



City of Salisbury



CITY COUNCIL AGENDA

March 28, 2016
Government Office Building

6:00 p.m.
Room 301

Times shown for agenda items are estimates only.

6:00 p.m. CALL TO ORDER

6:01 p.m. WELCOME/ANNOUNCEMENTS

6:03 p.m. CITY INVOCATION – Rev. Brian Albert, Bethesda United Methodist Church

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

6:07 p.m. PRESENTATION

- Proclamation - Fair Housing Month

6:20 p.m. ADOPTION OF LEGISLATIVE AGENDA

6:22 p.m. CONSENT AGENDA – City Clerk Kimberly Nichols

- **March 14, 2016** Regular Meeting minutes
- **Resolution No. 2607** – accepting a donation of a wolf enclosure from the Salisbury Zoo Commission for the Salisbury Zoological Park
- **Resolution No. 2608** – accepting a donation of a Lovely Little Library at the Boundless Playground from Girl Scout Troop 634
- **Resolution No. 2609** – approving the appointment of Michael Dyer to the Mayor’s Council in Support of People with Disabilities for term ending March 2018
- **Resolution No. 2610** – approving the appointment of Stephen Hause to the Mayor’s Council in Support of People with Disabilities for term ending March 2018
- **Resolution No. 2611** – approving the reappointment of Susan U. Jones to the Zoo Commission for term ending March 2019
- **Resolution No. 2612** – approving the acquisition of a 2003 Chrysler 300m vehicle forfeited by the Court for Wicomico County, MD to the Salisbury Police Dept.
- **Resolution No. 2613** – authorizing the Mayor to enter into a contract with the MD Department of Housing and Community Development for the purpose of expending grant funds in the amount of \$121,102
- **Resolution No. 2614** – authorizing the Mayor to enter into a contract with the US Department of Justice’s Bureau of Justice Assistance for the purpose of expending grant funds in the amount of \$27,871

6:27 p.m. AWARD OF BIDS – Assistant Director of Internal Services – Procurement & Parking

Jennifer L. Miller

- Contract 116-16, Robins Avenue Lift Station Repairs
- Declaration of Surplus, SPF- Bicycles

6:40 p.m. RESOLUTIONS – City Administrator Tom Stevenson

- **Resolution No. 2615** – accepting the submission of RFP 04-15 Re-bid from Green Street Housing, LLC for the redevelopment of Parking Lot 30
- **Resolution No. 2616** – authorizing the waiver of the building permit fee in connection with a roof replacement for the Village of Hope structure located at 1001 Lake Street
- **Resolution No. 2617** – accepting the submission of RFP 04-16 Bid from Hanna Family Investments for the sale of surplus real property at 1044 South Tower Road and demolition of the abandoned water tower structure

6:50 p.m. ORDINANCES – City Attorney Mark Tilghman

- **Ordinance No. 2380** – 1st reading - approving an amendment of the FY16 General Fund Budget to appropriate funding for a community outreach addiction team and youth substance use prevention initiative
- **Ordinance No. 2381** – 1st reading - approving an amendment of the FY15 Water and Sewer Capital Projects Budget to reallocate funding for the Fitzwater Street Lift Station and Paleo Well #3 projects
- **Ordinance No. 2382** – 1st reading - approving a budget amendment of the FY16 General Fund Budget to appropriate the funds received from the recovery and recycling of brass shell casings at the Salisbury Police range to purchase service weapons

7:20 p.m. PUBLIC COMMENTS

7:30 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

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 April 11, 2016 Meeting

- Proclamation- We Heart SBY
- Certificates for We Heart SBY winners
- Resolution No.____-Mayor's Council in Support of People with Disabilities Name Change
- Resolution No.____- Historic District Commission Name Change
- Resolution No.____- Revolving Loan Bankers' Review Committee Name Change
- Resolution No.____-Accepting an Endowment Fund Grant from CFES for the Bandstand
- Ordinance No.____- 1st Reading- Fire Station 2 Utilities Easement
- Ordinance No.____-1st Reading- Budget Amendment- Lot 1 & 11
- Ordinance No. 2380-2nd Reading- Community Outreach Addition Team & Youth
- Ordinance No. 2381-2nd Reading- Fitzwater Lift Station and Paleo Well No. 3
- Ordinance No. 2382-2nd Reading- Brass Casings

