



MARYLAND

**SALISBURY CITY COUNCIL
WORK SESSION AGENDA**

**MAY 18, 2015
COUNCIL CHAMBERS
GOVERNMENT OFFICE BUILDING**

- 1:30 p.m. Maryland Broadband Resolution/Discussion – Amanda Pollack/Drew VanDopp
- 2:00 p.m. Fiber Optics Downtown – Ordinance – Julia Glanz/Amanda Pollack
- 2:15 p.m. Main Street Masterplan Update – Mike Moulds
- 2:45 p.m. 100 N. Division Street Stair Request – Recommendation – Mike Moulds
- 3:00 p.m. Splashbury Presentation – Brad Gillis/David Plotts
- 3:15 p.m. City Park Committee By-law Changes – Resolution – City Park Committee Members
- 3:45 p.m. Budget Amendment for Ammunition – Dave Meienschein
- 4:00 p.m. 4-4, 4-3 Amortization – Ordinance – Susan Phillips
- 4:30 p.m. Funding to Acquire Properties at Tax Sale – Budget Amendment
- 5:00 p.m. Community Development Initiative Discussion – Mayor Ireton
- 5:30 p.m. Council discussion
- 5:45 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).*

INTER

OFFICE

MEMO

OFFICE OF THE MAYOR

To: Tom Stevenson, City Administrator
From: Julia Glanz, Assistant City Administrator
Subject: Maryland Broadband Fiber MOU Agreement
Date: May 13, 2015

Attached you will find a draft MOU which would allow the City of Salisbury to enter into an agreement with Maryland Broadband Corporative (MDBC) to bring fiber optic cable to Downtown Salisbury. In conjunction with the Main Street Masterplan now is the perfect time to move forward with this process.

As the Main Street Master plan is helping with the renaissance of Downtown Salisbury, fiber optic cable is another component that is crucial to bringing and keeping businesses Downtown. Cities across America are taking advantage of fiber as a tool to recruit and retain businesses and are investing the resources upfront to accomplish this goal.

The proposed footprint for fiber optic cables is on Main Street, from Route 13 to Mill Street, to include the Port Authority Building, and from Main Street to Route 50, on North Division Street. While the Downtown is under construction for the Main Street Masterplan our Public Works Department would install the fiber optic cables. Upon completion the MDBC would be responsible for maintenance and repairs to the cables. Each business or home Downtown would have the opportunity to utilize the fiber connection.

The City has been working closely with Drew Van Dopp of MDBC to move forward with this process. We hope the Council will see its value in our community. Unless you or the Mayor have any further comments, please forward this memo and the attachments to the Council for their discussion and consideration at a work session.

Attachment: Draft MOU
Resolution to enter into an MOU with MDBC



MARYLAND BROADBAND COOPERATIVE, INC.
Expanding Network Opportunities



**Salisbury City Council Work Session
Introduction of MdBC and the Value of Fiber
Salisbury, Maryland**

May 18, 2015



What is Maryland Broadband?



- **501(c)12 Non-profit**
 - **Formed in 2006 under the consumer cooperative law**
 - **Our members are private sector, public sector and non-profits**
 - **Have over 90 members nearly 2/3 are ISPs**
- **Growth Oriented Middle Mile/Wholesale Model**
 - **Mdbc brings world class high speed internet transport**
 - **Members deliver end user/retail services to homes and businesses**
- **Regional Broadband Open Access Network**
 - **Now have 1,600 route miles of backbone**
 - **26 POPs across MD/VA**
 - **Provide transport or internet from Baltimore, McLean and Ashburn**
 - **Deliver wholesale symmetrical capacity at up to 100GB**



Why is fiber important?



- Fiber as a telecommunications transport medium allows for speeds and capabilities that physically cannot be supported by copper, coax, or microwave.
- Think of copper and coax as the ferries and drawbridges that we used before the Bay Bridge, Kent Narrows and Choptank bridges were built. The old way worked, and we learned to plan our day around their limitations.....but the new way is a whole lot better.
- Cell services of 4G and higher require an all fiber network.
- Optical signaling allows operators to use bands of color to carry multiple high-speed signals down the same single fiber. Electrical signals across copper based networks cannot do that.
- Ultimately, fiber optic infrastructure is less expensive, has better performance and is infinitely more scalable.



Cities Are Investing in Fiber



- From Palm Coast, FL to Chattanooga, TN to Santa Monica, CA more than 135 cities across the country are building or have built fiber networks.
- Typically, those investing in broadband infrastructure are small to midsize cities in 37 states.
- Some large cities are getting involved as well, such as Seattle and Chicago.
- Cities are investing in this infrastructure, because they see:
 - **Areas that are stagnating, either economically or socially**
 - **Incumbent service providers that are unresponsive**
 - **Job growth opportunities that choose other communities**



Why install the fiber now?



- Broadband is the 4th Utility. Since the City is investing millions in upgrading the other 3 as part of the Streetscape revitalization project, it could be an opportunity missed to not upgrade broadband fiber as well.
- Indeed, if the City does not install fiber as part of Streetscape it may never do it.
- To install the planned assets after the Streetscape project has completed will cost 8-10 times what it will cost to do now.
- It will place Salisbury on a short list of communities that can attract the types of businesses that require Gigabit and greater high-speed internet capabilities.



Maryland Broadband Contact



Drew Van Dopp
Vice President, Strategic Partnerships
Maryland Broadband Cooperative

dvandopp@mdbc.us

410-341-6322

1 MEMORANDUM OF UNDERSTANDING

2 between

3
4 City of Salisbury

5 and

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7 Maryland Broadband Cooperative, Inc.

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

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

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

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

29
30 Whereas, subject to Paragraph 31 below (relating to Relationship of the Parties), the
31 purpose of this Agreement is to develop a collaboration between the parties on the matters set
32 forth herein.

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

3 **1. SALE OF FIBER SYSTEM BY CITY TO MDBC**

4 A. Upon the completion of the construction, and the completion of testing, of the Fiber
5 System, in consideration of the sum of One Dollar (\$1.00) and other good and valuable
6 consideration, the receipt and sufficiency of which are hereby acknowledged, the City agrees to
7 sell, grant, transfer, deliver and convey to MDBC, its successors and assigns to have and to hold
8 the same forever, all of the City’s rights, title and interest in and to, as well as good and
9 marketable title to, the Fiber System.

10 B. The said sale of the Fiber System by the City to MDBC shall be consummated and
11 closed on a date mutually agreed to by the parties (hereinafter referred to as the “Closing Date”),
12 taking place promptly after the completion of the construction, and the completion of testing, of
13 the Fiber System, through the execution and delivery of a Bill of Sale by the City substantially in
14 the form as **EXHIBIT 2**, which is attached and made a part of this Agreement. As a part of the
15 closing of the said sale of the Fiber System by the City to MDBC, the City shall execute and
16 deliver an Easement Agreement substantially in the form as **EXHIBIT 3**, which is attached and
17 made a part of this Agreement.

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

20 D. To the extent that the Fiber System is constructed and completed in multiple phased
21 steps, the parties by mutual agreement may determine to consummate and close the sale of the
22 Fiber System with multiple closings, with the City executing and delivering a separate Bill of
23 Sale at each such closing for each corresponding portion of the Fiber System then completed.
24

25 **2. NO ASSUMPTION OF LIABILITIES OR OBLIGATIONS**

26 Notwithstanding anything to the contrary in this Agreement, the MDBC shall not assume
27 any liabilities or obligations of the City and nothing herein shall be construed as imposing any
28 liability or obligation upon MDBC other than those specifically provided for herein.
29
30

1 **3. MAINTENANCE PROCEDURE**

2 After the Closing Date, in its sole discretion, MDBC shall have all responsibilities for
3 maintenance, repair and locating of the Fiber System. The MDBC agrees that it shall use all
4 reasonable efforts to perform routine, periodic maintenance work during the City’s normal
5 business hours. The City acknowledges that, after the Closing Date, MDBC shall have the right
6 to access the Fiber System twenty-four (24) hours a day, seven (7) days a week, for installation
7 and maintenance, provided such access does not negatively impact City operations. Prior to all
8 visits, the MDBC shall, if so notified by the City, conform with the reasonable notice provisions
9 promulgated by the City from time to time, and telephone the City’s so designated authorized
10 representative at a telephone number, all as set forth in the written notice to be provided by the
11 City to MDBC, or any such other fully authorized person as the City may designate in writing
12 from time to time.

13
14 **4. REMEDY OF INTERFERENCE**

15 The MDBC guarantees that in the event any of its operations interferes in any way
16 with the operation of the City, it shall remedy the interference to the reasonable satisfaction of
17 the City. The MDBC shall provide the City with an emergency telephone number(s) by which
18 the City can contact a responsible employee, agent, or representative of the MDBC twenty-four
19 (24) hours a day, seven (7) days a week. EXCEPT AS SET FORTH IN THE FOREGOING
20 SENTENCE, MDBC MAKES NO WARRANTY, EXPRESS OR IMPLIED, HEREUNDER,
21 INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A
22 PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY
23 DISCLAIMED.

24
25 **5. REVENUE SHARING, PAYMENTS AND AUDITS**

26 A. The MDBC shall pay to the City a portion of the revenue generated from MDBC’s
27 leasing of dark fiber in the Fiber System. The rate or rates charged by MDBC may be
28 established and set by MDBC in its sole discretion. The portion of the revenue payable to the
29 City by MDBC shall be equal to fifty percent (50%) of the lease amount paid by MDBC
30 members on a monthly basis for utilization of dark fiber in the Fiber System. If requested by the
31 City, a copy of all such member agreements shall be provided to the City, provided however, that

1 the user name and such other information as required, may be redacted should MDBC determine
2 in its sole discretion that confidentiality requires so.

3
4 B. All fee payments are to be paid within 30 days of receipt of payments from MDBC
5 members. The MDBC will provide quarterly reports identifying dark fiber optic cable usage and
6 revenue generated to the City. The MDBC will also allow the City, at the City's expense, to
7 audit the physical fiber optic infrastructure and financial records no more than twice per calendar
8 year to verify payments due under this Agreement. Any fee payments due for any partial annual
9 period shall be prorated. The MDBC shall make a reasonable attempt to recover all payments
10 due from its members for leasing the dark fiber. In the event a member does not provide
11 payment and service is discontinued, the MDBC shall not be responsible for past due amounts
12 for that member. Service shall be discontinued after 90 days in default, unless special
13 circumstances are documented and provided in writing to the City.

14
15 **6. CITY USE OF FIBER SYSTEM STRANDS**

16 After the Closing Date, without cost to the City, MDBC will provide the City with the
17 use of twelve (12) strands of the Fiber System for the use of the City in its sole discretion in its
18 municipal operations. These twelve (12) strands of the Fiber System will not be leased, licensed,
19 assigned or traded by the City with or to any third party. All ownership right, title and interest in
20 the aforesaid twelve (12) strands of the Fiber System shall at all times after the Closing Date
21 remain exclusively with MDBC.

22
23 **7. LIMITED USE OF RIGHT-OF-WAY**

24 The MDBC shall have the right to use the City rights-of-way for the purposes of
25 installing, maintaining, repairing and operating the Fiber System and uses incidental thereto.

26
27 **8. LIABILITY**

28 A. The MDBC shall indemnify and hold the City and its employees or agents harmless
29 against any claim or liability for loss from personal injury or property damage resulting from or
30 arising out of the use of the Fiber System by the MDBC, its servants or agents, excepting,

1 however, such claims or damages that may be caused by the acts or omissions of the City or its
2 employees or agents.

3
4 B. The City shall indemnify and hold MDBC and its employees or agents harmless
5 against any claim or liability for loss from personal injury or property damage resulting from or
6 arising out of the use of the Fiber System by the City, its servants or agents, excepting, however,
7 such claims or damages that may be caused by the acts or omissions of MDBC or its employees
8 or agents.

9
10 **9. INSURANCE**

11 The MDBC shall maintain comprehensive general liability insurance policy, which
12 names the City as an additional insured, in the amount of at least three million dollars
13 (\$3,000,000.00) combined single limit for personal injury and property damage liability per
14 occurrence in the aggregate.

15
16 **10. FORCE MAJEURE**

17
18 Except as may be otherwise specifically provided in this Agreement, neither party shall
19 be in default under this Agreement if and to the extent that any failure or delay in such party's
20 performance of one or more of its obligations hereunder is caused by any of the following
21 conditions, and such party's performance of such obligation or obligations shall be excused and
22 extended for and during the period of any such delay: act of God; fire; flood; fiber, cable, conduit
23 or other material failures, shortages or unavailability or other delay in delivery not resulting from
24 the responsible party's failure to timely place orders therefore; lack of or delay in transportation;
25 government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder; or
26 any other cause beyond the reasonable control of such party (each a "Force Majeure Event").
27 The party claiming relief under this paragraph shall notify the other in writing of the existence of
28 the event relied on and the cessation or termination of said event.

29
30 **11. COMPREHENSIVE EXCLUSIVITY OF ALL AGREEMENTS**

31 It is agreed and understood that this Agreement contains all agreements, promises, and
32 understandings between the City and the MDBC, and that no verbal or oral agreements,

1 promises, understandings, or warranties of any kind shall be binding upon either party in any
2 dispute, controversy, or proceeding at law, and any addition, variation, or modification to the
3 Agreement shall be void and ineffective unless made in writing and signed by the authorized
4 representatives of both parties. The Exhibits referred to herein are integral parts hereof and are
5 hereby made a part of this Agreement. To the extent that any of the provisions of any Exhibit
6 hereto are inconsistent with the express terms of this Agreement, the terms of this Agreement
7 shall prevail.

8
9 **12. GOVERNING LAW**

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

12
13 **13. TRANSFER OF RIGHTS AND OBLIGATIONS**

14 A. The MDBC may assign or transfer its rights and obligations arising under this
15 Agreement to any entity legally authorized to operate a communications system, to any of its
16 parents, subsidiaries or affiliates; to the successor by consolidation or merger; to a purchaser of
17 all or substantially all of the MDBC's assets; to any entity which purchases either a majority or
18 controlling interest in the MDBC; and to any partnership in which the MDBC, or any of its
19 parents, subsidiaries or affiliates is a general partner, upon the consent of the City, which consent
20 shall not be unreasonably withheld or delayed, and shall be presumptively granted subject to the
21 condition that the assignee shall ratify and affirm the terms of this Agreement in writing.

22
23 B. In its sole discretion, MDBC shall also have the right to grant third parties leases,
24 licenses and rights to use the Fiber System for the provision of communications services.

25
26 **14. NOTICES**

27 All notices hereunder must be in writing and shall be deemed validly given if sent by
28 overnight mail, hand delivered, and/or certified mail, return receipt requested. If sent by certified
29 mail, notices shall be deemed delivered three (3) days after mailing if addressed as follows (or
30 any other address that the party to be notified may have designated to the sender by like notice):
31

1
2 **MDBC:** **MARYLAND BROADBAND COOPERATIVE, INC.**
3 2129A Northwood Drive
4 Salisbury, MD 21801
5 Attention: Patrick Mitchell, President and CEO
6

7
8 **CITY:** **CITY OF SALISBURY**
9 125 North Division St.
10 Salisbury, MD 21801
11 Attention: Director of Information Technology
12

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

14 To the extent that a court of law would have jurisdiction over this Agreement, the parties
15 hereby waive trial by jury.
16

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

18 No employee of the City or any unit thereof, whose duties as such employee include
19 matters relating to or affecting the subject matter of the Agreement shall, while so employed,
20 become or be an employee of the party or parties hereby contracting with the City or any unit
21 thereof.
22

23 **17. NONDISCRIMINATION IN EMPLOYMENT**

24 The MDBC agrees: (a) not to discriminate in any manner against an employee or
25 applicant for employment because of race, color, religion, creed, age, sex, sexual orientation,
26 marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and
27 extent so as reasonably to preclude the performance of such employment; (b) to include a
28 provision similar to that contained in subsection (a) above, in any underlying subcontract except
29 a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause
30 subcontractors to post in conspicuous places available to employees and applicants for
31 employment, notices setting forth the substance of this clause.
32

1 **18. TERMINATION FOR DEFAULT**

2 If the MDBC fails to materially fulfill its obligations under this Agreement properly and
3 on time, or otherwise violates any material provision of the Agreement, the City may terminate
4 the Agreement by written notice to the MDBC. Notwithstanding the forgoing, upon written
5 notice to MDBC, MDBC shall have a right to cure any such infractions and, providing MDBC
6 diligently pursues corrective action and cures said infractions within thirty (30) days after its
7 receipt of such written notice from the City, the Agreement shall remain in full force and effect.
8 In the event of such a termination by the City, the notice shall specify the acts or omissions relied
9 upon as cause for termination. The City shall pay the MDBC fair and equitable compensation
10 for satisfactory performance prior to receipt of notice of termination, less the amount of damages
11 caused by the MDBC's breach. If the damages are more than the compensation payable to the
12 MDBC, the MDBC will remain liable after termination and the City can affirmatively collect
13 damages. Notwithstanding the forgoing, if any termination of this Agreement by the City takes
14 place after the Closing Date, MDBC shall continue to own all title and interest in and to the Fiber
15 System, and shall continue to quietly enjoy the Fiber System sold, transferred, conveyed,
16 assigned and delivered by the City.

17
18 **21. TERMINATION FOR CONVENIENCE**

19 The performance of work under the Agreement may be terminated by the City in
20 accordance with this clause in whole, or from time to time in part, whenever the City shall
21 determine that such termination is in the best interest of the City. The City will pay all
22 reasonable costs associated with the Agreement that the MDBC has incurred up to the date of
23 termination, and all reasonable costs associated with termination of the Agreement; provided,
24 however, that the MDBC shall not be reimbursed for any anticipatory profits that have not been
25 earned up to the date of termination. Notwithstanding the forgoing, if any termination of this
26 Agreement by the City takes place after the Closing Date, MDBC shall continue to own all title
27 and interest in and to the Fiber System, and shall continue to quietly enjoy the Fiber System sold,
28 transferred, conveyed, assigned and delivered by the City.

1 **22. DELAYS AND EXTENSIONS OF TIME**

2 The MDBC agrees to perform the Agreement continuously and diligently. No charges or
3 claims for damages shall be made by the MDBC for any delays or hindrance, regardless of cause,
4 in the performance of services under the Agreement. Time extensions shall be granted only for
5 excusable delays that arise from unforeseeable causes beyond the reasonable control and without
6 the fault or negligence of the MDBC, including but not restricted to, acts of God, acts of the
7 public enemy, acts of the City in either its sovereign or contractual capacity, acts of another
8 contractor in the performance of a City contract, fires, floods, epidemics, quarantine restrictions,
9 strikes, freight embargoes, or the delay of a subcontractor or supplier arising from unforeseeable
10 causes beyond the reasonable control and without the fault or negligence of either the MDBC or
11 the subcontractor or supplier.
12

13 **23. VARIATIONS IN ESTIMATED QUANTITIES**

14 No equitable adjustment shall be permitted in favor of either the City or the MDBC in the
15 event that the quantity of any pay item in the Agreement is an estimated quantity and the actual
16 quantity of such pay item varies from the estimated quantity stated in the Contract.
17

18 **24. POLITICAL CONTRIBUTION DISCLOSURE**

19 The MDBC shall comply with Election Law Article, §§14-101—14-108, Annotated Code
20 of Maryland, which requires that every person that enters into contracts, leases, or other
21 agreements with the State, a county, or an incorporated municipality, or their agencies, during a
22 calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the
23 State Board of Elections a statement disclosing contributions in excess of \$500 made during the
24 reporting period to a candidate for elective office in any primary or general election. The
25 statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a
26 lease or contract by the State, a City, an incorporated municipality, or their agencies, and shall
27 cover the preceding two calendar years; and (2) if the contribution is made after the execution of
28 a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover

1 the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending
2 July 31.

3
4 **25. RETENTION OF RECORDS**

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

9
10 **26. COMPLIANCE WITH LAWS**

11 The MDBC hereby represents and warrants that:

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

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

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

20 D. It shall obtain, at its expense, all applicable licenses, permits, insurance, and
21 governmental approvals, if any, necessary to the performance of its obligations under the
22 Agreement. The City shall cooperate with the MDBC in its efforts to obtain such licenses,
23 permits, and governmental approvals.

24
25 **27. LIABILITY FOR LOSS OF DATA**

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

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28. REPRESENTATIONS

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

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

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

29. WAIVER

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

30. RULES OF CONSTRUCTION

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

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31. RELATIONSHIP OF THE PARTIES

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

32. SEVERABILITY

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

33. COUNTERPARTS

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

[Signature Page Follows]

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

WITNESS: **CITY OF SALISBURY, MARYLAND**

BY: _____ **(SEAL)**
Name: _____
Title: _____

WITNESS: **MARYLAND BROADBAND COOPERATIVE, INC.**

BY: _____ **(SEAL)**
Patrick Mitchell, President/CEO

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

S. Mark Tilghman, City Attorney

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EXHIBIT 1
FIBER SYSTEM

[insert drawing]

DRAFT

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EXHIBIT 2

BILL OF SALE

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

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

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

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

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

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

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EXHIBIT 3

EASEMENT AGREEMENT

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

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

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

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

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

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

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

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

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

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

8. This Easement shall be construed in accordance with, and governed by, the laws of the State of Maryland without regard to principles of conflicts of laws.

[Signature Page Follows]

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

GRANTOR'S NAME AND SIGNATURE:

CITY OF SALISBURY

By: _____ (SEAL)
Name: _____
Title: _____

ACKNOWLEDGMENT BY GRANTOR

STATE OF MARYLAND

CITY/CITY OF _____

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

Notary Public in and for said State

[SEAL]
My Commission Expires: _____

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GRANTEE'S NAME AND SIGNATURE:

MARYLAND BROADBAND COOPERATIVE, INC.

