



# City of Salisbury



## CITY COUNCIL AGENDA

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May 11, 2015  
Government Office Building

6:00 p.m.  
Room 301

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Times shown for agenda items are estimates only.

6:00 p.m. CALL TO ORDER

6:01 p.m. WELCOME/ANNOUNCEMENTS

6:03 p.m. CITY INVOCATION - Pastor Tom Bunting, Senior Pastor of Emmanuel Wesleyan Church

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

6:07 p.m. PRESENTATIONS

- Community Organization Presentation – Adopt a Block Program – presented by Mark Thompson
- Proclamation
  - Adopt a Block Program

6:25 p.m. ADOPTION OF LEGISLATIVE AGENDA

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

- April 6, 2015 closed session minutes (separate envelope)
- April 13, 2015 closed session minutes (separate envelope)
- April 20, 2015 work session minutes
- Resolution No. 2497- allowing the Chief of Police or Chief's representative to sign a memorandum of agreement and to accept funds in the amount of \$10,000.00 in cooperation with the Wicomico County Health Department Drug Prevention Office to provide for overtime reimbursement to police officers participating in a program intended to reduce under-age drinking in the City of Salisbury

6:45 p.m. AWARD OF BIDS – Assistant Director of Internal Services – Procurement & Parking Jennifer L. Miller

- Contract 115-13 – Waverly Drive Water Quality Inlet Project
- Change Order #4 – Contract A-07-14 – Street Improvements – Curb, Gutter & Sidewalk Construction
- Declaration of Surplus – “The Bricks” – City-owned property

7:00 p.m. RESOLUTIONS – City Administrator Tom Stevenson

- Resolution No. 2498 - to establish a Green Team that will take part in the Sustainable Maryland Certification process
- Resolution No. 2499 - accepting the donation of various construction materials from the Salisbury Skatepark Committee to be utilized in the construction of the Salisbury Skatepark, in order to reduce the overall materials cost and leverage the existing available project funding
- Resolution No. 2500 - accepting funds awarded through a grant from Program Open Space for a boat house at the Port of Salisbury
- Resolution No. 2501 - authorizing the Mayor or the City Administrator to sign the donation agreement to accept the donation of the real property located at 806 North Division Street, Salisbury, Maryland 21801, from Wells Fargo Bank, N.A

7:10 p.m. ORDINANCES - City Attorney Mark Tilghman

- Ordinance No. 2328 – 2<sup>nd</sup> 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 – 2<sup>nd</sup> 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 – 2<sup>nd</sup> 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 – 2<sup>nd</sup> 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

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

**Proposed agenda items for May 26, 2015 (subject to change)**

- Resolution No. \_\_\_\_ - Approving Tri-County Council annexation
- Resolution No. \_\_\_\_ - Approving annexation plan for Tri-County Council annexation
- Resolution No. \_\_\_\_ - Fixing the MWQFA loan amount for the WWTP
- Resolution No. \_\_\_\_ - Accepting BNR and ENR Grants for the WWTP
- Resolution No. \_\_\_\_ - Temporarily increasing the change order limits for the WWTP
- Resolution No. \_\_\_\_ - Ben's Red Swings Bathroom
- Ordinance No. \_\_\_\_ -1<sup>st</sup> Reading- Budget Amendment- Provide funding to acquire properties at Tax Sale
- Ordinance No. \_\_\_\_ -1<sup>st</sup> Reading- B&B Fee Schedule
- Ordinance No. \_\_\_\_ -1<sup>st</sup> Reading- Flood Insurance Rate Maps
- Ordinance No. \_\_\_\_ - 2<sup>nd</sup> Reading- FY16 Proposed Budget

1 CITY OF SALISBURY  
2 WORK SESSION  
3 APRIL 20, 2015

4  
5 Public Officials Present  
6

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

7  
8 Public Officials Not Present  
9

10 Mayor James Ireton, Jr.  
11

12 In Attendance  
13

14 City Clerk Kimberly Nichols, City Administrator Tom Stevenson, Assistant City Administrator  
15 Julia Glanz, Building, Permits and Inspections Director William Holland, Neighborhood  
16 Services and Code Compliance Director Susan Phillips, Police Chief Barbara Duncan, Public  
17 Works Director Mike Moulds, Community Development Administrative Assistant Ginny  
18 Hussey, City Attorney Mark Tilghman, interested citizens and members of the press.  
19 -----

20 On April 20, 2015, Salisbury City Council convened in a Work Session at 2:12 p.m. in  
21 Council Chambers, Room 301 of the Government Office Building following the adjournment of  
22 the Closed Session held at 1:30 p.m. President Day stated that while in Closed Session Council  
23 discussed the City Attorney billings and contract and made a decision to surplus a piece of City  
24 property.  
25

26 **Malone/Snow Hill Road Annexation**  
27

28 Building, Permits and Inspections Director William Holland, Chris Jakubiak, and Brock Parker  
29 joined Council to discuss the introduction of the Malone/Snow Hill Road Annexation. The  
30 property is located at the northwest quadrant of Snow Hill Road and E. College Avenue,  
31 currently where a freestanding chimney is located.  
32

33 Consistent with the City’s 2006 Annexation Policies and Procedures, the applicant has signed the  
34 Petition for Annexation and has paid the required annexation fee, which is based on the total  
35 acreage of the site.  
36

37 The 2.71-acre site is located at the northwest quadrant of Snow Hill Rd. and E. College Ave.  
38 The developer has included a concept development plan, which consists of a 4,750 sq. ft. fast  
39 food restaurant and a 9,100 sq. ft. commercial/retail structure.  
40

41 Mrs. Mitchell was concerned with the traffic issues connected with a fast food establishment at  
42 that particular intersection.

43 The information was for Council’s information and introduction only. Council unanimously  
44 approved the project to move forward in the annexation process.

45

46 **Election 2015 Update – Redistricting (Court Update)**

47

48 City Attorney Mark Tilghman updated Council on his progress with the American Civil Liberties  
49 Union (ACLU) in filing the necessary motion with the court for the City’s redistricting.

50

51 Mr. Tilghman spoke with the attorney for the ACLU who informed him that the NAACP was  
52 going to be substituted as the new client and was sent a second version of the motion that the  
53 City would jointly file with the ACLU. Mr. Tilghman was informed that nobody could challenge  
54 the City’s current five-district plan nor deny the approval of this motion.

55

56 **Changes to the Noise Ordinance**

57

58 Mr. Holland, Neighborhood Services and Code Compliance Director Susan Phillips, and Police  
59 Chief Barbara Duncan joined Council to discuss the Noise Ordinance. He recommended the  
60 following hours to permit work at construction projects:

61

62 Monday thru Friday – 7 a.m. to 6 p.m.

63 Saturday – 9 a.m. to 6 p.m.

64 Sunday – 12:00 noon to 6 p.m.

65

66 Mr. Holland stated that if it was apparent that public health and safety were not be impaired  
67 during construction activities, a permit could be issued allowing work beyond these hours.

68

69 One member of the public provided the following comments concerning limiting construction  
70 hours:

71

72 • Everyone wants and deserves to have quiet enjoyment of their land, but keep in mind this  
73 past winter. Many days, construction workers were unable to work outside at all, and  
74 others who had inside jobs were able to work.

75 • Saturday and Sunday may be the only time people are able to work to support their  
76 families.

77 • Please be careful when condensing the hours employees can work because they will not  
78 be able to support their families and Wicomico County and the City of Salisbury will not  
79 be looked upon as a builder-friendly area.

80 • Noise ordinances can be worked around, but construction companies need the right to try  
81 to get their hours in.

82 • The sooner projects are completed, the sooner revenues are returned to the City.

83 • Construction activity is a temporary discomfort and framing is a small part of it.

84

85 Council reached unanimous consensus to move forward with the ordinance and to include the  
86 definition of “decibel” in the ordinance.

87

88 **Non-Conforming Use Registry**

89

90 Ms. Phillips, Mr. Holland and Mr. Tilghman joined Council to discuss the non-conforming use  
91 registry.

92  
93 Mr. Tilghman explained that the drafted ordinance amends the Zoning Code by requiring  
94 compliance by multi-family dwellings in single family areas by registering their units and  
95 meeting certain safety standards by having inspections performed by the City. By doing this,  
96 these property owners could continue using their properties as “Non-Conforming Use”  
97 properties. Failing to register within one year would cause them to lose “Non-Conforming Use”  
98 within the district status. This would apply solely to the single-family neighborhoods in R-5, R-8  
99 & R-10 zoning districts.

100

101 Council comments and questions included:

102

- 103 • Is there a difference in what a C.O. (certificate of occupancy) would require?
- 104 • Why are we discussing this since there is a lawsuit currently involving this subject?
- 105 • From a planning standpoint, we are talking about a multi-family dwelling or unit existing  
106 in a single-family neighborhood as if that is inherently something that shouldn't happen.
- 107 • The mix of the uses should happen as frequently as possible from a planning standpoint  
108 (eliminate R-5, R-8 & R-10) and the City is antiquated in that respect.
- 109 • Converted, un-inspected properties are the most dangerous.
- 110 • Only the legal ones will register; the illegal ones will not register; the majority will likely  
111 not register.
- 112 • This looks like step 1 of step 2 in implementing Amortization without getting Council to  
113 vote on Amortization.
- 114 • Why not adopt proposed safety regulations in all non-single family units and address it  
115 from that standpoint?
- 116 • When the public hears this discussion on PAC14 and see Council regulating in this way,  
117 they will not want to live in the City.
- 118 • Is there a State law requirement to install carbon monoxide detectors in multi-family  
119 units?

120

121 Council reached unanimous consensus to table the Non-Conforming Use Registry discussion  
122 and to review a comparison of the minimum life safety requirements.

123

### 124 **PAC14 Audit Requirements**

125

126 PAC14 Production Manager Creig Twilley and Mr. Tilghman joined Council to discuss the  
127 elimination of the audit requirement every four years.

128

129 Mr. Tilghman reported the existing PAC14 contract has expired, and the agreement with PAC14  
130 and public access is part of Comcast's obligation to provide such a channel for public access.  
131 This contract is currently being renegotiation with Comcast. He suggested a new contract with  
132 PAC14 be developed that assumes a negotiation with Comcast and extends the time period for  
133 PAC14's audit requirements. The only change would be to amend the section that requires the  
134 audit every four years, and insert “only when demanded by the City or recommended by the

135 accountants for PAC14". Mr. Twilley informed Council this request originated with the auditors  
136 for PAC14 because their annual review is sufficient.

137

138 Council reached unanimous consensus to advance the legislation to Legislative Session.

139

140 **Wells Fargo donation of 806 N. Division St.**

141

142 Community Development Administrative Assistant Ginny Hussey joined Council to discuss the  
143 donation offer by Wells Fargo of the house (built in 1920) on 806 N. Division Street and \$10,000  
144 to use to either rehab or demolish the structure (whichever option is best for the City and the  
145 rehabilitation of the property, as determined by the City).

