



## CITY OF SALISBURY CITY COUNCIL AGENDA

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November 28, 2016  
Government Office Building

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6:00 p.m.  
Room 301

Times shown for agenda items are estimates only.

6:00 p.m. CALL TO ORDER

6:01 p.m. WELCOME/ANNOUNCEMENTS

6:03 p.m. CITY INVOCATION – Rev. Norman Hancock of St. Thomas Anglican Church

6:05 p.m. PLEDGE OF ALLEGIANCE

6:07 p.m. PRESENTATIONS

- Salisbury Youth Civics Council (SYCC) Swearing in – Circuit Court Clerk Mark Bowen
- Youth Development Advisory Committee – Robby Sheehan
- Proclamation – Kappa Sigma Fraternity at Salisbury University - Mayor Day
- United Way presentation – Mayor Day

6:12 p.m. ADOPTION OF LEGISLATIVE AGENDA

6:14 p.m. CONSENT AGENDA – City Clerk Kimberly R. Nichols

- November 7, 2016 Work Session Minutes
- November 14, 2016 Regular Meeting Minutes
- **Resolution No. 2699** - approving the appointment of Brian Soper to the Board of Zoning Appeals for term ending November 2019
- **Resolution No. 2700** - approving the appointment of Shawn Jester to the Board of Zoning Appeals for term ending November 2019
- **Resolution No. 2701** - approving the appointment of Roger Mazzullo to the Traffic & Safety Advisory Committee for term ending November 2019
- **Resolution No. 2702** - accepting funds awarded through a grant from the Maryland Historical Trust for the updating / expansion of the Salisbury Historic District Design Guidelines
- Approving the **Manufacturing Exemption** request for Jubilant Cadista Pharmaceuticals Inc.
- Approving the **Manufacturing Exemption** request for K & L Microwave, Inc.

- Approving the **Manufacturing Exemption** request for RelComm Technologies, Inc.
- Approving the **Manufacturing Exemption** request for Viskon Aire Corporation, Inc.

6:20 p.m. AWARD OF BIDS – Assistant Director of Internal Services – Procurement & Parking  
Jennifer L. Miller

- Award of Bid – Salisbury Fire Department - Contract 113-17 - Fire Engines
- Declaration of Surplus – Salisbury Police Department – Weapons
- Declaration of Surplus – Salisbury Public Works Department – John Deere Gator 4X2

The following is for **INFORMATION ONLY** and does not require Council Approval per Res. 2506

- Contract 107-15 – Change Order #3 – WWTP BNR/ENR Upgrade

6:30 p.m. RESOLUTIONS – City Administrator Tom Stevenson

- **Resolution No. 2703** - conveying City owned property on Naylor Mill Road to Wicomico County and approving the Scenic Drive Agreement and Easement between Wicomico County and City of Salisbury
- **Resolution No. 2704** - authorizing the Capacity Fee of the City's Comprehensive Connection Charge to be waived for a development known as Farlow Fields
- **Resolution No. 2705** - approving the sale of property known as the Lydia Phillips Property to the State Of Maryland

6:35 p.m. RADIO COMMUNICATION SYSTEM

- **Ordinance No. 2404** - 2<sup>nd</sup> reading- approving a Budget Amendment of the FY17 General Fund and the Capital Project Fund in order to appropriate funds for a Radio Communication System - City Attorney Mark Tilghman
- **Resolution No. 2706** - authorizing the Mayor to enter into a contract with Motorola Solutions, Inc. for the purchase of radios to be used with the Radio Communications System - City Administrator Tom Stevenson

6:40 p.m. ORDINANCES – City Attorney Mark Tilghman

- **Ordinance No. 2403** - 2<sup>nd</sup> reading- approving an amendment of the FY17 General Fund Budget to appropriate funding back to the Downtown Visitor Center
- **Ordinance No. 2405** - 1<sup>st</sup> reading - to designate a restricted parking zone on a portion of South Pinehurst Avenue between Evergreen Avenue and Mayfield Avenue
- **Ordinance No. 2406**- 1<sup>st</sup> reading - to designate a no parking zone on a portion of Fairview Lane and the intersection of Hidden Meadow Lane
- **Ordinance No. 2407** - 1<sup>st</sup> reading - approving a Budget Amendment of the FY2017 Fire Department Budget to transfer insurance funds received by the City to the Fire Department Operating Budget from the General Fund for revenue received from Local Government Insurance Trust for repairs performed on A/C-1, Engine-2, and B-2
- **Ordinance No. 2408** - 1<sup>st</sup> reading - approving a Budget Amendment of the FY2017 General Fund Budget to appropriate the funds returned on contract

6:55 p.m. PUBLIC COMMENTS

7:00 p.m. ADJOURNMENT

**Copies of the agenda items are available for review in the City Clerk's Office, Room 305 - City/County Government Office Building, 410-548-3140 or on the City's website [www.salisbury.md](http://www.salisbury.md)**

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

**Proposed agenda items for December 12, 2016 Meeting**

- PUBLIC HEARING-Resolution No. 2681 - West Salisbury Elementary/West Rd Annexation
- PUBLIC HEARING-Resolution No. 2682 - West Salisbury Elementary/West Rd Annexation – Approving the plan
- Resolution No. \_\_\_\_-Adoption of Poplar Hill By-Laws
- Ordinance No.2405- 2<sup>nd</sup> reading - Pinehurst Elementary Restricted Parking
- Ordinance No.2406- 2<sup>nd</sup> reading - Fairview Lane Restricted Parking
- Ordinance No.2407- 2<sup>nd</sup> reading - Budget Amendment- FD Insurance Repairs Claim
- Ordinance No.2408- 2<sup>nd</sup> reading - Budget Amendment- Contract Reimbursement

Posted: 11/23/16

1 CITY OF SALISBURY  
2 WORK SESSION  
3 NOVEMBER 7, 2016  
4

5 Public Officials Present  
6

Council President John R. "Jack" Heath Mayor Jacob R. Day  
Council Vice President Muir Boda Councilman James Ireton, Jr. (left 7:15 p.m.)  
Councilwoman April Jackson Councilman R. Hardy Rudasill (left 6:05  
p.m.)

7  
8 In Attendance  
9

10 City Clerk Kimberly R. Nichols, City Administrator Tom Stevenson, Assistant City  
11 Administrator Julia Glanz, Housing and Community Development Director Susan Phillips,  
12 Deputy Director Public Works Amanda Pollack, Housing and Homelessness Coordinator Theo  
13 Williams, interested citizens and members of the press.  
14 -----

15 On November 7, 2016, Salisbury City Council convened in Work Session at 4:33 p.m. in  
16 Council Chambers, Room 301 of the Government Office Building. The following is a  
17 synopsis of the topics discussed in Work Session:  
18

19 North Prong Park Plan  
20

21 Housing and Community Development Director Susan Phillips was joined by Jeff Harmon and  
22 Brenden Frederick of Becker Morgan to discuss the North Prong Park Plan with Council. The  
23 City would receive the lots located at 317-323 Lake Street (54,000 square feet land area) and  
24 325-327 Lake Street (27,600 square feet land area) to create the Park. Council considered the lots  
25 in 2009 and 2015, but did not approve acceptance. They are still owned by the Kapiloff's.  
26

27 Information discussed with Council included the following:  
28

- 29 • The lease with Perdue (negotiated in 2003 and currently set at \$1,500 per month) could  
30 be adjusted to over \$2,000 per month
- 31 • Previous contamination and testing on the lot
- 32 • How costs could be recovered with the acceptance of the lot
- 33 • \$50,000 lien comes due in 2034 and could be paid off in 25 months with the plan  
34 explained by Mr. Williams
- 35 • Grants to purchase park equipment and grant opportunities
- 36 • Property has been cleaned up, but Mr. Harmon recommended having funds available in  
37 case during any construction phase of the Park something else was discovered
- 38 • A considerable amount of work has been done on the site, lowering the level of risk
- 39 • Potential uses of the lot include community garden, green space, parking, playground  
40 structures, sculptures, etc.

- 41 • The Riverwalk will be extended to this site from Downtown and it is in the Downtown
- 42 Master Plan
- 43 • Grant funding potentially available for demolition and/or Phase 1 and Phase II
- 44 evaluation, and if there are massive amounts of contamination found, the property is by
- 45 definition what the EPA looks for (petroleum properties can only get petroleum grants if
- 46 there is no responsible party to be located). Since it has gone through several owners, and
- 47 none of them had financial means, this would fall under the criteria.
- 48

49 Council articulated the following:

- 50
- 51 • Ms. Jackson –
- 52 ○ Would like the park developed but the environmental safety is more important
- 53 • Mr. Heath
- 54 ○ The City must plan for the worst environmental case and strategize accordingly
- 55 • Mr. Ireton
- 56 ○ Property is environmentally stable now until demolition begins/soil is disturbed
- 57 ○ Discussed building above the soil and not disturbing it.
- 58 • Mr. Rudasill
- 59 ○ If this property is acquired people should not use it yet due to the huge liability
- 60 • Mr. Boda
- 61 ○ Likes that the property generates revenue and is in the Downtown Master Plan
- 62

63 Mrs. Nichols would email the MDE letter from 2015 to Council. Consensus to accept the  
64 property was not reached, and the discussion will be continued to another Work Session.

#### 65 **Farlow Fields Affordable Housing Capacity Fee Waiver**

66 Public Works Deputy Director Amanda Pollack and Senior Vice President Kevin Bell with  
67 WODA Development Group joined Council to discuss the affordable housing capacity fee  
68 waiver for Farlow Fields, located on Beaglin Park Drive and Old Ocean City Road on the  
69 northeast side of the intersection. Ms. Pollack stated the project meets the criteria for the waiver.  
70  
71

72 Mr. Bell reported the project would have 72 units, two story buildings, five garden apartment  
73 style buildings, a community space, playground, and ample green space. He stated application  
74 was made to the MD Department of Housing and Community Development in the last round  
75 (October 28, 2016). After fielding questions from Council, Mr. Bell informed Council the  
76 market study showed a need for this type of housing in Salisbury.  
77

78 Ms. Pollack reported since 2005, the City has approved 457.8 EDU's, valued at \$1.9 million.  
79 This waiver would total \$254,376.00 (\$3,533 per unit)  
80

81 Council reached unanimous consensus to approve the resolution required to waive the capacity  
82 fees for the development. Mr. Rudasill departed the Work Session at 6:05 p.m.  
83  
84

#### 85 **Pinehurst Elementary School**

86  
87 Ms. Pollack presented the request from the Board of Education to designate a restricted parking  
88 zone along South Pinehurst Avenue at Pinehurst Elementary School to facilitate and improve the  
89 safety of parent car rider drop off and pick up. The South side of South Pinehurst Avenue  
90 between Evergreen Avenue and Mayfield Avenue will be designated as no parking during school  
91 days (weekdays) between 8:00 a.m. and 4:00 p.m.

92  
93 Council reached unanimous consensus (4-0) to advance the legislation to legislative agenda.

94  
95 **Fairview Lane Restricted**

96  
97 Ms. Pollack presented the request from the Heritage Homeowners Association to designate a no  
98 parking zone along Fairview Lane and the intersection of Hidden Meadow Lane. This should  
99 improve the sight distance for pedestrians and children crossing the street.

100  
101 Council reached unanimous consensus (4-0) to advance the legislation to legislative agenda.

102  
103 **Homelessness Program Update**

104  
105 Housing and Homelessness Coordinator Theo Williams presented a PowerPoint to report on the  
106 progress of the City's homelessness program. The presentation was for Council's information,  
107 and no vote or consensus was reached.

108  
109 **Council Committee Assignments**

110  
111 President Heath passed out the list of current committees with Council Reps and asked Council  
112 to let him know anyone was interested in either the Zoo Commission or the Mayor's Disability  
113 Council.

114  
115 **Motion to Convene in Closed Session**

116  
117 At 6:35 p.m. Ms. Jackson moved, Mr. Ireton seconded and the vote was unanimous to convene  
118 in Closed Session in accordance with the Annotated Code of Maryland 10-508(a)(14).

119  
120 At 7:45 p.m., upon a motion and seconded by Mr. Boda and Ms. Jackson, respectively, and by  
121 unanimous vote in favor, the Closed Session adjourned, Council reconvened in Open Session,  
122 and President Heath reported that Council had discussed three bid proposals in Closed Session.

123  
124 There being no further business to discuss, the Open Session adjourned at 7:46 p.m.

125  
126  
127 \_\_\_\_\_  
City Clerk

128  
129 \_\_\_\_\_  
130 Council President

1 **CITY OF SALISBURY, MARYLAND**

2  
3 **REGULAR MEETING**

**NOVEMBER 14, 2016**

4  
5 **PUBLIC OFFICIALS PRESENT**

6  
7 *Council President John “Jack” R. Heath*  
8 *Council Vice President Muir Boda*  
9 *Councilwoman April Jackson*

*Mayor Jacob R. Day*  
*Councilman James Ireton, Jr.*  
*Councilman R. Hardy Rudasill*

10  
11 **IN ATTENDANCE**

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

17  
18 \*\*\*\*\*

19 **CITY INVOCATION – PLEDGE OF ALLEGIANCE**

20  
21 *The City Council met in regular session at 6:00 p.m. in Council Chambers. Council President*  
22 *John “Jack” R. Heath called the meeting to order followed by a moment of silent meditation.*  
23 *Thereafter, everyone present recited the Pledge of Allegiance.*

24  
25 **PRESENTATION**

26  
27 *Mayor Day presented the proclamation to proclaim Saturday, November 26, 2016 as Small*  
28 *Business Saturday in Salisbury to recognize and support the small businesses in our City.*

29  
30 **ADOPTION OF LEGISLATIVE AGENDA**

31  
32 *Mr. Boda moved, Ms. Jackson seconded, and the vote was unanimous to adopt the legislative*  
33 *agenda as presented.*

34  
35 **CONSENT AGENDA** – presented by City Clerk Kim Nichols

36  
37 *The Consent Agenda was unanimously approved on a motion and seconded by Ms. Jackson and*  
38 *Mr. Boda, respectively:*

- 39
- *October 10, 2016 Regular Meeting Minutes*
  - *October 17, 2016 Work Session Minutes*
  - *October 17, 2016 Closed Session Minutes*
  - *October 24, 2016 Regular Meeting Minutes*
  - **Resolution No. 2690** – *approving the appointment of Billy Earl Amos to the Human Rights Advisory Committee for term ending November 2020*
  - **Resolution No. 2691** – *approving the appointment of Maureen McNeill to the Human Rights Advisory Committee for term ending November 2020*

- **Resolution No. 2692** – approving the appointment of Chalarra Sessoms to the Human Rights Advisory Committee for term ending November 2020
- **Resolution No. 2693** – approving the appointment of Reverend John Wright to the Human Rights Advisory Committee for term ending November 2020
- **Resolution No. 2694** – approving the appointment of Amy Zaprowski to the Human Rights Advisory Committee for term ending November 2020
- **Resolution No. 2695** – approving the appointment of Dillon Prochnicki to the Human Rights Advisory Committee for term ending November 2020
- **Resolution No. 2696** – approving the appointment of JoAnn Morissette to the Election Board for term ending November 2022
- **Resolution No. 2697** – approving the appointment of Jonathan C. Pilchard to the Central City District Commission for term ending November 2018

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

Mr. Ireton moved and Ms. Jackson seconded to approve the Award of Bids. The following items were presented and voted on separately:

- Award of Bid – Public Works, Contract 110-17, Belt Filter Press Rehabilitation \$309,000.00  
Approved unanimously by Council.
- Award of Bid – Public Works, Contract 105-17, Recycling Collection Truck \$136,757.00  
Approved unanimously by Council.
- Award of Bid – Public Works, Contract 102-17, Lemmon Hill Standpipe Rehabilitation \$ 83, 750.00  
Approved unanimously by Council.
- Award of Bid – Public Works, Change Order #4 to Contract 102-17, Coty Cox Branch Relief and Drainage Improvements \$ 36,400.00  
Approved unanimously by Council.
- Award of Bid – Administration, RFP 07-16 Legal Services \$ N/A  
The vote was 2 – 2 (Messrs. Heath and Boda voted “aye”, Ms. Jackson and Mr. Ireton voted “nay”, Mr. Rudasill abstained). After discussion, Mr. Rudasill then changed his vote to “aye”. After further discussion, Mr. Rudasill disclosed a conflict of interest and decided to abstain from the final vote. The award failed on a 2 – 2 vote, one abstention.
- Declaration of Surplus & Award of ENP – Administration, RFP 13-15 Re-bid Disposition and Development of Parking Lot #10 \$ N/A  
Approved unanimously by Council.

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

- 75 • **Resolution No. 2681** – proposing the annexation to the City of Salisbury of certain  
76 area of land contiguous to and binding upon the Corporate Limit of the City of  
77 Salisbury to be known as “West Salisbury School – West Road Annexation”  
78

79 *Mr. Boda moved, Mr. Ireton seconded, and the vote was unanimous to approve*  
80 *Resolution No. 2615. The public hearing will be held on December 12, 2016.*  
81

- 82 • **Resolution No. 2682** – proposing the annexation to the City of Salisbury of certain  
83 area of land contiguous to and binding upon the Corporate Limit of the City of  
84 Salisbury to be known as “West Salisbury School – West Road Annexation” and  
85 approving the annexation plan  
86

87 *Mr. Boda moved, Ms. Jackson seconded, and the vote was unanimous to approve*  
88 *Resolution No. 2682.*  
89

- 90 • **Resolution No. 2698** – accepting the submission of RFP 13-15 Re-bid from Salisbury  
91 Development Group, LLC for the redevelopment of Municipal Parking Lot #10  
92

93 *Ms. Jackson moved, Mr. Ireton seconded, and the vote was unanimous to approve*  
94 *Resolution No. 2698.*  
95

96 **ORDINANCES** – presented by City Attorney Mark Tilghman  
97

- 98 • **Ordinance No. 2402 – 2<sup>nd</sup> reading** - approving an amendment of the FY17 Budget to  
99 appropriate funds for street maintenance  
100

101 *Ms. Jackson moved, Mr. Boda seconded and the vote was unanimous to approve*  
102 *Ordinance No. 2402 for second reading.*  
103

- 104 • **Ordinance No. 2403 – 1<sup>st</sup> reading** - approving an amendment of the Fy17 General Fund  
105 Budget to appropriate funding back to the Downtown Visitor Center  
106

107 *Ms. Jackson moved, Mr. Ireton seconded, and the vote was unanimous to approve*  
108 *Ordinance No. 2403 for first reading.*  
109

- 110 • **Ordinance No. 2404 – 1st reading** - approving a budget amendment of the FY17  
111 General Fund and the Capital Project Fund in order to appropriate funds for a Radio  
112 Communication System  
113

114 *Mr. Boda moved, Mr. Ireton seconded, and the vote was unanimous to approve*  
115 *Ordinance No. 2404 for first reading.*  
116

117 **PUBLIC COMMENTS**  
118

119 *One member of the Public commented on the following:*

- 120 • *abstention from voting*  
121

122 **MOTION TO CONVENE IN CLOSED SESSION**

123  
124 *Mr. Ireton moved, Mr. Boda seconded, and the vote was unanimous to convene in Closed*  
125 *Session in accordance with the Annotated Code of Maryland 10-508(a)(14).*  
126

127 *CITY OF SALISBURY, MARYLAND*  
128 *CLOSED SESSION*  
129 *NOVEMBER 7, 2016*

130  
131 *TIME & PLACE:* 6:35 p.m., Government Office Building – Room 301  
132 *PURPOSE:* To discuss a matter directly related to a negotiating strategy or the  
133 contents of a bid or proposal, if public discussion or disclosure  
134 would adversely impact the ability of the public body to participate  
135 in the competitive bidding or proposal process

136 *VOTE TO CLOSE:* Unanimous (4-0)

137 *CITATION:* Annotated Code of Maryland §10-508(a)(14)

138 *PRESENT:* Council President John “Jack” R. Heath, Mayor Jacob R. Day,  
139 Council Vice-President Muir Boda, Councilwoman April Jackson,  
140 Councilman James Ireton, Jr. (left 7:15 p.m.), City Administrator  
141 Tom Stevenson, Assistant City Administrator Julia Glanz, Assistant  
142 Director Internal Services – Procurement & Parking Jennifer L.  
143 Miller, City Attorney Mark Tilghman (left 7:10 p.m.) and City  
144 Clerk Kimberly R. Nichols

145 *ABSENT:* Councilman R. Hardy Rudasill

146 \*\*\*\*\*  
147 *The City Council convened in Work Session in Room 301 in the Government Office Building at*  
148 *4:30 p.m. Council President Heath called for a motion to convene in Closed Session in*  
149 *accordance with the Annotated Code of Maryland §10-508(a)(14). Following a motion and*  
150 *seconded by Ms. Jackson and Mr. Ireton, respectively, and by unanimous vote in favor (4-0),*  
151 *Council convened in Closed Session at 6:35 p.m.*

152  
153 *At 7:45 p.m. the Closed Session adjourned on a motion by Mr. Boda, which was seconded by Ms.*  
154 *Jackson and approved by a 3-0 vote in favor (Mr. Ireton departed the meeting at 7:15 p.m.).*

155  
156 *Council immediately convened in Open Session whereby President Heath then reported that*  
157 *while in Closed Session Council had discussed three bid proposals in Closed Session.*

158  
159 *Thereafter, the Open Session adjourned at 7:46 p.m.*

160  
161 \_\_\_\_\_  
162 *City Clerk*

163  
164 \_\_\_\_\_  
165 *Council President*



City of  
**Salisbury**  
Jacob R. Day, Mayor

## MEMORANDUM

**To:** Tom Stevenson, City Administrator  
**From:** Julia Glanz, Assistant City Administrator  
**Subject:** Appointment to the Board of Zoning Appeals  
**Date:** November 4, 2016

---

Mayor Day would like to appoint the following person to the Board of Zoning Appeals for the term ending as indicated.

<u>Name</u>	<u>Term Ending</u>
Brian Soper	November 2019

Attached you will find information from Brian Soper and the Resolution necessary for his appointment. Please forward this information to the City Council so it may be placed on their agenda for the next Council meeting. Please let me know if you have any questions.

Attachment

cc: Mayor Day

Brian Soper  
513 Buena Vista Ave  
Salisbury, MD 21804

November 2, 2016

Ms. Julia Glanz  
Assistant City Administrator  
City of Salisbury  
125 North Division St  
Salisbury, MD 21801

Dear Ms. Glanz,

I am contacting you regarding my interest in vacancies that are available on the Boards and Commissions for the City of Salisbury. I have attached my resume and would like to be considered for any vacancy that the City feels will best suit my experience.

I look forward to hearing from the City and welcome the opportunity to serve the public.

Sincerely,

A handwritten signature in black ink, appearing to be 'BS' followed by a long horizontal stroke.

Brian Soper

## Brian M. Soper

Mobile: 443.235.6587 513 Buena Vista Ave, Salisbury, MD 21804 Email:bsoper2219@gmail.com

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### Experience:

#### **Dorchester County Planning and Zoning**

Cambridge, MD

*Environmental Planner*

June 2015-Present

- To assist in plan and permit review of projects in the Critical Area. Involves meeting with applicants, research, preparation of staff reports and Planning Commission “findings of fact”, notifying agencies, attending hearings, as well as providing technical information to supervisors and the public.
- Preparation of text amendments and ordinances.
- Responsible for Critical Area Reports, activities include assistance in writing the grant, determination of budget, preparing quarterly reports, processing growth allocation requests, and conducting Critical Area site inspections as required by Critical Area law.
- Maintain records for Forest Replacement Fund, this includes payments received and expenditures as well as updates to Critical Area Commission staff
- Assist forester with records for buffer mitigation, buffer exemption area approvals, and planting agreements related to afforestation and reforestation requirements.
- Investigate buffer violations and conduct site inspections.
- Serve as point of contact for Critical Area Commission staff and as member of the local Chesapeake Bay TMDL group.

#### **Queen Anne’s County Soil Conservation District**

Centreville, MD

*Soil Conservation Specialist*

Nov. 2012-June 2015

- Performed site evaluations and targeted outreach with cooperator/landowners to address soil and water conservation needs of Agricultural Lands, as well as collection of site data necessary to develop engineering designs.
- Developed or revised conservation plans for cooperator/landowners that meet their farming operation needs, while promoting wise use of natural resources.
- Supported implementation of conservation and water quality programs by determining Best Management Practice eligibility for Maryland Agricultural Cost Share funding and/or co-cost sharing the abatement of non-point source pollution by agricultural sources.

#### **Maryland Department of Environment**

Baltimore, MD

*Natural Resources Planner III*

Dec. 2009-Nov. 2012

- Assisted with coordinating and planning public hearings, workshops, outreach and education for projects related to TMDL development, as required by the Federal Clean Water Act and implementing regulations.
- Assisted with the preparation, review, and final edits of watershed management plans, including TMDL public information and support documentation used for public notification and comment.

#### **Woodmont Country Club**

Rockville, MD

*Assistant Outside Operations Manager*

May 2006-Dec. 2009

- Managed and supervised 45 employees for task completion and quality control.
- Established and administered college internship program.
- Provided project management support for capital improvements including facilities, environmental design enhancement, and information technology development and implementation.

## **Brian M. Soper**

**Mobile: 443.235.6587    513 Buena Vista Ave, Salisbury, MD 21804    Email:bsoper2219@gmail.com**

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### **Education:**

#### **Towson University**

Towson, MD

Masters of Arts in Geography and Environmental Planning

Present

- Relevant course topics: Planning for a Sustainable Region, Land Use Planning, Transportation Planning

#### **University of Maryland**

College Park, MD

Bachelors of Science in Natural Resource Management

2006

Bachelors of Arts in History

2006

### **Skills, Certifications, and Awards:**

- Proficient in all aspects of Microsoft Office / Working knowledge of ArcGIS
- Semi-Finalist, Sustainable Growth Challenge, sponsored by the Maryland Department of Natural Resources and administered by the Education Workgroup of the Sustainable Growth Commission
- Successfully completed Managing Floodplain Development through the NFIP course at the Emergency Management Institute, March 7-10, 2016

1 **RESOLUTION NO. 2699**

2  
3 BE IT RESOLVED, by the City of Salisbury, Maryland that the following  
4 individual is reappointed to the Board of Zoning Appeals, for the term ending as  
5 indicated.

6  
7 Name Term Ending  
8 Brian Soper November 2019  
9

10  
11 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the  
12 Council of the City of Salisbury, Maryland held on November \_\_\_\_\_, 2016.  
13

14 ATTEST:

15  
16  
17 \_\_\_\_\_  
18 Kimberly R. Nichols  
19 CITY CLERK  
20

\_\_\_\_\_

John R. Heath  
PRESIDENT, City Council

21  
22 APPROVED BY ME THIS

23  
24 \_\_\_\_\_ day of \_\_\_\_\_, 2016  
25  
26

27 \_\_\_\_\_  
28 Jacob R. Day  
29 MAYOR, City of Salisbury



City of  
**Salisbury**  
Jacob R. Day, Mayor

## MEMORANDUM

**To:** Tom Stevenson, City Administrator  
**From:** Julia Glanz, Assistant City Administrator  
**Subject:** Appointment to the Board of Zoning Appeals  
**Date:** November 7, 2016

---

Mayor Day would like to appoint the following person to the Board of Zoning Appeals for the term ending as indicated.

<u>Name</u>	<u>Term Ending</u>
Shawn Jester	November 2019

Attached you will find information from Shawn Jester and the Resolution necessary for his appointment. Please forward this information to the City Council so it may be placed on their agenda for the next Council meeting. Please let me know if you have any questions.

Attachment

cc: Mayor Day

November 4, 2016

Jacob Day  
Mayor  
City of Salisbury, MD  
125 N. Division St.  
Salisbury MD 21801-4940

Dear Mayor Day,

I am writing to express my interest in serving on the City of Salisbury's Board of Zoning Appeals. As you know, I recently moved into the city, and am eager to serve my new home. I believe that my experience, as laid out in my resume, will be a welcome addition to the Board.

While Salisbury was founded in 1732, it has grown rapidly in recent years. That growth can challenges with city regulations. I am eager to face these challenges on behalf of the City of Salisbury.

With Regards,

A handwritten signature in cursive script that reads "Shawn Jester".

Shawn Jester

## SHAWN JESTER

116 Centenary Drive  
Salisbury, MD 21804  
(410) 251-7406

[shawn.jester@gmail.com](mailto:shawn.jester@gmail.com)

### OBJECTIVE

To utilize my skills and experiences gained through my education and time in public service so I can serve my fellow Salisbury residents on the Board of Zoning Appeals.

### EXPERIENCE

**Community Outreach Assistant**, February 2012 – January 2014

**Constituent Liaison**, February 2014 – Present

**Congressman Andy Harris, M.D.**, Salisbury, Maryland

- Answered casework related inquiries verbally and in writing dealing with the VA, IRS, SSA, USCIS, and others; Logged correspondence using an automated tracking system; Developed, implemented, and staffed campaign events outreach events for the Congressman; Researched legislative issues for constituents and the Congressman.

**Deputy Campaign Manager**, January 2014 – November 2014

**Chairman**, January 2016 – Present

**Friends of Carl Anderton, Jr.**, Salisbury, Maryland

- Organized volunteers engaged in voter outreach; Reached out to voters in their homes and at events; Provided assistance to the candidate while preparing for debates; Researched policy concerns and positions for use in the campaign; Assisted with the design of campaign materials; Reviews campaign filings with the State Board of Elections.

**Senior Policy Advisor**, April 2015 – November 2015

**Friends of Muir Boda**, Salisbury, Maryland

- Researched policies ideas for use in campaign material and literature, candidate forums, and communicating with the public; Engaged with voters door to door and at events.

**District Representative**, January 2011 – February 2012

**Delegate Mike McDermott**, Salisbury, Maryland

- Represented the Delegate at events across his district; Assisted the Delegate at events across his district; Created and maintained a district contact list and constituent mailing list in Microsoft Office and Google Documents; Assisted with constituent contact in his Annapolis office.