By: _____ (SEAL)
William Patrick Mitchell
President and CEO

ACKNOWLEDGMENT BY GRANTEE

STATE OF MARYLAND

CITY/CITY OF _____

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

Notary Public in and for said State

[SEAL]
My Commission Expires: _____

Insert Property Exhibits "A" and "B"

INTER

OFFICE

MEMO

OFFICE OF THE MAYOR

To: Tom Stevenson, City Administrator
From: Julia Glanz, Assistant City Administrator
Subject: Fiber Optics Installment Budget Amendment
Date: May 13, 2015

Please find an ordinance for a budget amendment which would allow for the construction and implementation of fiber optic cables in the Downtown area. Fiber optic cables will bring extremely high speed internet to our Downtown. Other cities have seen this as a crucial component for growing an economy. The cost for the project is \$197,520.

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

Attachment: Ordinance- Budget Amendment- Fiber Optics Downtown

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN AMENDMENT OF THE
FY 2015 GENERAL FUND BUDGET TO APPROPRIATE FUNDING TO BRING FIBER OPTIC CABLE
TO DOWNTOWN SALISBURY.

WHEREAS, the City would like to bring fiber optic cable to Downtown Salisbury; and

WHEREAS, the City believes that fiber optic cable is another component that is crucial to
bringing and keeping businesses Downtown; and

WHEREAS, the proposed footprint for optic cables funded by this ordinance is on Main
Street, from Route 13 to Mill Street, to include the Port Authority Building, and from Main Street to
Route 50, on North Division Street; and

WHEREAS, the City intends to enter into an agreement with Maryland Broadband Corporative
(MDBC) which provides for, that upon the completion of installing fiber optic cable, the MDBC would be
responsible for maintenance and repairs to the cables; and

WHEREAS, the City agrees to fund the installation of fiber optic cable in the footprint
described above during the construction of the MainStreet Master Plan project; and

WHEREAS, the City's FY 2015 budget does not contain an appropriation sufficient to cover this
purchase.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
SALISBURY, MARYLAND THAT THE City's Fiscal Year 2015 General Fund Budget be and hereby is
amended so that projects listed in Schedule B – Capital Project Appropriations are hereby appropriated for
Capital Projects.

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

ATTEST:

Kimberly R. Nichols, City Clerk

Jacob R. Day, President
Salisbury City Council

APPROVED BY ME THIS ____ day of _____, 2015.

James Ireton, Jr., Mayor

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Schedule B – Capital Project Appropriations

Project Description	Project Amount	Funding Source					
		Bond Issuance	Existing Bonds	Grants	Donations	Transfer / Pay Go	Funds On Hand
General Capital Project Fund							
Downtown Broadband Fiber Optic	197,520					197,520	

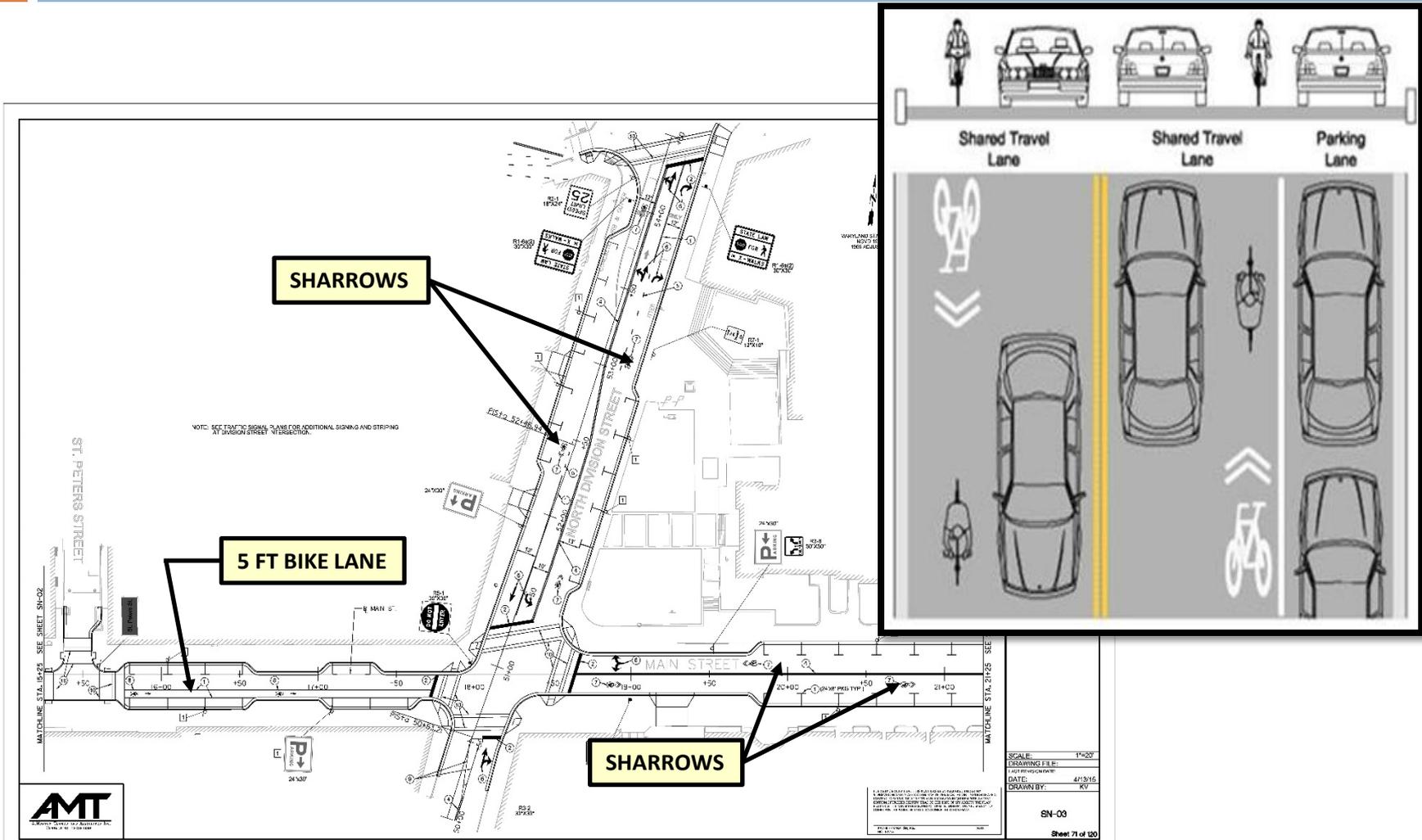
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MAIN STREET IMPROVEMENTS

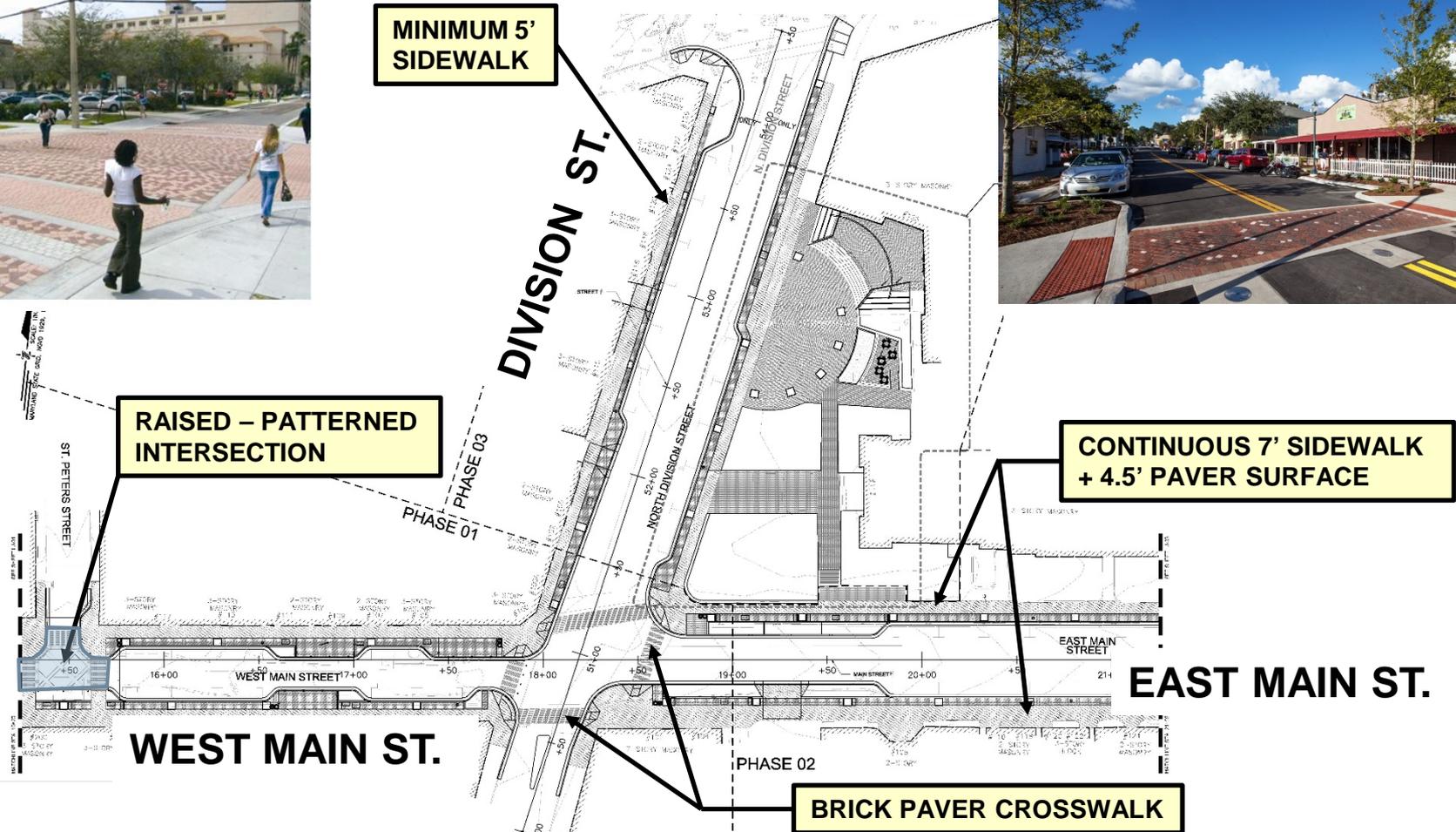
May 12, 2015



Project Features- Bicycles



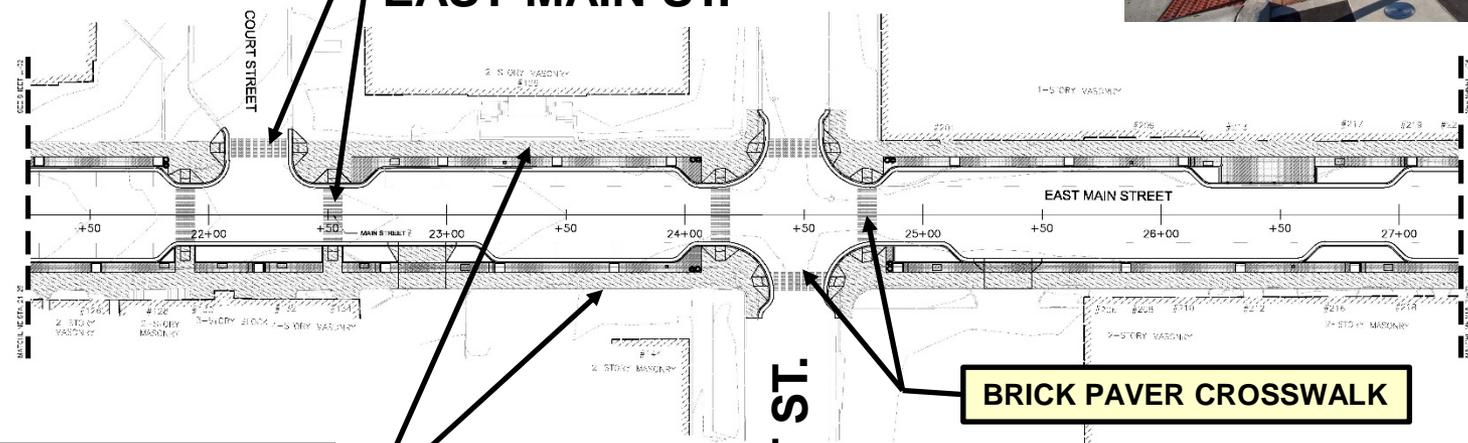
Project Features- Pedestrians



Project Features- Pedestrians

BRICK PAVER CROSSWALK

EAST MAIN ST.

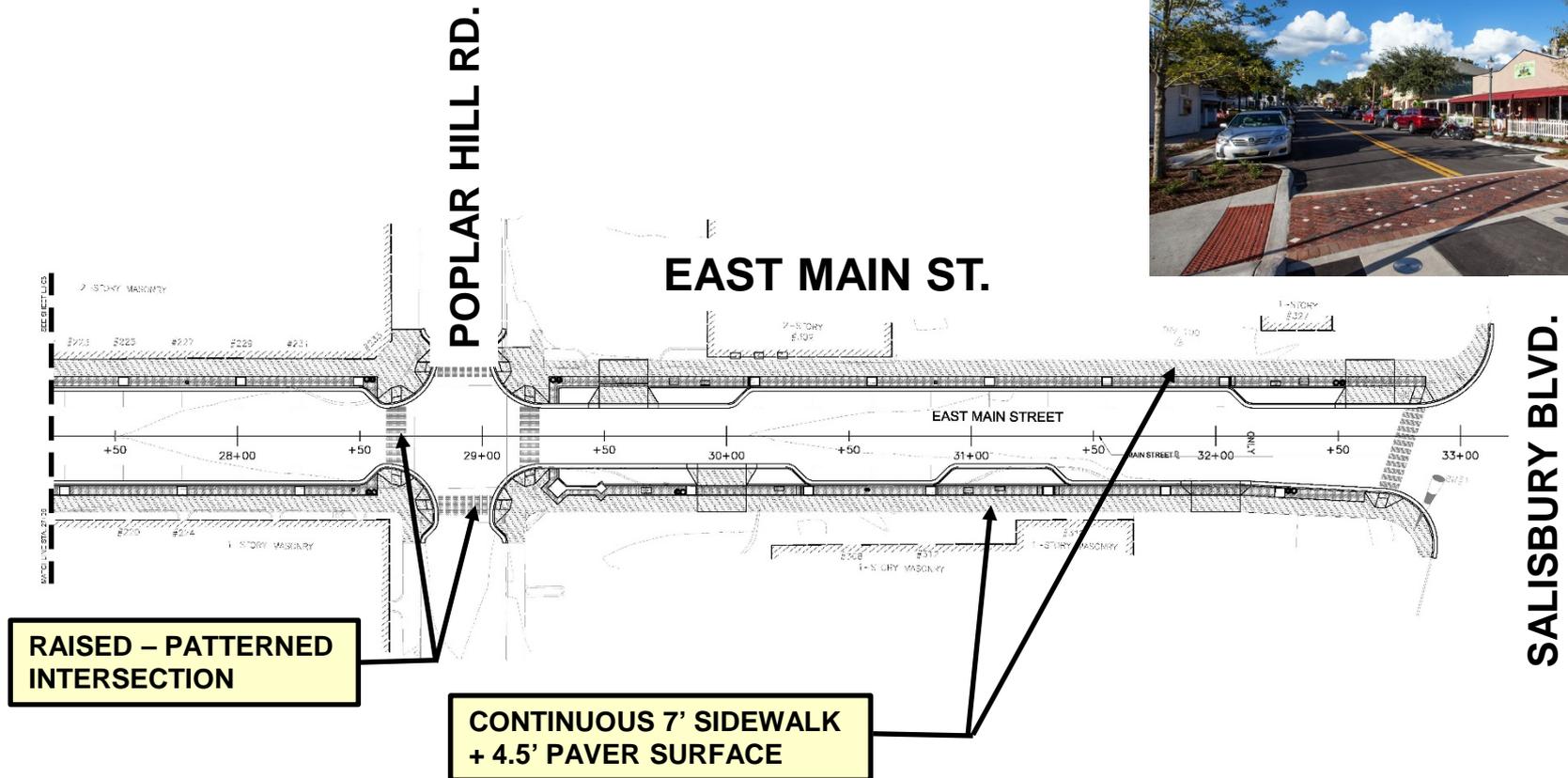


**CONTINUOUS 7' SIDEWALK
+ 4.5' PAVER SURFACE**

BAPTIST ST.

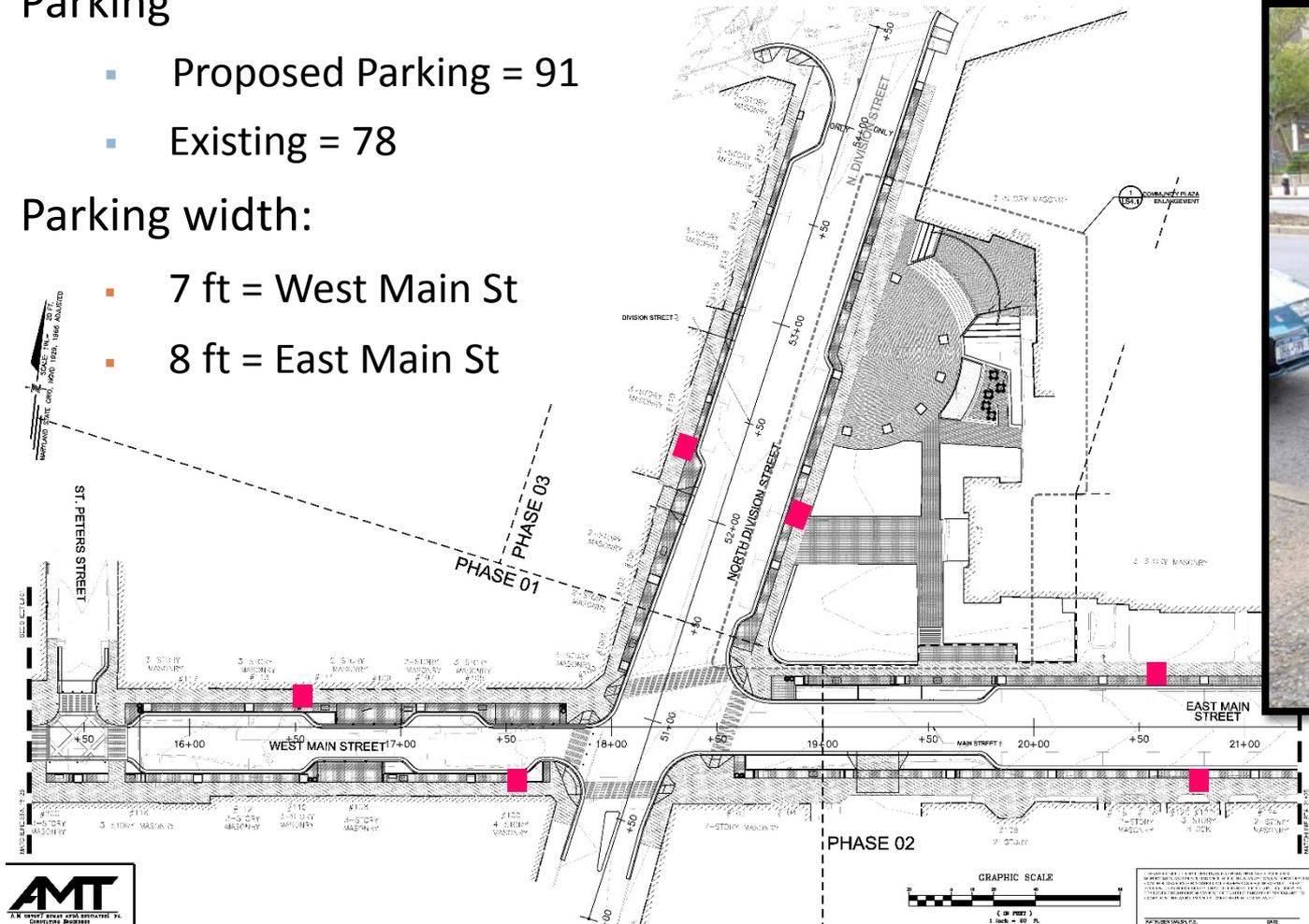
BRICK PAVER CROSSWALK

Project Features- Pedestrians

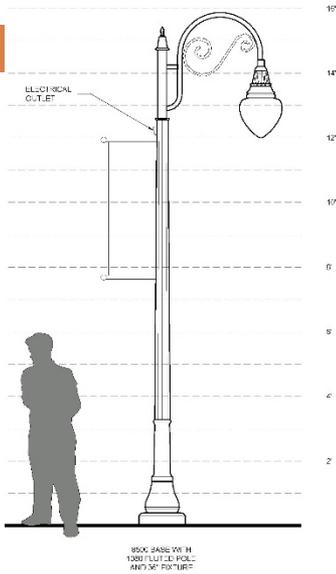


Project Features- Parking

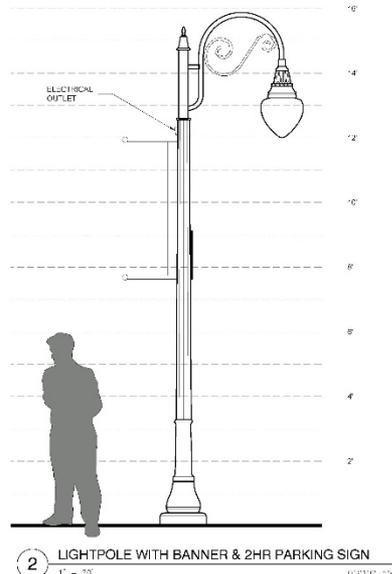
- Parking
 - Proposed Parking = 91
 - Existing = 78
- Parking width:
 - 7 ft = West Main St
 - 8 ft = East Main St