146

147 Council reached unanimous consensus to accept the donation of the house and \$10,000 from  
148 Wells Fargo.

149

150 **Update - Feldman's Right-of-Way Agreement**

151

152 Mr. Stevenson and Public Works Director Mike Moulds came forward to discuss the Feldman's  
153 Right-of-Way Agreement. Mr. Stevenson reported that the historic renovations on the building  
154 are currently underway and minor revisions to the approved bio-retention area and impervious  
155 surface calculations have recently been submitted and approved by City Public Works.

156

157 Mr. Stevenson informed Council that Mr. Gillis is not looking for any compensation but will be  
158 gifting the right-of-way.

159

160 Mr. Moulds remarked that the Riverwalk cannot be an exposed aggregate material, but must be  
161 concrete boardwalk.

162

163 **Green Team**

164

165 Mr. Moulds reported that one of the tasks under the MOU the City has between Washington  
166 College Center for Environment and Society to participate in the Shore Power Project to track  
167 our carbon footprint and energy usage. Another task was to become a Sustainable Maryland  
168 Certified Community, of which the City became registered in October 2014. In order to be  
169 certified, the City must complete action items, one of which is the mandatory creation of a Green  
170 Team, an advisory group of citizens who would help review the different projects the City will  
171 move forward with in terms of becoming sustainable, and eventually maintaining that  
172 sustainability.

173

174 Council reached unanimous consensus to advance the resolution to the legislative agenda.

175

176 After a five-minute recess, Council reconvened at 4:05 p.m.

177

178 **Police Officers Body Cameras Lease Option presentation**

179

180 Police Chief Barbara Duncan joined Council to discuss body cameras for the police officers and  
181 presented the same presentation she gave to the Mayor's Roundtable in January 2015. She

182 reported that after thoroughly researching the cameras and receiving extensive information  
183 regarding Maryland Municipality camera usage, she was recommending to Council the purchase  
184 of the Panasonic Arbitrator, a 3.2 ounce model camera which is only 3 ½” x 2 ½” in size. She  
185 reported the model would integrate perfectly with the Police Department’s current system. The  
186 lease option with Panasonic would total \$164,000 for 105 unites (\$5,250 per month for 36  
187 months.

188

189 Council questions and discussion topics with Chief Duncan included:

190

- 191 • Does the price include training and storage of videos?
- 192 • Are software updates included in the price?
- 193 • Grant funding options
- 194 • Microsoft currently working on a public safety officer only Cloud
- 195 • Storage is not currently an issue
- 196 • File purging or maintaining files for lawsuits
- 197 • Concern for the rights of people not involved in criminal activity
- 198 • Redaction procedures for citizens
- 199 • Limited field of view
- 200 • Can be used for training purposes
- 201 • Officers across the nation are increasingly using cameras in their work
- 202 • Videos are extremely helpful in traffic court and other lawsuits
- 203 • This is not in the FY16 Proposed Budget
- 204 • Cost of \$5250 per month includes storage, training, replacement costs
- 205 • Storage in the future will be an additional issue
- 206 • Only pictures and videos connected with events and lawsuits will be put in storage
- 207 • Officers must announce they are using the camera or recorder

208

209 Council reached unanimous consensus to support body cameras for the Salisbury Police  
210 Department and would work to include them in the Police Department’s budget.

211

212 The Work Session adjourned at 4:45 p.m.

213

214

215

216 \_\_\_\_\_  
City Clerk

217

218

219

220 \_\_\_\_\_  
Council President

# City of Salisbury



JAMES IRETON JR.  
MAYOR

TOM STEVENSON  
CITY ADMINISTRATOR



Maryland

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



BARBARA DUNCAN  
CHIEF OF POLICE

April 10, 2015

TO: Tom Stevenson  
City Administrator

FROM: Colonel David Meienschein

SUBJECT: Resolution – Underage Drinking

Attached, please find a Resolution allowing the Chief of Police or Chief's representative to sign a Memorandum of Agreement and accept grant funding in the amount of \$10,000.00 from the Wicomico County Health Department's Drug Prevention Office for a grant entitled "Enforcing the Underage Drinking Laws". This grant will provide overtime reimbursement to police officers participating in neighborhood and open area patrols intended to reduce underage drinking.

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



Colonel David T. Meienschein  
Assistant Chief

1 RESOLUTION No. 2497

2  
3 A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY ALLOWING  
4 THE CHIEF OF POLICE OR CHIEF’S REPRESENTATIVE TO SIGN A MEMORANDUM  
5 OF AGREEMENT AND TO ACCEPT FUNDS IN THE AMOUNT OF \$10,000.00 IN  
6 COOPERATION WITH THE WICOMICO COUNTY HEALTH DEPARTMENT DRUG  
7 PREVENTION OFFICE TO PROVIDE FOR OVERTIME REIMBURSEMENT TO POLICE  
8 OFFICERS PARTICIPATING IN A PROGRAM INTENDED TO REDUCE UNDER-AGE  
9 DRINKING IN THE CITY OF SALISBURY.

10  
11 WHEREAS, the Wicomico County Drug Prevention Office and the Salisbury Police  
12 Department will enter into a Memorandum of Agreement which will commence on or about  
13 March 02, 2015 and terminate by June 30, 2015; and

14  
15 WHEREAS, the Salisbury Police Department has been awarded \$5,000.00 for police  
16 officer overtime for party patrol targeting underage drinking; and

17  
18 WHEREAS, the Salisbury Police Department has been awarded \$5,000.00 for police  
19 officers overtime proactive enforcement efforts to include underage drinking in open areas,  
20 parks, residential complexes, prom week, sporting events; and,

21  
22 WHEREAS, the use of overtime funds will allow increased police presence for the  
23 enforcement of the underage drinking laws.

24  
25 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF  
26 SALISBURY, MARYLAND that the Chief of Police or Chief’s representative be allowed to  
27 sign a Memorandum of Agreement and accept grant funds in the amount of \$10,000.00 to be  
28 used for overtime reimbursement to enforce the laws relating to underage drinking within the  
29 City of Salisbury.

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

34  
35 ATTEST:

36  
37 \_\_\_\_\_  
38 Kimberly R Nichols, City Clerk

39 \_\_\_\_\_  
40 Laura Mitchell, Vice President  
41 Salisbury City Council

42 APPROVED BY ME THIS:

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

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



**Public Health**  
Prevent. Promote. Protect.  
Wicomico County  
Health Department

**Wicomico County Health Department**  
108 East Main Street • Salisbury, Maryland 21801

Lori Brewster, MS, APRN/BC, LCADC • Health Officer

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## MEMORANDUM OF AGREEMENT

This Memorandum of Understanding/Agreement, dated March 2, 2015, and entitled Maryland Strategic Prevention Framework, hereby entered into between the Wicomico County Drug Prevention Office, a department of the Wicomico County Health Department, hereafter known as "Prevention" and The Salisbury City Police an Enforcement Agency located at 699 W. Salisbury Parkway, Salisbury, Maryland hereafter known as the "Salisbury Police". The services which are the subject of this Memorandum of Understanding/Agreement are to commence on or about March 2, 2015 and terminate by June 30, 2015.

This Memorandum of Understanding/Agreement may further be renewed dependent upon available funding.

The total cost to Prevention for the provision of the described services shall not exceed \$10,000.00.

This amount shall be payable to the Salisbury Police upon receipt of an invoice and in accordance with Section II of this Memorandum of Understanding/Agreement.

### SECTION I: AGREEMENT MONITORS

The Agreement Monitor for the Prevention shall be:

Cynthia A. Shifler  
Name (Typed)

Prevention Coordinator, Wicomico County Drug Prevention Office  
Title (Typed)

Wicomico County Health Department, 108 E. Main Street, Salisbury, MD 21801  
Business Address (Typed)

410-334-3480 ext. 17544 or FAX 410-548-5184  
Business Telephone Number (Typed)

The Prevention's Agreement Monitor is the primary point of contact for matters relating to this Agreement. The Salisbury Police shall contact this person immediately if they

unable to fill any of the requirements of, or has any questions regarding the interpretation of the provisions of the Agreement.

The Agreement Monitor for Salisbury Police shall be:

Dave Meinschein  
Name (Typed)

Colonel  
Title (Typed)

Salisbury City Police, 699 West Salisbury Parkway, Salisbury, MD 21801

Business Address (Typed)

410-548-3165

Business Telephone Number (Typed)

The Salisbury Police Agreement Monitor is the primary point of contact for matters relating to this agreement.

## **SECTION II: DUTIES OF SALISBURY CITY POLICE**

The Salisbury Police Departed will be granted \$5000.00 for Party Patrols and \$5000.00 for Saturation Patrols the specific services to be provided by the Salisbury Police under this Memorandum of Agreement are as follows:

1. Party Patrols (enforcement agencies work together to break up/safely disperse underage drinking parties, give underage drinking citations to youth offenders) of underage drinking parties located in Salisbury, Maryland.
2. Saturation Patrols (deploying additional police officers to find impaired drivers) during specific times and in areas frequented by underage drinkers in Salisbury, Maryland (ex. parks, fields, prom week, sport events, neighborhood etc.)
3. The Salisbury Police shall designate staff to lead/implement the Party Patrols and Saturation Patrols.
4. Data collected during the Party Patrols and Saturation Patrols will be provided to Prevention no later than one month after the patrol. Information will include the number of youth cited, age of youth cited, sex of youth cited, where they are from, ethnicity of youth, number of times youth have been cited (if known), number of open container violations and any other related findings.

Invoices will be submitted to Prevention upon the completion of each party

The PCA PROJECT CODE is F842N-0881

**SECTION IV: SIGNATURES**

In acknowledgement of the foregoing description of the services and requirements of this Agreement, these authorized signatories of Prevention and the Salisbury Police do hereby attest to their acceptance of the terms and conditions of this Agreement.

For the Wicomico County Health Department

Lori Brewster 4/8/15  
Signature Date

Lori Brewster MS, APRN/BC, LCADC  
Health Officer

For Salisbury City Police

\_\_\_\_\_  
Signature Date  
Dave Meinschein  
Colonel

For Wicomico County Drug Prevention

Cynthia A. Shifler 4/9/15  
Signature Date

Cynthia A. Shifler, CPP  
Prevention Coordinator

# City of Salisbury



**MARYLAND**



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

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

**May 11, 2015**

- |  |              |
|--|--------------|
| 1. Contract 115-13<br>Waverly Drive Water Quality Inlet Project                                      | \$494,085.60 |
| 2. Contract A-07-14<br>Change Order #4<br>Street Improvements – Curb, Gutter & Sidewalk Construction | \$ 39,500.00 |
| 3. Declaration of Surplus<br>“The Bricks” – City-owned property                                      | \$ 0.00      |

# City of Salisbury



MARYLAND



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

KEITH A. CORDREY  
DIRECTOR OF INTERNAL SERVICES

JENNIFER MILLER  
ASST. DIRECTOR OF INTERNAL  
SERVICES

JAMES IRETON, JR.  
MAYOR

M. THOMAS STEVENSON, JR.  
CITY ADMINISTRATOR

TERENCE ARRINGTON  
ASSISTANT CITY ADMINISTRATOR

## Council Agenda

May 11, 2015

TO: Mayor and City Council

SUBJECT: Award of Bid  
Contract 115-13 Waverly Drive Water Quality Inlet Project

In August 2013, the City of Salisbury Internal Services Department, Procurement Division, received a request from the Department of Public Works to solicit bids for Contract 115-13 Waverly Drive Water Quality Inlet. This project was to furnish all labor, materials and equipment necessary for the installation of approximately 10 inlet-type precast bioretention units along Waverly Drive, South Boulevard, and Hanover Street.

