



MARYLAND

**SALISBURY CITY COUNCIL
WORK SESSION AGENDA**

**APRIL 20, 2015
COUNCIL CHAMBERS
GOVERNMENT OFFICE BUILDING**

- 1:30 p.m. CLOSED SESSION in accordance with Annotated Code of MD §10-508(a)(14)
- 2:00 p.m. Malone/Snow Hill Rd. Annexation – William Holland/Chris Jakubiak
- 2:30 p.m. Election 2015 – Redistricting (Court Update) – Mark Tilghman
- 2:40 p.m. Noise Ordinance – William Holland
- 3:00 p.m. Non-Conforming Use Registry – Susan Phillips/Mark Tilghman
- 3:30 p.m. PAC14 Audit Requirements – Mark Tilghman
- 3:45 p.m. Wells Fargo donation of 806 N. Division St. – Ginny Hussey
- 4:00 p.m. Update – Feldman’s Right-of-Way Agreement – Jack Lenox
- 4:15 p.m. Green Team – Mike Moulds
- 4:30 p.m. Police Officers Body Cameras Lease Option presentation - Council Discussion/Chief
Barbara Duncan
- 5:00 p.m. Council discussion
- 5:15 p.m. Adjournment

*Times shown are approximate. Council reserves the right to adjust the agenda as circumstances warrant.
The Council reserves the right to convene in Closed Session as permitted under the Annotated Code of Maryland 10-508(a).*

Memorandum

To: Tom Stevenson, City Administrator
From: William T. Holland
Date: 4/15/2015
Re: City Council Work Session Introduction of the Proposed Malone Annexation

The Department of Building, Permitting & Inspections requests the Malone Annexation be placed on the City Council work session scheduled for Monday, April 6th. As part of the presentation, the City Council will be provided information related to this request, including, but not limited to the following:

- Purpose of the request;
- Consistency with applicable plans and policies;
- Overview of next steps; and
- Obtain consent of the Council to proceed with the annexation request.

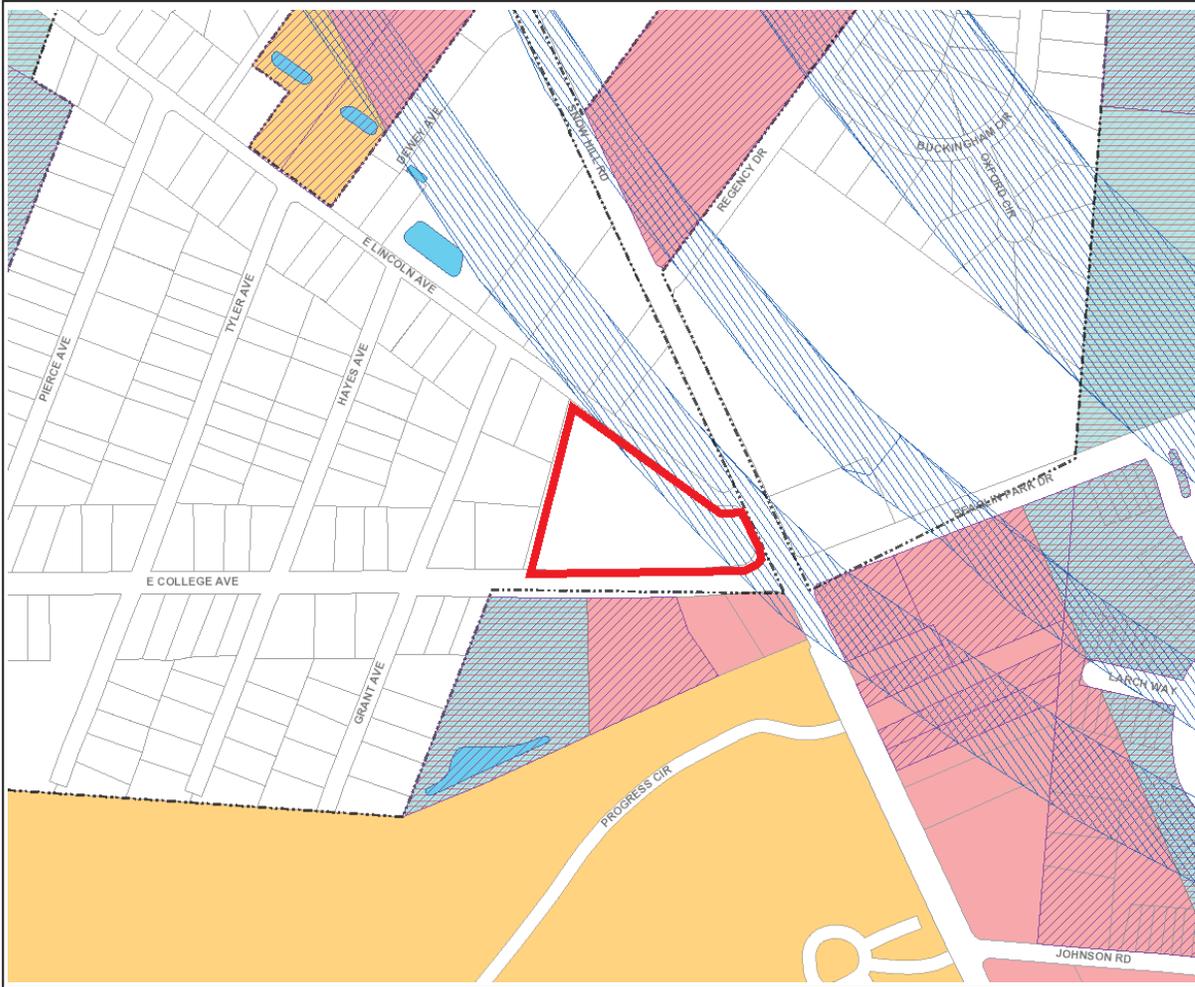
Consistent with the City's 2006 Annexation Policies and Procedures, the applicant has signed the Petition for Annexation. Moreover, the annexation petitioner has paid the required annexation fee, which is based on the total acreage of the site.

The 2.71 acre site is located at the northwest quadrant of Snow Hill Rd. and E. College Ave. This request includes a concept development plan which consists of a 4,750 sq ft fast food restaurant and a 9,100 sq ft commercial/retail structure.

Attached, please find the signed annexation petition along with the current Wicomico County Zoning Map, City of Salisbury Zoning Map, and an aerial map of the location.

Staff is available to answer questions about this request.

CITY OF SALISBURY



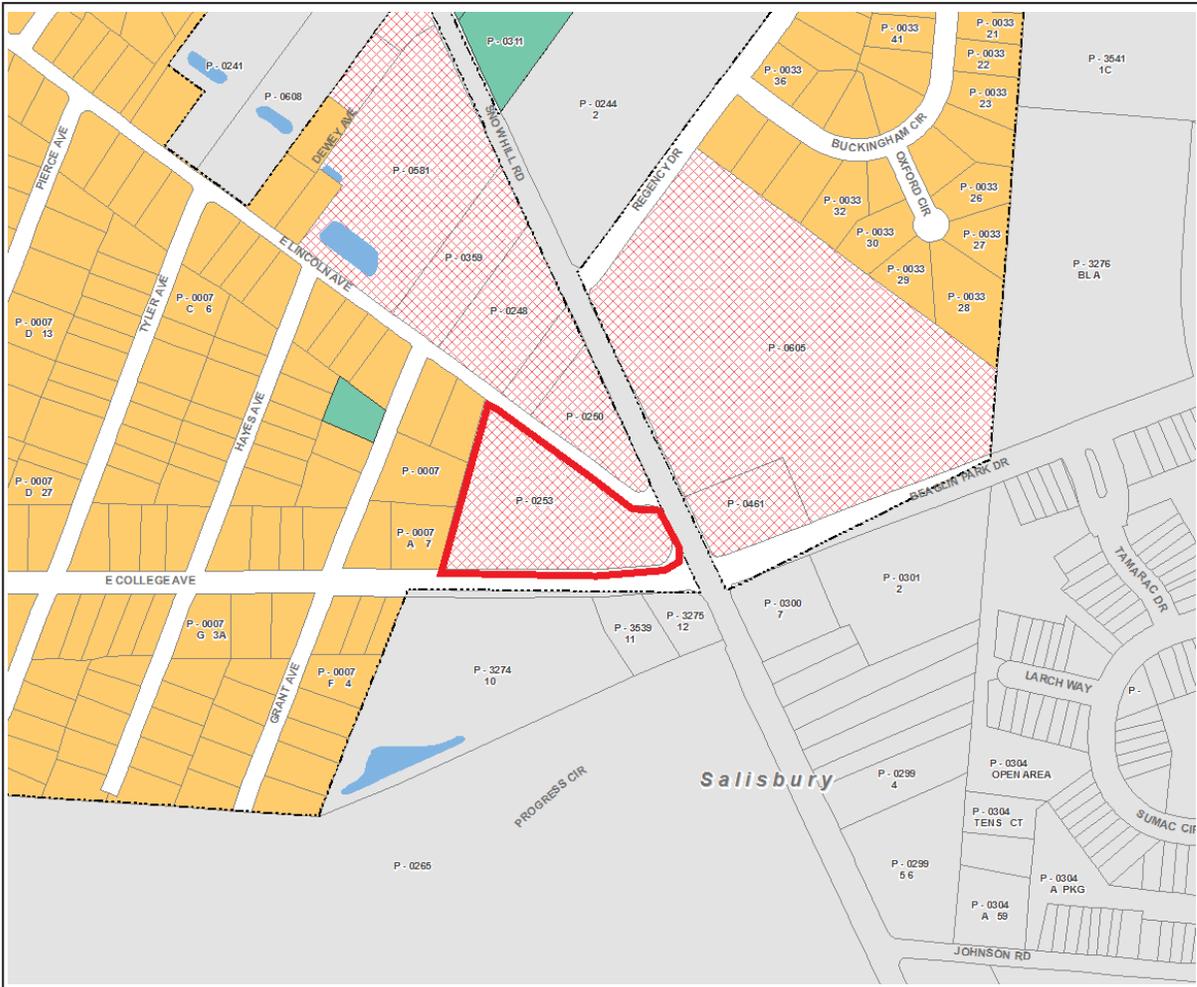
Salisbury Zoning

- Paleochannel
- Wellhead Protection Area
- Streams
- Water Bodies
- Street Numbers
- Salisbury BZA Cases
- Municipal Areas
- CAD
 - Delmar
 - Frutland
 - Hebron
 - Mardela
 - Pittsville
 - Salisbury
 - Sharpstown
 - Willards
- Railroads
- Parcels
- Critical Area
- Historic Districts
 - Camden Historic District
 - Downtown Historic District
 - Newtown Historic District
- Salisbury Zoning
 - CITY_ZON
 - College & University
 - Conservation
 - CBD
 - LBI
 - General Commercial
 - Reg Comm
 - MUNR
 - Select Commercial
 - Hospital
 - Ind
 - Ind Park
 - L Ind
 - Neighborhood Business
 - OSH
 - OSR
 - PDD
 - PRD
 - R - 5
 - R - 5 A
 - R - 8
 - R - 8 A
 - R - 10
 - R - 10 A
 - Riverfront Redevelopment
- Street Centerlines

