-part-2.pdf>.

Guidance for distinguishing between vendor and subrecipient relationships and ensuring compliance with

Section 210(a)-(d) of OMB Circular A-133 can be found at <http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

The recipient is responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

12. Management Fees

The recipient agrees that management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

13. Reimbursement Limitation

EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as shown on line 15 in its EPA approved budget. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk.

14. Trafficking Victim Protection Act

To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

a. We, as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement below; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either: (a) associated with performance under this award; or (b) imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1532. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in the Prohibition Statement below.

b. Our right to terminate unilaterally that is described in paragraph a of this award term: (1) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to us under this award.

c. You must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement - You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

15. Federal Financial Report

Pursuant to 40 CFR 31.41(b) and 31.50(b), the recipient agrees to submit to EPA a Federal Financial Report (FFR) (SF-425) as follows:

a. **Annual interim** FFRs are required when the budget period is longer than one year and are due no later

than 90 days following the end of the quarter of the anniversary of the budget period start date. The following reporting period end dates shall be used for interim reports: 3/31, 6/30, 9/30, or 12/31.

b. Final FFRs are due no later than 90 days after the end of the grant budget period.

The form is available on the internet at <http://www.epa.gov/ocfo/finservices/forms.htm>. All FFRs must be submitted to U.S. EPA - Las Vegas Finance Center (LVFC), P.O. Box 98515, Las Vegas, NV 89193-8515 or faxed to 702-798-2423.

The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final FFR. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

EPA may take enforcement actions in accordance with 40 CFR 31.43, if the recipient does not comply with this term and condition.

16. Disadvantaged Business Enterprise

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreement.

Current Fair Share Objective/Goal

The dollar amount of this assistance agreement is \$250,000, or more; or the total dollar amount of all of the recipient's non-TAG assistance agreements from EPA in the current fiscal year is \$250,000, or more. The Maryland Department of the Environment has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

MBE%: CONSTRUCTION 11.0; EQUIPMENT 11.0; SERVICES 12.0; SUPPLIES 11.0
WBE%: CONSTRUCTION 11.0; EQUIPMENT 11.0; SERVICES 10.0; SUPPLIES 11.0

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404

If the recipient has not yet negotiated its MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, equipment, services and supplies.

The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State, and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and Local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce in finding DBEs.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. **Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments.** The reports must be submitted **semiannually** for the periods ending March 31st and September 30th for:

Recipients of financial assistance agreements that capitalize revolving loan programs (CWSRF, DWSRF, Brownfields); and

All other recipients not identified as annual reporters (40 CFR Part 30 and 40 CFR Part 35, Subpart A and Subpart B recipients are annual reporters).

The reports are due within 30 days of the end of the semiannual reporting periods (April 30th and October 30th). Reports should be sent to Kinshasa Brown-Perry, Acting Small Business Program Manager (3PM00), U.S. EPA - Region III, 1650 Arch Street, Philadelphia, PA 19103-2029. Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. Your grant cannot be officially closed without all MBE/WBE reports.

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at www.epa.gov/osbp.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the

recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

17. Federal Employee Costs

The recipient understands that the funds for this project (including funds contributed by the recipient as their cost share) may not be used to pay for the travel of Federal employees, or for other costs associated with Federal participation in this project unless the Federal agency is performing special technical assistance to the recipient as allowed under the provisions of the Intergovernmental Cooperation Act.

18. Payment to Consultants

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2013, the limit is \$596.00 per day and \$74.50 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j) or 30.27(b).

19. Funding Prohibition

Congress has prohibited EPA from using its FY 2012 appropriations to provide funds to the Association of Community Organizations for Reform Now (ACORN) or any of its subsidiaries. None of the funds provided under this agreement may be used for subawards/subgrants or contracts to ACORN or its subsidiaries. Recipients should direct any questions about this prohibition to their EPA Grants Management Office.

20. Equipment Disposition

In accordance with 40 CFR 31.32(c), the recipient may continue to use any equipment purchased under the assistance agreement on this project or on other Federally funded projects whether or not supported by Federal funds.

21. Central Contractor Registration and Universal Identifier Requirements

A. Requirement for Central Contractor Registration (CCR). Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers. If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions. For purposes of this award term:

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).

2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

- a. A Governmental organization, which is a State, local government, or Indian Tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. –.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

22. Civil Rights Obligations

GENERAL

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Standard Form 424B or Standard Form 424D, as applicable. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.

STATUTORY REQUIREMENTS

In carrying out this agreement, the recipient must comply with:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and

- The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.

If the recipient is conducting an education program under this agreement, it must also comply with:

- Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.

If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with:

- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

REGULATORY REQUIREMENTS

The recipient agrees to comply with all applicable EPA civil rights regulations, including:

- For Title IX obligations, 40 C.F.R. Part 5; and
- For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R. Part 7.
- As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.

TITLE VI – LEP, Public Participation and Affirmative Compliance Obligation

- As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "*Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons.*" The guidance can be found at http://rwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004_register&docid=fr25in04-79.pd
- If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at <http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf>
- In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

Programmatic Conditions

1. Quality Assurance Management Plan

In accordance with 40 CFR 31.45, the recipient shall continue to implement and adhere to the Quality Management Plan (QMP) submitted to EPA. The QMP should be updated annually or as necessary based on the EPA QA/R-2: EPA Requirements for Quality Management Plans. This quality assurance requirement applies to all grants, cooperative agreements, contracts and interagency agreements that involve the use of environmental data.

2. Quality Assurance Project Plan

In accordance with 40 CFR 31.45, the recipient must develop and implement quality assurance and quality control procedures, specifications and documentation that are sufficient to produce data of adequate quality to meet project objectives. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance/quality control requirements and technical activities that must be implemented to ensure that project objectives are met. The QAPP should be prepared in accordance with EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans. The QAPP must be submitted to the EPA Project Officer at least 30 days prior to the initiation of data collection or data compilation.

Prior to environmental data collection or data compilation, the QAPP must be approved by the EPA Project Officer. When the recipient is delegating the responsibility for an environmental data collection or data compilation activity to another organization, the EPA Regional Quality Assurance Manager may allow the recipient to review and approve that organization's QAPP.

Recipient agrees to provide a QAPP for objectives 3, 6, and 8 to the EPA Project Officer no later than September 30, 2010. In addition, recipient agrees to submit an updated QAPP for objective 11 to the EPA Project Officer by April 30, 2010. Failure to submit these QAPPs by the due dates will constitute noncompliance with this grant agreement and enforcement actions may be initiated.

3. Pre-Award Costs

Pre-Award Costs have been approved in accordance with the recipient's application dated June 14, 2010.

4. Performance Reports - Part 31

In accordance with 40 C.F.R. § 31.40, the recipient agrees to submit performance reports that include brief information on each of the following areas; 1) a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period (Where the output of the project can be quantified, a computation of the cost per unit of the output); 2) the reasons for slippage if established outputs/outcomes were not met; and 3) additional pertinent information, including, when appropriate, analysis and information of cost overruns or high unit costs.

In accordance with 40 C.F.R. § 31.40 (d), the recipient agrees to inform EPA as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs /outcomes specified in the assistance agreement work plan.

5. Performance Reports - Submission Frequency

The recipient agrees to submit semi-annual performance reports to the EPA Project Officer. The reports are due 30 days after the reporting period. Final performance reports are due 90 days after the end of the budget period.

6. Program Guidance

The recipient agrees to comply with the provisions of the annual U.S. EPA Chesapeake Bay Program Grant and Cooperative Agreement Guidance of 2010 and its revisions.

7. Program Income - Further Project Objectives

The recipient agrees to use any program income generated during the project period to further eligible project or program objectives. The recipient shall have no obligation to EPA regarding program income earned after the end of the project period.

Attachment C-11



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

**Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form**

NAME OF SUBCONTRACTOR ¹	PROJECT NAME
ADDRESS	CONTRACT NO.
TELEPHONE NO.	E-MAIL ADDRESS
PRIME CONTRACTOR NAME	

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR
Subcontractor Signature _____		Title/Date _____

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

Disadvantaged Business Enterprise Program DBE Subcontractor Participation Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Participation Form to this address.

Attachment C-12



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form

NAME OF SUBCONTRACTOR ¹		PROJECT NAME
ADDRESS		BID/PROPOSAL NO.
TELEPHONE NO.		E-MAIL ADDRESS
PRIME CONTRACTOR NAME		
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR
Currently certified as an MBE or WBE under EPA's DBE Program? _____ Yes _____ No		
Signature of Prime Contractor _____		Date _____
Print Name _____		Title _____
Signature of Subcontractor _____		Date _____
Print Name _____		Title _____

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

Disadvantaged Business Enterprise Program DBE Subcontractor Performance Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

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Attachment C-13



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form

BID/PROPOSAL NO.	PROJECT NAME
NAME OF PRIME BIDDER/PROPOSER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

The following subcontractors ¹ will be used on this project:			
COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATED DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?
<p>I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).</p>			
Signature Of Prime Contractor _____		Date _____	
Print Name _____		Title _____	

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

**Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form**

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Utilization Form to this address.

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

March 27, 2015

TO: Tom Stevenson
FROM: Colonel David Meienschein
SUBJECT: Resolution – Commercial Lease Agreement – 800-E South Salisbury Boulevard

Attached, please find a Resolution accepting donated space and authorizing the Chief of Police or designee to enter into a no cost Commercial Lease Agreement with Single Properties, Incorporated for the purposes of leasing the property of 800-E South Salisbury Blvd. This will be a one year, no cost lease that will auto renew each year however, may be terminated by either party upon 30 days written notice. The operating expenses such as electric, internet, and alarm will have to be paid by the City each month. The estimated cost is \$460.00 per month or \$5,520.00 per year. SPD would request at addition one time allotment of \$4,000.00 for computer, office furniture, alarm system installation, security camera system, and supplies.

The property will be designated as City Service Center and as such may be used by the police department, and all other city departments as a temporary base of operations, providing additional workspace to complete paperwork, hold department specific educational programs and provide a location to have community meetings in an area of the city that is in need of enhanced services. There are funds available in our FY15 budget to cover the above mentioned expenses.

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

Attachment

1 RESOLUTION NO. 2495

2
3 A RESOLUTION OF THE CITY OF SALISBURY TO ENTER INTO A COMMERCIAL
4 LEASE AGREEMENT ACCEPTING THE DONATED SPACE OF 800-E SOUTH SALISBURY
5 BOULEVARD AND AUTHORIZING THE CHIEF OF POLICE OR DESIGNEE TO SIGN THE
6 LEASE AGREEMENT.

7
8 WHEREAS, the owner of 800-E South Salisbury Boulevard wishes to enter into a Commercial
9 lease agreement to donate the space to the City of Salisbury at no cost; and

10
11 WHEREAS, the lease is for a one year period that auto renews annually however, may be
12 terminated at any time by either party upon 30 days written notice; and

13
14 WHEREAS, the City of Salisbury will utilize this space as a City Service Center which may be
15 used as a temporary base of operations, or complete paperwork, to provide additional workspace, and
16 provide a location to have community and educational meetings in an area of the City that is in need of
17 enhanced services; and

18
19 WHEREAS, the City of Salisbury will be responsible for operating expenses such as electric,
20 internet, and alarm will have to be paid by the City each month. The estimated cost is \$460.00 per month
21 or \$5,520.00 per year. SPD would request at addition one time allotment of \$4,000.00 for computer,
22 office furniture, alarm system installation, security camera system, and supplies.

23
24 WHEREAS, the City Police Department has the funds available for in the remaining FY15 budget
25 to cover the expenses related to operating costs.

26
27 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
28 SALISBURY, MARYLAND authorizes the Chief of Police or Designee to enter into a one year no cost
29 Commercial Lease Agreement with Single Properties, Incorporated for the purpose of utilizing 800-E
30 South Salisbury Boulevard as a City Service Center.

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

34
35 ATTEST:

36
37 _____
38 Kimberly R Nichols, City Clerk

39 _____
40 Jacob R. Day, President
41 Salisbury City Council

42 APPROVED BY ME THIS:

43 _____ day of _____, 2015

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46 _____
47 James Ireton, Jr., Mayor

Ordinance No. 2323

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AN ORDINANCE OF THE COUNCIL OF THE CITY OF SALISBURY AUTHORIZING AND EMPOWERING CITY OF SALISBURY TO EXECUTE AND DELIVER, IN EXCHANGE FOR THE OUTSTANDING CITY OF SALISBURY SPECIAL OBLIGATION BONDS (THE VILLAGES AT AYDELOTTE FARM PROJECT), SERIES 2007 (THE “ORIGINAL BONDS”), THE PROCEEDS OF WHICH WERE APPLIED TO FINANCE OR REIMBURSE THE COSTS OF CERTAIN INFRASTRUCTURE IMPROVEMENTS IN ACCORDANCE WITH THE TAX INCREMENT FINANCING ACT AND THE SPECIAL TAXING DISTRICT ACT IDENTIFIED HEREIN, RESERVES, AND OTHER COSTS PERMITTED BY SUCH ACTS, SUCH AMENDED AND RESTATED BONDS TO BE EXECUTED AND DELIVERED IN AN INITIAL AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$9,775,000 AND TO BE STRUCTURED AS CAPITAL APPRECIATION BONDS WITH AN ACCRETION VALUE NOT EXCEEDING 5.25% (THE “AMENDED AND RESTATED BONDS”) IN CONNECTION WITH A RESTRUCTURING OF THE ORIGINAL BONDS; PROVIDING THAT SUCH AMENDED AND RESTATED BONDS SHALL NEVER CONSTITUTE A GENERAL OBLIGATION DEBT OF OR A PLEDGE OF THE CITY’S FULL FAITH AND CREDIT OR TAXING POWERS; PROVIDING FOR THE FURTHER SPECIFICATION, PRESCRIPTION, DETERMINATION, PROVISION FOR OR APPROVAL OF VARIOUS OTHER MATTERS, DETAILS, DOCUMENTS AND PROCEDURES IN CONNECTION WITH THE AUTHORIZATION, SECURITY, EXECUTION, DELIVERY, EXCHANGE AND PAYMENT FOR ANY SUCH AMENDED AND RESTATED BONDS; MAKING CERTAIN LEGISLATIVE FINDINGS; PROVIDING THAT THIS ORDINANCE SHALL BE DEEMED TO SUPPLEMENT AND AMEND ORDINANCE NO. 2019, PASSED BY THE COUNCIL ON NOVEMBER 27, 2006, APPROVED BY THE MAYOR ON NOVEMBER 28, 2006 AND EFFECTIVE ON NOVEMBER 28, 2006; AND GENERALLY PROVIDING FOR THE AMENDED AND RESTATED BONDS.

RECITALS

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WHEREAS, pursuant to the authority of Sections 14-201 to 14-214, inclusive, of Article 41 of the Annotated Code of Maryland (now codified as Sections 12-201 to 12-213, inclusive, of the Economic Development Article of the Annotated Code of Maryland, and as the same may be further amended, supplemented or replaced, the “Tax Increment Financing Act”), Section 44A of Article 23A of the Annotated Code of Maryland (now codified as Sections 21-407 to 21-422, inclusive, of the Local Government Article of the Annotated Code of Maryland, and as the same may be further amended, supplemented or replaced, the “Special Taxing District Act” and, together with the Tax Increment Financing Act, the “Acts” or, individually, an “Act”), Resolution No. 1369, adopted by the Council of the City (the “Council”) on March 13, 2006, approved by the Mayor of the City (the “Mayor”) on March 15, 2006 and effective on March 15, 2006 (the “Designation Resolution”), City of Salisbury, a Maryland municipal corporation (the “City”), designated a contiguous area in the City as described in the Designation Resolution as

Underlining : Indicates material added by amendment after introduction
~~Strike through~~ : Indicates material deleted by amendment after introduction

44 both (i) the “Northeast Collector Phase III Development District”, a “development district”
45 within the meaning of the Tax Increment Financing Act (the “Development District”), and (ii)
46 the “Northeast Collector Phase III Special Taxing District”, a “special taxing district” within the
47 meaning of the Special Taxing District Act (the “Special Taxing District” and, together with the
48 Development District, the “District”); and
49

50 WHEREAS, pursuant to the Designation Resolution, the City also created the “special
51 funds” required by the respective Acts, which special funds are respectively designated as the
52 “Northeast Collector Phase III Tax Increment Fund” (the “Tax Increment Fund”) and the
53 “Northeast Collector Phase III Special Taxes Fund” (the “Special Taxes Fund”); and
54

55 WHEREAS, pursuant to the authority of the Acts and Ordinance No. 2019, passed by the
56 Council on November 27, 2006, approved by the Mayor on November 28, 2006 and effective on
57 November 28, 2006 (the “Bond Ordinance”), the City authorized the issuance of special
58 obligation bonds in one or more series from time to time in an aggregate principal amount not to
59 exceed \$10,900,000 (the “Authorized Bonds”) in order to initially finance or reimburse the cost
60 (within the meaning of the Acts) of certain public improvements benefitting the District and
61 related financing costs and costs of issuance, as permitted by the Acts, such Authorized Bonds to
62 be payable from amounts on deposit in the Tax Increment Fund and to the extent such amounts
63 are insufficient for such purpose, the Special Taxes Fund; and

64 WHEREAS, in accordance with the Special Taxing District Act and the Bond Ordinance,
65 the City provided for the levy, imposition and collection pursuant to the Special Taxing District
66 Act of non-ad valorem special taxes (the “Special Taxes”) upon all real and personal property
67 within the Special Taxing District, unless exempted by law or the provisions of the “Rate and
68 Method of Apportionment of Special Taxes of the City of Salisbury Northeast Collector Phase
69 III Special Taxing District” that was attached to the Bond Ordinance as Exhibit A and approved
70 and adopted pursuant to the Bond Ordinance (the “Rate and Method”); and

71 WHEREAS, as permitted by the Acts, pursuant to the Bond Ordinance, the Council
72 delegated the authority to the Mayor by executive order to determine and approve certain details
73 of and documents relating to the Authorized Bonds, within the limitations stated in the Bond
74 Ordinance; and

75 WHEREAS, on April 16, 2007, pursuant to the authority of the Acts, the Designation
76 Resolution, the Bond Ordinance and an executive order of the Mayor dated April 16, 2007, the
77 City issued the City of Salisbury Special Obligation Bonds (The Villages at Aydelotte Farm
78 Project), Series 2007 in the original aggregate principal amount of \$9,775,000 (the “Original
79 Series 2007 Bonds”); and

80 WHEREAS, the Original Series 2007 Bonds were issued pursuant to an Indenture of
81 Trust dated as of April 1, 2007 (as the same may have been supplemented to date, the “Existing
82 Indenture”) between the City and Wells Fargo, N.A., as trustee (which was subsequently

Underlining : Indicates material added by amendment after introduction
~~Strike through~~ : Indicates material deleted by amendment after introduction

83 replaced by UMB Bank, n.a., as a successor trustee in accordance with the Existing Indenture)
84 (the “Trustee”); and

85 WHEREAS, in accordance with the Tax Increment Financing Act and the Designation
86 Resolution, certain incremental tax revenues derived from regular ad valorem taxes levied on and
87 collected from properties located within the Development District and attributed to an increase in
88 the assessed value of such properties over a stated base value (the “Tax Increment Revenues”)
89 are required to be deposited to the Tax Increment Fund and applied in accordance with the
90 provisions of the Tax Increment Financing Act, the Designation Resolution and the Existing
91 Indenture; and

92
93 WHEREAS, in accordance with the Special Taxing District Act, the Designation
94 Resolution, the Bond Ordinance and the Existing Indenture, the Special Taxes imposed and
95 collected in accordance with the Rate and Method are required to be deposited in the Special
96 Taxes Fund and applied in accordance with the provisions of the Special Taxing District Act, the
97 Designation Resolution, the Bond Ordinance and the Existing Indenture; and

98
99 WHEREAS, as provided in the Tax Increment Financing Act, the Special Taxing District
100 Act, the Bond Ordinance and the Existing Indenture, the Original Series 2007 Bonds are special
101 obligations of the City payable from amounts on deposit in the Tax Increment Fund and the
102 Special Taxes Fund and may not constitute a general obligation debt of the City or a pledge of
103 the City’s full faith and credit or taxing power; and

104 WHEREAS, the developer that originally requested the creation of the Special Taxing
105 District and the authorization of the Authorized Bonds intended to develop the District with
106 approximately 76 single-family homes, 453 townhouses and 144 condominium units, as well as
107 two commercial lots for retail and convenience store purposes (the “Development”); and

108 WHEREAS, it was projected that at some point the increase in assessed value of
109 properties in the Development would generate Tax Increment Revenues sufficient to pay debt
110 service on the Original Series 2007 Bonds, replenish (as necessary) a debt service reserve fund
111 established therefor and cover ongoing administrative costs with respect to the District, and the
112 Special Taxes were imposed in order to cover any shortfall in Tax Increment Revenues for such
113 purpose, subject to the limitations provided for in the Rate and Method with regard to the amount
114 of Special Taxes that could be imposed on any particular tax parcel in the Development, based
115 on its use; and

116 WHEREAS, due to the economic downturn, the Development was not developed as
117 planned and, therefore, the assessed value of properties located in the District has not increased
118 as originally projected; and

119 WHEREAS, the failure of certain owners of property within the District to pay the
120 regular ad valorem taxes from which Tax Increment Revenues are derived and/or the Special
121 Taxes imposed on their properties, when coupled with the fact that assessed values of property