On October 28, 2013, the City awarded the bid to Bramble Construction in the amount of \$494,085.60. While working with MDE to obtain the project funding, the bid proposal from Bramble Construction expired, and Bramble determined that they would not proceed to enter into a contract with the City of Salisbury. As such, the Department of Public Works consulted with MDE to secure their approval to negotiate with the 2<sup>nd</sup> low bidder, Hopkins Construction, to perform the project with a reduced Scope of Work in keeping with the MDE loan award amount of \$494,085.60. Hopkins and the City have developed a revised Scope of Work, and MDE gave approval on April 2, 2015, for the City to execute the contract with Hopkins Construction.

There are sufficient funds to cover this award in the following account:

82078-577034-90005 Storm Drain Construction – Waverly Drive Project

The Procurement Department requests Council's approval to award Contract 115-13 Waverly Drive Water Quality Inlet Project, to Hopkins Construction in the amount of \$494,085.60.

Sincerely,

Jennifer Miller  
Assistant Director of Internal Services – Procurement and Parking

# City of Salisbury



MARYLAND



JAMES IRETON, JR.  
MAYOR

M. THOMAS STEVENSON, JR.  
CITY ADMINISTRATOR

JULIA GLANZ  
ASSISTANT CITY ADMINISTRATOR

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

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

To: Jennifer Miller, Assistant Director of Internal Services – Procurement & Parking  
From: Michael Moulds, Director of Public Works  
Paul Mauser, Project Engineer  
Date: April 10, 2015  
Re: Contract No. 115-13  
Waverly Drive Water Quality Inlet Project

On October 28, 2013, City Council Meeting Minutes confirm that the award of bids for the Waverly Drive Water Quality Inlet Project was approved in the amount of \$494,085.60 for Bramble Construction based on the October 14, 2013 award of contract recommendation from SPW. As this project is funded by the Maryland Department of the Environment (MDE) Water Quality State Revolving Fund (WQSRF), the contract with Bramble was not able to be executed until after the MDE WQSRF loans were closed in March 2014. During that time, Bramble's bid passed the 60 calendar day expiration timeframe defined in the bid documents and they pursuantly refused to sign the contract with SPW, despite SPW exhausting legal efforts to do so.

MDE approved for SPW to negotiate with the 2<sup>nd</sup> lowest bidder (Hopkins Construction) to perform the project with a reduced Scope of Work (SOW), with the purpose of maintaining the original WQSRF loan amount of \$494,085.60. SPW has negotiated the contract with Hopkins Construction and received approval from MDE on April 2, 2015 to execute the contract with Hopkins Construction. Davis, Bowen & Friedel, Inc. is the design engineer for this project and has provided a recommendation to award the project to Hopkins Construction

The proposed budget for this project is \$494,085.60. Funds are available in account 82078-577034-90005.

Paul B. Mauser, E.I.  
Project Engineer

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

# City of Salisbury



MARYLAND



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

KEITH A. CORDREY  
DIRECTOR OF INTERNAL SERVICES

JENNIFER MILLER  
ASST. DIRECTOR OF INTERNAL  
SERVICES

JAMES IRETON, JR.  
MAYOR

M. THOMAS STEVENSON, JR.  
CITY ADMINISTRATOR

TERENCE ARRINGTON  
ASSISTANT CITY ADMINISTRATOR

## Council Agenda

May 11, 2015

TO: Mayor and City Council

SUBJECT: Change Order #4 to Contract A-07-14  
Street Improvements – Curb, Gutter & Sidewalk Construction

The City of Salisbury Internal Services Department, Procurement Division, received a request from the Department of Public Works to process Change Order #4 in the amount of \$39,500 for Contract A-07-14 Street Improvements – Curb, Gutter & Sidewalk Construction. Additional funds have come available to provide for property-owner repairs/replacement of curb, gutter and sidewalk, and to provide miscellaneous concrete work at the WWTP.

Funds are available in the following project accounts:

|  |              |
|--|--------------|
| 31156-534307 Curb, Gutter and Sidewalk | \$ 34,000.00 |
| 86083-523600 Skilled Services          | \$ 5,500.00  |

The Department of Internal Services, Procurement Division, requests Council's approval for Change Order #4 as noted above to Malone and Phillips, Inc., in the amount of \$39,500.

Sincerely,

Jennifer Miller

Asst. Director of Internal Services – Procurement and Parking

JAMES IRETON, JR.  
MAYOR

M. THOMAS STEVENSON, JR.  
CITY ADMINISTRATOR

JULIA GLANZ  
ASSISTANT CITY ADMINISTRATOR

# 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

To: Jennifer Miller, Assistant Director of Internal Services - Procurement Division  
From: Michael S. Moulds, Director of Public Works  
Date: April 21, 2015  
Subject: Change Order No. 4 - Contract No. A-7-14  
P.O. 02150099  
Citywide Concrete Program

Salisbury Public Works requests the City of Salisbury Internal Services Department, Procurement Division process Change Order #4, in the amount of \$39,500.00. This contract is a yearly contract and is utilized as funds are made available for requested projects.

Change Order #4 included two work items as noted below with the account numbers. Funds are available in these accounts:

1. To be utilized to fund property owner requested repairs/replacement of curb, gutter and sidewalk. These funds will be reimbursed to the City by the property owner.

31156-534307 Curb, Gutter and Sidewalk..... \$ 34,000.00

2. To provide miscellaneous concrete work at the Wastewater Treatment Plant

86083-523600 Skilled Services-Maintenance..... \$ 5,500.00

  
\_\_\_\_\_  
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.  
INTERIM CITY ADMINISTRATOR

JULIA GLANZ  
ASSISTANT CITY ADMINISTRATOR

## Council Agenda

May 11, 2015

TO: Mayor and City Council

SUBJECT: Declaration of Surplus – “The Bricks”

On January 15, 2015, the Procurement Department issued a re-bid solicitation for “The Bricks”, a City-owned property built in 1920 and located at 432-434 E. Church Street in Salisbury. The due date for bids was March, 19, 2015, and the City received no proposals. The Administration sought the advice of City Council at a closed session on April 8, 2015, at which the Council directed the Procurement Department to request a declaration of surplus at the next legislative meeting.

The Procurement Division now requests Council’s approval to declare said property “surplus” and to allow the City of Salisbury Internal Services Department, Procurement Division, to again offer the property for sale via Council-designated terms and conditions.

Sincerely,

Jennifer Miller  
Assistant Director of Internal Services – Procurement and Parking

# 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: Tom Stevenson, City Administrator  
From: Mike Moulds, Director of Public Works *MM*  
Date: April 7, 2015  
Re: Creation of a Green Team for Sustainable Maryland Certification

---

The City has previously entered into a Memorandum of Understanding (MOU) between the City and Washington College Center for Environment and Society dated 12/3/13 to participate in the Shore Power Project. This project will assist the City with tracking energy use and reducing greenhouse gas emissions.

One of the tasks under the MOU the City has undertaken is to register to be a Sustainable Maryland Certified Community. The first step was approval of Resolution 2452 in October 2014 supporting participation in the Sustainable Maryland Certified Municipal Community Program. Attached are copies of the MOU and Resolution 2452 for background.

In order to become certified, the City of Salisbury must complete and document a number of action items as summarized on the attached information sheet.

There are two mandatory actions that are required. The creation of a Green Team and completion of a Green Team Action Plan. These two actions will earn the City 20 points toward the necessary 150 points needed to become certified. We have reviewed the remaining action items and are confident that following the creation of the Green Team, the City has already implemented sufficient action items to meet the certification requirement.

Attached is a proposed Resolution to create a Green Team. We are proposing the Team be composed of 5 members. The team will help develop policies and plans, and assist with educational opportunities that support maintaining a sustainable community.

If you have any questions or require any additional information, please do not hesitate to call.

1 **RESOLUTION NO. 2498**

2 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND, TO ESTABLISH A  
3 GREEN TEAM THAT WILL TAKE PART IN THE SUSTAINABLE MARYLAND  
4 CERTIFICATION PROCESS

5 **WHEREAS**, the City of Salisbury is committed to providing a safe and sustainable  
6 community seeking to optimize quality of life for its residents by assuring clean land, air and  
7 water, improving working and living environments that will thrive well into future endeavors;  
8 and

9 **WHEREAS**, the City of Salisbury wishes to support a Green Team that will lead the  
10 charge to help the City of Salisbury achieve Sustainable Maryland Certification and at the same  
11 time leverage the skills, expertise, and life experience of the team members to develop policies  
12 and plans, implement programs, and assist with educational opportunities that will advise staff  
13 and community leaders; and

14 **NOW, THEREFORE**, be it resolved by the Council of the City of Salisbury, Maryland,  
15 that a Green Team is hereby established to advise City officials and staff on the sound  
16 development and management of the City of Salisbury’s sustainability in relation to  
17 infrastructure, accessibility, and promoting the benefits of these systems and shall have the  
18 following attributes:

19 **Responsibilities.** The Green Team shall:

- 20 1. Periodically, or at the request of the Mayor, provide advice on the  
21 development of regulations or policies that benefit or pertain to sustainability;
- 22 2. Review the annual Capital Improvement Plan and provide recommendations to  
23 the Mayor regarding funding for projects relating to Sustainable Maryland Certification in  
24 regards to the City;
- 25 3. Prepare an annual report outlining the current status of projects and activities  
26 for maintaining Sustainable Maryland Certification;
- 27 4. Advise and assist the Mayor and City Council, and City staff members at the  
28 request of the Mayor, in applying for grant funding for projects related to Sustainable Maryland  
29 Certification; and
- 30 5. Engage in community outreach and education on sustainability initiatives and  
31 events.

33           **Membership.** The Green Team shall include at a minimum five (5) residents of the City  
34 of Salisbury, who shall be appointed by the Mayor and confirmed by the Council to serve  
35 staggered terms of three (3) years. The members of the Green Team may include appointed  
36 municipal staff, elected officials, and volunteer members of community boards and commissions.  
37 Members may also include citizen leaders and representatives from community organizations.  
38 Members shall be subject to removal by the Mayor and Council.

39           **Holding Over and Reappointment.** Upon the expiration of their terms, members of the  
40 Green Team may be reappointed and shall continue to serve until they are reappointed and  
41 confirmed or their replacements are appointed and confirmed.