100 ft

Malone Annexation Petition - City Zoning Map

WICOMICO COUNTY ZONING MAP

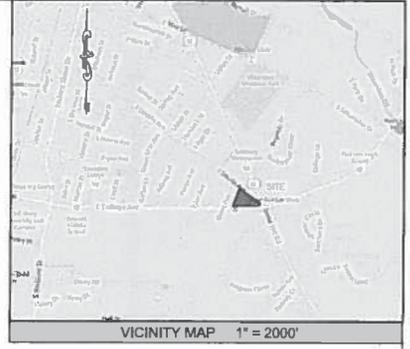
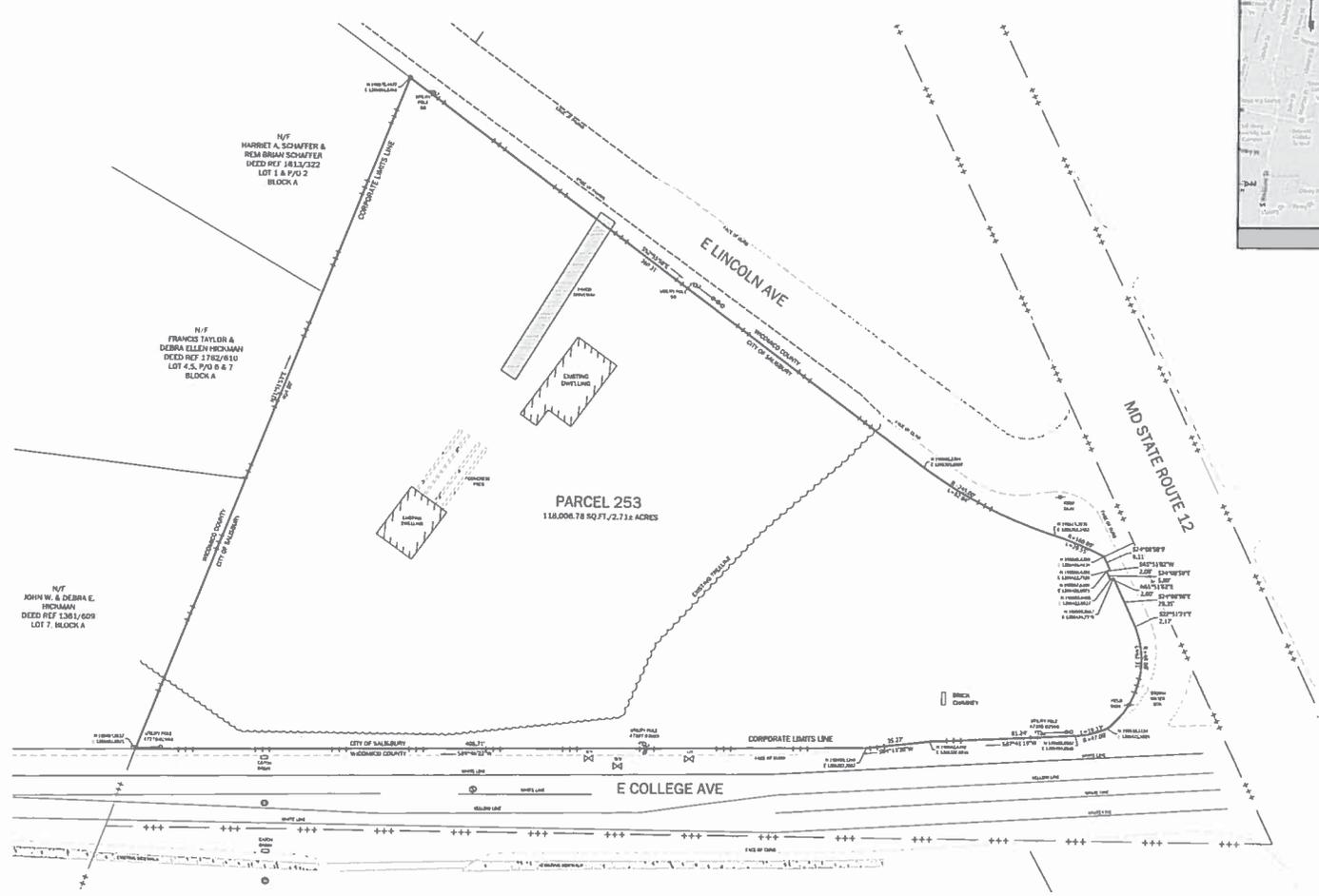


100 ft

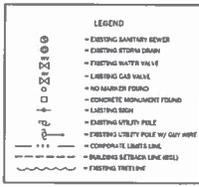
Malone Annexation Petition - County Zoning

- Bridges
- Chesapeake Bay Critical Area
- Historic Districts
- 8000 ft Turning Radius
- Airport Overlay District
- Neighborhood Preservation District
- Salisbury Critical Area
- Wicomico County Boundary
- Wicomico SDE Railroads
- Building Permits
- Wicomico SDE Airport_Runways_Taxiways
- Wicomico SDE Municipal_Areas
- Wicomico BZA Activity
- Parcels
- Municipal Names**
- Street Centerlines
- Water Bodies
- Wicomico SDE WicoZoning_sept19_2011**
- Zone_Long**
- A - 1 Agricultural - Rural
- Airport Business Park
- C - 1 Select Commercial
- C - 2 General Commercial
- C - 3 Regional Commercial
- CID Corporate Industrial District
- I - 1 Light Industrial
- I - 2 Heavy Industrial
- LB - 1 Light Business & Institutional
- LB - 2 Light Business & Residential
- R - 8 Residential
- R - 15 Residential
- R - 20 Residential
- R - 30 Residential
- REC Residential, Educational & Cultural
- TT Town Transitional
- VC Village Conservation
- Municipality

MD STATE GRID MJD 27



- GENERAL NOTES**
1. THE PROPERTY SHOWN HEREON IS OWNED BY: PATRICK B. & DANA S. MALONE 8 BAYVIEW DRIVE EAST (SEE DEED LIST)
 2. DEED REFERENCE: 3648/374.
 3. TOTAL AREA OF PROPERTY: 2.73± ACRES.
 4. THE SURVEY MEANS EXACTLY STATE/SEWER SERVICE CATEGORY #232.
 5. THE PROPOSED ZONING OF THIS PROPERTY IS GENERAL COMMERCIAL.
 6. THE SURVEY ZONING OF THIS PROPERTY IS G-1, SINGLE COMMERCIAL.
 7. THIS PROPERTY IS LOCATED IN G-1, MANAGED TRAIL #232.
 8. THIS PROPERTY IS SHOWN ON J.A.A. COMPARISON PANEL #200278 0229 C. PANEL 23 OF 36. UNLESS OTHERWISE INDICATED BY LINED LINES, ALL AREAS OF MINIMAL FLOODING.
 9. ALL FINANCIAL CONSTRUCTION SHALL CONFORM TO THE CITY OF SALISBURY CODE IN EFFECT AT THE TIME OF CONSTRUCTION.
 10. STORM COLLECTION SHALL BE PRIVATE, UNLESS OTHERWISE SHOWN.



PROFESSIONAL CERTIFICATION: I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A QUALIFIED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MARYLAND LICENSE NUMBER 15173, CORPORATION CASE NUMBER 15173.

PHILIP S. PARKER L.C. #15173 DATE

REVISIONS		<p>ANNEXATION PLAT FOR PARCEL 253 PATRICK AND DANA MALONE</p> <p>CAMDEN ELECTION DISTRICT, WICOMICO COUNTY, MARYLAND</p>		
NO.	DATE			
1	02/27/20	1" = 30'	02/27/20	02/27/20
2	02/27/20	1" = 30'	02/27/20	02/27/20
3	02/27/20	1" = 30'	02/27/20	02/27/20
4	02/27/20	1" = 30'	02/27/20	02/27/20
5	02/27/20	1" = 30'	02/27/20	02/27/20
6	02/27/20	1" = 30'	02/27/20	02/27/20
7	02/27/20	1" = 30'	02/27/20	02/27/20
8	02/27/20	1" = 30'	02/27/20	02/27/20
9	02/27/20	1" = 30'	02/27/20	02/27/20
10	02/27/20	1" = 30'	02/27/20	02/27/20

CITY OF SALISBURY

PETITION FOR ANNEXATION

To the Mayor and Council of the City of Salisbury:

I/We request annexation of my/our land to the City of Salisbury.

Parcel(s) # 253

Map # 48

SIGNATURE (S)

David Malone

Dec 18, 2014

Date

Fatih K. Malae

12/22/14

Date

Date

Date

Memorandum

To: Tom Stevenson, City Administrator
CC: Julia Glanz, Assistant City Administrator
From: William T. Holland
Date: 4/13/2015
Re: Noise Ordinance

Tom, attached is a draft of revisions for the city noise ordinance. The City Council met on March 2nd at a work session to discuss changes to the noise ordinance. The city, over the past several months has received several complaints of excessive noise from construction work in close proximity of residential districts.

In short, the Council reached unanimous consensus to advance the legislation to specify the hours permitted when construction can be done.

Let me know if you have any questions.



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

CITY OF SALISBURY
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY
AMENDING SECTION 8.20.020 PROHIBITED NOISES ENUMERATED, SUBSECTION I, OF
THE SALISBURY MUNICIPAL CODE.

WHEREAS, the City has consistently defined weekday to be Monday through Saturday;
and

WHEREAS, confusion has arisen among the public and demands have been made that
the City prohibit construction on Saturday; and

WHEREAS, the City does not wish to prohibit construction on Saturday, but wishes to
regulate time of day on both Saturday and Sunday when construction activities may occur
without being in violation of this ordinance; and

WHEREAS, the City desires to amend Subsection I of Chapter 8.20.020 the Code
to more clearly define the days and times when construction activities may occur.