Underlining : Indicates material added by amendment after introduction
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122 within the District have not increased as originally projected, has resulted in the collection of Tax
123 Increment Revenues and Special Taxes insufficient to pay debt service on the Original Series
124 2007 Bonds; and

125 WHEREAS, because amounts collected in accordance with the Acts and deposited in Tax
126 Increment Fund and the Special Taxes Fund have been insufficient to pay debt service on the
127 Original Series 2007 Bonds, the Original Series 2007 Bonds are in default under the Existing
128 Indenture; and

129 WHEREAS, when the owners of certain properties located in the District failed to pay
130 the taxes from which the Tax Increment Revenues and/or the Special Tax Revenues are derived,
131 their properties were offered for tax sale in June 2012, in accordance with the applicable Act or
132 Acts and applicable law; and

133 WHEREAS, the Trustee purchased certain of the properties offered for tax sale in June
134 2012 (the "Tax Sale Properties"); and

135 WHEREAS, the Trustee subsequently transferred the certificates of sale for the Tax Sale
136 Properties to a special purpose entity known as Villages at Aydelotte Farms Holdings, Inc.
137 ("Holdings"); and

138 WHEREAS, it is the City's understanding that Holdings has entered into an agreement
139 (as amended to date, the "Sales Agreement") with Skymark Real Estate Investors, LLC
140 ("Skymark") under which Skymark has agreed to purchase and develop the Tax Sale Properties
141 provided the Original Series 2007 Bonds are restructured; and

142 WHEREAS, the Trustee has advised that the existing holders of the Original Series 2007
143 Bonds (the "Bondholders") have agreed to the restructuring proposed by Skymark and provided
144 for in the Sales Agreement; and

145 WHEREAS, the proposed restructuring involves (i) the exchange of outstanding Original
146 Series 2007 Bonds for amended and restated bonds that will be structured as capital appreciation
147 bonds with an accretion value of 5.25%, and (ii) an extension of the first optional redemption
148 date from January 1, 2017 to January 1, 2025, provided that the maturity date of the amended
149 and restated bonds will not be extended beyond the original maturity date of the Original Series
150 2007 Bonds; and

151 WHEREAS, as of the date of introduction of this Ordinance, the Original Series 2007
152 Bonds were outstanding in the aggregate principal amount of \$9,775,000; and

153 WHEREAS, any restructuring of the Original Series 2007 Bonds as contemplated by the
154 Trustee and the Bondholders (as the terms thereof may be further refined by such parties and
155 Skymark) will constitute a current refunding and a reissuance of such Original Series 2007
156 Bonds for purposes of the Internal Revenue Code of 1986, as amended, and the Income Tax

Underlining : Indicates material added by amendment after introduction
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157 Regulations promulgated thereunder (collectively, the “Code”), and, accordingly, bond counsel
158 to the City has advised that the Council needs to grant certain authorizations regarding any such
159 restructuring by ordinance; and

160 WHEREAS, bond counsel to the City has advised that the contemplated restructuring of
161 the Original Series 2007 Bonds, while constituting a technical refunding and reissuance for
162 purposes of the Code, does not involve the issuance of Additional Bonds for refunding purposes
163 under the Existing Indenture or the Acts; and

164 WHEREAS, the Council is willing to authorize a restructuring of the outstanding
165 Original Series 2007 Bonds within the limitations provided for in this Ordinance in an effort to
166 stimulate development in the District and hopefully facilitate the future generation of Tax
167 Increment Revenues sufficient to provide for the payment of debt service on the Original Series
168 2007 Bonds, as restructured, recognizing that the Special Taxes, to the extent collected, remain a
169 secondary source for payment of such debt service; and

170 WHEREAS, prior to enacting this Ordinance, the Mayor and Council held a public
171 hearing after giving not less than ten (10) days’ notice in a newspaper of general circulation in
172 the City of Salisbury in accordance with Section 21-411 of the Special Taxing District Act.

173
174 SECTION 1. FINDINGS AND DETERMINATIONS. NOW, THEREFORE BE IT
175 ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND that:

176
177 (a) The Recitals to this Ordinance (the “Recitals”) are deemed a substantive part of
178 this Ordinance and are incorporated by reference herein, and capitalized terms defined in the
179 Recitals and used herein shall have the meanings given to such terms in the Recitals.

180
181 (b) References in this Ordinance to any official by title shall be deemed to refer (i) to
182 any official authorized under the Charter or other applicable law to act in such titled official’s stead
183 during the absence or disability of such titled official, (ii) to any person who has been elected,
184 appointed or designated to fill such position in an acting capacity under the Charter, the code of City
185 ordinances (the “City Code”) or other applicable law, (iii) to any person who serves in a “Deputy”
186 or “Assistant” capacity as such an official, provided that the applicable responsibilities, rights or
187 duties referred to herein have been delegated to such deputy or assistant in accordance with
188 applicable law or authority, and/or (iv) to the extent an identified official commonly uses another
189 title not provided for in the Charter or the City Code, the official, however known, who is charged
190 under the Charter, the City Code or other applicable law or authority with the applicable
191 responsibilities, rights or duties referred to herein; and

192
193 (c) By the adoption of the Designation Resolution and the Bond Ordinance, the Council
194 complied with the provisions of (i) Sections 12-203 and 12-208(c) and (d) of the Tax Increment
195 Financing Act (as required by Section 12-204(b)(2)(i) of such Act) and (ii) Sections 21-412 and 21-
196 414 of the Special Taxing District Act (as required by Section 21-417(b)(2)(i) of such Act),

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197 inasmuch as the corresponding provisions of the Designation Resolution and the Bond Ordinance
198 are not intended to be modified by the provisions of this Ordinance; and

199
200 (d) Pursuant to Section 2 of the Bond Ordinance and the Rate and Method, which is
201 incorporated by reference in the Bond Ordinance, the Council met the requirements of Section 21-
202 417(b)(3) of the Special Taxing District Act.

203
204 (e) The Application dated February 24, 2006 submitted to the City prior to the adoption
205 of the Designation Resolution constitutes the request contemplated by Section 21-409(c) of the
206 Special Taxing District Act with respect to the transactions contemplated by this Ordinance.

207 **SECTION 2. AUTHORIZED AMOUNT AND NATURE OF AMENDED AND**
208 **RESTATED SERIES 2007 BONDS.** BE IT FURTHER ORDAINED that:

209
210
211 (a) The execution and delivery by the City of amended and restated bonds in
212 exchange for the Original Series 2007 Bonds (the “Amended and Restated Series 2007 Bonds”),
213 in an initial aggregate principal amount (expressed as a par amount) not to exceed Nine Million
214 Seven Hundred Seventy-five Thousand Dollars (\$9,775,000) and structured as capital
215 appreciation bonds with an accretion value not exceeding 5.25%, and as may be determined
216 pursuant to the further provisions of this Ordinance, is hereby authorized and approved.
217 References in this Ordinance to the Amended and Restated Series 2007 Bonds having an
218 accretion value not exceeding 5.25% shall be construed to satisfy the requirement of the Acts
219 that this Ordinance specify the maximum rate of interest to be borne by the Amended and
220 Restated Series 2007 Bonds. The City hereby expressly recognizes that the accreted value of any
221 such capital appreciation bonds, when compounded interest is added thereto, will exceed Nine
222 Million Seven Hundred Seventy-five Thousand Dollars (\$9,775,000), and such increase pursuant
223 to the calculation of accreted value is hereby expressly authorized and approved and shall not be
224 construed to violate the maximum initial aggregate principal amount (expressed as a par amount)
225 of the Amended and Restated Series 2007 Bonds provided for in this Section 2.

226
227 (b) The Amended and Restated Series 2007 Bonds are hereby authorized to be
228 executed by the manual or facsimile signature of the Mayor. The seal of the City shall be affixed
229 to the Amended and Restated Series 2007 Bonds and attested by the City Clerk or other similar
230 administrative officer of the City. The Amended and Restated Series 2007 Bonds shall mature
231 not later than January 1, 2037, the date of maturity of the Original Series 2007 Bonds.

232
233 (c) **THE AMENDED AND RESTATED SERIES 2007 BONDS SHALL NOT BE**
234 **AN INDEBTEDNESS OF THE CITY FOR WHICH THE CITY IS OBLIGATED TO**
235 **LEVY OR PLEDGE, OR HAS LEVIED OR PLEDGED, AD VALOREM TAXES OR**
236 **SPECIAL TAXES OF THE CITY OTHER THAN THE REAL PROPERTY TAXES**
237 **REPRESENTING THE LEVY ON THE TAX INCREMENT (WITHIN THE MEANING**
238 **OF THE TAX INCREMENT FINANCING ACT) OF PROPERTIES LOCATED IN THE**
239 **DEVELOPMENT DISTRICT OR THE SPECIAL TAXES CONTEMPLATED BY THE**

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240 **BOND ORDINANCE, AS SUPPLEMENTED AND AMENDED BY THIS ORDINANCE.**
241 **THE AMENDED AND RESTATED SERIES 2007 BONDS SHALL BE A SPECIAL**
242 **OBLIGATION OF THE CITY AND WILL NOT CONSTITUTE A GENERAL**
243 **OBLIGATION DEBT OF THE CITY OR A PLEDGE OF THE CITY’S FULL FAITH**
244 **AND CREDIT OR TAXING POWER. THE ONLY FUNDS THE CITY WILL BE**
245 **OBLIGATED TO USE TO MAKE PAYMENT ON THE AMENDED AND RESTATED**
246 **SERIES 2007 BONDS WILL BE THOSE THAT RESULT FROM REAL PROPERTY**
247 **TAXES LEVIED BY THE CITY ON THE TAX INCREMENT OF PROPERTIES**
248 **LOCATED IN THE DEVELOPMENT DISTRICT AND, IF SUCH REVENUES ARE OR**
249 **WILL BE INSUFFICIENT, THE SPECIAL TAXES LEVIED ON AND COLLECTED**
250 **FROM PROPERTY LOCATED IN THE SPECIAL TAXING DISTRICT IN**
251 **ACCORDANCE WITH THE RATE AND METHOD AND THE BOND ORDINANCE,**
252 **AS SUPPLEMENTED AND AMENDED BY THIS ORDINANCE.**
253

254 SECTION 3. AUTHORITY OF MAYOR TO DETERMINE CERTAIN MATTERS
255 RELATING TO THE AMENDED AND RESTATED SERIES 2007 BONDS. BE IT
256 FURTHER ORDAINED that, subject to the provisions of Section 2 of this Ordinance, prior to the
257 execution and delivery of the Amended and Restated Series 2007 Bonds in exchange for Original
258 Series 2007 Bonds, the Mayor, by executive order, is hereby authorized, empowered and
259 directed to specify, prescribe, determine, provide for, or approve, for the purposes and within the
260 limitations of the Acts and this Ordinance, all matters, details, forms, documents, and procedures
261 pertaining to the delivery and payment of or for such Amended and Restated Series 2007 Bonds,
262 including, without limitation, the following:
263

264 (a) The actual principal amount of the Amended and Restated Series 2007 Bonds
265 (specified as an initial par amount) to be executed and delivered in exchange for the outstanding
266 Original Series 2007 Bonds;
267

268 (b) The accretion value of and the method of calculating accreted value for the
269 Amended and Restated Series 2007 Bonds;
270

271 (c) The time or times that the Amended and Restated Series 2007 Bonds may be
272 executed and delivered;
273

274 (d) The form, purpose and tenor of the Amended and Restated Series 2007 Bonds and
275 the denominations in which the Amended and Restated Series 2007 Bonds shall be executed and
276 delivered;
277

278 (e) The manner in which and the times and places that the principal of and interest on
279 the Amended and Restated Series 2007 Bonds is to be paid, within the limitations set forth in the
280 Acts and this Ordinance;
281

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282 (f) Conditions for the payment of principal of and interest on the Amended and
283 Restated Series 2007 Bonds before maturity;

284
285 (g) The form and contents of, and provisions for the execution and delivery of, any
286 amendment of, amendment and restatement of, or supplement to, the Existing Indenture and any
287 of the other documents originally executed and delivered in connection with the issuance of the
288 Original Series 2007 Bonds, as the same may have been supplemented to date, and such
289 additional financing or other documents that are not otherwise specifically identified in this
290 Ordinance, and any amendments, modifications or supplements thereto, as the Mayor shall deem
291 necessary or desirable to evidence, secure or effectuate the execution and delivery of the
292 Amended and Restated Series 2007 Bonds in exchange for Original Series 2007 Bonds,
293 including, without limitation, any agreements with, or amendments and restatements of or
294 modifications to existing agreements with, consultants to or agents of the City with respect to the
295 District or the Amended and Restated Series 2007 Bonds, fee agreements, funding agreements,
296 investment agreements, security agreements, assignments, guarantees, financing agreements or
297 escrow agreements;

298
299 (h) The creation of additional security for the Amended and Restated Series 2007
300 Bonds and provision for the administration of the Amended and Restated Series 2007 Bonds
301 including, without limitation, the appointment of such trustees, escrow agents, fiscal agents,
302 administrators of the District, paying agents, registrars, rebate monitors or other agents as the
303 Mayor shall deem necessary or desirable to effectuate the transactions authorized hereby,
304 including, without limitation, any amendments to, amendments and restatements of, or
305 supplements to existing agreements or arrangements with any such counterparties that are in
306 effect with respect to the Original Series 2007 Bonds prior to the exchange therefor for Amended
307 and Restated Series 2007 Bonds;

308
309 (i) Provisions for the preparation and distribution of any preliminary or final
310 placement memorandum, offering circular or other disclosure document in connection with the
311 exchange of the Amended and Restated Series 2007 Bonds for Original Series 2007 Bonds, if
312 such placement memorandum, offering circular or other disclosure document is determined to be
313 necessary or desirable in connection therewith;

314
315 (j) The form and contents of, and provisions for the execution and delivery of, any
316 contract or contracts for the exchange of the Amended and Restated Series 2007 Bonds for
317 Original Series 2007 Bonds (or any portion thereof);

318
319 (k) To the extent that other obligated persons with respect to the Amended and
320 Restated Series 2007 Bonds have not assured compliance with, or to the extent that the offering
321 of the Amended and Restated Series 2007 Bonds is not exempt from the requirements of, Rule
322 15c2-12 of the United States Securities and Exchange Commission, the determination of the
323 form and contents of any written agreement or contract required by law or to the extent the same
324 is determined to be necessary or desirable even if not required by law, for the benefit of the

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325 holders of the Amended and Restated Series 2007 Bonds under which agreement or contract the
326 City will undertake to provide annual financial information, audited financial statements,
327 material events notices, and other information to the extent required by such Rule or such
328 agreement or contract;

329
330 (l) The negotiation, preparation, execution and delivery of any development
331 agreements or use agreements with the owners of any portion of the property located within the
332 District and/or their developers, contractors or agents regarding the use or ownership of
333 properties located within the District or outside the District if benefited by the Improvements (as
334 defined in the Bond Ordinance) already funded from proceeds of the Original Series 2007
335 Bonds, and any amendments of, amendments and restatements of, or supplements to any such
336 existing agreements;

337
338 (m) Any matters deemed necessary or desirable relating to application of any proceeds
339 of the Original Series 2007 Bonds still held by the Trustee, if any, or any other moneys to be
340 received in connection with the restructuring contemplated hereby, if any, including, without
341 limitation, to redeem Original Series 2007 Bonds or Amended and Restated Series 2007 Bonds,
342 as applicable, to fund reserves, to pay administrative expenses, to fund interest, to pay costs of
343 issuance relating to the Amended and Restated Series 2007 Bonds, or to be applied to any other
344 purpose permitted by the Acts; provided that, the reference to any other moneys received in
345 connection with the restructuring contemplated in this subsection (m) shall not be construed as
346 requiring the City to provide any other such moneys;

347
348 (n) The approval of any amendments to, or the determination of any reduction in the
349 Maximum Special Tax provided for in the Rate and Method, in accordance with the provisions
350 of the Rate and Method, to the extent not otherwise prohibited by the Special Taxing District
351 Act; and

352
353 (o) The determination of, or the provision for, such other matters in connection with
354 the authorization, execution, delivery, exchange and payment of the Amended and Restated
355 Series 2007 Bonds, the security for the Amended and Restated Series 2007 Bonds, and the
356 consummation of the transactions contemplated by this Ordinance as may be deemed appropriate
357 by the Mayor, including, without limitation, establishing procedures for the execution,
358 acknowledgement, sealing and delivery of such other and further agreements, documents and
359 instruments, and the authorization of appropriate officials of the City to take any and all actions,
360 as are or may be necessary or appropriate to consummate the transactions contemplated by this
361 Ordinance in accordance with the Acts and this Ordinance.

362
363 The Mayor's execution and delivery of any such executive order shall constitute conclusive
364 evidence of the Mayor's approval of the subject matter thereof.

365
366 SECTION 4. FURTHER AUTHORITY OF MAYOR. BE IT FURTHER ORDAINED
367 that the Mayor, on behalf of the City, by an executive order contemplated in Section 3 hereof, is

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368 hereby authorized to condition the execution and delivery of the Amended and Restated Series
369 2007 Bonds upon the execution, delivery and recording, as applicable, by the City, any of then-
370 current owners of property located in the District, the developers of property within the District
371 or other appropriate parties of any declaration of covenants, any notice to property owners within
372 the District (including subsequent property owners), or any other similar documents, instruments
373 or certificates reasonably related to the transactions contemplated by this Ordinance. The
374 Mayor, on behalf of the City, is hereby authorized and empowered to prepare or cause to be
375 prepared, negotiate or cause to be negotiated and execute and deliver any such declarations,
376 notices, documents, instruments or certificates to which the City is a party, and the same shall
377 contain such terms, agreements and conditions and be in such form as the Mayor may approve,
378 and the execution and delivery of the same by the Mayor shall constitute conclusive evidence of
379 the Mayor's approval thereof.

380
381 SECTION 5. CERTIFICATIONS AS TO TAX MATTERS. BE IT FURTHER
382 ORDAINED that:

383
384 (a) Any two of the Mayor, the City Administrator and the Director of Internal
385 Services (or any two other City officials designated by the Mayor pursuant to an executive order
386 contemplated in Section 3 above), acting in concert on behalf of the City, and provided that such
387 actions are within the bounds of their authority, are hereby authorized to prepare or cause to be
388 prepared, negotiate or cause to be negotiated, execute and deliver any supplement or amendment
389 to, or any amendment and restatement of, the Tax and Section 148 Certificate delivered by the
390 City on April 16, 2007 in connection with the original issuance of the Original Series 2007
391 Bonds or any similar certificate or agreement as to tax and arbitrage matters with respect to the
392 Amended and Restated Series 2007 Bonds (in any such case, the "Tax Certificate"). The Tax
393 Certificate shall contain such terms, agreements and conditions (and reflect, if applicable, any
394 determinations provided for in any executive order executed and delivered pursuant to Section 3
395 above) and be in such form as such officials shall approve after consultation with bond counsel
396 to the City, and the execution of the Tax Certificate by such officials shall constitute conclusive
397 evidence of their approval with respect thereto.

398
399 (b) The City shall set forth in the Tax Certificate its reasonable expectations as to
400 relevant facts, estimates and circumstances relating to the use of the proceeds of the Amended and
401 Restated Series 2007 Bonds (for purposes of the Code) or of any monies, securities or other
402 obligations to the credit of any account of the City which may be deemed to be proceeds of the
403 Amended and Restated Series 2007 Bonds pursuant to the Code (collectively, the "Bond
404 Proceeds"). The City covenants with the registered owners of the Amended and Restated Series
405 2007 Bonds that the facts, estimates and circumstances set forth in the Tax Certificate will be based
406 on the City's reasonable expectations on the date of execution and delivery of the Amended and
407 Restated Series 2007 Bonds and will be, to the best of the certifying officials' knowledge, true and
408 correct as of that date.

409

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410 (c) The City covenants with the registered owners of any of the Amended and Restated
411 Series 2007 Bonds that it will not make, or (to the extent that it exercises control or direction) permit
412 to be made, any use of the Bond Proceeds that would cause the Amended and Restated Series 2007
413 Bonds to be “arbitrage bonds” within the meaning of the Code, and that it will comply with those
414 provisions of the Code as may be applicable to the Amended and Restated Series 2007 Bonds on
415 their date of execution and delivery and which may subsequently lawfully be made applicable to the
416 Amended and Restated Series 2007 Bonds as long as any Amended and Restated Series 2007 Bond
417 remains outstanding and unpaid.

418
419 (d) The City specifically covenants that it will comply with all provisions of the Code
420 applicable to the Amended and Restated Series 2007 Bonds, including, without limitation,
421 compliance with provisions regarding the expenditure of the Bond Proceeds, the use of the Bond
422 Proceeds and the facilities financed or refinanced therewith, the restriction of investment yields, the
423 filing of information with the Internal Revenue Service, and the rebate of certain earnings resulting
424 from the investment of the Bond Proceeds or payments in lieu thereof. The City further covenants
425 that it shall make such use of the Bond Proceeds, regulate the investment of thereof and take such
426 other and further actions as may be required to maintain the exclusion from gross income for federal
427 income tax purposes of interest on the Amended and Restated Series 2007 Bonds. All officials,
428 officers, employees and agents of the City are hereby authorized and directed to provide such
429 certifications of facts and estimates regarding the amount and use of the Bond Proceeds and other
430 matters relating to the Amended and Restated Series 2007 Bonds as may be necessary or
431 appropriate.