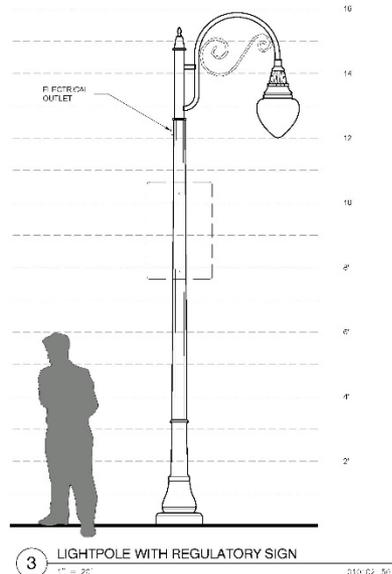
Lighting



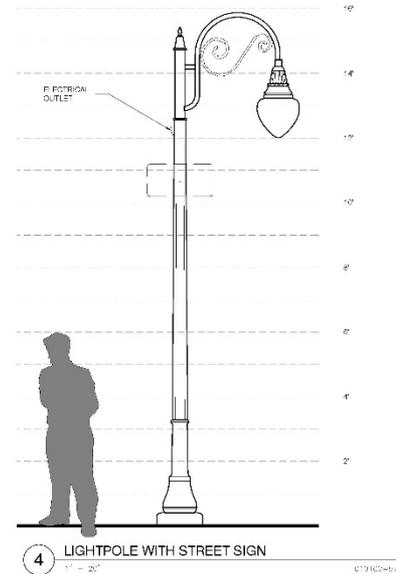
1 LIGHTPOLE WITH BANNER
1" = 20" C-0169-51



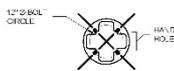
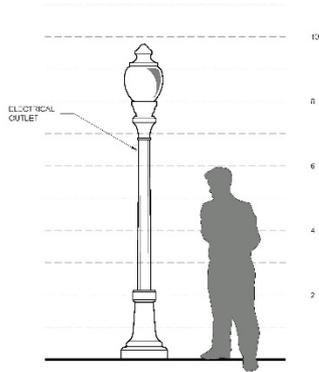
2 LIGHTPOLE WITH BANNER & 2HR PARKING SIGN
1" = 20" 6150-02-53



3 LIGHTPOLE WITH REGULATORY SIGN
1" = 20" 6150-02-56



4 LIGHTPOLE WITH STREET SIGN
1" = 20" 6150-02-57



5 PEDESTRIAN SCALE LIGHTING
1" = 20" 6150-02-58

Streetscape – Planting Beds



Narcissus sp. - Daffodil

- BULB NOTES:**
- HEIGHT: 0.6-2.5'
 - SPREAD: 0.5-1'
 - SALT TOLERANCE: MEDIUM/LOW
 - DROUGHT TOLERANCE: MEDIUM/HIGH
 - BLOOM TIME: MAR-MID-APRIL



Epimedium grandiflorum - Bishop's Hat

- PERENNIAL NOTES:**
- HEIGHT: 0.75-1.5'
 - SPREAD: 1-2'
 - SALT TOLERANCE: LOW
 - DROUGHT TOLERANCE: HIGH
 - BLOOM TIME: APR-MAY



Helopsis helianthoides 'Sommersonne' - Oxeye Sunflower

- PERENNIAL NOTES:**
- HEIGHT: 2-3'
 - SPREAD: 1.5-2'
 - SALT TOLERANCE: LOW
 - DROUGHT TOLERANCE: HIGH
 - BLOOM TIME: JUNE-AUG



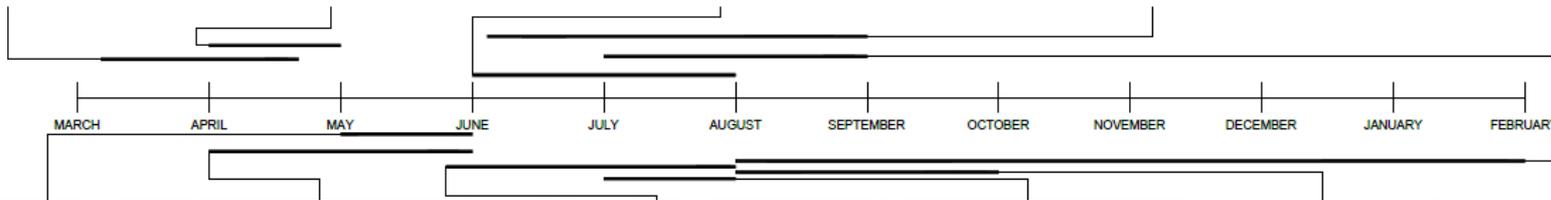
Buddleja davidii 'Blue Chip' - Butterfly Bush

- SHRUB NOTES:**
- HEIGHT: 1-2'
 - SPREAD: 1-2'
 - SALT TOLERANCE: HIGH
 - DROUGHT TOLERANCE: MEDIUM
 - BLOOM TIME: JUNE-SEPT



Ceratostigma plumbaginoides - Plumbago

- PERENNIAL NOTES:**
- HEIGHT: 0.75-1'
 - SPREAD: 1-1.5'
 - SALT TOLERANCE: MEDIUM
 - DROUGHT TOLERANCE: MEDIUM
 - BLOOM TIME: JULY-SEPT



Viburnum dentatum 'Christom' - Arrowwood Viburnum

- SHRUB NOTES:**
- HEIGHT: 3-5'
 - SPREAD: 3-4'
 - SALT TOLERANCE: MEDIUM
 - DROUGHT TOLERANCE: MEDIUM/HIGH
 - BLOOM TIME: MAY-JUNE



Penstemon digitalis 'Husker Red' - Beardtongue

- PERENNIAL NOTES:**
- HEIGHT: 2-3'
 - SPREAD: 1-2'
 - SALT TOLERANCE: MEDIUM
 - DROUGHT TOLERANCE: MEDIUM/HIGH
 - BLOOM TIME: APR-JUNE



Echinacea purpurea sp. - Coneflower

- PERENNIAL NOTES:**
- HEIGHT: 2-5'
 - SPREAD: 1.5-2'
 - SALT TOLERANCE: MEDIUM/HIGH
 - DROUGHT TOLERANCE: MEDIUM/HIGH
 - BLOOM TIME: JUNE-AUG



Hypericum calycinum - St. Johnswort

- PERENNIAL NOTES:**
- HEIGHT: 1-1.5'
 - SPREAD: 1.5-2'
 - SALT TOLERANCE: MEDIUM
 - DROUGHT TOLERANCE: MEDIUM/HIGH
 - BLOOM TIME: JULY-AUG



Sporobolus heterolepis - Prairie Dropseed

- PERENNIAL NOTES:**
- HEIGHT: 2-3'
 - SPREAD: 2-3'
 - SALT TOLERANCE: HIGH
 - DROUGHT TOLERANCE: MEDIUM/HIGH
 - BLOOM TIME: AUG-OCT



Schizachyrium scoparium 'MinnblueA' - Little Bluestem

- PERENNIAL NOTES:**
- HEIGHT: 2-4'
 - SPREAD: 1.5-2.5'
 - SALT TOLERANCE: MEDIUM
 - DROUGHT TOLERANCE: MEDIUM/HIGH
 - BLOOM TIME: AUG-FEB

Streetscape – Bioretention Planting



Rudbeckia fulgida 'Goldsturm' - Black-Eyed Susan

Baptisia sphaerocarpa - Yellow Wild Indigo

Clethra alnifolia 'Hummingbird' - Summersweet

Ceratostigma plumbaginoides - Plumbago

Aster novi-belgii 'Wood's Purple' - New York Aster

Ilex vomitoria 'Condeaux' - Yaupon Holly

PERENNIAL NOTES:

- HEIGHT: 2-3'
- SPREAD: 1-2'
- SALT TOLERANCE: MEDIUM
- DROUGHT TOLERANCE: MEDIUM
- ZONE: TOP/SIDE
- BLOOM TIME: JUNE-SEPT

PERENNIAL NOTES:

- HEIGHT: 2-3'
- SPREAD: 2-3'
- SALT TOLERANCE: HIGH
- DROUGHT TOLERANCE: MEDIUM/HIGH
- ZONE: TOP/SIDE
- BLOOM TIME: MAY-JUNE

SHRUB NOTES:

- HEIGHT: 2-4'
- SPREAD: 3-5'
- SALT TOLERANCE: MEDIUM/LOW
- DROUGHT TOLERANCE: MEDIUM/LOW
- ZONE: BOTTOM/SIDE
- BLOOM TIME: JULY-AUG

PERENNIAL NOTES:

- HEIGHT: 0.75-1'
- SPREAD: 1-1.5'
- SALT TOLERANCE: MEDIUM
- DROUGHT TOLERANCE: MEDIUM
- ZONE: TOP/SIDE
- BLOOM TIME: JULY-SEPT

PERENNIAL NOTES:

- HEIGHT: 1-1.5'
- SPREAD: 1-1.5'
- SALT TOLERANCE: LOW
- DROUGHT TOLERANCE: MEDIUM/LOW
- ZONE: BOTTOM/SIDE
- BLOOM TIME: AUG-SEPT

SHRUB NOTES:

- HEIGHT: 3'
- SPREAD: 3'
- SALT TOLERANCE: HIGH
- DROUGHT TOLERANCE: MEDIUM
- ZONE: TOP/SIDE
- INSIGNIFICANT BLOOMS



Narcissus sp. - Daffodil

Penstemon digitalis 'Husker Red' - Beardtongue

Aronia melanocarpa 'Morton' - Black Chokeberry

Asclepias tuberosa - Butterfly Weed

Panicum virgatum 'Cheyenne Sky' - Switchgrass

Solidago sphaacelata 'Golden Fleece' - Goldenrod

Sporobolus heterolepis - Prairie Dropseed

BULB NOTES:

- HEIGHT: 0.5-2.5'
- SPREAD: 0.5-1'
- SALT TOLERANCE: MEDIUM/LOW
- DROUGHT TOLERANCE: MEDIUM/HIGH
- ZONE: BOTTOM/SIDE
- BLOOM TIME: MAR-MID-APRIL

PERENNIAL NOTES:

- HEIGHT: 2-3'
- SPREAD: 1-2'
- SALT TOLERANCE: MEDIUM
- DROUGHT TOLERANCE: MEDIUM/HIGH
- ZONE: TOP/SIDE
- BLOOM TIME: APR-JUNE

SHRUB NOTES:

- HEIGHT: 2-3'
- SPREAD: 4-5'
- SALT TOLERANCE: HIGH
- DROUGHT TOLERANCE: MEDIUM/HIGH
- ZONE: BOTTOM/SIDE
- BLOOM TIME: MAY

PERENNIAL NOTES:

- HEIGHT: 1-1.5'
- SPREAD: 1-1.5'
- SALT TOLERANCE: LOW
- DROUGHT TOLERANCE: MEDIUM/LOW
- ZONE: BOTTOM/SIDE
- BLOOM TIME: JUNE-AUG

PERENNIAL NOTES:

- HEIGHT: 2-3'
- SPREAD: 1.5-2'
- SALT TOLERANCE: MEDIUM/HIGH
- DROUGHT TOLERANCE: MEDIUM/HIGH
- ZONE: BOTTOM/SIDE
- BLOOM TIME: JULY-FEB

PERENNIAL NOTES:

- HEIGHT: 1-1.5'
- SPREAD: 1-1.5'
- SALT TOLERANCE: HIGH
- DROUGHT TOLERANCE: MEDIUM/HIGH
- ZONE: TOP/SIDE
- BLOOM TIME: AUG-SEPT

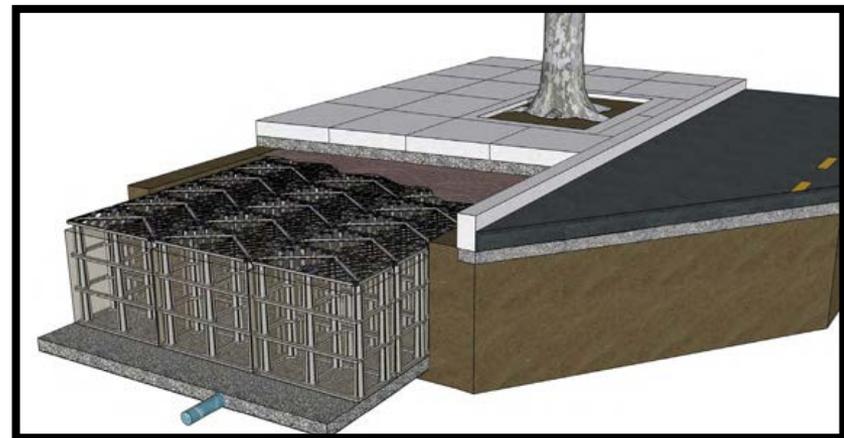
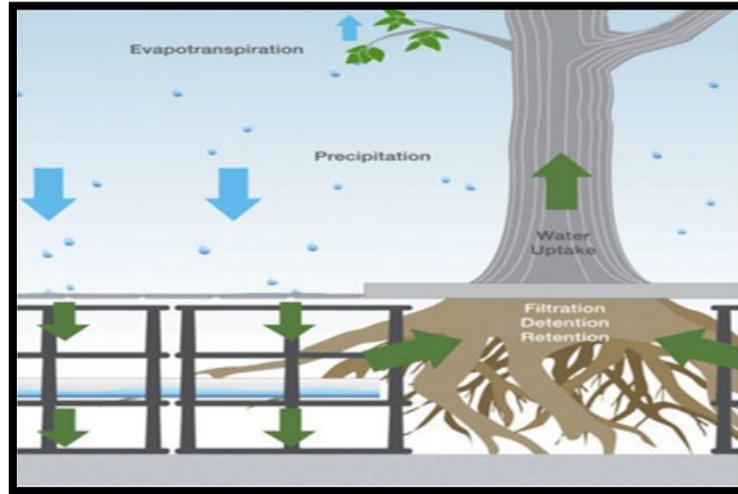
PERENNIAL NOTES:

- HEIGHT: 2-3'
- SPREAD: 2-3'
- SALT TOLERANCE: HIGH
- DROUGHT TOLERANCE: MEDIUM/HIGH
- ZONE: TOP/SIDE
- BLOOM TIME: AUG-OCT

Streetscape – Street Tree Planting



Streetscape – Trees & Stormwater



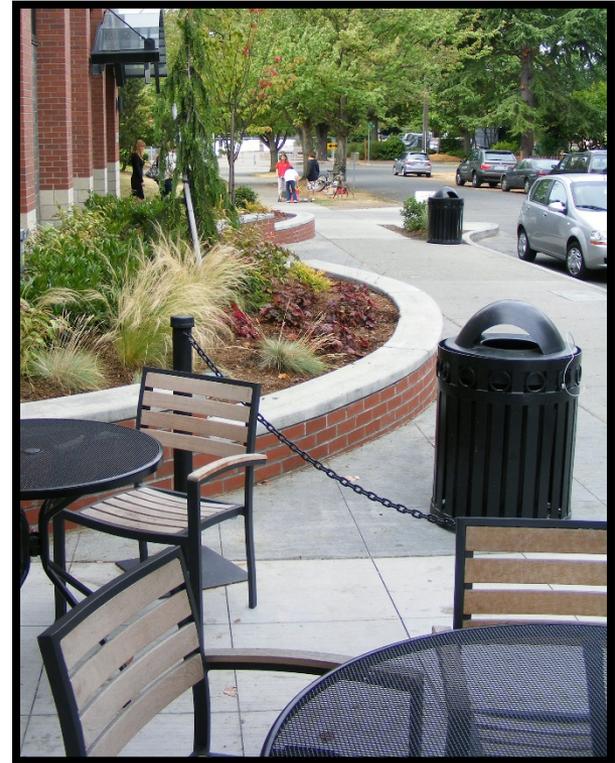
Streetscape – Street Furniture



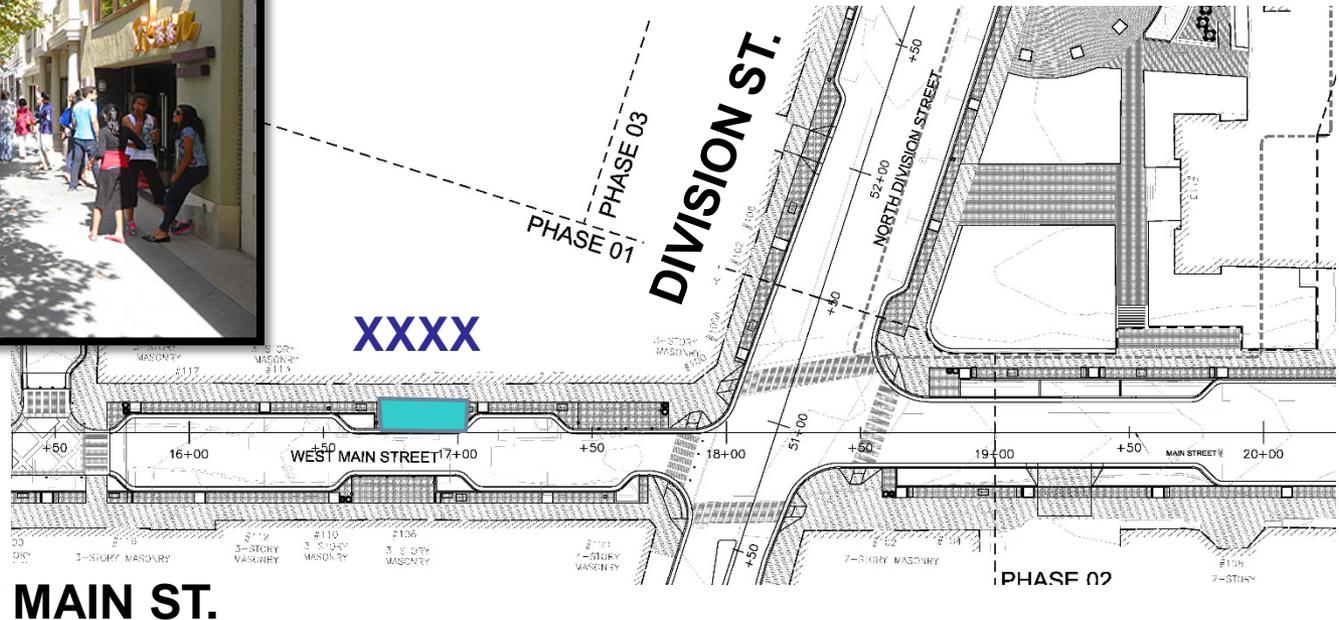
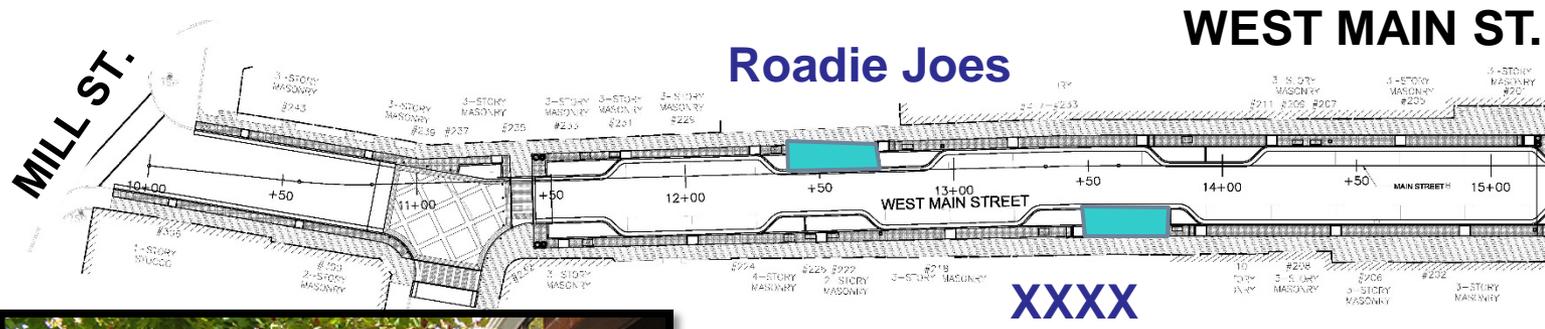
Streetscape – Wayfinding



Streetscape & Plaza– Walls, Steps & Railings

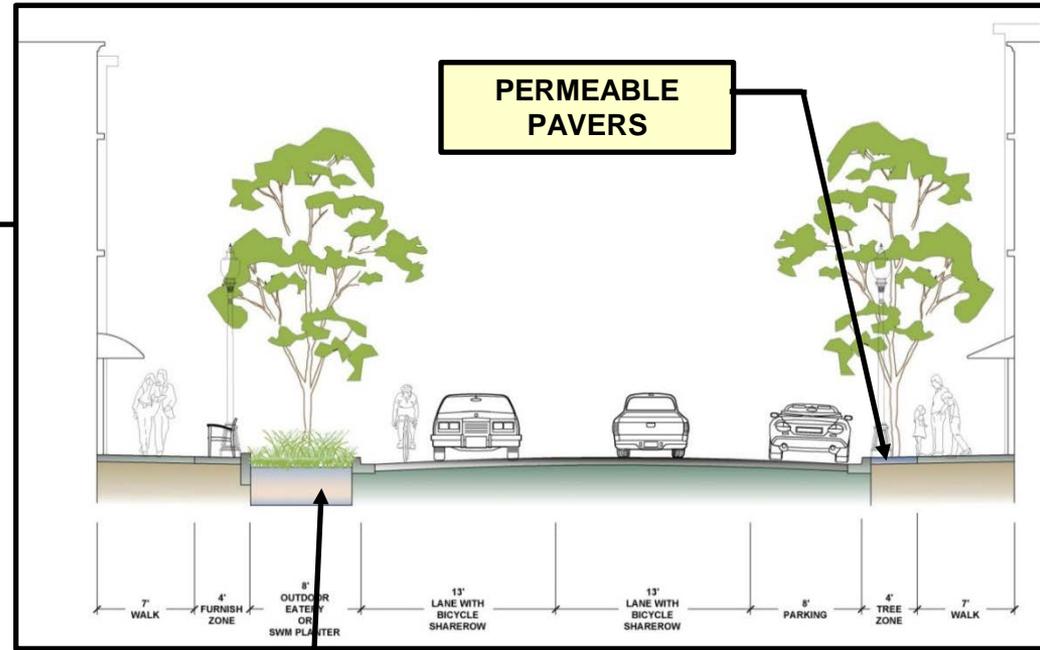
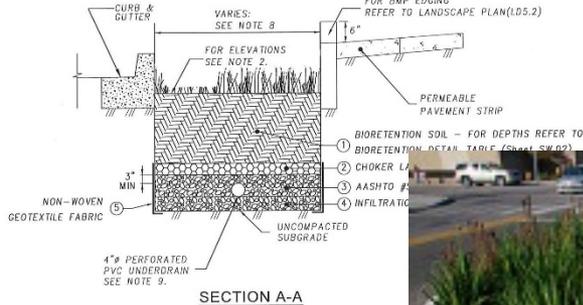
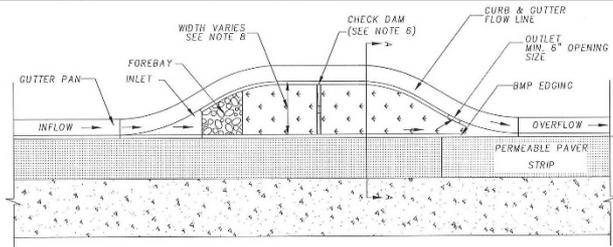


Streetscape - Dining

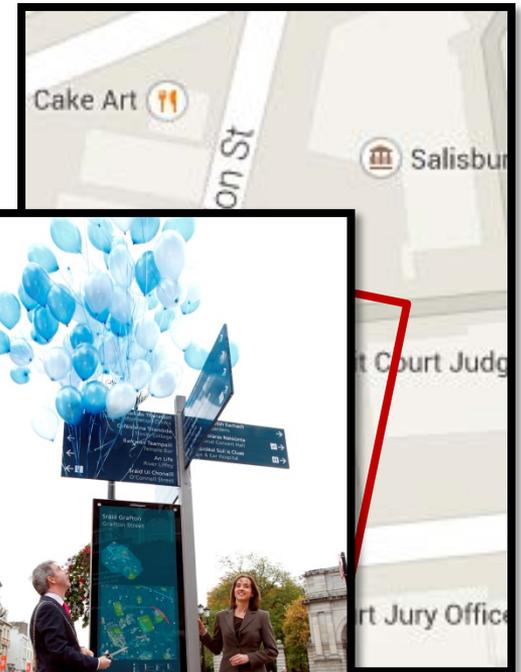


WEST MAIN ST.