NOW, THEREFORE, be it enacted and ordained by the Council of the City of
Salisbury, Maryland, that Chapter 8.20.020 I. be amended, as follows:

Chapter 8.20.020 – Prohibited noises enumerated.

- I. Construction or Repairing of Buildings. The erection (including excavation),
demolition, alteration or repair of any building other than between the hours of seven
a.m. and six p.m. on ~~weekdays~~ Monday through Friday, between the hours of nine
a.m. and six p.m. on Saturday, and between the hours of twelve p.m. and six p.m. on
Sunday, except in case of urgent necessity in the interest of public health and safety,
and then only with a permit from the department of neighborhood services and code
compliance which permit may be granted for a period not to exceed three days or less
while the emergency continues and which permit may be renewed for periods of three
days or less while the emergency continues. If the department of neighborhood
services and code compliance should determine that the public health and safety will
not be impaired by the erection, excavation, demolition, alteration or repair of any
building ~~within the hours of six p.m. and seven a.m. at times other than the hours set
forth herein~~, and if ~~he~~ it shall further determine that loss or inconvenience would result
to any party in interest, ~~he~~ the department may grant permission for such work to be
done ~~within~~ during the hours ~~when it is otherwise prohibited of six p.m. and seven
a.m.~~, upon application being made at the time that the permit for work is awarded or
during the progress of the work.

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

47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69

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

ATTEST:

Kimberly R. Nichols, City Clerk

Jacob Day, City Council President

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

James Ireton, Jr.,
Mayor

Memorandum

To: Tom Stevenson, City Administrator
CC: Julia Glanz, Assistant City Administrator
From: William T. Holland
Date: 4/15/2015
Re: Registration of Nonconforming Residential Properties

Tom, attached are proposed documents to support legislation to create a registry of both legal and illegal nonconforming residential structures in R-5, R-8 and R-10 residential districts. The proposed registry is designed to help protect the character and stability of the city neighborhoods and tenants, while also respecting individual property rights.

Prior to 1983, many residential structures, especially in older neighborhoods were converted to multi-family dwellings. While many of these structures were legally converted or met the zoning requirements at the time of the conversions; however, there remain numerous structures that may have been illegally converted and did not meet the zoning requirements for density and other basic safety requirements.

Local restrictions typically prohibit expansion of nonconforming uses and structures. Nonconforming uses usually lose their legal status under local regulations if they are discontinued for a particular period of time, such as six months or a year. Nonconforming structures typically lose their legal status if they are destroyed, such as by fire, in whole or part.

The theory of the zoning ordinance is that the nonconforming use is detrimental to public interest (health, safety, morals and welfare) which justifies the need of a nonconforming use registry. Although the city has a rental registration program which includes all residential rental properties, it doesn't contain the information and data for nonconforming uses, and whether they're legal or illegal. The nonconforming use registry includes provisions to enhance life-safety in higher density structures with minimum impact cost to the property owner. Proposed life safety requirements for nonconforming structures with three or more units sharing a common means of egress includes the following:

- Provide emergency lighting in common areas in accordance with the International Building Code (IBC)
- Provide an illuminated exit sign in the common area of egress travel
- Provide a fire alarm system in the common area of egress travel which is initiated by the tenant upon exiting the structure in the event of a fire. This

would not be a “monitored” system therefore not requiring the property owner to have to pay a monthly fee to an alarm company.

Other minimum requirements proposed for the interior of nonconforming uses with two or more units includes:

- Provide portable fire extinguishers in each dwelling unit, hung securely in accordance with the manufacture’s recommendations.
- Provide carbon monoxide detectors in all nonconforming structures that have fuel fired appliances.
- Ensure that bedroom windows are in good working order for emergency escape and to allow entry of first responders.

All nonconforming use owners in R-5, R-8 & R-10 zoning districts would be required to register their properties with the Department of Neighborhood Services & Code Compliance on forms provided by the city and forwarded to BPI to verify whether the use is a legal nonconforming or illegal nonconforming use. The processing fee for BPI to determine legality is recommended to be \$85. The fee is derived by the hourly salary multiplied by 35% of the employee salary for the cost of benefits and then multiplied by an hour-in-a-half. It takes approximately an hour-in-a-half to review zoning maps of the property’s location, zoning codes (1936 & 1959), perform simple math calculations, and checking records from Planning & Zoning for any Special Exceptions or other approvals that may have taken place over the years to determine the legality of the use. Making this determination also includes a site visit to the property.

Applications for nonconforming use will be forwarded to the Department of Building, Permitting & Inspections (BPI) to make the determination of the property’s legality. If the structure is approved it will remain as a legal nonconforming use; however, if a property fails to meet the requirements from previous zoning code standards, the structure may be deemed as an illegal nonconforming use and lose its status as a nonconforming use or multi-family dwelling. If the property owner produces documents, such as, a certificate of occupancy, lease agreements containing description of the property’s use, past zoning authorizations, deeds applicable to the property and other applicable information that provides evidence that the structure was used as a conforming use prior to the 1983 zoning code, the property owner will be permitted to continue its use. If this is not the case and the property owner/s is notified that they are operating an illegal nonconforming use such property owner will be able to appeal the decision to the Board of Zoning Appeals.

Failure to register a structure within the time period established by the provisions adopted by the city would be considered presumptive proof that such a unit is an illegal nonconforming unit and subject to abatement.

NON-CONFORMING USE PROPOSED SAFETY REGULATIONS

Proposed life safety requirements for nonconforming structures with three or more units that share a common means of egress:

- Provide emergency lighting in accordance with the International Building Code
- Provide illuminated Exit signage in common areas of egress travel
- Provide an approved fire alarm system in the common areas which is initiated by manual means. Such system shall be installed in accordance with manufacture's recommendations.

Provide minimum life safety requirements for the interior of units of all nonconforming structures with three or more units.

- Provide portable fire extinguishers (one in each dwelling unit) hung securely in accordance with the manufacturer's recommendations
- Provide carbon monoxide alarms in all nonconforming structures that have fuel-fired appliances.
- All windows in bedrooms shall be in good working order and shall open upon demand of the occupant.
- Smoke alarms shall be installed and maintained in accordance with the manufacture's recommendations.

Registration of Nonconforming Uses Exceptions

- The structure was originally constructed as a multi-family dwelling
- The structure was approved by a special exception for a legal nonconforming use
- The structure was a legal nonconforming use prior to the 1983 zoning code meeting the zoning requirements at that time under the governing zoning code
- The structure met the density of the 1936, 1959 and 1983 zoning codes
- Property owners have building permits or other records issued by the city for approved alterations



City of Salisbury
Department of Neighborhood Services & Code Compliance
501 E. Church St.
Salisbury, MD 21804
(410)341-9550 Fax (410)341-3682
www.ci.salisbury.md.us

APPLICATION FOR REGISTRATION OF RESIDENTIAL NONCONFORMING USE

Nonconforming Use

A Nonconforming Use (commonly referred to as *Grandfathering*) is a use/activity that was allowed in its location when it was established but due to changes in the property's status a classification is no longer allowed by right. The property owner or applicant must document that a nonconforming use was allowed when it was established and has been maintained over time. Evidence might consist of objective documents such as building permits, utility hookups, tax records, special exceptions, etc.

Standards Affecting Nonconforming Uses

The following standards apply to all Nonconforming Uses situations:

1. Their status is not affected by changes in ownership.
2. They may change to conforming uses, however once changed to a conforming use, the nonconforming rights are lost and a Nonconforming Use may not be re-established.
3. A Nonconforming Use will be considered terminated if the building, structure or land is not occupied by a permitted or legally Nonconforming Use for continuous year.
4. Any Nonconforming Use dependent upon a building that has been declared dangerous and/or condemned pursuant to the City of Salisbury Housing Standards Code will be considered terminated upon declaration of order.
5. Any Nonconforming Use dependent upon a building or structure that has been damaged to the extent that repair or restoration would cost more than 50% of its fair market value will be considered terminated. Three estimates for the cost of renovation shall be submitted by three separate licensed companies and the fair market value will be determined by an independent appraisal accepted by the City.
6. Filing a false registration application will result in the termination of a Nonconforming Use.

Required Items for Filing

In order to file the attached application, please provide the necessary documentation and notarized signatures.

- \$75 Application Processing and Research Fee (due at the time of application submitted)

It's the applicant's responsibility to submit objective evidence of the lawful existence and continued use of the activity of the structure by providing the following types of information:

Certificates of Occupancy
Lease agreements containing descriptions of the use
Letters or bills from utility companies
Sworn affidavits from persons with knowledge of the use
Plats/Plans and surveys

Deeds applicable to the property
Billing and/or land use permits
Invoices and/or customer receipts
Past zoning authorizations
Old utility bills

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CITY OF SALISBURY

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SALISBURY TO AMEND CHAPTER 17.16 TO ELIMINATE UNLAWFUL NONCONFORMING MULTIFAMILY DWELLINGS, AND CREATE THE REGISTRATION, REGULATION AND INSPECTION OF LAWFUL NONCONFORMING USES RESULTING FROM THE CONVERSION OF SINGLE-FAMILY DWELLINGS TO MULTIFAMILY DWELLINGS.

WHEREAS, the Mayor and Council recognize that a fundamental principle of zoning under Maryland law is to reduce illegal nonconformance;

WHEREAS, the Mayor and Council find that prior to 1936 certain single-family residential dwellings were converted to multifamily residential dwellings;

WHEREAS, the Mayor and Council find that since 1936, the year the first zoning ordinance was enacted in the City of Salisbury and continuing to date, there has existed within the City the practice of converting single-family residences located in single-family zones to multifamily residential uses;

WHEREAS, the Mayor and Council have determined that it is difficult for enforcement officials to ascertain which residences located in a single-family zone are lawful uses, unlawful uses, or lawful nonconforming uses;

WHEREAS, the Mayor and Council are concerned that a shortage of safe, code compliant, low and moderate income housing exists in the City of Salisbury and that the past conversions of single-family residences to multifamily residential use have provided and continue to provide, in many cases, unsafe and non-code compliant low and moderate income dwelling units in the City which pose a threat to the health, safety, and welfare of the Citizens of Salisbury;

26 WHEREAS, the Mayor and Council are aware that some of the single-family residences
27 converted to multifamily residential uses are owned by individuals and entities whose livelihood
28 is largely dependent upon income from the rental units; and

29 WHEREAS, the purpose of these amendments is to promote the goal of ending unlawful
30 nonconforming uses and establish uniform standards and criteria for remedying the problem of
31 unlawful and, in some cases, unsafe lawful conversions from single-family to multifamily
32 residential uses.