Posted: 3/24/16

1 **CITY OF SALISBURY, MARYLAND**

2
3 **REGULAR MEETING**

MARCH 14, 2016

4
5 **PUBLIC OFFICIALS PRESENT**

6
7 *Council President John “Jack” R. Heath*
8 *Council Vice-President Laura Mitchell*
9 *Councilman Muir Boda*

Mayor Jacob R. Day
Councilwoman April Jackson
Councilman James Ireton, Jr.

10
11 **IN ATTENDANCE**

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

17 *****
18 **CITY INVOCATION – PLEDGE OF ALLEGIANCE**

19
20 *The City Council met in regular session at 6:00 p.m. in Council Chambers. Council President*
21 *Heath called the meeting to order. Following the City Invocation provided by Pastor David*
22 *Hudson of Living Stones Church, those in attendance recited the Pledge of Allegiance.*

23
24 **COMMUNITY ORGANIZATION PRESENTATION**

25
26 *Telamon – Housing and Financial Literacy –presented by Operations Coordinator Rosa*
27 *Rodriguez and Case Manager Fritz Jeudy*

28
29 *President Heath invited Operations Coordinator Rosa Rodriguez and Case Manager Fritz Jeudy*
30 *to the podium to discuss Telamon- Housing and Financial Literacy. Ms. Rodriguez and Mr.*
31 *Jeudy shared the services provided by Telamon which include education services, job training,*
32 *support, and services suited to the individual’s career goals such as assistance with finding a*
33 *job, assessment of skills and interests, career counseling, classroom training, counseling,*
34 *customized training programs, emergency services, emergency housing assistance, English as a*
35 *Second Language (ESL), job training and placements, local job market information,*
36 *occupational credentials, on the job training, pesticide safety training, pre-employment training,*
37 *remedial education and GED preparation, skill upgrades, supportive services, and work*
38 *experience. The program’s funding is provided by the US Department of Labor.*

39
40 **ADOPTION OF LEGISLATIVE AGENDA**

41
42 *Mr. Boda moved and Mrs. Mitchell seconded to approve the legislative agenda.*

43
44 *Mr. Boda moved to amend the legislative agenda by striking Resolution No. 2603 – authorizing a*
45 *MOU with the Department of Justice Office on Violence Against Women, from the agenda as it*
46 *was already approved on February 22, 2016. Mrs. Mitchell seconded, and the motion was*

47 *unanimously approved.*

48

49 *Mrs. Mitchell moved to further amend the agenda by removing Resolution No. 2605 - approving*
50 *the appointment of Matthew Auchey to the Ethics Commission for the term ending February*
51 *2020 from the Consent Agenda to be placed immediately after the Consent Agenda. Ms. Jackson*
52 *seconded, and the motion was unanimously approved.*

53

54 *The amended Legislative Agenda was unanimously approved.*

55

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

57

58 *The amended Consent Agenda was unanimously approved on a motion and seconded by Mrs.*
59 *Mitchell and Ms. Jackson, respectively:*

60

- *February 1, 2016 Closed Session minutes*
- *February 1, 2016 Work Session minutes*
- *February 16, 2016 Special Meeting minutes*
- *February 16, 2016 Work Session minutes*
- *February 22, 2016 Regular Meeting minutes*
- *March 7, 2016 Work Session minutes*
- **Resolution No. 2600** – approving and adopting the stated objectives of the twenty (2015-2035) year Envision Salisbury Master Plan
- **Resolution No. 2601** – approving and adopting the stated recommendations of the 2016 Salisbury Zoo Master Plan
- **Resolution No. 2602** – authorizing the Capacity Fee of the City’s Comprehensive Connection Charge be waived for a development known as Riverview Commons, located at 150 West Market Street
- **Resolution No. 2604** – approving the appointment of Charles Ryan Weitzel to the Sustainability Advisory Committee - GREEN TEAM for the term ending December 2019
- **Resolution No. 2606** – Appointing Jeremy Kirkendall to the Bicycle Pedestrian Advisory Committee
- **Manufacturers Exemption Request** - K&L Microwave, Inc.