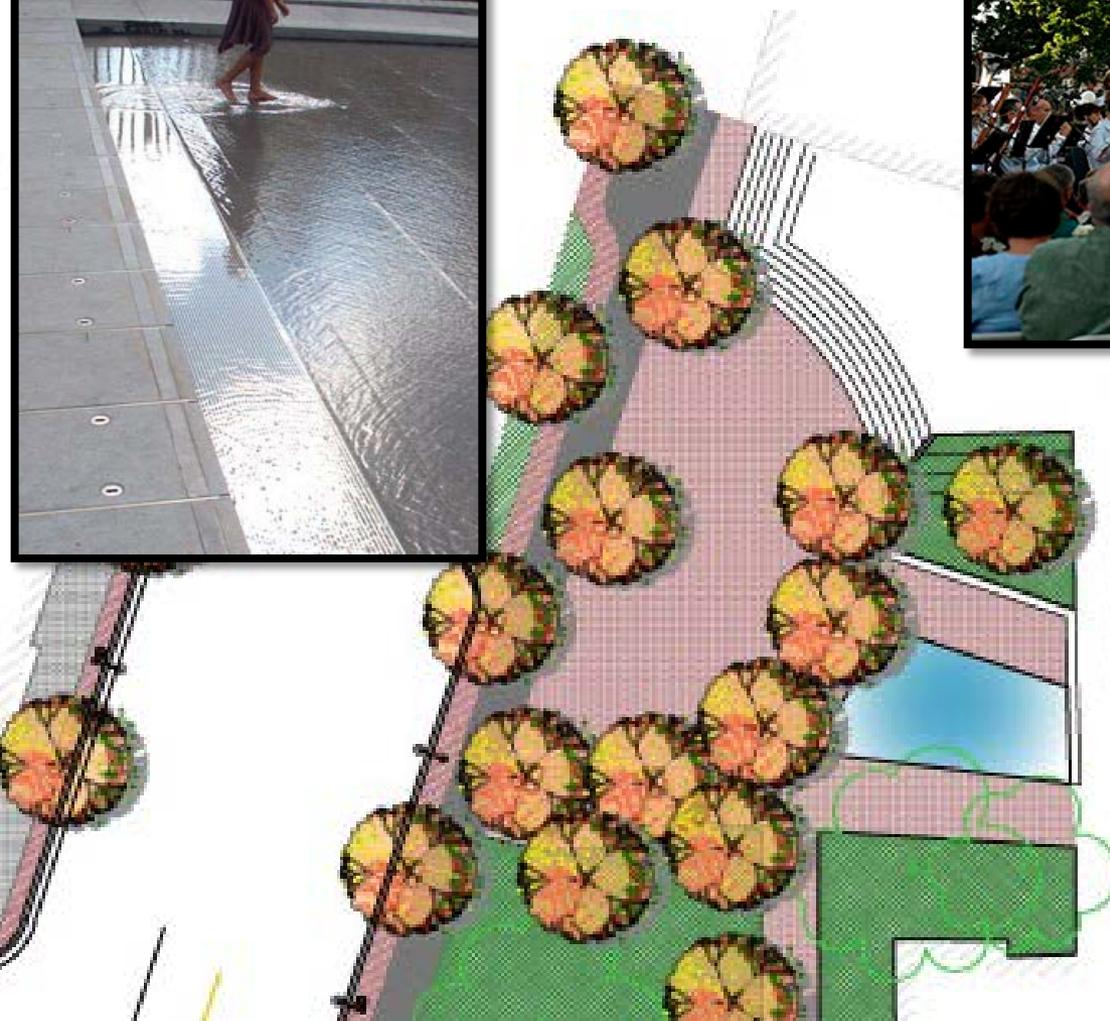
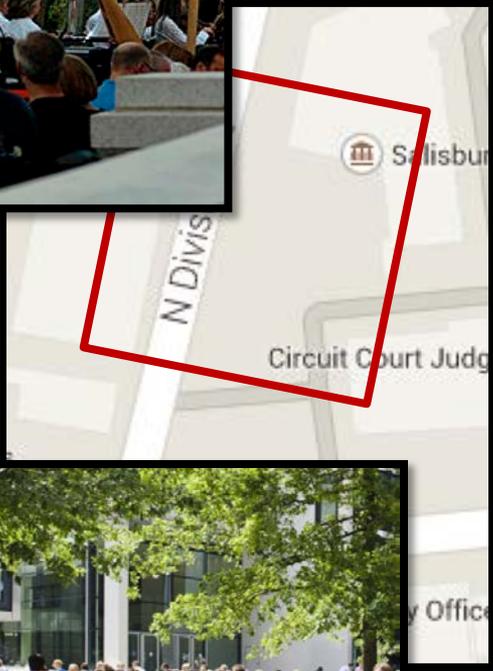
Streetscape – SWM features



Streetscape Plaza

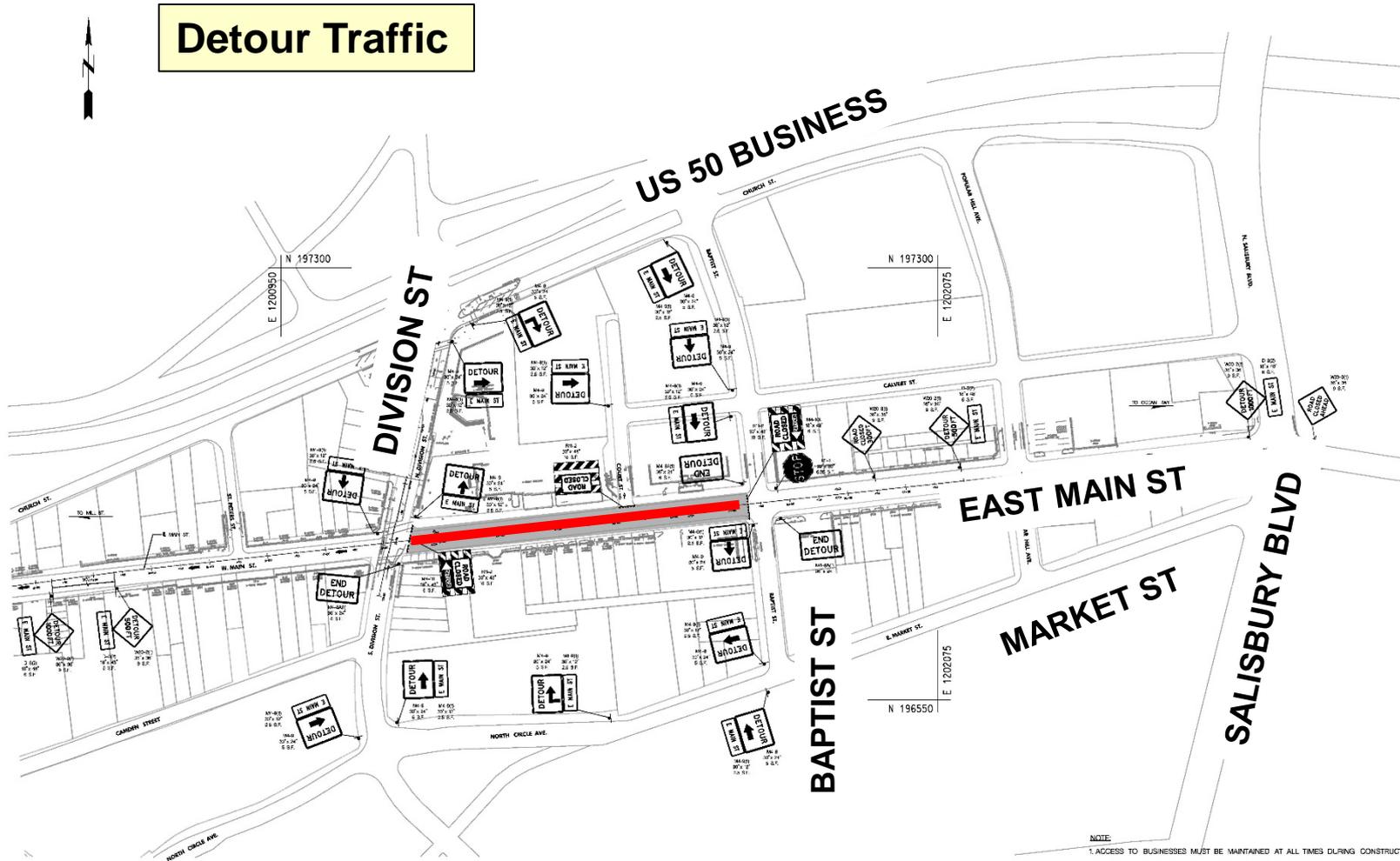


Streetscape Plaza



Construction Phasing – Phase 2

East Main Street: Construct Water/Sewer

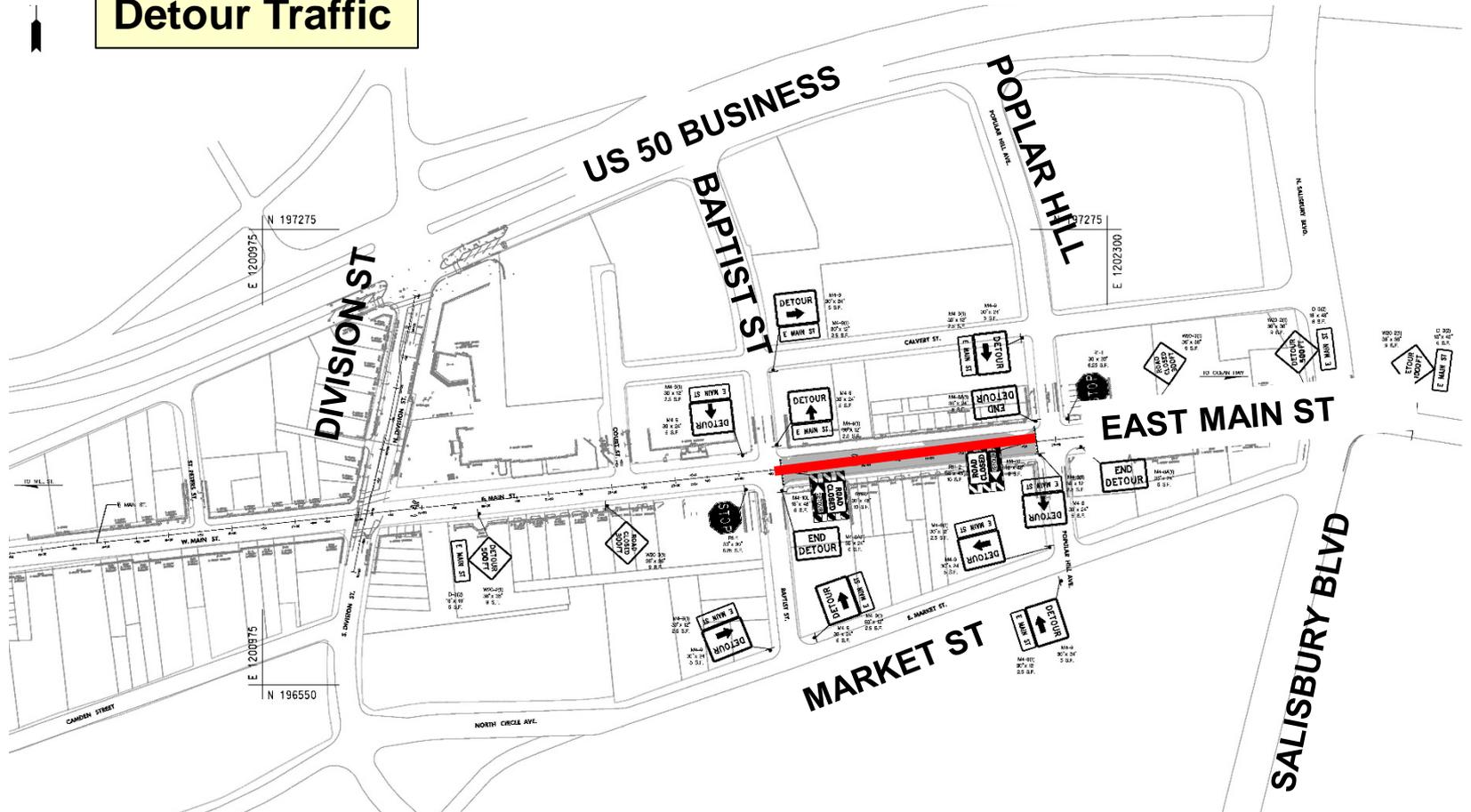


NOTE:
1. ACCESS TO BUSINESSES MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION

Construction Phasing – Phase 2

East Main Street: Construct Water/Sewer

Detour Traffic



Construction Phasing – Phase 2

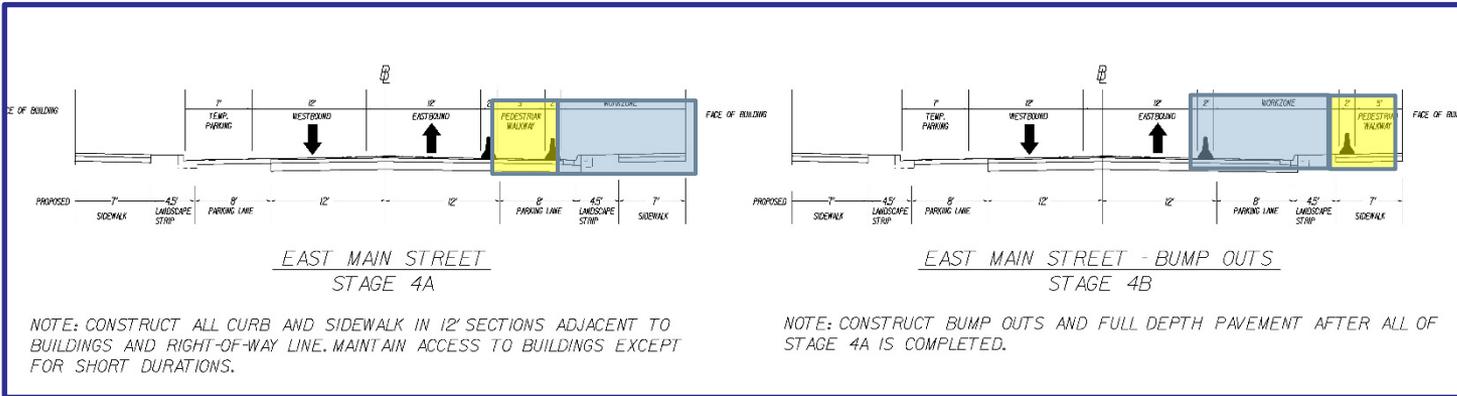
East Main Street: Construct Water/Sewer

Detour Traffic

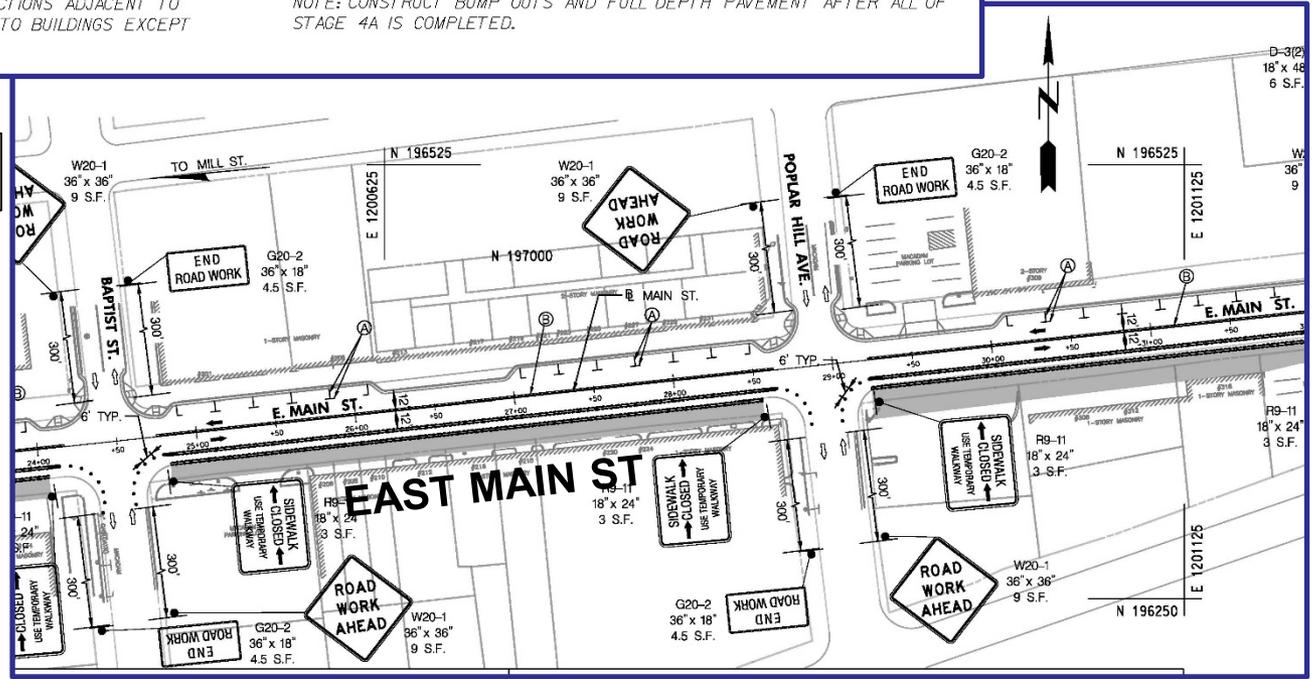


Construction Phasing – Phase 2

East Main Street: Construct Sidewalks

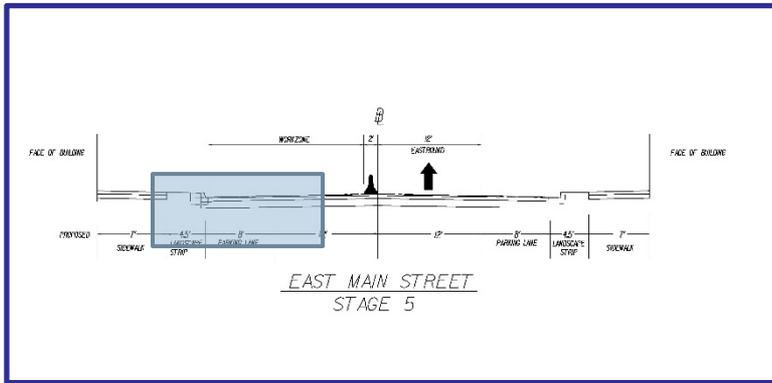


Two-Way Traffic

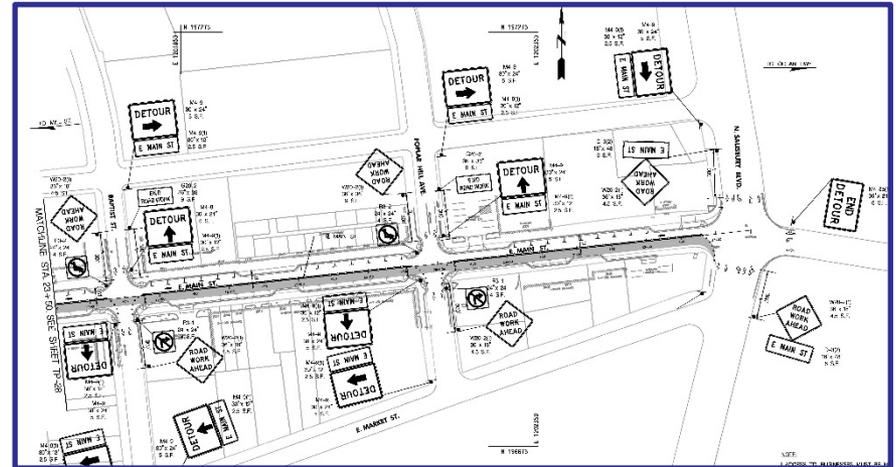
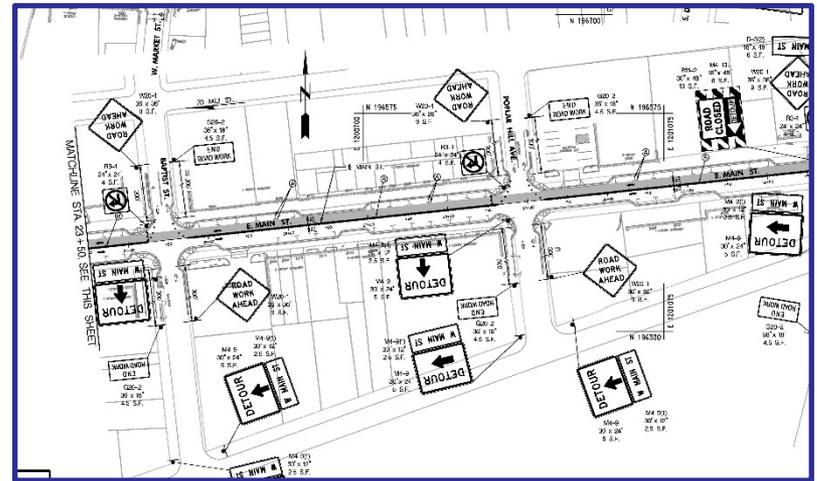
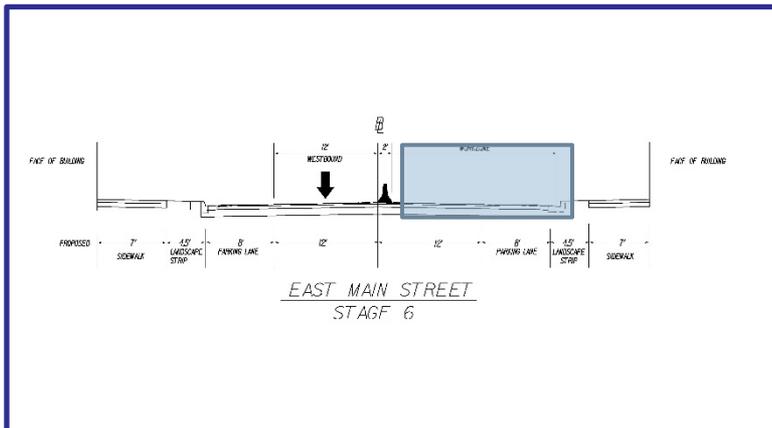