33 NOW THEREFORE, be it enacted and ordained by the City Council of the City of
34 Salisbury, in regular session, as follows:

35 1. That Chapter 17.16 is amended by adding the following sections:

36

37 **Article III Registration of Nonconforming Multifamily Dwellings**

38

39 **17.16.090 Registration of multifamily dwellings.**

40 **17.16.100 Regulation of lawful nonconforming multifamily dwellings.**

41 **17.16.110 Violations.**

42

43 **17.16.090 Registration of multifamily dwellings.**

44

45 A. Any building or structure located in a single-family (R-5, R-8 and R-10)
46 residential zone which has been used or converted to use as a multifamily dwelling shall register
47 with the Department of Building, Permits, and Inspections and meet the registration requirements
48 for a lawful nonconforming use as provided for in section 17.16.100C no later than one year
49 from the date this ordinance is enacted.

50 B. If not registered within one year of the effective date of the ordinance, the
51 nonconforming use shall be presumed unlawful, shall be discontinued, and the number of
52 dwelling units that may be used within the structure shall be reduced to the minimum number
53 permitted in the zone in which the building or structure is located.

54 **17.16.100 Regulation of lawful nonconforming multifamily dwellings.**

55 A. Any registered building or structure located in a single-family residential zone
56 which has been converted from a single-family dwelling and used continuously as a multifamily
57 dwelling may continue as a nonconforming multifamily use even though the building, structure
58 or use does not comply with the regulations applicable to the zone in which the building,
59 structure or use is located, subject to this section.

60 B. For the purposes of this Chapter, the property owner bears the burden of proof by
61 a preponderance of the evidence.

62 C. All nonconforming multifamily dwellings converted and used continuously shall
63 be registered with the Department in accordance with the following procedure:

64 1. Applications for registration shall be filed on forms provided by the Department;

65 2. Each application for registration shall be accompanied by notarized affidavits and
66 other evidence that may be necessary and appropriate to establish that the multifamily dwelling
67 use existed prior to the version of the zoning code that would change its status from conforming
68 to lawfully nonconforming and said use has existed continuously since then;

69 3. Each application for registration shall be accompanied by a use-and-occupancy
70 certificate and a rental license, if required; and

71 4. Each application for the registration of a nonconforming multifamily dwelling
72 shall be accompanied by registration fees in the amount of \$85 for application processing and
73 \$50 inspection fee for each unit in the multifamily dwelling.

74 D. The Department shall publish, in a newspaper of local distribution and on its
75 website, notice of all applications for registrations and allow thirty days after publication for the
76 filing of comments by the public, other agencies, and concerned parties. The Director shall
77 resolve all disputed registrations.

78 E. The Director and the Housing Official shall make an inspection of each property
79 for which an application for registration has been submitted and each such property shall be
80 brought into compliance with all applicable codes and regulations within 180 days after
81 notification of the violations or deficiencies.

82 F. Structural alterations of a building or structure which does not conform to the
83 provisions of the zoning district in which it is located may be made only if the building is being
84 altered to conform to the provisions of this Chapter or to conform to other applicable codes or
85 regulations.

86 G. A registered nonconforming multifamily dwelling may not be extended,
87 expanded, or increased in intensity of use in any way. If an owner begins the process of
88 converting a structure to a single-family use, the Department shall be notified.

89 H. Each registered multifamily dwelling shall be maintained in good condition and in
90 compliance with all applicable federal, state, and municipal laws and regulations (including the
91 minimum safety regulations applicable to such units and attached hereto as Exhibit A). The
92 Director shall establish a regular schedule of inspections to be made of each registered
93 multifamily dwelling, said inspection to coincide with the rental facility licensing inspection,
94 where applicable. The owner of a registered structure or building shall notify the Department of
95 any change in the use, the structure, or the building, in writing, within thirty (30) days after such
96 change.

97 I. The Director shall deny any application or revoke or suspend any registration
98 upon failure to comply with the provisions of this section or upon conversion to another use.
99 Any decision of the Director under section 17.16.100 may be appealed to the Board of Zoning
100 Appeals.

101 **17.16.110 Violations**

102 A. The owner of an occupied unlawful nonconforming use shall be issued a
103 municipal infraction citation and fined the maximum allowed under the law for each occupied
104 dwelling unit. Each day a violation remains uncorrected is a separate violation subject to an
105 additional citation and fine.

106 1. The Director shall order that all but one dwelling unit be vacated within a
107 reasonable period of time to be determined by the Director. At the conclusion of the period of
108 time in which all but one dwelling unit is to be vacated, the Director shall re-inspect the property

109 to ensure compliance. There shall be a \$100 fee for re-inspection of one dwelling unit and an
110 additional \$50 fee for each additional dwelling unit.

111 2. The owner of an occupied unlawful nonconforming use shall reimburse any
112 occupant of an unlawful nonconforming dwelling unit for expenses incurred by the occupant for
113 relocating. Expenses include, but are not limited to, moving costs, any difference in the
114 occupant's rent at his or her new dwelling that is in excess of the rent paid at the unlawful
115 nonconforming dwelling, for a period not to exceed 60 days, and any attorney's fees incurred by
116 the occupant to enforce this provision.

117 B. Upon enactment of this ordinance the employees of every city department or
118 agency shall be required to identify every residential structure they encounter during the course
119 of their duties as single-family or multifamily, the location of the dwelling unit, if there is more
120 than one, and any information that might be available that would indicate occupancy. This
121 information shall be forwarded to the Director on at least a monthly basis and be placed in a
122 database that may only be used for enforcement of this Chapter.

123 C. Once a property is identified as an unlawful nonconforming multifamily dwelling,
124 all City services to that property in excess of those necessary to support a single-family dwelling
125 shall cease after reasonable notice. For the purposes of this section, reasonable notice shall be
126 accomplished by posting each dwelling unit with a copy of this section, stating which services
127 will be terminated, the date they will be terminated (which shall be no sooner than thirty (30)
128 days from the date the property is posted), and the dwelling units that will be affected; and by
129 mailing the same information to the owner by regular mail at the address listed in the Maryland
130 State Department of Assessment and Taxation's database.

131 D. The submission of a false affidavit in support of an application for registration
132 may result in the owner's application being denied and subject the person signing the affidavit to
133 the penalties of perjury.

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

136 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of
137 Salisbury held on the _____ day of _____, 2015 and thereafter, a statement of the
138 substance of the ordinance having been published as required by law, in the meantime, was
139 finally passed by the Council on the ___ day of _____, 2015.

140
141 ATTEST:

142
143
144
145 _____
146 Kimberly R. Nichols, City Clerk

145 _____
146 Jake Day, City Council President

147
148
149 Approved by me, this _____ day of _____, 2014.

150
151
152
153 _____
154 James Ireton, Jr.,
155 Mayor

156

City of Salisbury



MARYLAND



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

KIMBERLY R. NICHOLS
CITY CLERK

JACOB R. DAY
COUNCIL PRESIDENT
LAURA MITCHELL
COUNCIL VICE PRESIDENT
JOHN "JACK" R. HEATH
COUNCIL MEMBER
EUGENIE P. SHIELDS
COUNCIL MEMBER
TIMOTHY K. SPIES
COUNCIL MEMBER

TO: City Council Members
FROM: Kim Nichols, City Clerk
DATE: April 14, 2015
SUBJECT: PAC14 Audit Requirements

Attached please find the most recent contract between the City of Salisbury and PAC 14, which was amended with the attached resolution in 2011. This resolution amended the contract to make the audits required once every four years instead of every year.

The current contract expired January 10, 2013, and a new contract will be required with PAC14 and the City's approval.

RESOLUTION NO. 2015

A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING THE MAYOR TO SIGN AN AMENDED CONTRACT WITH PAC 14, INC. SO THAT THE AUDIT REQUIREMENTS ARE CONSISTENT WITHIN THE CONTRACT

WHEREAS, the Board of Directors of PAC 14 Inc. brought to the attention of the City that there was an inconsistency between sections of the Contract between the City of Salisbury and PAC 14 pertaining to the requirement for an annual audit; and

WHEREAS, one section of the Contract requires that an annual audit be conducted by a CPA whereas another section of the Contract only requires an audit once every four (4) years; and

WHEREAS, there is no requirement in accounting standards that PAC 14 have an annual audit conducted; and

WHEREAS, it would place an unnecessary additional financial burden on PAC 14 to have an annual audit conducted; and

WHEREAS, the Mayor and Council believe that it would be sufficient that PAC 14 be required to have prepared, on an annual basis, "year end financial statements prepared by a certified public accountant"; and

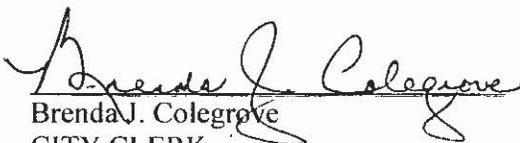
WHEREAS, the Mayor and City Council desire to eliminate this conflict and to remove any unnecessary requirements from PAC 14;

NOW, THEREFORE, BE IT RESOLVED that the Salisbury City Council hereby authorizes the Mayor to sign the attached amended Contract with PAC 14, Inc. removing the inconsistency that existed in the previous contract and requiring that an annual audit conducted by a CPA be required only once every four years.

AND BE IT FURTHER RESOLVED that the Contract has also been amended to provide that the City will be provided a copy of the audit in any year in which an audit is conducted.

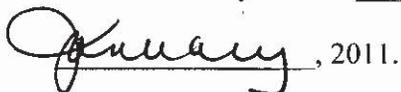
THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on the 10th day of January, 2011 and is to become effective immediately upon adoption.

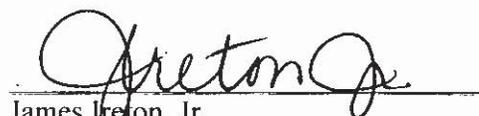
ATTEST:


Brenda J. Colegrove
CITY CLERK


Louise Smith
PRESIDENT, City Council

APPROVED by me this 11 day of


January, 2011.


James Ireton, Jr.
MAYOR, City of Salisbury

AMENDED CONTRACT BETWEEN CITY OF SALISBURY, MARYLAND
AND

PAC 14, INC.