## SHAWN JESTER

116 Centenary Drive

Salisbury, MD 21804

(410) 251-7406

[shawn.jester@gmail.com](mailto:shawn.jester@gmail.com)

### EDUCATION

**Bachelor of Arts in Political Science, Minor in History**, May 2009

Salisbury University, Salisbury, Maryland

**Associates Degree in General Studies**, May 2006

Wor-Wic Community College, Salisbury, Maryland

### ACTIVITIES

Salisbury Area Chamber of Commerce, 2013 – Present

- **Member**, Salisbury Young Professionals, 2013 – Present
- **Member**, Advocacy & Government Relations Division, 2014 – Present
- **Assistant Director**, Advocacy & Government Relations Division, 2017 – Present

Member, Wicomico County Republican Club, 2009 – Present

- **Audit Committee Co-Chair**, 2012 – 2013
- **First Vice-President**, 2014 – 2015
- **President**, 2015 – Present

Member, Maryland Student Legislature, 2006 – 2009

- **Comptroller**, 2007 – 2008
- **Rules & Executive Nominations Committee Chairman**, 2008 – 2009
- **2008 – 2009 Most Outstanding Senator**

**Editor**, Wor-Wic Wave 2005 – 2006

### SKILLS

Microsoft Office Suite, constituent casework, community outreach, research, drafting correspondence, organizing events, flexible team player, excellent oral and written communication skills





## MEMORANDUM

**To:** Tom Stevenson, City Administrator  
**From:** Julia Glanz, Assistant City Administrator  
**Subject:** Appointment to the Traffic & Safety Advisory Committee  
**Date:** November 7, 2016

---

Mayor Day would like to appoint the following person to the Traffic & Safety Advisory Committee for the term ending as indicated.

<u>Name</u>	<u>Term Ending</u>
Roger Mazzullo	November 2019

Attached you will find information from Roger Mazzullo and the Resolution necessary for his appointment. Please forward this information to the City Council so it may be placed on their agenda for the next Council meeting. Please let me know if you have any questions.

Attachment

cc: Mayor Day

## **Nancy Talbott**

---

**From:** Roger Mazzullo <rogmazzullo@gmail.com>  
**Sent:** Monday, November 07, 2016 2:29 PM  
**To:** Nancy Talbott  
**Subject:** Request to be on the Traffic & Safety Advisory Committee, It's Roger Mazzullo

**Date:** 11/7/16

**Hello Nancy,**

**It was great speaking with you Today, and I'm sending this e-mail, so that I can continue to help Salisbury. Per our phone conversation I would like to be on The Traffic & Safety Advisory Committee as asked. Please let me know.**

**Thank you,  
Roger**

**Roger Mazzullo  
Cell # [410-340-0307](tel:410-340-0307)**

## **ROGER MAZZULLO**

305 Union Avenue  
Salisbury, MD 21801  
Cell (410) 340-0307

### **PERSONAL PROFILE**

Extremely creative professional possessing the management skills and accomplishments to improve bottom-line performance. Skilled in business development and growth; novel new product introduction; client service; market insight and penetration, and increased profitable sales.

### **PROFESSIONAL EXPERIENCE**

**Rocky Mountain Chocolate Factory, Inc.**  
Durango, CO July 2015 - Present

#### **National Sales Manager**

- \* Managed and developed a broker network of my Key Brokers for this Company which encompassed the, North West, Southwest, Midwest, and Eastern portions of the United States

- \* Specifically Manage All Markets Nationally, Sales, and National Expansion of The Rocky Mountain Chocolate Factory brand.

- \* Knowledgeable in formulating marketing strategies.

- \* Ability to thoroughly research and analyze situations, produce creative solutions, and takes projects to realization within budget deadlines.

- \* Development and Implementation of Sales Plan to attain company goals with all Classes of Trade in these Categories (Grocery, Drug, Club Chains, Mass Merchandisers, C-Store, Specialty Distributors, etc.)

- \* Extremely experienced to handle the current challenges our economy faces today.

#### **The Little Slugger, LLC**

Chicago, IL Apr. 2014 – Sept. 2015

#### **National Sales Manager**

- \* Managed the re-establishing and re-developing a broker network encompassing the, North West, Southwest, Midwest, and Eastern portions of the United States

- \* Specifically Manage All Markets Nationally, Sales, and National Expansion of The Little Slugger brand.

- \* Knowledgeable in formulating marketing strategies.

- \* Ability to thoroughly research and analyze situations, produce creative solutions, and takes projects to realization within budget deadlines.

**\* Development and Implementation of Sales Plan to attain company goals with all Classes of Trade (Grocery, Drug, Club Chains, Mass Merchandisers, C-Store, Specialty Distributors, etc.)**

**\* Extremely experienced to handle the current challenges our economy faces today.**

## **Lehi Roller Mills / Natural Earth Grains**

**Lehi, Utah 2013 - 2014**

### **Manager of Sales**

**\* Managed the re-establishing and re-developing a broker network encompassing the, Southwest, Midwest, and Eastern portions of the United States**

**\* Specifically Managed two thirds of the total company sales, and National expansion of the Lehi Roller Mills brands.**

**\* Knowledgeable in formulating marketing strategies.**

**\* Ability to thoroughly research and analyze situations, produce creative solutions, and takes projects to realization within budget deadlines.**

**\* Development and Implementation of Sales Plan to attain company goals with all Classes of Trade (Grocery, Drug, Club Chains, Mass Merchandisers, C-Store, Specialty Distributors, etc.)**

**\* Extremely experienced to handle the current challenges our economy faces today.**

## **Lehi Roller Mills**

**Lehi, Utah 2005 - 2013**

### **National Sales Manager**

**\* Managed the establishing and developing a broker network encompassing the Northwest, Southwest, Midwest, and Eastern portions of the United States.**

**\* Specifically responsible for two thirds of the total company sales, and National expansion of the Lehi Roller Mills brand.**

**\* Knowledgeable in formulating marketing strategies.**

**\* Ability to thoroughly research and analyze situations, produce creative solutions, and take projects to realization within budget deadlines.**

**\* Development and Implementation of Sales Plan to attain company goals with all Classes of Trade (Grocery, Drug, Club Chains, Mass Merchandisers, C-Store, Specialty Distributors, etc.)**

**K.I.C. Kool Interactive Candy – Div. of LN International Inc.**  
(Scunci Products)  
Hatboro, PA. - 2005

**Vice President, Sales**

\* Development of National Broker Sales Force for USA and Canada to handle startup division of novelty candy products

\* i.e. Shankman & Associates (OH); Acosta Sales & Marketing (Various States); Advantage Eastern Sales & Marketing (New England), Golick Martins (NY), Atkinson-Crawford (TX), etc.; and Advantage Canada

\* Managed specifically the New Candy Division Sales – Projected \$14.0 M

- Development of Sales & Marketing Plans & Strategies
- Education and Improvement of Broker Sales Force
- Development and Implementation of Sales Plan to attain company goals with all Classes of Trade (Grocery, Drug, Mass Merchandisers, C-Store, Specialty Distributors, etc.)
- Accountable Directly to Chairman of the Parent Company

**World Packaging Corporation**

New York, NY 2003 - 2005

**National Director of Licensed Sales**

- Management and Development of a National Broker network.
- Specifically Managed the total companies Licensed Sales and gross profits.
- Sales and Marketing strategies
- Budgets and Extensive Forecasting
- Appointing, Educating and Development of Broker Sales Forces
- Developing and Implementing National Sales Plan to attain company goals
- Accountable directly to the CEO/President.
- Current analysis of increase in sales compared to prior year is 59%.

**Maxfield Candy Company**

Salt Lake City, Utah 2003

**Eastern Sales Manager**

\* Led the directing and improving of the Eastern Broker network, encompassing all states east of the Mississippi.

# **Indulgent Foods LLC / Stephen's Gourmet**

**Salt Lake City, Utah 1999 - 2002**

## **Vice-President of Sales**

**\* Managed the establishing and creating a broker network  
Encompassing the Southwest, Midwest, and eastern portions of the United States.**

**\* Specifically Managed two thirds of the total company sales and National expansion of Stephen's Gourmet / Mrs. Fields brands.**

**\* Knowledgeable in formulating marketing strategies.**

**\* Ability to thoroughly research and analyze situations, produce creative solutions, and take projects to realization within budget deadlines.**

## **BROWN & HALEY**

**Tacoma, Washington 1990 - 1999**

### **Eastern Regional Sales Manager**

**\* Organized and developed the Broker Network which encompassed the Eastern portion of the United States.**

**\* Responsible for 30% of total company sales.**

**\* Managed budgets and forecasting; formulated marketing strategies; recruited and educated brokers; developed national market proposals for the Executive Vice-president of Sales.**

### **REFERENCES**

**Available upon request.**

1 **RESOLUTION NO. 2701**

2  
3 BE IT RESOLVED, by the Council of the City of Salisbury, Maryland that the  
4 following individual is appointed to the Traffic & Safety Advisory Committee for the  
5 term ending as indicated.

6  
7 Name Term Ending  
8 Roger Mazzullo November 2019  
9

10  
11 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the  
12 Council of the City of Salisbury, Maryland held on November \_\_\_\_\_, 2016.

13  
14 ATTEST:

15  
16  
17 \_\_\_\_\_  
18 Kimberly R. Nichols  
19 CITY CLERK

\_\_\_\_\_

John R. Heath  
PRESIDENT, City Council

20  
21  
22 APPROVED BY ME THIS  
23  
24 \_\_\_\_\_ day of \_\_\_\_\_, 2016  
25

26  
27 \_\_\_\_\_  
28 Jacob R. Day  
29 MAYOR, City of Salisbury

# Office of Housing & Community Development

## MEMO

---

**To: Tom Stevenson**

**From: Deborah Stam**

**Subject: Resolution Accepting Certified Local Government (CLG) Grant Program Funds from the Maryland Historic Trust (MHT) for the Updating / Expansion of the Salisbury Historic District Design Guidelines**

**Date: November 16, 2016**

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Several months ago the Neighborhood Services and Code Compliance (NSCC) Department {now the Housing & Community Development Department (HCDD)} applied for some State grant funds through the Maryland Historic Trust (MHT) to assist the City with the cost of updating and expanding the scope of the Salisbury Historic District Design Guidelines. The existing design guidelines have become outdated, and it has also been determined that they lack sufficient detail in some areas to provide the desired level of guidance when assessing construction and/or renovation projects that are proposed within Salisbury's historic districts.

In late May 2016 NSCC received word from MHT that their grant application had been approved for funding, and in mid-August the grant agreement was sent to the City for signatures. The agreement was signed by the Mayor and returned to MHT for further processing. We received a copy of the fully executed grant agreement from MHT this week.

Attached is a copy of the 'Attachment C – Project Notification' section of the MHT grant agreement. It outlines the basic information / terms of the grant. HCDD will be providing a matching cash amount of \$1,875 for the project.

Also attached is a Resolution accepting these MHT grant funds which have been awarded to the City of Salisbury. Please forward this Resolution to the City Council so that it may be placed on the consent agenda for the meeting on November 28, 2016.



Deborah J. Stam  
Assistant Director  
Housing & Community Development Department

Attachments

CC: Susan Phillips  
Trish Warrington  
Ginny Hussey

**ATTACHMENT C**

**PROJECT NOTIFICATION**

**TITLE:** Salisbury Design Guidelines

**GRANT NUMBER:** P16AF00024

**CFDA NUMBER:** 15.904

**AREA AFFECTED BY PROJECT:** Wicomico

**TOTAL PROJECT COST:** \$14,375.00  
**FEDERAL SHARE:** \$12,500.00  
**NONFEDERAL SHARE:** \$1,875.00

**CONGRESSIONAL DISTRICT:** 1

**TYPE:** NEW  REVISION

**1. GRANTEE/ FEDERAL SUBGRANTEE:**

Name: City of Salisbury  
Address: 207 W. Main Street, Suite 102  
Salisbury, Maryland 21801  
Contact Person: Mrs. Trish Warrington

**2. PROJECT BUDGET:**

Expense Item (Description)	Grant Funds	Grantee Cash Match	Total Project Cost
Consultant	\$12,500.00	\$1,875.00	\$14,375.00
<b>TOTALS</b>	<b>\$12,500.00</b>	<b>\$1,875.00</b>	<b>\$14,375.00</b>

**3. GRANT PURPOSE/SCOPE OF WORK:**

Grantee will engage a qualified Contractor to update Salisbury's Design Guidelines for the commercial and residential historic districts reviewed by the Historic District Commission.

**4. SPECIAL CONDITIONS**

a. Grantee shall coordinate procurement of the Contractor with MHT, including, but not limited to, providing for review and approval (1) a draft Request for Proposals (RFP) to procure the Contractor prior to finalization

and publication of the RFP and (2) qualifications of the preferred Contractor candidate prior to final selection.

**5. BEGINNING/ENDING DATES/PROJECT TIMETABLE:**

From: 6/1/2016  
To: 6/30/2017

- 6. An Environmental Certification indicating the applicable categorical exclusions is attached.
- 7. No program income will be generated.

**8. QUARTERLY/FINAL REPORTS:**

a. Grantee shall electronically submit reports and materials on or before the following dates:

Scheduled Date	Type
9/30/2016	Progress Report
12/31/2016	Progress Report
3/31/2017	Progress Report
5/15/2017	Final Deadline for Submission of Draft Materials
7/31/2017	Final Report

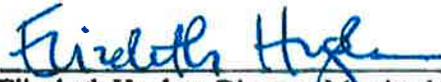
- b. Progress Reports may include Requests for Disbursement for costs incurred.
- c. The Final Report submitted on or before July 31, 2017 will include the following:
  - i. Completed Final Report form;
  - ii. Completed final Request for Disbursement; and
  - iii. Project Deliverables, as described below.

**9. PROJECT DELIVERABLES:**

a. One hard copy of the updated City of Salisbury Historic District Design Guidelines and one PDF copy uploaded to the GIFTS system as part of the final project report.

- 10. **CERTIFICATION:** As the duly authorized representative, I certify that this subgrant will be administered, and work will be performed under the supervision of a professional meeting appropriate 36 CFR 61 requirements, in accordance with the Historic Preservation Fund Grants Manual June 2007 Release, available online at [http://www.nps.gov/preservation-grants/HPF\\_Manual.pdf](http://www.nps.gov/preservation-grants/HPF_Manual.pdf), and the Secretary of the Interior's "Standards and Guidelines for Archeology and Historic Preservation." All documentation required by the Historic Preservation Fund Grants Manual will be maintained on file for audit and State Program Review purposes. All proposed costs for personal compensation charged to the Federal or nonfederal share of this subgrant are within the maximum limit imposed by Chapter 13, Section B. 34.e. of NPS-49. These costs have been assessed by knowledgeable SHPO staff and

found to be within the normal and customary range of charges for similar work in the local labor market, and appear to be appropriate charges for the product to be achieved with grant assistance.



Elizabeth Hughes, Director Maryland Historical Trust/  
State Historic Preservation Officer

9.6.16

Date

**RESOLUTION NO. 2702**

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND, ACCEPTING FUNDS AWARDED THROUGH A GRANT FROM THE MARYLAND HISTORICAL TRUST FOR THE UPDATING / EXPANSION OF THE SALISBURY HISTORIC DISTRICT DESIGN GUIDELINES.

WHEREAS, the Council of the City of Salisbury recognizes the importance of maintaining both the integrity and the character of the structures located within our historic districts in order to preserve them for both current and future generations; and

WHEREAS, the current Salisbury Historic District Design Guidelines have been determined to be outdated and lacking in sufficient scope and detail in some areas to provide the desired level of guidance when assessing construction and/or renovation projects that are proposed within Salisbury’s historic districts; and

WHEREAS, the City of Salisbury wishes to have the Historic District Design Guidelines updated and expanded to address the identified deficiencies; and

WHEREAS, the Maryland Historic Trust (MHT) has awarded a Certified Local Government grant to the City for the updating/expansion of the guidelines in the following amount:

Salisbury Historic District Design Guidelines (Grant #P16AF00024)..... \$12,500

NOW, THEREFORE, BE IT RESOLVED, on this 28<sup>th</sup> day of November, 2016, that the City of Salisbury, Maryland, does hereby accept the funds awarded by MHT through the Certified Local Government grant program for the project as described and in the amount outlined above.

THE ABOVE RESOLUTION, was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on November 28, 2016, and is to become effective immediately.

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

\_\_\_\_\_  
John R. Heath  
CITY COUNCIL PRESIDENT

APPROVED BY ME THIS

\_\_\_\_\_ day of November, 2016.

\_\_\_\_\_  
Jacob R. Day  
MAYOR



City of  
**Salisbury**  
Jacob R. Day, Mayor

**To:** Tom Stevenson, City Administrator  
**From:** Keith Cordrey, Director of Internal Services  
**Date:** 11/16/16  
**Re:** Manufacturing Exemption for equipment purchased 2015 - Jubilant Cadista Pharmaceuticals Inc.

---

I am recommending that Jubilant Cadista Pharmaceuticals Inc. (Cadista) be granted exemption from Personal Property Tax for their equipment purchased in 2015 as requested by the company. Since the request came within 2 years of the purchase of the equipment for purchases in all three years they are eligible for up to 5 years' exemptions for each year.

Over the next five years they will benefit from this exemption by a total savings of \$ 196,279 in personal property tax for 2015 equipment purchases based on the current personal property tax rate. The exemptions will be applied to City Property Tax years as shown in the schedule provided herein.

Jubilant Cadista Pharmaceuticals Inc. (Cadista) has previously been granted exemptions for equipment purchased in 1997, 1998, and 2003 thru 2015.

City of Salisbury  
Manufacturing Exemption Worksheet

Company: Jubilant Cadista Pharmaceuticals Inc.

Year New Equipment Purchased:		2015			
Equipment Purchased Amount:		\$ 2,537,540			
City Tax Year	State Tax Year	Exemption			
		Credit Value(1)	Exemption Value Total	Deprec Value	%
2017	2016	50,471.67	2,283,786	2,283,786	90%
2018	2017	44,863.71	2,030,032	2,030,032	80%
2019	2018	39,255.74	1,776,278	1,776,278	70%
2020	2019	33,647.78	1,522,524	1,522,524	60%
2021	2020	28,039.82	1,268,770	1,268,770	50%
		<b>\$ 196,279</b>	<b>NA</b>	<b>196,279</b>	

**Application Eligibility Information:**

Exempt yrs Granted	Calculated Yrs based on equip Yr
5	1                      2016
5	<2
3	2-3
2	3-4
1	4-5
<b># Years Eligible: 5</b>	
<b>Date Filed: 09/16/16</b>	

*(1) The exemption credit value shown above is using rate of 2.21 per hundreded . The acutal credit to be issued will be based on rates in effect for the Tax Year the credit is issued to.*

# City of Salisbury



JOHN H. CAWLEY  
FINANCE DIRECTOR

MARYLAND

FINANCE DEPARTMENT

125 N. Division Street  
Salisbury, MD 21801-4940

KEN H. JOHANNING  
ASSISTANT TREASURER

(410) 548-3110  
(410) 860-5154 (Fax)

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

Business Name: Jubilant Cadista Pharmaceuticals Inc. MD Department ID#: F-04890174

Mailing Address: 207 KILEY DRIVE, SALISBURY, MD - 21801

Contact Name: KAMAL MANDAN Phone No.: 410-912-3705

1. In order to qualify for an exemption you must meet one of the following requirements: Equipment is owned and operated by a facility that (1) locates in Salisbury (2) expands operations in Salisbury, or (3) develops a new product or industrial process in Salisbury. If you meet one of these requirements please explain in detail how you meet these requirements including raw materials used and products produced or R & D activity being conducted. Please include number of employees used in Manufacturing/ R&D and number of administrative employees.
2. Exemption is requested for tools, machinery & equipment used in Manufacturing / Research & Development acquired in calendar year 2015.
3. Address of Manufacturing / R & D operation. --same as above--
4. Date Manufacturing / R & D operation began in Salisbury. 1996
5. Attach a description of each asset claimed under this exemption. The schedule must include a description, original cost, and date of acquisition for each item. General descriptions such as Equipment, Various, or Miscellaneous are not acceptable.
6. Attach a copy of the State of Maryland Personal Property Return for the year of acquisition.

### Additional information and requirements

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

Preparer's Signature *Kamal Mandan* Date 09/16/2016

Email address kamal.mandan@cadista.com

**Jubilant Cadista Pharmaceuticals Inc.**

**Details of Asset Wise Additions in 2015**

Asset Class	Asset	Asset description	Cap.date	Amount
ZP&M	22000373	ZANASI 70-F MACHINE (PD-1278)	1/20/2015	173,650.43
ZP&M	22000374	SCISSORS LIFTS - 4	2/1/2015	7,161.87
ZP&M	22000375	KING COTTONER - ON PACKING LINE # 1	2/28/2015	31,727.00
ZP&M	22000377	DATALOGGERS - 60 Nos.	2/28/2015	54,223.93
ZP&M	22000378	NATOLI POLISHING STATION	2/28/2015	6,246.00
ZP&M	22000379	Dust Collection Capacity for RM 1026	2/28/2015	90,364.46
ZP&M	22000380	Steel Storage Cabinets for Mycophenolate	2/28/2015	2,102.20
ZP&M	22000381	SIFTERS FOR MYCOPHENOLATE	3/31/2015	13,496.52
ZP&M	22000382	GRANULATOR FOR MYCOPHENOLATE	3/31/2015	161,532.66
ZP&M	22000383	MYCO EQUIPMENT VALIDATION	3/31/2015	344,677.50
ZP&M	22000384	NEW O'HARA TABLET COATER FOR MYCOPHENOLATE	3/31/2015	318,001.02
ZP&M	22000385	BOTTLE FILLER, INDUCTION SEALER, CONVEYOR-MYCO	3/31/2015	102,941.73
ZP&M	22000386	Wireless Dataloggers for Rental Warehouse	3/31/2015	6,828.51
ZP&M	22000387	Rolling ladder, Shelf Cart, Rubber Caster Kit-Myco	3/31/2015	10,050.78
ZP&M	22000388	BALANCE, DOT PRINTER FOR MYCO	3/31/2015	18,435.11
ZP&M	22000389	8102W -25kg Grip Class 1 W/WCC - FOR MYCO	3/31/2015	15,102.19
ZP&M	22000390	Mixer w/ Impeller w/ Passivation-G2U05R-FOR MYCO	3/31/2015	2,484.14
ZP&M	22000391	CAIS2-UV1-SPI -Sartorius Scale - FOR MYCOPHENOLATE	3/31/2015	9,264.21
ZP&M	22000392	8 GALLON TANK FOR MYCOPHENOLATE AREA	3/31/2015	6,127.80
ZP&M	22000393	Flammable Storage Cabinet - for Mycophenolate	3/31/2015	1,210.97
ZP&M	22000394	Ventilator Hood for Mycophenolate	3/31/2015	13,104.54
ZP&M	22000395	ANCILLIARY ITEMS FOR MYCO PROJECT	3/31/2015	27,730.63
ZP&M	22000396	Vision System for Labelers (using with IMO Ecostar	3/31/2015	26,195.29
ZP&M	22000397	Automatic Capsule Check Weigher-IMA Checkweigher	5/31/2015	330,339.95
ZP&M	22000398	SARTORIUS ISI 1501GG-H PLATFORM 150KG	6/30/2015	6,915.84
ZP&M	22000399	Kraemer combined Deduster with CEIA Metal Detector	12/31/2015	51,887.09
ZP&M	22000400	CAPSULE INSPECTION MACHINE - MODEL # i500	12/31/2015	30,000.15
ZP&M	22000401	HATA TABLET PRESS AND ASSOCIATED CONTROL SYSTEM	12/31/2015	455,714.34
ZP&M	22000402	METTLER XS32000L PRECISION BALANCE	12/31/2015	4,317.01
ZP&M	22000403	ELECTRONIC PALLET JACK	12/31/2015	4,658.70
ZQCE	19000244	TOC ANALYSER - PURIFIED SYSTEM	1/1/2015	50,207.10
ZQCE	19000245	HYDROGEN DETECTION EQUIPMENT - QC LAB	1/19/2015	2,915.00
ZQCE	19000246	REFRACTIVE INDEX DETECTOR	7/23/2015	15,328.75
ZTOE	9000188	PUNCHES FOR HATA PRESS - MYCOPHENOLATE	3/31/2015	9,447.68
ZTOE	9000189	LOSARTAN 100MG PUNCHES	4/1/2015	11,135.14
ZTOE	9000190	METHYLPREDNISOLONE 4 MG PUNCHES	7/31/2015	11,135.13
ZTOE	9000191	PREDNISONE 10 MG PUNCHES	7/31/2015	4,492.69
ZTOE	9000192	PREDNISONE 5 MG PUNCHES	7/31/2015	4,492.70
ZTOE	9000193	ASSEMBLY, RF-450 FOR PACKAGING LINE 2	7/31/2015	10,767.05
ZTOE	9000194	PREDNISONE 1MG, 5MG, 10MG, 20MG CHUTES AND SLATS	7/31/2015	20,244.03
ZTOE	9000195	LOWER PUNCH STD. SHAPE HOBBED - LOSARTAN	7/31/2015	6,292.27
ZTOE	9000196	PCP 5 MG PUNCHES	7/31/2015	3,003.08
ZTOE	9000197	MEMATINE PUNCHES 5MG AND 10MG	12/1/2015	29,622.67
ZTOE	9000198	MEMATINE SLATS 5MG AND 10MG	12/1/2015	12,919.87
ZTOE	9000199	Lamotrigine 25mg Punches	12/1/2015	4,967.54
ZTOE	9000200	Lamotrigine 200mg Punches	12/1/2015	4,968.03
ZTOE	9000202	Prednisone 1mg Brush Assembly	12/31/2015	4,554.18
ZTOE	9000203	Prednisone 20mg Brush Assembly	12/31/2015	4,554.18
				<b>2,537,539.66</b>

5 Tools, machinery and equipment used for manufacturing or research and development: State the original cost of the property by year of acquisition. Include all fully depreciated property and property expensed under IRS rules.

If the property is located in a taxable jurisdiction, a detailed schedule by depreciation category should be included to take advantage of higher depreciation allowances.

Table with 4 columns: Year Acquired / Original Cost. Rows include years 2015, 2014, 2013, 2012 and 2011, 2010, 2009, 2008 & prior.

TOTAL COST \$ 15917520

6 Vehicles with Interchangeable Registration (dealer, recycler, finance company, special mobile equipment, and transporter plates) and unregistered vehicles should be reported here. See specific instructions.

Table with 4 columns: Year Acquired / Original Cost. Rows include years 2015, 2014 and 2013, 2012 & prior.

TOTAL COST \$ 0

7 Non-farming livestock \$ (Book Value) \$ (Market Value)

8 Other personal property Total Cost \$ File separate schedule giving a description of property, original cost and the date of acquisition.

9 Property owned by others and used or held by the business as lessee or otherwise... Total Cost \$ File separate schedule showing names and addresses of owners, lease number, description of property, installation date and separate cost in each case.

10 Property owned by the business but used or held by others as lessee or otherwise... Total Cost \$ File separate schedule showing names and addresses of lessees, lease number, description of property, installation date and original cost by year of acquisition for each location.

SECTION III This Section must be completed.

A. Total Gross Sales, or amount of business transacted during prior year in Maryland: \$ 3,322,095 If the business has sales in Maryland and does not report any personal property, explain how the business is conducted without personal property.

B. If the business operates on a fiscal year, state beginning and ending dates: APRIL 2015 TO MARCH 2016

C. If this is the business' first Maryland personal property return, state whether or not it succeeds an established business and give name: NA

D. Does the business own any fully depreciated and/or expensed personal property located in Maryland? [X] yes [ ] no If yes, is that property reported on this return? [X] yes [ ] no

E. Does the submitted balance sheet or depreciation schedule reflect personal property located outside of Maryland? [ ] yes [X] no If yes, reconcile it with this return.

F. Has the business disposed of assets or transferred assets in or out of Maryland during the prior year? [ ] yes [X] no If yes, complete Form 4C (Disposal and Transfer Reconciliation).

PLEASE READ IMPORTANT REMINDERS ON PAGE 4 BEFORE SIGNING

I declare under the penalties of perjury, pursuant to Tax-Property Article 1-201 of the Annotated Code of Maryland, that this return, including any accompanying schedules and statements, has been examined by me and to the best of my knowledge and belief is a true, correct and complete return.

NAME OF FIRM, OTHER THAN TAXPAYER, PREPARING THIS RETURN

KAMAL MANDAN CFO PRINT OR TYPE NAME OF CORPORATE OFFICER OR PRINCIPAL OF OTHER ENTITY TITLE

X SIGNATURE OF PREPARER DATE

x [Signature] 05/31/2016 SIGNATURE OF CORPORATE OFFICER OR PRINCIPAL DATE

PREPARER'S PHONE NUMBER E-MAIL ADDRESS

410-860-8500 kamal.mandan@cadista.com BUSINESS PHONE NUMBER E-MAIL ADDRESS



City of  
**Salisbury**  
Jacob R. Day, Mayor

**To:** Tom Stevenson, City Administrator  
**From:** Keith Cordrey, Director of Internal Services  
**Date:** 11/16/16  
**Re:** Manufacturing Exemption for equipment purchased 2015– K & L Microwave

---

I am recommending that K & L Microwave be granted an exemption from Personal Property Tax for their equipment purchased in 2015, as requested by the Company. Since the request came within 2 years of the purchase of the equipment, they are eligible for up to 5 years' exemption for the 2015 purchases. Over the next five years they will benefit from this exemption by a total savings of \$ 8,856 for 2015 equipment purchases in personal property tax. The exemptions will be applied to City Property Tax years 2017-2021 as shown in the schedule provided herein. Attached please find copies of the calculations, property tax returns and manufacturing exemption applications.