432 (e) In connection with their execution and delivery of the Tax Certificate, the authorized
433 officials identified in this Section 5 are hereby authorized and empowered, on behalf of the City, to
434 make any designations, elections, determinations or filings on behalf of the City provided for in or
435 permitted by the Code and to reflect the same in the Tax Certificate and/or any form filed with the
436 Internal Revenue Service or any other documentation deemed appropriate by bond counsel to the
437 City. The Council hereby recognizes that any such form filed with the Internal Revenue Service
438 will be signed by only one such official.

439 SECTION 6. ADDITIONAL AUTHORIZED DOCUMENTATION AND ACTIONS.
440 BE IT FURTHER ORDAINED that the following officials of the City: the Mayor, the Vice
441 President of the Council, the City Administrator, the Director of Internal Services, any Assistant
442 Director of Internal Services and the City Clerk, acting individually or in concert as appropriate,
443 and provided that such actions are within the bounds of authority, are authorized and directed to
444 take any and all actions and to execute, attest, affix the City’s seal to and deliver, and to file and
445 record in any appropriate public offices (if applicable) all documents, instruments, certifications,
446 forms (including but not limited to, appropriate Internal Revenue Service forms in respect to the
447 Amended and Restated Series 2007 Bonds), financing statements or amendments thereto, letters
448 of instructions, written requests, contracts, agreements and other papers customarily delivered in
449 connection with the execution and delivery of obligations in the nature of the Amended and
450 Restated Series 2007 Bonds, whether or not herein mentioned and not otherwise provided for

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451 herein, as may be necessary or convenient to evidence the approvals of the City provided for in
452 this Ordinance, to invest moneys held under the Existing Indenture, as the same may be
453 amended, modified, supplemented or restated as provided herein, or moneys on deposit in the
454 Tax Increment Fund or the Special Taxes Fund (in all such cases, in accordance with the
455 provisions of applicable Maryland and federal law), to facilitate the execution and delivery of the
456 Amended and Restated Series 2007 Bonds and to consummate the transactions contemplated in
457 this Ordinance or in any of the documents herein authorized and approved.
458

459 SECTION 7. IMPACT ON BOND ORDINANCE. BE IT FURTHER
460 ORDAINED that this Ordinance shall be construed to supplement and amend the Bond Ordinance,
461 and the provisions of the Bond Ordinance shall remain in full force and effect except to the extent
462 supplemented, amended or contradicted hereby.
463

464 SECTION 8. LIBERAL CONSTRUCTION OF ORDINANCE. BE IT FURTHER
465 ORDAINED that the provisions of this Ordinance shall be liberally construed in order to
466 effectuate and carry out the purposes of and the activities authorized by the Acts and the matters
467 contemplated by this Ordinance.
468

469 SECTION 9. SEVERABILITY PROVISIONS. BE IT FURTHER ORDAINED that the
470 provisions of this Ordinance are severable, and if any provision, sentence, clause, section or part
471 hereof is held or determined to be illegal, invalid, unconstitutional or inapplicable to any person
472 or circumstance, such illegality, invalidity, unconstitutionality or inapplicability shall not affect
473 or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance
474 or their application to other persons or circumstances. It is hereby declared to be the intent of the
475 City that this Ordinance would have been adopted if such illegal, invalid, unconstitutional or
476 inapplicable provision, sentence, clause, section or part had not been included herein, and if the
477 person or circumstances to which this Ordinance or any part hereof are inapplicable had been
478 specifically exempted herefrom.
479

480 SECTION 10. EFFECTIVENESS OF ORDINANCE. BE IT FURTHER ORDAINED
481 that this Ordinance shall become effective following approval by the Mayor or subsequent passage
482 by the Council in accordance with the provision of Section SC2-12 of the Charter. Pursuant to the
483 Acts and Section SC2-16 of the Charter, this Ordinance shall not be subject to petition to
484 referendum.
485

486 [CONTINUED ON FOLLOWING PAGE]

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City of Salisbury



MARYLAND



125 NORTH DIVISION STREET
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KEITH A. CORDREY
DIRECTOR OF INTERNAL SERVICES
PROCUREMENT DIVISION

JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
INTERIM CITY ADMINISTRATOR

VACANT
ASSISTANT CITY ADMINISTRATOR

COUNCIL AGENDA – Award of Bid

April 27, 2015

- | | |
|---|----------------|
| 1. Contract RFP 10-15
WWTP Upgrade Construction Mgmt and Inspection Services | \$2,201,415.00 |
| 2. RFP 09-14 Real Estate Consulting Services
Change Order #1 | \$ 10,000.00 |
| 3. RFP 01-11 Automated Speed Enforcement System
Change Order #3
(*change to contract sum from percentage of revenue to a per system cost) | \$ 0.00* |

City of Salisbury



MARYLAND



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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

April 27, 2015

TO: Mayor and City Council

SUBJECT: Award of Bid
RFP 10-15 WWTP Upgrade Construction Management and Inspection Services

The City of Salisbury Internal Services Department, Procurement Division, received a request from the Public Works Department to solicit bids for RFP 10-15 WWTP Upgrade Construction Management and Inspection Services. The construction management vendor will be responsible for overall project coordination and engineering support for the WWTP BNR/ENR Upgrade, including key functions such as leading the construction and progress meetings, monitoring Contractor's compliance with MDE requirements, document control of submittal review and approval process, and schedule review. In addition, this solicitation requires that the vendor provide two (2) full time inspectors who will be the Construction Manager's full time representative at the site. The inspector will observe the progress and quality of the work and be responsible for oversight of the Contractor and inspection of the work to ensure conformance with the Contract Documents.

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 four (4) vendors submitted a bid by the due date and time of March 12, 2015 at 2:30 p.m. A evaluation committee comprised of Salisbury Public Works employees reviewed the vendor proposals and ranked each proposer on a scale of zero (unacceptable) to four (superior) according to the evaluation criteria established in the RFP:

<u>Weighting Factor</u>	<u>Criterion</u>
40%	Price and billable rates.
35%	Expertise, experience, and qualifications of the Vendor, its personnel and proposed subcontractors as related to the Scope of Services.
20%	Project Approach including document, cost and schedule control measures.
5%	Experience working on projects using any State Revolving Fund (SRF) loan funding.

Consultant	Total Base Bid (including Testing Allowance)	Inspection (Hourly Rate O/T)	Composite Score	Ranking
GHD	\$2,168,415.00	\$132.00	3.73	1
Hazen and Sawyer	\$2,378,939.64	\$82.82	3.06	2
Whitman, Requardt & Associates	\$2,826,496.00	\$150.00	2.43	3
Louis Berger	\$2,999,996.66	\$94.80	1.72	4

Per the award procedures defined in the bidding documents, the City chose to interview the top three (3) firms which were deemed as fully qualified, responsible, suitable, and professionally competent to provide the required services. Upon the conclusion of the interview process, GHD was determined by the evaluation committee to have presented the best proposal due to their clear understanding of the work required, staff experience and successful completion of similar projects.

The Procurement Department requests Council's approval to award RFP 10-15 to GHD in the amount of \$2,201,415, which includes the base bid of \$2,168,415 plus 250 hours of O/T inspection services (upon DPW authorization).

Sincerely,



Jennifer Miller
Assistant Director of Internal Services – Procurement and Parking

City of Salisbury



MARYLAND



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

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

JULIA GLANZ
ASSISTANT CITY ADMINISTRATOR

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

To: Jennifer Miller, Assistant Director of Internal Services – Procurement & Parking
From: Michael Moulds, Director of Public Works *MSM*
Date: April 8, 2015
Re: RFP 10-15 WWTP Upgrade Construction Management and Inspection Services

Salisbury Public Works recently advertised a Request for Proposals for Engineering Construction Services for the Wastewater Treatment Plant (WWTP) Biological Nutrient Removal (BNR) and Enhanced Nutrient Removal (ENR) Upgrade. The design of the upgrade was performed by Brown and Caldwell, who will have a limited scope during construction including reviewing all technical submittals, responding to Requests for Information, reviewing change orders and providing the Engineer of Record certification that the work was generally completed in accordance with the design.

The Construction Management and Inspection Services RFP 10-15 is to provide an Engineer to act as the Owner's representative and coordinate Construction Management activities with the Owner, the General Contractor and Brown and Caldwell. Additionally, the Construction Management Vendor will provide two (2) full time Inspectors at the site (one Lead and one Assistant). The Construction Management scope includes chairing the pre-construction meeting and monthly progress meetings and issuing minutes, chairing the bi-weekly construction sequencing and scheduling meetings, reviewing the schedule, reviewing and responding to Requests for Information, proposed change orders and work change directives, reviewing monthly partial payment applications, reviewing and acting on submittals and testing, developing a punch list and preparing recommendations of Substantial Completion and Final Acceptance.

Four (4) firms submitted proposals to RFP 10-15 WWTP Upgrade Construction Management and Inspection Services on March 12, 2015 at 3:30 p.m. Each member of the Selection Committee independently ranked the four respondents based upon the evaluation criteria established in the RFP. The criteria and weighting factor is shown below:

- 40% Price and billable rates.
- 35% Expertise, experience, and qualifications of the Vendor, its personnel and proposed subcontractors as related to the Scope of Services.
- 20% Project Approach including document, cost and schedule control measures.
- 5% Experience working on projects using any State Revolving Fund (SFR) loan funding.

The rating scale is from zero to four with zero being unacceptable and four being superior. After completing a detailed independent review, the Selection Committee then met to compare individual rankings and to develop a composite ranking of each firm. The proposed contract costs and the composite rankings are provided below. Please note that the total base bid for each Vendor includes a \$140,000 allowance for concrete and soils testing. Payment for testing will be made based on the actual cost of the tests performed.

Consultant	Construction Management Services	Inspection Services	Total Base Bid (including Testing Allowance)	Construction Mgmt. and Inspection (Monthly Rate)	Inspection Hourly Rate (Overtime Hours)	Composite Score	Ranking
GHD	\$805,836.00	\$1,222,579.00	\$2,168,415.00	\$64,888.00	\$132.00	3.73	1
Hazen and Sawyer	\$536,808.44	\$1,702,131.20	\$2,378,939.64	\$31,816.00	\$82.82	3.06	2
Whitman, Requardt & Associates	\$1,134,928.00	\$1,551,568.00	\$2,826,496.00	\$91,177.00	\$150.00	2.43	3
Louis Berger	\$1,197,003.44	\$1,662,993.22	\$2,999,996.66	\$26,275.20	\$94.80	1.72	4

Based on the rankings, the top three (3) Vendors were interviewed. The Selection Committee, Procurement Department staff and WWTP staff interviewed GHD, Hazen and Sawyer, and Whitman, Requardt & Associates on April 7, 2015. The Selection Committee believes that GHD presented the best team to successfully complete this project due to their clear understanding of the scope of work and successful completion of similar projects. GHD is experienced in working with MDE on ENR Upgrades across Maryland. GHD has recently performed Construction Management services on ENR Upgrades at the Annapolis WWTP, Aberdeen AWWTP, Easton WWTP, Elkton WWTP, and the Havre de Grace WWTP. Their Project Approach showed their intimate knowledge of the specific details of the Salisbury WWTP Upgrade and the challenges and risks associated with the project. GHD's references were called and provided positive feedback.

Public Works recommends award of RFP 10-15 to GHD in the amount of \$2,201,415.00. In addition to the Construction Management and Inspection Total Base Bid price of \$2,168,415.00, we recommend that the Purchase Order include 250 hours of overtime inspection rates at \$132.00/hour. The overtime inspection will be authorized by Public Works in advance of use.

The award is contingent upon funding agency approval. The bids and bidding procedures are under review of the Maryland Department of the Environment. The funding package is scheduled for approval at a BPW meeting on May 13, 2015. The eligible Construction Services contract will be funded with the same grant and loan eligibility percentages as the overall construction project.



Amanda H. Pollack, P.E.
Deputy Director



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

April 27, 2015

TO: Mayor and City Council

SUBJECT: Change Order #1/First Amendment to Contract RFP 09-14
Real Estate Consulting Services

The City of Salisbury awarded Contract RFP 09-14 Real Estate Consulting Services to Sperry Van Ness in June 2014. Sperry Van Ness was then instrumental in the negotiation process for RFP 05-14 Disposition and Development of Parking Lots #1 & 11. In February of 2015, the City terminated the exclusive negotiation period with the proposer, and proceeded to re-bid the solicitation for the redevelopment of the noted parking lots. The bid opening date for the re-bid of RFP 05-14 is April 30. Should the City receive favorable proposals which would necessitate the services of a real estate and redevelopment consultant, the Administration wishes to continue the contractual agreement with Sperry Van Ness. At this time, the Administration is requesting a two-month extension of the contract and at a flat rate of \$5,000 per month which would include all services as specified in the original scope of work and contract documents.

The Department of Internal Services, Procurement Division, requests Council's approval to process Change Order #1/First Amendment as noted above to Sperry Van Ness in the amount of \$10,000.

Sincerely,

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

City of Salisbury



MARYLAND



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

JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
INTERIM CITY ADMINISTRATOR

JULIA GLANZ
ASSISTANT CITY ADMINISTRATOR

KEITH CORDREY
DIRECTOR OF INTERNAL SERVICES
PROCUREMENT DIVISION

FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF SALISBURY AND SPERRY VAN NESS CONTRACT RFP 09-14

This First Amendment ("Amendment") to Agreement between the City of Salisbury and Vendor is dated effective as of the later of **May 1, 2015** or date fully executed by both parties ("Effective Date"), and is entered into by and between the City of Salisbury and Sperry Van Ness.

It is mutually understood and agreed by and between the undersigned contracting parties to amend that previously executed agreement as follows:

Amendments:

1. This extends the contract for an additional two months, May and June, 2015, should the City receive a favorable response to RFP 05-14 Re-Bid "Disposition and Development of Parking Lots #1 & 11" and require the services of a redevelopment consultant.
2. The "Contract Sum" for this extension will be \$5,000 per month, for a total of \$10,000.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, The City of Salisbury and Sperry Van Ness have executed and delivered this Amendment effective as of the Effective Date.

CITY OF SALISBURY

"Sperry Van Ness"

By: _____
Printed Name: _____
Title: _____
Dated: _____

By: _____
Printed Name: _____
Title: _____
Dated: _____

City of Salisbury



MARYLAND



125 NORTH DIVISION STREET
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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

April 27, 2015

TO: Mayor and City Council

SUBJECT: Change Order #3/Third Amendment to Contract RFP 01-11
Automated Speed Enforcement System

The City of Salisbury awarded Contract RFP 01-11 Automated Speed Enforcement System to Brekford Corporation in May 2011. The contract sum at that time was thirty-five percent (35%) of monthly collections. In 2014, speed camera reform legislation was passed in Maryland, which included the phase out of the so-called "bounty system" of collections. Existing contracts were "grandfathered in" until the expiration date of the contract. The City's current contract with Brekford expires in November 2015, with a final one-year renewal option which would extend the contract until November 2016.

To comply with the new legislation, the Salisbury Police Department and Brekford Corporation wish to amend the contract by stipulating a set contract sum per system in operation. This new contract amount will be a monthly sum of \$5,750.00 per system (the City currently has six automated speed enforcement cameras in operation) and would go into effect as of the later of May 1, 2015 or date fully executed by both parties. A copy of the amendment is attached.

The Department of Internal Services, Procurement Division, requests Council's approval to process Change Order #3/Third Amendment as noted above to Brekford Corporation.

Sincerely,

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

City of Salisbury



MARYLAND



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

KEITH CORDREY
DIRECTOR OF INTERNAL SERVICES
PROCUREMENT DIVISION

JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
INTERIM CITY ADMINISTRATOR

JULIA GLANZ
ASSISTANT CITY ADMINISTRATOR

THIRD AMENDMENT TO AGREEMENT BETWEEN THE CITY OF SALISBURY AND BREKFORD CORPORATION CONTRACT RFP 01-11

This Third Amendment to Agreement between the City of Salisbury and Vendor ("Contractor") is dated effective as of the later of **May 1, 2015** or date fully executed by both parties ("Effective Date"), and is entered into by and between the City of Salisbury and Brekford Corporation.

It is mutually understood and agreed by and between the undersigned contracting parties to amend that previously executed agreement as follows:

Amendments:

- This Third Amendment renews Contract RFP 01-11 for a third and final year at the same terms and conditions as the original agreement, with the exception of the "Contract Sum" and the addition of Articles 10 & 11 as noted below. The new expiration date will be November 2, 2016.
- Amends "Contract No. RFP 01-11 Automated Speed Enforcement, Article-4 Contract Sum" to "The City shall pay the Contractor in current funds for the providing of the services, as provided in the Contract Documents, the Contract Sum of \$5,750.00 per system in operation during the billing month. Citations issued prior to the effective date of this amendment will be billed based on the compensation described in "Standard Form of Agreement" for Contract No. RFP 01-11 Automated Speed Enforcement, Article-4 Contract Sum.
- Add Article- 10 Erroneous Termination: "The City may terminate the contract or enforce liquidated damages with the Contractor if more than 5% of the all potential violations in a calendar year are erroneous. These erroneous reasons include: a recorded image of a registration plate that does not match the registration plate issued for the motor vehicle in the recorded image, a recorded image that show a stopped vehicle or no progression, an incorrectly measured speed for a motor vehicle, a measured speed of a motor vehicle that is below the threshold speed, a recorded image that was taken outside of the hours and days that speed monitoring systems are authorized for use in school zones, & a recorded image that was taken by a speed monitoring system with an expired calibration certificate. These potential reasons are stated in TA §21-809 (3.ii) and does not include that a citation is an erroneous violation based solely on the dismissal of the citation by a court. Liquidated damages are specified as "for each erroneous violation equal to at least 50% of the fine amount for the erroneous violation, plus any reimbursements paid by the local jurisdiction".
- Add Article 11 – Implementation of Amendment: "The City may cancel the contract with the Contractor if the Contractor violates the law in implementing the contract."

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, The City of Salisbury and Brekford Corporation have executed and delivered this Amendment effective as of the Effective Date.

CITY OF SALISBURY

By: _____

Printed Name: _____

Title: _____

Dated: _____

“Brekford Corporation”

By: _____

Printed Name: _____

Title: _____

Dated: _____

Office of Community Development

MEMO

To: Tom Stevenson

From: Deborah Stam

**Subject: Resolution Authorizing the Mayor to Submit the
2015 CDBG Action Plan to HUD**

Date: April 16, 2015

The Community Development Department has completed the 2015 Community Development Block Grant (CDBG) Action Plan. The total amount of CDBG funding that is expected to be received for the 2015 program year is \$298,616, which is a 4% increase over what was received for PY 2014. For the 2015 Action Plan, the following projects have been recommended for funding by the CDBG Review Committee and approved by the Mayor:

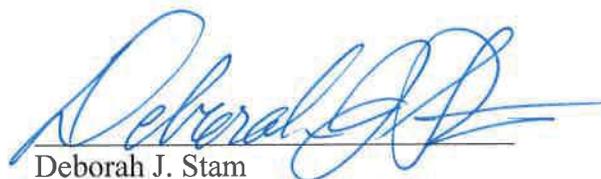
Administration (20%)	\$59,723
Habitat for Humanity of Wicomico County – Housing Construction (412 Coles Circle)	\$72,200
Village of Hope – Partial Funding of Repairs to Roof of Residence Bldg.	\$17,480
Wicomico County Free Library – Exterior Lighting Improvements & Knee Wall Enhancements to Discourage Loitering	\$14,410
City of Salisbury – Nuisance Code Enforcement Officer	\$46,175
City of Salisbury – Low-Mod Neighborhood Sidewalk Creation Program	<u>\$88,628</u>
Total	<u>\$298,616</u>

The draft of the 2015 CDBG Action Plan was made available for public review beginning on Monday, March 23, 2015. The Action Plan was posted on the City website under the Community Development Department section, and a hard copy of the plan was available for review at the Wicomico County Library. The 30-day public comment period will end on Thursday, April 23, 2015. To date no written comments have been received.

The first public hearing for the 2015 CDBG funding round was conducted on Wednesday, January 28, 2015. This hearing provided all of the agencies that had submitted an application for CDBG funds the opportunity to give a verbal presentation on their project to the CDBG Review Committee. Once the presentations on the 2015 applications had been made, and the Review Committee members had had the opportunity to ask questions of the agency representatives, the floor was opened up to the public for comments on the housing and community development needs of Salisbury.

The second public hearing was conducted on Wednesday, April 8, 2015. This hearing presented residents with a status report on all of the previously funded CDBG projects that are still open, and an overview of the projects that are proposed for funding in the 2015 Action Plan. Following the status report the floor was opened up to the public for comments on the housing and community development needs of Salisbury.

Attached is the Resolution to approve the 2015 CDBG Action Plan for the City of Salisbury, and to authorize the Mayor to submit said plan to HUD for their review and approval. Please forward this information to the City Council so that this item may be placed on their agenda for the April 27, 2015 legislative meeting. Thank you for your assistance.