RESOLUTION NO. 2605 – approving the appointment of Matthew Auchey to the Ethics Commission

Ms. Jackson moved and Mrs. Mitchell seconded to approve Resolution No. 2605.

Mrs. Mitchell moved, Mr. Boda seconded, and the vote was unanimous to strike “Ethics” on Line 4 and insert “Historic District.”

Resolution No. 2605, as amended, was unanimously approved.

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

63 *The Award of Bids, consisting of the following items, was unanimously approved on a motion by*
64 *Mrs. Mitchell that was seconded by Mr. Boda:*

65		
66	• <i>Change Order #1, Contract RFP 110-15, Riverwalk Repairs- Phase 2</i>	<i>\$260,672.00</i>
67	• <i>Change Order #1, Contract A-22-16, Citywide Milling and Paving</i>	<i>\$260,000.00</i>
68	• <i>Declaration of Surplus, City-owned real property</i>	<i>\$ 0.00</i>
69	• <i>Declaration of Surplus, Port of Salisbury Marina</i>	<i>\$ 0.00</i>
70		

71 **ORDINANCES** – presented by City Attorney Mark Tilghman

- 72
- **Ordinance No. 2374** – 2nd reading - approving a budget amendment of the FY16 Fire Department Budget to transfer insurance funds received by the City to the Fire Department Operating Budget from the General Fund for revenue received for repairs performed on Engine 16-1

Mr. Boda moved, Mrs. Mitchell seconded, and the vote was unanimous to approve Ordinance No. 2374 for second reading.

- **Ordinance No. 2375** – 2nd reading - approving a budget amendment of the FY16 Fire Department Budget to transfer funds from the City to the Fire Department Operating Budget from the General Fund

Mrs. Mitchell moved, Ms. Jackson seconded, and the vote was unanimous to approve Ordinance No. 2375 for second reading.

- **Ordinance No. 2376** – 2nd reading - approving an amendment of the FY Budget to appropriate funds for traffic equipment repairs and maintenance

Mr. Boda moved, Mrs. Mitchell seconded, and the vote was unanimous to approve Ordinance No. 2376 for second reading.

- **Ordinance No. 2377** – 2nd reading - approving an amendment to the schedule of maximum towing and storage fees

Mrs. Mitchell moved, Ms. Jackson seconded, and the vote was unanimous to approve Ordinance No. 2377 for second reading.

- **Ordinance No. 2378** – 2nd reading - to amend Chapter 15.24.1620 Determination of Functional Family of the Salisbury City Code to amend the requirements of Functional Family

Ms. Jackson moved, Mr. Boda seconded, and the vote was unanimous to approve Ordinance No. 2378 for second reading.

- **Ordinance No. 2379** – 2nd reading - to amend Chapter 17.04.120 Zoning definitions of the Salisbury City Code to amend the requirements of Functional Family

Mr. Boda moved, Mrs. Mitchell seconded, and the vote was unanimous to approve Ordinance No. 2379 for second reading.

73 **PUBLIC COMMENTS**

74

75 *One member of the public provided the following comments:*

76

77 • *Speaker received a notice in the mail last Fall from Hagerstown, MD stating he owed*
78 *the City of Salisbury for a criminal traffic act of driving 37 miles per hour on East*
79 *Main Street, which is supposedly a school zone*

80 • *Speaker visited the Mayor's Office and tried to find out when the area was officially*
81 *zoned as a school zone and documentation of the City's compliance with MD Section*
82 *21, Sub-section 809 regarding street signage*

83 • *Speaker was informed to contact the City Attorney*

84 • *Speaker opined the City's signage was not in compliance*

85 • *If a person is driving into Salisbury on Rt. 50, and drives South on Davis Street, and*
86 *left on East Main Street, the only speed limit sign they will pass is a 35 mile per hour*
87 *sign (not a 25 mile per hour regulatory sign) from that point East of the intersection*