42           **Leadership.** The Green Team shall elect a Chairperson and a Vice-Chairperson  
43 annually, and each shall serve at the pleasure of the Green Team. If either position becomes  
44 vacant, an election to fill the position shall be held at the Green Teams next meeting, provided  
45 that all Green Team members have been informed of the vacancy at least one (1) week before  
46 such meeting.

47           **Meetings.** The Green Team shall meet at a minimum every three months at times and  
48 places to be determined by the Green Team and shall hold additional meetings as it deems  
49 necessary to perform its functions. The meetings of the Committee shall be open to the public.  
50 The Chairperson of the Committee shall preside over all meetings, and, in the absence of the  
51 Chairperson, the Vice-Chairperson shall preside. When both the Chairperson and the Vice-  
52 Chairperson are absent, the Secretary to the Committee shall preside.

53           **Quorum.** A majority of the current members of the Committee shall constitute a  
54 quorum, and the Committee shall not act in the absence of a quorum; however, any meeting of  
55 the Committee other than for the purpose of acting as the Committee (as through the adoption of  
56 a formal recommendation) may proceed despite the absence of a quorum.

57           **Staff Support.** The Director of Public Works or a Public Works staff member  
58 designated by the Director shall serve as Secretary to the Committee and shall be responsible for  
59 providing administrative support to the Committee, which shall include ensuring that agendas for  
60 the Committee's meetings are distributed before the meetings are held and that minutes of the  
61 Committee's meetings are kept. The Secretary shall not be a voting member of the Committee,  
62 but the Secretary or another City employee substituting for the Secretary shall attend the  
63 Committee's meetings. The Secretary shall keep all of the Committee's records.

64           **Council Liaison.** The City Council may designate one of its members to be its liaison to  
65 the Committee, and the City Council liaison shall be invited to attend all Committee meetings  
66 and shall be entitled to address the Committee at each meeting.

67           **Recommendations.** The Green Team shall make all of its recommendations in writing  
68 and direct them to the Mayor. The Green Team shall not have the authority to direct the City

69 staff to take any action. In making recommendations, the Green Team should take into  
70 consideration the estimated or potential costs and benefits of any recommended changes or  
71 policies.

72 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of  
73 the City of Salisbury held on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, and is to become effective  
74 immediately upon adoption.

75 ATTEST:

76

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

\_\_\_\_\_   
Laura Mitchell, Council Vice President

79

80

81

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

83

84

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

RESOLUTION NO. 2452

A RESOLUTION OF THE CITY OF SALISBURY SUPPORTING PARTICIPATION IN THE SUSTAINABLE MARYLAND CERTIFIED MUNICIPAL CERTIFICATION PROGRAM

WHEREAS, a sustainable community means meeting the needs of the present without compromising the ability of future generations to meet their own needs; and

WHEREAS, a sustainable community seeks to optimize quality of life for its residents by ensuring that its environmental, economic and social objectives are balanced and mutually supportive; and

WHEREAS, The City of Salisbury strives to save tax dollars, assure clean land, air and water, improve working and living environments as steps to building a sustainable community that will thrive well into the new century; and

WHEREAS, The City of Salisbury hereby acknowledges that the residents of the City of Salisbury desire a stable, sustainable future for themselves and future generations; and

WHEREAS, The City of Salisbury wishes to support a model of government which benefits our residents now and far into the future by exploring and adopting sustainable, economically-sound, local government practices; and

WHEREAS, by endorsing a sustainable path the City of Salisbury is pledging to educate itself and community members further about sustainable activities and to develop initiatives supporting sustainable local government practices; and

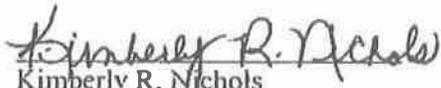
WHEREAS, as elected representatives of the City of Salisbury, we have a significant responsibility to provide leadership which will seek community-based sustainable solutions to strengthen our community.

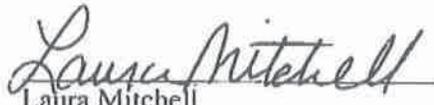
NOW, THEREFORE BE IT RESOLVED, that to focus attention and effort within the City of Salisbury on matters of sustainability, the Council of the City of Salisbury, Maryland wishes to pursue local initiatives and actions that will lead to Sustainable Maryland Certified Municipal Certification.

BE IT FURTHER RESOLVED, by the Council of the City of Salisbury, Maryland that we do hereby authorize the Director of Public Works to serve as the City of Salisbury's agent for the Sustainable Maryland Certified Municipal Certification process and authorize the Director to complete the Municipal Registration on behalf of the City of Salisbury, Maryland.

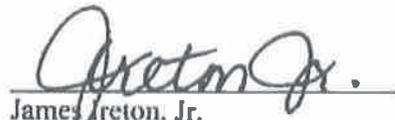
THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 13 day of October, 2014 and is to become effective immediately upon adoption.

ATTEST:

  
Kimberly R. Nichols  
CITY CLERK

  
Laura Mitchell  
VICE PRESIDENT, City Council

APPROVED by me this 14<sup>th</sup> day of October, 2014

  
James Greton, Jr.  
MAYOR, City of Salisbury



**ShorePower Project  
MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (the Memorandum) is made on this day 12/3/12, by and between the Washington College Center for Environment & Society, of 101 S Water Street, Chestertown, MD 21620 hereinafter referred to as CES and City of Salisbury of 101 N Division Street, Salisbury, MD 21801, hereinafter referred to as the Municipality, for the purpose of achieving the various aims and objectives relating to the ShorePower Project (the Project).

WHEREAS CES and the Municipality desire to enter into an agreement in which CES and the Municipality will work together to complete the Project;

AND WHEREAS CES and the Municipality desire to enter into a Memorandum of Understanding between them, setting out the working arrangement that each of the partners agree are necessary to complete the Project;

The purpose of this Memorandum of Understanding (MOU) is to identify the roles and responsibilities of each party as they relate to the Project.

**Background**

With funding support from the Town Creek Foundation, CES has initiated the Project to help Eastern Shore municipalities track energy and reduce energy expenditures and greenhouse gas emissions.

Since 2008 CES has helped the Chestertown municipal government achieve significant reductions of energy usage and greenhouse gas emissions. Between 2008 and 2011 Chestertown's electricity consumption dropped by 300,000-kilowatt hours per year. This amounted to a greater than 10% decrease and an avoidance of \$130,000 annually in costs. It also constituted an overall reduction in greenhouse gas emissions of 200 tons per year.

The Project aims to replicate these results in the eight remaining County seats on Maryland's Eastern Shore, four municipalities in Year 1 of the Project and four more in Year 2.

The Project is governed by an advisory board, and involves close consultation with staff from the Maryland Energy Administration, the Maryland Department of the Environment, and the Maryland Municipal League.

### Responsibilities

CES shall undertake the following activities:

- Gather necessary data and produce accurate energy report for the Municipality
- Gather necessary data and produce accurate greenhouse gas emissions report for the Municipality
- Provide recommendations to the Municipality on how to decrease energy usage and greenhouse gas emissions
- Formally present energy data, greenhouse gas emissions data, and recommendations to the Municipality
- Coordinate ceremonial launch event
- Manage public relations for the Project, including website and social media
- Communicate benefits and results of the project to the Region and State.
- Build capacity for the Municipality to manage energy tracking and reporting after year 1 going forward

The MUNICIPALITY shall undertake the following activities:

- Register to be a Sustainable Maryland Certified community
- Assist in ceremonial launch event
- Assist CES in obtaining accurate energy usage data and greenhouse gas emissions calculations including but not limited to:
  - o Travel, including employee commute and business related travel
  - o Municipal buildings' specifications
  - o Energy providers and access to detailed invoices
  - o Municipal fleet
  - o Landscaping and agriculture
  - o Municipal solid waste and recycling
  - o Potential greenhouse gas emissions offsets
- Assist CES in communicating the benefits and results of the project to the community and encourage community participation in the Project
- Initiate energy tracking and reporting protocols into regular administrative duties

### Funding

The Town Creek Foundation has provided funding for the Project. CES will be responsible for managing all Project funds.

### Effective Date and Signature

This Memorandum of Understanding shall be effective upon the signature of CES and City of Salisbury authorized officials.

CES and the City of Salisbury indicate agreement with this Memorandum of Understanding by their signatures.

  
Center for Environment and Society

12/10/13  
Date

  
City of Salisbury

12/9/13  
Date



**HELPING COMMUNITIES INVEST TODAY FOR A MORE LIVABLE TOMORROW**

## **Sustainable Maryland**

is a free and voluntary certification program for municipalities in Maryland that want to go green, save money, and take steps to sustain their quality of life.

The mission of Sustainable Maryland is to enhance livability for all Marylanders by helping municipalities choose a direction for their sustainability efforts, improve access to resources needed to implement action, measure their progress, and gain recognition for their accomplishments.

### **Sustainable Maryland helps communities:**

- Gain access to training, tools, funding, and expert guidance;
- Save money and improve the bottom line;
- Conserve resources while promoting community resiliency.

### **Sustainable Maryland features:**

- Free and voluntary program that makes participation easy and accessible
- Comprehensive vision that helps communities plan across multiple priorities
- Customizable menu of concrete actions, allowing communities to select initiatives that best fit their specific needs
- Statewide recognition of certified communities' accomplishments

### **Getting Started**

Please visit the Sustainable Maryland website, [www.sustainablemaryland.com](http://www.sustainablemaryland.com), to learn more about the program and how to begin the process of certification. The list of sustainability actions and implementation tools available for your community to consider adopting are provided and explained in detail on the website.

To initiate the certification process, municipalities need to adopt a resolution, ordinance, or proclamation or draft a formal letter stating intent to pursue Sustainable Maryland certification and then register on the website. After registration, municipalities are strongly encouraged to participate in Green Team Training. To achieve certification, municipalities will need to implement the necessary actions to qualify and submit the appropriate documents as evidence that satisfies the Sustainable Maryland requirements.