Construction Phasing – Phase 2

East Main Street: Construct Roadway



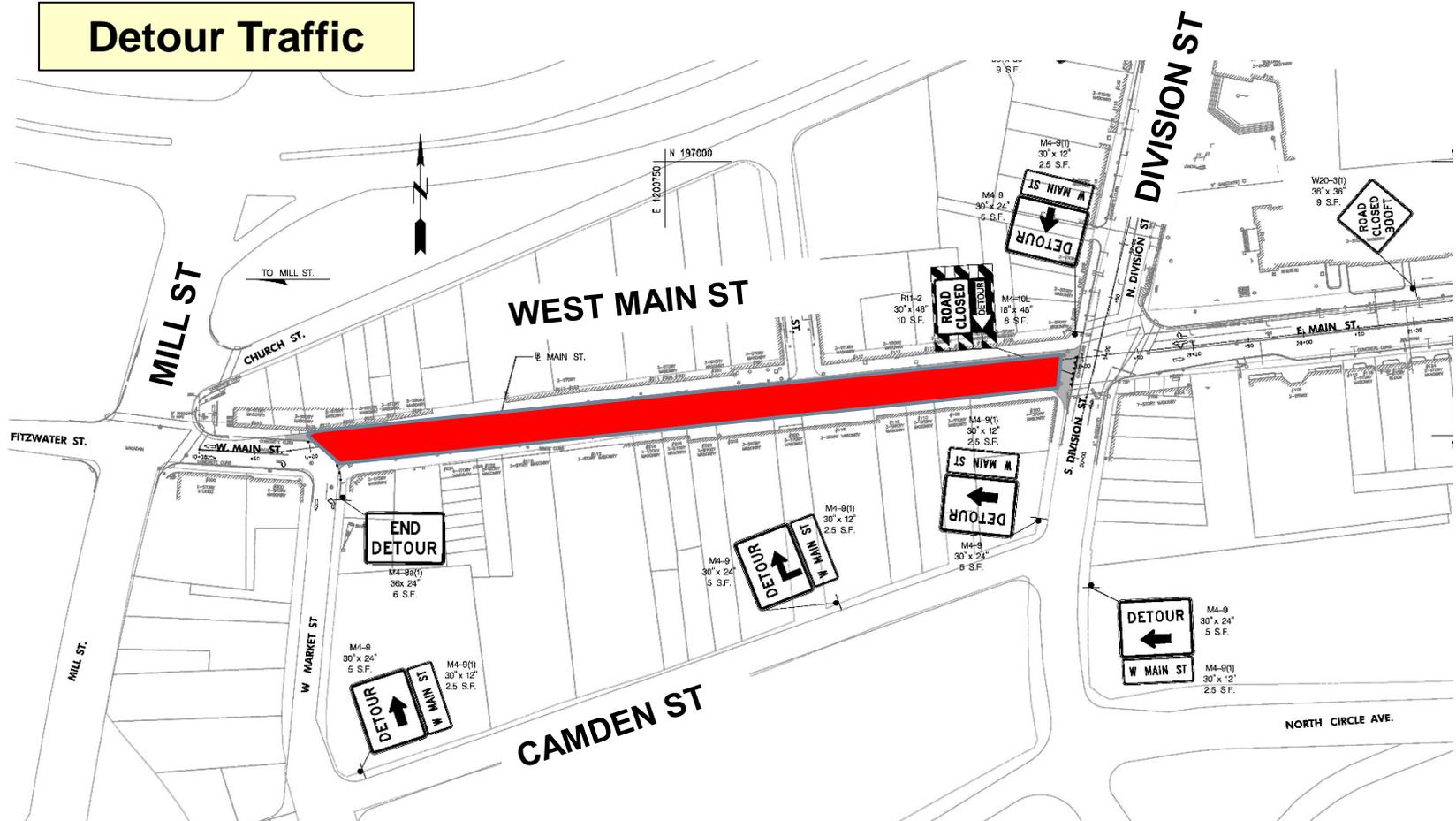
One-Way Traffic



Construction Phasing – Phase 1

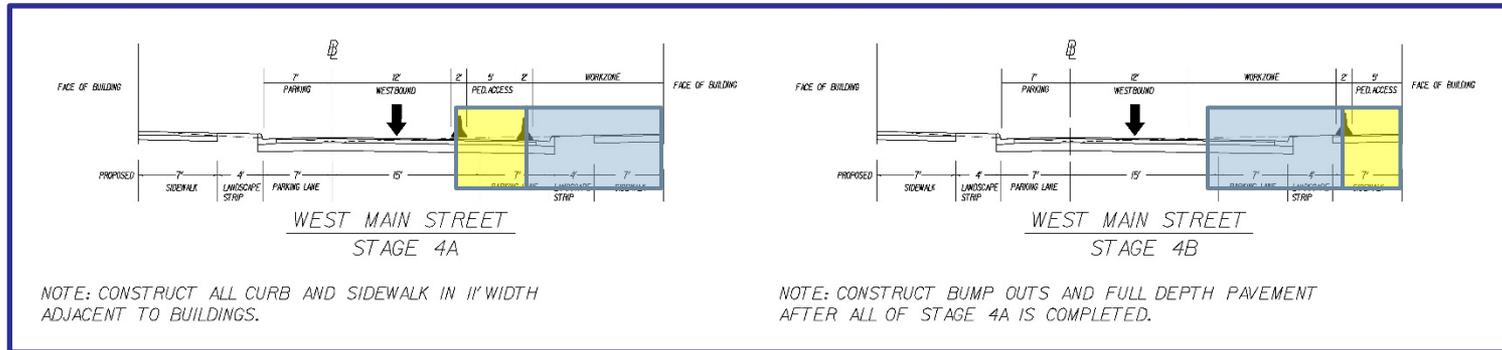
West Main Street: Construct Water/Sewer

Detour Traffic

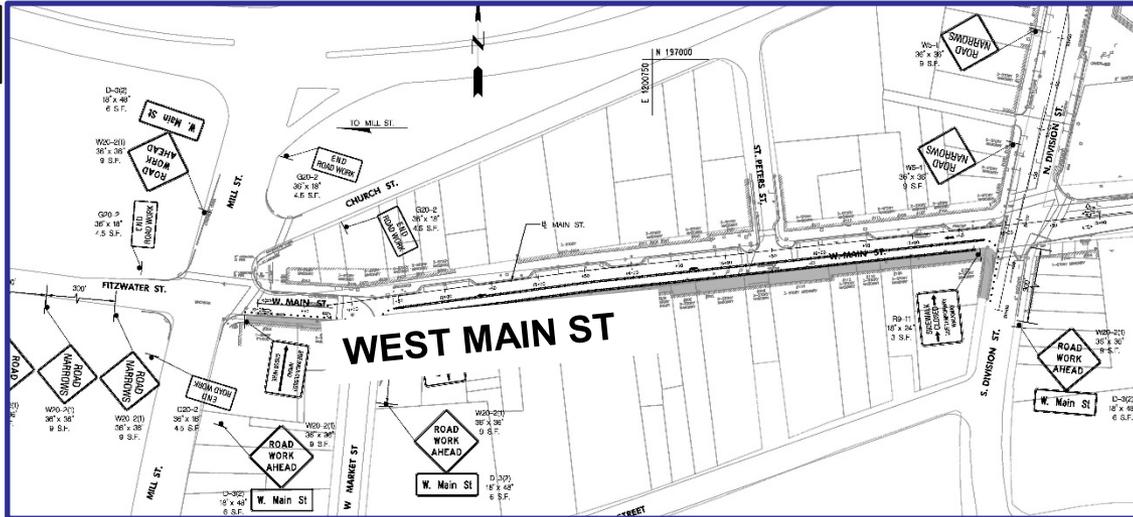


Construction Phasing – Phase 1

West Main Street: Construct Sidewalk



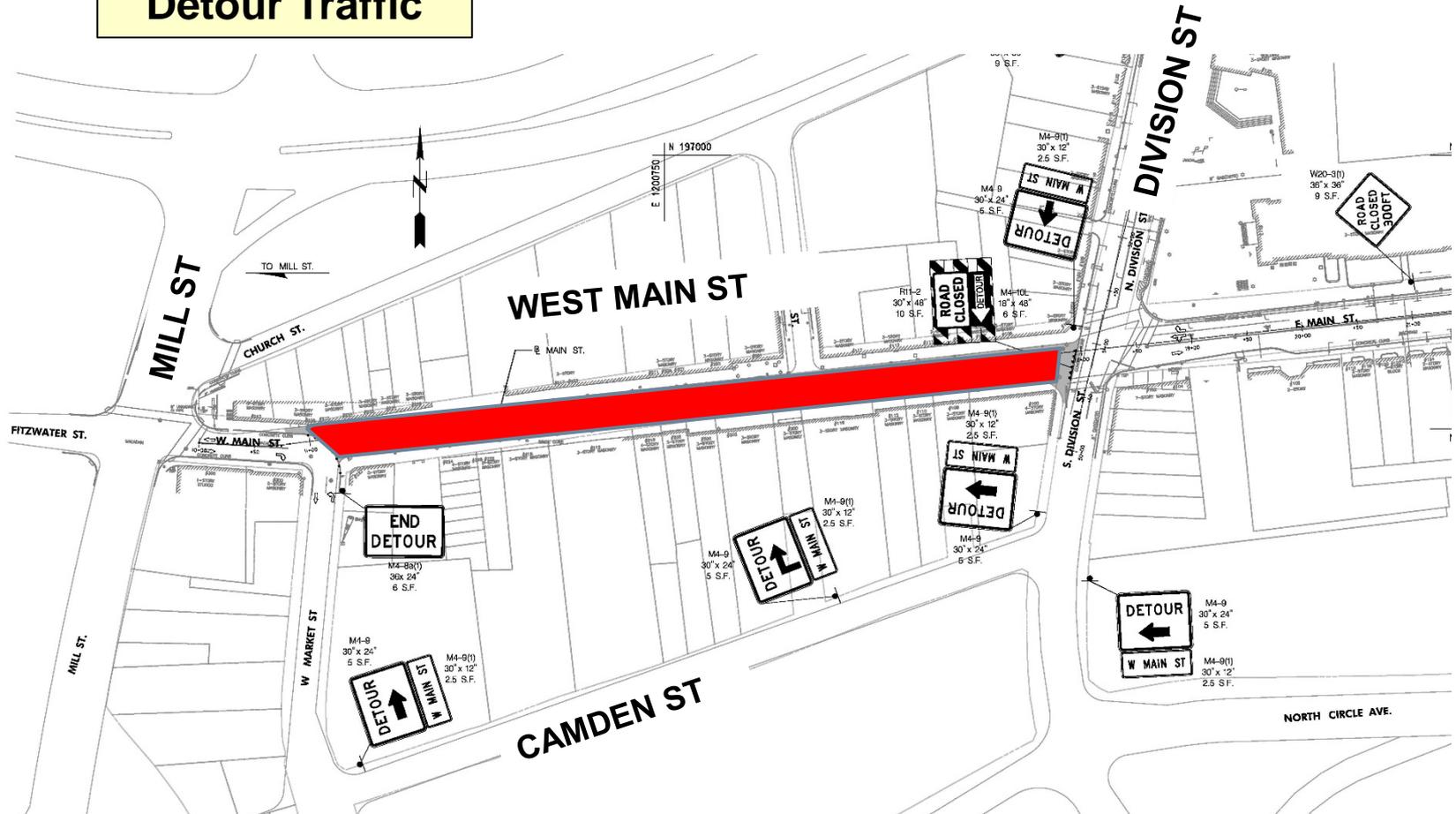
Two-Way Traffic



Construction Phasing – Phase 1

West Main Street: Roadway

Detour Traffic



Questions



Questions?

THE END ! 😊

City of Salisbury



MARYLAND



JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

JULIA GLANZ
ASSISTANT CITY ADMINISTRATOR

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

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

To: Tom Stevenson, City Administrator
From: Michael Moulds, Director of Public Works 
Date: May 7, 2015
Re: 06-12-INF Main Street Masterplan
Phase I, West Main Street, Bret Davis Proposal

As the Main Street Masterplan project has been attracting the attention of business investment, SPW and Mayor Ireton have been contacted by Bret Davis to consider a proposal for the construction of basement stairs off of the West Main Street sidewalk (see attached letter and drawing). Bret Davis is a Realtor Consultant for Keller Williams and is the owner of the building most recently occupied by Echelon at the intersection of West Main Street and Division Street.

SPW understands that the proposal is to construct the basement stairs at the same time that Phase 1 (West Main Street) of the Main Street Masterplan would be taking place to minimize disturbances. Phase I is currently planned to start in the Fall of 2016. The proposal also includes remodeling the basement area for a tenant who may utilize the basement area as an upscale wine bar or similar setting. Also, a contributing factor to the development of this proposal is that basement stairs are currently in place below the City's Right-of-Way (ROW) on the sidewalk off of West Main Street. Attached are photos of the existing stairs. The stairs are currently covered by a concrete slab and are located approximately where the concrete slab is cracked, as shown in the attached pictures. Since there is an existing staircase in this location, there are no existing or proposed utilities that would conflict with the renovation of the basement stairs. However, the existing stairs are not code compliant and would need to be removed and renovated as part of this proposal. The existing stairs are perpendicular to the face of the building and the proposed stairs would run parallel to the building.

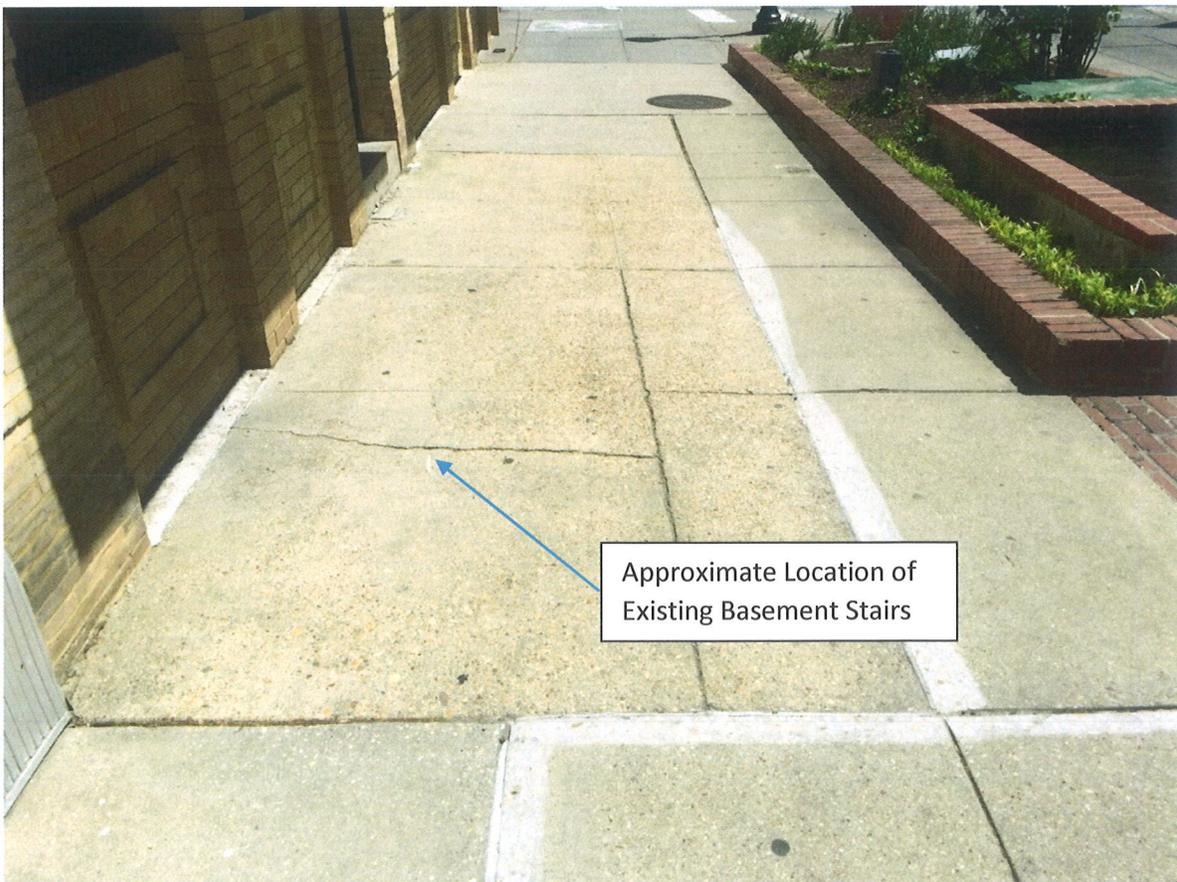
SPW has reviewed the attached proposal and has concerns with the proposed location of the basement stairs as this would represent an approximate 4' wide intrusion into the new 7' wide sidewalk area. To achieve ADA compliance, a minimum of a 5' wide sidewalk area would be needed along the length of the basement stairs. In addition, there is an outdoor dining area proposed adjacent to the building, which would mean that the minimum 5' wide walking area would encroach into the outdoor dining area by 2'. Additionally, the area where the basement stairs are proposed to be located would need to be considered for declaration as a "Surplus", and the land would need to be deeded to the adjacent property owner.

The concrete slab that is covering the existing basement stairs is cracked. During construction of Phase 1, if the stairs are not to be renovated, then SPW recommends filling in the stairs so that there is a solid base under the sidewalk.

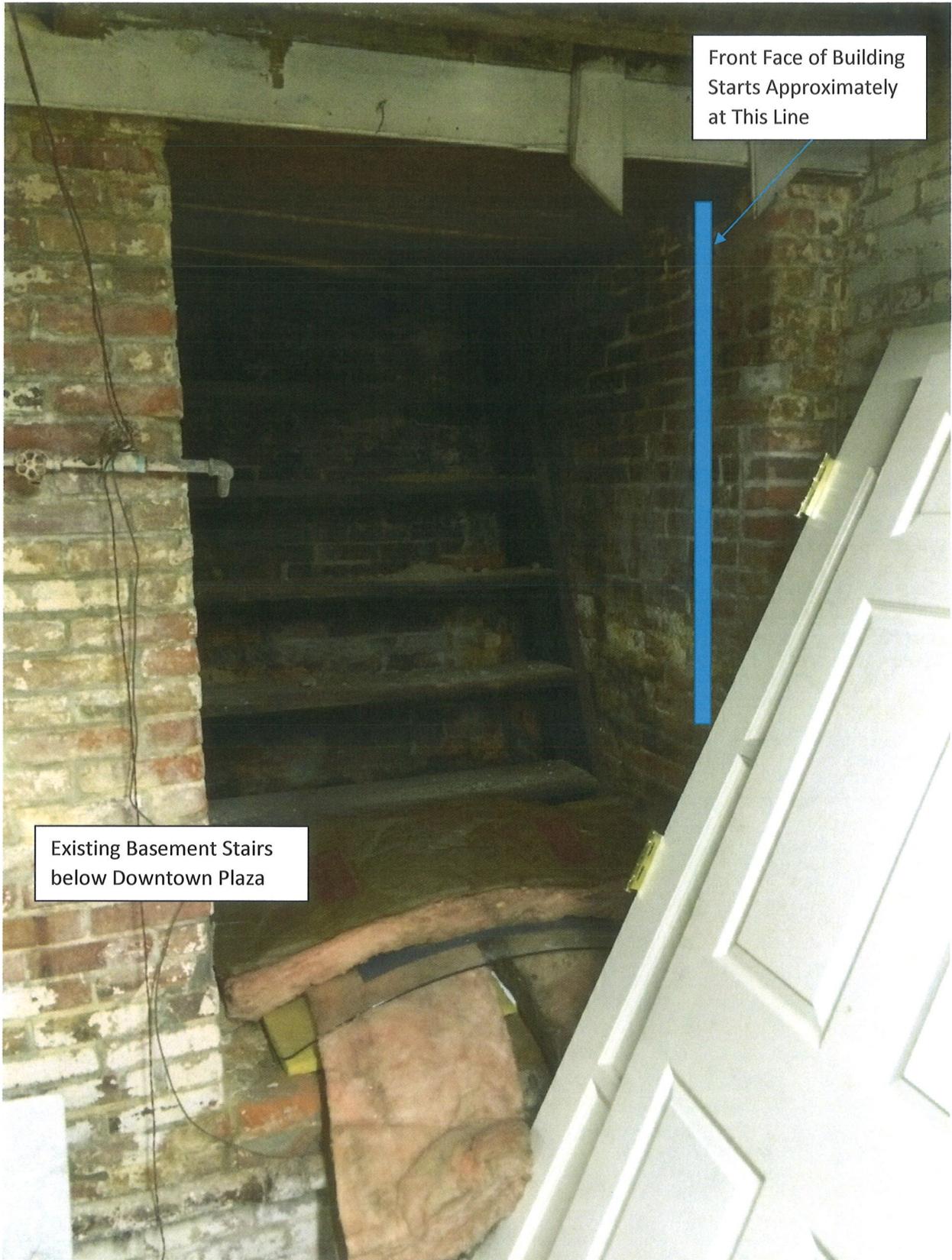
Unless you or the Mayor have any further comments, please forward this memo and the attachments to Council for their discussion and consideration at a work session.