# City of Salisbury



**KEITH CORDREY**  
DIRECTOR INTERNAL SERVICES

MARYLAND

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

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

Business Name: K&L Microwave, Inc. MD Department ID#: F01560291

Mailing Address: 2250 Northwood Drive, Salisbury, MD 21801

Contact Name: Larry Albright - Controller Phone No.: 410-749-2424 (3105)

1. In order to qualify for an exemption you must meet one of the following requirements: Equipment is owned and operated by a facility that (1) locates in Salisbury (2) expands operations in Salisbury, or (3) develops a new product or industrial process in Salisbury. If you meet one of these requirements please explain in detail how you meet these requirements including raw materials used and products produced or R & D activity being conducted. Please include number of employees used in Manufacturing/ R&D and number of administrative employees.
2. Exemption is requested for tools, machinery & equipment used in Manufacturing / Research & Development acquired in calendar year 2015.
3. Address of Manufacturing / R & D operation. 2250 & 2300 Northwood Drive
4. Date Manufacturing / R & D operation began in Salisbury. 08/01/1983
5. Attach a description of each asset claimed under this exemption. The schedule must include a description, original cost, and date of acquisition for each item. General descriptions such as Equipment, Various, or Miscellaneous are not acceptable.
6. Attach a copy of the State of Maryland Personal Property Return for the year of acquisition.

### Additional information and requirements

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

Preparer's Signature *Larry Albright* Date 9/22/2016

Email address lalbright@klmicrowave.com

**City of Salisbury**  
**Internal Services -Finance Department**  
**Exemption Recommendation to City Council**

Company: K&L Microwave  
 Address: 2250 Northwood Drive

Requested By: Larry Albright  
 Date of Request: 9/22/816

Description of Mfg.: Manufacture of RF and microwave filters and duplexers

Equipment Year 2015

New Equipment Amount per Tax Return \$ 114,491

Total \$ 114,491

Exemption Value	<u>City Property</u> <u>Tax Year</u>	<u>State</u> <u>Return</u>	<u>Year of</u> <u>Exemption</u>	<u>Deprec.</u> <u>Value</u>	<u>Amount of</u> <u>Exemption</u>
	2017	2016	1	103,042	\$ 2,277
	2018	2017	2	91,593	\$ 2,024
	2019	2018	3	80,144	\$ 1,771
	2020	2019	4	68,695	\$ 1,518
	2021	2020	5	57,246	\$ 1,265
	<b>Total Value of Exemption:</b>				<u><u>\$ 8,856</u></u>

## PERSONAL PROPERTY TAX INFO

K&amp;L MICROWAVE

2015 EXPENDITURES FOR R&D MANUFACTURING EQUIPMENT  
2015

## 2015 ADDITIONS

Sys#	Prop. Tax Acq. Date	Co. Asset #	Prop erty Type	Class	Location	Description	2015 Additions
<b>G/L Asset Acct No = 2130</b>							
003589	05/18/2015	123734-A	P	ME	PCB AREA	ADT - PC BOARD SAW RETROFIT (C	13,994.40
003598	11/10/2015	123763	P	ME	MACHINE SHOP	CNC - HAAS VERITCAL MACHINING	76,431.00
003599	11/12/2015	123657-A	P	ME	CHIP-N-WIRE	E5071C - AGILENT ENA NETWORK ANALYZER	24,066.22
Total 2130 MACHINERY & EQUIPMENT							114,491.62
TOTAL 2015 ADDITIONS							114,491.62

# Annual Report and Personal Property Return

STATE OF MARYLAND, DEPARTMENT OF ASSESSMENTS AND TAXATION, PERSONAL PROPERTY DIVISION  
 301 East Preston Street, Room 801, Baltimore, Maryland 21201-2395 • www.dat.maryland.gov • (410) 767-1170 • (800) 246-5941 within Maryland

## 2016

### Form 1

### Page 1 of 4

Date Received  
by Department

CHECK ONE

Type of Business	ID # Prefi	Filing Fee	Type of Business	ID # Prefi	Filing Fee
<input type="checkbox"/> Domestic Stock Corporation (D)		\$300	<input type="checkbox"/> Domestic Limited Liability Company (W)		\$300
<input checked="" type="checkbox"/> Foreign Stock Corporation (F)		\$300	<input type="checkbox"/> Foreign Limited Liability Company (Z)		\$300
<input type="checkbox"/> Domestic Non-Stock Corporation (D)		- 0 -	<input type="checkbox"/> Domestic Limited Partnership (M)		\$300
<input type="checkbox"/> Foreign Non-Stock Corporation (F)		- 0 -	<input type="checkbox"/> Foreign Limited Partnership (P)		\$300
<input type="checkbox"/> Foreign Insurance Corporation (F)		\$300	<input type="checkbox"/> Domestic Limited Liability Partnership (A)		\$300
<input type="checkbox"/> Foreign Interstate Corporation (F)		- 0 -	<input type="checkbox"/> Foreign Limited Liability Partnership (E)		\$300
<input type="checkbox"/> SDAT Certified Family Farm (A,D,M,W)		\$100	<input type="checkbox"/> Domestic Statutory Trust (B)		\$300
<input type="checkbox"/> Real Estate Investment Trust (D)		\$300	<input type="checkbox"/> Foreign Statutory Trust (S)		\$300

Name of Business K&L Microwave, Inc.

Mailing Address 2250 Northwood Drive  
Salisbury, MD. 21801

Email Address lalbright@klmicrowave.com

Check here if this is a change of address

DEPARTMENT ID NUMBER		FEDERAL EMPLOYER IDENTIFICATION NUMBER	
ID# PREFIX <b>F</b>	<b>01560921</b>	<b>13</b>	<b>- 3639971</b>
DATE OF INCORPORATION OR FORMATION <b>8/1/1991</b>	STATE OF INCORPORATION OR FORMATION <b>Delaware</b>	FEDERAL PRINCIPAL BUSINESS CODE <b>3490</b>	
TRADING AS NAME <b>K&amp;L Microwave, Inc.</b>			

ID # PREFIX **F 01560921**  
Type or Print Department ID Number Here

**SECTION I**

- A. Is any business conducted in Maryland? Yes Date began: 8/1/1991  
(Yes or No)
- B. Nature of business conducted in Maryland: manufacturer
- C. Does the business own, lease or use personal property located in Maryland? Yes If No, skip SECTION II.  
(Yes or No)

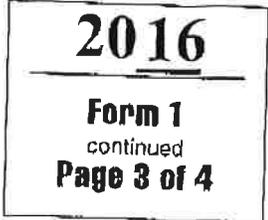
**ONLY CORPORATIONS COMPLETE ITEM D**

D. Names and addresses of officers and names of directors (type or print):

OFFICERS	
Names	Addresses
President <u>David W. Howett</u>	<u>2250 Northwood Drive; Salisbury, MD. 21801</u>
Vice-President <u>Michele M. Garigliano</u>	<u>2250 Northwood Drive; Salisbury, MD. 21801</u>
Secretary _____	_____
Treasurer <u>Joseph W. Smith</u>	<u>2250 Northwood Drive; Salisbury, MD. 21801</u>

DIRECTORS	
Names	Names
<u>C. Anderson Fincher</u>	_____
<u>Carrie L. Anderson</u>	_____
<u>David W. Howett</u>	_____

PLEASE STAPLE CHECK HERE



5 Tools, machinery and equipment used for manufacturing or research and development: State the original cost of the property by year of acquisition. Include all fully depreciated property and property expensed under IRS rules. If this business is engaged in manufacturing / R&D, and is claiming such an exemption for the first time, a manufacturing / R&D exemption application must be submitted on or before September 1, before an exemption can be granted. See instruction 11 for exception. Contact the Department or visit www.dat.maryland.gov for an application.

If the property is located in a taxable jurisdiction, a detailed schedule by depreciation category should be included to take advantage of higher depreciation allowances.

Table with 4 columns: Year Acquired / Original Cost. Rows for years 2015, 2014, 2013, 2012, 2011, 2010, 2009, and 2008 & prior.

TOTAL COST \$ 14034989

6 Vehicles with Interchangeable Registration (dealer, recycler, finance company, special mobile equipment, and transporter plates) and unregistered vehicles should be reported here. See specific instructions.

Table with 4 columns: Year Acquired / Original Cost. Rows for years 2015, 2014, 2013, and 2012 & prior.

TOTAL COST \$ 0

7 Non-farming livestock \$ (Book Value) \$ (Market Value)

8 Other personal property Total Cost \$ 58365

9 Property owned by others and used or held by the business as lessee or otherwise... Total Cost \$ 0

10 Property owned by the business but used or held by others as lessee or otherwise... Total Cost \$ 0

SECTION III This Section must be completed.

A. Total Gross Sales, or amount of business transacted during prior year in Maryland: \$ 32,599,401

- B. If the business operates on a fiscal year, state beginning and ending dates:
C. If this is the business' first Maryland personal property return, state whether or not it succeeds an established business and give name:
D. Does the business own any fully depreciated and/or expensed personal property located in Maryland?
E. Does the submitted balance sheet or depreciation schedule reflect personal property located outside of Maryland?
F. Has the business disposed of assets or transferred assets in or out of Maryland during the prior year?

PLEASE READ "IMPORTANT REMINDERS" ON PAGE 4 BEFORE SIGNING

I declare under the penalties of perjury, pursuant to Tax-Property Article 1-201 of the Annotated Code of Maryland, that this return, including any accompanying schedules and statements, has been examined by me and to the best of my knowledge and belief is a true, correct and complete return.

NAME OF FIRM, OTHER THAN TAXPAYER, PREPARING THIS RETURN

Michele M. Garigliano Vice President/General Manager

SIGNATURE OF PREPARER DATE

SIGNATURE OF CORPORATE OFFICER OR PRINCIPAL DATE

PREPARER'S PHONE NUMBER E-MAIL ADDRESS

410-749-2424 mgarigliano@klmicrowave.com



City of  
**Salisbury**  
Jacob R. Day, Mayor

To: Tom Stevenson, City Administrator

From: Keith Cordrey, Director of Internal Services

Date: 11/16/16

Re: Manufacturing Exemption for equipment purchased 2015 – RelComm Technologies, Inc. D03855392

---

I am recommending that RelComm Technologies, Inc. be granted an exemption from Personal Property Tax for their equipment purchased in 2015, as requested by the Company. Since the request came within 2 years of the purchase of the equipment, they are eligible for up to 5 years' exemption. Over the next five years they will benefit from this exemption by a total savings of \$696 in personal property tax.

**City of Salisbury  
Finance Department  
Exemption Recommendation to City Council**

Company: Relcomm Technologies, Inc  
 Address: 610 Beam St

Requested By: Craig Brock  
 Date of Request: 8/6/2016

Description of Mfg.: Manufacturer of Design Enhanced Application Specific Coaxial Relay Products

Equipment Year 2015

New Equipment \$ 8,999

**Total** \$ 8,999

Exemption Value	<u>City Property Tax Year</u>	<u>State Return</u>	<u>Year of Exemption</u>	<u>Deprec. Value</u>	<u>Am't of Exemption</u>
	2017	2016	1	8,099	179
	2018	2017	2	7,199	159
	2019	2018	3	6,299	139
	2020	2019	4	5,399	119
	2021	2020	5	4,500	99
<b>Total Value of Exemption:</b>					<u>\$ 696</u>

*(1) The exemption credit value shown above is using rate of 2.21 per hundreded . The acutal credit to be issued will be based on rates in effect for the City Tax Year the credit is issued to.*

*(2) A Personal Property Tax return is required to be submitted to the City of Salisbury each year in order for issuance of credits related to any exemptions awarded.*

# City of Salisbury



MARYLAND

JOHN H. CAWLEY  
FINANCE DIRECTOR

SHIRLEY FOREMAN  
ASSISTANT TREASURER

FINANCE DEPARTMENT

P. O. Box 4118  
125 N. Division Street  
Salisbury, MD 21803-4118  
(410) 548-3110  
(410) 548-3192 (Fax)

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

Business Name: RelComm Technologies, Inc. MD Department ID#: D03855392

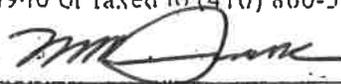
Mailing Address: 610 Beam Street Salisbury Md 21801

Contact Name: Craig Brock Phone No.: 410-749-4488 X221

1. In order to qualify for an exemption you must meet one of the following requirements: Equipment is owned and operated by a facility that (1) locates in Salisbury (2) expands operations in Salisbury, or (3) develops a new product or industrial process in Salisbury. If you meet one of these requirements please explain in detail how you meet these requirements including raw materials used and products produced or R & D activity being conducted. Please include number of employees used in Manufacturing/ R&D and number of administrative employees.
2. Exemption is requested for tools, machinery & equipment used in Manufacturing / Research & Development acquired in calendar year 2015.
3. Address of Manufacturing / R & D operation. 610 Beam St. Salisbury Md
4. Date Manufacturing / R & D operation began in Salisbury. April 1994
5. Attach a description of each asset claimed under this exemption. The schedule must include a description, original cost, and date of acquisition for each item. General descriptions such as Equipment, Various, or Miscellaneous are not acceptable.
6. Attach a copy of the State of Maryland Personal Property Return for the year of acquisition.

### Additional information and requirements

All exemptions require approval by the City of Salisbury Council and receipt of exemption from Wicomico County does not mean you will automatically be granted an exemption by the City of Salisbury. The exemption that is granted is for a specific year in which equipment was purchased and can be for a term up to a maximum of 5 years. Once an exemption has been granted, a copy of the personal property tax return must be sent in for each year of the exemption. To be eligible to receive the maximum exemption term of 5 years, the application must be received within two (2) years from December 31<sup>st</sup> of the calendar year in which the equipment was purchased. A separate request must be made for each year. The application can be mailed to Finance Department, 125 North Division St., Salisbury, MD 21801-1940 or faxed to (410) 860-5154.

Preparer's Signature  CFO Date 8-6-16

RelComm Technologies, Inc.

#D03855392

Attachment to Exemption Application For Machinery and Equipment  
Used for Manufacturing

Description of Manufacturing Equipment purchased during calendar  
year 2015:

1/15/2015	Jet 3 Phase Vertical Milling Machine	\$8,999.00
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# Annual Report and Personal Property Return

STATE OF MARYLAND, DEPARTMENT OF ASSESSMENTS AND TAXATION, PERSONAL PROPERTY DIVISION

301 West Preston Street, Room 801, Baltimore, Maryland 21201-2395 • www.dat.maryland.gov • (410) 767-1170 • (888) 246-5941 within Maryland

**2016**

**Form 1**  
**Page 1 of 4**

Date Received  
by Department

CHECK  
ONE

Type of Business	ID # Prefix	Filing Fee	Type of Business	ID # Prefix	Filing Fee
<input checked="" type="checkbox"/> Domestic Stock Corporation	(D)	\$300	<input type="checkbox"/> Domestic Limited Liability Company	(W)	\$300
<input type="checkbox"/> Foreign Stock Corporation	(F)	\$300	<input type="checkbox"/> Foreign Limited Liability Company	(Z)	\$300
<input type="checkbox"/> Domestic Non-Stock Corporation	(D)	- 0 -	<input type="checkbox"/> Domestic Limited Partnership	(M)	\$300
<input type="checkbox"/> Foreign Non-Stock Corporation	(F)	- 0 -	<input type="checkbox"/> Foreign Limited Partnership	(P)	\$300
<input type="checkbox"/> Foreign Insurance Corporation	(F)	\$300	<input type="checkbox"/> Domestic Limited Liability Partnership	(A)	\$300
<input type="checkbox"/> Foreign Interstate Corporation	(F)	- 0 -	<input type="checkbox"/> Foreign Limited Liability Partnership	(E)	\$300
<input type="checkbox"/> SDAT Certified Family Farm (A,D,M,W)		\$100	<input type="checkbox"/> Domestic Statutory Trust	(B)	\$300
<input type="checkbox"/> Real Estate Investment Trust	(D)	\$300	<input type="checkbox"/> Foreign Statutory Trust	(S)	\$300

Name of Business RELCOMM TECHNOLOGIES, INC.

Mailing Address \_\_\_\_\_

610 BEAM STREET

SALISBURY MD 21801

Check here if this is a change of address

Email Address \_\_\_\_\_

DEPARTMENT ID NUMBER ID# PREFIX <b>D</b> <u>03855392</u>		FEDERAL EMPLOYER IDENTIFICATION NUMBER <u>52-1867149</u>
DATE OF INCORPORATION OR FORMATION <u>04/01/1994</u>	STATE OF INCORPORATION OR FORMATION <u>MARYLAND</u>	FEDERAL PRINCIPAL BUSINESS CODE <u>332900</u>
TRADING AS NAME		

ID # PREFIX **D** 03855392  
Type or Print Department ID Number Here

**SECTION I**

- A. Is any business conducted in Maryland? YES Date began: 04/01/1994  
(Yes or No)
- B. Nature of business conducted in Maryland: MANUFACTURING
- C. Does the business own, lease or use personal property located in Maryland? YES If No, skip SECTION II.  
(Yes or No)

**ONLY CORPORATIONS COMPLETE ITEM D**

D. Names and addresses of officers and names of directors (type or print):

	Names	ADDRESSES
President	<u>JOHN E. TINKLER III</u>	<u>SALISBURY, MD</u>
Vice-President	<u>CRAIG BROCK</u>	<u>SALISBURY, MD</u>
Secretary	<u>MARTIN MAGDA</u>	<u>SALISBURY, MD</u>
Treasurer	<u>CRAIG BROCK</u>	<u>SALISBURY, MD</u>

Names	Names
<u>JOHN E. TINKLER III</u>	<u>MARTIN A. MAGDA</u>
<u>CRAIG BROCK</u>	_____
_____	_____
_____	_____

INCLUDE DEPARTMENT ID NUMBER ON CHECK  
PLEASE STAPLE CHECK HERE

**RELCOMM TECHNOLOGIES, INC.**

52-1867149

**2016**

---

Form 1  
continued  
Page 3 of 4

⑤ **Tools, machinery and equipment used for manufacturing or research and development:** State the original cost of the property by year of acquisition. Include all fully depreciated property and property expensed under IRS rules. If this business is engaged in manufacturing / R&D, and is claiming such an exemption for the first time, a **manufacturing / R&D exemption application must be submitted on or before September 1**, before an exemption can be granted. **See instruction 11 for exception.** Contact the Department or visit [www.dat.maryland.gov](http://www.dat.maryland.gov) for an application.

If the property is located in a taxable jurisdiction, a detailed schedule by depreciation category should be included to take advantage of higher depreciation allowances.

Year Acquired / Original Cost		Year Acquired / Original Cost	
2015	8,999	2011	140,608
2014	19,000	2010	0
2013	0	2009	0
2012	0	2008 & prior	350,789

TOTAL COST \$ 519,396

⑥ **Vehicles with Interchangeable Registration** (dealer, recycler, finance company, **special mobile equipment**, and transporter plates) and unregistered vehicles should be reported here. See specific instructions.

Year Acquired / Original Cost		Year Acquired / Original Cost	
2015	0	2013	0
2014	0	2012 & prior	0

TOTAL COST \$ 0

⑦ **Non-farming livestock** \$ 0 (Book Value) \$ 0 (Market Value)

⑧ **Other personal property** ..... Total Cost \$ 0  
File separate schedule giving a description of property, original cost and the date of acquisition.

⑨ **Property owned by others and used or held by the business** as lessee or otherwise ..... Total Cost \$ 0  
File separate schedule showing names and addresses of owners, lease number, description of property, installation date and separate cost in each case.

⑩ **Property owned by the business but used or held by others** as lessee or otherwise ..... Total Cost \$ 0  
File separate schedule showing names and addresses of lessees, lease number, description of property, installation date and original cost by year of acquisition for each location. Schedule should group leases by county where the property is located. Manufacturer lessors should submit the retail selling price of the property not the manufacturing cost.

**SECTION III** This Section must be completed.

A. Total Gross Sales, or amount of business transacted during prior year in Maryland: \$ 3,338,875

If the business has sales in Maryland and does not report any personal property, explain how the business is conducted without personal property. If the business is using the personal property of another business, provide the name and address of that business.

B. If the business operates on a fiscal year, state beginning and ending dates: \_\_\_\_\_

C. If this is the business' first Maryland personal property return, state whether or not it succeeds an established business and give name: \_\_\_\_\_

D. Does the business own any fully depreciated and/or expensed personal property located in Maryland?  yes  no  
If yes, is that property reported on this return?  yes  no

E. Does the submitted balance sheet or depreciation schedule reflect personal property located outside of Maryland?  yes  no  
If yes, reconcile it with this return.

F. Has the business disposed of assets or transferred assets in or out of Maryland during the prior year?  yes  no If yes, complete Form 4C (Disposal and Transfer Reconciliation).

• PLEASE READ "IMPORTANT REMINDERS" ON PAGE 4 BEFORE SIGNING •

I declare under the penalties of perjury, pursuant to Tax-Property Article 1-201 of the Annotated Code of Maryland, that this return, including any accompanying schedules and statements, has been examined by me and to the best of my knowledge and belief is a true, correct and complete return.

TWILLEY, ROMMEL & STEPHENS, P.A.

M. Craig Brock

CFO

NAME OF FIRM, OTHER THAN TAXPAYER, PREPARING THIS RETURN

PRINT OR TYPE NAME OF CORPORATE OFFICER OR PRINCIPAL OF OTHER ENTITY TITLE

SIGNATURE OF PREPARER

SIGNATURE OF CORPORATE OFFICER OR PRINCIPAL

8-6-16

DATE

DATE

410-749-1919

410-749-4488

PREPARER'S PHONE NUMBER

E-MAIL ADDRESS

BUSINESS PHONE NUMBER

E-MAIL ADDRESS



City of  
**Salisbury**  
Jacob R. Day, Mayor

To: Tom Stevenson, City Administrator

From: Keith Cordrey, Director of Internal Services

Date: November 16, 2016

Re: Manufacturing Exemption for equipment purchased 2015 – Viskon Aire Corporation, Inc.

---

I am recommending that Viskon Aire Corporation, Inc. be granted an exemption from Personal Property Tax for their equipment purchased in 2015 as requested by the Company. Since the request came within 2 years of the purchase of the equipment, they are eligible for up to 5 years' exemption for the 2015 purchases. Over the next five years they will benefit from this exemption by a total savings of \$ 1,292 for 2015 equipment purchases in personal property tax.

The exemptions will be applied to City Property Tax years 2017-2021 as shown in the schedule provided herein. Attached please find copies of the calculations, property tax returns and manufacturing exemption applications.

**City of Salisbury  
Finance Department  
Exemption Recommendation to City Council**

Company: Viskon Aire Corporation  
Address: 410 Winfield Ave

Requested By: Paul (Chip) Meyer  
Date of Request: 8/19/2016

Description of Mfg.: Manufacturing of air filters for painting and automotive industry

Equipment Year 2015

New Equipment

See list attached \$ 16,700

Total \$ 16,700

Exemption Value	<u>City Property Tax Year</u>	<u>State Return</u>	<u>Year of Exemption</u>	<u>Deprec. Value</u>	<u>Am't of Exemption</u>
	2017	2016	1	15,030	332
	2018	2017	2	13,360	295
	2019	2018	3	11,690	258
	2020	2019	4	10,020	221
	2021	2020	5	8,350	185
<b>Total</b>				58,450	<b>\$ 1,292</b>

*(1) The exemption credit value shown above is using rate of 2.21 per hundreded . The acutal credit to be issued will be based on rates in effect for the City Tax Year the credit is issued to.*

*(2) A Personal Property Tax return is required to be submitted to the City of Salisbury each year in order for issuance of credits related to any exemptions awarded.*

# City of Salisbury



**KEITH CORDREY**  
DIRECTOR INTERNAL SERVICES

**MARYLAND**

**FINANCE DEPARTMENT**

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

**SANDRA GREEN**  
ASSISTANT DIRECTOR INTERNAL SERVICES - ACCOUNTING

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

Business Name: Viskon-Aire Corp. MD Department ID#: 22-2236703(T10)  
Mailing Address: 410 Winfield Ave. Salisbury MD 21081 00515762(CRM)  
Contact Name: Paul (Chip) Meyer Phone No.: 410-543-8802

1. In order to qualify for an exemption you must meet one of the following requirements: Equipment is owned and operated by a facility that (1) locates in Salisbury (2) expands operations in Salisbury, or (3) develops a new product or industrial process in Salisbury. If you meet one of these requirements please explain in detail how you meet these requirements including raw materials used and products produced or R & D activity being conducted. Please include number of employees used in Manufacturing/ R&D and number of administrative employees.
2. Exemption is requested for tools, machinery & equipment used in Manufacturing / Research & Development acquired in calendar year 2016 . 2015
3. Address of Manufacturing / R & D operation. Same As Above
4. Date Manufacturing / R & D operation began in Salisbury. Est. 1980
5. Attach a description of each asset claimed under this exemption. The schedule must include a description, original cost, and date of acquisition for each item. General descriptions such as Equipment, Various, or Miscellaneous are not acceptable.
6. Attach a copy of the State of Maryland Personal Property Return for the year of acquisition.

### Additional information and requirements

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

Preparer's Signature Paul Meyer Date 7/19/16

Email address chip.meyer@viskon-aire.com

**Viskon-Aire Corp.**  
**Personal Property Additions**

<b>Calendar Year 2014 Acquisitions / 2015 Personal Property Tax Return</b>		
<b>Date</b>	<b>Description</b>	<b>Original Cost</b>
N/A	N/a	\$ -
Total Non-Manufacturing Equipment		\$ -
09/24/15	Fork Lift	\$ 16,700
Total Manufacturing Equipment		\$ 16,700

# Annual Report and Personal Property Return

STATE OF MARYLAND, DEPARTMENT OF ASSESSMENTS AND TAXATION, PERSONAL PROPERTY DIVISION  
301 West Preston Street, Room 801, Baltimore, Maryland 21201-2395 • www.dat.maryland.gov • (410) 767-1170 • (888) 246-5941 within Maryland

**2016**

**Form 1**

**Page 1 of 4**

Date Received  
by Department

CHECK ONE

Type of Business	ID # Prefix	Filing Fee	Type of Business	ID # Prefix	Filing Fee
<input type="checkbox"/> Domestic Stock Corporation	(D)	\$300	<input type="checkbox"/> Domestic Limited Liability Company	(W)	\$300
<input checked="" type="checkbox"/> Foreign Stock Corporation	(F)	\$300	<input type="checkbox"/> Foreign Limited Liability Company	(Z)	\$300
<input type="checkbox"/> Domestic Non-Stock Corporation	(D)	- 0 -	<input type="checkbox"/> Domestic Limited Partnership	(M)	\$300
<input type="checkbox"/> Foreign Non-Stock Corporation	(F)	- 0 -	<input type="checkbox"/> Foreign Limited Partnership	(P)	\$300
<input type="checkbox"/> Foreign Insurance Corporation	(F)	\$300	<input type="checkbox"/> Domestic Limited Liability Partnership	(A)	\$300
<input type="checkbox"/> Foreign Interstate Corporation	(F)	- 0 -	<input type="checkbox"/> Foreign Limited Liability Partnership	(E)	\$300
<input type="checkbox"/> SDAT Certified Family Farm	(A,D,M,W)	\$100	<input type="checkbox"/> Domestic Statutory Trust	(B)	\$300
<input type="checkbox"/> Real Estate Investment Trust	(D)	\$300	<input type="checkbox"/> Foreign Statutory Trust	(S)	\$300

Name of Business VISKON-AIRE CORPORATION

Mailing Address 410 WINFIELD AVENUE  
SALISBURY, MD 21801

Check here  
if this is a  
change of  
address

Email Address \_\_\_\_\_

DEPARTMENT ID NUMBER				FEDERAL EMPLOYER IDENTIFICATION NUMBER															
ID# PREFIX	<u>F</u>	<u>0</u>	<u>1</u>	<u>5</u>	<u>3</u>	<u>7</u>	<u>3</u>	<u>3</u>	<u>1</u>	<u>2</u>	<u>2</u>	<u>-</u>	<u>2</u>	<u>2</u>	<u>3</u>	<u>6</u>	<u>7</u>	<u>0</u>	<u>3</u>
DATE OF INCORPORATION OR FORMATION				STATE OF INCORPORATION OR FORMATION				FEDERAL PRINCIPAL BUSINESS CODE											
<u>JANUARY 25, 1979</u>				<u>NEW JERSEY</u>				<u>3 3 9 9 0 0</u>											
TRADING AS NAME																			

ID # PREFIX  
**F 0 1 5 3 7 3 3 1**  
Type or Print Department ID Number Here

## SECTION I

- A. Is any business conducted in Maryland? Yes Date began: JUNE 1, 1982  
(Yes or No)
- B. Nature of business conducted in Maryland: MANUFACTURING
- C. Does the business own, lease or use personal property located in Maryland? Yes If No, skip SECTION II  
(Yes or No)

### ONLY CORPORATIONS COMPLETE ITEM D

D. Names and addresses of officers and names of directors (type or print):

Names	Addresses
<b>OFFICERS</b>	
President <u>ROBERT JOHNSON</u>	<u>SALISBURY, MD</u>
Vice-President _____	_____
Secretary _____	_____
Treasurer <u>PAUL A. MEYER</u>	<u>SALISBURY, MD</u>

Names	Names
<b>DIRECTORS</b>	
<u>PAUL A. MEYER</u>	_____
<u>ROBERT JOHNSON</u>	_____
_____	_____
_____	_____

NACTP # 1102

INCLUDE DEPARTMENT ID NUMBER ON CHECK  
PLEASE STAPLE CHECK HERE

5 Tools, machinery and equipment used for manufacturing or research and development: State the original cost of the property by year of acquisition. Include all fully depreciated property and property expensed under IRS rules. If this business is engaged in manufacturing / R&D, and is claiming such an exemption for the first time, a manufacturing / R&D exemption application must be submitted on or before September 1, before an exemption can be granted. See instruction 11 for exception. Contact the Department or visit www.dat.maryland.gov for an application.

If the property is located in a taxable jurisdiction, a detailed schedule by depreciation category should be included to take advantage of higher depreciation allowances.

Table with 4 columns: Year Acquired / Original Cost. Rows include 2015 (16,700), 2011 (84,935), 2014, 2010 (7,353), 2013 (188,640), 2009 (1,629), 2012 (1,960), 2008 & prior (1,026,393).

TOTAL COST \$ 1,327,610

6 Vehicles with Interchangeable Registration (dealer, recycler, finance company, special mobile equipment, and transporter plates) and unregistered vehicles should be reported here. See specific instructions.

Table with 4 columns: Year Acquired / Original Cost. Rows include 2015, 2013, 2014, 2012 & prior.