### **SPONSORS**



**MARYLAND  
MUNICIPAL  
LEAGUE**



**Town  
Creek  
Foundation**



## Actions for Sustainable Communities:

To become Sustainable Maryland Certified, municipalities must complete and document actions from the list below. To achieve certification, municipalities will need to complete actions worth a **total of 150 points**, including **two Mandatory Actions (M)** and **two of six Priority Actions (P)**, and submit the appropriate documents as evidence that the requirements have been satisfied.

| ACTION ITEM  | POINTS                                   |
|--|--|
| <b>COMMUNITY ACTION</b>                            |  |
| <b>Green Team</b>                                  |  |
| Participate in SMC Green Team Training             | 5  |
| Create a Green Team                                | 10 <b>M</b>                              |
| Complete a Green Team Action Plan                  | 10 <b>M</b>                              |
| Conduct Community Barriers and Benefits Assessment | 15                                       |
| Build SMC Resource Center                          | 5  |
| <b>Participation in MD Green Schools</b>           | 10                                       |
| <b>Innovative Demonstration Projects</b>           | 5 to 20                                  |
| <b>COMMUNITY-BASED FOOD SYSTEM</b>                 |  |
| <b>Local Food Consumption</b>                      |  |
| Local Food Fair                                    | 10                                       |
| Local Food Consumption & Preservation Classes      | 5 per class                              |
| Establish Local Farmers Market                     | 15                                       |
| Promote Local Farmers Market                       | 5  |
| <b>Local Food Production</b>                       |  |
| Community Gardens                                  | 15 <b>P</b>                              |
| Spring Transplant Sale                             | 10                                       |
| Fall Transplant Sale                               | 10                                       |
| <b>Establish CSA Drop-off Location</b>             | 10                                       |
| <b>Innovative Demonstration Projects</b>           | 5 to 20                                  |
| <b>ENERGY</b>                                      |  |
| <b>Municipal Energy Audits</b>                     | 10 (1st bldg), 5 (consec bldgs) <b>P</b> |
| <b>Residential Energy Efficiency</b>               | 5 to 20+                                 |
| <b>Wind Energy Project</b>                         | 10                                       |
| <b>Innovative Demonstration Projects</b>           | 5 to 20                                  |
| <b>GREENHOUSE GAS</b>                              |  |
| <b>Municipal Carbon Footprint (pre-requisite)</b>  | 15 <b>P</b>                              |
| <b>Community Carbon Footprint (pre-requisite)</b>  | 15                                       |
| <b>Climate Planning</b>                            |  |
| Climate Action Plan                                | 10 to 25+                                |
| Climate Change Adaptation Element                  | 5  |
| <b>Innovative Demonstration Projects</b>           | 5 to 20                                  |
| <b>HEALTH &amp; WELLNESS</b>                       |  |
| <b>Let's Move</b>                                  | 15                                       |
| <b>Workplace Wellness</b>                          |  |
| Join Healthiest Maryland Businesses                | 5  |
| Workplace Wellness Program                         | 5 to 15                                  |
| <b>Living Well Program</b>                         | 5 per class                              |
| <b>Innovative Demonstration Projects</b>           | 5 to 20                                  |
| <b>LOCAL ECONOMIES</b>                             |  |
| <b>Buy Local</b>                                   |  |
| Establish Local Business Directory                 | 10                                       |
| Promote Local Business Directory                   | 5  |
| Buy Local Campaign                                 | 15                                       |
| Local Business Roundtable                          | 5 per roundtable                         |
| Local Business Procurement Notices                 | 10                                       |
| Economic Analysis of Procurement Practices         | 15                                       |
| Local Purchasing Preference Policy                 | 10                                       |
| <b>Green Business Recognition</b>                  |  |
| Join Maryland Green Registry                       | 5  |
| Promote Maryland Green Registry                    | 5 points per 2 businesses                |

Please note: Sustainable Maryland Certified actions and points may be subject to change. Printed on 55% recycled & 30% post-consumer waste paper.

| ACTION ITEM   | POINTS      |
|---|-------------|
| <b>LOCAL ECONOMIES (CONTINUED)</b>  |             |
| Green Business Certification Program  | 15          |
| <b>Green Purchasing</b>   |             |
| Green Purchasing Policy (pre-requisite)   | 15 <b>P</b> |
| Evaluate Current Purchasing Practices (pre-requisite)                             | 10          |
| Vendor Preference Statement (pre-requisite)                                       | 10          |
| Purchase Recycled Products  | 10          |
| Purchase Environmentally Preferable Products                                      | 10          |
| Implement Waste Reduction Program   | 10          |
| <b>Innovative Demonstration Projects</b>  | 5 to 20     |
| <b>NATURAL RESOURCES</b>  |             |
| <b>Watershed Stewardship</b>  |             |
| Implement Watershed Stewardship/Pollution Prevention Outreach Program(s)          | 10          |
| Facilitate Engagement in Existing Watershed Stewardship Opportunities             | 5 per event |
| Provide Voluntary Opportunities for Citizen Engagement in Watershed Stewardship   | 10          |
| Provide Incentives for Watershed Stewardship on Private Lands                     | 15          |
| Create a Watershed Plan   | 20 <b>P</b> |
| <b>Stormwater Management</b>  |             |
| Stormwater Management Program   | 15 <b>P</b> |
| Stormwater Manager/Coordinator  | 15          |
| Stormwater Fee Structure  | 20          |
| <b>Septic Management</b>  |             |
| Septics System Assessment and Inventory   | 15          |
| Septics System Management Plan  | 20          |
| Dedicated Septic System Fund  | 20          |
| <b>Water Conservation</b>   |             |
| Develop a Water Conservation Plan   | 15          |
| Develop a Water Conservation Outreach Program                                     | 10          |
| <b>Tree City USA</b>  | 15          |
| <b>Pet Waste</b>  |             |
| Implement a Pet Waste Education Program   | 5           |
| Develop a Pet Waste Program   | 5           |
| Adopt a Pet Waste Ordinance   | 5           |
| <b>Innovative Demonstration Projects</b>  | 5 to 20     |
| <b>PLANNING AND LAND USE</b>  |             |
| <b>Participation in DHCD Sustainable Communities</b>                              | 20          |
| <b>Housing and the Comprehensive Plan</b>   | 10          |
| <b>Land Preservation</b>  |             |
| Conduct Easement Outreach that Encourages Inspection, Evaluation, and Stewardship | 15          |
| Build Easement Inventory  | 10          |
| <b>Innovative Demonstration Projects</b>  | 5 to 20     |

P denotes Priority Action M denotes Mandatory Action

To learn more visit

[www.sustainablemaryland.com](http://www.sustainablemaryland.com)



Environmental Finance Center  
www.efc.umd.edu



# Office of Community Development

## MEMO

---

**To: Tom Stevenson**

**From: Deborah Stam**

**Subject: Resolution to Accept the Donation of Construction Materials for Phase 1 of the Salisbury Skatepark from the Salisbury Skatepark Committee**

**Date: May 1, 2015**

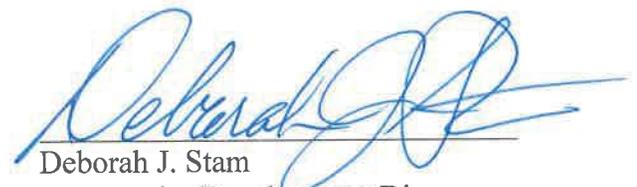
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As you are aware, the stormwater management and sediment & erosion control plans for the Salisbury Skatepark have now been completed and approved. The construction drawings for Phase 1 have been completed, and we are now working to schedule the pre-construction meeting. Construction of Phase 1 of the skatepark will begin soon.

Phase 1 of the Salisbury Skatepark has been funded through a grant from the Community Parks & Playgrounds Program in the amount of \$262,000. The City also received a 50/50 matching grant for Phase 1 from the Tony Hawk Foundation in the amount of \$5,000. Fundraising dollars received from the local community total \$12,000, which gives us a combined budget of \$279,000 for Phase 1 of the skatepark.

In order to leverage the available project funds to the greatest extent, the members of the Salisbury Skatepark Committee have been seeking additional donations for the project from local businesses in the form of materials that are needed for the construction of Phase 1 of the skatepark. Two local businesses – 84 Lumber and Rommel’s Ace Hardware – have pledged to donate various building materials to the Salisbury Skatepark Committee to be used in the construction of Phase 1. The Skatepark Committee wishes to have these donated materials formally accepted by the City so that they may be so utilized. Acceptance of these construction materials will enable the City to leverage the funds available, thereby expanding the amount of skating surface that can be created in Phase 1.

Attached is a Resolution accepting the donated construction materials for Phase 1 of the Salisbury Skatepark. Please forward these documents to the City Council so that this item may be placed on the agenda for the Council meeting on May 11, 2015.

  
Deborah J. Stam  
Community Development Director

Attachment  
CC: Julia Glanz  
Ginny Hussey  
Bobby Schaller

1 RESOLUTION NO. 2499

2  
3 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND ACCEPTING THE  
4 DONATION OF VARIOUS CONSTRUCTION MATERIALS FROM THE SALISBURY  
5 SKATEPARK COMMITTEE TO BE UTILIZED IN THE CONSTRUCTION OF THE  
6 SALISBURY SKATEPARK, IN ORDER TO REDUCE THE OVERALL MATERIALS COST  
7 AND LEVERAGE THE EXISTING AVAILABLE PROJECT FUNDING.  
8

9 WHEREAS, the funding available for Phase 1 of the Salisbury Skatepark has been  
10 obtained through grants from the Maryland Department of Natural Resources and the Tony  
11 Hawk Foundation, and funds donated by local community members; and  
12

13 WHEREAS, the members of the Salisbury Skatepark Committee have been seeking  
14 additional donations for the project from local businesses in the form of materials that are needed  
15 for the construction of Phase 1 of the skatepark; and  
16

17 WHEREAS, two local businesses – 84 Lumber and Rommel’s Ace Hardware – have  
18 pledged to donate various building materials to the Salisbury Skatepark Committee to be utilized  
19 in the construction of Phase 1 of the skatepark, and the Skatepark Committee wishes to have  
20 these donations formally accepted by the City so that they may be so utilized; and  
21

22 WHEREAS, the acceptance of these construction materials will enable the City to  
23 leverage the funds available for the project, which will expand the amount of skating surface that  
24 can be created in Phase 1; and  
25

26 WHEREAS, the City’s gift policy requires that such gifts can only be accepted with the  
27 approval of City Council.  
28

29 NOW, THEREFORE IT BE RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
30 SALISBURY, MARYLAND that the following donated materials be accepted from the  
31 Salisbury Skatepark Committee and utilized in the construction of the Salisbury Skatepark:  
32

| <u>Type of Material</u>       | <u>Amount</u>    | <u>Dollar Value</u> |
|-------------------------------|------------------|---------------------|
| Lumber – 2x4x16’              | 200 pieces       | \$1,200             |
| Plywood – 4x8’ - 3/4” thick   | 20 pieces        | \$600               |
| 3” Coarse Dry Wall Screws     | 2 - 30 lb. boxes | \$120               |
| 1 5/8” Coarse Dry Wall Screws | 1 - 30 lb. box   | \$65                |
| Plastic Sheeting              | 1 box            | \$85                |
| Geotextile Fabric             | 1 roll           | \$10                |
|                               | Total Value      | <u>\$2,080</u>      |

41  
42 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the  
43 Council of the City of Salisbury, Maryland held on the 11<sup>th</sup> day of May 2015, and is to become  
44 effective immediately upon adoption.  
45  
46

47 ATTEST:

48

49

50

51 \_\_\_\_\_  
Kimberly R. Nichols

52 CITY CLERK

53

54

55 APPROVED BY ME THIS

56

57 \_\_\_\_\_ day of May, 2015.

58

59

60

61

62 \_\_\_\_\_  
James Ireton, Jr.