(Photo 1 – 100 North Division Street Building, photo taken from Downtown Plaza)



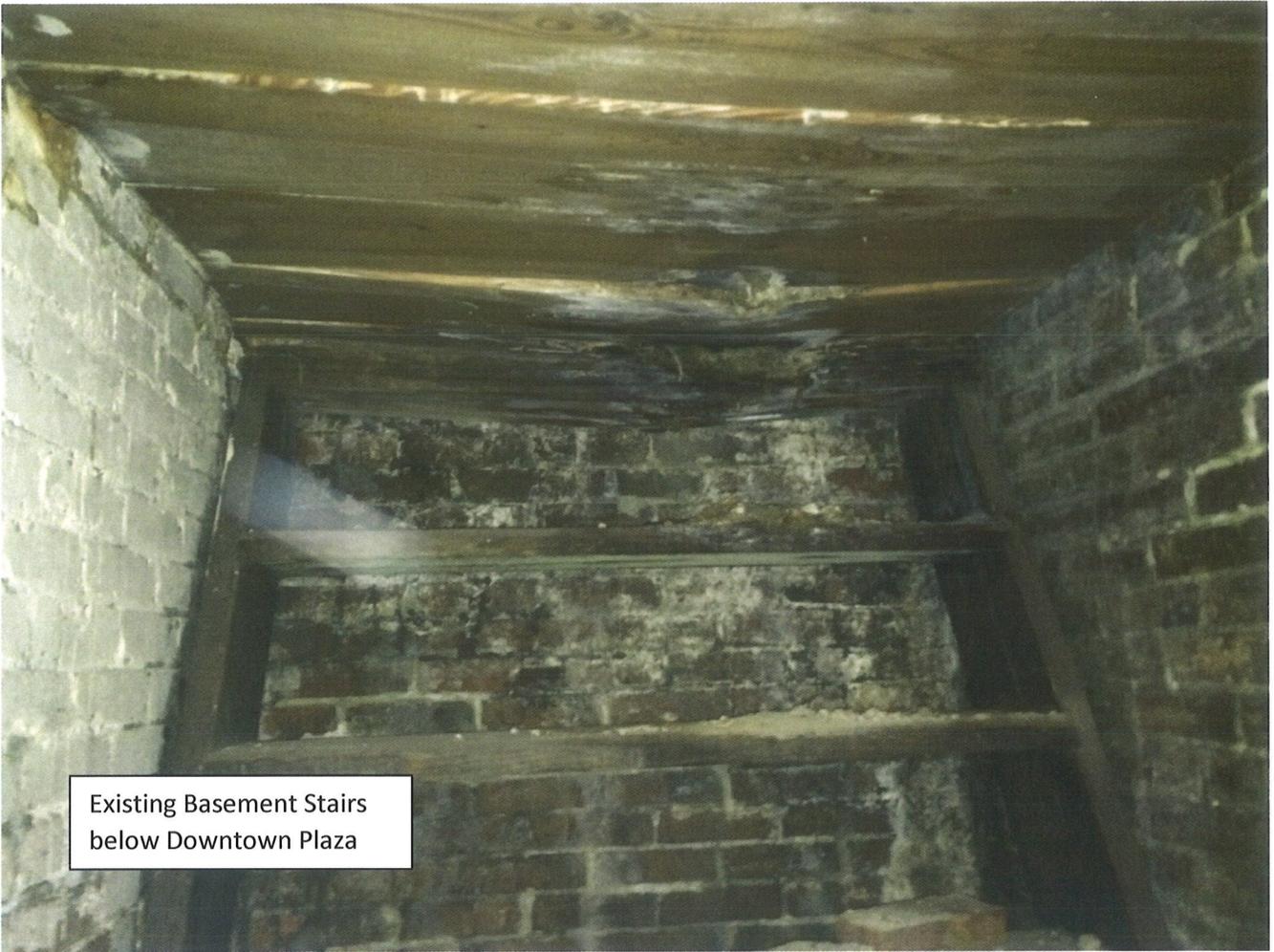
(Photo 2 – Crack in Sidewalk at Approximate Location of Existing Basement Stairs)



Front Face of Building Starts Approximately at This Line

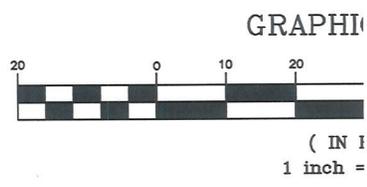
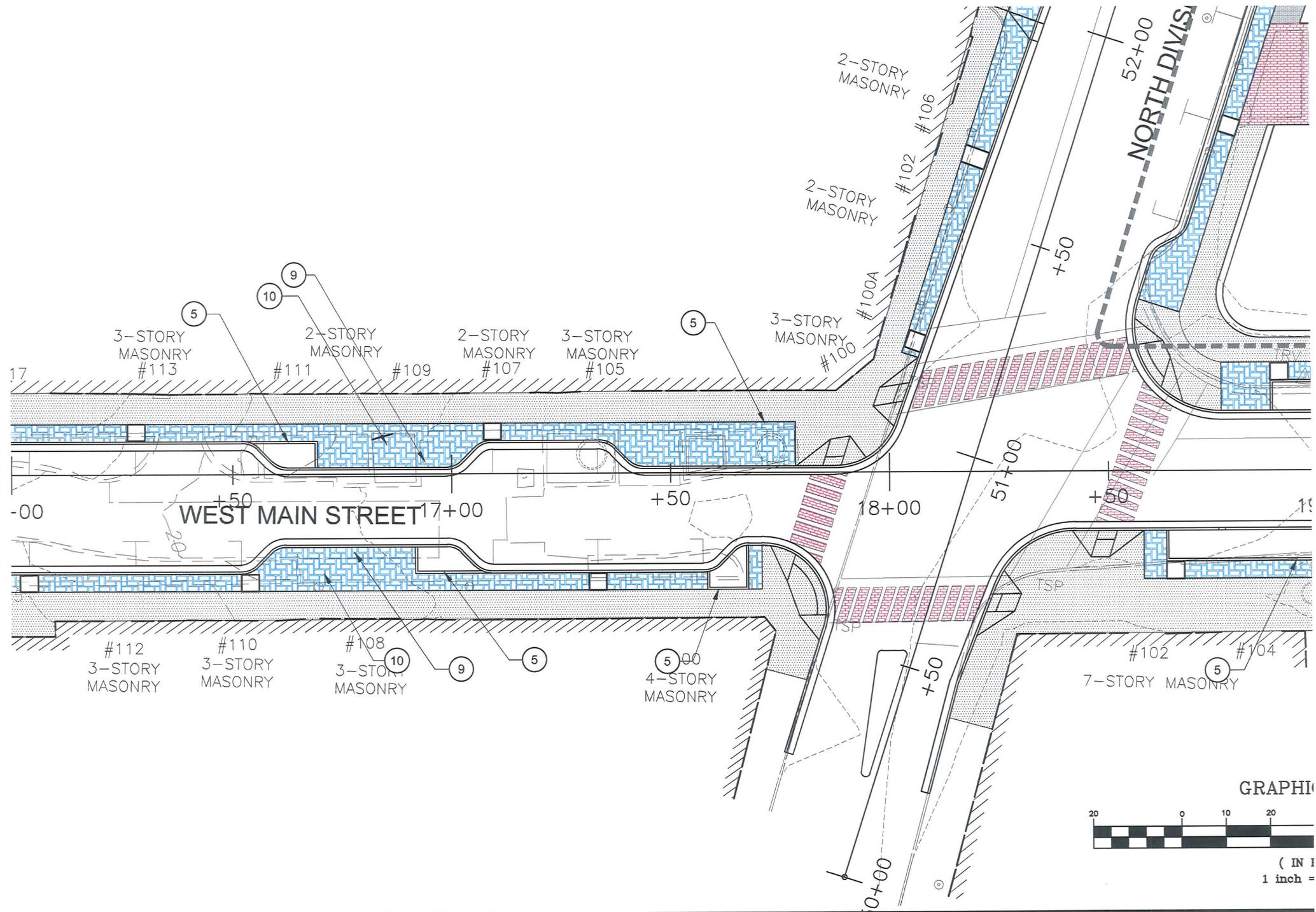
Existing Basement Stairs below Downtown Plaza

(Photo 3 – 100 North Division Street Building, photo taken in Basement)



Existing Basement Stairs
below Downtown Plaza

(Photo 4 – Existing Basement Stairs Extend Approximately 4' to 5' onto the Downtown Plaza)



Dear City of Salisbury,

Tribus Reges Properties LLC has recently acquired 100 North Division Street in downtown Salisbury. We are renovating the building and introduced a new restaurant. It is our goal to help transform the area into a vibrant downtown scene for Salisbury residents. In addition to the other improvements on 100 North Division Street, we propose purchasing from you a small portion of sidewalk in order to put in a basement stairwell.

These stairs into the basement would be used as the entrance for a wine bar. Tribus Reges would finance and oversee the build out, and has already found a handful of local restaurateurs that are interested in developing the concept. An alternative would be a retail space, with over 2,300 square feet of usable basement space. The basement has a sprinkler and fire alarm system, and no water issues.

The stairwell would be located on the plaza side of the building and would run parallel to the building. From the basement of our building the original stairs that led up to the plaza are still in place, and from outside one can see the street is caving in above the old stairwell. The stairs that we propose would restore the building's historical design.

It is our intention for this project to coincide with the street renovation set to occur next fall. Our goal would be to reroute the sidewalk slightly. Our design has the stairs extending out approximately 40 inches, depending on the barrier the city would choose to use. We propose to slightly shift the sidewalk and remove the parking space that was going to be placed next to the building. Since the building is at the corner of the plaza it will not disturb walking traffic. Because these are basement stairs it will not actually impede the view of the plaza.

As a huge proponent of the downtown Salisbury revitalization we can attest that it is the diverse features of a city that draws crowds, not uniformity. The basement bar concept has been around for some time, especially in cities like New York and Chicago which date back to the era of Speak Easy's. Tribus Regis would be willing to incur 100% of the cost for its installation, adhere to any request the city would like within reason as to its design, and would even be willing to purchase the sidewalk at a price of \$5,000.00. In addition to the sale price, the added square footage will increase the city's tax revenue. In addition, this project would bring more jobs to downtown Salisbury.

One of the biggest issues facing the development of downtown Salisbury is that building parameters make new construction difficult. This basement revitalization project is a way to create a new design with existing space. Included are diagrams and pictures of the proposed final layout. We would appreciate the opportunity to come before you to further outline this project and address any questions or concerns you might have. We look forward to working with you and are proud to be a part of Salisbury's revitalization.

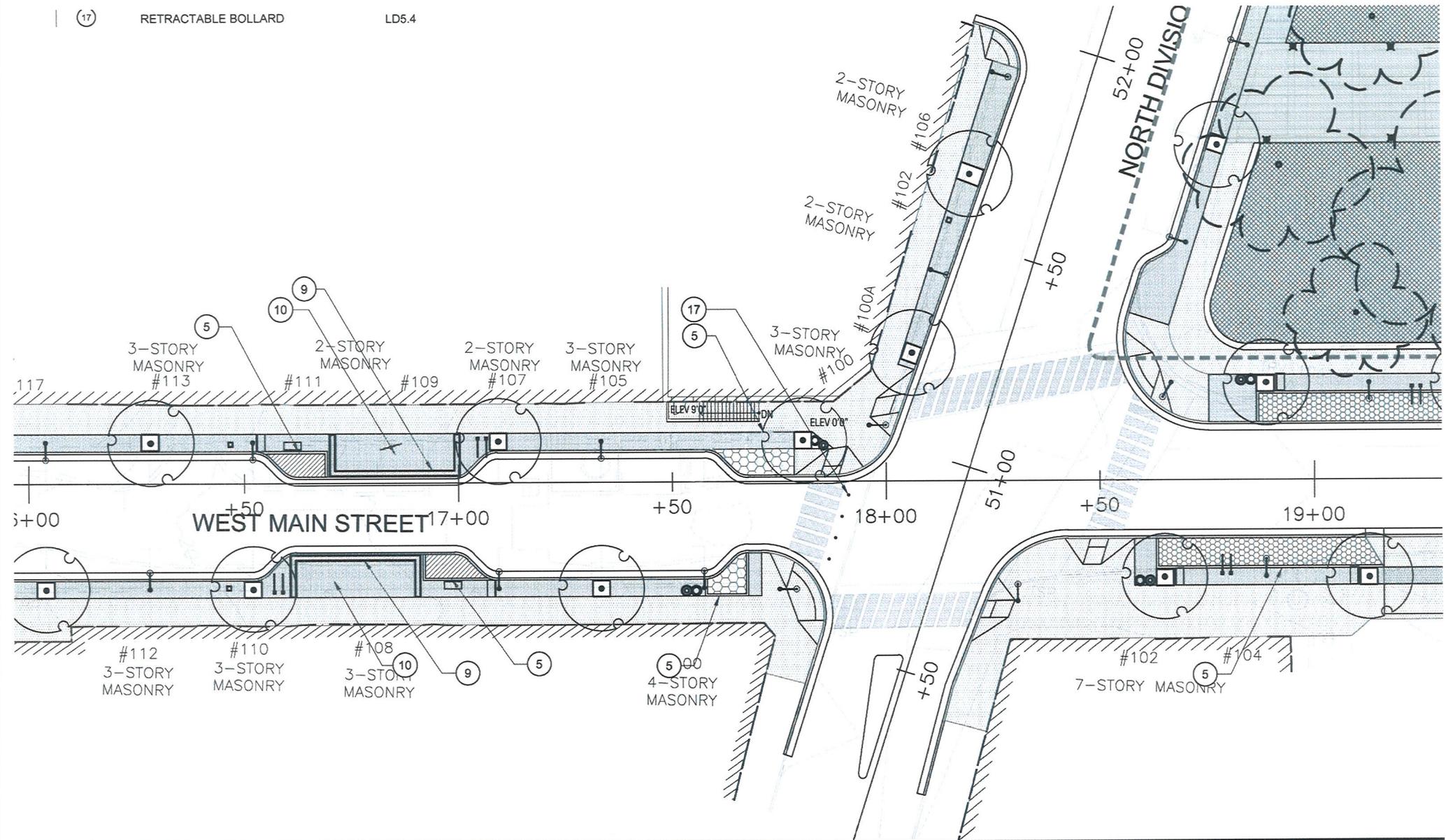
Thanks,

A handwritten signature in black ink that reads "Bret Davis". The signature is written in a cursive, flowing style.

Bret Davis

Managing Member,

Tribus Reges Properties



CITY OF SALISBURY, MARYLAND
CITY PARK COMMITTEE

DAVID PLOTTS
CHAIRMAN

March 20, 2015

CHRIS ROBERTS
VICE CHAIRMAN

Dear Mayor Ireton and City Council Members,

DARREN LUMPKIN
SECRETARY

The City Park Committee met on March 19, 2015 and has made the following formal unanimous recommendation.

AMAL ALI, PH.D.

The Committee received a proposal from the Salisbury Splashbury Committee to install a free public splash park in the City Park. The Splashbury Committee has stated that their plan is for a private-public venture for a splash park, where they plan to fundraise for the full construction cost and establish a maintenance endowment to provide the city with a revenue source for maintenance, similar to how Ben's Red Swings was established.

DAVID HERRICK

MICHAEL PERRY

TIM SPIES
COUNCIL LIAISON

The City Park Committee has heard the proposal from two of the Splashbury Committee's members, and has discussed the proposal in detail, including proposed locations at both the February and March meetings. The Splashbury Committee proposed four locations in the park: 1) at the fountain, 2) by the tennis courts, 3) the baseball field across the stream from Ben's Red Swings, and 4) near the Pony League baseball field, across the stream from the dog park.

The City Park Committee is recommending the City of Salisbury consider the concept of a splashpark in the City Park and begin further discussions with the Splashbury Committee.

If the City decides to move forward, the City Park Committee would like to continue to be involved in discussions, site selection, and planning.

The City Park Committee looks forward to your consideration. Please feel free to contact me at 443-880-0502 or david@davidplotts.com with any questions.

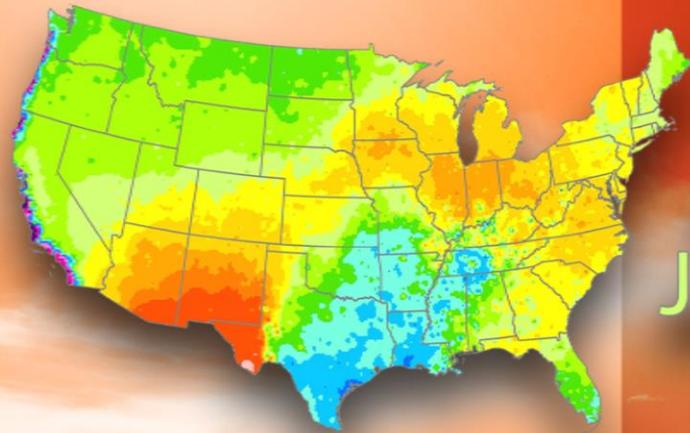
Thank you,



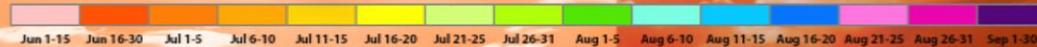
David Plotts
Committee Chairman

Enclosures: Splashbury Presentation
Splashbury Committee Membership

Hottest Days of Summer



Salisbury
July 11 - 15



Source: NOAA/NCDC

CLIMATE  CENTRAL





*Salvation Army
Richard Hazel Youth Center*

The background features a light blue circular gradient with several realistic water droplets of various sizes scattered in the corners. The droplets have highlights and shadows, giving them a three-dimensional appearance.

Splashbury

“Where children play on a hot summer day”

What is Splashbury?

A cool and refreshing water playground and fountains located in a public place where families gather for summer fun.

(aka Spray-Grounds or Splash Parks)



Target Date Summer 2016

Why Splashbury?

Spray park popularity has been growing rapidly over the past several years due to their many benefits which include relatively low cost of installation, upkeep and maintenance.



Ultimate in
playground fun

Promotes
community and
family gathering

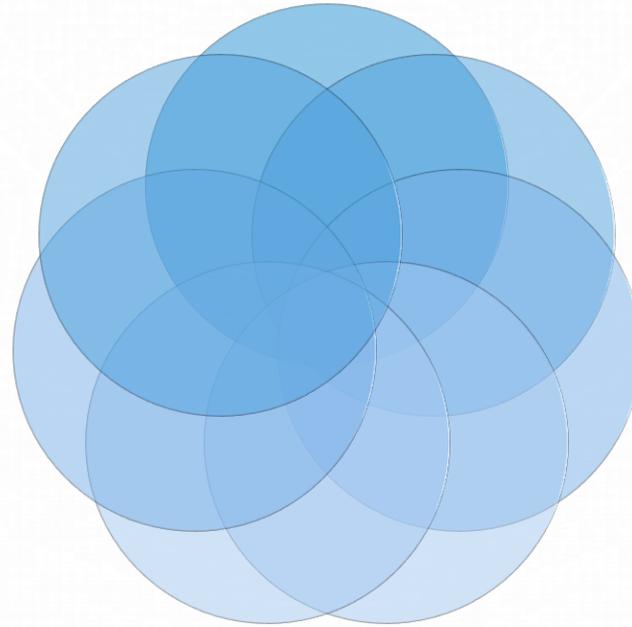
Relatively low cost
of upkeep and
maintenance

Available to all at
multiple locations

Flexibility to adjust
park to
surroundings

Stimulating and
interactive activity

Safe play
environment



Summer Fun!

If you have ever watched children splashing and laughing in a spray park, you likely have observed a level of excitement typically unseen in regular “dry” play areas.



Stimulating Interactive Environment

Playing in an interactive environment stimulates children's minds and keeps them active.



Safety



Spray parks are extremely safe. Since there is zero water accumulation there is no possibility of drowning.

Flexibility

Elements of a spray park are flexible and can be adjusted to reflect the park size, shape and surroundings.

Components may be in ground fountains or above ground elements, such as arches, columns or water cannons.