TOTAL COST \$ NONE

7 Non-farming livestock \$ NONE (Book Value) \$ NONE (Market Value)

\$ NONE

8 Other personal property Total Cost

\$ NONE

9 Property owned by others and used or held by the business as lessee or otherwise Total Cost File separate schedule showing names and addresses of owners, lease number, description of property, installation date and separate cost in each case.

\$ NONE

10 Property owned by the business but used or held by others as lessee or otherwise Total Cost File separate schedule showing names and addresses of lessees, lease number, description of property, installation date and original cost by year of acquisition for each location. Schedule should group leases by county where the property is located. Manufacturer lessors should submit the retail selling price of the property, not the manufacturing cost.

SECTION III This Section must be completed.

A. Total Gross Sales, or amount of business transacted during prior year in Maryland: \$ 619,436

If the business has sales in Maryland and does not report any personal property, explain how the business is conducted without personal property. If the business is using the personal property of another business, provide the name and address of that business.

B. If the business operates on a fiscal year, state beginning and ending dates:

C. If this is the business' first Maryland personal property return, state whether or not it succeeds an established business and give name:

D. Does the business own any fully depreciated and/or expensed personal property located in Maryland? [x] yes [ ] no If yes, is that property reported on this return? [x] yes [ ] no

E. Does the submitted balance sheet or depreciation schedule reflect personal property located outside of Maryland? [ ] yes [x] no If yes, reconcile it with this return.

F. Has the business disposed of assets or transferred assets in or out of Maryland during the prior year? [x] yes [ ] no If yes, complete Form 4C (Disposal and Transfer Reconciliation).

PLEASE READ "IMPORTANT REMINDERS" ON PAGE 4 BEFORE SIGNING

I declare under the penalties of perjury, pursuant to Tax-Property Article 1-201 of the Annotated Code of Maryland, that this return, including any accompanying schedules and statements, has been examined by me and to the best of my knowledge and belief is a true, correct and complete return.

TGM Group LLC
NAME OF FIRM, OTHER THAN TAXPAYER, PREPARING THIS RETURN
X
SIGNATURE OF PREPARER DATE

PRINT OR TYPE NAME OF CORPORATE OFFICER OR PRINCIPAL OF OTHER ENTITY TITLE
X
SIGNATURE OF CORPORATE OFFICER OR PRINCIPAL DATE

(410) 742-1328
PREPARER'S PHONE NUMBER E-MAIL ADDRESS

BUSINESS PHONE NUMBER E-MAIL ADDRESS

COUNCIL AGENDA – Award of Bids

November 28, 2016

- |   |                |
|---|----------------|
| 1. Award of Bid – Salisbury Fire Department<br>Contract 113-17<br>Fire Engines        | \$1,364,378.00 |
| 2. Declaration of Surplus – Salisbury Police Department<br>Weapons                    | \$ N/A         |
| 3. Declaration of Surplus – Salisbury Public Works Department<br>John Deere Gator 4x2 | \$ N/A         |

The following is for **INFORMATION ONLY** and does not require  
Council Approval per Resolution 2506

- |   |              |
|---|--------------|
| 4. Contract 107-15<br>Change Order #3<br>WWTP BNR/ENR Upgrade | \$ 80,841.00 |
|---|--------------|



City of  
**Salisbury**  
Jacob R. Day, Mayor

**To:** Mayor and City Council  
**From:** Jennifer Miller  
Asst. Director of Internal Services – Procurement & Parking Division  
**Date:** November 28, 2016  
**Subject:** Award of Bid  
Contract 113-17 Fire Engines

The City of Salisbury Internal Services Department, Procurement Division, received a request from the Department of Public Works to purchase two fire engines through Atlantic Emergency Solutions utilizing a cooperative purchasing program, HGACBuy.

Per Section SC 16-3 “General Policy of Competitive Bidding, Exceptions” of the City of Salisbury Charter, competitive bidding procedures performed by the City of Salisbury are not necessary or appropriate in the following circumstance:

“(9) Contracts in which the City receives a contract price negotiated by the State, County, or other governmental entity pursuant to a valid contract.”

This Charter designation, therefore, allows the City of Salisbury to participate in cooperative purchasing activities, such as HGACBuy. The Houston-Galveston Area Council (H-GAC) is a unit of local government and a political subdivision of the State of Texas. All products offered through HGACBuy have been awarded by virtue of a public competitive process. The contracts awarded by the H-GAC Board are then made available to local governments nationwide through the HGACBuy Cooperative Purchasing Program. The City of Salisbury has previously purchased items utilizing this program through the execution of an Interlocal Contract, which sets out the conditions, requirements and processes of the procurement.

The Procurement Division has verified the contract pricing, terms and conditions with a representative from HGACBuy (Contract #FS12-15), and there are sufficient funds in account 24035-577025 (Vehicles) to purchase the requested apparatus.

The Procurement Department requests Council’s approval to award Contract 113-17 to Atlantic Emergency Solutions, in the amount of \$1,364,378.00.

Sincerely,

Jennifer Miller  
Assistant Director of Internal Services – Procurement and Parking



*From the Office  
of the  
Fire Chief*

**To:** Jennifer Miller, Deputy Dir. Finance – Procurement    **Date:** 4 November 2016

 **From:** Richard A. Hoppes, Chief of the Department

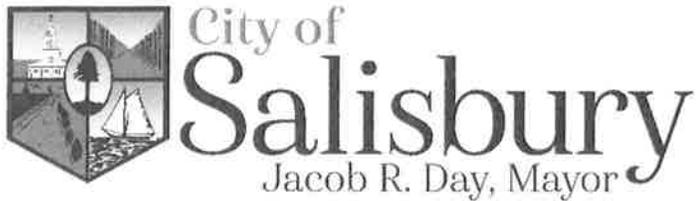
**Subject:** Recommendation for Award of Bid for Project #FD-16-01 (Engines)

During the FY2017 budget process, the Department was approved funding to purchase two (2) new engines. A bid proposal was submitted by Atlantic Emergency Solutions, Inc. in accordance to HGACBuy Contract FS12-15.

Pursuant to a thorough review and pricing verification from the City Procurement Department and the Salisbury Fire Department, please allow this memorandum to serve as the formal department recommendation to award the bid to Atlantic Emergency Solutions, Inc. in the amount of \$1,364,378.00 to purchase two (2) Pierce Arrow XT fire engines for the department. Funding for this project can be found in account number 24035-577025 *Vehicles*.

Please add this to the award of bids content for the earliest possible Council Legislative Agenda. Should you require additional information please do not hesitate to call on me at [rhoppes@ci.salisbury.md.us](mailto:rhoppes@ci.salisbury.md.us) or at 410-548-3120 X 103.

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



**To:** Mayor and City Council  
**From:** Jennifer Miller  
Asst. Director of Internal Services – Procurement & Parking Division  
**Date:** November 28, 2016  
**Subject:** Declaration of Surplus  
Salisbury Police Department – Weapons

The City of Salisbury Internal Services Department – Procurement Division received a request from the Salisbury Police Department to declare 126 weapons as surplus. These weapons will be either be traded for new, sold to the carrying officer, or destroyed if non-serviceable. A list of weapons and the proposed disposition status is noted in the attached departmental memo.

Upon declaration of surplus, and as approved by the Council, the aforementioned weapons will be disposed of as noted.

Thank you,

A handwritten signature in cursive script that reads "Jennifer Miller".

Jennifer Miller

Assistant Director of Internal Services – Procurement and Parking



JACOB R. DAY  
 MAYOR  
 TOM STEVENSON  
 CITY ADMINISTRATOR

**MARYLAND**

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

BARBARA DUNCAN  
 CHIEF OF POLICE

Date: November 3, 2016

To: Jennifer Miller  
 Assistant Director of Internal Services - Procurement and  
 Parking Division

From: Patrick Guyer 1756  
 Quartermaster

Subject: SURPLUS ITEMS

With Chief Duncan's approval, the Salisbury Police Department is requesting that the weapons listed below be declared as surplus for the purpose of being either:

1. Traded in to Glock as credit towards the purchase of a new weapon
2. Being sold to the sworn officer that has been carrying the weapon
3. Being destroyed as it is not a serviceable weapon

The weapons are described as a Glock Model 21 - .45 caliber handgun (114 total), Glock Model 30 - .45 caliber handgun (2 total), Glock Model 36 - .45 caliber handgun (5 total), Glock Model 19 - 9mm handgun (5 total), and Glock Model 26 - 9mm handgun (1 total). I am requesting that you surplus these 126 items because they have a value of between \$300.00 and up to \$600.00 each. The individual items are listed below:

Make	Model/Caliber	Serial Number	Status
Glock	Model 21-45 Cal	WH472	Trade or Purchase
Glock	Model 21-45 Cal	WH475	Destroy

<b>Make</b>	<b>Model/Caliber</b>	<b>Serial Number</b>	<b>Status</b>
Glock	Model 21-45 Cal	WH477	Trade
Glock	Model 21-45 Cal	WH478	Trade or Purchase
Glock	Model 21-45 Cal	WH479	Trade
Glock	Model 21-45 Cal	APC816	Trade
Glock	Model 21-45 Cal	APC818	Trade
Glock	Model 21-45 Cal	WG613	Trade or Purchase
Glock	Model 21-45 Cal	WG611	Trade or Purchase
Glock	Model 21-45 Cal	WG603	Trade
Glock	Model 21-45 Cal	WG602	Trade
Glock	Model 21-45 Cal	WG600	Trade
Glock	Model 21-45 Cal	WG633	Trade
Glock	Model 21-45 Cal	WG629	Trade or Purchase
Glock	Model 21-45 Cal	WG628	Trade
Glock	Model 21-45 Cal	WG627	Trade or Purchase
Glock	Model 21-45 Cal	WG623	Trade or Purchase
Glock	Model 21-45 Cal	WG622	Trade
Glock	Model 21-45 Cal	WG620	Trade or Purchase
Glock	Model 21-45 Cal	WG617	Trade or Purchase
Glock	Model 21-45 Cal	WG653	Destroy
Glock	Model 21-45 Cal	WG651	Trade or Purchase
Glock	Model 21-45 Cal	WG650	Trade or Purchase
Glock	Model 21-45 Cal	WG645	Trade or Purchase
Glock	Model 21-45 Cal	WG638	Trade or Purchase
Glock	Model 21-45 Cal	ACU536	Trade or Purchase
Glock	Model 21-45 Cal	ACU535	Trade or Purchase
Glock	Model 21-45 Cal	AFP918/G20232	Trade
Glock	Model 21-45 Cal	AFP917	Trade
Glock	Model 21-45 Cal	AFP915/G20231	Trade or Purchase
Glock	Model 21-45 Cal	AWE797	Trade or Purchase
Glock	Model 21-45 Cal	AWE798	Trade or Purchase
Glock	Model 21-45 Cal	AWE795	Trade or Purchase
Glock	Model 21-45 Cal	AWE796	Trade
Glock	Model 21-45 Cal	AWE799	Trade or Purchase
Glock	Model 21-45 Cal	BAE070	Trade or Purchase
Glock	Model 21-45 Cal	BSG834	Trade
Glock	Model 21-45 Cal	BSG832	Trade or Purchase
Glock	Model 21-45 Cal	BWP520	Trade or Purchase
Glock	Model 21-45 Cal	BWP521	Trade or Purchase
Glock	Model 21-45 Cal	BWP522	Trade or Purchase
Glock	Model 21-45 Cal	CGU960	Trade
Glock	Model 21-45 Cal	CGU961	Trade or Purchase
Glock	Model 21-45 Cal	CGU965	Trade
Glock	Model 21-45 Cal	CGU963	Trade or Purchase
Glock	Model 21-45 Cal	CGU962	Trade or Purchase

<b>Make</b>	<b>Model/Caliber</b>	<b>Serial Number</b>	<b>Status</b>
Glock	Model 21-45 Cal	APC813	Trade or Purchase
Glock	Model 21-45 Cal	CWK267	Trade or Purchase
Glock	Model 21-45 Cal	CWK268	Trade or Purchase
Glock	Model 21-45 Cal	CWK269	Trade or Purchase
Glock	Model 21-45 Cal	DMM299	Trade or Purchase
Glock	Model 21-45 Cal	DMM799	Trade or Purchase
Glock	Model 21-45 Cal	DMM800	Trade or Purchase
Glock	Model 21-45 Cal	DMM801	Trade or Purchase
Glock	Model 21-45 Cal	EDD915	Trade or Purchase
Glock	Model 21-45 Cal	EDD916	Trade or Purchase
Glock	Model 21-45 Cal	EDD917	Trade
Glock	Model 21-45 Cal	EVA882	Trade or Purchase
Glock	Model 21-45 Cal	EVA883	Trade or Purchase
Glock	Model 21-45 Cal	GHT976	Trade or Purchase
Glock	Model 21-45 Cal	GHT977	Trade or Purchase
Glock	Model 21-45 Cal	GHT978	Trade or Purchase
Glock	Model 21-45 Cal	GHT979	Trade or Purchase
Glock	Model 21-45 Cal	GHT980	Trade or Purchase
Glock	Model 21-45 Cal	GHT981	Trade or Purchase
Glock	Model 21-45 Cal	GKW652	Trade or Purchase
Glock	Model 21-45 Cal	GKW653	Trade or Purchase
Glock	Model 21-45 Cal	GKW654	Trade or Purchase
Glock	Model 21-45 Cal	GKW655	Trade or Purchase
Glock	Model 21-45 Cal	GKW656	Trade or Purchase
Glock	Model 21-45 Cal	HYM871	Trade or Purchase
Glock	Model 21-45 Cal	HYM872	Trade or Purchase
Glock	Model 21-45 Cal	HYM873	Trade
Glock	Model 21-45 Cal	KHR698	Trade
Glock	Model 21-45 Cal	KHR699	Trade or Purchase
Glock	Model 21-45 Cal	SAU246	Trade or Purchase
Glock	Model 21-45 Cal	SAU247	Trade
Glock	Model 21-45 Cal	SAU248	Trade or Purchase
Glock	Model 21-45 Cal	SAU249	Trade or Purchase
Glock	Model 21-45 Cal	SAU250	Trade or Purchase
Glock	Model 21-45 Cal	VGA894	Trade or Purchase
Glock	Model 21-45 Cal	VGA931	Trade or Purchase
Glock	Model 21-45 Cal	VGA933	Trade
Glock	Model 21-45 Cal	VGA934	Trade or Purchase
Glock	Model 21-45 Cal	VGA935	Trade
Glock	Model 21-45 Cal	VGA936	Trade or Purchase
Glock	Model 21-45 Cal	VGA937	Trade or Purchase
Glock	Model 21-45 Cal	VGA938	Trade or Purchase
Glock	Model 21S-45 Cal	KYU159	Trade
Glock	Model 21S-45 Cal	LSF851	Trade or Purchase
Glock	Model 21S-45 Cal	LSF852	Trade or Purchase

<b>Make</b>	<b>Model/Caliber</b>	<b>Serial Number</b>	<b>Status</b>
Glock	Model 21S-45 Cal	NPM894	Trade or Purchase
Glock	Model 21S-45 Cal	NPM895	Trade or Purchase
Glock	Model 21S-45 Cal	NPM896	Trade or Purchase
Glock	Model 21S-45 Cal	NPM897	Trade or Purchase
Glock	Model 21S-45 Cal	NTE332	Trade
Glock	Model 21S-45 Cal	NTE334	Trade
Glock	Model 21S-45 Cal	NTE335	Trade or Purchase
Glock	Model 21S-45 Cal	NTE333	Trade or Purchase
Glock	Model 21S-45 Cal	TSD995	Trade or Purchase
Glock	Model 21S-45 Cal	TSD996	Trade or Purchase
Glock	Model 21S-45 Cal	TSD997	Trade or Purchase
Glock	Model 21S-45 Cal	TSD998	Trade or Purchase
Glock	Model 21S-45 Cal	XHL080	Trade or Purchase
Glock	Model 21S-45 Cal	XHL081	Trade
Glock	Model 21S-45 Cal	XHL082	Trade or Purchase
Glock	Model 21S-45 Cal	XHL083	Trade or Purchase
Glock	Model 21S-45 Cal	XHL084	Trade or Purchase
Glock	Model 21S-45 Cal	XHL085	Trade or Purchase
Glock	Model 21S-45 Cal	XHL086	Trade or Purchase
Glock	Model 21S-45 Cal	XHL087	Trade or Purchase
Glock	Model 21S-45 Cal	XHL088	Trade or Purchase
Glock	Model 21S-45 Cal	XHL089	Trade or Purchase
<b>Total:</b>			<b>113</b>

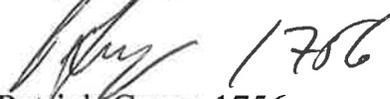
<b>Make</b>	<b>Model/Caliber</b>	<b>Serial Number</b>	<b>Status</b>
Glock	Model 30-45 Cal	CFM816	Trade
Glock	Model 30-45 Cal	CFM817	Trade
<b>Total:</b>			<b>2</b>

<b>Make</b>	<b>Model/Caliber</b>	<b>Serial Number</b>	<b>Status</b>
Glock	Model 36-45 Cal	HXH884	Trade
Glock	Model 36-45 Cal	NKX941	Trade
Glock	Model 36-45 Cal	NKX942	Trade
Glock	Model 36-45 Cal	NKX943	Trade
Glock	Model 36-45 Cal	NKX945	Trade
<b>Total:</b>			<b>5</b>

<b>Make</b>	<b>Model/Caliber</b>	<b>Serial Number</b>	<b>Status</b>
Glock	Model 19-9 mm	WV765	Trade
Glock	Model 19-9 mm	WV767	Trade
Glock	Model 19-9 mm	WV768	Trade
Glock	Model 19-9 mm	AGD156	Trade
Glock	Model 19-9 mm	KDG397	Trade
<b>Total:</b>			<b>5</b>

<b>Make</b>	<b>Model/Caliber</b>	<b>Serial Number</b>	<b>Status</b>
Glock	Model 26-9 mm	BTP990	Trade
	<b>Total:</b>	<b>1</b>	

Respectfully Submitted,

  
Patrick Guyer 1756

Quartermaster  
Administrative Division

 11/31/06



City of  
**Salisbury**  
Jacob R. Day, Mayor

**To:** Mayor and City Council  
**From:** Jennifer Miller  
Asst. Director of Internal Services – Procurement & Parking Division  
**Date:** November 28, 2016  
**Subject:** Declaration of Surplus  
Salisbury Public Works – John Deere Gator

The City of Salisbury Internal Services Department – Procurement Division received a request from the Salisbury Public Works Department to declare a John Deere Gator 4x2 as surplus. This equipment was inadvertently damaged by Ulliman Schutte Construction (USC) while performing duties at the WWTP. The damage was extensive, rendering the item unusable and unsellable. In full satisfaction of this claim, USC will purchase a new John Deere Gator for the WWTP.

Upon declaration of surplus, and as approved by the Council, the aforementioned equipment will be released to Atlantic Tractor for disposal.

Thank you,

Jennifer Miller  
Assistant Director of Internal Services – Procurement and Parking



City of  
**Salisbury**  
Jacob R. Day, Mayor

To: Jennifer Miller, Assistant Director of Internal Services – Procurement & Parking  
From: Michael S. Moulds, P.E., Director of Public Works  
Date: November 18, 2016  
Re: Surplus Vehicle – John Deere Gator

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Salisbury Public Works is recommending that the City declare the John Deere Gator 4x2 MY2010 (MO4X2XD051303) as surplus. The Gator was used at the Wastewater Treatment Plant. The Gator was damaged beyond repair due to an accident caused by Ulliman Schutte Construction, LLC. The Gator is unusable and unsellable, and is being replaced in kind by Ulliman Schutte.

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

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



City of  
**Salisbury**  
Jacob R. Day, Mayor

**TO:** Mayor and City Council  
**FROM:** Jennifer Miller  
Asst. Director of Internal Services – Procurement & Parking  
**DATE:** November 28, 2016  
**SUBJECT:** Change Order #3  
Contract 107-15 WWTP BNR/ENR Upgrade

Per Resolution 2506, which is specific to Contract 107-15, change orders in the amount of \$50,000 to \$100,000 are authorized to be approved by the Mayor. Once approved, the City Council shall be notified in writing within two business days following the approval of the Change Order. Lastly, all Change Orders shall be placed on the agenda of the next legislative meeting.

The City of Salisbury Internal Services Department, Procurement Division, received a request from the Salisbury Public Works Department on November 14 to review and process Change Order #3 for Contract 107-15 WWTP BNR/ENR Upgrade (BNR = Biological Nutrient Removal/ ENR = Enriched Nutrient Removal). This Change Order increases the contract cost by \$80,841.00 to address sixteen miscellaneous items. The total net change to the contract is an increase of \$118,003.79. A synopsis of the work specified in Change Order #3 is included in the attached departmental memo.

Change Order #3 was approved on November 14, 2016, by Mayor Jacob R. Day, and notification of the approval was sent to the Administrative Office on November 16, 2016 requesting that such be forwarded to the City Council. The inclusion of this Change Order at tonight's legislative meeting is informational in nature, with no further approval required, and will serve to fulfill the requirement of Public Notification as defined in Resolution 2506.

Sincerely,

Jennifer Miller

Assistant Director of Internal Services – Procurement and Parking



City of  
**Salisbury**  
Jacob R. Day, Mayor

To: Jennifer L. Miller, Assistant Director of Internal Services – Procurement  
From: Michael S. Moulds, P.E., Director of Public Works *MSM*  
Date: November 14, 2016  
Re: Contract 107-15 WWTP BNR/ENR Upgrade – Change Order No. 3

Change Order No. 3 for Contract 107-15, the WWTP BNR/ENR Upgrade, is enclosed for review. The change order addresses sixteen miscellaneous items throughout the WWTP, as summarized below.

PCO #	Description	Amount
14	Add one 8-inch Sludge Plug Valve on the Sludge Tank	\$4,117.00
15	Install an additional drain line at Tertiary Filter	\$3,225.00
23	Modifications to insulation and drywall on electrical room in the Pre-Engineered Metal Building at the UV Building	\$14,801.00
24	Demolish unforeseen existing concrete to allow for placement of Rotary Drum Thickener structure foundation	\$8,824.00
25	Credit for Control Building modifications to relocate operator room in lieu of modifying existing room	\$(7,973.00)
27	Credit for Oxygen Transfer Efficiency Testing	\$(3,450.00)
28	Install new Ductbank to VCP-1651 at the Solids Handling Building due to lack of existing conduits	\$16,615.00
29	Provide coating for the Aeration Basin effluent drop box	\$7,146.00
30	Install additional concrete slab for the Sludge Tank elevated walkway foundation	\$2,880.00
31	Provide masonry control joints at the Blower Building, Primary Sludge Pump Station, UV Disinfection Building and Alkalinity Feed System	\$4,071.00
32	Provide six 3-inch plug valves on the Tertiary Filter drains since the existing valves could not be relocated	\$7,345.00
33	Provide stainless steel mounting plates at four Return Activated Sludge Pump Stations	\$4,763.00
35	Upgrade Thin Client Hardware to increase operator interface terminal resolution	\$3,596.00
39	Modifications to Electrical Manholes due to condition assessment	\$5,323.00
40	Additional 42" Effluent Piping to account for discrepancy in existing site conditions	\$22,098.00
n/a	Reimbursement for GHD Inspector Overtime thru June 19, 2016	\$(12,540.00)
<b>Total – Change Order No. 3</b>		<b>\$ 80,841.00</b>

The recommendation for approval of Change Order No. 3 from GHD, the Construction Manager, is attached. The full change order proposal is referenced in the attached letter and is available for review at Public Works.

After the City's review and approval of this change order, it will be sent to the Maryland Department of the Environment (MDE) for funding agency approval. The grants and loans for the WWTP contract include 5% contingency on the construction contract. Pending approval of this change order, the net contract amount increase with all change orders to date will be \$118,003.79 or 0.24% of the total contract. Therefore, Public Works recommends funding this change order with the contingency allowance in the grants and loan. The breakdown of the change order amount by funding source shown below is an estimate and will be finalized upon MDE approval.

Please process Change Order No. 3 which results in an increase of \$80,841.00. The contract time is unchanged. The specific project accounts for this change order are as follows:

Account Number	Original Contract Amount	Revised Contract Amount (approved COs to date)	Change Order No. 3	Revised Contract Amount thru CO No. 3
Loan 97020-513026-29031	\$ 29,244,970.00	\$29,266,639.62	<b>\$47,138.39</b>	\$29,313,778.01
BNR Grant 97020-513026-29026	\$ 11,780,236.00	\$11,788,965.54	<b>\$18,989.55</b>	\$11,807,955.09
BRF/ENR Grant 97020-513026-29027	\$ 9,124,794.00	\$9,131,557.63	<b>\$14,713.06</b>	\$9,146,270.69
<b>Total</b>	<b>\$ 50,150,000.00</b>	<b>\$50,187,162.79</b>	<b>\$80,841.00</b>	<b>\$50,268,003.79</b>

Funding is available in the accounts listed above.

Per Resolution No. 2506, this change order falls under Tier 2 for change orders between \$50,000 and \$100,000. The required approvals are the Assistant Director of Internal Service, Procurement & Parking and the Mayor. Once approved, please place this on the next legislative agenda for the City Council for public informational purposes.



## MEMORANDUM

**To:** Tom Stevenson, City Administrator  
**From:** Julia Glanz, Asst. City Administrator JG  
**Subject:** Naylor Mill Park Deed Transfer  
**Date:** 11/16/16

---

Attached please find the deed that will have the effect of transferring a portion of currently owned City property in Naylor Mill Park, abutting Henry S. Parker Park, to the County.

Unless you or the Mayor have additional questions, please advance this memorandum and resolution of support to the City Council for approval.

**THIS DEED**, made this \_\_\_\_\_ day of \_\_\_\_\_, in the year Two Thousand Sixteen, by CITY OF SALISBURY, a municipal corporation of the State of Maryland.

WHEREAS, this transfer is exempt from transfer and recordation tax pursuant to the Maryland Annotated Code, Tax-Property Article, Section 12-108(a)(1)(iv).

WITNESSETH

THAT FOR AND IN CONSIDERATION of the sum of Zero Dollars (\$0.00) and Wicomico County's agreement to provide the City of Salisbury with a perpetual easement on and over Scenic Drive, a roadway which abuts the southeast side of the City's remaining property, to use Scenic Drive for ingress and egress to the City's property and for parking and access to parking on property owned by the City of Salisbury which abuts the west side of Scenic Drive, and other good, valuable and sufficient considerations, receipt of which is hereby acknowledged, the said City of Salisbury does hereby grant and convey unto WICOMICO COUNTY, MARYLAND, a body politic and corporate of the State of Maryland, its successors and assigns, the following described property:

ALL that tract or parcel of land situate, lying and being in the Salisbury Election District of Wicomico County, State of Maryland, beginning for the same at a point 399.90' from the Westerly line of Scenic Drive; thence (1) North 11 degrees 8 minutes 39 seconds East for a distance of 136.04 feet to a point; thence (2) North 18 degrees 16 minutes 17 seconds East for a distance of 271.37 feet to a point; thence (3) South 76 degrees 47 minutes 37 seconds East for a distance of 120.56 feet to a point; thence (4) North 62 degrees 19 minutes 5 seconds East for a distance of 232.13 feet to a point; thence (5) North 77 degrees 13 minutes 47 seconds East for a distance of 215.57 feet to a point on the Westerly line of Paleo Lane; thence (6) South 9 degrees 21 minutes 23 seconds West for a distance of 654.11 feet by and with the Westerly line of Paleo Lane to the northerly line of land currently owned by Wicomico County; thence (7) North 76 degrees 47 minutes 37 seconds East along the Northerly line of land currently owned by Wicomico County for a distance of 552.82 feet to the place of beginning, being shown as "Lands of the City of Salisbury to be transferred to Wicomico County at a future date 6.23 acres" on the plat entitled "Conservation Easement Survey" made by the Salisbury

LAW OFFICES  
WEBB, BURNETT,  
CORNBROOKS, WILBER,  
VORHIS, DOUSE  
& MASON, LLP  
P. O. BOX 910  
SALISBURY, MARYLAND  
AREA CODE 410  
TELEPHONE 742-3176

NO LIEN OR TITLE SEARCH HAS BEEN REQUESTED OR PERFORMED

34867-123.D 11/18/16

Department of Public Works dated September 2016 and intended to be recorded among the plat records of Wicomico County, Maryland.

AND BEING a part of the same land conveyed unto the City of Salisbury by Charles E. Hearne., Jr., et al., by deed dated July 9, 1969, and recorded among the Land Records of Wicomico County, Maryland, in Liber No. 697, Folio 108.

REFERENCE to the aforesaid deed and plat and all prior deeds to and plats of the above property is hereby made for a more definite description of the property hereby granted and conveyed, or for any other purpose, to the same extent as though herein more fully set forth.

TOGETHER WITH the buildings and improvements thereon and all the rights, ways, privileges and appurtenances to the same belonging or in anywise appertaining; SUBJECT HOWEVER, to the right of Grantor to have access to and use of the Paleo Channel, which lies beneath the property hereby conveyed, as a source of public water supply.

TO HAVE AND TO HOLD the above described property unto the said WICOMICO COUNTY, MARYLAND, a body politic and corporate of the State of Maryland, its successors and assigns, forever in fee simple.

AND the said City of Salisbury, Maryland, a body corporate as aforesaid, does hereby covenant that it will warrant specially the property hereby granted and conveyed, and that it will execute such other and further assurances of the same as may be requisite.

AS WITNESS the corporate seal of the said City of Salisbury, and the signatures of its proper officers, the day and year first above written.

ATTEST:

\_\_\_\_\_

CITY OF SALISBURY

By \_\_\_\_\_ (SEAL)  
Jacob R. Day, Mayor

WICOMICO COUNTY, MARYLAND

\_\_\_\_\_

By \_\_\_\_\_ (SEAL)  
Bob Culver, Executive

LAW OFFICES  
WEBB, BURNETT,  
CORNBROOKS, WILBER,  
VORHIS, DOUSE  
& MASON, LLP  
P. O. BOX 910  
SALISBURY, MARYLAND  
AREA CODE 410  
TELEPHONE 742-3176

NO LIEN OR TITLE SEARCH HAS BEEN REQUESTED OR PERFORMED

34867-123.D 11/18/16

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared Jacob R. Day, Mayor, of the CITY OF SALISBURY, and that he, as such Mayor, being authorized so to do, executed the foregoing deed for the purposes therein contained .