AGREEMENT

This Agreement is made this 12th day of January, 2011, by and between the City of Salisbury a municipal corporation ("City"), and PAC 14 Inc. a nonprofit corporation, who agree as follows:

RECITALS

1. The City desires to provide support for the use of cable television public, educational, and government ("PEG") access channels provided pursuant to federal law.
2. The City has granted a franchise to Comcast Cable to operate a cable television system in the City.
3. The franchise agreement with Comcast Cable provides for three (3) PEG Access channels (1 Public, 1 Educational, and 1 Governmental).
4. The franchise agreement with Comcast Cable provides that certain ongoing payment may be made by Comcast for PEG access support upon joint agreement of the City and Comcast.
5. Salisbury City Code Section 5.22.270 establishes that the City will dedicate a portion of the franchise fee that it receives from cable operators to support PEG access.

6. PAC 14 Inc., as the access management entity designated by the City, has indicated its interest in serving the community by providing PEG access programming and services.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES. In exchange for the funding provided by the City to PAC 14 Inc., pursuant to this Agreement, PAC 14 Inc., shall provide the following services:

- A. *OPERATE PUBLIC, EDUCATIONAL, AND GOVERNMENT ACCESS CABLE CHANNEL (S).* Operate PEG access channel(s) as required pursuant to the cable franchise agreements for public/community/educational/government access programming purposes in a manner which is consistent with City Ordinance 1669. Public access channels shall be operated in a manner whose primary purpose is to administer, coordinate, and assist those requesting access on a first come non-discriminatory basis.
Operate the educational and government access channel(s) for community access programming purposes with the primary purpose being to administer, coordinate, and assist governmental and educational institutions requesting access on a non-discriminatory basis, which includes the broadcast of live and taped local governmental programs.
- B. *OPERATE A COMMUNITY ACCESS CENTER.* Manage a video production facility and equipment, available for public use at such hours and times as are determined by PAC 14 Inc. Access to equipment and facilities shall be open to all who satisfactorily complete training class(es) provided by PAC-14 or who receive a certification from PAC-14 identifying said person(s) as having satisfied training requirements through means other than PAC-14 training classes.

- C. *PROVIDE EQUAL ACCESS.* Provide access to the use of the equipment, facilities, channels, and services provided hereunder on a non-discriminatory basis to all members of the community for non-commercial programming purposes, whether individuals, groups, organizations, educational institutions or the City of Salisbury pursuant to operating rules promulgated by PAC 14 Inc., and consistent with the principles set forth in the PAC 14 Policies and Procedures.
- D. *DEVELOP OPERATING POLICIES AND PROCEDURES.* Develop policies and procedures for use and operation of the PEG access equipment, facilities, and channel(s) and file such policies and procedures with the City.
- E. *COMPLIANCE WITH LAWS, RULES, AND REGULATIONS.* Administer the PEG access channel(s) and facilities in compliance with applicable laws, rules, regulations, the Maryland Open Meetings Act, and in accordance with PAC 14 Policies and Procedures.
- F. *TRAINING.* Train City residents, and when requested, City, school and college employees (in the techniques of video production, and provide technical advice in the execution of productions.
- G. *PLAYBACK/CABLECAST.* Provide for the playback/cablecasting of programs, as described in the PAC 14 Inc., Policies and Procedures, on the PEG access channel(s).
- H. *MAINTENANCE OF EQUIPMENT.* Provide regular maintenance and repair of all video equipment purchased with monies received pursuant to this Agreement and/or donated, loaned, or leased to PAC 14 Inc., by the City.

- I. *SPECIAL NEEDS GROUPS.* Support special needs groups, where possible, including but not limited to the hearing impaired, in program production through training and other means.
- J. *PROMOTION.* Actively promote the use and benefit of the PEG access channel(s) and facilities to cable subscribers, the public, and PEG access users.
- K. *PERFORMANCE REVIEW.* PAC 14 Inc., shall, if requested by the City, after three (3) years of operation under this Agreement, contract with an entity expert in access from outside Wicomico County to conduct a performance review of PAC 14 Inc. operations. This review shall include an opportunity for PEG access users and cable subscribers to provide input. Upon completion, a copy of the performance review shall be provided to the City.
- L. *OTHER ACTIVITIES.* Undertake other PEG access programming activities and services as deemed appropriate by PAC 14 Inc. and consistent with the obligation to facilitate and promote access programming and provide non-discriminatory access.

SECTION 2. CHANNELS OPEN TO PUBLIC: PAC 14 Inc. agrees to keep the PEG access channel(s) open to all potential users regardless of their viewpoint, subject to FCC regulations and other relevant laws. Neither the City, nor the Cable Company(s), nor PAC 14 Inc., shall have the authority to control the content of programming placed on the public access channel(s) so long as such programming is lawful. Provided that, nothing herein shall prevent PAC 14 Inc., the City, or Cable Company from producing or sponsoring programming, from underwriting programming, or from engaging in activities designed to promote production of certain types of programming or use by targeted groups as consistent with applicable law and rules for use of channels. PAC 14 Inc., may develop and enforce policies and procedures which are designed to promote local use of the channel(s) and make programming accessible to the viewing public,

consistent with such time, manner, and place regulations as are appropriate to provide for and promote use of PEG access channels, equipment and facilities.

SECTION 3. INDEMNIFICATION. PAC 14 Inc., shall indemnify, defend, and hold harmless the City, its officers, agents, and employees and volunteers from and against any and all claims, suits, actions, causes of action, losses, damage, or liabilities of any kind, nature or description, including, payment of litigation costs and attorneys' fees, brought by any person or persons for or on account of any loss, damage or injury to person, property or any other interest, tangible or intangible, sustained by or accruing to any person or persons, howsoever the same may be caused, directly or indirectly arising or resulting from any alleged acts or omission of the PAC 14 Inc., its officers, employees, agents or subcontractors arising out of or resulting from the performance of this Agreement.

PAC 14 Inc., shall indemnify and hold harmless City, its officers, agents, employees and volunteers from and against any and all claims or other injury, including costs of litigation and attorney's fees, arising from or in connection with claims or loss or damage to person or property arising out of the failure to comply with any applicable laws, rules, regulations or other requirements of local, state or federal authorities, for claims of libel, slander, invasions of privacy, or infringement of common law or statutory copyright, for breach of contract or other injury or damage in law or at equity which claims, directly or indirectly, result from PAC 14 Inc. use of channels, funds, equipment, facilities or staff granted under this Agreement or the franchise agreement.

The City shall indemnify, defend, and hold harmless PAC 14 Inc., its officers, agents and employees from and against any and all claims, losses, liabilities, or damage including payment of reasonable attorneys' fees arising out of or resulting from the performance of this Agreement, caused in whole or part by any act or omission of the City.

SECTION 4. COPYRIGHT CLEARANCE. Before cablecasting video transmissions PAC 14 Inc. shall require all users to agree in writing that they shall make all appropriate arrangements to obtain all rights to all material cablecast and clearances from broadcast stations, networks, sponsors, music licensing organizations' representatives, and without limitation from the foregoing, any and all other persons as may be necessary to transmit its or their program material over the PEG access channels that are operated and managed by PAC 14 Inc.. PAC 14 Inc. shall maintain for the applicable statute of limitations for City's inspection, upon reasonable notice by City and for the term of the applicable statute of limitations, copies of all such user agreements.

SECTION 5. COPYRIGHT AND OWNERSHIP. PAC 14 Inc. shall own the copyright of any programs that it may choose from time to time to produce. Copyright of programming produced by the public shall be held by such person(s) or entity(ies) who produces said programming.

SECTION 6. DISTRIBUTION RIGHTS.

- A. PAC 14 Inc. shall require that all programs produced with funds, equipment, facilities, or staff granted under this Agreement shall be distributed on the channels whose use is authorized by this Agreement. This subparagraph shall not be interpreted to restrict other distribution (beyond distribution on channels authorized by this Agreement), so long as such other distribution is consistent with any pertinent guidelines established in the PEG access operating policies and procedures.
- B. At least at the beginning and end of each day that video programming is cablecast on the PEG access channels whose use is authorized by this Agreement, PAC 14 Inc. shall display and credit the major funding partners.

SECTION 7. EQUIPMENT AND FACILITIES.

- A. PAC 14 Inc. shall be responsible for maintenance of all equipment and facilities owned, leased or loaned to it under this Agreement or purchased with funds provided pursuant to this Agreement.
- B. PAC 14 Inc. shall own all equipment and facilities acquired by it and purchased with funds received pursuant to this Agreement, except that upon termination or non-renewal of this Agreement all such equipment or facilities purchased with funds received pursuant to this Agreement shall become the property of the City and County (in a manner determined by the City and County), which shall ensure that all such equipment or facilities shall be used for PEG access purposes.

To secure all of its obligations under this Agreement, PAC 14 Inc. hereby grants to City a security interest in all of the assets and interests owned or hereafter acquired by PAC 14 Inc. with funds provided by the City, and the proceeds thereof, including but not limited to, PAC 14 Inc. deposit accounts and inventory, and all equipment and fixtures, that are or were acquired with funds provided by the City. PAC 14 Inc. agrees to take all steps reasonably requested by City to perfect and enforce the City's security interest, including the execution and processing of financing statements and continuation statements under the Maryland Uniform Commercial Code. PAC 14 Inc. will also notify any institution with which it now or hereafter maintains any deposit account of the existence of the City's security interest in the account and shall provide the City proof of such notice. The City agrees to subordinate its interest if necessary to finance the purchase of equipment or property. The subordination shall only be with respect to the specific equipment or property that PAC 14 Inc. might wish to finance.

- C. Upon the dissolution of the PAC 14 Inc., it shall, subject to the approval of the City, transfer all assets of PAC 14 Inc. representing City-funded equipment

and facilities, and/or the proceeds of either to the City, or at the City's option, to such organization or organizations designated by the City to manage access which shall at the time qualify as a tax exempt organization(s) under Section 501(c)(3) of the Internal Revenue Code (or the corresponding provisions of any future United States Internal Revenue Law).

- D. Equipment in place at PAC-14 on the effective date of this Agreement has been funded by City of Salisbury and Wicomico County. Such equipment shall continue to be provided to PAC-14 from the purposes of this Agreement. Ownership of such equipment is jointly held by the City of Salisbury and Wicomico County. The disposition of such equipment at such time that PAC-14 is no longer the designated PEG access service provider shall be handled in a manner consistent with Section 7.C. of this Agreement.