Deborah J. Stam
Community Development Director

Attachment

1
2
3
4 **RESOLUTION NO. 2496**
5
6

7 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND TO APPROVE THE
8 CITY'S ACTION PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
9 FUNDS FOR CDBG PROGRAM YEAR 2015 AND TO AUTHORIZE THE MAYOR'S
10 SIGNATURE THERETO.
11

12 WHEREAS, the Maryland State Office of the U.S. Department of Housing & Urban
13 Development (HUD) has determined that the City of Salisbury qualifies as an "entitlement
14 community"; and
15

16 WHEREAS, the City of Salisbury is, therefore, entitled to receive Community
17 Development Block Grant (CDBG) funds directly from HUD upon HUD's approval of the City's
18 annual Action Plan; and
19

20 WHEREAS, the Council of the City of Salisbury wishes the City to receive this annual
21 allotment of CDBG funds from HUD, in order that various community development projects
22 may be completed.
23

24 NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Salisbury,
25 Maryland does hereby authorize the Mayor to submit this CDBG 2015 Action Plan to HUD for
26 review and approval.
27

28 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the
29 Council of the City of Salisbury, Maryland held on April 27, 2015, and is to become effective
30 immediately.
31
32
33

34 _____
35 Kimberly R. Nichols
36 CITY CLERK
37

34 _____
35 Jacob R. Day
36 COUNCIL PRESIDENT
37

38
39 APPROVED BY ME THIS

40 _____ day of April, 2015.
41
42
43
44

45
46 _____
47 James Ireton, Jr.
48 MAYOR
49

~~CITY OF SALISBURY~~
ORDINANCE NO. 2320

AN ORDINANCE OF THE CITY OF SALISBURY TO AMEND SALISBURY MUNICIPAL CODE SECTIONS 17.04.120 DEFINITIONS AND 17.166.040 NONCONFORMING USES FOR THE PURPOSE OF AMENDING THE DEFINITION OF SIGNIFICANT AMOUNT, AND TO ADD SECTIONS 17.166.090 AND 17.166.100 FOR THE PURPOSE OF ALLOWING INSPECTIONS AND ADMINISTRATIVE SEARCH WARRANTS BY THE CITY, AND; STATING CERTAIN FINDINGS; PROVIDING FOR THE APPLICATION OF THE ORDINANCE; AND GENERALLY RELATING TO ADULT ENTERTAINMENT BUSINESS.

WHEREAS, the City previously passed ordinances to regulate the location of adult entertainment businesses; and

WHEREAS, at that time, the City found that, in order to protect the health, safety and welfare of the City's citizens, it was necessary to allow suitable locations for certain adult entertainment businesses while limiting their adverse secondary effects on the community; and

WHEREAS, the City further found that adult entertainment businesses are associated with increased crime and decreased property values, and adversely impact the quality of life in surrounding areas; and

WHEREAS, many land use studies have documented the adverse secondary effects of certain adult entertainment businesses; and

WHEREAS, in order to lessen and control these effects and to limit exposure of these businesses to children, the City found that it was necessary to place certain restrictions on the location and arrangement of adult entertainment businesses; and

WHEREAS, similar ordinances have withstood legal challenge; and

WHEREAS, the City now finds that certain refinements are needed to that portion of the Code relating to adult entertainment businesses in order to more effectively regulate the location of such businesses and prevent the subversion of the Code's purposes.

34 NOW, THEREFORE, be it enacted and ordained by the City of Salisbury that
35 Chapters 17.04.120 and 17.166.040 of the Salisbury Municipal Code be Amended and that
36 Chapters 17.166.090 and 17.166.100 be added as follows:

37 17.04.120 – Definitions

38
39 “Significant amount” means the following:

- 40
41 1. At least ~~twenty-five~~ (2015) percent of the stock in the establishment or on
42 display consists of adult entertainment or material;
43
44 2. At least ~~twenty-five~~ (2015) percent of the ~~usable floor~~ area used for the
45 display or storage of merchandise on the floor, walls, or vertical display area of
46 the cabinets, shelves or racks which rise from the floor (or any combination
47 thereof which is at least fifteen (15) percent of the area used for display or
48 storage) is used for the display or storage of adult entertainment or material or
49 houses or contains devices depicting, describing, or relating to adult
50 entertainment or material; or
51
52 3. At least ~~twenty-five~~ (2015) percent of the gross revenue is, or may
53 reasonably be expected to be, derived from the provision of adult
54 entertainment or material.
55

56 17.166.040 – Nonconforming uses.

- 57 A. Any adult entertainment business lawfully operating ~~as of the effective date of~~
58 ~~this section~~ in violation of the locational requirements set forth in Section
59 17.166.030 ~~above~~ is a nonconforming use and may continue to operate as such
60 only until [two years after the effective date of this ordinance]. On or after that
61 date, all such businesses shall comply with Chapter 17.166. If two or more
62 adult entertainment businesses are located within one thousand (1,000) feet of
63 one another and otherwise in permissible locations, the adult entertainment
64 business that was first established and continually operated at a particular
65 location is the conforming use and any later established adult entertainment
66 business is nonconforming.
67 B. An adult entertainment business is not rendered nonconforming by the later
68 establishment of any of the uses set forth in Section 17.166.030(A) above.
69

70 17.166.090 – Inspection of premises.

71
72 After the city receives a complaint about a business alleged to be in violation of the
73 code regarding adult entertainment business, the city may inspect the place of business and
74 financial records of such business. Inspections may also be initiated as a result of the

75 observations of city inspectors or as a result of a routine audit. The inspection shall occur
76 after notice has been furnished to the owner and occupants of the [place of business](#).
77

78 The notice shall be sent by mail or by affixing the notice to the place of business in a
79 conspicuous location. If the city's inspector shall be denied access to the financial records or
80 place of business or any part thereof that is appropriate for inspection, the inspector may
81 obtain an administrative search warrant to gain access.
82

83 17.166.100 – Administrative search warrant.
84

85 A. An inspector authorized by the city to inspect any place of business or financial
86 records may apply to a judge of the District Court of Maryland or the Wicomico
87 County Circuit Court for an administrative search warrant to enter and inspect such
88 premises and records. The application shall be in writing, signed and sworn to by the
89 inspector, and shall state or identify: (i) the business location to be inspected by street
90 address and general description, (ii) the nature, scope and purpose of the inspection
91 (i.e. business premises and/or records), and (iii) one or more dates and approximate
92 times when the inspector proposes to conduct the inspection. In addition, the
93 application shall specify the statutory authority for such inspection and the effort of
94 the inspector to schedule or conduct the inspection and/or to locate the owner(s),
95 tenant(s), or other person(s) in charge of the business and any other grounds for
96 issuance of the search warrant.
97

98 B. A judge of a court referred to in this section shall issue the search warrant upon
99 finding that: (i) the inspector is authorized to make the inspection, (ii) a reasonable
100 effort has been made to obtain access to the business to make the inspection, (iii) the
101 owner(s), tenant(s) or other person(s) in charge of the business have denied or
102 otherwise failed or refused to furnish access to the business premises and/or records
103 at a reasonable time or for a reasonable period to conduct the inspection, or the
104 inspector (or others) have been unable to locate any such person(s) after making a
105 reasonable effort to do so, and (iv) if conducted in a reasonable manner, the
106 inspection will not intrude unnecessarily on the operation of such business.
107

108 C. An administrative search warrant issued under this section shall be executed and
109 returned to the issuing judge or, in his or her absence, to the clerk of the issuing court
110 within: (i) the time specified in the warrant, not to exceed thirty (30) days, or (ii) if no
111 time is specified therein, fifteen (15) days from its date of issuance.
112

113 D. This section shall not preclude or affect the power to make prompt inspection
114 without a warrant in emergency situations.
115

ORDINANCE NO. 2321

AN ORDINANCE OF THE CITY OF SALISBURY TO AMEND SALISBURY MUNICIPAL CODE SECTION 5.08.010 DEFINITIONS FOR THE PURPOSE OF AMENDING THE DEFINITION OF SIGNIFICANT AMOUNT; STATING CERTAIN FINDINGS; PROVIDING FOR THE APPLICATION OF THE ORDINANCE; AND GENERALLY RELATING TO ADULT ENTERTAINMENT BUSINESS.

WHEREAS, the City previously passed ordinances to regulate the conduct and location of adult entertainment businesses; and

WHEREAS, at that time, the City found that, in order to protect the health, safety and welfare of the City’s citizens, it was necessary to allow suitable locations for adult entertainment businesses while limiting their adverse secondary effects on the community; and

WHEREAS, the City further found that adult entertainment businesses are associated with increased crime and decreased property values, and adversely impact the quality of life in surrounding areas; and

WHEREAS, many land use studies have documented the adverse secondary effects of adult entertainment businesses; and

WHEREAS, in order to lessen and control these effects and to limit exposure of these businesses to children, the City found that it was necessary to place certain restrictions on the conduct and the location and arrangement of adult entertainment businesses; and

WHEREAS, similar ordinances have withstood legal challenge; and

WHEREAS, the City now finds that certain refinements are needed to that portion of the Code relating to adult entertainment businesses in order to more effectively regulate the such businesses and prevent the subversion of the Code’s purposes.

NOW, THEREFORE, be it enacted and ordained by the City of Salisbury that the definition of “Significant amount” in Chapter 5.08.010 of the Salisbury Municipal Code be Amended as follows, and that all other definitions in that section remain unchanged:

5.08.010 – Definitions

“Significant amount” means the following:

- 33 1. At least ~~twenty-five~~ (2015) percent of the stock in the establishment or on
34 display consists of adult entertainment or material;
- 35 2. At least ~~twenty-five~~ (2015) percent of the ~~usable floor~~ area used for the
36 display or storage of merchandise on the floor, walls, or vertical display area of
37 the cabinets, shelves or racks which rise from the floor (or any combination
38 thereof which is at least fifteen (15) percent of the area used for display or
39 storage) is used for the display or storage of adult entertainment or material or
40 houses or contains devices depicting, describing, or relating to adult
41 entertainment or material; or
- 42 3. At least ~~twenty-five~~ (2015) percent of the gross revenue is, or may
43 reasonably be expected to be, derived from the provision of adult
44 entertainment or material.
45

46 AND BE IT FURTHER ENACTED, that this ordinance does not immediately apply
47 to an adult entertainment business lawfully established prior to the effective date of this
48 Ordinance. An adult entertainment business may continue to operate until two years from
49 the effective date of this ordinance. On or after that date, all adult entertainment businesses
50 shall conform to the requirements of this ordinance.
51

52 AND BE IT FURTHER ENACTED, that a business establishment that is not in
53 compliance with Chapter 5.08 may continue to operate until two years from the effective
54 date of this ordinance. On or after that date, all such business establishments shall comply
55 with Chapter 5.08.
56

57 AND BE IT FURTHER ENACTED AND ORDAINED BY THE CITY OF
58 SALISBURY, that this ordinance shall take effect upon final passage.
59

60 THIS ORDINANCE was introduced and read at a meeting of the Council of the
61 City of Salisbury held on the 13 day of April, 2015, and having been published as required by
62 law, in the meantime, was finally passed by the Council on the ___ day of _____,
63 2015.
64

65 ATTEST:

66
67
68
69 _____
Kimberly R. Nichols, City Clerk

66
67
68
69 _____
Jacob R. Day, City Council President

70
71
72

73 Approved by me, this _____

74

75 day of _____, 2015.

76

77

78

79 _____

80 James Ireton, Jr.,

81 Mayor

2 AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND TO AUTHORIZE AND
3 EMPOWER CITY OF SALISBURY (THE "CITY") TO ISSUE AND SELL FROM TIME TO
4 TIME, UPON ITS FULL FAITH AND CREDIT, ONE OR MORE SERIES OF GENERAL
5 OBLIGATION BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED
6 THIRTY-EIGHT MILLION DOLLARS (\$38,000,000.00), EACH SERIES OF BONDS TO BE
7 ISSUED AND SOLD AND THE PROCEEDS THEREOF TO BE USED AND APPLIED FOR
8 THE PUBLIC PURPOSE OF FINANCING, REIMBURSING OR REFINANCING COSTS
9 INCURRED IN CONNECTION WITH ENHANCED NUTRIENT REMOVAL (ENR) AND
10 BIOLOGICAL NUTRIENT REMOVAL (BNR) UPGRADES AND IMPROVEMENTS TO OR
11 BENEFITING THE EXISTING WASTEWATER TREATMENT PLANT AND SYSTEM;
12 DETERMINING THAT ANY SUCH SERIES OF BONDS BE SOLD TO THE MARYLAND
13 WATER QUALITY FINANCING ADMINISTRATION (THE "ADMINISTRATION") BY
14 PRIVATE SALE, WITHOUT PUBLIC BIDDING; AUTHORIZING THE APPROVAL BY
15 RESOLUTION OF ONE OR MORE LOAN AGREEMENTS WITH THE ADMINISTRATION;
16 ACKNOWLEDGING THAT ANY LOAN AGREEMENT MAY PROVIDE THAT PAYMENT
17 OF THE RELATED SERIES OF BONDS SHALL BE SUBJECT TO ACCELERATION UPON
18 AN EVENT OF DEFAULT; PROVIDING FOR THE PLEDGING OF ANY MONEYS THAT
19 THE CITY IS ENTITLED TO RECEIVE FROM THE STATE OF MARYLAND, INCLUDING
20 THE CITY'S SHARE OF THE STATE INCOME TAX, TO SECURE ITS OBLIGATIONS
21 UNDER ANY LOAN AGREEMENT; AUTHORIZING THE COUNCIL OF THE CITY (THE
22 "COUNCIL") BY RESOLUTION TO DETERMINE AND PROVIDE FOR VARIOUS
23 MATTERS RELATING TO THE AUTHORIZATION, SALE, SECURITY, ISSUANCE,
24 DELIVERY, PAYMENT AND PREPAYMENT OF AND FOR ANY SERIES OF BONDS
25 CONTEMPLATED HEREBY; AUTHORIZING AND DIRECTING THE PAYMENT OF ANY
26 FEES OR COSTS PROVIDED FOR IN ANY LOAN AGREEMENT THAT ARE NOT
27 PAYABLE FROM BOND PROCEEDS AND PROVIDING THAT THE CITY'S OBLIGATION
28 TO PAY SUCH AMOUNTS SHALL BE ABSOLUTE AND UNCONDITIONAL AS
29 PROVIDED IN SUCH LOAN AGREEMENT; PROVIDING THAT THE CITY SHALL USE
30 AND APPLY PROCEEDS OF ANY SUCH SERIES OF BONDS ONLY AS PERMITTED BY
31 THE APPLICABLE LOAN AGREEMENT, THE CLEAN WATER ACT (AS DEFINED
32 HEREIN) AND THE MWQFA ACT (AS DEFINED HEREIN); AUTHORIZING THE
33 ISSUANCE AND SALE BY THE CITY FROM TIME TO TIME, UPON THE CITY'S FULL
34 FAITH AND CREDIT, OF ONE OR MORE SERIES OF GENERAL OBLIGATION BOND
35 ANTICIPATION NOTES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED
36 THIRTY-EIGHT MILLION DOLLARS (\$38,000,000.00), PRIOR TO AND IN ANTICIPATION
37 OF ANY SERIES OF BONDS, IN ORDER TO FINANCE, OR REIMBURSE PROJECT COSTS
38 ON AN INTERIM BASIS, TOGETHER WITH CAPITALIZED INTEREST AND RELATED
39 COSTS, AND FOR THE RENEWAL OF ANY SUCH SERIES OF BOND ANTICIPATION
40 NOTES AND RELATED ACTIONS; AUTHORIZING THE ISSUANCE AND SALE FROM
41 TIME TO TIME, UPON THE CITY'S FULL FAITH AND CREDIT, OF ONE OR MORE
42 SERIES OF GENERAL OBLIGATION BONDS IN ORDER TO REFUND ANY OF THE
43 BONDS ISSUED PURSUANT TO THE AUTHORITY OF THIS ORDINANCE AND TO PAY

Underlining : Indicates material added by amendment after introduction
~~Strike-through~~ : Indicates material deleted by amendment after introduction

44 RELATED COSTS AND COSTS OF ISSUANCE, PROVIDED THAT, THE AGGREGATE
45 PRINCIPAL AMOUNT OF ANY SUCH SERIES OF REFUNDING BONDS SHALL NOT
46 EXCEED ONE HUNDRED THIRTY PERCENT (130%) OF THE AGGREGATE PRINCIPAL
47 AMOUNT OF THE BONDS REFUNDED THEREFROM; AUTHORIZING THE COUNCIL BY
48 RESOLUTION TO MAKE ANY FURTHER DETERMINATIONS DEEMED NECESSARY OR
49 DESIRABLE IN CONNECTION WITH THE ISSUANCE AND SALE OF ANY SUCH SERIES
50 OF BOND ANTICIPATION NOTES OR REFUNDING BONDS; PROVIDING THAT THE
51 PRINCIPAL OF AND/OR INTEREST ON ANY SUCH SERIES OF BONDS, BOND
52 ANTICIPATION NOTES OR REFUNDING BONDS (EACH, A “SERIES OF
53 OBLIGATIONS”), AS APPLICABLE, WILL BE PAYABLE IN THE FIRST INSTANCE FROM
54 REVENUES RECEIVED BY THE CITY IN CONNECTION WITH THE OPERATION OF THE
55 WASTEWATER SYSTEM SERVING THE CITY (AND TO THE EXTENT REQUIRED BY
56 THE PURCHASER OF ANY SUCH SERIES OF OBLIGATIONS, FROM REVENUES
57 RECEIVED BY THE CITY IN CONNECTION WITH THE OPERATION OF THE WATER
58 SUPPLY SYSTEM SERVING THE CITY), ALL TO THE EXTENT ANY SUCH REVENUES
59 ARE LAWFULLY AVAILABLE FOR SUCH PURPOSE; PROVIDING FOR THE LEVY OF
60 AD VALOREM TAXES UPON ALL REAL AND PERSONAL PROPERTY WITHIN THE
61 CITY’S CORPORATE LIMITS SUBJECT TO ASSESSMENT FOR UNLIMITED MUNICIPAL
62 TAXATION TO PAY THE PRINCIPAL OF AND INTEREST ON ANY SUCH SERIES OF
63 OBLIGATIONS IN EACH FISCAL YEAR; PLEDGING THE FULL FAITH AND CREDIT
64 AND UNLIMITED TAXING POWER OF THE CITY TO THE PROMPT PAYMENT OF THE
65 PRINCIPAL OF AND INTEREST ON ANY SUCH SERIES OF OBLIGATIONS; PROVIDING
66 THAT THE PRINCIPAL OF AND INTEREST ON ANY SUCH SERIES OF OBLIGATIONS
67 ALSO MAY BE PAID FROM ANY OTHER SOURCES OF REVENUE LAWFULLY
68 AVAILABLE TO THE CITY FOR THAT PURPOSE; AUTHORIZING THE COUNCIL BY
69 RESOLUTION TO PROVIDE FOR ANY AMENDMENTS OR MODIFICATIONS TO ANY
70 SERIES OF BONDS AUTHORIZED HEREBY AND RELATED DOCUMENTATION POST-
71 ISSUANCE; PROVIDING THAT ANY OF THE BOND ANTICIPATION NOTES OR
72 REFUNDING BONDS AUTHORIZED HEREBY MAY BE CONSOLIDATED WITH ANY
73 OTHER BOND ANTICIPATION NOTES, BONDS AND/OR REFUNDING BONDS
74 AUTHORIZED BY THE COUNCIL, AS APPLICABLE, AND ISSUED AS A SINGLE SERIES
75 OF OBLIGATIONS; AUTHORIZING AND DIRECTING OFFICIALS AND EMPLOYEES OF
76 THE CITY TO TAKE ANY AND ALL ACTION NECESSARY TO COMPLETE AND CLOSE
77 THE ISSUANCE, SALE AND DELIVERY OF ANY SUCH SERIES OF OBLIGATIONS;
78 PROVIDING THAT THIS TITLE SHALL BE DEEMED A STATEMENT OF THE
79 SUBSTANCE OF THIS ORDINANCE FOR ALL PURPOSES; AND OTHERWISE
80 GENERALLY RELATING TO THE ISSUANCE, SALE, DELIVERY AND PAYMENT OF
81 AND FOR ANY SUCH SERIES OF OBLIGATIONS.