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared Bob Culver, Executive of WICOMICO COUNTY, MARYLAND, and that he, as such Executive, being authorized so to do, executed the foregoing deed for the purposes therein contained .

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

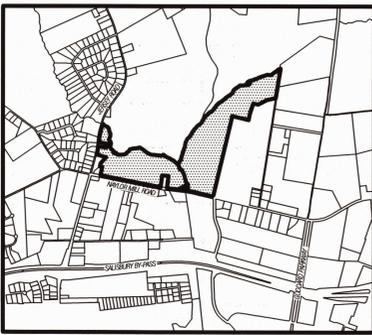
My Commission Expires: \_\_\_\_\_

I HEREBY CERTIFY that I am an attorney admitted to practice before the Court of Appeals of Maryland, and that the foregoing instrument was prepared under my supervision.

\_\_\_\_\_  
Paul D. Wilber, Esquire

LAW OFFICES  
WEBB, BURNETT,  
CORNBROOKS, WILBER,  
VORHIS, DOUSE  
& MASON, LLP  
P. O. BOX 910  
SALISBURY, MARYLAND  
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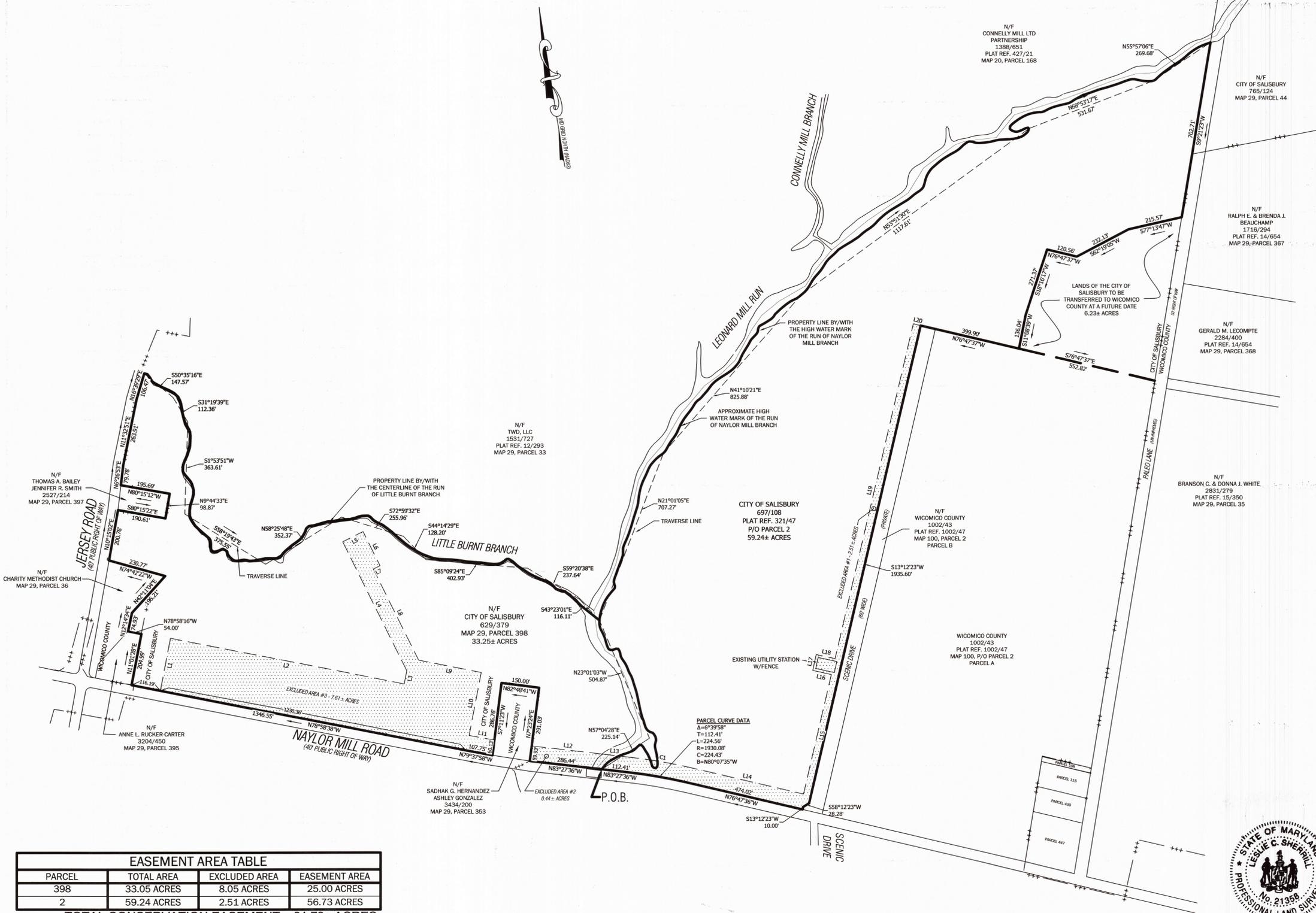
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VICINITY MAP 1" = 2,000'±

Curve Table						
CURVE	LENGTH	RADIUS	CHORD	TANGENT	DELTA	CHD. BRG.
C1	231.54	1990.08	231.41	115.90	6°40'00"	N80°07'35"W

Line Table		
Line #	Direction	Length
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L5	S63°36'10"W	90.00
L6	S26°23'50"E	150.00
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L14	N76°47'40"W	464.02
L15	N13°12'20"E	483.54
L16	S77°45'20"E	74.93
L17	S12°16'30"W	64.14
L18	N77°54'10"W	75.98
L19	N13°12'20"E	1357.72
L20	S76°47'40"E	30.00



- GENERAL NOTES
- ASSESSMENT MAP NO. 29 & 100
  - PARCEL NO. (p/o) 2 & 398
  - DEED REFERENCE: 697/108 & 629/379
  - PLAT REFERENCE: 321/47 & 1002/47
  - SALISBURY ELECTION DISTRICT
  - CITY MAP NO. 135 & 136
  - ZONED: CONSERVATION DISTRICT WITH PALEOCHANNEL & WELLHEAD PROTECTION DISTRICT OVERLAYS
  - THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A FIELD SURVEY AND IS FOR THE PURPOSE OF ESTABLISHING AREAS FOR CONSERVATION EASEMENTS ONLY.

EASEMENT AREA TABLE			
PARCEL	TOTAL AREA	EXCLUDED AREA	EASEMENT AREA
398	33.05 ACRES	8.05 ACRES	25.00 ACRES
2	59.24 ACRES	2.51 ACRES	56.73 ACRES

TOTAL CONSERVATION EASEMENT: 81.73± ACRES



PROFESSIONAL CERTIFICATION  
 I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE STATE OF MARYLAND, LICENSE NO. 21358, RENEWAL DATE: 07/17/2017.  
 LESLIE C. SHERRILL, PROF. LAND SURVEYOR  
 DATE: 9/29/16

SALISBURY DEPARTMENT OF PUBLIC WORKS  
 125 NORTH DIVISION STREET  
 SALISBURY, MARYLAND 21801  
 PHONE: 410-548-3170 FAX: 410-548-3107

**EXHIBIT A**  
**CONSERVATION EASEMENT SURVEY**  
 NAYLOR MILL ROAD & JERSEY ROAD  
 SALISBURY, MARYLAND

REVISIONS:

DATE:	SEPT. 2016
SCALE:	1" = 200'
DWN BY:	L.C.S.
PROJ. NO.:	XX-XXX
DWG. NO.:	



City of  
**Salisbury**  
Jacob R. Day, Mayor

## MEMORANDUM

**To:** Tom Stevenson, City Administrator  
**From:** Julia Glanz, Asst. City Administrator  
**Subject:** Scenic Drive Agreement and Easement  
**Date:** 11/16/16

---

Attached please find an agreement and easement, between the City and County, for City use of Scenic Drive at Henry S. Parker Complex.

Unless you or the Mayor have additional questions, please advance this memorandum and resolution of support to the City Council for approval.

*Proposed*

WICOMICO COUNTY- CITY OF SALISBURY  
SCENIC DRIVE AGREEMENT AND EASEMENT

This agreement made and executed this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Wicomico County, Maryland a body corporate and politic of the State of Maryland (hereinafter referred to as "County") and City of Salisbury, a municipal corporation of the State of Maryland (hereinafter referred to as "City"), to wit:

WHEREAS, this agreement and easement is exempt from transfer and recordation tax pursuant to the Maryland Annotated Code, *Tax-Property Article*, Section 12-108(a)(1)(iv); and

WHEREAS, the City has agreed to convey property to the County on the west side of and binding upon Paleo Lane; and

WHEREAS, the County has agreed to provide the City and the public with access to the parking facilities at the County's Henry S. Parker Athletic Complex for use while accessing the City's land on the west side of and binding upon Scenic Drive.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES and the conditions and obligations set forth herein, it is mutually agreed by and between the County and the City, as follows:

1. The portion of Scenic Drive which extends from the Northerly line of Naylor Mill Road in a Northerly direction to the end of paving adjacent to the Henry S. Parker Athletic Complex is a County road, with full access by City employees, residents and the general public. In addition the County hereby conveys to the City a perpetual easement over and across all that area now constituting the County road, Scenic Drive, for ingress and egress, to and from the property belonging to the City on the west side and binding upon Scenic Drive.
2. The County will allow parking at the Henry S. Parker Athletic Complex for City employees, residents and the general public for their use during visits to the City's property on the west side of and binding upon Scenic Drive. Should the County have a future need to deny parking to users of the said City property, the County will construct parking on the westerly portion of Scenic Drive for the use of City employees, residents, and the general public. The County shall procure all required permits and approvals for parking spaces, including, but not limited to stormwater management, sediment control and forest conservation.
3. The County shall plow and salt the road and the aforementioned future parking spaces on Scenic Drive in a similar manner as other County property.

TO HAVE AND TO HOLD the above describes easement unto City of Salisbury, Maryland, a body politic and corporate of the State of Maryland, its successors and assigns, forever, The covenants agreed to and the terms, conditions, and restrictions imposed as aforesaid shall be binding upon Grantors and

Grantees, their assigns and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Property.

AS WITNESS the due execution hereof the day and year first before written.

ATTEST:

WICOMICO COUNTY

\_\_\_\_\_

Clerk

BY: \_\_\_\_\_

Bob Culver, County Executive

CITY OF SALISBURY

\_\_\_\_\_

Clerk

BY: \_\_\_\_\_

Jacob R. Day, Mayor

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared Bob Culver, County Executive, of WICOMICO COUNTY, and that he, as such County Executive, being authorized so to do, executed the foregoing deed for the purposed therein contained.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

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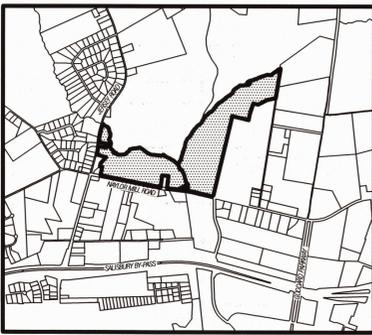
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I HEREBY CERTIFY that I am an attorney admitted to practice before the Court of Appeals of Maryland, and that the foregoing instrument was prepared under my supervision.

---

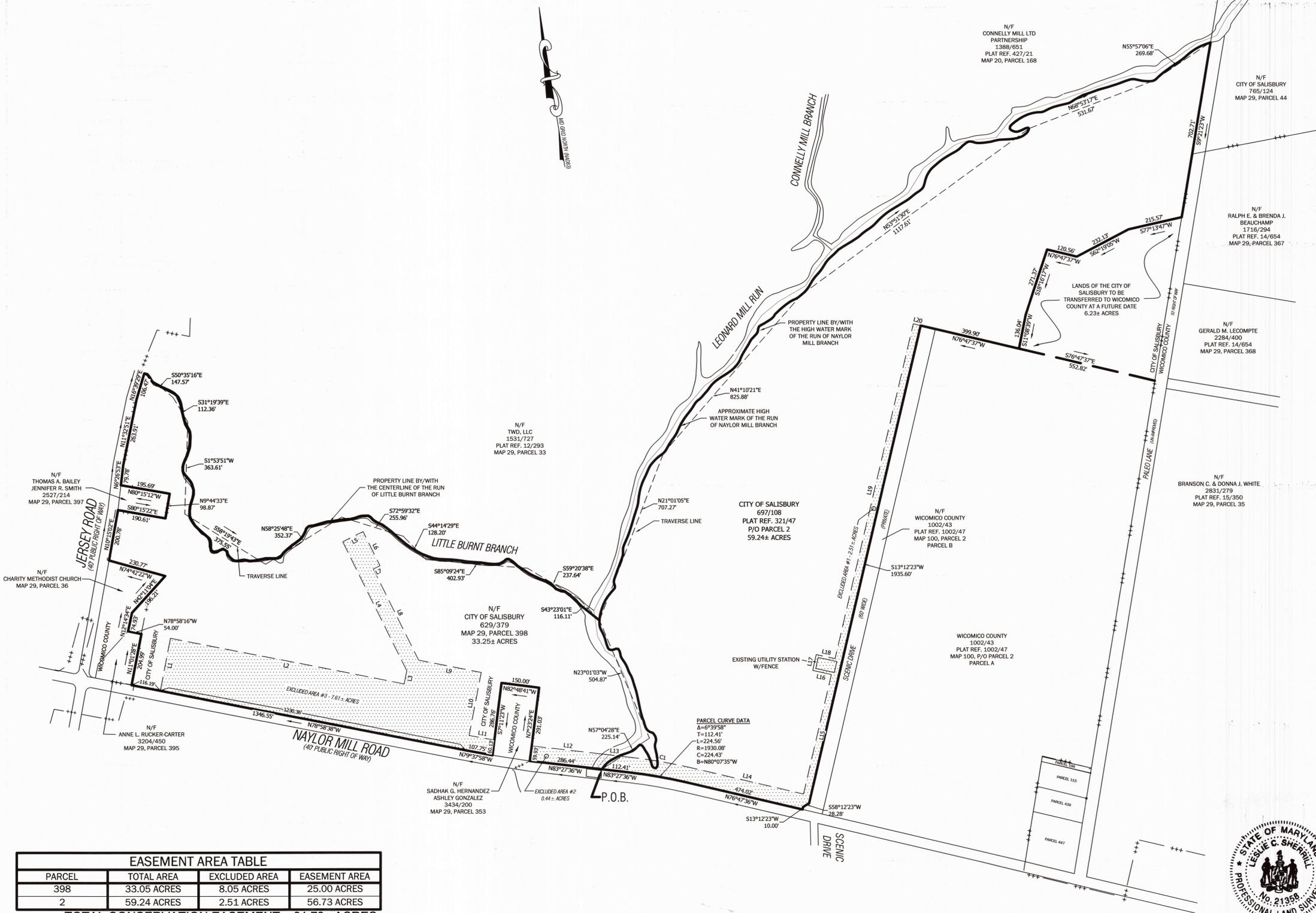
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- GENERAL NOTES
1. ASSESSMENT MAP NO. 29 & 100
  2. PARCEL NO. (p/o) 2 & 398
  3. DEED REFERENCE: 697/108 & 629/379
  4. PLAT REFERENCE: 321/47 & 1002/47
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  6. CITY MAP NO. 135 & 136
  7. ZONED: CONSERVATION DISTRICT WITH PALEOCHANNEL & WELLHEAD PROTECTION DISTRICT OVERLAYS
  8. THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A FIELD SURVEY AND IS FOR THE PURPOSE OF ESTABLISHING AREAS FOR CONSERVATION EASEMENTS ONLY.

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TOTAL CONSERVATION EASEMENT: 81.73± ACRES



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 I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE STATE OF MARYLAND, LICENSE NO. 21358, RENEWAL DATE: 07/17/2017.  
 LESLIE C. SHERRILL, PROF. LAND SURVEYOR  
 DATE: 9/29/16

SALISBURY DEPARTMENT OF PUBLIC WORKS  
 125 NORTH DIVISION STREET  
 SALISBURY, MARYLAND 21801  
 PHONE: 410-548-3170 FAX: 410-548-3107

**EXHIBIT A**  
**CONSERVATION EASEMENT SURVEY**  
 NAYLOR MILL ROAD & JERSEY ROAD  
 SALISBURY, MARYLAND

REVISIONS:  
 DATE: SEPT. 2016  
 SCALE: 1" = 200'  
 DWN BY: L.C.S.  
 PROJ. NO.: XX-XXX  
 DWG. NO.:

1 **RESOLUTION NO. 2703**

2  
3 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND CONVEYING CITY OWNED  
4 PROPERTY ON NAYLOR MILL ROAD TO WICOMICO COUNTY.

5  
6 WHEREAS, the City of Salisbury owns land on Naylor Mill Road; and

7  
8 WHEREAS, Wicomico County owns land on Naylor Mill Road known as the Henry S. Parker Athletic  
9 Complex, which abuts the property owned by the City of Salisbury; and

10  
11 WHEREAS, Wicomico County owns the property known as Scenic Drive which abuts and provides  
12 access to property owned by the City of Salisbury; and

13  
14 WHEREAS, the City of Salisbury wishes to convey a parcel of land totaling 6.23 acres to Wicomico  
15 County; and

16  
17 WHEREAS, Wicomico County has agreed to give an easement to the City of Salisbury granting access  
18 over and use of Scenic Drive; and

19  
20 WHEREAS, the City of Salisbury and Wicomico County have agreed to shared maintenance and costs for  
21 Scenic Drive and possible future parking areas.

22  
23 NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALISBURY,  
24 MARYLAND, that the City of Salisbury convey unto Wicomico County the said property which is  
25 described as follows:

26  
27 ALL that tract or parcel of land situate, lying and being in the Salisbury  
28 Election District of Wicomico County, State of Maryland, beginning for the same  
29 at a point 399.90' from the Westerly line of Scenic Drive; thence (1) North 11  
30 degrees 8 minutes 39 seconds East for a distance of 136.04 feet to a point; thence  
31 (2) North 18 degrees 16 minutes 17 seconds East for a distance of 271.37 feet to a  
32 point; thence (3) South 76 degrees 47 minutes 37 seconds East for a distance of  
33 120.56 feet to a point; thence (4) North 62 degrees 19 minutes 5 seconds East for a  
34 distance of 232.13 feet to a point; thence (5) North 77 degrees 13 minutes 47  
35 seconds East for a distance of 215.57 feet to a point on the Westerly line of Paleo  
36 Lane; thence (6) South 9 degrees 21 minutes 23 seconds West for a distance of  
37 654.11 feet by and with the Westerly line of Paleo Lane to the northerly line of  
38 land currently owned by Wicomico County; thence (7) North 76 degrees 47  
39 minutes 37 seconds East along the Northerly line of land currently owned by  
40 Wicomico County for a distance of 552.82 feet to the place of beginning, being  
41 shown as "Lands of the City of Salisbury to be transferred to Wicomico County at  
42 a future date 6.23 acres" on the plat entitled "Conservation Easement Survey"  
43 made by the Salisbury Department of Public Works dated September 2016 and  
44 intended to be recorded among the plat records of Wicomico County, Maryland.

45  
46  
47 BE IT FURTHER ENACTED AND RESOLVED that the Mayor is hereby authorized to negotiate,  
48 execute and deliver all documents on behalf of the City of Salisbury in connection with the conveyance of  
49 the Deed to Wicomico County and the execution of the Agreement and Easement with Wicomico County  
50 and to take any action which is necessary to consummate the transactions described herein.  
51

52 BE IT FURTHER ENACTED AND RESOLVED that the City of Salisbury has taken all requisite action  
53 according to the City of Salisbury Code and other governing documents to approve the conveyance of the  
54 Deed.

55  
56 AND BE IT FURTHER ENACTED AND RESOLVED that this resolution shall take effect from the date  
57 of its final passage.

58  
59 THE ABOVE RESOLUTION was introduced, read and passed at the regular meeting of the Council of  
60 the City of Salisbury held on this \_\_\_ day of \_\_\_\_\_, 2016, and is to become effective immediately  
61 upon adoption.

62  
63  
64 ATTEST

65  
66 \_\_\_\_\_  
67 Kimberly R. Nichols, City Clerk

\_\_\_\_\_

John R. Heath, President  
Salisbury City Council

68  
69  
70 Approved by me this \_\_\_ day of \_\_\_\_\_, 2016

71  
72 \_\_\_\_\_  
73 Jacob R. Day, Mayor

74  
75  
76  
77



City of  
**Salisbury**  
Jacob R. Day, Mayor

To: Thomas Stevenson, City Administrator  
From: Michael S. Moulds, P.E., Director of Public Works *MSM*  
Date: October 13, 2016  
Re: Farlow Fields Development Capacity Fee Waiver for Affordable Housing

---

Attached is a Resolution for consideration to waive the Capacity Fees associated with a proposed Farlow Fields Low Income Housing project on Beaglin Park Drive and Old Ocean City Road. The Farlow Fields development is proposed to be an Affordable Housing community. Also attached is a letter dated October 6, 2016 from the Woda Group requesting the waiver.

Farlow Fields development consists of constructing 72 housing units. At the current Capacity Fee rate of \$3,533 per EDU, the waiver equates to \$254,376. Public Works has reviewed the waiver request and found that the request meets the criteria outlined in Resolution No. 1211 for Affordable Housing.

Unless you or the Mayor has further questions, please forward this memo and the resolution to the City Council for consideration.



DEVELOPMENT  
CONSTRUCTION  
MANAGEMENT

191 Main Street, Suite 205  
Annapolis, MD 21401

Office: 410.721.7939  
Fax: 410.990.0192

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

October 6, 2016

Mr. Michael Moulds  
City of Salisbury Director of Public Works  
125 N Division Street  
Room 202  
Salisbury MD 21801

RE: Affordable Housing Project Capacity Fee waiver

Dear Mr. Moulds:

As I believe you know, we have been moving forward with the Farlow Fields Low Income Housing Tax Credit project at Beaglin Drive in the City of Salisbury ("Farlow"). Amanda Pollack in your office has directed us to send you this letter to move forward with the Resolution 1211 affordable housing waiver process in relation to the City of Salisbury Water and Sewer Capacity Fee.

Farlow meets the requirements of Resolution because it will be a project financed under a government program (the Low Income Housing Tax Credit program), and pursuant to the requirements of that program, the project's rents will be limited for at least ten years to the LIHTC rents allowable for tenants at 60% area median income or less.

Ms. Pollack has explained by email that the amount of the Capacity Fee waiver would be \$3,533 per unit. Farlow will consist of 72 units, making the projected amount of the waiver worth \$254,376.

We must submit our LIHTC application to the Maryland Department of Housing and Community Development on October 28. Please be kind enough to respond to this letter before then so we may document in our application that you have reviewed this letter, determined that Farlow is eligible under Resolution 1211, and that we have correctly stated the projected waiver amount in the paragraph above.

Thanks so much for your time in responding to our request.

Sincerely,

Kevin Bell  
Senior Vice President

Offices located in Georgia, Indiana, Kentucky, Maryland, Michigan and Ohio

**RESOLUTION NO. 2704**

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING THE CAPACITY FEE OF THE CITY’S COMPREHENSIVE CONNECTION CHARGE TO BE WAIVED FOR A DEVELOPMENT KNOWN AS FARLOW FIELDS, AN AFFORDABLE HOUSING DEVELOPMENT.

WHEREAS, the Woda Group has requested a waiver of the Capacity Fee for its development known as Farlow Fields which is located on Beaglin Park Drive and Old Ocean City Road; and

WHEREAS, the proposed development requires approximately 72 Equivalent Dwelling Units of water and sewer service; and

WHEREAS, the Woda Group has requested a Capacity Fee waiver of 72 Equivalent Dwelling Units; and

WHEREAS, the Current Capacity Fee for 72 Equivalent Dwelling Units is \$254,376.00; and

WHEREAS, one of the City’s goals is to encourage the development of affordable housing in the City of Salisbury; and

WHEREAS, the City Council approved a Capacity Fee waiver process under Resolution No. 1211 for public sponsored or affordable housing, which means any dwelling unit built or financed under a government program, regulation, or binding agreement that limits for at least ten years the price or rent charged for the unit in order to make the unit affordable to households earning less than 60% of the area median income, adjusted for family size; and

WHEREAS, the Woda Group has committed to providing affordable housing at Farlow Fields to households earning less than 60% of the area median income, adjusted for family size for at least ten (10) years.

NOW, THEREFORE, BE IT RESOLVED that the City of Salisbury, Maryland approves the waiver of 72 Equivalent Dwelling Units of Capacity Fee for the Woda Group sponsored affordable housing development known as Farlow Fields.

THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on \_\_\_\_\_, 2016 and is to become effective immediately upon adoption.

ATTEST:

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

\_\_\_\_\_  
John R. Heath, President  
Salisbury City Council

APPROVED BY ME THIS \_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Jacob R. Day, Mayor



City of  
**Salisbury**  
Jacob R. Day, Mayor

**To:** Tom Stevenson, City Administrator  
Julia Glanz, Assistant City Administrator  
**From:** Jennifer Miller  
Asst. Director of Internal Services – Procurement & Parking Division  
**Date:** November 21, 2016  
**Subject:** Resolution to sell Lydia Phillips property to State of Maryland

Attached is the Resolution to support the sale of City-owned real property, the Lydia Phillips property, to the State of Maryland. The terms of the sale remain as outlined in the prior (and final) lease agreement from December 2015, at a purchase price of \$380,000. A deed between the City and the State will be executed upon approval of the Resolution.

Unless you or the Mayor have additional questions, please advance this memorandum and Resolution to the City Council for approval.

Sincerely,

Jennifer Miller

Assistant Director of Internal Services – Procurement and Parking

**Attachments:**

- MD Board of Public Works approval
- Deed
- Legal description of property
- Survey & Map
- 2015 Lease Extension w/supporting documentation

DEPARTMENT OF GENERAL SERVICES  
ACTION AGENDA  
October 19, 2016



**REAL PROPERTY**

**REVISED**

**ITEM**            7-RP

Agency Contact: Wendy Scott-Napier  
410.767.4088  
wendy.scott-napier@maryland.gov

**DEPARTMENT OF GENERAL SERVICES**

File # 4247

**Recommendation:**    Approve purchase of property

**Property:**            Salisbury Multi-Service Center Parking Lot  
201 Baptist Street  
Salisbury, MD  
32,211 square feet of land +/-

**Grantor:**             City of Salisbury  
125 N. Division Street  
Salisbury, MD 21801

**Grantee:**             Department of General Services

**Remarks:**            Approval is requested for the purchase of property located at 201 Baptist Street, Salisbury for \$380,000.00. The property is used as a surface parking lot for visitors at the Salisbury Multi-Service Center, and contains a small portion of the Court House building. Reference is also made to item 7-RP approved by the Board of Public Works on 4/1/87, wherein approval was given for the option to purchase the property for \$380,000 beginning June 1, 1996.

**Price:**                \$380,000.00

**Fund Source:**        Salisbury District Court Multi-Service Center. Provide funds to acquire land for the Salisbury District Court/Multi-Service Center currently leased from the City of Salisbury (Wicomico County) MCCBL 2016/Item 107

**Appraised Value:**    ... The purchase price for this property was established in the Ground Lease and option to purchase the property by the Board of Public Works as item 7-RP, approved on April 1, 1987, and therefore no appraisals were obtained.

Board of Public Works Action - This Item was:

APPROVED

DISAPPROVED

DEFERRED

WITHDRAWN

WITH DISCUSSION

WITHOUT DISCUSSION

*The State, or one of its instrumentalities, is a grantee in the instrument, and as such is not required to pay Recordation Tax, Transfer Tax, Recording Fees, or the Real Property Records Improvement Fund Surcharge. See Tax-Property §12-108(a)(1), 13-207(a)(1), 13-305(h), 13-402.1(b)(2).*

Tax ID: \_\_\_\_\_

**THIS DEED**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between **THE CITY OF SALISBURY**, a municipal corporation of the State of Maryland, party of the first part, "GRANTOR"; and the **STATE OF MARYLAND**, to the use of the Board of Public Works, party of the second part, "GRANTEE".

**WITNESSETH**, that in consideration of the sum of **THREE HUNDRED EIGHTY THOUSAND and NO/100 DOLLARS (\$380,000.00)** actual consideration, the receipt of which is hereby acknowledged, the said Grantor does hereby grant, convey and assign unto the Grantee, its successors and assigns, in fee simple, all that parcel of land situate, lying and being in the City of Salisbury, Wicomico County, Maryland, and being more particularly described as follows:

**SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF**

BEING the same property conveyed to the party of the first part by Deed dated February 28, 1985, recorded in Liber 1030, folio 817 among the Land Records of Wicomico County, Maryland.

TOGETHER WITH the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said described lot of grounds and premises, unto and to the use of the said Grantee, its successors and assigns, in fee simple.

AND the Grantor hereby covenants that he has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that he will warrant specially the property hereby granted; and that he will execute such further assurance of the same as may be requisite or necessary.

WITNESS the hand and seal of said Grantor as of the date first above written.

CITY OF SALISBURY, MARYLAND

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

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

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

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, to wit:

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the subscriber a Notary Public of the State and County aforesaid, personally appeared, \_\_\_\_\_ known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Deed and acknowledged that he is the \_\_\_\_\_ of the City of Salisbury, Maryland, and that he has been duly authorized by resolution to execute the same on behalf of the City of Salisbury, that he executed this Deed for the purposes therein contained and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

**THIS IS TO CERTIFY** that the within Deed was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

---

**AFTER RECORDING, PLEASE RETURN TO:**

EXHIBIT A  
LEGAL DESCRIPTION

Beginning for the same at an iron rod found at the northwesterly corner of the lands herein described & Marked "P.O.B." on a plat entitled "Boundary Survey, Lands of the City of Salisbury, State of Maryland Multiservice Center" prepared by Hampshire, Hampshire & Andrews, Inc., dated February 19, 2015. Said point also being on the southerly line of Old Water Street, now closed by ordinance. (N 257,961.1349 E 1,714,276.1069) Thence (1) by and with the southerly line of the said closed Old Water Street, North 83 degrees 38 minutes 34 seconds East a distance of 287.93 feet to a point at the beginning of a curve. (N 257,993.0167 E 1,714,562.2683) Thence (2) with said curve to the right, having a radius of 12.00 feet and a length of 18.85 feet, a chord bearing of South 51 degrees 21 minutes 54 seconds East and a chord distance of 16.97 feet to a point on the westerly line of Poplar Hill Avenue. (N 257,982.4224 E 1,714,575.5229) Thence (3) by and with the westerly line of the said Poplar Hill Avenue, South 06 degrees 22 minutes 21 seconds East a distance of 105.50 feet to the northerly line of Calvert Street. (N 257,877.5711 E 1,714,587.2329) Thence (4) by and with the northerly line of the said Calvert Street, South 83 degrees 38 minutes 34 seconds West a distance of 299.96 feet to a point at the southeasterly corner of the lands of the State of Maryland, formerly lands of Wicomico County. (N 257,844.3574 E 1,714,289.1174) Thence (5) by and with the lands of the said State of Maryland, North 06 degrees 21 minutes 26 seconds West a distance of 117.50 feet to the place of beginning.