88 • *Speaker had subpoenas for City Administrator and Police Chief for Circuit Court case*

89

90 **ADJOURNMENT**

91

92 *Council President Heath adjourned the Legislative Session at 6:47 p.m. upon a motion and*
93 *second by Mrs. Mitchell and Mr. Boda, respectively, and by unanimous vote in favor.*

94

95

96

97

98

99

100

101

102

103

104

105

106

107

108

109

CITY OF SALISBURY, MARYLAND
CLOSED SESSION
MARCH 7, 2016

110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152

TIME & PLACE: 4:30 p.m., Government Office Building – Room 301
PURPOSE: To discuss the appointment, employment, assignment, promotion, demotion, discipline, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals
VOTE TO CLOSE: Unanimous (4-0)
CITATION: Annotated Code of Maryland §10-508(a)(1)
PRESENT: Council President John “Jack” R. Heath, Mayor Jacob R. Day, Council Vice-President Laura Mitchell, Councilman Muir Boda, Councilman James Ireton, Jr., Assistant City Administrator Julia Glanz, Internal Services Director Keith Cordrey, H/R Manager Jeanne Loyd, City Attorney Mark Tilghman, and City Clerk Kimberly R. Nichols
NOT PRESENT: Councilwoman April Jackson

The City Council convened in Open Session in Room 301 in the Government Office Building at 4:30 p.m.; President Heath immediately called for a motion to convene in Closed Session to discuss the appointment, employment, assignment, promotion, demotion, discipline, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals in accordance with the Annotated Code of Maryland §10-508(a)(1). Thereafter, Council convened in Closed Session on a motion by Mrs. Mitchell which was seconded by Mr. Boda and approved on a 4-0 vote in favor.

At 5:25 p.m., the Closed Session adjourned on a motion by Mr. Boda which was seconded by Mrs. Mitchell and approved by a 4-0 vote in favor. At 5:30 p.m., Council convened in Open Work Session in Council Chambers, Room 301 of the Government Office Building. President Heath then reported that while in Closed Session Council had a discussion about employee benefits.

Thereafter, Council moved forward with the Work Session Agenda.

CITY OF SALISBURY, MARYLAND

CLOSED SESSION
MARCH 14, 2016

153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194

TIME & PLACE: 5:00 p.m., Government Office Building – Room 301
PURPOSE: To discuss the appointment, employment, assignment, promotion, demotion, discipline, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals
VOTE TO CLOSE: Unanimous (5-0)
CITATION: Annotated Code of Maryland §10-508(a)(1)
PRESENT: Council President John “Jack” R. Heath, Mayor Jacob R. Day, Council Vice-President Laura Mitchell, Councilwoman April Jackson, Councilman Muir Boda, Councilman James Ireton, Jr., City Administrator Tom Stevenson, Assistant City Administrator Julia Glanz, Neighborhood Services and Code Compliance Director Susan Phillips, H/R Manager Jeanne Loyd, City Attorney Mark Tilghman, and City Clerk Kimberly R. Nichols

The City Council convened in Open Session in Room 301 in the Government Office Building at 5:00 p.m. President Heath called for a motion to convene in Closed Session to discuss the appointment, employment, assignment, promotion, demotion, discipline, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals in accordance with the Annotated Code of Maryland §10-508(a)(1). Council immediately convened in Closed Session thereafter upon a motion and seconded by Mrs. Mitchell and Mr. Boda respectively, and by unanimous vote in favor.

At 5:40 p.m., the Closed Session adjourned on a motion by Mrs. Mitchell which was seconded by Ms. Jackson and approved by a 5-0 vote in favor.

At 6:00 p.m., Council convened in Legislative Session in Council Chambers, Room 301 of the Government Office Building. President Heath then reported that while in Closed Session Council had a discussion about a personnel matter.

Thereafter, Council moved forward with the Legislative Session Agenda.