63 MAYOR

64

\_\_\_\_\_  
Laura Mitchell

COUNCIL VICE PRESIDENT

## Office of Community Development

### MEMO

---

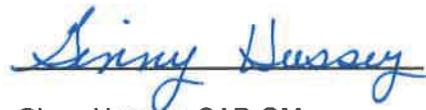
To: Tom Stevenson  
From: Ginny Hussey, CAP-OM  
Subject: Resolution Accepting Program Open Space Funds for the Port of Salisbury  
Date: May 1, 2015

---

Attached is a copy of the letter from the Maryland Department of Natural Resources (DNR) informing us that our Program Open Space (POS) grant application for the Port of Salisbury – Construct an 80' x 50' Boat House has been approved by the State Board of Public Works.

Through this grant award the Port of Salisbury project receives \$90,000. This grant will provide the funding necessary to construct an 80' x 50' boat house which will provide secure storage for expensive racing shells and public storage for personal kayaks. The boat house will be constructed adjacent to a new floating dock and kayak launching platform.

Attached is a Resolution accepting these grant funds which have been awarded to the City of Salisbury. Please forward this Resolution to the City Council so that it may be placed on their agenda for the meeting on May 11, 2015.



Ginny Hussey, CAP-OM

Administrative Support Technician

Community Development

Attachments

1  
2 **RESOLUTION NO. 2500**  
3  
4

5 A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND  
6 ACCEPTING FUNDS AWARDED THROUGH A GRANT FROM PROGRAM OPEN SPACE  
7 FOR A BOAT HOUSE AT THE PORT OF SALISBURY.  
8

9 WHEREAS, the Council of the City of Salisbury recognizes the important role that our local  
10 parks, playgrounds and recreational areas play in maintaining a healthy, pleasant, attractive  
11 environment for the enjoyment of our local residents, and;  
12

13 WHEREAS, the Council wishes to rehabilitate, improve and expand the parks, playgrounds  
14 and recreational areas within the City of Salisbury in order to improve the quality of life for all  
15 citizens, and;  
16

17 WHEREAS, the Department of Natural Resources has awarded a Program Open Space grant  
18 to the City for a recreational project in the following amount:  
19

20 Port of Salisbury –  
21 Construction of an 80’ x 50’ Boat House (POS #6323-22-222) .....\$90,000  
22

23 NOW, THEREFORE, BE IT RESOLVED THAT, on this 11 day of May 2015, that the  
24 Council of the City of Salisbury, Maryland, does hereby accept the funds awarded through the  
25 Program Open Space for the project as funded and in the amount outlined above.  
26

27 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of  
28 the City of Salisbury, Maryland held on May 11, 2014, and is to become effective immediately.  
29  
30  
31

32 \_\_\_\_\_  
33 Kimberly R. Nichols  
34 CITY CLERK  
35

\_\_\_\_\_   
Laura Mitchell  
COUNCIL VICE PRESIDENT

36  
37 APPROVED BY ME THIS

38  
39 \_\_\_\_\_ Day of May, 2015  
40  
41

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



*Larry Hogan, Governor*  
*Boyd K. Rutherford, Lt. Governor*  
*Mark J. Belton, Secretary*  
*Frank W. Dawson, III, Deputy Secretary*

April 20, 2015

The Honorable James P. Ireton, Jr.  
Mayor  
City of Salisbury  
125 North Division Street  
Salisbury, Maryland 20801

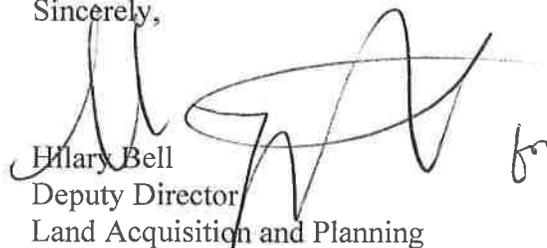
Dear Mayor Ireton:

It gives me great pleasure to inform you that the Board of Public Works has approved your request for Program Open Space funds regarding **Port of Salisbury Boat House in Wicomico County**. A copy of the agenda item is enclosed for your reference.

You may proceed with this project at your earliest opportunity. When the project commences, please have your staff contact the Program Open Space representative with whom they have been working so that arrangements can be made to coordinate reimbursement.

Thank you for your interest in improving the quality of our parks and recreation for the citizens of Maryland. It is a pleasure to be able to provide these funds and to assist you with this important public outdoor recreation project. If I may be of further assistance on this or any other Program Open Space matter, please do not hesitate to contact me at (410) 260-8450.

Sincerely,

  
Hilary Bell  
Deputy Director  
Land Acquisition and Planning

HB:mls  
Enclosure

cc: Deborah Stam  
Andrew Wisk

SUPPLEMENT A  
DEPARTMENT OF NATURAL RESOURCES REAL PROPERTY  
ACTION AGENDA

April 15, 2015

ITEM 4A  
PROGRAM OPEN SPACE LOCAL SHARE

Contact: Emily Wilson  
emilyh.wilson@maryland.gov  
(410) 260-8436

**Recommendation:** Approval to commit \$90,000 for the following **development** project.

*Port of Salisbury Boat House - \$90,000*  
*City of Salisbury, Wicomico County*  
*POS #6323-22-222*  
*MD20150220-0115*

**Background:** Construct an 80' x 50' boat house at the Salisbury Marina to provide secure storage for racing shells and personal kayaks.

**Fund Source:**

Maryland Consolidated Capital Bond Loan of 2014, Chapter 463, Acts of 2014  
Program Open Space – Local, Prior Funds Replacement  
Source Code: 14089 Item 089 \$90,000

---

BOARD OF PUBLIC WORKS

THIS ITEM WAS:

APPROVED

DISAPPROVED

DEFERRED

WITHDRAWN

WITH DISCUSSION

WITHOUT DISCUSSION

# Office of Community Development

## MEMO

---

**To: Tom Stevenson**

**From: Deborah Stam**

**Subject: Resolution to Accept the Donation of the Real Property Located at 806 North Division Street, Salisbury, Maryland 21801 from Wells Fargo Bank, N.A.**

**Date: April 9, 2015**

---

As you are aware, a few months ago we were contacted by one of the Donation Asset Managers for Wells Fargo, Premiere Asset Services. These Asset Managers coordinate the donation of Wells Fargo Bank REO properties to non-profit organizations and municipalities.

We were advised that Wells Fargo Bank had recently obtained the property located at 806 North Division Street, Salisbury, through foreclosure, and that this property was eligible for donation. We were further advised that if we were interested in this opportunity, Wells Fargo Bank would provide marketable title on the donated property, and they would pay all the closing costs including the title insurance policy, taxes through the day of closing, and any utilities due through the day of closing.

After some discussion, and a site visit to view the exterior of the house, Wells Fargo also offered to provide a \$10,000 Seller Concession to the City of Salisbury upon closing. These funds can be used as we see fit – either to maintain the property until it can be rehabilitated for resale, or, if it is determined that the property is not worth rehabilitating, we can use these funds to demolish the unit and clear the lot for new construction.

Attached is a copy of the Donation Agreement sent to us from Wells Fargo Bank, N.A. for 806 North Division Street. This agreement has been reviewed and approved by the City Attorney.

Also attached is a Resolution accepting the donation of the property from Wells Fargo Bank. Please forward these documents to the City Council so that this item may be placed on their agenda for the work session meeting on April 20<sup>th</sup>. If the Council approves this item to move forward at the work session, we would like to schedule passage of the Resolution for the legislative meeting on May 11, 2015.

  
Deborah J. Stam  
Community Development Director

Attachments

CC: Julia Glanz  
Ginny Hussey  
Susan Phillips

## **DONATION AGREEMENT**

This is a Donation Agreement (the "Donation Agreement") for certain real property located at **806 N DIVISION ST, SALISBURY, MD 21801** ("Property"), dated and effective as of this 10TH day of MARCH, 2015, between **Wells Fargo Bank, N.A.**, a national banking association ("Donor") and **CITY OF SALISBURY, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND**, a ("Donee").

### **RECITALS**

This Donation Agreement is made and entered into on the basis of the following facts and understandings of the parties hereto:

- A. Donor acquired the Property identified on Exhibit A through the foreclosure process.
- B. Donor did not originally construct any of the improvements forming part of the Property. Donor has not occupied the Property for its own use.
- C. Due to Donor's lack of familiarity with the Property, Donor is unwilling to make any representations or warranties whatsoever regarding the Property and Donor is only willing to grant Donee the Property on an "**as is, where is**" and "**with all faults**" basis.
- D. Donee has been given a full and complete opportunity to conduct its own investigation as to any matter, fact or issue that might influence Donee's decision to accept the Property from Donor. Accordingly, Donee is willing to accept the Property from Donor without any representations or warranties whatsoever regarding the Property and on an "**as is, where is**" and "**with all faults**" basis.

### **AGREEMENT**

#### **1. DONATION.**

- 1.1 **Closing Costs.** Donor shall pay all costs associated with the transfer of the Property, including but not limited to attorney's fees, agents fees and recording costs ("Closing Costs").
- 1.2 **Transfer.** Donor agrees to donate the Property to Donee and Donee agrees to accept the Property from Donor on the terms and conditions set forth herein. In consideration of Donor's transfer of the Property to Donee, Donee shall perform all of Donee's obligations hereunder including but not limited to the release set forth in Section 2.2 of this Donation Agreement.
- 1.3 **Title.** Title shall be transferred on the Closing Date via a quit claim deed or its equivalent.

- 1.4 **Further Assurances.** Donee and Donor agree to execute all instruments and documents and to take all actions reasonably necessary and appropriate to consummate the transfer and donation of the Property and shall use their best efforts to close in a timely manner.

2. **ACKNOWLEDGMENTS, AND RELEASE.**

- 2.1 **DONEE'S ACKNOWLEDGMENTS.** DONEE ACKNOWLEDGES THAT DONEE IS ACCEPTING THE PROPERTY SOLELY IN RELIANCE ON DONEE'S OWN INVESTIGATION, AND THE PROPERTY IS IN "AS IS, WHERE IS" CONDITION WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE. DONEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENT OF DONOR HEREIN, AND EXCEPT AS OTHERWISE SPECIFIED HEREIN, DONOR MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO THE PROPERTY OR ANY MATTER RELATED THERETO, OR (WITHOUT LIMITATION) TO ANY OF THE FOLLOWING MATTERS:

- (a) Soils, Etc. Soils, seismic, hydrological, geological and topographical conditions and configurations.
- (b) Artifacts. Archeological, prehistoric and historic artifacts, remains and relics.
- (c) Endangered Species. Endangered plant, animal and insect species.
- (d) Hazardous Materials. Hazardous Materials and other environmental conditions, including without limitation, lead-based paint, asbestos and mold.
- (e) Physical Defects. Physical and mechanical defects in or on any Property, including without limitation, the plumbing, heating, air conditioning and electrical systems and the roof, floor, ceilings, walls and other internal structural components of any buildings or improvements.
- (f) Land and Floor Area. The area of the land and the square footage contained in any buildings or improvements.
- (g) Utilities, Schools, Etc. Availability of adequate utilities, water, schools, public access, and fire and police protection.
- (h) Assessment Districts. The status and nature of any assessment districts and the amount of any assessment liability.