Containing 35,211 square feet of land, more or less.

Being all the same real estate described and conveyed in a deed from Lydia Grier Phillips unto the City of Salisbury, a municipal corporation of the State of Maryland, dated February 28, 1985, and recorded in Liber 1030, folio 817, among the Land Records of Wicomico County, Maryland.

**Hampshire, Hampshire, & Andrews, Inc.**  
Land Surveyors - Planners - Designers  
Environmental and Soil Consultants

Office Address:  
226 N. Division St.  
Salisbury, MD 21801

John W. Andrews  
Harold W. Hampshire  
Douglas H. Hampshire

Phone: (410) 742-4673  
Fax: (410) 742-2199  
Email: hhainc@comcast.net

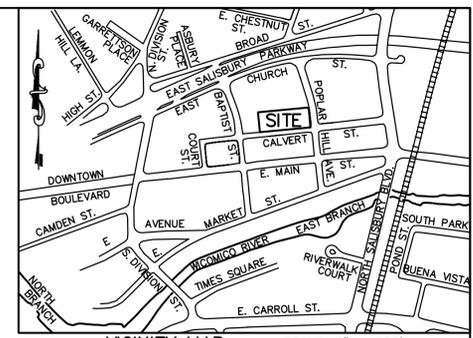
Attachment A – Map No. 107, Parcel No. 841

State of Maryland Multiservice Center – Lands of the City of Salisbury

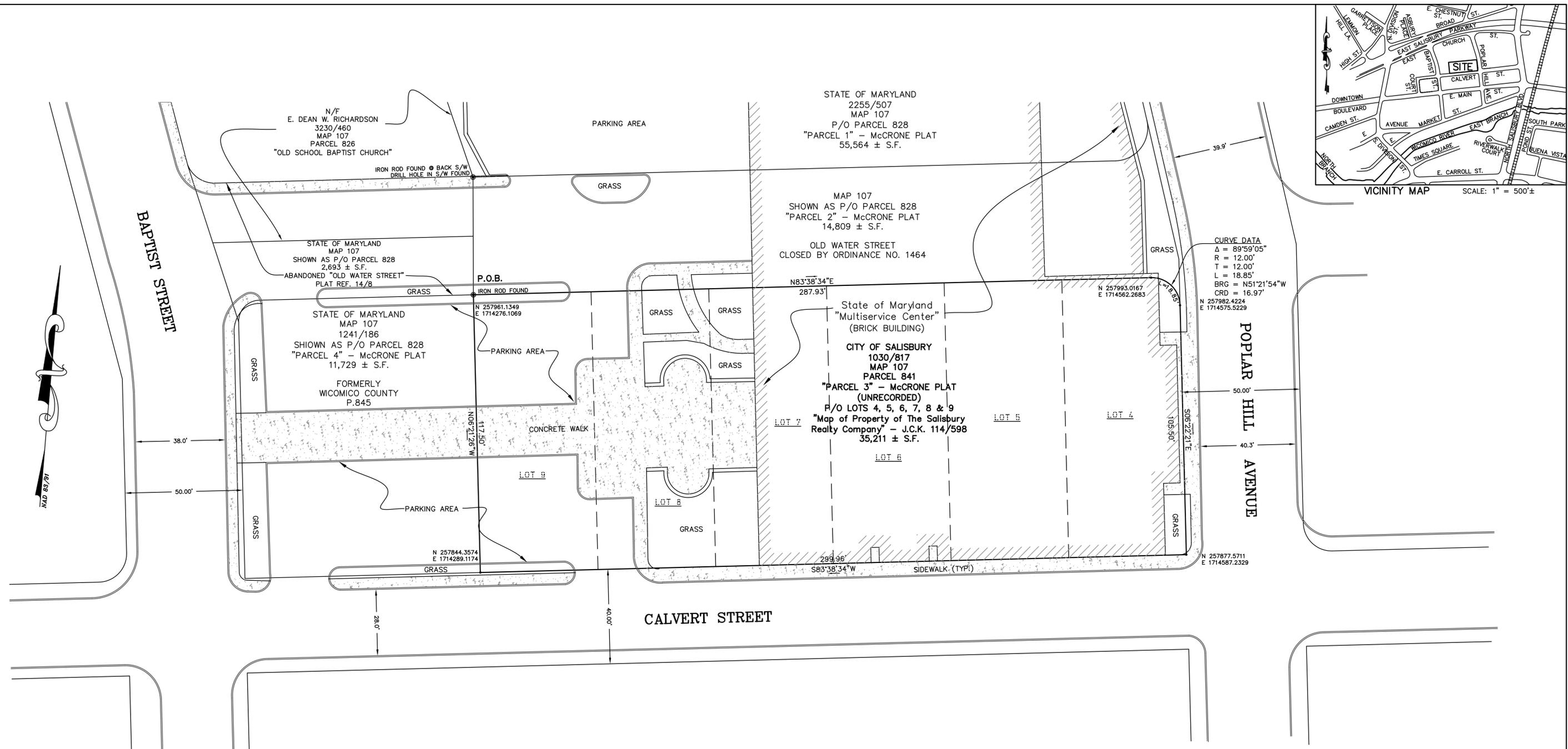
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formerly lands of Wicomico County. (N 257,844.3574 E 1,714,289.1174) Thence (5) by  
and with the lands of the said State of Maryland, North 06 degrees 21 minutes 26 seconds  
West a distance of 117.50 feet to the place of beginning.

Containing 35,211 square feet of land, more or less.



VICINITY MAP SCALE: 1" = 500'±



**CURVE DATA**  
 $\Delta = 89^{\circ}59'05''$   
 $R = 12.00'$   
 $T = 12.00'$   
 $L = 18.85'$   
 $BRG = N51^{\circ}21'54''W$   
 $CRD = 16.97'$   
 $N 257982.4224$   
 $E 1714575.5229$

STATE OF MARYLAND  
 2255/507  
 MAP 107  
 P/O PARCEL 828  
 "PARCEL 1" - McCRONE PLAT  
 55,564 ± S.F.

MAP 107  
 SHOWN AS P/O PARCEL 828  
 "PARCEL 2" - McCRONE PLAT  
 14,809 ± S.F.

OLD WATER STREET  
 CLOSED BY ORDINANCE NO. 1464

State of Maryland  
 "Multiservice Center"  
 (BRICK BUILDING)

CITY OF SALISBURY  
 1030/817  
 MAP 107  
 PARCEL 841  
 "PARCEL 3" - McCRONE PLAT  
 (UNRECORDED)  
 P/O LOTS 4, 5, 6, 7, 8 & 9  
 "Map of Property of The Salisbury  
 Realty Company" - J.C.K. 114/598  
 35,211 ± S.F.

N/F  
 E. DEAN W. RICHARDSON  
 3230/460  
 MAP 107  
 PARCEL 826  
 "OLD SCHOOL BAPTIST CHURCH"

STATE OF MARYLAND  
 MAP 107  
 SHOWN AS P/O PARCEL 828  
 2,693 ± S.F.  
 ABANDONED "OLD WATER STREET"  
 PLAT REF. 14/8

STATE OF MARYLAND  
 MAP 107  
 1241/186  
 SHOWN AS P/O PARCEL 828  
 "PARCEL 4" - McCRONE PLAT  
 11,729 ± S.F.

FORMERLY  
 WICOMICO COUNTY  
 P.845

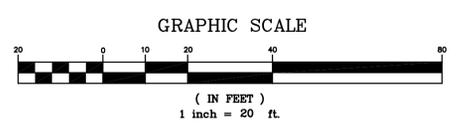


- NOTES:**
- ASSESSMENT MAP NO. 107
  - PARCEL NO. 841
  - GRID NO. 15
  - CITY MAP NO. 18
  - DEED REFERENCE: 1030/817
  - PLAT REFERENCE: J.C.K. 114/598, J.W.T.S. 321/95 AND UNRECORDED PLAT ENTITLED "SURVEY PLAT ON THE LAND OF THE CITY OF SALISBURY & WICOMICO COUNTY & THE STATE OF MARYLAND", PREPARED BY McCRONE, DATED APRIL 1989
  - NO TITLE REPORT HAS BEEN FURNISHED BY THE CLIENT AT THIS TIME. THIS SURVEY IS SUBJECT TO ANY ENCUMBRANCES, RESTRICTIONS, EASEMENTS AND/OR RIGHTS OF WAY THAT A THOROUGH TITLE SEARCH MAY REVEAL.
  - BY GRAPHICS PLOTTING ONLY, THIS SITE IS LOCATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL NUMBER 240080 0002 B, DATED SEPTEMBER 28, 1984, AND LOCATED IN ZONE A3 (B.F.E. 6.0) AND ZONE C.

"I/WE CERTIFY THAT THE REQUIREMENTS OF REAL PROPERTY, SECTION 3-108 OF THE ANNOTATED CODE OF MARYLAND LATEST EDITION, AS FAR AS IT CONCERNS THE MAKING OF THIS PLAT AND THE SETTING OF MARKERS HAVE BEEN COMPLIED WITH, TO THE BEST OF OUR KNOWLEDGE."

STATE OF MARYLAND

HAMPSHIRE, HAMPSHIRE & ANDREWS, INC.  
 REG. PROF. LAND SURVEYORS  
 LIC. RENEWAL DATE: 02/06/2017



JOB NO. 11840			
DRAWN BY: L.C.S.	DATE: 02/19/2015		
COMPUTED BY: L.C.S.	DATE: 02/19/2015		
CHECKED BY:	DATE:		
REVISED			
NO.	DATE	DESCRIPTION	BY

**STATE OF MARYLAND  
 MULTISERVICE  
 CENTER**

**HAMPSHIRE, HAMPSHIRE  
 & ANDREWS, INC.**  
 MARYLAND REGISTERED LAND SURVEYORS  
 226 NORTH DIVISION STREET  
 SALISBURY, MARYLAND  
 OFFICE - (410) 742-4673  
 FAX - (410) 742-2199  
 email - hhainc@comcast.net

**BOUNDARY SURVEY**  
 LANDS OF THE CITY OF SALISBURY  
 CALVERT STREET & POPLAR HILL AVENUE  
 PARSONS ELECTION DISTRICT  
 WICOMICO COUNTY, MD.  
 CITY OF SALISBURY

SCALE: 1" = 20'  
 FILE: \11840\CityProperty.DWG

DATE:  
 02/19/2015  
 SHEET NO.  
 1 of 1

**2015 LEASE EXTENSION**  
**(State of Maryland Multiservice Center  
201 Baptist Street  
Salisbury, MD)**

THIS LEASE AMENDMENT, entered into this 16th day of December 2015, amends the current agreement in force between the parties identified below with regard to the Premises identified as **Exhibit A (Lydia Phillips property)** under an October 31, 1984 agreement titled, "AGREEMENT BETWEEN CITY OF SALISBURY AND STATE OF MARYLAND CONCERNING PARKING FOR PROPOSED SALISBURY MULTISERVICE CENTER."

WHEREAS, A SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF SALISBURY AND THE STATE OF MARYLAND CONCERNING PARKING FOR THE PROPOSED SALISBURY MULTISERVICE CENTER, was entered into on April 1, 1987 between the CITY OF SALISBURY (the "City") and the STATE OF MARYLAND (the "State"), which amended the original agreement between the parties dated, October 31, 1984, which was first amended by an addendum also dated, October 31, 1984; and

WHEREAS, the Second Amendment to the Agreement Between the City of Salisbury and the State of Maryland, dated April 1, 1987 ("Agreement"), expired on or about April 30, 2014; and

WHEREAS, the parties extended the lease agreement for the Premises until June 30, 2015 under the same payment and purchase terms contained in the Agreement, except as detailed in a Lease Extension signed by the parties dated the 29th day of October, 2014; and

WHEREAS, the parties desire to extend the lease agreement for the Premises again as outlined below.

NOW THEREFORE, the City and the State agree to the following terms and conditions:

1. Six Thousand Dollars (\$6,000.00) annual rent due at the start of the 2016 fiscal year (July 1, 2015) has been paid on October 12, 2015, by the State to the City for lease of the Premises and rent after June 30, 2016 shall continue to be paid at the rate of \$500.00 per month until December 31, 2016 or until the State purchases the Premises before that date for \$380,000.00. If the State does not complete the purchase of the Premises by December 31, 2016, then the parties shall renegotiate the terms of any further extensions of the lease of the Premises and monthly rental payments beginning January 1, 2017 shall be \$1,000.00 per month until the purchase of the Premises is completed by the State or the parties agree in writing on new lease terms and a purchase price.
2. The State shall continue to be solely responsible for all maintenance and utilities connected with any existing and future improvements made on the Premises.

3. One half of any lease payments made in the past shall not be subtracted from the purchase price as detailed under Section 6 of the Agreement.

ATTEST:

By: Kimberly R. Nichols  
Kimberly R. Nichols, City Clerk

CITY OF SALISBURY, MARYLAND

By: Jacob R. Day  
Jacob R. Day, Mayor

WITNESS:

Marie Sturhoff

DEPARTMENT OF GENERAL SERVICES:

By: C. Gail Bassette  
C. Gail Bassette, Secretary

Approved as to form and legal  
sufficiency this 29<sup>th</sup> day of  
April, 2016.

By: William G. ...  
Assistant Attorney General  
Department of General Services

Approved as to form and legal  
sufficiency this 25 day of  
April, 2016.

By: Mark Tilghman  
Mark Tilghman, City Solicitor  
City of Salisbury

Execution of the above lease is hereby authorized and approved by the Board of Public Works at  
a meeting held December 16, 2015.

Randy A. ...  
Director, Office of Real Estate

**DGS** Office of Real Estate

TO: C. Gail Bassette, Secretary

FROM: Kimberly Rennie   
Land Acquisition and Disposal

THROUGH: Wendy Scott-Napier, Assistant Secretary   
Office of Real Estate

RE: Lease Execution  
City of Salisbury  
Annapolis

DATE: May 5, 2016

Attached for your signature please find two (2) copies of the Lease Agreement between the State of Maryland and City of Salisbury which provides parking for visitors at the Salisbury Multi-Service Center. This agreement extended the term of the lease for an additional one (1) year period and was approved by the Board of Public Works on December 16, 2015 as Item 21-LT-MOD, copy attached.

Thank you for your attention to this matter. If you have any questions or comments, please let us know.

Attachments



DEPARTMENT OF GENERAL SERVICES  
ACTION AGENDA

TENANT LEASE

ITEM 21-LT-MOD (cont'd)

Remarks

1. The City of Salisbury approved this lease extension on October 6, 2015.
2. These spaces are to be used by State of Maryland employees.
3. The number of spaces is on a 1:2 ratio established for this area.
4. There is no termination for convenience for this lease.

---

Board of Public Works Action - The above referenced Item was:

APPROVED

DISAPPROVED

DEFERRED

WITHDRAWN

WITH DISCUSSION

WITHOUT DISCUSSION



28 reference as surplus in a prior Resolution No. 267, dated December 26, 1984, in connection with  
29 the sale of real property where the Maryland Multiservice Center was constructed, and which  
30 required as part of the agreements between the parties for the City to acquire what is known as  
31 the Lydia Phillips Property in order for parking to be provided for use by the State and public at  
32 the Maryland Multiservice Center; and

33 WHEREAS, the SC16-3.A.(9)A. lists an exception to competitive bidding procedures  
34 for contracts in which the City receives a contract price negotiated by the State; and

35 WHEREAS, the City is satisfied that the Lydia Phillips Property was sufficiently  
36 identified and described in past agreements and in Resolution No. 267 that was passed by the  
37 City and the intent was for the City to also declare the Lydia Phillips Property as surplus, as it  
38 was to be a part of the entire real property area sold, or to be sold, to the State for purposes of  
39 constructing the Maryland Multiservice Center and attached parking lot; and

40 WHEREAS, the Department of Internal Services-Procurement concurs with the Lydia  
41 Phillips Property being deemed as surplus property and being excepted from the public bidding  
42 process and sold for the contract price negotiated by the State; and

43 WHEREAS, the attached contract for sale of the Lydia Phillips Property and the attached  
44 Deed for the property have been approved to complete the sale and transfer of the property and  
45 that the Mayor and appropriate Director of Internal Services-Procurement personnel are  
46 authorized to sign the necessary documents on behalf of the City to complete sale and transfer of  
47 the property to the State.

48 NOW, THEREFORE, BE IT RESOLVED that the City Council of Salisbury deems it to  
49 be in the best interest of the citizens of Salisbury to sell the property known as the Lydia Phillips  
50 Property to the State of Maryland in order for its continued use as a parking lot for the Maryland

51 Multiservice Center for the negotiated amount of \$380,000.00.

52 This Resolution was introduced and duly passed at a meeting of the Council of the City  
53 of Salisbury, Maryland, held on November \_\_\_\_\_, 2016, and is to become effective immediately.

54 ATTEST:

55 \_\_\_\_\_  
56 Kimberly R. Nichols

\_\_\_\_\_   
John R. Heath, President  
Salisbury City Council

57  
58  
59 APPROVED BY ME THIS

60  
61 \_\_\_\_\_ day of November, 2016

62  
63  
64  
65 \_\_\_\_\_  
66 Jacob R Day, Mayor  
67 MAYOR

68

---

INTER

OFFICE

# MEMO

---

## *OFFICE OF THE MAYOR*

**To:** City Council  
**From:** Tom Stevenson, City Administrator  
**Subject:** Radio Communications Agreement  
**Date:** November 23, 2016

---

Attached please find an ordinance that will have the effect of amending the budget to supply funds for a partnership with Wicomico County in their new Radio Communications Agreement with Motorola. Funding for the Motorola contract is required in the amount of \$1,432,838.13. The attached amendment transfers \$500,000 in salary savings due to unexpected vacancies and \$425,448.13 from surplus. The remainder of \$507,390 will be funded by reallocation of existing bond proceeds, however several months may be required for bond counsel to complete this task, so the attached ordinance temporary authorizes the transfer of \$507,390 using surplus so the contract can be awarded timely. This transfer will be reversed when the legislation is brought to reallocate the bond proceeds.

### Funding Summary:

Budget Amendment	500,000.00
Reallocation of Bond Proceeds	507,390
Surplus	425,448.13
<b>Total</b>	<b>1,432,838.13</b>

Feel free to contact me with any questions or concerns.

Attachment:

# CITY OF SALISBURY, MARYLAND

## RADIO COMMUNICATIONS SYSTEM REPLACEMENT

### EXECUTIVE OVERVIEW



**MOTOROLA SOLUTIONS**

# AGING MISSION CRITICAL INFRASTRUCTURE

The City of Salisbury, Maryland (City) and its Police Department are quickly approaching the need to upgrade their current voice radio communications system to a new "standards-based" APCO Project 25 (P25) architecture. Over the years the City has made strategic investments in their legacy system to augment its capabilities, increase performance and sustain operability. This network was originally contracted between the City and Motorola in 1996. For over 20 years, this integrated asset has provided the City and its Police Department with a reliable, mission-critical voice communications network for first responders. This deployment has further empowered the City to maintain day-to-day police operations while simultaneously protecting sworn officers, civilians and volunteers.

Now, due to the age and primary technology of the system, key components are scheduled to become unavailable beginning in 2018. Additionally, many surrounding partners including Wicomico County and the State of Maryland are implementing P25 systems. To maintain the highest level of interoperability, the City of Salisbury also needs to upgrade their current technology.



## PLANNING AND SAVINGS

In early 2015, Motorola presented the City with two options to accomplish the system upgrade; build their own stand alone system or join the new Wicomico County system being planned at the time. Subsequently, a communications consultant was hired to perform a needs analysis and to develop options for accomplishing the upgrade.

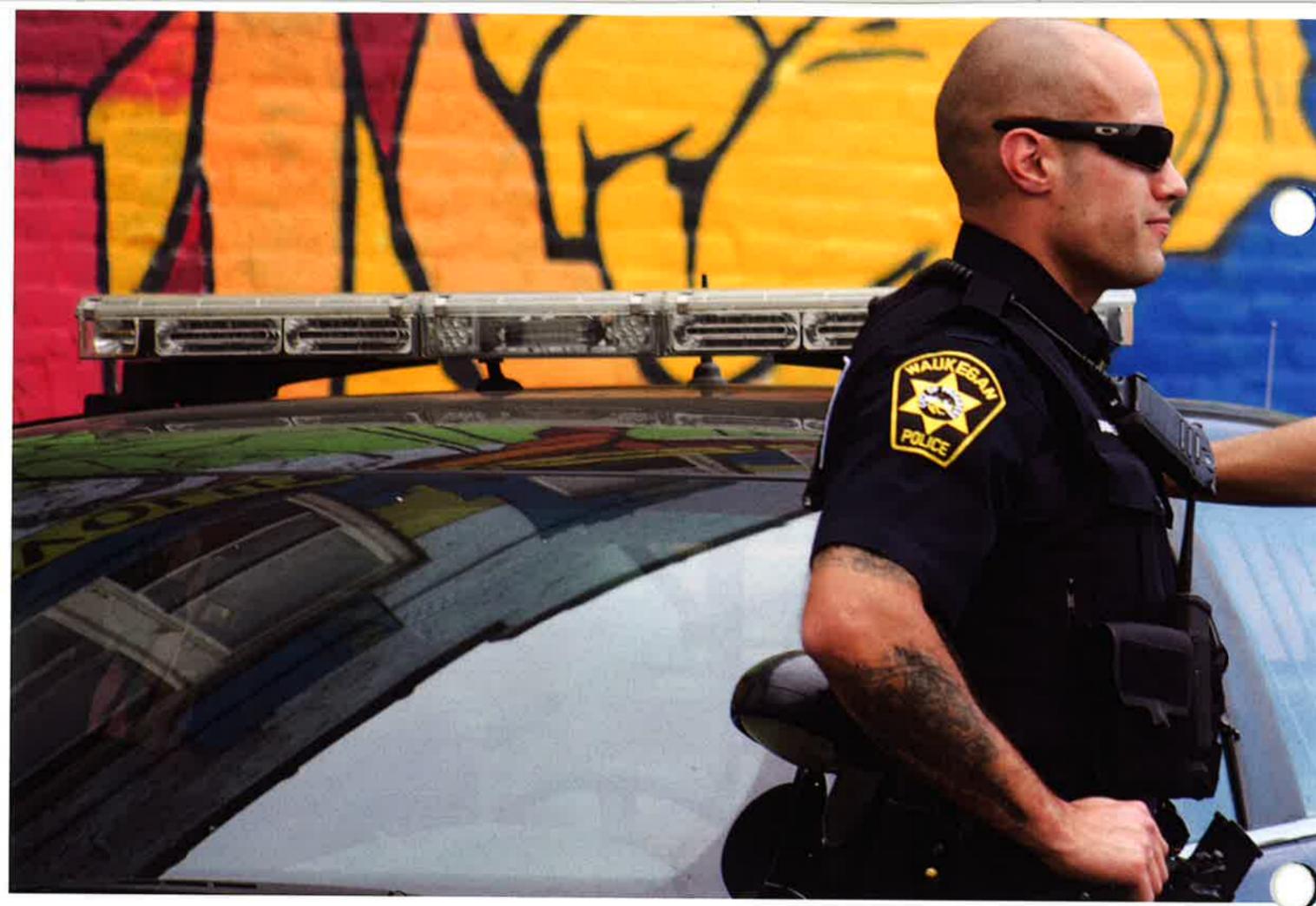
In June of 2016, Wicomico County contracted with Motorola to build its new P25 Public Safety Radio System. The system will be very robust and include eight simulcasted transmitter sites throughout the County. Four of these sites will serve the Salisbury area providing a very high level of in-building radio coverage for First Responders. The system is also equipped with many features for both voice and data. The option to encrypt voice communications for sensitive Salisbury Police operations is also available.

This presented the City with the option of having the County infrastructure become the basis for accomplishing a replacement of the current radio system. The City will realize a large savings in both Capital costs and on-going operational expense as compared to building and maintaining their own infrastructure.

Wicomico County issued a competitively bid RFP for their new system. Motorola was the successful bidder and the contract was awarded to Motorola for \$12.4M. Motorola is extending the same discount levels on equipment and services to the City that were offered to Wicomico County on this large project.

This proposal and associated costs are based on the City contracting with Motorola by mid-November 2016 and Motorola shipping equipment to the field in December of 2016. This timing coincides with the current plan for Wicomico County and allows Motorola to pass along the savings associated with a unified deployment and sharing of system integration resources. If the City is not able to contract with Motorola in November 2016, then Motorola will need to submit a new proposal based on a completely standalone deployment resulting in an increased cost to the City.





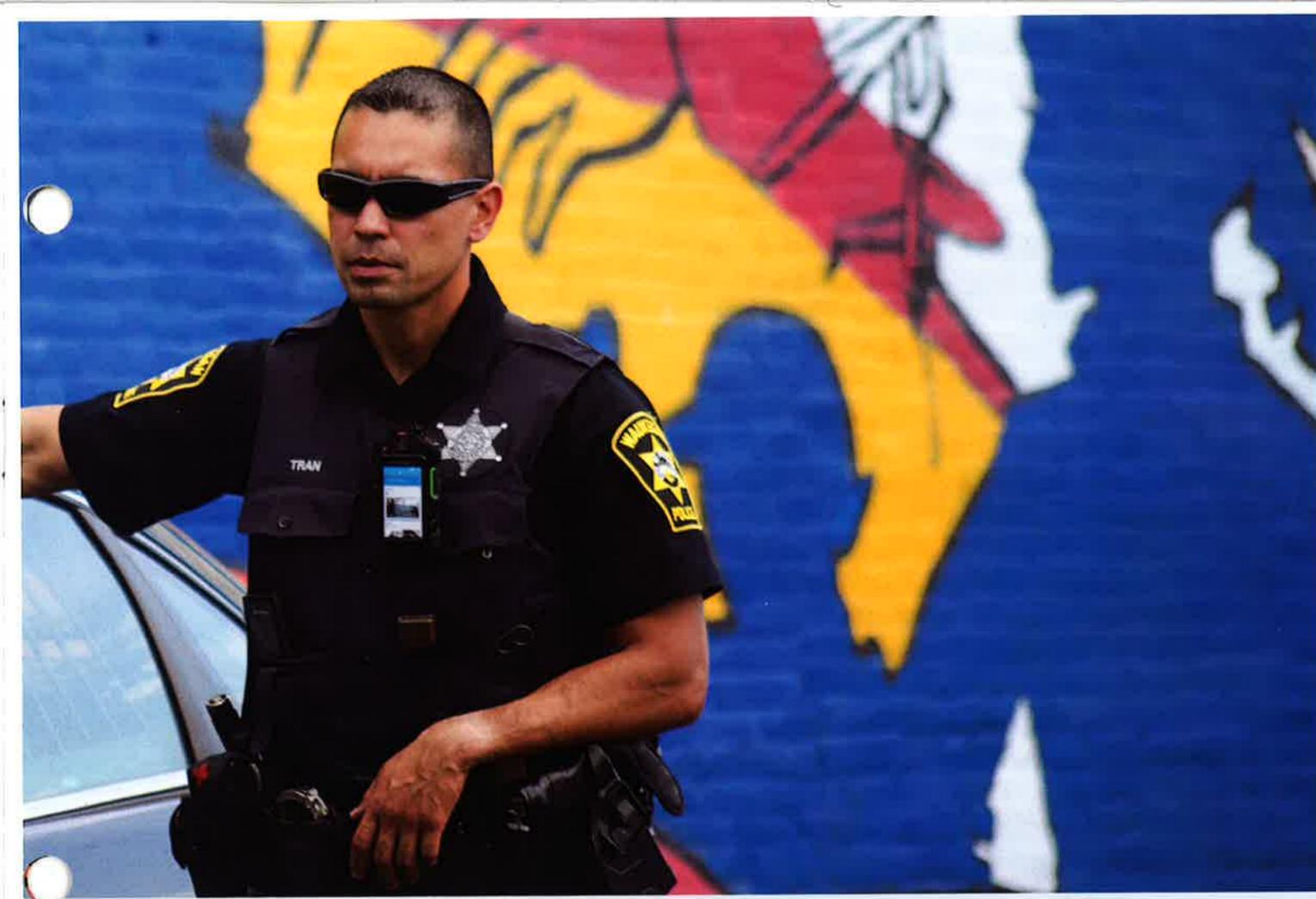
## SALISBURY POLICE DEPARTMENT

Motorola has included new IP based Dispatch Consoles for Salisbury PD. The consoles have many features which will assist Salisbury PD in daily law enforcement operations. For example, if an officer is in trouble, they can press an emergency button on their radio and an automatic emergency alert appears to the dispatcher. Using integrated GPS on the officer's radio, his or her location can be sent to the console operator who can take appropriate measures.

If desired, Wicomico County 911 and Salisbury PD could act as backup dispatch centers for each other based on the new system design.

Motorola has included the software upgrades for the existing Salisbury PD radios that were purchased a few years ago. As a result, Salisbury Police will have direct interoperability on their radios with Wicomico County Sheriff, MD State Police and many other State and Federal agencies, Delaware State Police, Fruitland Police and Delmar Police agencies

Backup up radio consolettes are also included in the unlikely event that the console operation is interrupted. This ensures that the dispatcher can continue to communicate with officers in the field over the radio network.