City Clerk

Council President

City of Salisbury



MARYLAND



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

JACOB R. DAY
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

JULIA GLANZ
ASSISTANT CITY ADMINISTRATOR

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

To: Tom Stevenson, City Administrator
From: Michael Moulds, Director of Public Works 
Date: February 24, 2016
Re: Zoo Donation – Red Wolf Enclosure

The Salisbury Zoo Commission received a donation from Mr. and Mrs. Don Ward of Millsboro, Delaware for the construction of a Red Wolf holding enclosure. The enclosure has been constructed and the Salisbury Zoo Commission would like to donate the enclosure to the City of Salisbury for the benefit of the Salisbury Zoo per the attached letter dated February 11, 2016.

Attached is a Resolution for consideration to accept the Red Wolf enclosure donation from the Salisbury Zoo Commission at a value of \$13,495.

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

The Salisbury logical Park

755 South Park Drive
Post Office Box 2979
Salisbury, MD 21802-2979

Office: 410-548-3188
Education: 410-546-3440
Fax: 410-860-0919
www.salisburyzoo.org

February 11, 2016

Mr. Mike Moulds
Director
City of Salisbury
Department of Public Works
125 N. Division St., Room 202
Salisbury, MD 21801

Re: Zoo Donation

Dear Mr. Moulds,

Mr. and Mrs. Don Ward of Millsboro, DE made a gift to the Salisbury Zoo Commission. Consistent with the wishes of the donors a portion of that gift has been used to fund the construction of a chain link holding enclosure adjacent to the Zoo's new Animal Health Facility. The primary purpose of the facility will be to provide secure, segregated holding for the Zoo's red wolves should husbandry and the welfare of the animals require that some or all of the wolves be relocated from their primary exhibit. When not required for the management of the wolves the facility may be used to temporarily house other collection animals.

As approved by the Salisbury Zoo Commission Board of Directors the Commission would like to donate the facility to the City of Salisbury for the benefit of the Salisbury Zoo. The value of the enclosure is \$13,495.

If you have any questions please feel free to contact me or Ralph Piland at the Zoo.

Sincerely,



Ron Alessi
Chairman, Salisbury Zoo Commission

Salisbury Zoo Commission:

Ronald G. Alessi, Sr./Chairman

Eric Phippen/Vice Chairman

Carol Scissons/Secretary

James Maybury/Treasurer

Linda Wainer/Board Member

Brian Raygor/Board Member

Karen Lutz/Board Member

Matt Likovich/Board Member

Sarah Rayne/Board Member

Susan Jones/Board Member

Ralph Piland/Director, ex-officio

1 RESOLUTION NO. 2607

2
3 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND ACCEPTING A
4 DONATION OF A WOLF ENCLOSURE FROM THE SALISBURY ZOO
5 COMMISSION FOR THE SALISBURY ZOOLOGICAL PARK.

6
7 WHEREAS, the Council of the City of Salisbury supports the acceptance of
8 donations at the Salisbury Zoo; and

9
10 WHEREAS, the Salisbury Zoo Commission would like to donate to the City an
11 enclosure suitable for housing red wolves; and

12
13 WHEREAS, the Salisbury Zoo Commission received a donation from Mr. and Mrs.
14 Don Ward of Millsboro, DE that funded the construction of the wolf enclosure; and

15
16 WHEREAS, the Zoo has inspected and approved the wolf enclosure as constructed.

17
18 NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Salisbury,
19 Maryland does hereby accept the donation of the red wolf enclosure valued at a maximum
20 of approximately \$13,495.

21
22 THIS RESOLUTION was introduced and duly passed at a meeting of the Council
23 of the City of Salisbury, Maryland held on _____, 2016 and is to become effective
24 immediately upon adoption.