SECTION 8. INSURANCE. PAC 14 Inc. shall maintain in full force and effect at all times during the term of this Agreement insurance as required by this Section. The cost of such insurance shall be borne by PAC 14 Inc. and shall be included in PAC 14 Inc. annual budget.

- A. *COMPREHENSIVE LIABILITY INSURANCE.* Comprehensive liability insurance, including protective, completed operations and broad form contractual liability, property damage and personal injury coverage, and comprehensive automobile liability including owned, hired, and non-owned automobile coverage. The limits of such coverage shall be: (1) bodily injury including death, \$1,000,000 for each person, each occurrence and aggregate; (2) property damage, \$1,000,000 for each occurrence and aggregate.
- B. *EQUIPMENT INSURANCE.* Insurance shall be maintained on all equipment and facilities, including fixtures, funded in whole or in part under this Agreement to replacement cost. The insurance shall include, at a minimum,

insurance against loss or damage beyond the user's control, theft, fire or natural catastrophe. City shall be shown as lien holder on all policies.

- C. *WORKERS' COMPENSATION.* Full Workers' Compensation Insurance and Employer's Liability shall be maintained with limits as required by (State) law with an insurance carrier satisfactory to the City.

- D. *CABLECASTER'S ERRORS AND OMISSION INSURANCE.* Insurance shall be maintained to cover the content of productions which are cablecast on the access channel in, at minimum, the following areas: libel and slander; copyright or trademark infringement; infliction of emotional distress, invasion of privacy; plagiarism; intellectual property; misuse of musical or literary materials. This policy shall not be required to cover individual access producers.

- E. *CITY AS CO-INSURED OR ADDITIONAL INSURED.* The City shall be named as a co-insured or additional insured on all aforementioned insurance coverage's. The policies shall provide that no cancellation, major change in coverage or expiration may be affected by the insurance company or PAC 14 Inc. without first giving the City thirty (30) days written notice prior to the effective date of such cancellation or change in coverage. Any insurance or self-insurance maintained by the City, its officers, agents, employees, or volunteers shall be in excess of the PAC 14 Inc. insurance and shall not contribute to it.

- F. *NOTIFICATION OF COVERAGE.* PAC 14 Inc. shall file with the City proof of insurance coverage as follows: (1) Comprehensive Liability and Workers' Compensation upon commencement of the employment of the Executive Director; (2) equipment insurance upon the acquisition of any equipment; (3) cablecaster's error and omission insurance within thirty (30) days of the

commencement of cablecasting of programming on the designated access channel.

SECTION 9. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICE.

- A. PAC 14 Inc. shall not discriminate against any person, employee or applicant for employment or subcontractor on the basis of race, color, creed, religion, sex, sexual orientation, marital status, ancestry, national origin or physical or mental handicap.

- B. Grantee shall not discriminate in the delivery of services on the basis on race, color, creed, religion, sex, sexual orientation, marital status, an ancestry, national origin or physical or mental handicap.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that PAC 14 Inc. is an independent contractor and that no relationship of principal/agent or employer/employee exists between the City and PAC 14 Inc.. If in the performance of this Agreement any third persons are employed by PAC 14 Inc., such persons shall be entirely and exclusively under the control, direction and supervision of PAC 14 Inc.. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment shall be determined by PAC 14 Inc. and the City shall have no right or authority over such persons or terms of employment.

SECTION 11. ASSIGNMENT AND SUBLETTING. Neither this Agreement nor any interest herein shall be assigned or transferred by PAC 14 Inc., except as expressly authorized in writing by City.

SECTION 12. QUARTERLY AND ANNUAL REPORTS.

A. Quarterly Reports. PAC-14 shall submit a quarterly report to the City no more than 30 days after the end of each calendar quarter. This report shall contain, at a minimum, the following information:

1. Statistics on programming and services for the previous quarter.
2. Quarterly financial statements.

B. Annual Reports. Prior to September 15 of each year, PAC 14 Inc. shall submit to City an annual report for the preceding fiscal year (July 1 - June 30). This report shall contain, at a minimum, the following information:

1. Statistics on programming and services provided;
2. Current and complete listing of Grantees' Board of Directors;
3. Year-end financial statements audited prepared by an independent certified public accountant.

SECTION 13. RECORDS, FISCAL AUDIT.

- A. PAC 14 Inc. shall maintain all necessary books and records, in accordance with generally accepted accounting principles.
- B. Upon reasonable request from City, PAC 14 Inc. shall, at any time during normal business hours, make available all of its records with respect to all matters covered by this Agreement.
- C. PAC 14 Inc. shall prepare (or have prepared) and submit to the City a fiscal audit by a certified public accountant, at least every four 4 years.
- D. PAC 14 Inc. agrees to provide to the City a copy of the audit report in any year in which an audit is conducted.

SECTION 14. FUNDING AND OTHER RESOURCES. The City agrees to make the following funds and resources available to PAC 14 Inc.

A. PEG Channel Capacity/Bandwidth

1. Comcast has dedicated certain channel capacity for PEG access use (1 Public, 1 Educational, and 1 Governmental). The City agrees to permit PAC 14 Inc. to manage that channel capacity for PEG access programming purposes.
2. In order to provide equivalent PEG access services to all residents of the City regardless of their chosen cable/video franchisee, if the City grants a franchise to provide cable/video services to any other entity during the term of this Agreement, PAC 14 shall have the responsibility of managing the channel capacity for PEG access programming purposes delineated in the franchise agreement with such other entity.

B. Funding for PEG Access from Cable/Video Franchisee(s)

1. In accordance with this agreement the City agrees to act as an enabling partner with PAC 14 Inc. to obtain PEG access funding from the cable/video franchisees in a manner consistent with local, state, and federal law.
2. During the term of this Agreement, the City agrees to provide to PAC 14 Inc. all funds that it receives from Comcast (or any other future cable/video franchisee) for PEG access purposes. PAC 14 Inc. shall utilize such funds for the purchase of equipment and for the purposes delineated in this Agreement. Upon receipt of any such funds from the cable/video franchisee(s), the City shall transfer said funds to PAC 14 Inc. within thirty (30) days written notice by PAC 14 Inc. to the City requesting the funds.

C. Funding for PEG Access from the City.

1. The City shall provide support for PAC 14 Inc. through the dedication of a percentage of the cable/video franchise fees received by the City from Comcast as provided in Section 5.22.270.A. of the Salisbury Municipal Code and any future entity granted a franchise to provide cable/video service in the City of Salisbury. These funds shall be disbursed to PAC 14 on a quarterly basis, in accordance with the timeline specified in Section 17 of this Agreement.

SECTION 15. ANNUAL PLAN AND BUDGET.

- A. On or before December 1 of each year in which this Agreement is in effect, City shall provide PAC 14 Inc. with an estimate of the percentage of the franchise fees as provided in Section 5.22.270.A. of the Salisbury Municipal Code that will be available to PAC 14 Inc. for the upcoming fiscal year. As used herein, the fiscal year begins on July 1 and ends on June 30.
- B. On or before January 30 of each year in which this Agreement is in effect, PAC 14 Inc. shall provide to the City an Annual Plan and Budget outlining activities and programs planned for the following fiscal year with funds and channel(s) received from the City. Such plan shall contain:
 1. A statement of anticipated number of hours of local original PEG access programming;
 2. Training classes to be offered and frequency of classes;
 3. Other access activities planned by PAC 14 Inc.; and
 4. A detailed operating and capital equipment and facilities budget.

SECTION 16. EXPENDITURE OF FUNDS. PAC 14 Inc. shall spend funds received from City solely for the purposes listed in its Annual Plan and Budget and Section 1 (Scope of Services) of this Agreement. Funds not expended in the year covered by the Annual Budget and Activities Plan may be carried over by PAC 14 Inc. into succeeding years. Upon termination of this Agreement all funds of any kind received from City and not expended by PAC 14 Inc. shall be returned to City. PAC 14 Inc. shall provide for such fiscal control and accounting procedures as are necessary to assure proper disbursement and accounting for funds received from City.

SECTION 17. RECEIPT OF APPROVED FUNDING. For each year in which Grantee has submitted the Annual Access Activities Plan and Budget to the City as required under Section 15 of this Agreement, City shall make quarterly payments to PAC 14 Inc. Those payments shall be made on or before the first month of each quarter or July 1, October 1, January 1, and April 1. The payments to PAC 14 Inc. shall reflect a percentage of the franchise fee payments received from Comcast as provided in Section 5.22.270.A. of the Salisbury Municipal Code and any future entity granted a cable/video franchise to serve the City.

SECTION 18. FUNDING FROM OTHER SOURCES. PAC 14 Inc. may, during the course of this Agreement, receive supplemental funds from other sources, including, but not limited to fundraising activities.

SECTION 19. TERM OF AGREEMENT. This Agreement shall be for a period commencing on January 1, 2010 and ending in accordance with the effective end date of the current Comcast contract, January 10, 2013. This Agreement may be extended, and/or amended, by mutual agreement of the City and PAC 14 Inc., in writing in accordance with Section 21 of this Agreement.

SECTION 20. TERMINATION OF AGREEMENT: TRANSFER OF ASSETS.

- A. The City shall have the right upon one hundred twenty (120) days written notice to PAC 14 Inc. to terminate this Agreement for:
1. Breach of any provision of this Agreement by PAC 14 Inc.;
 2. Malfeasance, misfeasance, misappropriation of public funds; or
 3. Loss of 501(c)(3) status by PAC 14 Inc.
- B. PAC 14 Inc. may avoid termination by curing any such breach to the satisfaction of the City within one hundred twenty (120) days of notification or within a time frame agreed to by the City and PAC 14 Inc. The City may also terminate this Agreement at the expiration of its term, or any extension thereof.
- C. Upon termination of this Agreement, PAC 14 Inc. shall immediately transfer to the City all equipment, real property, fixtures, contracts, leases, deposit accounts or other assets received by or purchased by PAC 14 Inc. with funds received pursuant to this Agreement.

SECTION 21. EXTENSION OF AGREEMENT. This Agreement may be extended and/or amended pursuant to the following process:

- A. If PAC 14 Inc. seeks an extension of this Agreement it shall on or before 120 days prior to the end of the agreement submit to the City a letter of intent requesting extension.
- B. On or before 90 days prior to the end of the agreement, the City shall respond to PAC 14 Inc.'s letter of intent to request extension. If the City intends to refuse to extend the Agreement, it shall explain the reasons for this

decision in its response to PAC 14 Inc.. The City may not refuse to extend the contract based upon a failure of PAC 14 Inc. to comply with the terms of this Agreement unless the City has provided PAC 14 Inc. a notice of its failure to comply with the terms and the opportunity to cure said noncompliance.