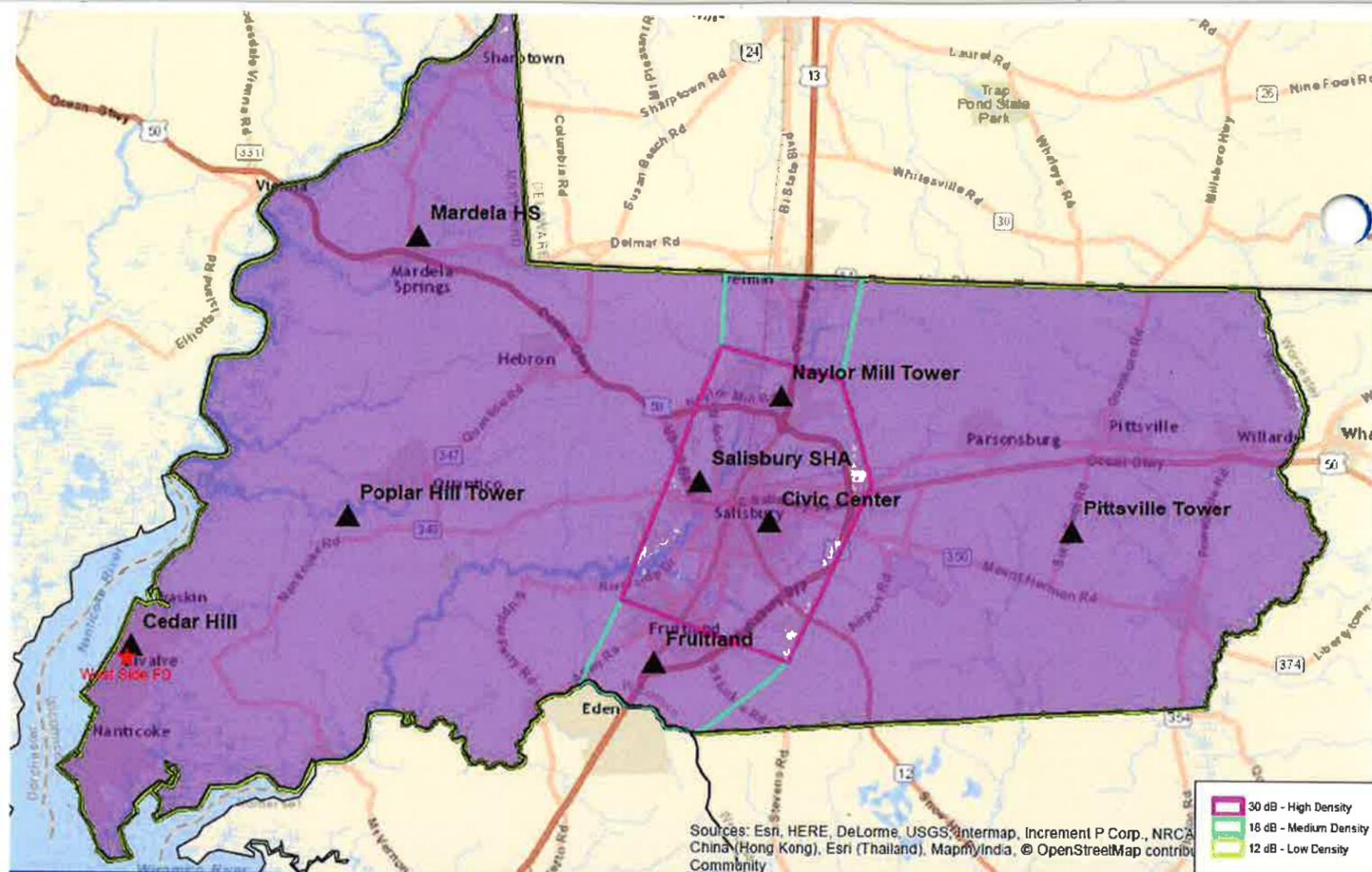


## ADDITIONAL CHANNELS

Motorola designed the County infrastructure to accommodate the City of Salisbury. The City will be adding two channels to the Wicomico County radio sites. The combined system will be a 10 Channel (18 Talkpath) system. The City will have access to all channels which will more than triple the capacity of the current City system.

“ The coverage provided greatly exceeded our contract requirements; the Sheriff's Office has the capacity and features it needs for everyday operations and special operations such as SWAT calls and working the racetrack; volunteers were able to use their existing portable radio to the end of their useful life... ”

— DALE WAGONER, Henry County Deputy Administrator



**After working with the Motorola Site Development team, we were quickly convinced that to protect the integrity of the system and build a top-notch communication system, it would be in our best interest to do a turnkey acquisition.**

**As a result, we have enjoyed two years of seamless coverage, no lightning strikes, and no power issues. I would highly recommend this approach to anyone buying a Motorola System.**

**D. TERRY HALL**  
**Director of Communications, York County, VA**

## PUBLIC SAFETY RADIO COVERAGE

Coverage is the most important component for a public safety radio system. Today, the City operates a single radio site which provides coverage to all of Salisbury. Today, the current system lacks adequate in-building and on-street coverage in many areas of the City.

The County radio system was designed with a very high level of radio coverage to portable users operating in-buildings. There are a total of eight sites covering the County with four of the sites providing coverage in the Salisbury area. The radio sites are designed for simulcast which means all the sites activate at the same time immediately reaching users across the entire coverage area. This will greatly improve communications for City users. It will greatly benefit Salisbury PD by ensuring that critical communications get through thus improving officer safety and improving law enforcement activities for Salisbury's citizens.



## LIFECYCLE AND MAINTENANCE SUPPORT

Motorola has included a one year warranty for the City's new radio system. The warranty will begin at the time of project acceptance or beneficial use. Based on the preliminary schedule, system acceptance is planned for late 2017.

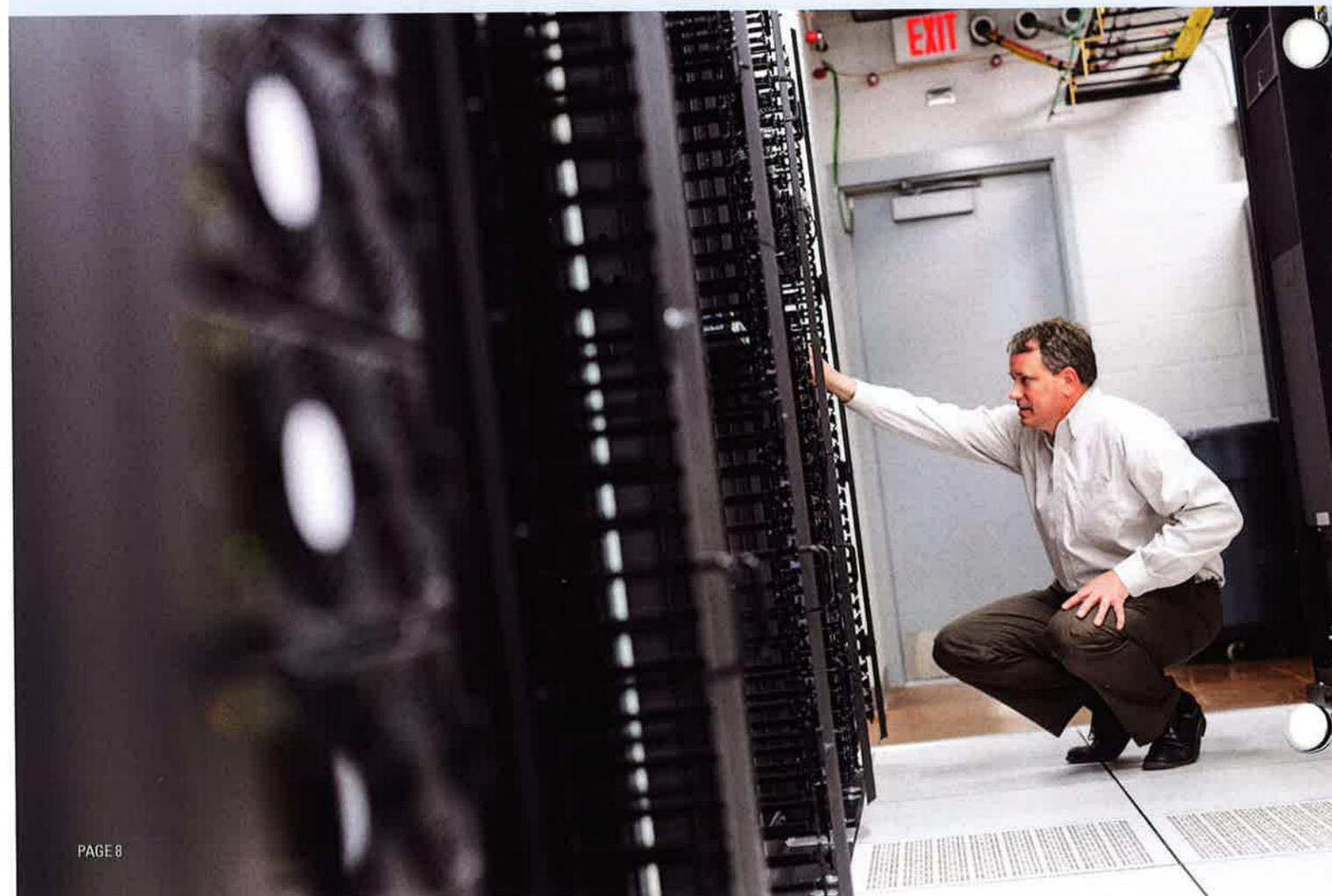
After the warranty period, the city will need to plan for lifecycle and maintenance services to support the system. The City's lifecycle services program will need to match the County's lifecycle plan since they are the same network. The City will be responsible for the Dispatch Consoles, subscriber radios and the channels that are being added to the County system.

The City's existing system is more of a hardware based, circuit switched network. The new system will be more similar to the City's IT network. And much like an IT network, you will want to ensure that you are receiving the most value for your investment by accessing all features of your ASTRO 25 system, as well as reinforcing the system's security posture. It is more critical than ever that the City's system is optimized and running the latest software to ensure the longevity of your technology investment.

Periodic, planned upgrades should be a part of the City's planning and budgeting when considering total cost of ownership over many years. This includes items like major platform software releases, security patches, servers and routers and other third party component upgrades.

Motorola has a complete program for lifecycle management called Software Maintenance Agreement (SMA). With the purchase of a new system, a large capital outlay or forklift type of upgrade can be avoided in the years to come through periodic upgrades that function like an operational expense. Motorola's SMA Service is a lifecycle plan that safeguards and enhances ASTRO 25 operations and system components through continuous, scheduled software updates. In order to help ensure the City can access all appropriate system and software features and enhancements; the SMA also includes software updates for all components of the system including embedded third party components, product programming software, as well as commercial operating system (OS) patch updates. In addition, Motorola integrates all third-party OEM updates and pre-tests and certifies functionality and compatibility, mitigating risk to your system operation. Just like your IT network, updating a P25 network is crucial. Regular updates can guarantee commercial software remains within the OEM support coverage and may provide operational enhancements for new and previously purchased features.

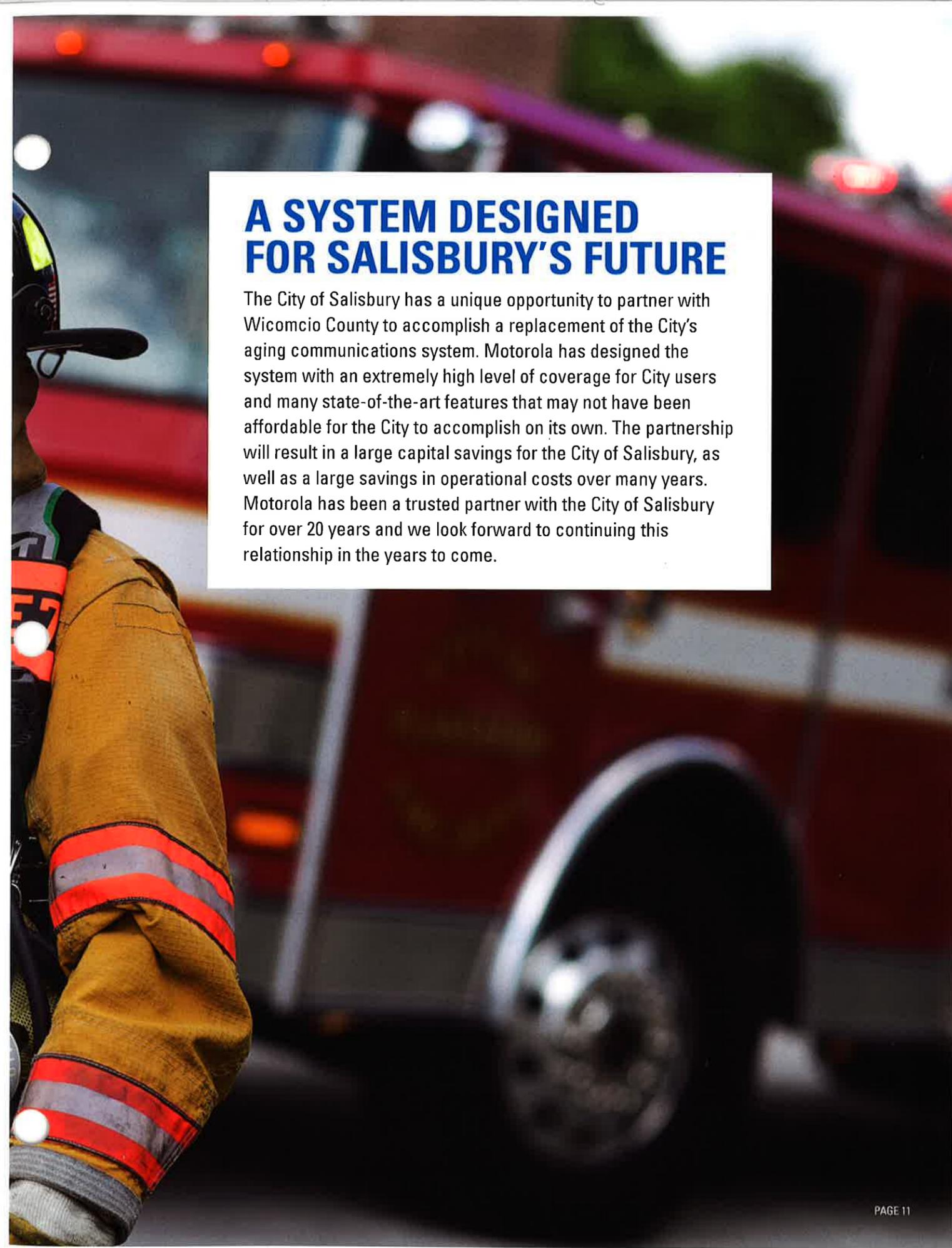
The cost for a mission critical system maintenance plan and a software maintenance agreement projected over five years has been included in Motorola's proposal.



**Teltronic**  
////////////////

**Service Partner Teltronic, Inc.,  
Salisbury, Maryland**

Teltronic of Salisbury is Motorola's fully authorized service center for ASTRO 25 systems. Together with Motorola's support, they will continue to provide services to the City of Salisbury with the same quality demonstrated over many years.



## A SYSTEM DESIGNED FOR SALISBURY'S FUTURE

The City of Salisbury has a unique opportunity to partner with Wicomico County to accomplish a replacement of the City's aging communications system. Motorola has designed the system with an extremely high level of coverage for City users and many state-of-the-art features that may not have been affordable for the City to accomplish on its own. The partnership will result in a large capital savings for the City of Salisbury, as well as a large savings in operational costs over many years. Motorola has been a trusted partner with the City of Salisbury for over 20 years and we look forward to continuing this relationship in the years to come.

# SAFER CITIES. THRIVING COMMUNITIES.



**MOTOROLA SOLUTIONS**

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1  
2  
3 **ORDINANCE NO. 2404**

4 AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET ADMENDMENT OF  
5 THE FY2017 GENERAL FUND AND THE CAPITAL PROJECT FUND IN ORDER TO APPROPRIATE  
6 FUNDS FOR A RADIO COMMUNICATION SYSTEM.

7 WHEREAS, the City of Salisbury has been informed by Motorola that parts for the existing  
8 communication system will be difficult to procure; and  
9

10 WHEREAS, the City of Salisbury has determined a new Radio Communication System is needed; and  
11

12 WHEREAS, the City of Salisbury has an opportunity to “piggyback” with Wicomico County on the  
13 purchase of a new system; and  
14

15 WHEREAS, the City of Salisbury has received a quotation from Motorola for a new Radio  
16 Communication System in the amount of \$1,432,838.13; and  
17

18 WHEREAS, the City of Salisbury’s projections conclude there is more than \$500,000 in budgeted  
19 salaries that will not be required due to unexpected vacancies; and  
20

21 WHEREAS, the City of Salisbury has determined \$500,000 of the expected savings in Police Department  
22 Salaries should be used to fund part of the new Radio Communication System; and  
23

24 WHEREAS, the City of Salisbury has determined an additional \$ 425,448.13 required to fund the new  
25 Radio Communication System should be funded using surplus; and  
26

27 WHEREAS, the City of Salisbury has determined the remainder of \$507,390 required to fund the new  
28 Radio Communication System should be funded using available bond proceeds; and  
29

30 WHEREAS, this ordinance will authorize the temporary use of surplus until the reallocation can be  
31 completed by bond counsel.  
32

33 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY,  
34 MARYLAND, THAT THE City’s Fiscal Year 2017 General Fund Budget be amended as follows:  
35

36 General Fund

- 37 1) Decrease Police Department by \$500,000  
38 2) Increase Current Year Surplus (01000-469810) by 425,448.13  
39 1) Increase Current Year Surplus (01000-469810) by 507,390  
40 2) Increase Debt Service and Other Uses by \$ 1,432,838.13  
41

42 General Capital Project Fund

- 43 1) Increase Transfer In - General Fund (98017-469313-48033) by \$ 1,432,838.13  
44 2) Increase Capital Outlay - Radios (98117-577031-48033) by \$ 1,432,838.13  
45

46 BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after the date of its final  
47 passage.  
48

49 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury  
50 held on this 14<sup>th</sup> day of November 2016, and thereafter, a statement of the substance of the Ordinance having  
51 been published as required by law, was finally passed by the Council on the \_\_\_\_ day of \_\_\_\_\_, 2016.  
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**ATTEST:**

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

\_\_\_\_\_  
John R. Heath, President  
Salisbury City Council

APPROVED BY ME THIS \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Jacob R. Day, Mayor



City of  
**Salisbury**  
Jacob R. Day, Mayor

## MEMORANDUM

**To:** Tom Stevenson, City Administrator

**From:** Julia Glanz, Asst. City Administrator

**Subject:** Motorola Contract

**Date:** 11/23/16

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Attached you will find a resolution authorizing the Mayor to enter into a contract with Motorola Solutions, Inc. for the purchase of radios to be used with the Radio Communications System. The City has received a quotation from Motorola for new radios in the amount of \$1,432,838.13.

Should you have any questions or require additional information, please contact the Mayor's Office.



# City of Salisbury

Contract No. RFP 06-17  
Radio Communications System Replacement

Acct No: **XXXXX-XXXXXX**

## STANDARD FORM OF AGREEMENT

THIS AGREEMENT, made as of the  day of  in the year of Two-Thousand and Seventeen by and between the City of Salisbury, party of the first part, herein after called the City, and Motorola Solutions, Inc. 1301 E. Algonquin Rd, Schaumburg, IL 60196, party of the second part, hereinafter called the Vendor. The City and the Vendor agree as set forth below:

## ARTICLE 1: THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Conditions of the Wicomico County Contract for "Radio Communications System Replacement" dated June 24, 2016, and the City of Salisbury "Radio Communications System Replacement" proposal dated October 31, 2016. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 9. In the event of a conflict, this Agreement shall take precedence. All references in these documents to the "County" should be read as applicable to the "City" where appropriate as a result of adopting the County's contract.

## ARTICLE 2: MODIFICATIONS TO WICOMICO COUNTY CONTRACT [APPLICABLE TO THE CITY'S PURCHASE](#)

### Section 2 DEFINITIONS:

"Director" and "Executive" mean the Mayor of Salisbury or his designees.

#### A. Section 3.4 ADDITIONAL EQUIPMENT OR SOFTWARE:

- a. **Change:** Title and risk of loss to additional Equipment will pass at delivery to Customer designated ship-to address.

#### B. Section 5.2 INVOICING AND PAYMENT:

- a. **Strike:** Overdue invoices will bear simple interest at a rate of six percent (6%) per annum.

#### C. Section 5.4 INVOICING AND SHIPPING ADDRESS:

- a. **Change:** Invoices will be sent to the Customer at the following address and must reference a valid City-issued purchase order number:

City of Salisbury Finance Department Payable  
125 N. Division Street, Room 103  
Salisbury, MD 21801

- b. **Change:** The address which is the ultimate destination where the Equipment will be delivered to the Customer will be referenced on the City-issued purchase order.
- D. Section 6.1 ACCESS TO SITES:
  - a. **Change:** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; will assist Motorola in obtaining all necessary construction and building permits, zoning variances, licenses and any other approvals that are necessary to develop or use the sites and mounting locations.
  - b. **Strike:** If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.
- E. Section 6.3 SITE ISSUES:
  - a. **Change:** If an agreed upon change in sites or adjustment to the installation plans and specifications causes a change in the cost, the Parties ~~will~~may equitably amend the Contract Price, Performance Schedule, or both, by a change order agreed upon and signed by authorized representatives of each Party.
- F. Section 9.2 EQUIPMENT WARRANTY:
  - a. **Add:** If System Acceptance is delayed after delivery of the Equipment by events or causes beyond Motorola's control, this warranty shall be extended by the number of days equal to the delay.
- G. Section 9.5 WARRANTY CLAIMS:
  - a. **Change:** To assert a warranty claim, Customer must notify Motorola in writing of the claim that it reasonably believes occurred during the Warranty Period.
  - b. **Change:** All replaced products or parts will become the property of Motorola unless Customer purchased them.
- H. Section 11.3 MEDIATION:
  - a. **Change:** If the Parties are unable to agree upon a mediator, the Parties shall randomly select a mediator from a list of approved mediators obtained from the Circuit Court for Wicomico County.
- I. Section 12.2 FAILURE TO CURE:
  - a. **Add:** In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.
- J. Section 12.3 TERMINATION OF CONTRACT FOR CONVENIENCE:
  - a. **Add:** The City will have the right, at any time by written notice, for its convenience, to suspend for such time as may be determined by the City to be necessary or desirable up to ninety (90) days, unless a longer term is agreed upon in writing by both parties; and thereafter, to require resumption of the whole or any part of the work without invalidating the provisions of this contract.
  - b. **Add:** The termination for convenience is effective on the date specified in the Customer's written notice. Upon the effective date of such notice, except as otherwise directed, the Vendor will stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities, except as necessary for the completion of such portion of the work not terminated. The Customer will pay only for non-disputed payment items and services required to be paid by the terms of this Agreement incurred by Motorola up to the date of termination. The Vendor will not be paid on account of loss of anticipated profits or revenues or for work not completed prior to the date of termination of the Contract. Any dispute over payment amounts if unresolved for thirty (30) days shall proceed under Section 11 provisions for handling disputes.
- K. Section 12.4 TERMINATION FOR WITHDRAWAL OF AUTHORITY:

- a. **Add:** If the City of Salisbury fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Agreement succeeding the first fiscal period, this Agreement shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the Customer's rights or Motorola's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be to discharge both the Customer and Motorola from future performance of the Agreement, but not from their rights and obligations existing at the time of termination. ~~Motorola shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Agreement.~~ Customer shall notify Motorola as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period beyond the first.
  - b. **Add:** Upon termination under Section 12.3 or 12.4, the Parties shall cooperate with each other to settle all issues in connection with the System and related Services.
- L. Section 13.1 GENERAL INDEMNITY BY MOTOROLA:
- a. **Add:** Motorola will indemnify, defend and hold Customer, including its officers, agents and employees free and harmless from any and all liability, penalty, expense, judgment, suit, cause of action, or demand, (including attorney's fees), resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is in any way connected with the performance of the work or failure to perform its obligations under this Agreement. This obligation of indemnification shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of Motorola's agents or employees; except that it shall not be applicable to injury, death or damage to the property arising from the sole negligence of ~~Wicomico County~~the City of Salisbury, its officers, agents and employees. Customer will cooperate with Motorola in its defense or settlement of the claim or suit.
- M. Section 13.3.1:
- a. **Change:** Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the *known* Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim.
  - b. **Add:** If an Infringement Claim occurs, or is likely to occur, Motorola shall at its sole expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) at Customer's request, accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.
- N. Section 13.3.3:
- a. **Add:** This section shall be strictly construed against Motorola should Motorola allege that it does not have a duty to defend or indemnify Customer.
- O. Section 14 LIMITATION OF LIABILITY:
- a. ~~**Strike:** But not to exceed two times the price of the Equipment [DAB1], Software, or Services with respect to which losses or damages are claimed.~~
  - b.a. ~~**StrikeChange:** ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA-NEITHER PARTY WILL NOT BE LIABLE TO THE OTHER PARTY FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL,~~

INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT[DAB2].

~~e.b.~~ **Add:** (...except for money due upon an open account,) *unless Maryland law allows for a longer period to bring an action.*

~~e.c.~~ **Add:** The Parties agree and acknowledge that any immunity defenses allowed by law may be raised by either Party at any time.

P. Section 16.1 TAXES:

a. **Strike:** If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes[DAB3], and.

Q. Section 16.2 ASSIGNABILITY AND SUBCONTRACTING:

~~a.~~ **Change:** Motorola may, without the prior written consent of the other Party, *which consent will not be unreasonably withheld, and...*

~~b.~~ **Change:** Motorola may subcontract any of the work, *only after receiving[DAB4] approval by Customer of a specific subcontractor, but subcontracting will not relieve Motorola of its duties under this Agreement.*

R. Section 16.5 INDEPENDENT CONTRACTOR:

a. **Add:** Motorola shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Customer under this Agreement. Motorola is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Motorola under this Agreement. Motorola agrees to immediately provide Customer notice of any claim made against Motorola by any third party. Motorola also agrees not to assign to any third party, without Customer's written consent, any obligation of Customer to indemnify Motorola for any actions under this Agreement.

S. Section 16 GENERAL:

a. **Add:** SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.9 (Disclaimer of Other Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16. Additionally, all warranty terms, conditions and representations contained in this Agreement shall survive the termination or expiration of this Agreement.

T. Exhibit A, SOFTWARE LICENSE AGREEMENT:

a. Section 6.1

~~i.~~ **Strike:** Whether a defect occurs will be determined *by Motorola solely* with reference to the Documentation[DAB5].

b. Section 6.2:

i. **Change:** Motorola *shall* use reasonable efforts to remedy any material Software defect covered by this warranty.

c. Section 6.4:

~~i.~~ **Strike:** (entire section[DAB6])

ARTICLE 3: CONTRACT SUM

The City will pay the Contract in current funds for the providing of the services, as provided in the Contract Documents, the Contract Sum of **One Million, Four Hundred Thirty Two Thousand, Eight Hundred Thirty Eight dollars and Thirteen Cents.**

**The Contract Sum is determined as follows:**

<b>ITEM</b>	<b>QTY</b>	<b>UM</b>	<b>Price</b>	<b>Extended</b>
Dispatch Consoles	4	Each	\$49,204.36	\$196,817.44
Backup RF Consoles & Antenna System	4	Each	\$10,691.63	\$ 42,766.52
TDMA Equipment	7	Each	\$ 7,205.71	\$ 50,440.00
GTR8000 Simulcast Channel Equipment	7	Sites	\$74,985.60	\$524,899.20
APX 6000/6500 Subscriber Software Upgrades	96	Each	\$ 2,450.79	\$235,275.50
New APX6000 Portable Radios/Accessories	30	Each	\$ 5,475.66	\$164,269.65
Project Management	1	Each	\$31,423.78	\$ 31,423.78
Engineering	1	Each	\$22,027.61	\$ 22,027.61
System Technologist	1	Each	\$31,846.31	\$ 31,846.31
Factory Staging/Warranty	1	Each	\$61,830.18	\$ 61,830.18
Dispatch and FNE Installation; Flashes; Removal and Decommissioning of Existing Equipment	1	Each	\$65,863.94	\$ 65,863.94
Performance Bond	1	Each	\$ 5,378.00	\$ 5,378.00
				<b>Total</b>
				<b>\$1,432,838.13</b>

ARTICLE 4: PAYMENT SCHEDULE

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

**Fixed Network Equipment (FNE) Contract Price \$1,033,292.98**

**FNE Payment Milestones**

1. 10% of the FNE Contract Price due upon contract execution (due upon effective date);
2. 50% of the FNE Contract Price due upon Delivery of Equipment;
3. 30% of the FNE Contract Price due upon installation of equipment; and
4. 10% of the FNE Contract Price due upon Final Acceptance.

Subscriber Equipment Contract Price \$399,545.15

Subscriber Equipment Payment Milestones

1. 100% of the Subscriber Contract Price due upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations or civil work completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price[DAB7].

- ~~1). 10% of Contract Price upon Execution~~
- ~~2). 35% of Contract Price upon Delivery of Equipment~~
- ~~3). 25% of Contract Price upon Installation of System~~
- ~~4). 25% of Contract Price upon System Acceptance; and~~
- ~~5). 5% of Contract Price upon Final Acceptance~~

ARTICLE 5: CONTRACT CHANGES

**NO CLAIMS** may be made by anyone that the scope of the project or that the Vendor's services have been changed (requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract) UNLESS such changes or adjustments have been made by an approved **WRITTEN AMENDMENT** (Change Order) to the Contract signed by the Assistant Director of Internal Services – Procurement Division (and the City Council, if required) and the Vendor's authorized signatory, prior to extra work being initiated. Extra work performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor, and payment will not be made by the City.

**NO ORAL** conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any City of Salisbury employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Assistant Director of Internal Services – Procurement Division (with City Council approval, if required) will be honored or valid.

If any change ordered in the work results in a reduction in the work, the Vendor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

No inspection, or any failure to inspect, at any time or place, will relieve the Vendor from his obligation to perform all the work strictly in accordance with the requirements of the specifications.