25
26 ATTEST:

27
28
29 _____
30 Kimberly R. Nichols
31 CITY CLERK

John R. Heath
PRESIDENT, City Council

32
33
34 APPROVED by me this _____ day of _____, 2016

35
36
37 _____
38 Jacob R. Day
39 MAYOR, City of Salisbury

City of Salisbury



MARYLAND



JACOB R. DAY
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

JULIA GLANZ
ASSISTANT CITY ADMINISTRATOR

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

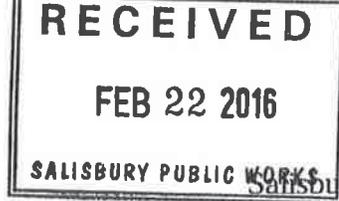
MICHAEL S. MOULDS, P.E.
DIRECTOR OF PUBLIC WORKS

To: Tom Stevenson, City Administrator
From: Michael Moulds, Director of Public Works *MM*
Date: February 24, 2016
Re: Donation – Boundless Playground Library

The Cadettes of Girl Scout Troop 634 would like to donate a “Lovely Little Library” to the City of Salisbury per the attached letter dated February 8, 2016. The library stand will be placed near the community garden at the Boundless Playground and will benefit of the residents of the City.

Attached is a Resolution for consideration to accept the Boundless Playground library donation from Girl Scout Troop 634 at a value of \$200.

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



616 Pine Bluff Rd
Salisbury, Maryland 21801
February 8, 2016

Mr. Michael Moulds
Director, Public Works
City of Salisbury
125 N Division St
Salisbury MD 21801

Dear Mr Moulds,

The Cadettes of Girl Scout Troop 634 are working on their Silver Award project this year. The Silver Award is the second-highest honor available to Girl Scouts, and the highest honor that Cadettes may earn. It requires approximately 50 hours of work, and will result in a sustainable, lasting effect upon the community it serves.

We have chosen to encourage literacy by building "Lovely Little Libraries" – decorative, weatherproof boxes that will contain an assortment of free books. People will be encouraged to take a book home and/or leave a book that others may enjoy.

We are writing to ask if you will support our efforts by allowing us to donate a Lovely Little Library near a community garden at the Boundless Playground. The value of the library stand and its contents will be approximately \$200.

If you have any questions about our project, please feel free to contact me at 410-749-9759. We look forward to hearing from you!

Sincerely,

A handwritten signature in cursive script that reads "Julie Peters".

Julie Peters, Leader
Girl Scouts of the Chesapeake Bay
Troop 634

RESOLUTION NO. 2608

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND ACCEPTING A DONATION OF A LOVELY LITTLE LIBRARY AT THE BOUNDLESS PLAYGROUND FROM GIRL SCOUT TROOP 634.

WHEREAS, the Council of the City of Salisbury supports the acceptance of donations at public facilities; and

WHEREAS, Girl Scout Troop 634 would like to donate to the City a library stand that consists of a weatherproof enclosure containing free books; and

WHEREAS, the "Lovely Little Library" will be located near the community garden at the Boundless Playground.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Salisbury, Maryland does hereby accept the donation of a library stand valued at a maximum of approximately \$200.

THIS 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, City Council

APPROVED by me this _____ day of _____, 2016

Jacob R. Day
MAYOR, City of Salisbury

INTER

OFFICE

MEMO

OFFICE OF THE MAYOR

To: Tom Stevenson
From: Julia Glanz, Assistant City Administrator
Subject: Appointment to the Mayor's Council in Support of People with Disabilities
Date: March 9, 2016

Mayor Day would like to appoint the following person to the Mayor's Council in Support of People with Disabilities for the term ending as indicated.

<u>Name</u>	<u>Term Ending</u>
Michael Dyer	March 2018

Attached you will find information from Michael Dyer 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

Michael Dyer, CPA, LGSW
Executive Director United Needs & Abilities, Inc.
Bio

Michael Dyer (Mike) has a Bachelors degree in Business Management/Accounting from the University of Maryland and a Master of Social Work degree (MSW) from Salisbury University. He is licensed in Maryland as a Certified Public Accountant (CPA) and a Licensed Graduate Social Worker (LGSW). After a successful career in business, spanning over twenty years, which included owning and operating a CPA firm and managerial positions at Perdue Farms, Mike pursued his passion to serve others through human service administration. In 2009, Mike became the CEO of UNA. Mike has served as the Executive Director of the Worcester County Local Management Board and as an adjunct professor in the MSW program at Salisbury University. He is a board member of Maryland Association of Community Services (MACS), a Weinberg Fellow, former President of the Delmarva Chapter of the Institute of Management Accountants and former Vice-Chair of the Maryland Association of Local Management Boards. Mike and his wife Ellen have five children (two live in Salisbury) and seven grandchildren.