82
83

RECITALS

84 WHEREAS, City of Salisbury, a municipal corporation of the State of Maryland and a
85 municipality within the meaning of the MWQFA Act identified below (the “City”), is authorized
86 and empowered by Sections 19-301 to 19-309, inclusive, of the Local Government Article of the

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87 Annotated Code of Maryland, as replaced, supplemented or amended (the “Enabling Act”), and
88 Sections SC7-45 and SC7-46 of the Charter of the City of Salisbury, as replaced, supplemented or
89 amended (the “Charter”), to borrow money for any proper public purpose and to evidence such
90 borrowing by the issuance and sale of its general obligation bonds; and
91

92 WHEREAS, the City has determined to undertake Biological Nutrient Removal (BNR)
93 and Enhanced Nutrient Removal (ENR) upgrades and improvements to or benefiting the City’s
94 existing wastewater treatment plant and system, including, without limitation, with respect to
95 treatment processes including for solids and, in connection with such undertaking, to acquire or
96 pay for the acquisition of necessary property rights and equipment, related site improvements
97 and utilities, related architectural, planning, design, engineering, surveying, bidding, document
98 development, permitting, acquisition, construction, improvement, installation, modification,
99 demolition, removal, renovation, reconstruction, rehabilitation, equipping, inspection,
100 construction administration, construction management and related costs, related financial,
101 administrative and legal expenses, and costs of related activities, and has determined to borrow
102 money for the public purpose of financing, reimbursing or refinancing all or a portion of the
103 costs of any components of such activities, including costs of issuance relating to any such
104 borrowing (collectively, the “Project”); and
105

106 WHEREAS, Title VI of the Federal Water Pollution Control Act (commonly known as
107 the “Clean Water Act”), as amended by the Water Quality Act of 1987 (“Title VI”), authorizes
108 the U.S. Environmental Protection Agency (the “EPA”) to award grants to qualifying states to
109 establish and capitalize state water pollution control revolving funds (“SRFs”) for the purpose of
110 providing loans and other forms of financial assistance to finance, among other things, the
111 construction of publicly-owned wastewater treatment facilities, and the implementation of
112 estuary conservation management plans and nonpoint source management programs; and
113

114 WHEREAS, as contemplated by Title VI, the General Assembly of Maryland at its 1988
115 session enacted the Maryland Water Quality Financing Administration Act, codified at Sections
116 9-1601 through 9-1622, inclusive, of the Environment Article of the Annotated Code of
117 Maryland, as replaced, supplemented or amended (the “MWQFA Act”), establishing the
118 Maryland Water Quality Financing Administration (the “Administration”) and establishing an
119 SRF designated the Maryland Water Quality Revolving Loan Fund (the “SRF Fund”) to be
120 maintained and administered by the Administration; and
121

122 WHEREAS, the MWQFA Act authorizes the Administration, among other things, to
123 make a loan from the SRF Fund to a “local government” (as defined in the MWQFA Act) for the
124 purpose of financing or refinancing all or a portion of the cost of a “wastewater facility” project
125 (as defined in the MWQFA Act); and
126

127 WHEREAS, the City is a “local government” within the meaning of the MWQFA Act,
128 and the Project is a “wastewater facility” project within the meaning of the MWQFA Act; and
129

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130 WHEREAS, the MWQFA Act authorizes a local government to issue one or more bonds,
131 notes or other evidences of obligation (each, a “loan obligation” as defined in the MWQFA Act)
132 to evidence its indebtedness under a loan agreement with respect to a loan from the
133 Administration, to sell any such bond, note or other evidence of obligation to the Administration
134 at private sale, without public bidding, and to establish a dedicated source of revenues for
135 repayment of such loan; and

136
137 WHEREAS, pursuant to the authority of the Enabling Act, the MWQFA Act and the
138 Charter, the City has determined to borrow money from the Administration for the public purpose
139 of financing, reimbursing or refinancing costs of the Project or such components of the Project as
140 the Administration shall approve; and

141
142 WHEREAS, as of the date of introduction of this Ordinance, the Administration has advised
143 that it currently anticipates making the City two loans for Project purposes: (i) one loan in principal
144 amount not to exceed \$36,500,000.00, such loan to be evidenced by the issuance by the City to the
145 Administration of a single taxable general obligation installment bond, and (ii) one loan in principal
146 amount not to exceed \$1,500,000.00, such loan to be evidenced by the issuance by the City to the
147 Administration of a taxable general obligation bond that is subject to forgiveness by the
148 Administration; provided that, the final structure of any such financing (including the final principal
149 amount of any bond) and the tax status of the interest payable on any such general obligation bond
150 issued by the City to the Administration shall be determined by resolution; and

151
152 WHEREAS, in connection with the issuance and sale of any series of the general obligation
153 bonds contemplated hereby, and pursuant to the authority of the MWQFA Act, the City will enter
154 into one or more loan agreements with the Administration; and

155 WHEREAS, the City, as authorized by the MWQFA Act, and to the extent required by the
156 Administration, may determine by resolution to pledge any moneys that the City is entitled to
157 receive from the State of Maryland, including the City’s share of the State income tax, to secure its
158 obligations under any loan agreement with the Administration; and

159 WHEREAS, as authorized by the Charter, the final details of any such series of bonds
160 authorized hereby shall be determined by resolution as provided herein; and

161
162 WHEREAS, prior to issuing any such series of bonds to the Administration, the City may
163 need to obtain interim financing in order to finance Project costs on a timely basis through the
164 issuance of one or more series of its general obligation bond anticipation notes pursuant to the
165 authority of Sections 19-211 to 19-223, inclusive, of the Local Government Article of the Annotated
166 Code of Maryland, as replaced, supplemented or amended (the “Bond Anticipation Note Enabling
167 Act”), and the Charter; and

168
169 WHEREAS, subsequent to the issuance to the Administration of any series of bonds
170 provided for herein, the City may desire to currently refund or advance refund all or a portion of
171 such series of bonds pursuant to the authority of Section 19-207 of the Local Government Article of

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172 the Annotated Code of Maryland, as replaced, supplemented or amended (the “Refunding Act”);
173 and

174 WHEREAS, the City has determined to pledge its full faith and credit and unlimited taxing
175 power to the prompt payment of debt service on any such series of bonds, bond anticipation notes or
176 refunding bonds contemplated hereby; and

177 WHEREAS, the City expects to pay the principal of, and interest on, as applicable, any such
178 bonds, bond anticipation notes or refunding bonds in the first instance from revenues received by
179 the City in connection with the operation of wastewater system serving the City, including fees for
180 use of or connection to such system and, to the extent required by the purchaser of any such series
181 of obligations, from revenues received by the City in connection with the operation of the water
182 system serving the City (referred to herein as the “water supply system”), including fees for use of
183 or connection to such system, all to the extent lawfully available for such purpose; and

184 WHEREAS, the City has determined to issue any series of bonds, bond anticipation notes or
185 refunding bonds authorized hereby in accordance with the terms and conditions provided for in a
186 resolution or resolutions to be adopted by the Council of the City (the “Council”) pursuant to the
187 authority of the Charter and this Ordinance.
188

189 SECTION 1. NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
190 THE CITY OF SALISBURY, MARYLAND that (a) the Recitals to this Ordinance are
191 incorporated by reference herein and deemed a substantive part of this Ordinance. Capitalized
192 terms used in the Sections of this Ordinance that are not defined therein shall have the meanings
193 given to such terms in the Recitals.
194

195 (b) References in this Ordinance to any official by title shall be deemed to refer (i) to
196 any official authorized under the Charter or other applicable law to act in such titled official’s stead
197 during the absence or disability of such titled official, (ii) to any person who has been elected,
198 appointed or designated to fill such position in an acting capacity under the Charter, the code of City
199 ordinances (the “City Code”) or other applicable law, (iii) to any person who serves in a “Deputy”
200 or “Assistant” capacity as such an official, provided that the applicable responsibilities, rights or
201 duties referred to herein have been delegated to such deputy or assistant in accordance with
202 applicable law or authority, and/or (iv) to the extent an identified official commonly uses another
203 title not provided for in the Charter or the City Code, the official, however known, who is charged
204 under the Charter, the City Code or other applicable law or authority with the applicable
205 responsibilities, rights or duties referred to herein.
206

207 SECTION 2. BE IT FURTHER ORDAINED that pursuant to the authority of the
208 Enabling Act, the MWQFA Act and the Charter, the City hereby determines to borrow money and
209 incur indebtedness for the public purpose of financing, reimbursing or refinancing costs of the
210 Project, all to the extent permitted by the Administration. The total cost of the Project not otherwise
211 payable from other sources is not expected to exceed Thirty-eight Million Dollars (\$38,000,000.00).
212 In the event the City issues any BANs (as defined in Section 11 hereof), proceeds of any Bonds (as

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213 defined in Section 3 hereof) may also be applied to prepay or pay principal of, premium and/or
214 interest on such BANs, and any such expenditure shall be considered an expenditure for Project
215 purposes.
216

217 SECTION 3. BE IT FURTHER ORDAINED that to evidence the borrowing and
218 indebtedness authorized in Section 2 of this Ordinance, the City, acting pursuant to the authority of
219 the Enabling Act, the MWQFA Act and the Charter, hereby determines to issue and sell from time
220 to time, upon its full faith and credit, one or more series of its general obligation bonds in an
221 aggregate principal amount not to exceed Thirty-eight Million Dollars (\$38,000,000.00)
222 (individually, a “Bond”, as applicable, a “series of the Bonds” and, collectively, the “Bonds”). Each
223 Bond shall be designated “City of Salisbury Water Quality Bond” and by series or by such other
224 designation or designations as the Administration may require and as the Council shall determine in
225 the Resolution (as defined in Section 8 hereof). Each such series may consist of one or more bonds
226 and any bond may be issued in installment form and/or draw-down form.
227

228 SECTION 4. BE IT FURTHER ORDAINED that pursuant to the authority of the
229 Enabling Act, the MWQFA Act and the Charter, the City will sell each series of the Bonds to the
230 Administration by private sale, without public bidding, due to the ability to issue any series of the
231 Bonds as draw-down obligations, the beneficial interest rate or rates customarily offered by the
232 Administration, the ability to negotiate terms with the Administration, the lower costs of interest
233 typically incurred with a private sale and, to the extent any series of the Bonds is subject to
234 forgiveness by the Administration, such forgiveness feature.
235

236 SECTION 5. BE IT FURTHER ORDAINED that the proceeds of each series of the
237 Bonds shall be used and applied by the City exclusively and solely for the public purposes described
238 in Section 2 of this Ordinance, unless, with the approval of the Administration, a supplemental
239 ordinance is enacted by the Council to provide for the use and application of such proceeds for some
240 other proper public purpose authorized by the Enabling Act, the MWQFA Act or the Charter.

241 SECTION 6. BE IT FURTHER ORDAINED that (a) as required by the MWQFA Act,
242 the City is hereby authorized to enter into one or more loan agreements with the Administration
243 (each, a “Loan Agreement” and collectively, the “Loan Agreements”) in connection with any series
244 of the Bonds. The final or substantially final form of each Loan Agreement shall be approved by
245 the Council pursuant to the Resolution and the execution and delivery of each Loan Agreement
246 shall be authorized by the Council pursuant to the Resolution.

247 (b) The City hereby acknowledges that the provisions of Article IV of each Loan
248 Agreement (Events of Default and Remedies) allow for, among other remedies, all payments on the
249 applicable series of the Bonds to be declared immediately due and payable upon the occurrence of
250 an event of default provided for in such Loan Agreement.

251 SECTION 7. BE IT FURTHER ORDAINED that as authorized by Section 9-1606(d) of
252 the MWQFA Act, the City may pledge any moneys that the City is entitled to receive from the State
253 of Maryland, including the City’s share of the State income tax, to secure its obligations under any

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254 Loan Agreement. Any such pledge shall be provided for in the Resolution and evidenced and
255 detailed in the applicable Loan Agreement.

256
257 SECTION 8. BE IT FURTHER ORDAINED that pursuant to the authority of the
258 Enabling Act, the Charter and this Ordinance, the Council, prior to the issuance, sale and delivery of
259 any series of the Bonds, shall adopt a resolution or resolutions (in each such case, the “Resolution”)
260 specifying, prescribing, determining or providing for the determination of, or approving or
261 providing for the approval of such matters, details, forms (including, without limitation, the
262 complete form of the Bonds of such series), documents or procedures as may be required by the
263 Enabling Act, the MWQFA Act, the Charter or this Ordinance or as the Council may deem
264 appropriate for the authorization, sale, security, issuance, delivery, payment or prepayment of or for
265 such series of the Bonds. The Resolution shall set forth, approve or provide for the approval of,
266 among other matters, the designation of such series of the Bonds; the date of issuance of such series
267 of the Bonds; the aggregate principal amount of such series of the Bonds; the principal installment
268 or installments of, or the method of determining the principal installment or installments payable on,
269 such series of the Bonds; the rate or rates of interest, or the method of determining the rate or rates
270 of interest, which may be fixed or variable, payable on such series of the Bonds (and which may
271 include a rate of zero percent (0.0%)); provisions relating to the payment of any late fees or
272 penalties with respect to such series of the Bonds; the components of the Project on which such
273 series of the Bonds will be expended and provisions for the appropriation and disposal of such
274 proceeds; provisions relating to the prepayment of such series of the Bonds; the procedures for the
275 sale of such series of the Bonds to the Administration by private sale, without public bidding;
276 provisions relating to the principal forgiveness of such series of the Bonds, if applicable; and all
277 other terms and conditions pursuant to which such series of the Bonds will be issued, sold and
278 delivered. Any Resolution may specify, prescribe, determine or provide for the determination of,
279 or approve or provide for the approval of the details required by this Section 8 for more than one
280 series of the Bonds.

281
282 SECTION 9. BE IT FURTHER ORDAINED that the City is hereby authorized and
283 directed to pay any fees or costs provided for in any Loan Agreement which are not payable from
284 Bond proceeds, including, without limitation, any administrative fees and any ongoing fees or costs.
285 The obligation of the City to pay any such amounts shall be absolute and unconditional as further
286 provided in the applicable Loan Agreement or Loan Agreements.

287
288 SECTION 10. BE IT FURTHER ORDAINED that notwithstanding anything to the
289 contrary contained in this Ordinance, the City shall use and apply proceeds of each series of the
290 Bonds only as permitted by the related Loan Agreement, the Clean Water Act and the MWQFA
291 Act.

292
293 SECTION 11. BE IT FURTHER ORDAINED that (a) pursuant to the authority of the
294 Bond Anticipation Note Enabling Act and the Charter, the City may issue and sell from time to
295 time, upon its full faith and credit, one or more series of its general obligation bond anticipation
296 notes in an aggregate principal amount not to exceed Thirty-eight Million Dollars (\$38,000,000.00)
297 (each, a “series of the BANs” and, collectively, the “BANs”) prior to and in anticipation of the sale

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298 of any series of the Bonds in order to finance or reimburse costs of the Project on an interim basis,
299 including paying costs of issuance and capitalized interest on such series of the BANs within the
300 limitations of the Bond Anticipation Note Enabling Act. Any such series of the BANs may consist
301 of one or more notes and any note may be issued in installment form and/or draw-down form. Prior
302 to the issuance, sale and delivery of any series of the BANs, the Council shall adopt a resolution or
303 resolutions pursuant to the authority of the Bond Anticipation Note Enabling Act, the Charter and
304 this Ordinance authorizing such series of the BANs and specifying, prescribing, determining or
305 providing for the determination of, or approving or providing for the approval of the same types of
306 matters, details, forms, documents, procedures or determinations specified to be made or addressed
307 in Section 8 hereof with respect to any series of the Bonds, to the extent applicable with respect to
308 such series of the BANs, and as otherwise may be authorized or required by applicable law.

309
310 (b) As authorized by the Bond Anticipation Note Enabling Act, by resolution the
311 Council may provide for the renewal of any series of the BANs at maturity with or without resale,
312 together with any amendments of or modifications to such series of the BANs and any related
313 documentation.

314
315 SECTION 12. BE IT FURTHER ORDAINED that (a) pursuant to the authority of the
316 Refunding Act and the Charter, the City is hereby authorized and empowered to issue and sell
317 from time to time, upon its full faith and credit, one or more series of general obligation bonds
318 (each, a “series of the Refunding Bonds” and, collectively, the “Refunding Bonds”) for the
319 purpose of currently refunding or advance refunding any of the Bonds issued pursuant to the
320 authority of this Ordinance then outstanding, including paying all or any portion of outstanding
321 principal, prepayment premium and/or interest accrued or to accrue to the date of prepayment,
322 purchase or maturity of the Bonds to be refunded, and paying costs and expenses in connection
323 with the issuance, sale and delivery of such series of the Refunding Bonds, and, to the extent
324 determined by the Council by resolution, interest on such series of the Refunding Bonds, for the
325 public purpose of realizing savings to the City in the aggregate cost of debt service on either a
326 direct comparison or present value basis or in order to accomplish any debt restructuring that is
327 permitted by applicable law; provided that, the aggregate principal amount of any such series of
328 the Refunding Bonds may not exceed one hundred thirty percent (130%) of the aggregate
329 principal amount of the Bonds refunded therefrom. Any such series of the Refunding Bonds
330 may consist of one or more bonds and any bond may be issued in installment form and/or draw-
331 down form. Prior to the issuance, sale and delivery of any series of the Refunding Bonds, the
332 Council shall adopt a resolution or resolutions authorizing such series of the Refunding Bonds
333 and specifying, prescribing, determining or providing for the determination of, or approving or
334 providing for the approval of such matters, details, forms, documents, procedures or
335 determinations specified to be made or addressed in Section 8 hereof with respect to each series
336 of the Bonds, to the extent applicable with respect to such series of the Refunding Bonds, and as
337 otherwise may be authorized or required by applicable law.

338
339 (b) To the extent any series of the Refunding Bonds is sold to the Administration, the
340 Council by resolution may make provision for the documentation and security of such series of
341 the Refunding Bonds in form, content and effect similar as to provided for in this Ordinance with

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342 respect to any series of the Bonds, including, without limitation, entry into a new Loan
343 Agreement or any modifications to an existing Loan Agreement, as applicable, provisions for the
344 potential forgiveness of any such series of the Refunding Bonds, the identification of any source
345 of dedicated revenues and provisions for any debt service reserve account with respect to such
346 series of the Refunding Bonds required by the Administration.
347

348 SECTION 13. BE IT FURTHER ORDAINED that the Council is hereby authorized, by
349 resolution, to make any further determinations or approvals or provide for any matters or actions
350 deemed necessary or desirable in connection with the issuance of any series of the BANs or the
351 Refunding Bonds authorized hereby, including, without limitation, (i) any determination authorized
352 by the Bond Anticipation Note Enabling Act or the Refunding Act, as applicable, (ii) to commit or
353 provide for the commitment of the City to pay to the purchaser or purchasers of any series of the
354 BANs or the Refunding Bonds (A) any commitment fee or similar fee and any legal costs in
355 connection with such purchaser's or purchasers' agreement to purchase such series of the BANs or
356 the Refunding Bonds and/or (B) any breakage compensation or other amount that may be
357 determined to be due to such purchaser or purchasers in the event the City fails to deliver such series
358 of the BANs or the Refunding Bonds and, in connection therewith, to approve or provide for the
359 approval of, and the execution and delivery of, any agreement relating to such payment or payments
360 (which such agreement may, but shall not be required to be, contained within any purchase or
361 similar agreement for such series of the BANs or the Refunding Bonds), and (iii) to approve or
362 provide for any offering documents, credit enhancement, liquidity enhancement, ratings, or
363 continuing disclosure undertakings relating to such series of the BANs or the Refunding Bonds.
364

365 SECTION 14. BE IT FURTHER ORDAINED that (a) the principal of and/or interest on
366 each series of the Bonds, the BANs or the Refunding Bonds authorized hereby (each, a "series of
367 the Obligations" and, individually, an "Obligation"), as applicable, will be payable in the first
368 instance from revenues received by the City in connection with the operation of the wastewater
369 system serving the City, including charges for the use of or connection to such system and, to the
370 extent required by the purchaser of such series of the Obligations, from revenues received by the
371 City in connection with the operation of the water supply system serving the City, including charges
372 for the use of or connection to such water supply system, all to the extent such revenues are lawfully
373 available for such purpose. (Any such identification of water supply system revenues as a source of
374 payment for the applicable series of the Obligations shall be provided for in the Resolution, any
375 resolution relating to a series of the BANs or the Refunding Bonds or a Loan Agreement, as
376 applicable.) In the event such moneys are insufficient in any fiscal year to provide for the prompt
377 payment, when due, of the principal of and interest on any series of the Obligations, the City shall
378 levy or cause to be levied, for each and every fiscal year during which such series of the Obligations
379 may be outstanding, ad valorem taxes upon all real and tangible personal property within its
380 corporate limits subject to assessment for unlimited municipal taxation in rate and amount sufficient
381 to provide for the payment, when due, of the principal of and interest on such series of the
382 Obligations payable in each such fiscal year and, in the event the proceeds from the collection of the
383 taxes so levied may prove inadequate for such purposes in any fiscal year, additional taxes shall be
384 levied in the subsequent fiscal year to make up any deficiency.
385

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386 (b) The full faith and credit and unlimited taxing power of the City are hereby
387 irrevocably pledged to the prompt payment of the principal of and interest on each series of the
388 Obligations as and when the same are payable and to the levy and collection of the taxes
389 hereinabove described as and when such taxes may become necessary in order to provide sufficient
390 funds to meet the debt service requirements of such series of the Obligations. The City hereby
391 covenants with the registered owner of each Obligation to take any action that may be lawfully
392 appropriate from time to time during the period that such Obligation remains outstanding and
393 unpaid to provide the funds necessary to pay promptly the principal and interest due thereon.
394

395 (c) The foregoing provisions shall not be construed so as to prohibit the City from
396 paying the principal of and interest on any series of the Obligations from the proceeds of the sale of
397 any other obligations of the City (including, without limitation, with respect to any BANs, from
398 proceeds of any Bonds, and with respect to any Bonds, from the proceeds of any Refunding Bonds)
399 or from any other funds legally available for that purpose. Within any applicable limitations of
400 Maryland or federal law (including, without limitation, the Internal Revenue Code of 1986, as
401 amended, and the regulations issued thereunder), the City may apply to the payment of the principal
402 of or interest on any series of the Obligations any funds received by it from the State of Maryland or
403 the United States of America, or any governmental agency or instrumentality, or from any other
404 source, if the funds are granted or paid to the City for the purpose of assisting the City in
405 accomplishing the type of project or projects which such series of the Obligations are issued to
406 finance, reimburse or refinance or are otherwise available for such purpose, and to the extent of any
407 such funds received or receivable in any fiscal year, the taxes hereby required to be levied may be
408 reduced proportionately.
409

410 SECTION 15. BE IT FURTHER ORDAINED that in addition to the refunding authority
411 provided for in Section 12 of this Ordinance, subsequent to the sale, issuance and delivery of any
412 series of the Bonds to the Administration, the Council by resolution may specify, prescribe,
413 determine or provide for the determination of, or approve or provide for the approval of any
414 amendments or modifications to such series of the Bonds and/or the related Loan Agreement or
415 Loan Agreements and any other documents, agreements, certificates or instruments executed and
416 delivered in connection with the sale, issuance and delivery of such series of the Bonds, and/or
417 provide for the execution and delivery of additional documents, agreements or relating to such
418 amendments or modifications (including, without limitation, any bond or bonds to be issued and
419 exchanged for one or more of such series of the Bonds originally issued and delivered and any
420 new or restated Loan Agreement), whether or not such amendments or modifications constitute a
421 refunding or reissuance for purposes of federal and/or Maryland law.
422

423 SECTION 16. BE IT FURTHER ORDAINED that by resolution, the Council may
424 determine that any series of the BANs or the Refunding Bonds authorized hereby may be
425 consolidated with any bond anticipation notes, bonds and/or refunding bonds authorized by the
426 Council, as applicable, and issued as a single series of obligations.
427

428 SECTION 17. BE IT FURTHER ORDAINED that the following officials of the City: the
429 Mayor, the President of the Council, the Vice President of the Council, the City Administrator, the

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1 **CITY OF SALIBURY**

2
3 ORDINANCE No. ~~_____~~ 2326

4
5 AN ORDINANCE OF THE CITY OF SALISBURY AMENDING CHAPTER 8.04 OF
6 THE SALSIBURY MUNICIPAL CODE TO REQUIRE ENHANCED CALL VERIFICATION
7 (ECV) FOR ALARM DISPATCH NOTIFICATION SYSTEMS.