SECTION 22. TIME. Time is of the essence in this Agreement and for the performance of all covenants and conditions of this Agreement.

SECTION 23. COOPERATION. Each party agrees to execute all documents and do all things necessary and appropriate to carry out the provisions of this Agreement.

SECTION 24. APPLICABLE LAW. This Agreement shall be interpreted and enforced under the laws of the State of Maryland.

SECTION 25. NOTICES. All notices and other communications to be given by either party may be given in writing, depositing the same in the United States mail, postage prepaid and addressed to the appropriate party as follows:

To City of Salisbury:

To PAC 14 Inc.:

Any party may change its address for notice by written notice to the other party at any time.

SECTION 26. ENTIRE AGREEMENT. This Agreement is the entire agreement of the parties and supersedes all prior negotiations and agreements whether written or oral. This Agreement may be amended only by written agreement and no purported oral amendment to this Agreement shall be valid.

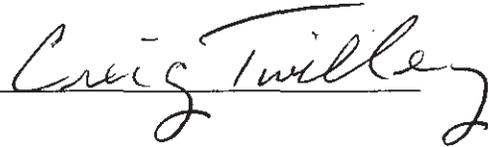
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

CITY OF SALISBURY
a municipal corporation

By: 

Date: 1/11/11

PAC 14 Inc. a nonprofit corporation

By: 

Date: 1-12-11

INTER

OFFICE

MEMO

Office of the Mayor

To: City Council
From: John R. Pick 
Subject: Request to Amend PAC 14 Contract
Date: January 4, 2011

In accordance with the discussion at the December 6, 2010 work session, attached is a copy of the PAC 14 Contract that has been amended as follows:

- 1) Section 12.B.3 has been revised to eliminate the requirement for an annual audit. The new requirement will be for "year-end financial statements prepared by an independent certified public accountant" (emphasis added) on an annual basis. This change will make this section consistent with Section 13.C, which requires an audit prepared by a CPA only every four (4) years.
- 2) Section 13 has been revised to require that a copy of the audit is provided to the City in any year in which an audit is conducted.

Also as requested by Council at this work session, attached is a letter from Dan O'Connell explaining the difference between a financial statement and an audit.

cc: Mayor Ireton
Phil Tilghman
Lore' Chambers
Pam Oland
Brenda Colegrove



PKS & Company, P.A.

Pigg, Krahl & Stern

**Certified Public Accountants
& Advisors to Business**

SUSAN P. KEEN, CPA
MICHAEL C. KLEGER, CPA
JEFFREY A. MICHALIK, CPA
DANIEL M. O'CONNELL II, CPA
JAMES Y. PIGG, CPA, EMERITUS
JEFFERY D. PRUITT, CPA
JOHN M. STERN, JR., CPA

January 4, 2011

Mr. John Pick, City Administrator
City of Salisbury
125 N. Division St.
Salisbury, MD 21801

www.pkscpa.com

RE: PAC 14, Inc.

Salisbury

1801 SWEETBAY DRIVE
P.O. BOX 72
SALISBURY, MD 21803
TEL: 410.546.5600
FAX: 410.548.9576

Ocean City

12308 OCEAN GATEWAY, UNIT #5
OCEAN CITY, MD 21842
TEL: 410.213.7185
FAX: 410.213.7638

Dear John:

At your request I am writing as a follow-up to my letter dated January 19, 2010 on behalf of our client, PAC 14, Inc. In my original letter I asked that the City reconsider its current requirement that PAC 14, Inc, have an annual financial statement audit and recommended the City follow the rules imposed by the State of Maryland for non-profit agencies which requires agencies have a financial statement review once charitable contributions reach two-hundred thousand dollars (\$200,000) per year and an *audit* once charitable contributions reach five-hundred thousand dollars (\$500,000) per year. For purposes of this requirement, contributions from government are not included in the calculation of the income threshold.

When CPAs prepare or assist in preparing financial statements, they are required under professional standards to issue a report on those financial statements. This report can be one of three types: an *Audit*, a *Review* or a *Compilation*. Simply put, an *Audit* is the most complex service where the CPA gives an *opinion* on the accuracy of the financial statements; a *Review* provides *limited assurance* that the financial statements are presented accurately; and a *Compilation* is the presentation of information in the form of financial statements *without assurance* as to the validity of the numbers presented. Attached please find a more detailed article on the differences between these three levels. None of these are designed to detect fraud, assess the risk of fraud or report on fraud.

Currently PAC 14, Inc. has retained our Firm to provide comprehensive accounting services including keeping computerized records of all transactions, issuing all accounts payable and payroll checks, reconciling bank accounts and providing management reports. These services are provided in our office in lieu of the organization hiring a less experienced in-house bookkeeper. In addition, we helped design an accounting manual which outlines the controls and authorization procedures they adhere to. While we do not test the internal controls or provide assurance of these controls, we will question any unfamiliar transactions we may observe and discuss it with the Executive Director and, if necessary, a board member. Finally, we *compile* financial statements annually for Pac 14, Inc.

MEMBERS OF:

AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MARYLAND ASSOCIATION OF
CERTIFIED PUBLIC ACCOUNTANTS

DELAWARE SOCIETY OF
CERTIFIED PUBLIC ACCOUNTANTS

PKF INTERNATIONAL

Although the ultimate financial statement prepared for PAC 14, Inc. is only a *compilation*, since they have engaged our Firm to provide the procedures above the accuracy of their financial statements should be far superior to most comparable *compiled* financial statements because an experienced outside accounting professional records every transaction in the accounting records. Although an audit is a valuable service to most non-profit agencies, the requirement is typically cost prohibitive to organizations of this size. It has been my recommendation to the Board to structure their accounting in this fashion while they are small as it is more cost beneficial to have an outside CPA firm be in control of the records throughout the year versus having a paid bookkeeper on staff and a CPA firm audit the records after the year has closed. As the organization grows and contributions increase it will be necessary to change this structure to a more conventional bookkeeper/CPA firm relationship.

Upon your review please feel free to call me with any questions or additional concerns. If needed, I can come to a Council work-session to answer any additional questions.

Very truly yours,



Daniel M. O'Connell II, CPA/PFS, CVA
Partner

cc: Mr. Phil Tilghman, Chairman PAC 14, Inc.

A Brief Comparison of Compilation, Review and Audit Services

Nonprofit organizations, just like other corporations, must prepare reports on their financial performance. These reports help management make operating and strategic decisions. They also provide outsiders, such as funders and oversight bodies, with the information necessary to evaluate the agency's operations.

Since not all organizations need the same level of evaluation, Certified Public Accountants (CPAs) have developed three different levels to cover different requirements and situations. These are: compilation, review and audit. Each successive level requires a greater amount of testing and analysis and is consequently more expensive.

A **compilation** involves assembling financial data from an agency's own accounting records and presenting it in the form of financial statements. Some programs have the software and personnel to prepare their own statements while some hire outside help to do it. In either case, the information has not been reviewed by a CPA. Since no qualified person outside the organization has evaluated the data, no assurance as to its accuracy is provided. A compilation is very useful in setting and evaluating internal goals but funders place little reliance in it as proof that "all is well" with a program.

A **review** goes into somewhat greater detail. It includes an evaluation of the program's financial statements based on questions asked of management, various analytical procedures and comparisons to similar agencies. The scope of a review is less than an audit but it does provide what is known as "limited assurance" that nothing serious came to the CPA's attention. As part of a review, accountants sometimes suggest changes in the way financial information is presented to bring statements closer to Generally Accepted Accounting Principles. A review done by a CPA provides closer scrutiny of agency finances than a compilation but it still falls short of the level of assurance required by many major funders.

An **audit** is the highest level of service which a CPA typically provides. It involves a critical review of management (and often directors, as well) and independent verification of selected pieces of financial information. An audit represents an independent, professional opinion from a CPA confirming the accuracy of the financial statements and any conclusions drawn from them. An audit offers an independent assessment of the agency's operations. It provides what is known as the "highest level of assurance" about the reliability of the agency's financial statements. An audit sometimes includes specific suggestions for changes in the way the agency is operated, either to bring it closer to the way similar organizations are run or to enhance internal controls. With the current emphasis on accountability in the nonprofit sector, funders are requiring audits with increasing frequency.

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 20th. 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: _____

1
2 RESOLUTION NO. _____
3

4 A RESOLUTION OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR OR THE
5 CITY ADMINISTRATOR TO SIGN THE DONATION AGREEMENT TO ACCEPT THE
6 DONATION OF THE REAL PROPERTY LOCATED AT 806 NORTH DIVISION STREET,
7 SALISBURY, MARYLAND 21801, FROM WELLS FARGO BANK, N.A.
8

9 WHEREAS, the City of Salisbury is interested in obtaining foreclosed and/or abandoned
10 properties which create a blighting influence on our neighborhoods, so that said properties may
11 be either rehabilitated for resale, or demolished to make way for new construction; and
12

13 WHEREAS, Wells Fargo Bank, N.A., acquired the property located at 806 North
14 Division Street, Salisbury, Maryland 21801, through the process of foreclosure; and
15

16 WHEREAS, Wells Fargo Bank, N.A. has offered to donate the property at 806 North
17 Division Street to the City of Salisbury; and
18

19 WHEREAS, Wells Fargo Bank has agreed to pay all closing costs associated with the
20 transfer of the property, including but not limited to attorney's fees, agents fees, and recording
21 costs; and
22

23 WHEREAS, Wells Fargo Bank has agreed to pay all utility bills that are due and all taxes
24 that are due on the property up to the date of closing; and
25

26 WHEREAS, Wells Fargo Bank has also agreed to provide a \$10,000 Seller Concession to
27 the City of Salisbury upon closing.
28

29 NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Salisbury,
30 Maryland does hereby authorize the Mayor or the City Administrator to sign the Donation
31 Agreement to accept the donation of the real property located at 806 North Division Street,
32 Salisbury, Maryland 21801 from Wells Fargo Bank, N.A.
33

34 THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting
35 of the Council of the City of Salisbury held on this 11th day of May, 2015 and is to become
36 effective immediately upon adoption.
37
38

39 ATTEST:
40

41 _____
42 Kimberly R. Nichols
43 CITY CLERK
44
45

46 _____
47 Jacob R. Day
48 PRESIDENT, City Council
49

46 APPROVED by me this _____ day of May, 2015
47
48

49 _____
50 James Ireton, Jr.
51 MAYOR, City of Salisbury



City of Salisbury – Wicomico County

DEPARTMENT OF PLANNING, ZONING AND COMMUNITY DEVELOPMENT
P.O. BOX 870
125 NORTH DIVISION STREET, ROOMS 203 & 201
SALISBURY, MARYLAND 21803-4860
410-548-4860
FAX: 410-548-4955



JAMES IRETON, JR
MAYOR

BOB CULVER
COUNTY EXECUTIVE

TOM STEVENSON
CITY ADMINISTRATOR

R. WAYNE STRAUSBURG
DIRECTOR OF ADMINISTRATION

To: Tom Stevenson
City Administrator

From: Jack Lenox
Planning Director

Re: Feldman's Site Plan/Public Access Improvements

Date: April 10, 2015

As discussed, the historic renovation of the former Feldman's property is actively underway. Minor revisions to the approved bio-retention area and impervious surface calculations have recently been submitted and approved by City Public Works. As shown on the enclosed plan, this facilitates the inclusion of public access improvements from Mill Street to and along the bulkhead area.