RECEIVED
MAR 9 2016

United Needs & Abilities, Inc.
Formerly, The Epilepsy Association of the Eastern Shore, Inc.

March 4, 2016

Mayor Jake Day
City of Salisbury
125 N. Division Street, Room 304
Salisbury, MD 21801

Dear Mayor Day,

Please accept this letter as an expression of my intent to serve on the Mayor's Council in Support of People with Disabilities. Serving individuals with disabilities is my passion, mission, and vocation. I have attached my bio. I would appreciate your consideration for appointment to this council.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Dyer', is written over the typed name and title.

Michael Dyer, CPA, LGSW
Executive Director

688 East Main Street | Salisbury, Maryland 21804 | O. 410.543.0665 | F. 410.543.0432 | T.F. 800.776.5694

www.una1.org

Mid-Shore Region/Easton, MD | O. 410.822.5101 | Upper Shore Region/Elkton, MD | O. 410.620.2684 | F. 410.620.2580
Member | United Fund of Talbot County; United Way of Caroline, Cecil, Kent and Queen Ann's Counties

Administration Michael Dyer, CPA, LGSW Wicomico Chief Executive Officer Michael Dyer (Mike) has a Bachelors degree in Business Management/Accounting from the University of Maryland and a Master of Social Work degree (MSW) from Salisbury University. He is licensed in Maryland as a Certified Public Accountant (CPA) and a Licensed Graduate Social Worker (LGSW). After a successful career in business, spanning over twenty years, which included owning and operating a CPA firm and managerial positions at Perdue Farms, Mike pursued his passion to serve others through human service administration. In 2009, Mike became the CEO of UNA. Mike has served as the Executive Director of the Worcester County Local Management Board and as an adjunct professor in the MSW program at Salisbury University. He is a board member of Maryland Association of Community Services (MACS), a Weinberg Fellow, former President of the Delmarva Chapter of the Institute of Management Accountants and former Vice-Chair of the Maryland Association of Local Management Boards. Mike and his wife Ellen have five children (four live in Salisbury) and seven grandchildren - See more at: <http://www.una1.org/about/staff#sthash.JOTkJPYW.dpuf>



1 **RESOLUTION NO. 2609**

2
3 BE IT RESOLVED, by the City of Salisbury, Maryland that the following
4 individual is appointed to the Mayor’s Council in Support of People with Disabilities, for
5 the term ending as indicated.

6
7

<u>Name</u>	<u>Term Ending</u>
Michael Dyer	March 2018

8
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 March _____, 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

INTER

OFFICE

MEMO

OFFICE OF THE MAYOR

To: Tom Stevenson
From: Julia Glanz, Assistant City Administrator
Subject: Appointment to the Mayor's Council in Support of People with Disabilities
Date: March 8, 2016

Mayor Day would like to appoint the following person to the Mayor's Council in Support of People with Disabilities for the term ending as indicated.

<u>Name</u>	<u>Term Ending</u>
Stephen Hause	March 2018

Attached you will find information from Stephen Hause 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

GROSS POINTE CHURCH OF THE NAZARENE

410-742-3820
deafpastor@crosspointe
naz.org

**27765 Nanticoke Rd.
Salisbury Md, 21801**

March 8, 2016

Dear Mayor Day,

For the past 15 years I have been a pastor to the deaf community in different places around the country. I have noticed some wonderful things that are happening in Salisbury to bring cultural diversity to our city. I would greatly appreciate the opportunity to work with you on the Mayor's council for cultural diversity and disabilities. I look forward to what Salisbury can be in the years to come and I am excited to do my part to help in that process.