8
9 WHEREAS, through the creation of section 8.04 the City has established standards and
10 regulations pertaining to alarm systems; and

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

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

14 WHEREAS, responses to the these unintentional alarms can be expensive and consume
15 valuable city resources; and

16 WHEREAS, requiring participation in an Enhanced Call Verification (ECV) system will
17 significantly reduce the number of inadvertent calls.

18 NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
19 SALISBURY, MARYLAND that Chapter 8.04 be modified as follows:

20 **Chapter 8.04 ALARMS***

21 **Sections:**

22 8.04.010 Purpose and definitions.

23 8.04.020 License—Required.

24 8.04.030 Application for license—Fees.

25 8.04.040 Alarm companies to provide list of users to police and fire departments.

26 8.04.050 False alarms—Violations and penalties.

27 8.04.060 Appeals

28 ~~8.04.060-070~~ Weather-related activation of alarms.

29 ~~8.04.070-080~~ Holdup alarms.

30 ~~8.04.080 Panic alarms prohibited.~~

31 8.04.090 Audible alarm systems.

32 8.04.100 Auto dialer.

33 ~~8.04.1210~~ Operating without a license—Penalties.

34 8.04.1320 Alarm system operating instructions.

35 8.04.1430 Alarm system operation and maintenance.

36 8.04.140 Enhanced Call Verification

37

38 **8.04.010 Purpose and definitions.**

39 The purpose of this chapter is to provide standards and regulations applicable to alarms such
40 as burglar (intrusion), holdup (robbery) alarms, life safety alarms (fire detection, heat detection,
41 smoke detection and water flow in occupancies), alarm companies, alarm agents and alarm users
42 as defined in this chapter. It is the intent of this chapter to provide for the registration of alarm
43 companies, and alarm systems, to control false alarms, to ensure the proper operation,
44 maintenance, and use of alarm systems, to place a time limit on audible alarms and to provide
45 penalties for violations of this chapter.

46 For the purpose of this chapter, the following words shall have the meanings ascribed to
47 them:

48 "Alarm" means activation of any alarm system that indicates that a criminal activity, fire or
49 fire-related emergency, or medical emergency is taking place. The alarm may be an audible
50 alarm at or within the occupancy or it may be transmitted to a central monitoring station by
51 electronic means.

52 "Alarm agent" means any person employed by an alarm company whose duties shall include
53 the altering, installing, maintaining, moving, repairing, replacing, selling, servicing, responding,
54 or causing others to respond, to an alarm system.

55 "Alarm company" means any person who engages in the business of altering, maintaining,
56 selling at retail, servicing or responding to an alarm system but does not include telephone
57 answering services which receive alarm activation signals and relay information to the ~~p~~P~~o~~lice or
58 ~~f~~F~~i~~re ~~d~~D~~e~~partment dispatch centers but do not function in any other manner.

59 "Alarm dispatch notification" means the process for notification of the ~~f~~F~~i~~re or ~~p~~P~~o~~lice
60 dispatch centers indicating that an alarm, either automatic or manual, has been activated at a
61 particular alarm site.

62 "Alarm signal" means the actual activation of an alarm system.

63 "Alarm site" means a single premise or location served by an alarm system or systems.

64 "Alarm system" means any assembly of equipment, mechanical or electrical, device, or
65 series of devices, including, but not limited to, systems interconnected by radio frequency
66 signals, arranged or designed to signal an alarm indicating an unauthorized entry to, or criminal
67 activity requiring attention and to which the ~~p~~P~~o~~lice are expected to respond. It shall also mean
68 an alarm indicating fire, smoke, excessive heat, or sprinkler water flow in the occupancy by
69 emitting or transmitting a remote or local audible, visual, or electronic signal indicating an alarm
70 condition that requires immediate attention and to which the ~~f~~F~~i~~re ~~d~~D~~e~~partment is expected to
71 respond. Alarm system includes devices activated automatically, such as burglary alarms, fire,
72 heat, or smoke detectors, water flow alarms and devices activated manually, such as holdup
73 alarms and individual emergency pull stations. Alarm system does not include an alarm installed

74 on a vehicle or an alarm designed to alert only the occupants of a premise that does not have a
75 sounding device that is audible on the exterior of the alarm site.

76 "Alarm user" means any owner or lessor of any alarm system, the occupant of any dwelling
77 unit with an alarm system, each tenant using an alarm system in a multi-tenant occupancy, or any
78 person, firm, partnership, corporation, government or other entity which uses an alarm system at
79 an alarm site.

80 "Audible alarm system" means an alarm system, which utilizes an audible device such as a
81 siren, bell, horn, klaxon, etc., as a warning device when the alarm is activated.

82 "Automatic dialing device" means an alarm system, which automatically sends over a
83 regular telephone line, by, direct connection or otherwise, a prerecorded voice message
84 indicating the existence of the emergency situation that the alarm system is designed to detect.

85 "Cancellation" means verification from the alarm business or company that there is no actual
86 emergency at the alarm site and there is no further need for the ~~p~~Police or ~~f~~Fire ~~d~~Department to
87 respond.

88 "Central monitoring station" means ~~a control center, including but not limited to a telephone~~
89 ~~answering service which provides for the receiving, on a continuous basis through trained~~
90 ~~employees, emergency signals from alarm systems and thereafter immediately relaying the~~
91 ~~message by live voice to any office, station, or telephone answering service where trained~~
92 ~~employees monitor and/or receive emergency signals from alarm systems, and relay messages~~
93 ~~from such signals by live voice to the City of Salisbury Police and Fire Department~~
94 ~~telecommunications and dispatch center, of the police department or the dispatch center for the~~
95 ~~fire department of the city of Salisbury.~~

96 "City" means the ~~e~~City of Salisbury, Maryland.

97 "Control panel" means the on-site central processing unit designed to control, manage, and
98 operate an alarm system.

99 "Digital dialer" means a device that transmits digital signals from an alarm system to a
100 central monitoring station through the telephone network.

101 "Enhanced Call Verification" means that all central monitoring stations that handle
102 residential or commercial intrusion and/or burglar alarm activations shall make two (2) phone
103 calls in an attempt to verify the validity of any monitored alarm activation.

104 "False alarm" means any alarm ~~caused by means other than criminal activity, or dispatch~~
105 ~~request to the Police or Fire Department, which results in the responding officer(s) finding no~~
106 ~~evidence of a criminal offense, attempted criminal offense, or an actual fire or medical~~
107 ~~emergency, after completing an investigation of the alarm site, including, but not limited to, the~~
108 ~~activation of an alarm system through mechanical failure, malfunction, improper installation or~~
109 ~~the negligence of the owner or lessee of an alarm or of his employees or agents; any alarm that is~~
110 ~~caused by means other than criminal activity or when functioning properly.~~

111 "Fire ~~e~~Chief" means the ~~e~~Chief of the ~~f~~Fire ~~d~~Department of the ~~e~~City of Salisbury,
112 Maryland, or his/her designe~~c~~ated ~~r~~representative.

113 "Fire ~~d~~Department" means the ~~e~~City of Salisbury ~~f~~Fire ~~d~~Department.

114 "Fire ~~e~~D~~e~~partment dispatch center" means the agency responsible for dispatching the ~~f~~Fire
115 ~~e~~D~~e~~partment for event response.

116 "Holdup alarm system" means an alarm system signaling a robbery or attempted robbery.

117 "Key box entry system" means a device designed to safely secure keys, or other information,
118 for use by ~~f~~Fire ~~e~~D~~e~~partment personnel to quickly gain access to the control panel ~~and entry into~~
119 ~~an occupaney~~.

120 "Keypad or touch pad" means a device that permits the control of an alarm system by the
121 manual entering of a coded sequence of numbers or letters.

122 "Monitoring" means the process by which an alarm company receives signals from alarm
123 systems and relays an alarm dispatch notification to the dispatching agency for the purpose of
124 summoning fire, emergency medical services, and/or police personnel to respond to the alarm
125 site.

126 "Opt Out" means the process by which a verified alarm user notifies the alarm company or
127 alarm agent that the alarm user has chosen to waive the Enhanced Call Verification (ECV)
128 required by this Chapter.

129
130 ~~"Panic alarm" means an alarm system described or advertised for the purpose of being~~
131 ~~normally or otherwise activated by a person to summon fire department personnel or police for~~
132 ~~any reason other than robbery or robbery attempts or an actual fire or a medical emergency.~~

133 "Person" means any person, firm, partnership, association, corporation, company of any
134 kind.

135 "Police ~~e~~C~~e~~hief" means the ~~e~~C~~e~~hief of ~~the p~~Police ~~e~~D~~e~~partment of Salisbury, Maryland or
136 his/her design~~ee~~~~ated~~ ~~representative~~.

137 "Police ~~e~~D~~e~~partment" means the Salisbury ~~p~~Police ~~e~~D~~e~~partment.

138 "Proprietor" means any person who owns or controls the use of property in which an alarm
139 system is installed.

140 ~~"Residential alarm user" means the occupant of any residential dwelling that constitutes a~~
141 ~~single alarm site with an alarm system.~~

142 ~~"Takeover" means the transaction or process by which an alarm user takes over the control~~
143 ~~of an existing alarm system that was previously controlled by another alarm user.~~

144 "Twelve-month period" means ~~a consecutive twelve (12) month period within a~~ any
145 calendar year.

146 "Verification" means the attempt by the alarm company or its representative/s to contact the
147 alarm site by telephone or other electronic means, whether or not actual contact with a person is
148 made, to corroborate, or verify, the information transmitted by the alarm signal.

149 "Written notice" means notice by certified mail, return receipt requested.

150 **8.04.020 License—Required.**

- 151 A. It is unlawful for any person or alarm company ~~intending~~ to conduct business within the ~~city~~
152 ~~limits of the e~~City of Salisbury without first having obtained a license from the ~~d~~Director of
153 ~~i~~Internal ~~s~~Services.
- 154 B. The application for an alarm company license shall be signed by the individual proprietor of
155 the business or by a partner or by the proper corporate official as is appropriate for the form
156 of business seeking to register for a license.
- 157 C. The ~~p~~Police ~~d~~Department shall establish standards that an alarm company must meet to
158 obtain an alarm company license. The ~~p~~Police ~~d~~Department shall refuse a license to any
159 alarm company that fails to meet its alarm company standards.
- 160 D. The ~~p~~Police ~~d~~Department shall, within thirty (30) days after receipt of the application, either
161 approve or deny the issuance of a license. In the case of approval, the ~~d~~Director of ~~i~~Internal
162 ~~s~~Services shall notify the applicant in writing of the approval and shall issue a license on a
163 form established by the ~~d~~Director of ~~i~~Internal ~~s~~Services. In the case of denial, the ~~p~~Police
164 ~~d~~Department shall notify the applicant in writing of the denial and the basis for the denial.
165 The notice of denial shall inform the applicant that he may appeal. ~~the denial and set forth a~~
166 ~~procedure for appeal.~~ A procedure for appealing the denial of a license shall be established
167 by the ~~p~~Police ~~d~~Department.

168 **8.04.030 Application for license—Fees.**

169 Applications shall be made on forms furnished by the ~~d~~Director of ~~i~~Internal ~~s~~Services. The
170 applicant shall pay a one-time registration fee of fifty dollars (\$50.00) and may renew the
171 registration, at no cost, prior to expiration each calendar year. All companies currently
172 conducting business in the city shall re-register and update information before July 1st ~~of each~~
173 ~~year, 2006.~~

174 **8.04.040 Alarm companies to provide list of users to ~~p~~Police and ~~f~~Fire ~~d~~Departments.**

175 All licensed alarm companies shall provide the ~~p~~Police and ~~f~~Fire ~~d~~Departments with the
176 following:

- 177 1. A complete list of names and addresses of all persons to whom alarm systems have
178 been sold, leased, rented or otherwise given use of;
- 179 2. The ~~alarm system's~~ location of the customers' alarm systems; and
- 180 3. All other information requested on a form provided by the ~~p~~Police ~~d~~Department.

181 (Ord. 1955 (part), 2005)

182 **8.04.050 False alarms—Violations and penalties.**

- 183 A. If, within a calendar year, the ~~f~~Fire and/or ~~p~~Police ~~d~~Departments respond to more than two
184 (2) false alarms at the same location, response fees will be charged to the property owner, as
185 defined by separate ordinance, ~~in Section 15.24.530~~ in accordance with the fee schedule in

186 effect at the time of the response. The ~~fee schedule shall be set by the~~ Council of the City of
 187 Salisbury shall set the fee schedule from time to time as the Council deems appropriate.
 188 Prior to January 31st of each year, for the purpose of setting a fee schedule, the ~~p~~Police
 189 ~~d~~Department and ~~f~~Fire ~~d~~Department shall provide the Council with up-to-date response fees
 190 from each department. ~~Each billable false alarm response shall incur a separate twenty-five~~
 191 ~~(\$25.00) administrative processing fee in addition to the false alarm response fee.~~

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

196 **False Alarm Fee Schedule**

False Alarm Occurrence	Administrative Processing Fee	False Alarm Response Fee	
		Police	Fire
1st	0.00	0.00	0.00
2nd	0.00	0.00	0.00
3 rd and each subsequent false alarm in a calendar year	25.00	246.40 <u>120.00</u>	272.09 <u>135.00</u>

197

198 B Newly installed and newly transferred alarm systems will be given a thirty (30) day grace
 199 period to allow for correction of equipment and user errors. During the thirty (30) day
 200 period, the alarm user will be allowed unlimited false alarms, as long as steps are being
 201 taken to correct any problems. The alarm company installing the new system or transferring
 202 a system shall notify the ~~p~~Police and ~~f~~Fire ~~d~~Departments in writing of the new installation or
 203 transfer, including the effective date, within 10 days of the effective date.

204 C. The Director of Internal Services will maintain accurate records of false alarms and will bill
 205 for payment thereof by mailing said bill to the property owner of record of the subject
 206 location, the designated agent, if any, and the occupant of the property if known to the
 207 Director of Internal Services.

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

218 E. Municipal Infraction

219 For any violation occurring after the ~~fourth~~fifth false alarm response by the same
 220 responding department within the same calendar year, the person owning and/or in control
 221 of the subject real property shall be guilty of a municipal infraction and shall be subject to a
 222 fine not to exceed ~~of up to a maximum of one thousand five hundred~~ dollars (\$~~1,0~~500.00) for
 223 each offense as established in the table listed below. Each false alarm response thereafter
 224 within the same calendar year shall constitute a separate offense. Notice and service of a
 225 citation shall be as directed under Local Government Article of the Maryland Annotated
 226 Code 23A § 36-101, et seq. and § SC5-1(38), as amended, concerning municipal infractions.
 227 The Chief of Police and Fire Chief are designated by the Council to direct the designated
 228 persons within their departments to act as enforcement officers for the purpose of preparing
 229 and carrying out the requirements for issuing and serving municipal infractions.

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

231

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

232

233 **8.04.060 Appeals**

234 Any alarm user who is assessed a false alarm fee by the City of Salisbury may appeal the
 235 fee in writing to the City Administrator or designee within ten (10) days of the date of the
 236 notification of the violation. Within twenty-one (21) days after receipt of the appeal, the City
 237 Administrator or designee shall review the file and if requested by the alarm user, arrange a
 238 hearing. Following the hearing and/or review, the City Administrator must render a written
 239 decision affirming, reversing, or modifying the violation issued by the Police and/or Fire
 240 Department. Failure to file a timely appeal shall constitute acceptance of the violation and
 241 related fees.

242

243 **8.04.0670 Weather-related activation of alarms.**

244

245 A. Police Department Actions. Due to the activation of many alarms during severe weather, the
 246 on-duty commander of the ~~p~~Police ~~d~~Department shall have the option of assigning alarms a
 247 low priority during this time. If time permits ~~the building may be visually checked by an~~
 248 officer may visually check the building. If, because of other calls or because of an excessive
 249 amount of alarms, the ~~p~~Police ~~d~~Department is unable to respond to the alarm ~~location~~site
 250 within a reasonable time, the central monitoring station will be notified of the problem, and
 251 it will be the alarm company's responsibility ~~to have someone check the building or~~ to notify
 252 a representative of the ~~business alarm site~~ of the situation. ~~Once this notification is made, the~~
 253 ~~police department is relieved of any responsibility to respond to that alarm.~~

254 B. Fire Department Actions. Due to the activation of many alarms during severe weather, the
255 ~~f~~Fire ~~d~~Department shall have the option of assigning alarms a low priority during this time.
256 Priority assignments shall be made based on the type of alarm, the type of occupancy, and
257 the ~~f~~Fire ~~d~~Department's previous experience and history of alarms received from the
258 occupancy and its response to the location. ~~The fire department shall cause a process of~~
259 ~~verification of the alarm to be initiated to assist in the assignment of a priority to the alarm~~
260 ~~activation.~~ If the ~~f~~Fire ~~d~~Department is unable to ~~immediately~~ respond to the alarm
261 location site within a reasonable amount of time due to the increased volume of alarm system
262 activations, the ~~f~~Fire ~~d~~Department dispatch center shall be notified. ~~It will be T~~the alarm
263 company's ~~responsibility shall be responsible~~ to notify a representative of the alarm site of
264 the situation. investigate the nature and cause for the alarm activation and advise the fire
265 department dispatch center. Unless verification indicates that the ~~f~~Fire ~~d~~Department's
266 services are required at the alarm location site, the ~~f~~Fire ~~d~~Department is relieved of any
267 responsibility to respond to the alarm and of any liability associated with the lack of a
268 sufficient response to the alarm site.

269 **8.04.0780 Holdup alarms.**

270 It is unlawful for any alarm user to activate any alarm system known as a "holdup alarm" to
271 summon police for anything other than a holdup in progress. Use of alarm systems for crimes
272 such as thefts, or for disorderly or intoxicated subjects is prohibited and shall be charged as a
273 false alarm.

274 **8.04.080 Panic alarms prohibited.**

275 ~~No system known as a "panic alarm" will be permitted within the limits of the city of~~
276 ~~Salisbury.~~

277 **8.04.090 Audible alarm systems.**

278 It is unlawful for any person, firm or business to install or maintain any audible alarm
279 system, which does not automatically discontinue emitting an audible sound within fifteen (15)
280 minutes. The use of an audible alarm by itself is prohibited. The alarm must have the capability
281 of notifying someone of an alarm activation by means other than emitting an audible sound.
282 This shall not apply to fire alarms, elevator emergency alarms, water flow activation alarms, or
283 alarms, which indicate a medical emergency.

284 **8.04.100 Auto dialer.**

285 It is unlawful for any person to have any device attached in any way to a telephone or
286 telephone-type equipment which, when activated by remote control, dials a preprogrammed
287 number and transmits a prerecorded message communicating a then-existing emergency
288 condition including, but not limited to fire, illness or a criminal offense, which to a number used
289 the number of by the ~~p~~Police or ~~f~~Fire ~~d~~Departments. The ~~p~~Police and Fire eChief ~~is~~
290 authorized to grant exceptions in writing for handicapped persons.