- (i) Planning and Zoning. Present, past or future conformity of any Property with planning, building, zoning, subdivision and development statutes, ordinances, regulations and permits, the general plan and the specific plan.
- (j) Development Fees. The character and amount of any fee, charge or other consideration which must be paid by Donee to develop any Property.
- (k) Title. The condition of title to any Property, including but not limited to the existence of any easement, license or encroachment whether or not a matter of public record, and whether or not visible upon inspection of such Property.
- (l) Taxes. The status of any general or special real property taxes or assessments or personal property taxes or any other taxes and assessments applicable to the Property.
- (m) Owner's Association. The financial condition of any owner's association, including, without limitation, the adequacy of any reserves held by any owner's association.
- (n) Other Matters. Any other matter relating to any Property or to the development or operation of any Property, including, but not limited to, value, feasibility, cost, governmental permissions or entitlements, marketability and investment return.

## 2.2 RELEASE.

- (a) **RELEASE. DONEE FULLY RELEASES AND DISCHARGES DONOR FROM AND RELINQUISHES ALL RIGHTS, CLAIMS AND ACTIONS THAT DONEE MAY HAVE OR ACQUIRE AGAINST DONOR WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION (A) ANY MATTER SET FORTH IN SECTION 2.1 ABOVE, (B) THE PRESENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT ANY PROPERTY (INCLUDING BUT NOT LIMITED TO ANY UNDISCOVERED HAZARDOUS MATERIALS LOCATED BENEATH THE SURFACE OF THE PROPERTY) AND (C) VIOLATIONS OF ANY HAZARDOUS MATERIALS LAWS PERTAINING TO THE PROPERTY OR THE ACTIVITIES THEREON. THIS RELEASE APPLIES TO ALL DESCRIBED RIGHTS, CLAIMS AND ACTIONS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, PRESENT OR FUTURE.**

(b) **MEANING.** FOR PURPOSES OF THIS SECTION 2.2, ALL REFERENCES TO "DONOR" SHALL INCLUDE: (A) DONOR'S PARENT, SUBSIDIARY AND AFFILIATE CORPORATIONS, (B) DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS, AND (C) THE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES AND ASSIGNS OF DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS.

(c) **EFFECTIVENESS.** THE PROVISIONS OF THIS SECTION 2 SHALL BE EFFECTIVE AS OF THE CLOSING DATE AND SHALL SURVIVE THE CLOSING DATE OR TERMINATION OF THIS DONATION AGREEMENT.

3. **CLOSING DATE.** IF THE CLOSING DATE DOES NOT TIMELY OCCUR DUE TO THE DEFAULT OF DONEE, (A) DONEE SHALL HAVE NO FURTHER RIGHT TO RECEIVE THE PROPERTY AND (B) DONOR SHALL BE FREE TO DISPOSE OF THE PROPERTY IN ANY WAY IT SEES FIT.

4. **GENERAL PROVISIONS**

4.1 **Successors and Assigns.** This Donation Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. Notwithstanding the foregoing, Donee may not transfer, assign or encumber Donee's rights under this Donation Agreement without Donor's prior written approval.

4.2 **Entire Agreement.** This Donation Agreement contains the entire agreement between the parties concerning the Donation and sale of the property, and supersedes all prior written or oral agreements between the parties to this Donation Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both Donor and Donee.

4.3 **Time of Essence.** Donor and Donee hereby acknowledge and agree that time is strictly of the essence with respect to each term and condition of this Donation Agreement and that the failure to timely perform any of the terms and conditions by either party shall constitute a breach and default under this Donation Agreement by the party failing to so perform.

4.4 **Partial Invalidity.** If any portion of this Donation Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Donation Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Donation Agreement.

- 4.5 **Governing Law.** The parties intend and agree that this Donation Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.
- 4.6 **No Third Parties Benefits.** No person other than Donor and Donee, and their permitted successors and assigns, shall have any right of action under this Donation Agreement.
- 4.7 **Waivers.** No waiver by either party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either party of the same or any other provision.
- 4.8 **Captions.** The captions and Section numbers of this Donation Agreement are for convenience and in no way define or limit the scope or intent of the Sections of this Donation Agreement.
- 4.9 **Counterparts.** To facilitate execution, this Donation Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.
- 4.10 **No Presumption.** All the parties hereto and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Donation Agreement and all documents attached as exhibits. Accordingly, such documents shall be construed without regard to any presumption or other rule of construction whereby any ambiguities within this Donation Agreement would be construed or interpreted against the party causing the document to be drafted.
- 4.11 **Notices.** Any notices or other communication required or permitted under this Donation Agreement shall be in writing, and shall be (a) personally delivered, or (b) sent by certified or registered United States mail, postage prepaid, return receipt requested, or (c) by overnight delivery by a reputable courier to the address of the party set forth in this Section or (d) telecopied to the Fax number of the party set forth in this Section. Such notice or communication shall be deemed given (i) if sent by personal delivery or by overnight courier, when delivered in person, (ii) if sent by telecopier, when evidence of successful transmission by telecopier has been received by sender or, (iii) in the case of mailed notice, forty-eight (48) hours following deposit in the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section.

If to the Donee: **CITY OF SALISBURY, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND**

Office of the Mayor - 125 North Division Street  
Salisbury, Maryland 21801

If to the Donor:

Wells Fargo Bank, N.A.  
1 Home Campus  
Des Moines, Iowa 50328-0001  
Attention: Amy Schnell, MAC# X2301-049

With a copy to:

Wells Fargo Bank, N.A.  
800 Walnut Street  
Des Moines, Iowa 50309  
Attention: Assistant General Counsel, MAC N0001-11B

- 4.12 **Joint and Several.** If more than one person or entity has executed this Donation Agreement as Donee, the obligations of all such persons or entities hereunder shall be joint and several.

[Signatures on the next page]

***DONEE:***

**CITY OF SALISBURY, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND**

Signature: \_\_\_\_\_

Print Name: James Ireton, Jr.

Title: Mayor

***DONOR:***

**WELLS FARGO BANK, N.A.**

Signature: \_\_\_\_\_

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

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

**EXHIBIT "A"**

**PROPERTY ADDRESS**

806 N DIVISION ST  
SALISBURY, MD 21801

**LEGAL DESCRIPTION**

ALL THAT LOT OR PARCEL OF LAND SITUATE AND LYING IN THE CITY OF SALISBURY, SALISBURY ELECTION DISTRICT, WICOMICO COUNTY, STATE OF MARYLAND, ON THE WESTERLY SIDE OF AND BINDING UPON NORTH DIVISION STREET AND BEGINNING FOR THE SAME AT A POINT ON THE WESTERLY SIDE OF SAID NORTH DIVISION STREET A DISTANCE OF 79 FEET SOUTH 44 DEGREES 35 MINUTES WEST FROM THE INTERSECTION OF THE WESTERLY LINE OF SAID NORTH DIVISION STREET WITH THE SOUTHERLY LINE OF NEW YORK AVENUE,  
THENCE  
(1) BY AND WITH THE LAND NOW OR FORMERLY OF BENJAMIN TURNER, NORTH 45 DEGREES 30 MINUTES WEST A DISTANCE OF 133.6 FEET TO A CEMENT POST SETTLED IN THE GROUND; THENCE  
(2) SOUTH 44 DEGREES 10 MINUTES WEST, A DISTANCE OF 45 FEET TO A CEMENT POST; THENCE  
(3) BY AND WITH THE LAND NOW OR FORMERLY OF ANNI  
(4) E MORGAN, SOUTH 45 DEGREES 05 MINUTES EAST, A DISTANCE OF 133.15 FEET TO THE WESTERLY SIDE OF SAID NORTH DIVISION STREET AT A CEMENT POST; THENCE BY AND WITH THE SAID NORTH DIVISION STREET, NORTH 44 DEGREES 35 MINUTES EAST, A DISTANCE OF 46 FEET TO THE PLACE OF BEGINNING;  
BEING SHOWN AND DESIGNATED ON PLAT ENTITLED CLEM F. AND MARION C. WILSON, MADE BY RICHARD W. COOPER, DATED SEPTEMBER 24, 1952, AND RECORDED AMONG THE LAND RECORDS FOR WICOMICO COUNTY, MARYLAND, IN LIBER J.W.T.S. NO. 333, FOLIO 35.  
Tax ID: 09-039317

ADDENDUM TO DONATION AGREEMENT

PROPERTY ADDRESS: 806 N DIVISION ST, SALISBURY, MD 21801

DATE OF DONATION AGREEMENT MARCH 10, 2015

DONEE CITY OF SALISBURY, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND

DONOR WELLS FARGO BANK, N.A

Closing date to be extended to on or before \_\_\_\_\_

Adjusted sales price to be \_\_\_\_\_

Other: **DONEE TO RECEIVE \$10,000.00 SELLER CONCESSION FROM DONOR UPON CLOSING. DONOR WILL PAY ALL UTILITY BILLS UP TO THE DAY OF CLOSING. DONOR WILL PAY TAXES CURRENT TO THE DAY OF CLOSING. Donor will provide to Donee evidence of marketable and insurable title to the Property in the form of an owner's title insurance policy and shall pay for any premiums related thereto at the time of Closing. Donor and Donee hereby agree that Donor's delivery of such title insurance policy, which shall be acceptable to Donee in its absolute discretion, is a condition and contingency to Donee's obligation to accept the Property under this Donation Agreement.**

DONOR:  
WELLS FARGO BANK, N.A

DONEE:  
CITY OF SALISBURY, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: James Ireton, Jr., Mayor

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

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

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RESOLUTION NO. 2501

A RESOLUTION OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR OR THE CITY ADMINISTRATOR TO SIGN THE DONATION AGREEMENT TO ACCEPT THE DONATION OF THE REAL PROPERTY LOCATED AT 806 NORTH DIVISION STREET, SALISBURY, MARYLAND 21801, FROM WELLS FARGO BANK, N.A.

WHEREAS, the City of Salisbury is interested in obtaining foreclosed and/or abandoned properties which create a blighting influence on our neighborhoods, so that said properties may be either rehabilitated for resale, or demolished to make way for new construction; and

WHEREAS, Wells Fargo Bank, N.A., acquired the property located at 806 North Division Street, Salisbury, Maryland 21801, through the process of foreclosure; and

WHEREAS, Wells Fargo Bank, N.A. has offered to donate the property at 806 North Division Street to the City of Salisbury; and

WHEREAS, Wells Fargo Bank has agreed to pay all closing costs associated with the transfer of the property, including but not limited to attorney's fees, agents fees, and recording costs; and

WHEREAS, Wells Fargo Bank has agreed to pay all utility bills that are due and all taxes that are due on the property up to the date of closing; and

WHEREAS, Wells Fargo Bank has also agreed to provide a \$10,000 Seller Concession to the City of Salisbury upon closing.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Salisbury, Maryland does hereby authorize the Mayor or the City Administrator to sign the Donation Agreement to accept the donation of the real property located at 806 North Division Street, Salisbury, Maryland 21801 from Wells Fargo Bank, N.A.

THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 11th day of May, 2015 and is to become effective immediately upon adoption.

ATTEST:

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

\_\_\_\_\_  
Laura Mitchell  
VICE PRESIDENT, City Council

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

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



47 ATTEST:

48

49

50

51

52 \_\_\_\_\_  
53 Kimberly Nichols  
54 City Clerk

\_\_\_\_\_  
Laura Mitchell  
Vice President, City Council

54

55

56 Approved this \_\_\_\_<sup>th</sup> day

57

58 of \_\_\_\_\_ 2015.

59

60

61

62 \_\_\_\_\_  
63 James Ireton, Jr.  
64 Mayor, City of Salisbury

64

65

1 **ORDINANCE NO. 2329**

2  
3 AN ORDINANCE OF THE CITY OF SALISBURY TO DESIGNATE A NO PARKING ZONE ON  
4 PINEHURST AVENUE BETWEEN SMITH STREET AND LORECROP AVENUE AND A  
5 RESTRICTED PARKING ZONE ON PINEHURST AVENUE BETWEEN CAMDEN AVENUE AND  
6 SMITH STREET.

7  
8 WHEREAS, the Traffic and Safety Advisory Committee analyzed the flow of traffic and the road width  
9 of Pinehurst Avenue; and

10  
11 WHEREAS, the Committee found that Pinehurst Avenue is 25 feet wide and consists of two (2) eight and  
12 a half foot wide travel lanes and one (1) eight 8 foot wide parking lane; and

13  
14 WHEREAS, the typical City street provides for eleven foot travel lanes and nine foot parking lanes; and

15  
16 WHEREAS, vehicular parking on Pinehurst Avenue between Camden Avenue and Lorecrop Avenue  
17 could create a potentially unsafe condition for vehicles in the travel lanes; and

18  
19 WHEREAS, the Committee recommends eliminating parking on Pinehurst Avenue between Smith Street  
20 and Lorecrop Avenue to allow for an adequate width for two travel lanes; and

21  
22 WHEREAS, the no parking zone on Pinehurst Avenue between Smith Street and Lorecrop Avenue  
23 should be in effect at all times of the day and on both sides of the road; and

24  
25 WHEREAS, the Committee recommends restricting the timing of parking on Pinehurst Avenue between  
26 Camden Avenue and Smith Street to disallow parking Monday through Friday between 8:30 am to 7:30  
27 pm except by permit; and

28  
29 WHEREAS, the Director of Public Works provided the City Council with a recommendation of the  
30 proposed parking modifications at the City Council Work Session held on the 17th day of November,  
31 2014 and the 6th day of April, 2015.

32  
33 NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY,  
34 MARYLAND to designate a no parking zone on Pinehurst Avenue between Smith Street and Lorecrop  
35 Avenue, and a restricted parking zone on Pinehurst Avenue between Camden Avenue and Smith Street to  
36 disallow parking Monday Through Friday between 8:30 am to 7:30 pm except by permit.

37  
38 BE IT FURTHER ORDAINED that this ordinance shall take effect immediately upon passage.

39  
40 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on  
41 the 27 day of April, 2015, and thereafter, a statement of the substance of the Ordinance having been  
42 published as required by law, was finally passed by the Council on the \_\_\_\_ day of \_\_\_\_\_, 2015.

43  
44 ATTEST

45  
46 \_\_\_\_\_  
47 Kimberly R. Nichols, City Clerk

48 \_\_\_\_\_  
49 Laura Mitchell, Vice President  
50 Salisbury City Council

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

52  
53  
54

---

James Ireton, Jr. Mayor

**ORDINANCE 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 27 day of April, 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

\_\_\_\_\_  
Laura Mitchell, Vice President  
Salisbury City Council

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

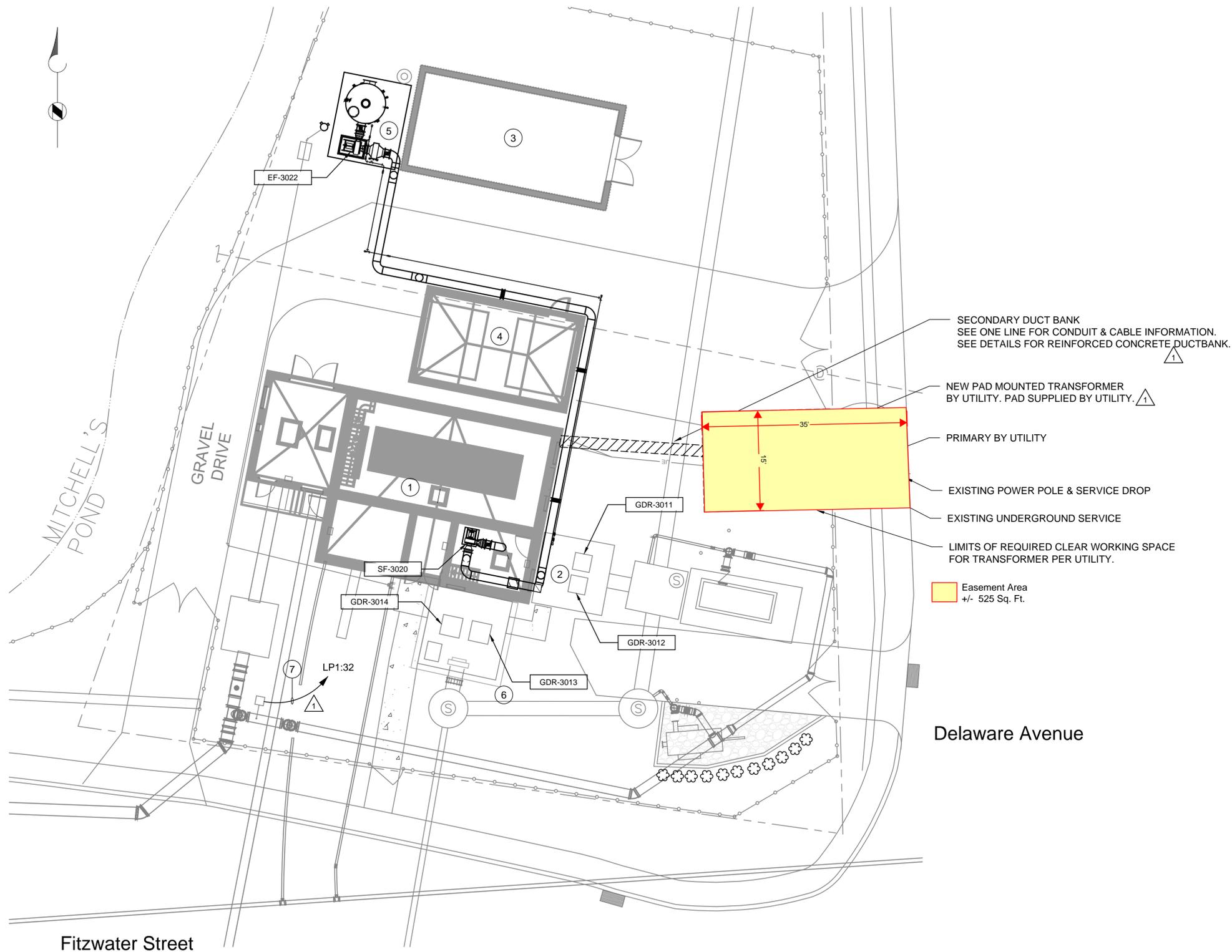
\_\_\_\_\_  
James Ireton, Jr. Mayor

**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: \\BCHAF\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



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.: 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

AREA INTENTIONALLY LEFT BLANK

WITNESS our hands and seals the day and year aforesaid.

**THE CITY OF SALISBURY**

**WITNESS:**

\_\_\_\_\_

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

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

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

**STATE OF COMMONWEALTH OF**

)

**COUNTY OF**

) **SS**

)

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: \_\_\_\_\_



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

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**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.
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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: \_\_\_\_\_



42 **6.06.050 Beekeeper registration**

43 **6.06.060 Hives**

44 **6.06.070 Violations**

45

46 **6.06.010 Definitions.**

47

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

49

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

51

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

53

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

56

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

58

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

61

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

64

65 **6.06.020 Purpose.**

66

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

69

70 **6.06.030 Certain conduct unlawful.**

71

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

75

76 **6.06.040 Hives on residential lots.**

77

78 A. As provided in this chapter, and notwithstanding any contrary provision in Title 17 of this  
79 code, an apiary, consisting of not more than three (3) hives or an equivalent capacity, may be  
80 maintained in a side or rear yard of any residential lot. On a residential lot which is one-half  
81 (0.5) acre or larger, the number of hives located on the lot may be increased to five (5).

82

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

85

86 **6.06.050 Beekeeper registration.**

87  
88 Each beekeeper shall be registered with the Maryland Department of Agriculture as provided in  
89 the Utah Bee Inspection Act set forth in Title 15, Subtitle 07 of the Maryland Annotated Code, as  
90 amended.

91  
92 **6.06.060 Hives.**

- 93
- 94 A. Honeybee colonies shall be kept in hives which shall be kept in sound and usable condition.
- 95
- 96 B. Hives shall be placed at least ten (10) feet from any property line and six (6) inches above the  
97 ground, as measured from the ground to the lowest portion of the hive; provided, however,  
98 that this requirement may be waived in writing by the adjoining property owner.
- 99
- 100 C. Hives shall be operated and maintained as provided in the Title 15, Subtitle 07: Apiary  
101 Inspection, of the Maryland Annotated Code.
- 102
- 103 D. Each hive shall be conspicuously marked with the owner's name, address, telephone number,  
104 and state registration number.

105  
106 **6.06.070 Violations.**

107  
108 A violation of this chapter may be remedied as provided in Sections 6.04.280 and 6.04.290 of this  
109 title. When a violation of this chapter is committed, and provided it is not charged in conjunction with  
110 another criminal offense and does not constitute a fourth or succeeding notice of violation within a  
111 twenty-four (24) month period, an authorized agent of the City shall issue a civil notice of violation to  
112 such violator in lieu of a misdemeanor citation.

113  
114 BE IT FURTHER ORDAINED that this ordinance shall take effect immediately upon adoption.

115  
116 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on  
117 the 27 day of April, 2015, and thereafter, a statement of the substance of the Ordinance having been  
118 published as required by law, was finally passed by the Council on the \_\_\_ day of \_\_\_\_\_, 2015.

119  
120 ATTEST:

121  
122 \_\_\_\_\_  
123 Kimberly R. Nichols, City Clerk

122 \_\_\_\_\_  
123 Laura Mitchell, City Vice Council President

124  
125  
126 Approved by me this \_\_\_ day of \_\_\_\_\_, 2015

127  
128 \_\_\_\_\_  
129 James Ireton, Jr. Mayor