Sample Components

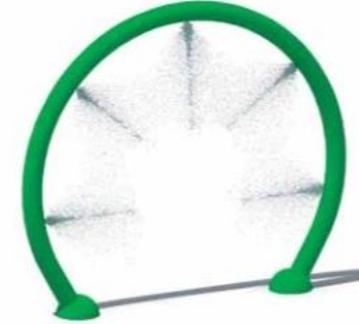
Blasters



Columns



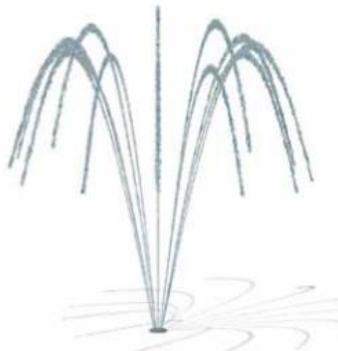
Loops



Structures



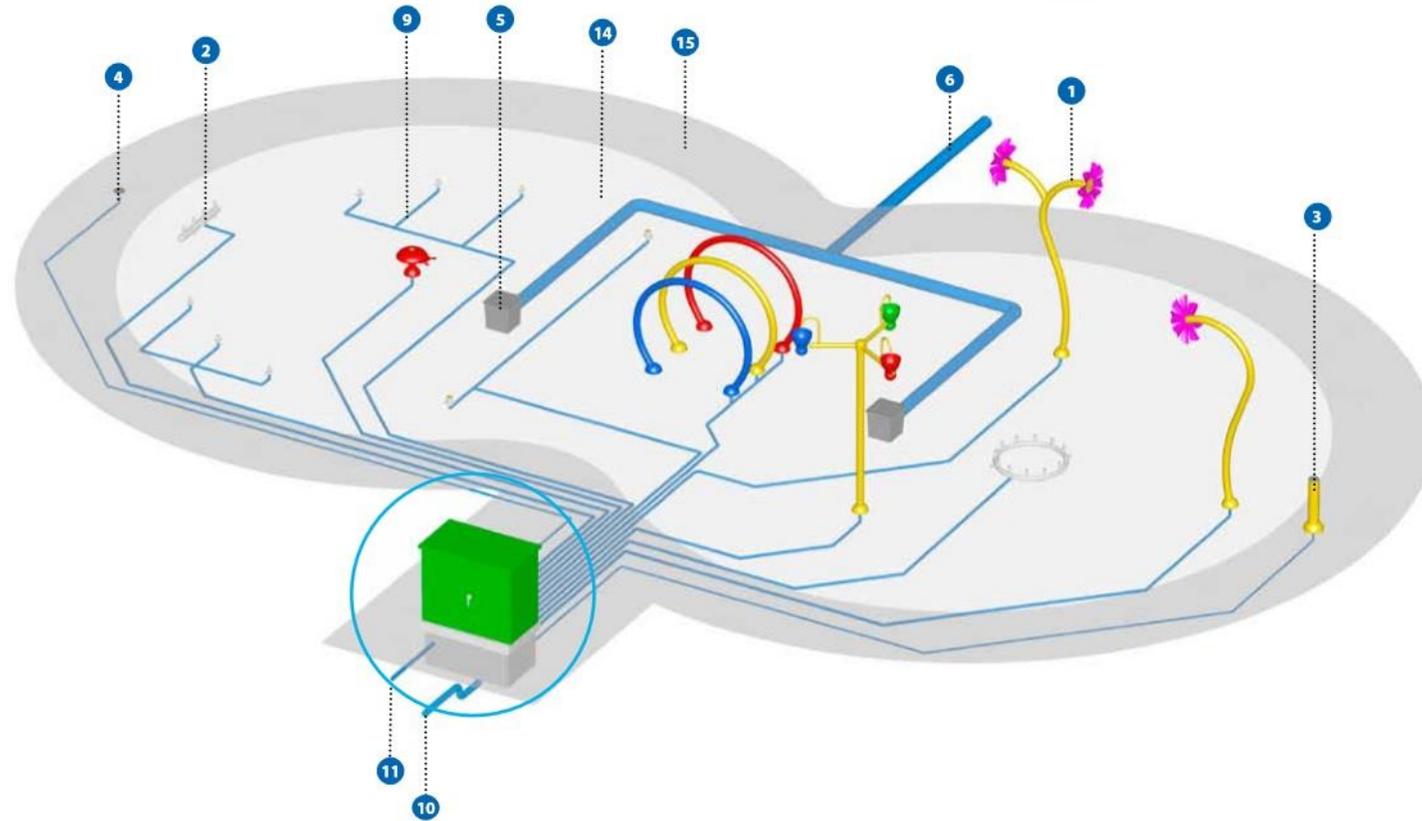
Ingounds



Activators



How does it work?





Employee Status: Normal
Office Status: Normal
[Employee Status Information](#)

- [Home](#)
- [Residents](#)
- [Business](#)
- [Public Agencies](#)
- [Visitors](#)
- [Recreation](#)
- [How Do I...?](#)

Recreation and Parks - Sprayground

- [Pavilion Availability-PDF](#)
- [Public Landings](#)
- [Geocaching](#)
- [Skate Park at Nicolet Park](#)
- [Sprayground at Nicolet Park](#)
- [Three Notch Trail](#)
- [Paddling County Waterways Parks](#)
- [Cardinal Gibbons Park](#)
- [Cecil Park](#)
- [Chancellor's Run Regional Park](#)
- [Chaptico Park](#)
- [Dorsey Park](#)
- [Elm's Beach Park](#)
- [Fifth District Park](#)
- [Hollywood Soccer Complex](#)
- [Jarboesville Park](#)
- [John G. Lancaster Park](#)
- [Laurel Ridge Park](#)
- [John Bagget Park at Laurel Grove](#)
- [Miedzinski Park](#)

The Sprayground at Nicolet Park offers an incredible array of water play activities to "beat the summer heat." The facility includes various components which spray water randomly. They include a Rainbow Arch, Super Spray, Vertical Spray, Mini-Sphere, Spray Circle, Triple Play with Buckets, and a Color Disc. The facility also includes a foot and shower tower.



The sprayground has a zero depth entry on the "poured-in-place" rubber play surface. The sprayground has nearly 1,200 square feet of play area and is ADA accessible. The facility uses re-circulated, chemically treated water.

The Sprayground is designed for children ages 2 through 12; all children age 8 and under must be accompanied/supervised by a parent or guardian at least 13 years of age.

The facility will be supervised during Hours of Operation.

HOURS OF OPERATION

General Hours

Open May 24, 2014
Close September 1, 2014

Daily 12:00p.m. to 6:00p.m.

Toddler Time
Mondays and Thursdays
10:45 a.m. - 11:45 a.m.
Children under 4 years old only

Sprayground Cancellation Line
301-475-4200 ext 1840

For Additional Information
Contact Tyrone Harris 240-434-6669 or the Recreation & Parks Main Office
301-475-4200 ext 1800.



Possible Splashbury Sites



Government
Office
Building
Courtyard

City Park
Fountain
Area

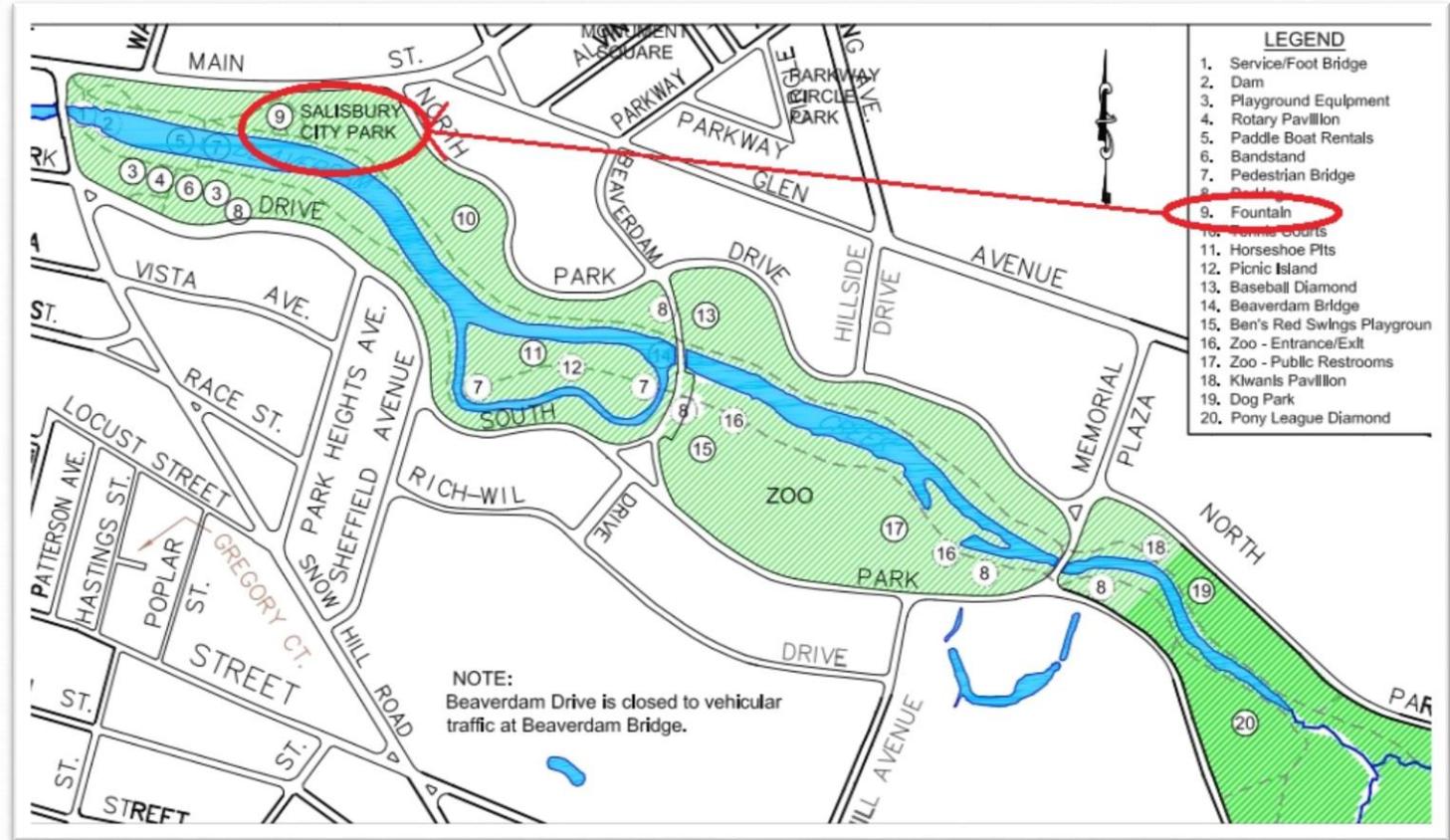
Integrated into
downtown
development
projects



*Government Office Building
Courtyard*



City Park Fountain Area



Downtown Development Project



Funding

Establish a
Splashbury
Endowment

- *Construction Costs*
- *Maintenance Costs*

Donors

- *Private contributions*
- *Corporate sponsors*
- *Family foundations*
- *Grants*
- *Community Foundation*
- *In-kind donations*

The background features a light blue circular pattern with a white center. Water droplets of various sizes are scattered in the corners, with a larger cluster in the bottom right and smaller ones in the top left and top right.

Splashbury

“Where children play on a hot summer day”

CITY OF SALISBURY, MARYLAND
CITY PARK COMMITTEE

DAVID PLOTTS
CHAIRMAN

March 20, 2015

CHRIS ROBERTS
VICE CHAIRMAN

Dear Mayor Ireton and City Council Members,

DARREN LUMPKIN
SECRETARY

The City Park Committee met on March 19, 2015 and has made the following formal unanimous recommendation.

AMAL ALI, PH.D.

Since August 2014, the Committee has been reviewing its bylaws, Resolution 1019. We have been comparing it to other recently established committee bylaws and bylaws of similar committees in other cities and towns. In our research and discussions, we came to the conclusion that our bylaws should be updated with modern language and that the committee wished to expand into a parks and recreation committee.

DAVID HERRICK

MICHAEL PERRY

TIM SPIES
COUNCIL LIAISON

The City currently has recreation facilities such as the Dog Park, Mountain Bike trails, exercise locations along the river, and Johnston's and Schumaker Pond, plus the Skatepark, which will hopefully soon be under construction. The City also has 11 parks and playgrounds, totaling 140 acres, spread throughout the city limits. We believe our committee would be best at providing recommendations for them, providing a forum for public input, and assisting in planning for regular or pocket parks, recreation facilities, and amenities.

Therefore, the attached resolution was drafted as revised committee bylaws, expanding the City Park Committee to become the City Parks and Recreation Committee.

The revised bylaws also address other topics such as committee membership, formally establishing the Council Liaison position, and modifying the quorum requirements.

The Committee looks forward to your consideration of this recommendation. Please feel free to contact me at 443-880-0502 or david@davidplotts.com with any questions.

Thank you,



David Plotts
Committee Chairman

Enclosures:

- Resolution 1019
- Revised Committee Charter (clean PDF)
- Revised Committee Charter (redline Word)

As amended on October 13, 2003

Resolution No. 1019

**A RESOLUTION OF THE COUNCIL OF THE CITY
OF SALISBURY, MARYLAND TO ESTABLISH THE
*CITY PARK COMMITTEE***

WHEREAS, the Salisbury City Park stands and serves as a symbol of the City of Salisbury, Maryland's history, landscape and quality of life; and

WHEREAS, the City Park serves as a necessary element of the character of the City of Salisbury, Maryland; and

WHEREAS, it is important to preserve and protect the Salisbury City Park as a functional city park; and

WHEREAS, The Mayor and Council of the City of Salisbury, Maryland have determined that, in order to preserve and protect this important community asset, a committee dedicated to the welfare and upkeep of the City Park should be formed.

NOW, THEREFORE, BE IT RESOLVED by the Salisbury City Council that a *City Park Committee* be hereby established, as follows:

1) **Establishment and Purpose**

There is hereby established the City Park Committee. The purposes of this committee are to:

- 1) Provide advice to the Mayor and City Council on current needs and future development of the City Park.
- 2) To receive gifts and donations from donors either for capital improvements approved by the City Council for Current or future annual expenses, or to be held in trust for some purpose or purposes approved by the City Council.

2) **Authority**

The authority of the City Park Committee shall be to make recommendations to the Mayor and the City Council for the current needs and future development of the City Park. The committee shall not have power to direct the City staff towards action.

Recommendations

Recommendations of the City Park Committee shall be reported the Public Works Director, the Mayor and the City Council.

3) Membership

A board of nine (9) members serving three (3) year terms shall make up the City Park Committee. However, three of the initial members shall serve two (2) years, and three other initial members shall serve one (1) year to create a staggered term system. The Mayor with the advice and consent of the Council shall appoint members.

4) Officers

The membership shall elect a chair and a vice-chair from among its membership. A chairperson, selected by the committee, shall head the committee's affairs.

5) Staff Support

The City Park Committee shall receive staff support from the City of Salisbury Public Works Department.

6) Meetings

The City Park Committee shall hold public meetings as often as deemed necessary by the committee. A record of minutes of the committee's meetings shall be kept. A majority of the members of the committee shall constitute a quorum for the transaction of business, and a majority of those present shall decide any question.

7) Compensation

The members of the Committee shall serve voluntarily and without compensation.

9) Maintenance of Funds

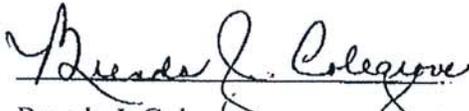
Nothing herein, shall be interpreted as allowing the City Park Committee to deposit, maintain, or expend any funds from bank deposit or deposits held in its own name. Donations received by the City Park Committee shall be transmitted to the City Treasurer and deposited in a separate fund for this purpose, but expenditures from such fund shall be on checks signed by the designated City Officials.

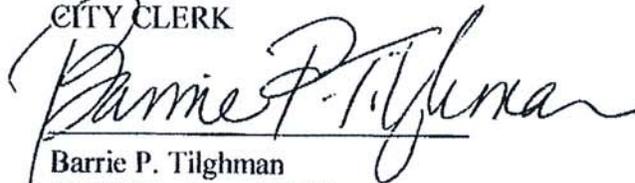
10) Liaison with County Parks and Recreation Department

The City Park Committee shall coordinate with the Wicomico County Parks and Recreation Department.

THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of the City Of Salisbury, Maryland held on October 13 of the year 2003 and is to become effective immediately upon adoption.

ATTEST:


Brenda J. Colgrove
CITY CLERK


Barrie P. Tilghman
MAYOR, City of Salisbury


Lavonzella Siggers
— PRESIDENT, City Council

1
2
3 **A RESOLUTION OF THE COUNCIL OF THE CITY**
4 **OF SALISBURY, MARYLAND TO ESTABLISH THE**
5 **CITY PARKS & RECREATION COMMITTEE**
6
7

8 WHEREAS, recreation builds family unity, strengthens neighborhood involvement,
9 promotes health, offers opportunities for social interaction, enhances education, develops
10 creativity, and promotes cultural diversity; and
11

12 WHEREAS, park and recreation programs boost our economy, enhance property values,
13 attract new businesses, increase tourism, and reduce crime; and
14

15 WHEREAS, the Salisbury City Park, a necessary element of the character of the City of
16 Salisbury, stands and serves as a symbol of the City of Salisbury, Maryland’s history, landscape,
17 and quality of life; ~~and~~
18

19 ~~WHEREAS, the City Park serves as a necessary element of the character of the City of~~
20 ~~Salisbury, Maryland; and~~
21

22 ~~WHEREAS, it is important to preserve and protect the Salisbury City Park as a functional~~
23 ~~city park; and; and~~
24

25 ~~WHEREAS, the City Park serves as a necessary element of the character of the City of~~
26 ~~Salisbury, Maryland; and~~
27

28 ~~WHEREAS, it is important to preserve and protect the Salisbury City Park as a functional~~
29 ~~city park; and~~
30

31 NOW, THEREFORE, BE IT RESOLVED, by the Salisbury City Council that a ~~a~~ the City Park
32 Committee be hereby ~~established~~ establishedrenamed and reestablished, with its current
33 membership, as follows:
34

35 **1. Establishment and Purpose**

36 There is hereby established the City Parks & Recreation Committee (“Committee”). The
37 purposes of this Committee are to:

- 38 1) Provide advice to the Mayor, ~~and~~ ~~and~~ City Council, and City Staff on the current
39 needs and future development of ~~the City Park~~ the City Park city parks and public
40 recreation;
41 2) To advise on the acquisition, development, operation, and maintenance of public
42 parcs, playgrounds, recreational centers, and other areas to promote and preserve
43 the health and general welfare of the people of the City of Salisbury;
44 3) To provide a forum for the public to express their views related to city parks and
45 recreation, and other related issues.

- 46 4) To promote interest, cooperation, and support among public and private
 47 organizations, agencies, and local residents for the city's parks and recreational
 48 facilities and programs;
 49 5) Increase community awareness of the city parks and recreational programs;
 50 6) Review the annual Capital Improvement Plan and Budget to provide
 51 recommendations regarding funding for projects relating to parks and recreation
 52 in the City;
 53 7) Advise and assist City staff members in applying for grant funding for projects
 54 relating to parks and recreation;
 55 ~~1)8) Be a resource to and interact with the City Public Works Department, the~~
 56 ~~City Police Department, and the City Planning Commission, specific to the city~~
 57 ~~parks and recreation; and~~
 58 ~~1)~~
 59 ~~2)9) To r~~
 60 ~~To r~~Receive and review all gifts and donations for the city's parks and recreation
 61 programs, not specifically covered in the Policy for Donation of Items for the City
 62 Park (Resolution 2206, as amended), from donors either for capital improvements
 63 approved by the City Council for current or future annual expense, or to be held in
 64 trust for some purpose of the purposes approved by the City Council. ~~from donors~~
 65 ~~either for capital improvements approved by the City Council for current or future~~
 66 ~~annual expenses, or to be held in trust for some purpose or purposes approved by the~~
 67 ~~City Council.~~

68
69
70 **2. Authority**

71 The authority of the City Park ~~City Park~~ Committee shall be to provide advice and make
 72 recommendations, ~~to the Mayor and the City Council for the current needs and future~~
 73 ~~development of the City Park to the Mayor and the City Council for the current needs and~~
 74 ~~future development of the City Park.~~ The committee shall not have the power to
 75 direct ~~the~~ the City staff toward action.
 76

77 **3. Recommendations**

78 ~~Advice and r~~Recommendations of the City Park ~~City Park~~ Committee shall be
 79 reported, in writing, either on paper or electronically, to the Public Works Director, the
 80 Mayor, and/or the City Council. In making recommendations, the Committee should
 81 take into consideration the estimated or potential costs and benefits of any recommended
 82 changes or policies.
 83

84 **4. Membership**

85 A board of five (5) to nine (9) members serving three (3) year terms shall make up the
 86 City Park Committee. ~~However, three of the initial members shall serve two (2) years,~~
 87 ~~and three other initial members shall serve one (1) year to create a staggered term system.~~
 88 ~~However, three of the initial members shall serve two (2) years, and three other initial~~
 89 ~~members shall serve one (1) year to create a staggered term system.~~ The Mayor with the
 90 advice and consent of the City Council shall appoint members.
 91

92 Members are expected to attend a majority of the Committee meetings. Excessive
93 absences could subject a member to removal by a majority vote of the Committee.

94
95 **5. Holding Over and Reappointment**

96 Upon the expiration of their terms, members of the Committee may be reappointed.
97 Members shall continue to serve until they are reappointed and confirmed or their
98 replacements are appointed and confirmed.

99
100 **6. Council Liaison**

101 The City Council shall designate one of its members to be its liaison to the Committee,
102 and the Liaison shall be invited to attend all committee meetings and shall be entitled to
103 vote on Committee matters. The liaison may not hold an Officer position and does may
104 not hold one of the membership positions as described in Section 4.

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108 **5.7. Officers**

109 The membership shall elect a chair, ~~and~~ and vice-chair, and secretary from among its
110 membership to serve for a term of one year. The election shall be at the last meeting of
111 each calendar year and take effect the coming calendar year.

112
113 The ~~A eA e~~Chairperson~~person~~, selected by the ~~ee~~Committee, shall head
114 the ~~ee~~Committee's affairs. The Chair shall prepare an agenda and will preside over all
115 Committee meetings. The Chair ~~can~~may assign duties to other officers from time to time.

116
117 The Vice-Chair, selected by the Committee, shall preside over meetings in the absence of
118 the Chair, and shall perform such other duties as the Chair shall direct.

119
120 The Secretary, selected by the Committee, shall record minutes of all meetings, keep an
121 up-to-date roll of members, record member attendance, issue notices of all meetings, and
122 perform other such duties, as the Chair shall direct. The Secretary shall ensure the City
123 Clerk's office receives a copy of all Committee records. The Secretary shall preside over
124 meetings in the absence of the Chair and Vice Chair.

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127 **6.8. Staff Support**

128 The ~~City Park~~ ~~City Park~~ Committee shall receive staff support from the City of Salisbury
129 Public Works Department. Staff support shall not be a voting member of the Committee.

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132 **7.9. Meetings**

133 The ~~City Park~~ Committee shall meet monthly, at times and places to be determined by the
134 Committee, and shall hold additional meetings as it deems necessary to perform its
135 functions. The meetings of the Committee shall be open to the public and be advertised
136 in accordance with the Maryland Open Meetings Act, as amended from time to time. ~~hold~~

137 ~~public meetings as often as deemed necessary by the Committee.~~ hold public meetings as
138 often as deemed necessary by the Committee.