291 **8.04.1210 Operating without a license—Penalties.**

- 292 A. An alarm company may not conduct business, including, but not limited to installing,
293 altering, leasing, monitoring, maintaining, repairing, replacing or servicing an alarm system,
294 within the eCity of Salisbury, without an alarm company license. A violation of this
295 subsection shall be a misdemeanor, subject to imprisonment of up to thirty (30) days, or a
296 fine not to exceed five hundred dollars (\$500.00) and imprisonment not to exceed thirty (30)
297 days.
- 298 B. Any alarm company conducting business within the eCity of Salisbury on the effective date
299 of the ordinance codified in this chapter shall apply for a license within thirty (30) days of
300 the effective date of the ordinance codified in this chapter and may continue conducting
301 business while its license application is being processed. An alarm company not previously
302 conducting business in the limits of the city on the effective date of this chapter shall not
303 commence conducting business until the application is approved.
- 304 C. Any violation of this chapter, which does not specifically provide for a penalty shall be a
305 misdemeanor and subject to a fine ~~of not more than~~ not to exceed one hundred dollars
306 (\$100.00).

307 **8.04.1320 Alarm system operating instructions.**

308 The alarm company shall provide and the alarm user shall maintain a copy of the operating
309 instructions for the alarm system at the alarm site and provide this document to the Police and/or
310 fFire eDepartment upon request.

311 **8.04.1430 Alarm system operation and maintenance.**

312 The alarm user shall:

- 313 A. Maintain the premises and the alarm system in such a manner that will minimize or
314 eliminate ~~unnecessary~~ false alarms.
- 315 B. Cause a representative to respond to the alarm system's location within thirty (30)
316 minutes (or less) when requested by the Police or fFire eDepartment.
- 317 C. Ensure that the alarm system control key(s) or code(s) are safely secured in the facility's
318 key box in accordance with key box entry system ~~code provisions~~.
- 319 D. Alarm companies have the right to repair dysfunctional alarm systems which
320 unintentionally notify the Police and Fire Department of false alarms. So long as steps
321 are being taken to correct any problems, alarm users with confirmed and verifiable
322 defective alarm systems will not incur any false alarm fees or municipal infractions
323 associated with an unintentional false alarm which occurs within 24-hours after
324 notifying the alarm company of the alarm system malfunction.

325 **8.04.140 Enhanced Call Verification**

- 326 A. All central monitoring stations that handle residential or commercial intrusion and/or burglar
327 alarm activations shall make two (2) phone calls in an attempt to verify the validity of any

328 monitored alarm activation prior to calling the Salisbury Police Department to request a
329 dispatch.

330 B. Alarm users have the option to opt out of the Enhanced Call Verification (ECV) Program. If
331 an alarm company or alarm agent has received a written request from a verified alarm user to
332 Opt Out of ECV, the alarm company or alarm agent is not required by this Chapter to provide
333 ECV to any such alarm user.

334

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

337

338 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of

339 Salisbury held on the 13 day of April, 2015 and thereafter, a statement of

340 the substance of the ordinance having been published as required by law, in the meantime, was

341 finally passed by the Council on the ____ day of _____, 2015.

342 ATTEST:

343

344 _____
345 Kimberly R. Nichols, City Clerk

_____ ~~Jacob R. ke~~-Day, City Council President

346

347

348

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

350

351

352

353 _____
354 James Ireton, Jr.,
Mayor

ORDINANCE NO. 2327

AN ORDINANCE OF THE CITY OF SALISBURY SETTING UPDATED FALSE ALARM FEES.

WHEREAS, the City of Salisbury has a false alarm ordinance and desires to update the fees associated with false alarm responses by the Salisbury Police Department and the Salisbury Fire Department.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that in accordance with **Title 8 Health and Safety Section 8.04.050A** of the City Code that the fee schedule be amended as follows:

False Alarm Fee Schedule

False Alarm Occurrence	Administrative Processing Fee	False Alarm Response Fee	
		Police	Fire
1st	-0.00	-0.00	
2nd	-0.00	-0.00	
3 rd and each subsequent false alarm in a calendar year	25.00	246.40 123.20 120.00	272.09 136.05 135.00 0

False Alarm Occurrence	False Alarm Response Fee	
	Police	Fire
1st	0.00	0.00
2nd	0.00	0.00
3 rd	40.00	45.00
4 th	80.00	90.00
5 th and each subsequent false alarm in a calendar year	120.00	135.00

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this 13 day of April, 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 _____.

ATTEST:

Kimberly R. Nichols, City Clerk

Jacob R. Day, President
Salisbury City Council

APPROVED BY ME THIS: _____ day of _____, 2014.

James Ireton Jr., Mayor



*From the Office
of the
Fire Chief*

To: Tom Stevenson, City Administrator

Date: April 7, 2015

From: Richard A. Hoppes, Chief of the Department

Subject: Budget Amendment Item (Insurance Repairs Claim)

The Salisbury Fire Department respectfully requests approval of a budget amendment item for reimbursement of \$16,276.92 to the FY2015 Fire Department budget, Vehicles' account 24035-534308.

Local Government Insurance Trust issued repair checks in the amounts of \$10,845.11 and \$5,431.81 that were deposited into Salisbury City's general fund.

This request relates to insurance claims that were filed due to damage to Tanker/Engine 1-1 and Tower 16. Tanker/Engine 1-1 was damaged on 7/30/2014, repaired by Patriot Fire, and paid for with PO #02150210-00 in the amount of \$10,845.11. Tower 16 was damaged on 2/19/2015, emergency repairs were done by Burnett White, in the amount of \$1,615.78, and paid for with PO #02150425-00. Final repairs were completed by Eurshall Miller's Collision Center and paid for with PO #02150465-00 in the amount of \$3,816.03.

Reimbursement of these funds will replenish the Fire Department's Vehicles account 24035-534308 and bring this account back in line with the submitted FY2015 budget. These funds will assist the department in maintaining the services and equipment necessary to continue to operate as efficiently as possible while serving the community.

Thank you in advance for your time and consideration on this request.

Cc: File

H:\Memo & Letter\Memo\Request LGIT monies 2015.doc

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

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ORDINANCE NO. 2328

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE FY2015 FIRE DEPARTMENT BUDGET TO TRANSFER INSURANCE FUNDS RECEIVED BY THE CITY TO THE FIRE DEPARTMENT OPERATING BUDGET FROM THE GENERAL FUND REVENUE RECEIVED FOR REPAIRS PREFORMED ON TANKER/ENGINE 1-1 AND TOWER 16.

WHEREAS, Tanker/Engine 1-1 and Tower 16 were damage while performing legitimate City of Salisbury Fire Department duties; and,

WHEREAS, the Fire Department has paid for repairs to Tanker/Engine 1-1 and Tower 16 out of the Fire Department's operating budget; and

WHEREAS, the City of Salisbury has received a total of \$16,276.92 from Local Government Insurance Trust for repair to damages to Tanker/Engine 1-1 and Tower 16; and,

WHEREAS, the reimbursement of insurance revenues will be used to maintain Fire Department vehicles, while operating within the FY2015 budget;

NOW, THEREFORE IT BE ORDAINED BY THE CITY OF SALISBURY, MARYLAND that the City's Fiscal Year 2015 budget be and is hereby, amended as follows:

- 1) Increase the General Fund Revenue – Insurance proceeds account (01000-456935) by \$16,276.92
- 2) Increase the Fire Department's Vehicles' account (24035-534308) by \$16,276.92

THE ABOVE RESOLUTION WAS INTRODUCED AND READ AT A MEETING OF THE Council of the City of Salisbury, Maryland held on the ____ day of _____, 2015, and thereafter, a statement of substance of the Ordinance having been published as required by law, was finally passed by the Council on the ____ day of _____, 2015.

47 ATTEST:

48

49

50

51

52 _____
Kimberly Nichols

53 CITY CLERK

54

55

56 Approved this ____th day

57

58 of _____ 2015.

59

60

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62 _____
James Ireton, Jr.

63 MAYOR, CITY OF SALISBURY

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Jacob Day

PRESIDENT, CITY COUNCIL

City of Salisbury



JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

125 NORTH DIVISION ST., RM 202
SALISBURY, MARYLAND 21801
Tel: 410-548-3170
Fax: 410-548-3107

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

MARYLAND

To: Thomas Stevenson, Jr., City Administrator
From: Michael Moulds, Director of Public Works 
Date: February 13, 2015
Re: Pinehurst Avenue – no parking

Per the discussion at the November 17, 2014 work session, the Traffic and Safety Advisory Committee has obtained public input regarding their recommendation to eliminate parking on Pinehurst Avenue between Camden Avenue and Lorecrop Avenue.

On behalf of the Committee, Public Works sent letters to property owners and residents along Pinehurst Avenue, North Clairmont, Powell Avenue, Camden Avenue, Hanover Street and Lorecrop Drive. The letters invited the public to attend the December 10th meeting of the Committee or submit comments via email or phone call. Four (4) residents submitted comments before the meeting, and five (5) residents attended the meeting to voice their opinions. The meeting minutes of the December 10th Traffic and Safety Committee meeting are attached.

At their meeting on February 11, 2015, the Committee discussed the recommendation to determine if the recommendation is consistent with parking in the surrounding area. Public Works provided information on the parking restrictions on adjacent streets. As a result of the discussion, the Committee revised their recommendation as follows:

1. Eliminate parking on Pinehurst Avenue between Smith Street and Lorecrop Drive.
2. Establish No Parking on Pinehurst Avenue between Camden Avenue and Smith Street on weekdays from 8:30 am to 7:30 pm except by permit.
3. Paint yellow curb for a safe turning radius at Camden Avenue and at the driveways along Pinehurst Avenue between Camden Avenue and Smith Street.

Attached for Council consideration is an Ordinance that reflects the Committee's revised recommendation. Unless you or the Mayor have further questions, please forward a copy of this memo and the ordinance to the City Council.

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

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

TERENCE ARRINGTON
ASSISTANT CITY ADMINISTRATOR

Traffic and Safety Advisory Committee Meeting Minutes

A meeting of the Traffic and Safety Advisory Committee was held on Wednesday, December 10, 2014 at 5:30 pm at Fire Department No. 16 on Cypress Street in Salisbury. Those in attendance were:

Members:

Tom Welsh	Committee Chairman (Term Expires 7/15)
Tom Ayd	Committee Vice-Chairman (Term Expires 7/17)
Heather Towers	Committee Member (Term Expires 7/16)
Mary Buffington	Committee Member (Term Expires 7/15)
Jennifer Underwood	Committee Member (Term Expires 7/15)

Others:

Jennifer Jordan	Resident – North Clairmont Drive
Brad Gillis	Resident – Camden Avenue
Matt Drew	Resident – North Clairmont Drive
Greg Grieser	Resident – North Clairmont Drive
Karen Hanna	Resident – North Clairmont Drive

Support Staff:

Bill Sterling	Department of Public Works
Amanda Pollack	Department of Public Works

Items discussed included:

1. The Committee invited the public to attend to discuss a recommendation to create a no parking area on Pinehurst Avenue between Camden Avenue and Lorecrop Drive. The driving factor in the recommendation was the narrow street width and concerns about emergency vehicles being able to safely navigate the street.
2. Pollack received two phone calls from residents that could not attend the meeting. Their comments were summarized for the Committee as follows:
 - a. Dr. Liddell Louise Madden, 213 N. Clairmont Dr. – in agreement to eliminate all parking on Pinehurst Avenue. Voiced concerns about student parking on Lorecrop between Pinehurst and North Clairmont. Public Works installed a residential parking only sign.

- b. David Hobbs, N. Clairmont Dr. – in agreement to eliminate all parking on Pinehurst Avenue. Voiced concerns about visibility at Pinehurst/Smith intersection. Public Works evaluating adding stop bars.
3. Pollack received two emails from residents that could not attend the meeting. The emails were read aloud and are attached to these minutes.
4. Jordan stated that she is in support of no parking on Pinehurst Avenue. She also asked the Committee to look at the street widths and parking along Smith Street. Finally, Jordan noted that there are issues with cars running the stop sign at the intersection of Smith and Pinehurst.
5. Gillis stated that he would like consideration for residential parking on evenings and weekends. He noted that the curb could be painted yellow on Pinehurst coming off of Camden Avenue to increase the turning radius for emergency vehicles.
6. Drew spoke in favor of allowing parking with limitations, such as residential only or timing limits. He reiterated the concerns at the Smith and Pinehurst intersection.
7. Grieser asked the Committee to consider permits for residents along Pinehurst Avenue. He also noted that there are not sidewalks all the way to the shopping center on Route 13.
8. Hanna is in agreement to restrict parking along Pinehurst Avenue.
9. Committee members responded to public comments. There was agreement that setting restrictions for parking along Pinehurst would be beneficial. Members voiced concern with recommending residential parking permits due to concerns that visitor permits could be abused and overused. There was discussion about painting parking stalls or painting yellow curb at driveways. The consensus was to restrict parking with the same timing that parking is restricted on North Clairmont.
10. Ayd made a motion which was seconded by Underwood to recommend that parking be eliminated on Pinehurst Avenue between Smith Street and Lorecrop Drive, and that parking be limited to evenings and weekends between Camden Avenue and Smith Street (no parking from 8:30 am to 7:30 pm). Additionally, the motion included asking Public Works to paint yellow curb for a safe turning radius at Camden Avenue and at the driveways along Pinehurst Avenue between Camden Avenue and Smith Street. The motion passed unanimously.
11. The minutes of the June 11, 2014 and October 16, 2014 meetings were approved with no changes.

The next regular meeting is scheduled for **Wednesday, February 11, 2015** at 5:30 pm.

If you have any corrections to these minutes, please notify the writer within ten (10) days.

Sincerely,
Amanda Pollack, P.E.
Deputy Director
Salisbury Public Works

Emails from residents:

Saturday, December 6, 2014

I will be unable to attend the meeting on 12/10/2014 to discuss the elimination of parking on Pinehurst Ave. between Camden and Lorecrop. I do however wish to express wholeheartedly my support for this measure. I live on N. Clairmont Dr. but my garage and the back of my property front on Pinehurst. My driveway exits my property onto Pinehurst at the intersection of Pinehurst and Hanover St. Pinehurst is very busy with a lot of thru traffic to Rt. 13. We had to stop using our garage and driveway for cars as the exiting from the driveway was frequently blocked by parked cars from rentals on Pinehurst so that oncoming traffic could not be seen. There several near accidents that prompted this response. No parking, not even residential parking should be on that narrow street with all of that traffic. There are no consistent sidewalks there either so pedestrians and dog walkers are often in the road too. Parking is a safety hazard to the university students who walk to school and to the residents. All of the properties on Pinehurst have driveways and or garages for their vehicles. Rental however, have 4 or more cars so their over flow is often parked in the street. One house gives it driveway to friends for a fee and uses a permit to park in the street. Likewise, the full length of Lorecrop should be banned from parking but the area between Pinehurst and N. Clairmont has no sign so college students often park there.

Please allow us to use the garage for cars again and have unfettered access to Pinehurst from our property by approving this measure to eliminate all street parking on Pinehurst in the aforementioned area.

Thank You,
Susan Carter
Scott Bailey
217 N. Clairmont Dr.

Wednesday, December 10, 2014

We are not able to come to the meeting tonight but have some grave concerns about the parking on the streets in our area. I understand that the conversation tonight is about parking on Pinehurst Avenue. This was already adjusted years ago to having parking on only one side between Camden and Smith. That did help but it is still congested. And there have always been worries about emergency vehicles being able to pass.

Our bigger concern that needs to be investigated is the parking on Smith at the corners of South and College. Parking is allowed on both sides, with a permit, and it is like running a gauntlet to drive down Smith specifically at the corners of South and College. Two way traffic cannot fit if cars are parked on both sides and it becomes essentially a one way street. This is a huge problem as vehicles turn off South and College at higher speeds and often have nowhere to go. Somebody is going to have a head on collision.

If the streets are not wide enough to accommodate two way traffic at the same time as parked cars, then parking cannot be allowed. This should be the rule for any street be it Pinehurst or Smith, etc.

Sincerely,
Amy and Doyle Maull

ORDINANCE NO. 2329

AN ORDINANCE OF THE CITY OF SALISBURY TO DESIGNATE A NO PARKING ZONE ON PINEHURST AVENUE BETWEEN SMITH STREET AND LORECROP AVENUE AND A RESTRICTED PARKING ZONE ON PINEHURST AVENUE BETWEEN CAMDEN AVENUE AND SMITH STREET.

WHEREAS, the Traffic and Safety Advisory Committee analyzed the flow of traffic and road width of Pinehurst Avenue; and

WHEREAS, the Committee found that Pinehurst Avenue is 25 feet wide and consists of two (2) eight and a half foot wide travel lanes and one (1) eight 8 foot wide parking lane; and

WHEREAS, the City typical street section provides for eleven foot travel lanes and nine foot parking lanes; and

WHEREAS, vehicular parking on Pinehurst Avenue between Camden Avenue and Lorecrop Avenue could create a potentially unsafe condition for vehicles in the travel lanes; and

WHEREAS, the Committee recommends eliminating parking on Pinehurst Avenue between Smith Street and Lorecrop Avenue to allow for an adequate width for two travel lanes; and

WHEREAS, the No Parking zone on Pinehurst Avenue between Smith Street and Lorecrop Avenue should be in effect at all times of the day and on both sides of the road; and

WHEREAS, the Committee recommends restricting the timing of parking on Pinehurst Avenue between Camden Avenue and Smith Street to disallow parking Monday thru Friday between 8:30 am to 7:30 pm except by permit; and

WHEREAS, the Director of Public Works provided the City Council a recommendation of the proposed parking modifications at the City Council Work Session held on the 17th day of November, 2014 and the 6th day of April, 2015;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND to designate a no parking zone on Pinehurst Avenue between Smith Street and Lorecrop Avenue, and a restricted parking zone on Pinehurst Avenue between Camden Avenue and Smith Street.

BE IT FURTHER ORDAINED that this ordinance shall take effect immediately upon 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.

47 ATTEST

48

49

50 _____
Kimberly R. Nichols, City Clerk

Jacob Day, President
Salisbury City Council

51

52 Approved by me this ____ day of _____, 2015

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55 _____
James Ireton, Jr. Mayor

City of Salisbury



MARYLAND



JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
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: March 11, 2015
Re: Delmarva Power Easements – Northside and Southside Pumping Stations

Salisbury Public Works is in the process of upgrading the Northside and Southside Pumping Stations. As part of the upgrade, a new electric service will be provided at each station and Delmarva Power will place a new transformer at each site. Northside Pumping Station is located on Delaware Avenue/Fitzwater Street and Southside Pumping Station is located on Ridge Road. The site plans showing the transformer locations are attached.

Delmarva Power prepared the attached Utility Easement Agreement for each pumping station. The agreement allows Delmarva Power to install and maintain the transformer 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 NO. 2330

AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND GRANTING A UTILITY EASEMENT TO DELMARVA POWER & LIGHT COMPANY ACROSS CITY OWNED PROPERTIES ON FITZWATER STREET AND DELAWARE AVENUE AND RIDGE ROAD IN SALISBURY, MARYLAND.

WHEREAS, the City of Salisbury owns wastewater pumping stations located on Fitzwater Street and Delaware Avenue and Ridge Road; and

WHEREAS, the City of Salisbury is performing upgrades at the aforementioned pumping stations; and

WHEREAS, the upgrades include new electric services from Delmarva Power which require the placement of new transformers on the City owned pumping station sites; 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 new electric services at the pumping station properties.

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 Delaware Avenue and Ridge Road pumping station properties and that the Mayor is authorized to execute the Utility Easement Agreements.

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.: 1191, Map 0106
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 Delaware Avenue, Salisbury, and is recorded in the Land Records for Wicomico County, Maryland in Liber 0325, Folio 0120.

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 525 +/- 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.