ARTICLE 6: INSURANCE REQUIREMENTS

The Vendor will be required to purchase and maintain during the life of the Contract the following types and amounts of insurance (at minimum):

- A. Commercial General Liability: \$1,000,000 (One million dollars) per occurrence \$3,000,000 (Three million dollars) aggregate for bodily injury and property damage.

- B. Professional Liability Coverage (errors and omissions): \$1,000,000 (one million dollars) per ~~occurrence-claim~~ and \$3,000,000 (three million dollars) aggregate ~~minimum~~.
- C. Commercial Automobile: \$1,000,000 (one million dollars) combined single limit per accident for bodily injury and property damage. Including hired, non-ownership coverage and owned vehicle coverage if company owns a vehicle.
- D. As mandated by the Code of the State of Maryland and Employer's Liability, the Contractor will be required to provide Worker's Compensation insurance.
- E. The Vendors will provide the City with certificates of insurance evidencing the coverage required above. Such certificates will provide that the City be given at least thirty (30) days prior written notice of cancellation of, ~~intention to not renew, or material change in~~ such coverage. Vendor must provide certificates of insurance before commencing Services in conjunction with the Contract.
  - a. ON Commercial General and Automobile ALL-LIABILITY INSURANCE POLICIESPOLICY, CITY, ITS EMPLOYEES, AND OFFICERS MUST BE ~~NAMED-INCLUDED~~ AS ADDITIONAL INSURED, AND INSURANCE CERTIFICATES FURNISHED TO THE CITY WILL INDICATE SUCH COVERAGE.
  - b. THE PROVIDING OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE VENDOR OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE VENDOR IN THE AWARDED CONTRACT, OR FOR WHICH THE VENDOR MAY BE LIABLE BY LAW OR OTHERWISE.
- F. Failure to provide and continue in force such insurance as required above, will be deemed a material breach of the Contract, will cause the Vendor to be in DEFAULT, and will operate as an immediate termination thereof. The City reserves the right to require higher limits on any Contract. A 30-day notice in writing of cancellation ~~or non-renewal~~ will be furnished by certified mail to the Assistant Director of Internal Services–Procurement Division at the address listed in solicitation. The Vendor agrees to be responsible for, indemnify, defend, and hold harmless the City, its officers, agents, and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen in connection with and during the Vendor's performance of the Contract including, but not limited to, claims under the Worker's Compensation Act.

ARTICLE 7: RESPONSIBILITES OF THE VENDOR

The Vendor will be responsible for the professional quality and technical accuracy of their advice and other services furnished in the Contract Documents. The Vendor will perform services with the degree of skill that is normally exercised by recognized professionals as the Standard of Care with respect to services of a similar nature.

Neither the City's review, approval or acceptance of, nor payment for, any of the services required under the Contract will be construed to operate as a waiver of any rights under the Contract or any cause of action arising out of the performance of the Contract, and the Vendor will be liable to the City in accordance with applicable law for all damages to the City caused by the Vendor's negligent performance of any of the services furnished under the Contract.

The rights of the City provided under the Contract are in addition to any rights and remedies provided by law.

ARTICLE 8: OWNERSHIP OF DOCUMENTS

All documents, data, studies and reports as instruments of service are to be the property of the City. The Vendor shall be responsible for any loss or damage to the documents while they are in their possession and any such document lost or damage shall be restored at the expense of the Vendor.

#### ARTICLE 9: CONTRACT AWARD

A written award by the City to the Successful Vendor in the form of a Purchase Order or other contract document will result in a binding Contract without further action by either party. If Vendor fails or refuses to sign and deliver the Contract and the required insurance documentation, the City will have the right to ~~award~~ terminate the Contract with no further obligation to Vendor. Contract will be executed by the Successful Vendor within fifteen (15) working days of receipt of the Contract.

#### ARTICLE 10: AUDIT

Vendor agrees to retain all books, records, and other documents relative to the awarded Contract for five (5) years after final payment, or until audited. The City, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period. Vendor acknowledges that the City, its authorized agents, and/or State auditors have the right to inspect certain Vendor books and records for the purpose of verifying performance in accordance with the terms of the contract. Customer's inspection is limited to the verification of shipment to invoice quantities and shipment receipts. Upon Customer's written request Vendor will within a reasonable time provide copies of the specific documents to Customer's location for its review. Vendor books and records provided to Customer pursuant to this provision shall not be used, duplicated or disclosed to any other third party without the express written permission of Vendor. In no circumstances will Vendor be required to create or maintain documents not kept in the ordinary course of Vendor' business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary to Vendor.

#### ARTICLE 11: NON-PERFORMANCE

The City reserves the right to inspect all operations and to withhold payment for any Services not performed or not performed in accordance with the specifications in this Agreement. City shall provide written notification of nonconformance to Vendor, who shall have a reasonable opportunity to cure nonconforming Services. Errors, omissions, or mistakes in performance will be corrected at no cost to the City. Failure to do so will be cause for withholding of payment for that Service. In addition, if deficiencies are not corrected in a timely manner, the City may characterize the Vendor as uncooperative and irresponsible, which may jeopardize future project order solicitations.

#### ARTICLE 12: COLLUSION/ FINANCIAL BENEFIT

The Vendor certifies that its proposal is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a proposal Document for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

Upon signing the Contract Document, Vendor certifies that no member of the governing body of the City, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the City, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the Mayor or Council, has received or has been promised, directly, or indirectly, any financial benefit related to this Contract.

#### ARTICLE 13: TAX EXEMPTION

The City is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and Transportation Taxes. This exemption cannot be used by Vendors doing business with the City. Vendors are responsible for State Sales Tax of real property furnished and installed or constructed for the City.

#### ARTICLE 14: EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

All Vendors are subject to, and must comply with, the provisions of all applicable state and federal anti-discrimination laws. The City encourages equal employment opportunity to businesses owned and controlled by minorities and women.

#### ARTICLE 15: DEBARMENT

By executing the Contract, the vendor warrants and certifies that he is eligible to execute a Contract because they are not presently debarred, suspended, proposed for debarment, declare ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department agency.

#### ARTICLE 16: STATUS OF VENDOR

The Vendor will be responsible to the City for acts and omissions of their employees, subcontractors, and their agents and employees, and other persons performing portions of the Services under the Contract or other arrangement with the Vendor.

#### ARTICLE 17: CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire Agreement between The City and the Vendor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

1. Authorization to piggyback:
  - a. Wicomico County Contract dated June 24, 2016
2. City of Salisbury "Radio Communications System Replacement" proposal dated October 31, 2016
3. Standard Form of Agreement

**CONTRACT RFP 06-17**

This agreement entered into as of the day and year first written above.

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Mark Tilghman  
City Solicitor      Date\_\_\_\_\_

APPROVED FOR EXECUTION:

\_\_\_\_\_  
Tom Stevenson  
City Administrator      Date\_\_\_\_\_

CERTIFIED: Unobligated Appropriation Balance is sufficient to cover cost.

\_\_\_\_\_  
Jennifer Miller  
Assistant Director of Internal Services –  
Procurement Division      Date\_\_\_\_\_

\_\_\_\_\_  
Keith Cordrey  
Director of Internal Services      Date\_\_\_\_\_

FUNDING/BID AWARD AS APPROVED BY COUNCIL

\_\_\_\_\_  
John R. Heath  
Council President      Date\_\_\_\_\_

ATTEST

\_\_\_\_\_  
Kim Nichols  
City Clerk      Date\_\_\_\_\_

(FIRM TO SIGN BELOW)

\_\_\_\_\_  
Name of Firm

BY:

\_\_\_\_\_  
(Authorized Official)      Date\_\_\_\_\_

ATTEST

\_\_\_\_\_  
(Witness)      Date\_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

(CORPORATE SEAL)

**RESOLUTION NO. 2706**

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH MOTOROLA SOLUTIONS, INC., FOR THE PURCHASE OF RADIOS TO BE USED WITH THE RADIO COMMUNICATIONS SYSTEM.

WHEREAS, the City of Salisbury has been informed by Motorola that parts for the existing communication system will be difficult to procure; and

WHEREAS, the City of Salisbury has determined a new Radio Communication System is needed; and

WHEREAS, the City of Salisbury has determined that new Radios are needed for utilization with the new Radio Communication System; and

WHEREAS, the City of Salisbury has an opportunity to piggy back with Wicomico County on the purchase of a new system and radios; and

WHEREAS, the City of Salisbury has received a quotation from Motorola for new Radios to be utilized with the Radio Communication System in the amount of \$1,432,838.13.

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND that the Mayor is authorized to enter into a contract with Motorola Solutions, Inc. for the purpose of purchasing the necessary radios.

BE IT FURTHER ENACTED AND RESOLVED that the Mayor is hereby authorized to negotiate, execute and deliver all documents on behalf of the City of Salisbury in connection with the contract with Motorola Solutions, Inc. and to take any action which is necessary to consummate the transactions described herein.

AND BE IT FURTHER ENACTED AND RESOLVED that this resolution shall take effect from the date of its final passage.

THE ABOVE RESOLUTION was introduced, read and passed at the regular meeting of the Council of the City of Salisbury held on this \_\_\_ day of \_\_\_\_\_, 2016, and is to become effective immediately upon adoption.

ATTEST

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

\_\_\_\_\_  
John R. Heath, President  
Salisbury City Council

Approved by me this \_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Jacob R. Day, Mayor

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**INTER**

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**OFFICE**

# MEMO

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## Office of the Mayor

**To:** City Council  
**From:** Laura Kordzikowski  
**Subject:** Budget Amendment  
**Date:** November 23, 2016

Since the Grand Opening of the Downtown Visitor Center on August 19, 2016, the Office of Business Development has been selling merchandise to the public, including t-shirts, hats, water bottles, and calendars.

During the period of August 19, 2016 – October 13, 2016, the Downtown Visitor Center sold \$754.56 worth of merchandise. We would like to periodically transfer these funds from the General Fund to the Department's Marketing account (11600-555512)

cc: Mayor Day  
Tom Stevenson  
Kim Nichols

Attachments

**ORDINANCE NO. 2403**

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN AMENDMENT OF THE  
FY 2017 GENERAL FUND BUDGET TO APPROPRIATE FUNDING BACK TO THE DOWNTOWN  
VISITOR CENTER

WHEREAS, the City has received revenue from the sale of merchandise at the Downtown Visitor  
Center; and

WHEREAS, the City would like to re-invest these funds back into the department; and

WHEREAS, the City has received \$754.56 from merchandise sold during the period of  
August 19, 2016 to October 13, 2016.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY,  
MARYLAND THAT THE City's Fiscal Year 2017 General Fund Budget be and hereby is amended as follows:

- 1) Increase Marketing by \$754.56 (11600-555512)

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury  
held on this 14<sup>th</sup> day of November 2016, 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 \_\_\_\_\_, 2016.

**ATTEST:**

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

\_\_\_\_\_  
John R. Heath, President  
Salisbury City Council

APPROVED BY ME THIS \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Jacob R. Day, Mayor



City of  
**Salisbury**  
Jacob R. Day, Mayor

To: Thomas Stevenson, City Administrator  
From: Michael S. Moulds, P.E., Director of Public Works *MSM*  
Date: October 12, 2016  
Re: Ordinance to create a restricted parking zone at Pinehurst Elementary School

---

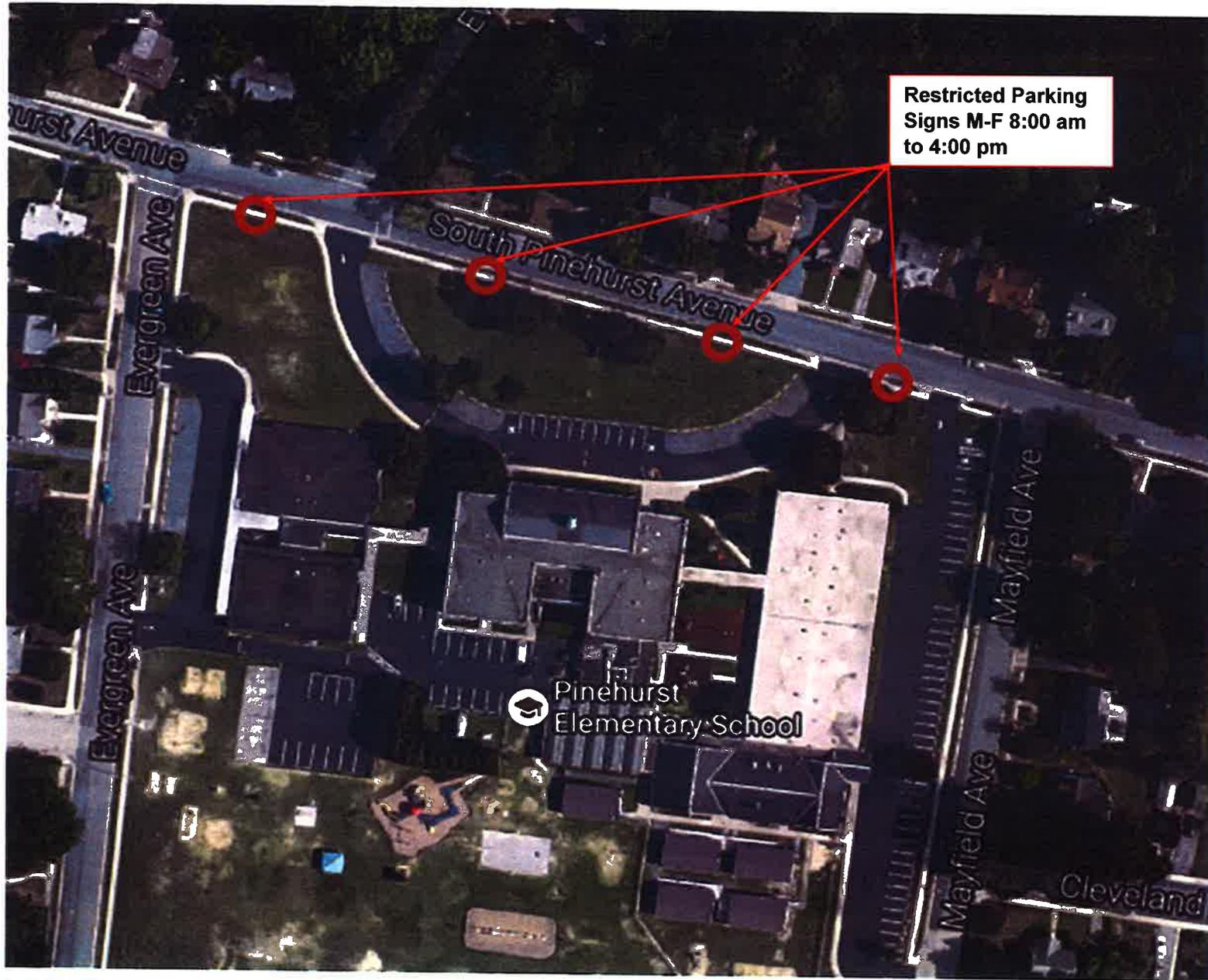
Salisbury Public Works has received a request from the Board of Education through the Mayor's office to designate a restricted parking zone along South Pinehurst Avenue at Pinehurst Elementary School. The restricted parking would facilitate and improve the safety of parent car rider drop off/pick up. The restricted parking area is depicted on the attached Exhibit A and described as follows:

South side of South Pinehurst Avenue between Evergreen Avenue and Mayfield Avenue will be designated as no parking on weekdays between 8:00 am to 4:00 pm.

Public Works is in support of this request. Attached is a proposed ordinance for the required Council approval. If approved, DPW will place parking signs in this area.

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

**EXHIBIT A**



1  
2  
3 **ORDINANCE NO. 2405**

4 AN ORDINANCE OF THE CITY OF SALISBURY TO DESIGNATE A RESTRICTED PARKING  
5 ZONE ON A PORTION OF SOUTH PINEHURST AVENUE BETWEEN EVERGREEN AVENUE  
6 AND MAYFIELD AVENUE.

7 WHEREAS, the Board of Education has requested the establishment of a restricted parking zone along  
8 South Pinehurst Avenue to facilitate student drop off and pick up; and  
9

10 WHEREAS, on-street vehicular parking adjacent to the school public entrance and exit during student  
11 drop off and pick up could create a potentially unsafe condition for vehicles in the travel lanes and exiting  
12 the school; and  
13

14 WHEREAS, the Public Works Department recommends restricting the timing of parking on a portion of  
15 the south side of South Pinehurst Avenue along the school property between Evergreen Avenue and  
16 Mayfield Avenue to prohibit parking Monday thru Friday between 8:00 am and 4:00 pm.  
17

18 NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY,  
19 MARYLAND to designate a restricted parking zone on South Pinehurst Avenue as shown on the attached  
20 Exhibit A.  
21

22 BE IT FURTHER ORDAINED that this ordinance shall take effect immediately upon passage.  
23

24 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury,  
25 Maryland held on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, and thereafter, a statement of the substance of  
26 the Ordinance having been published as required by law, was finally passed by the Council on the \_\_\_\_\_  
27 day of \_\_\_\_\_, 2016.  
28

29 **ATTEST**

30  
31 \_\_\_\_\_  
32 Kimberly R. Nichols, City Clerk

31 \_\_\_\_\_  
32 John R. Heath, President  
33 Salisbury City Council  
34

35  
36 APPROVED BY ME THIS \_\_\_\_\_ day of \_\_\_\_\_, 2016.  
37

38 \_\_\_\_\_  
39 Jacob R. Day, Mayor



City of  
**Salisbury**  
Jacob R. Day, Mayor

To: Thomas Stevenson, City Administrator  
From: Michael S. Moulds, P.E., Director of Public Works *MSM*  
Date: October 18, 2016  
Re: Ordinance to create a no parking zone on Fairview Lane in the Heritage Development

---

Salisbury Public Works has received a request from the Heritage Homeowners Association through the Mayor's office to designate a no parking zone along Fairview Lane and the intersection of Hidden Meadow Lane to improve sight distance for pedestrians and children crossing the street. The no parking area is depicted on the attached Exhibit A and described as follows:

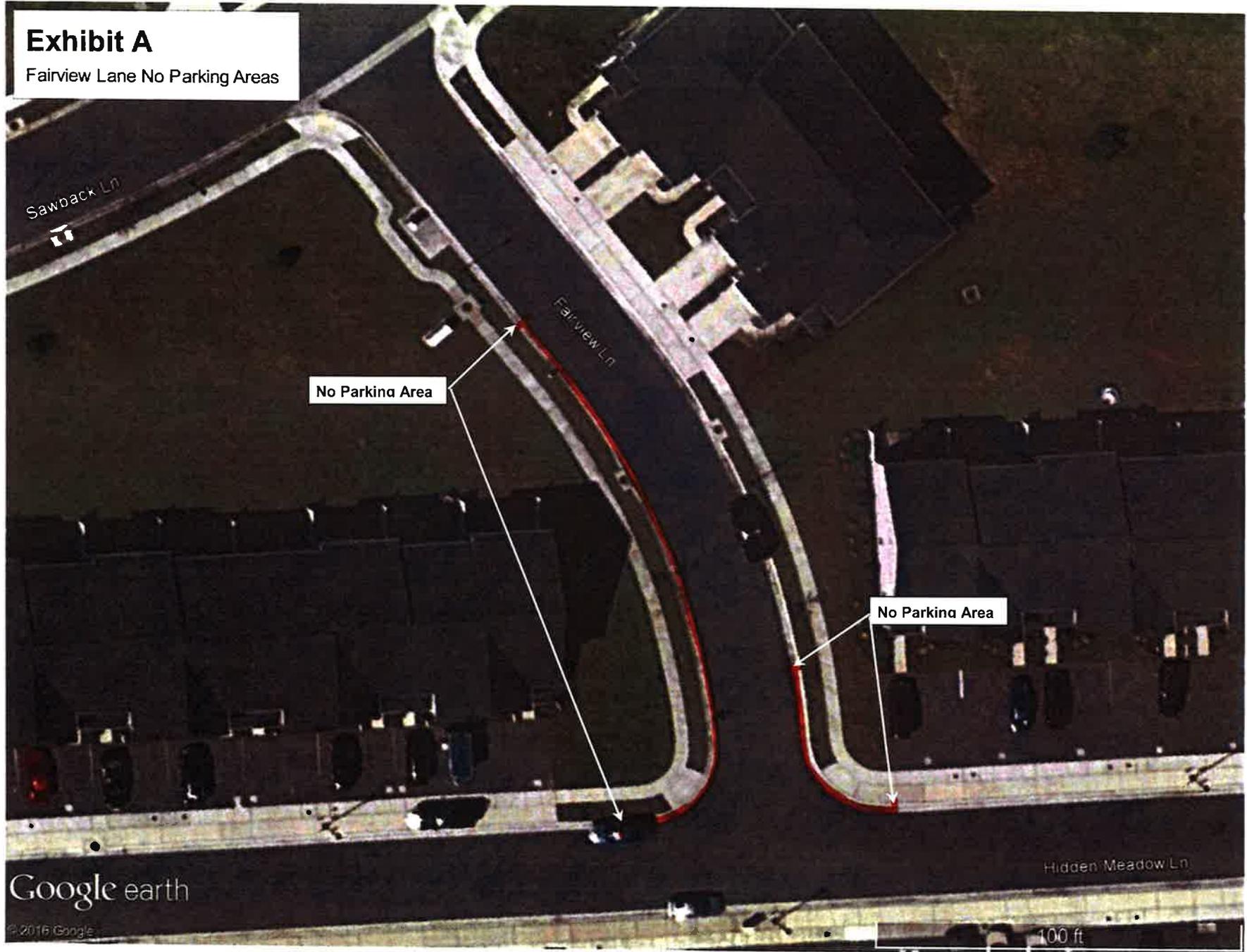
A no parking zone extending from 20 feet beyond the pedestrian crossing on Hidden Meadow Lane and extending on the south side of Fairview Lane to a point 15 feet beyond the fire hydrant and on the north side of Fairview Lane from the driveway curb line on Hidden Meadow Lane 55 feet along Fairview Lane

Public Works is in support of this request. Attached is a proposed ordinance for the required Council approval. If approved, DPW will place no parking signs in this area.

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

# Exhibit A

Fairview Lane No Parking Areas



Google earth

© 2016 Google

100 ft

**ORDINANCE NO. 2406**

AN ORDINANCE OF THE CITY OF SALISBURY TO DESIGNATE A NO PARKING ZONE ON A PORTION OF FAIRVIEW LANE AND THE INTERSECTION OF HIDDEN MEADOW LANE

WHEREAS, the Heritage Development Homeowners Association has requested the establishment of a no parking zone along Fairview Lane and the intersection of Hidden Meadow Lane to improve sight distance for pedestrians and children crossing the intersection; and

WHEREAS, due to limited available on-street parking in the development, vehicles frequently use this area near the intersection for parking, thereby creating sight distance restrictions for vehicles and safety concerns for pedestrians and children crossing the intersection; and

WHEREAS, the Public Works Department recommends establishing a no parking zone extending from 20 feet beyond the pedestrian crossing on Hidden Meadow Lane and extending on the south side of Fairview Lane to a point 15 feet beyond the fire hydrant and on the north side of Fairview Lane from the driveway curb line on Hidden Meadow Lane 55 feet along Fairview Lane.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND to designate a no parking zone on Fairview Lane and the Hidden Meadow Lane intersection as shown on the attached Exhibit A.

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

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury, Maryland held on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, 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 \_\_\_\_\_, 2016.

**ATTEST**

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

\_\_\_\_\_  
John R. Heath, President  
Salisbury City Council

APPROVED BY ME THIS \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Jacob R. Day, Mayor



*From the Office  
of the  
Fire Chief*

**To:** Tom Stevenson, City Administrator      **Date:** November 2, 2016

 **From:** Richard A. Hoppes, Chief of the Department

**Subject:** Budget Amendment Item (Insurance Repairs Claim)

The Salisbury Fire Department respectfully requests approval of a budget amendment item for reimbursement of \$26,109.82 to the FY2017 Fire Department budget, Vehicles' account 24035-534308.

Local Government Insurance Trust issued checks for the repair of Fire Department vehicles A/C-1, Engine-2, and B-2. These checks were deposited into Salisbury City's general fund.

A/C-1 was damaged on 8/7/16, repaired by Eurshall Miller's, and paid for with PO# 02170122 in the amount of \$14,301.89. Engine-2 was damaged on 7/11/16, repaired by Patriot, and paid for with PO# 02170111 in the amount of \$9,690.38. B-2 was damaged on 7/8/16, repaired by Eurshall Miller's, and paid for with PO# 02170217 in the amount of \$2,117.55.

Reimbursement of these funds will replenish the Fire Department's Vehicles account 24035-534308 and bring this account back in line with the submitted FY2017 budget. These funds will assist the department in maintaining the services and equipment necessary to continue to operate as efficiently as possible while serving the community.

Unless you or the Mayor has further questions, please advance this memorandum to the City Council at the earliest possible opportunity.

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

Cc: File

H:\Budget\Request LGIT monies 2015.doc

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

1 **ORDINANCE NO. 2407**

2  
3 AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET  
4 AMENDMENT OF THE FY2017 FIRE DEPARTMENT BUDGET TO TRANSFER  
5 INSURANCE FUNDS RECEIVED BY THE CITY TO THE FIRE DEPARTMENT  
6 OPERATING BUDGET FROM THE GENERAL FUND FOR REVENUE RECEIVED  
7 FROM LOCAL GOVERNMENT INSURANCE TRUST FOR REPAIRS PERFORMED  
8 ON A/C-1, ENGINE-2, AND B-2.

9  
10 WHEREAS, A/C-1, Engine-2, and B-2 were damaged while performing  
11 legitimate City of Salisbury Fire Department duties; and

12  
13 WHEREAS, the Fire Department has paid for repairs to A/C-1, Engine-2, and B-2  
14 with funds from the Fire Department’s operating budget, Vehicles’ account; and

15  
16 WHEREAS, the Fire Department’s vehicle account will not have sufficient funds  
17 to comply with FY17 operating budget; and

18  
19 WHEREAS, the City of Salisbury has received funds from Local Government  
20 Insurance Trust for repairs of damages to A/C-1, Engine-2, and B-2; and

21  
22 WHEREAS, the reimbursement of insurance funds to the Fire Department  
23 Vehicles’ account, 24035-534308, will be used to maintain vehicles, while operating  
24 within the FY17 operating budget.

25  
26 NOW, THEREFORE BE IT ORDAINED BY THE CITY OF SALISBURY,  
27 MARYLAND that the City’s Fiscal Year 2017 budget be and is hereby amended as  
28 follows:

- 29 1) Increase the General Fund Revenue – Insurance proceeds account (01000-  
30 456935) by \$26,109.82  
31 2) Increase the Fire Department’s Vehicles’ account (24035-534308) by  
32 \$26,109.82  
33

34 THE ABOVE ORDINANCE WAS INTRODUCED AND READ AT A  
35 MEETING OF THE Council of the City of Salisbury, Maryland held on the \_\_\_\_ day of  
36 \_\_\_\_\_, 2016, and thereafter, a statement of substance of the Ordinance having  
37 been published as required by law, was finally passed by the Council on the \_\_\_\_ day of  
38 \_\_\_\_\_, 2016.

39  
40  
41 ATTEST:

42  
43  
44 \_\_\_\_\_  
45 Kimberly R. Nichols  
46 CITY CLERK

\_\_\_\_\_   
John R. Heath  
PRESIDENT, CITY COUNCIL

47 Approved by me this \_\_\_\_ day of \_\_\_\_\_ 2016

48

49

50

51 \_\_\_\_\_

52 Jacob R. Day

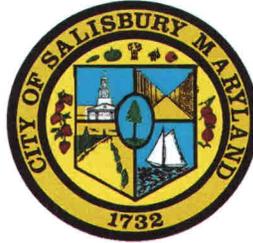
53 MAYOR, CITY OF SALISBURY

54

# 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

November 14, 2016

TO: Tom Stevenson  
FROM: Colonel David Meienschein  
SUBJECT: Ordinance – Budget Amendment

The members of the Salisbury Police Department are required to enter into a 5 year contract prior to being hired as a police officer. When officer's leave service on their own accord they are required to reimburse the City of Salisbury a prorated amount based of the time remaining on their contract. The purpose is for the city to recoup some of the police academy training and tailored uniform cost for items that cannot be reissued.

In a recent case the police department received reimbursement for a broken contract in the amount of \$5,500.00. The police department requests that these funds be deposited into our Police Services, training account that will be used to send two police recruits to initial training at the Police Academy. I am requesting a Budget Amendment to recognize that this revenue has been received by the City and to increase the Police Department budget in the same amount to offset training costs.

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

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

David Meienschein  
Assistant Chief of Police

1 **ORDINANCE NO. 2408**

2  
3 AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET  
4 AMENDMENT OF THE FY2017 GENERAL FUND BUDGET TO APPROPRIATE THE  
5 FUNDS RETURNED ON CONTRACT.  
6

7 WHEREAS, the police department requires police officer recruits to enter into a prorated  
8 5 year employment contract prior to attending the police academy; and  
9

10 WHEREAS, a police officer who did not meet the conditions of the contract reimbursed  
11 the City of Salisbury a prorated amount of \$5,500.00; and  
12

13 WHEREAS, the Salisbury Police Department requests that these funds be placed in our  
14 police services training account, 21021-555504 to offset police academy training costs.  
15

16 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY  
17 OF SALISBURY, MARYLAND that the City’s Fiscal Year 2017 General Fund Budget be and  
18 is hereby amended as follows:  
19

- 20 1) Increase General Fund Revenue (01000-456911) by \$5,500.00
- 21 2) Increase the Police Department budget by \$5,500.00.  
22

23 BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after the  
24 date of its final passage.  
25

26 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of  
27 Salisbury held on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, and thereafter, a statement of  
28 the substance of the Ordinance having been published as required by law, was finally passed by  
29 the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.  
30

31 ATTEST:  
32  
33

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

\_\_\_\_\_   
John R. Heath, President  
Salisbury City Council

36  
37  
38 Approved by me this \_\_\_\_\_ day of \_\_\_\_\_, 2016  
39  
40

41 \_\_\_\_\_  
42 Jacob R. Day., Mayor  
43  
44