139
140 Committee members may participate in meetings via any appropriate and available
141 electronic means, such as telephone or video conference, provided that no more than one
142 Committee member is exercising this option at one meeting and the member has unusual
143 circumstances preventing their physical attendance.

144
145 Robert's Rules of Order shall govern all meetings, except insofar as such rules are
146 inconsistent with these bylaws.

147
148 **10.** ~~A record of minutes of the Committee's meetings shall be kept.~~ A record of minutes of
149 the Committee's meetings shall be kept. ~~Minutes~~
150 Minutes shall be taken at all regular and special meetings of the Committee, which shall
151 consist of a record of summary of all motions, proposals, resolutions, and any other
152 matters formally voted upon, and the vote thereon.

153
154 **11. Quorum**

155 A majority of the members currently appointed to ~~of~~ ~~the committee~~ ~~committee~~
156 Committee, excluding the City Council Liaison, shall constitute a quorum for the
157 transaction of business, and a majority of those present shall decide any question.

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159 **8.12. Compensation**

160 The members of the Committee shall serve voluntarily and without compensation.

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163 **9.13. Maintenance of Funds**

164 Nothing herein, shall be interpreted as allowing the ~~City Park~~ ~~City Park~~ Committee to
165 deposit, maintain, or expend any funds ~~from bank depot or deposits~~ ~~from bank depot or~~
166 ~~deposits~~ held in its own name. Donations received by the ~~City Park~~ ~~City Park~~ Committee
167 shall be transmitted to the City ~~Treasurer~~ Treasurer Finance Department, and deposited in
168 a separate fund for this ~~fund for this~~ account for the designated purpose, ~~and shall be on~~
169 ~~checks signed by the designed City Officials.~~ and shall be on checks signed by the
170 designed City Officials.

171
172 **10.14. Liaison with County Parks and Recreation Department Coordination**

173 The ~~City Park~~ ~~City Park~~ Committee shall coordinate with ~~the~~ the other City Boards &
174 Commissions, Wicomico County Parks and Recreation Department, and the Wicomico
175 County Recreation Commission.

176
177 Other nonprofit groups who use the city parks should be consulted with as necessary,
178 including, but not limited to the Salisbury Skatepark Committee, Salisbury Community
179 Band, Ben's Red Swings, and Winter Wonderland of Lights Committee.

**A RESOLUTION OF THE COUNCIL OF THE CITY
OF SALISBURY, MARYLAND TO ESTABLISH THE
CITY PARKS & RECREATION COMMITTEE**

WHEREAS, recreation builds family unity, strengthens neighborhood involvement, promotes health, offers opportunities for social interaction, enhances education, develops creativity, and promotes cultural diversity; and

WHEREAS, park and recreation programs boost our economy, enhance property values, attract new businesses, increase tourism, and reduce crime; and

WHEREAS, the Salisbury City Park, a necessary element of the character of the City of Salisbury, stands and serves as a symbol of the City of Salisbury, Maryland's history, landscape, and quality of life.

NOW, THEREFORE, BE IT RESOLVED, by the Salisbury City Council that the City Park Committee be hereby renamed and reestablished, with its current membership, as follows:

1. Establishment and Purpose

There is hereby established the City Parks & Recreation Committee ("Committee"). The purposes of this Committee are to:

- 1) Provide advice to the Mayor, City Council, and City Staff on the current needs and future development of city parks and public recreation;
- 2) To advise on the acquisition, development, operation, and maintenance of public parks, playgrounds, recreational centers, and other areas to promote and preserve the health and general welfare of the people of the City of Salisbury;
- 3) To provide a forum for the public to express their views related to city parks and recreation, and other related issues.
- 4) To promote interest, cooperation, and support among public and private organizations, agencies, and local residents for the city's parks and recreational facilities and programs;
- 5) Increase community awareness of the city parks and recreational programs;
- 6) Review the annual Capital Improvement Plan and Budget to provide recommendations regarding funding for projects relating to parks and recreation in the City;
- 7) Advise and assist City staff members in applying for grant funding for projects relating to parks and recreation;
- 8) Be a resource to and interact with the City Public Works Department, the City Police Department, and the City Planning Commission, specific to the city parks and recreation; and
- 9) Receive and review all gifts and donations for the city's parks and recreation programs, not specifically covered in the Policy for Donation of Items for the City Park (Resolution 2206, as amended).

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2. Authority

The authority of the Committee shall be to provide advice and recommendations. The committee shall not have the power to direct City staff toward action.

3. Recommendations

Advice and recommendations of the Committee shall be reported, in writing, either on paper or electronically, to the Public Works Director, the Mayor, and/or the City Council. In making recommendations, the Committee should take into consideration the estimated or potential costs and benefits of any recommended changes or policies.

4. Membership

A board of five (5) to nine (9) members serving three (3) year terms shall make up the City Park Committee. The Mayor with the advice and consent of the City Council shall appoint members.

Members are expected to attend a majority of the Committee meetings. Excessive absences could subject a member to removal by a majority vote of the Committee.

5. Holding Over and Reappointment

Upon the expiration of their terms, members of the Committee may be reappointed. Members shall continue to serve until they are reappointed and confirmed or their replacements are appointed and confirmed.

6. Council Liaison

The City Council shall designate one of its members to be its liaison to the Committee, and the Liaison shall be invited to attend all committee meetings and shall be entitled to vote on Committee matters. The liaison may not hold an Officer position and may not hold one of the membership positions as described in Section 4.

7. Officers

The membership shall elect a chair, vice-chair, and secretary from among its membership to serve for a term of one year. The election shall be at the last meeting of each calendar year and take effect the coming calendar year.

The Chair, selected by the Committee, shall head the Committee's affairs. The Chair shall prepare an agenda and will preside over all Committee meetings. The Chair may assign duties to other officers from time to time.

The Vice-Chair, selected by the Committee, shall preside over meetings in the absence of the Chair, and shall perform such other duties as the Chair shall direct.

The Secretary, selected by the Committee, shall record minutes of all meetings, keep an up-to-date roll of members, record member attendance, issue notices of all meetings, and perform other such duties, as the Chair shall direct. The Secretary shall ensure the City Clerk's office receives a copy of all Committee records. The Secretary shall preside over meetings in the absence of the Chair and Vice Chair.

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8. Staff Support

The Committee shall receive staff support from the City of Salisbury Public Works Department. Staff support shall not be a voting member of the Committee.

9. Meetings

The Committee shall meet monthly, at times and places to be determined by the Committee, and shall hold additional meetings as it deems necessary to perform its functions. The meetings of the Committee shall be open to the public and be advertised in accordance with the Maryland Open Meetings Act, as amended from time to time.

Committee members may participate in meetings via any appropriate and available electronic means, such as telephone or video conference, provided that no more than one Committee member is exercising this option at one meeting and the member has unusual circumstances preventing their physical attendance.

Robert’s Rules of Order shall govern all meetings, except insofar as such rules are inconsistent with these bylaws.

10. Minutes

Minutes shall be taken at all regular and special meetings of the Committee, which shall consist of a record of summary of all motions, proposals, resolutions, and any other matters formally voted upon, and the vote thereon.

11. Quorum

A majority of the members currently appointed to the Committee, excluding the City Council Liaison, shall constitute a quorum for the transaction of business, and a majority of those present shall decide any question.

12. Compensation

The members of the Committee shall serve voluntarily and without compensation.

13. Maintenance of Funds

Nothing herein, shall be interpreted as allowing the Committee to deposit, maintain, or expend any funds held in its own name. Donations received by the Committee shall be transmitted to the City Finance Department, and deposited in a separate account for the designated purpose.

14. Coordination

The Committee shall coordinate with other City Boards & Commissions, Wicomico County Parks and Recreation Department, and the Wicomico County Recreation Commission.

Other nonprofit groups who use the city parks should be consulted with as necessary, including, but not limited to the Salisbury Skatepark Committee, Salisbury Community Band, Ben’s Red Swings, and Winter Wonderland of Lights Committee.

City of Salisbury



JAMES IRETON JR.
MAYOR

TOM STEVENSON
CITY ADMINISTRATOR



Maryland

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



BARBARA DUNCAN
CHIEF OF POLICE

April 15, 2015

TO: Tom Stevenson

FROM: Colonel David Meienschein

SUBJECT: Ordinance – Budget Amendment

The members of the Salisbury Police Department are required to complete firearms training and officer recertification yearly. The ammunition utilized during the training has brass casings which are collected and stored. When the storage bins are full the officers transport the brass casings to Delmarva Recycling Inc., and they pay us the fair market value for the brass.

The monies collected for the brass casings in the amount of \$1,470.00 is forwarded to the City and deposited in the General Fund. I am requesting a Budget Amendment to recognize that that revenue has been received by the City and to increase the Police Department small tools account (21021-546009) in the same amount to purchase service weapons for new officers.

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

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

David Meienschein
Assistant Chief of Police

Memo

To: Tom Stevenson
From: Susan Phillips, Director NSCC
Date: April 24, 2015
Re: 4 & 3 Amortization Cover Memo

Attached you will find the final draft of an ordinance amortizing the legal non-conforming uses that were granted in 2006.

The experiment for 4-2 was supposed to give relief to single family neighborhoods. The administration feels it is time for these legal non-conforming uses to cease and return to either a maximum of two (2) unrelated or the intended use of single family occupancy. As you will see below the calls for service from the Salisbury Police Department, those residing in these non-conformities have wreaked havoc on the neighborhoods with parties in the middle of the night and constant disregard for their neighborhoods.

The breakdown of total number of exemptions granted are as follows:

4-3 = 221
4-4 = 156
Total 377

This total is fifteen percent (15%) of the population of single family dwellings in residential districts in the City.

During a recent review of the list of the 4's and 3's, it was found that the structures housing the 3's were never inspected during the approval process. Only an application was made by the June 30, 2006 deadline. If this was achieved, then the approval for the occupancy status was granted. No consideration was given at this time for code requirements.

Occupancy issues have risen tremendously, approximately three hundred percent (300%) in the past few years. Code enforcement staff members are having to divert their enforcement from structural and nuisance type violations to investigation of occupancy complaints, which is very time consuming. This has been a large draw of City services.

The calls for service from the Salisbury Police Department and Neighborhood Services & Code Compliance (NSCC) is as follows, solely based in residential neighborhoods (SPD's calls date back to 2006, NSCC's calls date back to 2010):

4-3 - Police Calls	4,889
4-3 - NSCC violations	1,998
4-4 - Police Calls	2,745

The top five (5) properties with the highest calls for service from SPD had the following individually:

1. 98 calls for service
2. 80 calls for service
3. 60 calls for service
4. 56 calls for service
5. 56 calls for service

The administration feels the draw on City services is too great to allow this to continue.

In addition, the legal non-conformities have substantially affected the character of the residential neighborhoods and has had a negative effect on the quality of life for many residents. Traffic and parking tends to be greater when more adults live in a household vs. a family. Also, a family of 3 or 4 many times tend to live a different lifestyle than a household of 3 or 4 adults. Poor behavior and noise can be an issue, inattention to litter and property appearance can lead to a negative reflection of the neighborhood. Just one conversion of a single family dwelling can severely impact a residential neighborhood.

The administration has investigated locations where the students effected by the 4-3 and 4-4 ordinance would relocate from the single family neighborhoods. The Salisbury University Land Use designation seems to be the best fit.

The Salisbury University Land Use designation encompasses approximately 661.0 acres. Of the 661.0 acres, 400.0 acres are within the existing corporate boundary and the remaining 261.0 acres are in the proposed growth area. This area can efficiently accommodate any student housing rentals that may need to relocate from the single-family neighborhoods. The following table represents the residential build-out of undeveloped land:

Area	Undeveloped Land	New Housing Units
Within City	57.0 acres	684.0
Outside of City	14.25 acres	168.0
Total	71.25	852.0

Unless you or the mayor has any questions please forward this information to the city council for review and consideration.

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(B) Any existing lawful occupancy, in any dwelling or dwelling unit, including an apartment in an R-5, R-8 or R-10 district, or Spring Chase PRD No. 1, the maximum shall be three unrelated persons, not including the children of either of them, if the dwelling or dwelling unit was occupied by three unrelated persons, during a period of one year, prior to December 16, 2002. The occupancy may continue as a nonconforming use-, until _____, after which the dwelling unit shall cease to be a legal nonconforming use and must comply with all current standards applicable to dwellings not occupied by three unrelated persons prior to December 16, 2002. In an apartment, the maximum occupancy shall not exceed the number of unrelated persons set forth in subsection (1)(b)(ii) of this section.

(C) Any existing lawful occupancy, in any dwelling or dwelling unit, including an apartment in an R-5, R-8 or R-10 district, or Spring Chase PRD No. 1, the maximum shall be four unrelated persons, not including the children of either of them, if the dwelling or dwelling unit was occupied by four unrelated persons, during a period of one year, prior to December 16, 2002, and meets the requirements of Section 15.24.1600. The occupancy may continue as a nonconforming use-, until _____, after which the dwelling unit shall cease to be a legal nonconforming use and must comply with all current standards applicable to dwellings not occupied by four unrelated persons prior to December 16, 2002. In an apartment, the maximum occupancy shall not exceed the number or unrelated persons set forth in subsection (1)(b)(ii) of this section.

(D) The following lots are exempt from the occupancy restriction set forth in subsection (1)(b)(i)(A) of this section: all dwelling units shown on an approved final comprehensive development plan; and where the total land area shown thereon is subject to a special exception granted by the board of zoning appeals prior to December 23, 2002; and for which the director of building, housing and zoning has determined that the units were proposed and constructed primarily for student housing.

ii. In any district other than an R-5, R-8 or R-10 district, in an apartment or any attached dwelling unit, except a townhouse or duplex dwelling, the maximum shall be the following number of unrelated persons not including the children of any of them:
Two – in an efficiency or one bedroom unit;

72 Three – in a unit having two or more bedrooms; or
73 Four – in any unit constructed after November 25, 2002 (effective date of
74 Ordinance No. 1864) having two or more bedrooms, if the entire parcel or
75 tract of land on which it is located complies with the off-street parking
76 requirement in effect when it was completed.

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78 All dwelling unites shall comply with parking code requirements.

79
80 c. A group of not more than four persons who are approved by the department of
81 neighborhood services and code compliance pursuant to Section 15.24.1620 as a
82 “functional family.”

83 AND BE IT FURTHER ORDAINED BY THE COUNCIL OF THE CITY OF
84 SALISBURY, MARYLAND, that this Ordinance shall take effect from and after the date
85 of its final passage, but in no event until ten (10) days after the date of the Council’s
86 Public Hearing, and

87
88 THE ABOVE ORDINANCE was introduced at a meeting of the Council on the
89 _____ day of _____, 2015 and thereafter, a statement of the substance
90 of the ordinance having been published as required by law, in the meantime, was finally
91 passed by the Council on the ____ day of _____, 2015.

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97 ATTEST:

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100 _____
101 Kimberly R. Nichols
102 City Clerk

Jacob R. Day, President
Salisbury City Council

103 Approved by me this ____
104 day of _____, 2015.

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106 _____
107 James Ireton, Jr., Mayor
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- b. Any existing lawful occupancy, in any dwelling or dwelling unit, including an apartment in an R-5, R-8 or R-10 district, or Spring Chase PRD No. 1, the maximum shall be three unrelated persons, not including the children of either of them, if the dwelling or dwelling unit was occupied by three unrelated persons, during a period of one year, prior to December 16, 2002. The occupancy may continue as a nonconforming use-, until _____, after which the dwelling unit shall cease to be a legal nonconforming use and must comply with all current standards applicable to dwellings not occupied by three unrelated persons prior to December 16, 2002. In an apartment, the maximum occupancy shall not exceed the number of unrelated persons set forth in subsection (I)(B)(1)(c) of this section.
 - c. Any existing lawful occupancy, in any dwelling or dwelling unit, including an apartment in an R-5, R-8 or R-10 district, or Spring Chase PRD No. 1, the maximum shall be four unrelated persons, not including the children of either of them, if the dwelling or dwelling unit was occupied by four unrelated persons, during a period of one year, prior to December 16, 2002, and meets the requirements of Section 15.24.1600. The occupancy may continue as a nonconforming use-, until _____, after which the dwelling unit shall cease to be a legal nonconforming use and must comply with all current standards applicable to dwellings not occupied by four unrelated persons prior to December 16, 2002. In an apartment, the maximum occupancy shall not exceed the number or unrelated persons set forth in subsection (I)(B)(2) of this section.
 - d. The following lots are exempt from the occupancy restriction set forth in subsection (I)(B)(1)(a) of this section: all dwelling units shown on an approved final comprehensive development plan; and where the total land area shown thereon is subject to a special exception granted by the board of zoning appeals prior to December 23, 2002; and for which the director of building, housing and zoning has determined that the units were proposed and constructed primarily for student housing.
2. In any district other than an R-5, R-8 or R-10 district, in an apartment or any attached dwelling unit, except a townhouse or duplex dwelling, the maximum shall be the following number of unrelated persons not including the children of any of them:
Two – in an efficiency or one bedroom unit;

72 Three – in a unit having two or more bedrooms; or
73 Four – in any unit constructed after November 25, 2002 (effective date of
74 Ordinance No. 1864) having two or more bedrooms, if the entire parcel or
75 tract of land on which it is located complies with the off-street parking
76 requirement in effect when it was completed.

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78 All dwelling unites shall comply with parking code requirements.
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80 C. A group of not more than four persons who are approved by the department of
81 neighborhood services and code compliance pursuant to Section 15.24.1620 as a
82 “functional family.”

83 AND BE IT FURTHER ORDAINED BY THE COUNCIL OF THE CITY OF
84 SALISBURY, MARYLAND, that this Ordinance shall take effect from and after the date
85 of its final passage, but in no event until ten (10) days after the date of the Council’s
86 Public Hearing, and
87

88 THE ABOVE ORDINANCE was introduced at a meeting of the Council on the
89 _____ day of _____, 2015 and thereafter, a statement of the substance
90 of the ordinance having been published as required by law, in the meantime, was finally
91 passed by the Council on the ____ day of _____, 2015.
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97 ATTEST:
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100 _____
101 Kimberly R. Nichols
102 City Clerk

Jacob R. Day, President
Salisbury City Council

103 Approved by me this ____
104 day of _____, 2015.
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107 _____
108 James Ireton, Jr., Mayor
109

INTER

OFFICE

MEMO

OFFICE OF THE MAYOR

To: Tom Stevenson, City Administrator
From: Julia Glanz, Assistant City Administrator
Subject: Budget Amendment to Provide Funding to Acquire Properties at Tax Sale
Date: May 13, 2015

Please find the attached budget amendment to provide funding to acquire properties at Tax Sale. There are currently 15 properties that the City would like to acquire with the goal of rehabilitation, repurpose or demolition to help revitalize our neighborhoods. We would like to acquire these properties on June 17, 2015, instead of waiting another full calendar year until the next Tax Sale of 2016. The City will work with community partners to systematically improve the health of our neighborhoods.

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

Attachment: Budget Amendment to Provide Funding to Acquire Properties at Tax Sale

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN AMENDMENT OF THE FISCAL YEAR 2015 GENERAL FUND BUDGET TO APPROPRIATE FUNDING FOR PURCHASE OF PROPERTY AT TAX SALE AS PART OF A COMMUNITY DEVELOPMENT INITIATIVE.

WHEREAS, the City of Salisbury is interested in the revitalization of abandoned or troubled properties; and

WHEREAS, the City is determined to reverse the effects of urban flight to the suburbs; and

WHEREAS, the City has identified the properties in the attached schedule as those which have the potential to become a blighting influence on the neighborhood they are in; and

WHEREAS, the City believes that the revitalization of certain areas can be facilitated if the City is able to gain control of these properties; and

WHEREAS, the City believes that these properties have the potential to be redeveloped for low to moderate income housing and community purposes; and

WHEREAS, after acquisition of these properties the City will work with community partners to rehabilitate, repurpose, or demolish these properties for the betterment of the community; and

WHEREAS, the City agrees to fund the purchase at the 2015 tax sale of any or all of the properties listed in Schedule A, attached hereto, for community development purposes; and

WHEREAS, the City's Fiscal Year 2015 budget does not contain an appropriation sufficient to cover this purchase.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND THAT THE City's Fiscal Year 2015 General Fund Budget be and hereby is amended as follows:

- 1) Increase Current Surplus Available (01000-469810) by \$45,357
- 2) Increase Land Acquisition (90500-577020) Budget by \$45,357

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

ATTEST:

Kimberly R. Nichols, City Clerk

Jacob R. Day, President
Salisbury City Council

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APPROVED BY ME THIS ____ day of _____, 2015.

James Ireton, Jr., Mayor

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Schedule A – Properties

	Address	City	St	Zip+Ext	Assessed Value
1014	CECIL ST	SALISBURY	MD	21804	35,300
106	COLONIAL CT	SALISBURY	MD	21801	92,000
28136	CROSS CREEK DR	SALISBURY	MD	21801	239,900
317	E COLLEGE AVE	SALISBURY	MD	21804	59,600
111	E PHILADELPHIA AVE	SALISBURY	MD	21801	51,700
329	DELAWARE AVE	SALISBURY	MD	21801	19,500
414	ELIZABETH ST	SALISBURY	MD	21801	25,800
6092	FULLER LN	SALISBURY	MD	21801	234,133
507	HAMMOND ST	SALISBURY	MD	21804	147,267
407	MONTICELLO AVE	SALISBURY	MD	21801	106,800
209	NEW YORK AVE	SALISBURY	MD	21801	79,200
413	PATTERSON AVE	SALISBURY	MD	21801	56,600
205	PRYOR AVE	SALISBURY	MD	21804	80,700
711	SPRING AVE	SALISBURY	MD	21804	53,200
511	TRUITT ST	SALISBURY	MD	21804	44,200
119	VAN BUREN AVE	SALISBURY	MD	21801	36,200
204	W PHILADELPHIA AVE	SALISBURY	MD	21801	78,500

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