Name: Patrick Sparr
Title: Engineering Fieldman

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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**

)

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

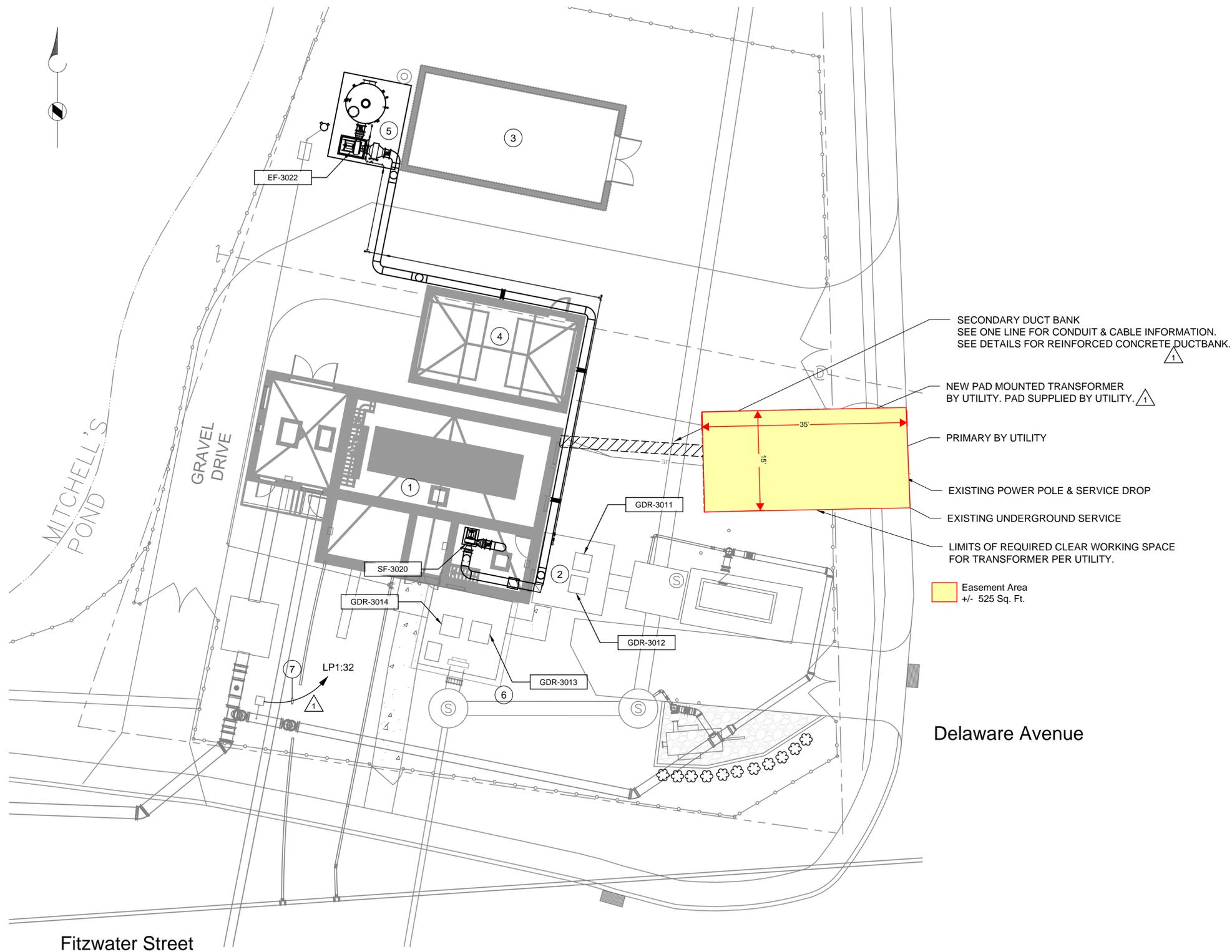
Print Name: _____

GENERAL NOTES:

1. CONTRACTOR SHALL COORDINATE WITH THE UTILITY ON THE NEW SERVICE REQUIREMENTS. PROVIDE PEDESTAL MOUNTED METER AND CONDUIT PER THE UTILITY'S REQUIREMENTS.

KEY NOTES:

- ① EXISTING NORTH SIDE PUMP STATION. SEE 30-E-101 FOR UPPER LEVEL PLAN AND ELECTRICAL EQUIPMENT.
- ② EXISTING DIMMINUTOR VAULT
- ③ EXISTING GENERATOR BUILDING
- ④ EXISTING STORAGE BUILDING
- ⑤ PROPOSED ODOR CONTROL SYSTEM. SEE 30-E-101 FOR ELECTRICAL EQUIPMENT.
- ⑥ PROPOSED DIMMINUTOR VAULT. SEE 30-E-103 FOR PLANS AND ELECTRICAL EQUIPMENT.
- ⑦ PROVIDE 120 VAC CIRCUIT FOR HEAT TRACE. 2#10, #12G, 3/4" C.



NORTH SIDE PUMP STATION - PROPOSED

PLAN

SCALE: 1" = 10'



- SECONDARY DUCT BANK
SEE ONE LINE FOR CONDUIT & CABLE INFORMATION.
SEE DETAILS FOR REINFORCED CONCRETE DUCTBANK.
- NEW PAD MOUNTED TRANSFORMER
BY UTILITY. PAD SUPPLIED BY UTILITY.
- PRIMARY BY UTILITY
- EXISTING POWER POLE & SERVICE DROP
- EXISTING UNDERGROUND SERVICE
- LIMITS OF REQUIRED CLEAR WORKING SPACE
FOR TRANSFORMER PER UTILITY.
- Easement Area
+/- 525 Sq. Ft.

Path: \\BCHAFPO1\Projects\Clients\Salisbury - MD\143534 - BNR - ENR Design\CAD\2-Sheets\NS-SS-PSIE-Electrical File: 143534-30-E-501.dwg Plot Date: June 12, 2014 - 10:29 AM CADD User: Creavalle, Stephen

Brown and Caldwell

CHARLOTTE, NC

SUBMITTED: _____ DATE: _____
PROJECT MANAGER
APPROVED: _____ DATE: _____
BROWN AND CALDWELL

LINE IS 2 INCHES
AT FULL SIZE
(IF NOT 2" - SCALE ACCORDINGLY)
SCALE:
DESIGNED: B DICKERSON
DRAWN: S CREAVALLE
CHECKED: J DIEDRICH
APPROVED: B DICKERSON

EXTERNAL REFERENCE FILES



PROFESSIONAL CERTIFICATION:
I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND.
LICENSE NO. 036262
EXPIRATION DATE: 11/19/2014

REVISIONS					
ZONE	REV.	DESCRIPTION	BY	DATE	APP.
B7/G4	07	1	SRC	6/13/14	BAD
		REVISIONS PER CITY OF SALISBURY			

DEPARTMENT OF PUBLIC WORKS
CITY OF SALISBURY, MARYLAND
**CITY OF SALISBURY WWTP
BNR/ENR UPGRADES**

ELECTRICAL
**EXISTING AND PROPOSED SITE PLAN
NORTH SIDE PUMP STATION SITE
NORTH SIDE AND SOUTH SIDE
PUMPING STATION UPGRADES**

FILENAME
143534-30-E-501.DWG
BC PROJECT NUMBER
143534
DRAWING NUMBER
30-E-501
SHEET NUMBER
67 OF 73

Tax Parcel No.: 1114, Map 0111
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 Ridge Road, Salisbury, and is recorded in the Land Records for Wicomico County, Maryland in Liber 0344, Folio 0291.

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 700 +/- 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.

Name: Patrick Sparr
Title: Engineering Fieldman

AREA INTENTIONALLY LEFT BLANK

WITNESS our hands and seals the day and year aforesaid.

WITNESS:

THE CITY OF SALISBURY

By: _____ **(SEAL)**

Name: _____

Title: _____

STATE OF COMMONWEALTH OF

)

COUNTY OF

) **SS**

)

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: _____

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

Bee Ordinance

SPD was tasked with analyzing the impact of the inclusion of an Urban Ordinance. The below bullet points is a synopsis of items to consider.

- **Manpower (workload for 2 Animal Control Officers)**

Annapolis realized virtually no increase in CFS since implementation of the Bee Ordinance.

We believe the impact would be minimal and that our current manpower can handle any increase in CFS

- **Cost as it relates to additional training & equipment for ACO's.**

Very minimal cost for equipment. Nets are the only identified equipment needs.

- **How do other LE agencies of similar size with similar Ordinances in place handle issues, enforcement action, other unintended issues such as noise, attraction of other rodents, etc.**

Ocean City does not allow bees.

Worcester County has no policies on bees.

Somerset County only deals with dogs and they also cover any complaints from Princess Anne.

Wicomico County only deals with domestic animals.

Dorchester County only deals with dogs.

Anne Arundel County does not deal with bees.

Baltimore City's Animal Policies. They do include bees. They have 15 licensed people doing bee keeping in their city. They do the initial inspection prior to issuing the permit, and after inspection complaints are referred to MDA. The supervisor I spoke to could only remember one nuisance complaint on the bees, when someone tried to have them in a condominium setting. Baltimore does charge a fee for these permits.

- **Any other pertinent information outside of the above referenced topics.**

All cities permits related to the keeping of bees should be handled by BHZ which is consistent with other State entities.

Department of Agriculture assesses an annual fee for permits related to the keeping of Bees. Department of Agriculture will inspect bee hives annually (spring) and respond to any citizen complaints at any time. No other Maryland governmental entity deals with bees. Abandoned hives, etc. all are referred to MDA.

43 **6.06.070 Violations**

44

45 **6.06.010 Definitions.**

46

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

48

49 “Apiary” means any place where one (1) or more colonies of bees are located.

50

51 “Beekeeper” means a person who owns or has charge of one (1) or more colonies of bees.

52

53 “Beekeeping Equipment” means anything used in the operation of an apiary, such as hive bodies,
54 supers, frames, top and bottom boards, and extractors.

55

56 “Colony” means bees in any hive including queens, workers, and drones.

57

58 “Hive” means a frame hive, box hive, box, barrel, log, gum skep, or other artificial or natural
59 receptacle which may be used to house bees.

60

61 “Honeybee” means the common honeybee, Apis mellifera species, at any stage of development,
62 but not including the African honeybee, Apis mellifera scutellata species, or any hybrid thereof.

63

64 **6.06.020 Purpose.**

65

66 The purpose of this chapter is to authorize beekeeping subject to certain requirements intended to
67 avoid problems that may otherwise be associated with beekeeping in populated areas.

68

69 **6.06.030 Certain conduct unlawful.**

70

71 Notwithstanding compliance with the various requirements of this chapter, it shall be unlawful for
72 any person to maintain an apiary or to keep any colony on any property in a manner that threatens public
73 health or safety, or creates a nuisance.

74

75 **6.06.040 Hives on residential lots.**

76

77 A. As provided in this chapter, and notwithstanding any contrary provision in Title 17 of this
78 code, an apiary, consisting of not more than three (3) hives or an equivalent capacity, may be
79 maintained in a side or rear yard of any residential lot. On a residential lot which is one-half
80 (0.5) acre or larger, the number of hives located on the lot may be increased to five (5).

81

82 B. A person shall not locate or allow a hive on property owned or occupied by another person
83 without first obtaining written permission from the owner or occupant.

84

85 **6.06.050 Beekeeper registration.**

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Each beekeeper shall be registered with the Maryland Department of Agriculture as provided in the Utah Bee Inspection Act set forth in Title 15, Subtitle 07 of the Maryland Annotated Code, as amended.

6.06.060 Hives.

- A. Honeybee colonies shall be kept in hives with removable frames which shall be kept in sound and usable condition.
- B. Hives shall be placed at least ten (10) feet from any property line and six (6) inches above the ground, as measured from the ground to the lowest portion of the hive; provided, however, that this requirement may be waived in writing by the adjoining property owner.
- C. Hives shall be operated and maintained as provided in the Title 15, Subtitle 07: Apiary Inspection, of the Maryland Annotated Code.
- D. Each hive shall be conspicuously marked with the owner's name, address, telephone number, and state registration number.

6.06.070 Violations.

A violation of this chapter may be remedied as provided in Sections 6.04.280 and 6.04.290 of this title. When a violation of this chapter is committed, and provided it is not charged in conjunction with another criminal offense and does not constitute a fourth or succeeding notice of violation within a twenty-four (24) month period, an authorized agent of the City shall issue a civil notice of violation to such violator in lieu of a misdemeanor citation.

BE IT FURTHER ORDAINED that this ordinance shall take effect immediately upon adoption.

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, City Council President

Approved by me this ___ day of _____, 2015

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132 James Ireton, Jr. Mayor

ORDINANCE NO. 2332

AN ORDINANCE APPROPRIATING THE NECESSARY FUNDS FOR THE OPERATION OF THE GOVERNMENT AND ADMINISTRATION OF THE CITY OF SALISBURY, MARYLAND FOR THE PERIOD JULY 1, 2015 TO JUNE 30, 2016, ESTABLISHING THE LEVY FOR THE GENERAL FUND FOR THE SAME FISCAL PERIOD AND ESTABLISHING THE APPROPRIATION FOR THE WATER AND SEWER, PARKING AUTHORITY, CITY MARINA, AND STORM WATER FUNDS.

BE IT ORDAINED, by the City of Salisbury, Maryland that the amounts listed in Schedule A – Operating Budget Appropriations are hereby appropriated for the Fiscal Year beginning July 1, 2015 and ending June 30, 2016 to fund operations of the City of Salisbury, Maryland.

BE IT FURTHER ORDAINED, by the City of Salisbury, Maryland that that the amounts listed in Schedule B – Capital Project Appropriations are hereby appropriated for Capital Projects.

BE IT FURTHER ORDAINED that:

- 1) The tax levy be, and the same be hereby set, at \$.937 per \$100 of assessed valuation of all real property, and at \$2.21 per \$100 of assessed valuation for all personal property, subject to taxation by the City of Salisbury for General Fund purposes, including debt service purposes (exclusive of revenues derived from the Water and Sewer Fund for debt service purposes attributed to water and sewer activities); and
- 2) All taxes levied by this ordinance shall be liens from and after July 1, 2015 and shall be due and payable as specified in Title 14 of the Tax Property article of the Annotated Code of Maryland, as amended;
- 3) That all fees adopted by this ordinance and all other fees currently in effect shall remain so unless changed at a future date by the Salisbury City Council.

AND BE IT FURTHER ORDAINED by the Salisbury City Council that a public hearing on the proposed budget ordinance will be held at ____ PM on _____, 2015 in Room 301 of the City/County Government Office Building, 125 N. Division Street, Salisbury, Maryland.

AND BE IT FURTHER ORDAINED by the Salisbury City Council that this Ordinance shall take effect upon final passage.

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THIS ORDINANCE was introduced and read at a special meeting of the Council of the City of Salisbury held on the _____, 2015, and having been published as required by law, in the meantime, was finally passed by the Council on the _____ day of _____, 2015.

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

67 **Schedule A - Operating Budget Appropriations**

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1)	General Fund – for the general municipal purposes of the City of Salisbury:	
	City Council / City Clerk	218,580
	Development Services	81,977
	Mayor's Office/Community Promotions	1,073,949
	Internal Services	759,425
	City Attorney	263,000
	Information Technology	263,130
	Planning & Zoning	171,532
	Municipal Buildings	226,400
	Police	11,987,739
	Fire	8,405,421
	Building Permits	385,710
	Neighborhood Services	792,759
	Public Works	
	Resource Management	314,433
	Engineering	1,731,962
	Traffic Control	733,389
	Streets and Lighting	1,786,229
	Sanitation	1,828,834
	Fleet Management	524,065
	Carpenter Shop	138,278
	Recreation and Culture	1,603,817
	Debt Service & Other Uses	<u>3,334,398</u>
	Total	36,625,027

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2)	Parking Authority Fund – for the special assessment district known as the Parking Authority	
	Total	886,435

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3)	Water Fund - for operations of the water department (including \$ 404,503 for redemption of bonds and payment of interest)	
	Total	4,822,072

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4)	Sewer Fund - for the operations of the sewer department (including \$ 3,964,633 for redemption of bonds and payment of interest)	
	Total	11,492,726

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5)	Marina Fund – for the operations of the enterprise known as the City Marina	
	Total	107,582

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6)	Storm Water Fund – for the operations of the enterprise known as the Storm Water Fund	
	Total	858,900
	Grand Total	\$54,792,742

Schedule B – Capital Project Appropriations (1 of.3)

General Capital Projects

	Project Amount	Funding Sources					Funds On Hand/ Transfer Source
Project Description		Bond Issuance	Grants	Donations/ In Kind	Transfer/ Pay Go	Funds on Hand	
Main Street Master Plan	2,240,000	2,240,000					
East Main St Storm Drain	350,200	350,200					
Beaverdam Creek Tidal Dam Repair	1,236,000	1,236,000					
Visitor Center Building	82,400			82,400			
Australian Exhibit	41,200			41,200			
Skate Park	682,000		650,000	32,000			
Total General Capital Projects	4,631,800	3,826,200	650,000	155,600			

Schedule B – Capital Project Appropriations (2 of 3)

Water Sewer Capital Projects

Project Description	Project Amount	Funding Sources					Funds On Hand/ Transfer Source
		Bond Issuance	Grants	Donations/ In Kind	Transfer/ Pay Go	Funds on Hand	
Replace Distribution Piping and Valves	77,250				77,250		Water Sewer Revenues
Elevated Water Tank Maintenance	100,000				100,000		Water Sewer Revenues
OmniSite for Lift Stations	44,000				44,000		Water Sewer Revenues
Park Water Treatment Plant Pumps	20,600				20,600		Water Sewer Revenues
Water Storage Park Water Plant	16,480				16,480		Water Sewer Revenues
24" W in Gordy Rd	2,000,000	1,000,000				1,000,000	Water Impact Fund
Replace Sewer in E. Main St.	750,000					750,000	Revolving Fund
Replace East Main Street Water Mains	772,500					772,500	Revolving Fund
CCTV Inspection Camera	230,000					230,000	Revolving Fund
Restore Paleo Well Field	185,400					185,400	Revolving Fund
Total Water Sewer Capital Projects	4,196,230	1,000,000	-	-	258,330	2,937,900	

Schedule B – Capital Project Appropriations (3 of 3)

Community Development Corporation

	Project Amount	Funding Sources					
Project Description		Bond Issuance	Grants	Donations/ In Kind	Transfer/ Pay Go	Funds on Hand	
Land Acquisition	150,000	150,000					
Demo and Excavation	100,000	100,000					
Rehab and Other	250,000	250,000					
Total Community Development Corporation	500,000	500,000					

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49	Schedule III	Metered Water Charges – Wor-Wic Community College and Urban	
50		Service District Rates	
51			
52		Residential and Small Commercial	
53		Minimum Charge	\$28.66 / quarter
54		Commodity Charge	\$4.28 / thousand gallons
55			
56		Commercial	
57		Customer Charge	\$536.36 / quarter
58		Commodity Charge	\$2.49 / thousand gallons
59			
60		Large Commercial/Industrial	
61		Customer Charge	\$828.92 / quarter
62		Commodity Charge	\$2.00 / thousand gallons
63			
64	Schedule IV	Sewer Charges – In City Rates	
65			
66		Residential and Small Commercial	
67		Minimum Charge	\$47.20 / quarter
68		Commodity Charge	\$7.08 / thousand gallons
69			
70		Commercial	
71		Customer Charge	\$891.56 / quarter
72		Commodity Charge	\$4.12 / thousand gallons
73			
74		Large Commercial/Industrial	
75		Customer Charge	\$1,375.26 / quarter
76		Commodity Charge	\$3.29 / thousand gallons
77			
78	Schedule V	Sewer Charges – Outside City Rates	
79			
80		Residential and Small Commercial	
81		Minimum Charge	\$94.40 / quarter
82		Commodity Charge	\$14.16 / thousand gallons
83			
84		Commercial	
85		Customer Charge	\$1,783.10 / quarter
86		Commodity Charge	\$8.21 / thousand gallons
87			
88		Large Commercial/Industrial	
89		Customer Charge	\$2,750.54 / quarter
90		Commodity Charge	\$6.61 / thousand gallons
91			

92			
93	Schedule VI	Sewer Charges – Wor-Wic Community College and Urban Service	
94		District Rates	
95			
96		Residential and Small Commercial	
97		Minimum Charge	\$70.81 / quarter
98		Commodity Charge	\$10.62 / thousand gallons
99			
100		Commercial	
101		Customer Charge	\$1,337.33 / quarter
102		Commodity Charge	\$6.15 / thousand gallons
103			
104		Large Commercial/Industrial	
105		Customer Charge	\$2,062.89 / quarter
106		Commodity Charge	\$4.96 / thousand gallons
107			

108 Schedule VII Sewer Charges – Sewer Only Customers

109	110	111	112	113	114	115	116	117
			Quarterly	Quarterly	Quarterly			
			In	Outside	Urban			
			City	City	Service			
	Rate	Number of fixtures	Rate	Rate	District Rate			
		1	One to two fixtures	\$ 61.60	\$123.20	\$ 92.40		
		2	Three to five fixtures	\$92.40	\$184.80	\$138.60		
		3	Six to twenty fixtures	\$132.80	\$268.60	\$199.20		
			For every five fixtures over twenty	\$ 54.76	\$109.52	\$ 82.14		

120 Schedule VIII Commercial and Industrial Activities

121	122	123	124	125	126	127	128
				Annual	Annual		
				In City	Outside		
				Rate	City Rate		
		1)	For each fire service	\$365.54	\$731.08		
		2)	For each standby operational service	\$365.54	\$731.08		

129 B. Definitions:

130 Residential and Small Commercial Customers – These customers have average water utilization
 131 of less than 300,000 gallons in a quarter.

132
 133 Commercial Customers – These customers have average water utilization of 300,000 gallons to
 134 600,000 gallons per quarter.

135
 136 Large Commercial/Industrial – These customers have average water utilization over 600,000
 137 gallons per quarter.

138

139 Average Water Utilization Per Quarter – This will be based on annual consumption divided by 4
140 to get average quarterly water utilization.

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144 C. Calculation of Bills:

145 For Residential and Small Commercial Customers – The minimum charge for both water and
146 sewer will apply if water service is turned on at the water meter and usage is 0-6,000 gallons per
147 quarter. Only the City can turn a meter on and off. For usage of 7,000 gallons and above, the
148 commodity charge will be applied for each 1,000 gallons used and the minimum charge will not
149 be applied.

150

151 For Commercial and Large Commercial/Industrial Customers – Every quarterly bill will receive
152 a customer charge for both water and sewer. Then for each thousand gallons used the
153 appropriate commodity charge will be applied.

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155 AND BE IT FURTHER ORDAINED AND ENACTED that this Ordinance was
156 introduced at a meeting of the City Council held on _____ the ____ day of _____, 2015
157 and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on the ____
158 day of _____, 2015 and is to become effective with bills dated October 1, 2015 and after.

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161 ATTEST:

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165 _____
166 Kimberly R. Nichols
167 CITY CLERK

165 _____
166 Jacob R. Day
167 PRESIDENT, City Council

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169 APPROVED BY ME THIS
170 ____ day of _____, 2015

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175 _____
176 James Ireton, Jr.
177 MAYOR, City of Salisbury