It is the intention of the developer to complete all referenced improvements as part of the site development. Upon completion, an as-built plan will be prepared to define an area for public conveyance, presently anticipated to be in fee simple. Final acceptance will be subject to review by Mr. Tilghman, and action of the Mayor and Council.

Please let me know if I can do anything else to assist.

Thank you.

WICOMICO RIVER
(EAST BRANCH)
N.M.M.P. = 2074 N.W. = 23
(192 N.E.V. CO. 1928-10057)

MILL STREET

EXISTING BUILDING

FF=7.20

100' CECSA BUFFER

WEST MARKET STREET

CAMDEN STREET

NOTE THE BIODIVERSITY AREA IS TO BE PROTECTED AT ALL TIMES DURING CONSTRUCTION

NOTE RIP-RAP FLUMES TO BE CLASS 1 RIP-RAP UNDERLAIN WITH NON-WOVEN GEOTEXTILE

N/F CITY OF SALISBURY
1023/49
TAX MAP 107
PARCEL 1086

N/F KEITH W. & ELIZABETH M HENRY
1344/863
TAX MAP 107
PARCEL 1087

EXISTING PARKING AREA TO BE TILLED RE-GRADED AND PAVED

PROPOSED SIDEWALK

EXISTING PAVED AREA TO BE UTILIZED

STOCKPILE AREA FOR EXISTING AREA TO BE UTILIZED AND RECYCLED

PROPOSED 6' WIDE RIVERWALK

PROPOSED EASEMENT OR PROPERTY LINE

NOTE: END OF PAVEMENT WITH AN ACRES CURB CURVED TO MATCH ADJACENT

NOTE RIP-RAP FLUMES TO BE CLASS 1 RIP-RAP UNDERLAIN WITH NON-WOVEN GEOTEXTILE

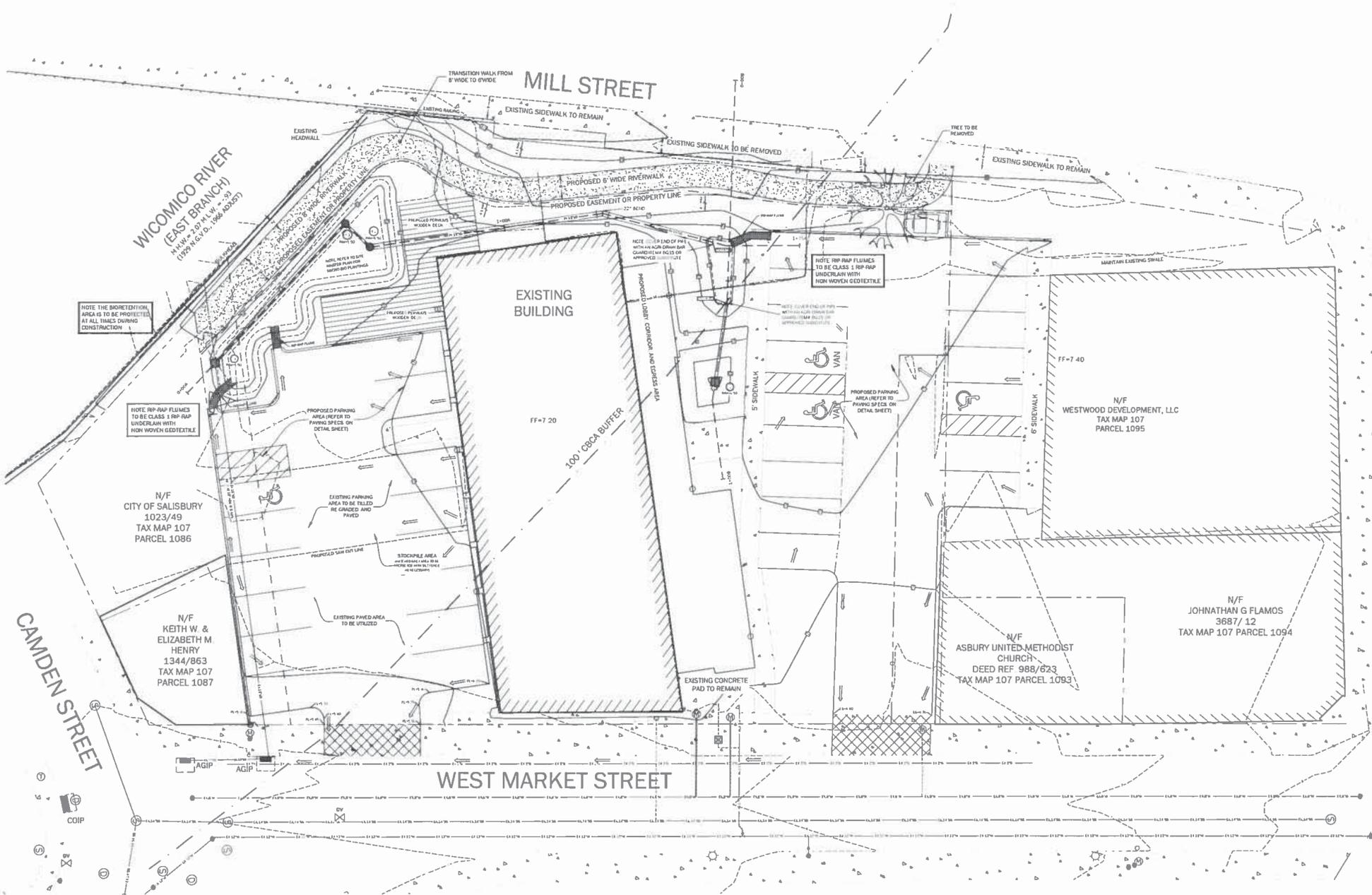
NOTE COVER CHANNEL WITH METALLIC GRATE OR CONCRETE GRATE OR APPROVED SUBSTITUTE

PROPOSED PARKING AREA REFER TO PAVING SPEC. ON DETAIL SHEET

N/F ASBURY UNITED METHODIST CHURCH
DEED REF 988/623
TAX MAP 107 PARCEL 1093

N/F WESTWOOD DEVELOPMENT, LLC
TAX MAP 107
PARCEL 1095

N/F JOHNATHAN G FLAMOS
3687/12
TAX MAP 107 PARCEL 1094



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.

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

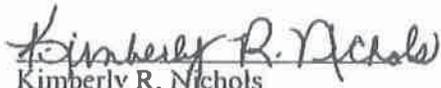
WHEREAS, as elected representatives of the City of Salisbury, we have a significant responsibility to provide leadership which will seek community-based sustainable solutions to strengthen our community.

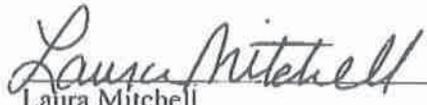
NOW, THEREFORE BE IT RESOLVED, that to focus attention and effort within the City of Salisbury on matters of sustainability, the Council of the City of Salisbury, Maryland wishes to pursue local initiatives and actions that will lead to Sustainable Maryland Certified Municipal Certification.

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.

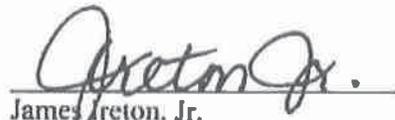
THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 13 day of October, 2014 and is to become effective immediately upon adoption.

ATTEST:


Kimberly R. Nichols
CITY CLERK


Laura Mitchell
VICE PRESIDENT, City Council

APPROVED by me this 14th day of October, 2014


James Ireton, Jr.
MAYOR, City of Salisbury



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

ACTION ITEM	POINTS
LOCAL ECONOMIES (CONTINUED)	
Green Business Certification Program	15
Green Purchasing	
Green Purchasing Policy (pre-requisite)	15 P
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
Innovative Demonstration Projects	5 to 20
NATURAL RESOURCES	
Watershed Stewardship	
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 P
Stormwater Management	
Stormwater Management Program	15 P
Stormwater Manager/Coordinator	15
Stormwater Fee Structure	20
Septic Management	
Septics System Assessment and Inventory	15
Septics System Management Plan	20
Dedicated Septic System Fund	20
Water Conservation	
Develop a Water Conservation Plan	15
Develop a Water Conservation Outreach Program	10
Tree City USA	15
Pet Waste	
Implement a Pet Waste Education Program	5
Develop a Pet Waste Program	5
Adopt a Pet Waste Ordinance	5
Innovative Demonstration Projects	5 to 20
PLANNING AND LAND USE	
Participation in DHCD Sustainable Communities	20
Housing and the Comprehensive Plan	10
Land Preservation	
Conduct Easement Outreach that Encourages Inspection, Evaluation, and Stewardship	15
Build Easement Inventory	10
Innovative Demonstration Projects	5 to 20

P denotes Priority Action M denotes Mandatory Action

To learn more visit

www.sustainablemaryland.com



Environmental Finance Center
www.efc.umd.edu



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



**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.

Brigg Cunningham (CES)
Center for Environment and Society

12/10/13
Date


City of Salisbury

12/9/13
Date

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33

CITY OF SALISBURY
RESOLUTION NO. ____

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

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

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

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

Responsibilities. The Green Team shall:

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

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

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

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

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

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

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

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

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

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

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

76 ATTEST:

77

78 _____
79 Kimberly R. Nichols, City Clerk

Jacob Day, City Council President

80

81

82

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

84

85

86 _____
87 James Ireton, Jr., Mayor