Sincerely yours,

Stephen Hause

Pastor of REACH Ministries

Stephen Hause

213 Monticello Avenue
Salisbury, MD 21801
Cell: 443-359-8053
Office: 410-742-3840
deafpastor@crosspointenaz.org

FAMILY

Wife- Debbie Hause

Sons- Christian-12, Andrew-11

PROFILE

The Lord has called us to “Therefore, **GO** and make disciples....” (Matthew 28:19 emphasis mine). Specifically Romans 10:14-15 says “**14 How then will they call on him in whom they have not believed? And how are they to believe in him of whom they have never heard? And how are they to hear without someone preaching? 15 And how are they to preach unless they are sent? As it is written, ‘How beautiful are the feet of those who preach the good news!’” (ESV)** From these mandates I have known my work as a pastor is to tend, train and care for the 99, but always to pursue the 1 yet to be with the body. In my call to ministry I have developed a number of skills ranging from being fluent in American Sign Language (ASL), Preaching the gospel, leadership development, ministry planting just to name a few. Currently my focus is to not only train leaders/ pastors for future ministry, but also to bring a greater awareness to Deaf Ministries not only in the church of the Nazarene, but to the whole church body.

EXPERIENCE

Pastor to the Deaf, Cross Pointe Church of the Nazarene Salisbury, Md, 2011-Present
When I first arrived I inherited a very young ministry that was still an integrated ministry (Interpreting worship services, little to no deaf leadership). We currently have a full Deaf worship experience weekly and the majority of leadership are deaf. Over the past 5 years I have been able become a known and trusted fixture in the community. My focus has been to not only develop the leadership in the ministry, but also to continue to reach out to prepare to plant new preaching points and future ministry plants along the Eastern Shore of MD.

**American Sign Language Teacher, Salisbury Christian School Salisbury Md
2011-2015**

Fall of 2011 I started teaching ASL I, II, III. These classes covered a range of skills from introduction to the language, and ending with some basic skills needed if the students wish to continue into interpreter training programs. The students were required to do myriad of projects that were comprehensive in training them to their particular focus depending on their skill level.

Pastor to the Deaf, College Church of the Nazarene, Olathe KS, 2006-2009

I took over from the previous deaf pastor during a time of transition. The ministry was a well established ministry. During this time I was able to work with other deaf pastors in the area to coordinate a better ecclesiastic teamwork.

Associate Pastor to the Deaf, College Church of the Nazarene, Olathe KS, 2004-2006

In this role I was in an apprentice role. I worked very closely with the senior deaf pastor through all of his daily experiences. I taught Sunday school weekly, and in the absence of the senior pastor I preached the Sunday morning message. I was responsible for working with other leaders in community activities.

Youth pastor to the Deaf, College Church of the Nazarene, Olathe KS, 2000-2004

I start with this ministry when the senior deaf pastor mentioned there was a desire for a youth program. He knew I was called to ministry and asked if I wouldn't mind developing the youth program. We worked closely together to start a very successful ministry for CODA's, Hard-of-hearing, and Deaf teens.

EDUCATION

Nazarene Bible College, Colorado Springs CO — B.A. Pastoral Ministries, 2012

University of Maryland Eastern Shore, Princess Anne Md—M.S. Rehabilitation counseling, projected graduation spring 2017

ORDINATION

Church of the Nazarene April 2013

SKILLS

2nd Language- ASL, Teaching and Preaching the gospel, leadership development, pastoral care, ministry planting, community resourcing, public speaking.

Strengths (Clifton Strength Finders)

Woo

Maximizer

1 **RESOLUTION NO. 2610**

2
3 BE IT RESOLVED, by the City of Salisbury, Maryland that the following
4 individual is appointed to the Mayor's Council in Support of People with Disabilities, for
5 the term ending as indicated.

6
7

<u>Name</u>	<u>Term Ending</u>
Stephen Hause	March 2018

8
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 March _____, 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

INTER

OFFICE

MEMO

OFFICE OF THE MAYOR

To: Tom Stevenson
From: Julia Glanz, Assistant City Administrator
Subject: Reappointment to the Salisbury Zoo Commission
Date: March 17, 2016

Mayor Day would like to reappoint the following person to the Salisbury Zoo Commission with the term ending as indicated.

<u>Name</u>	<u>Term Ending</u>
Susan U. Jones	March 2019

Attached you will find information from Susan U. Jones and the Resolution necessary for her 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

BOARD OF EDUCATION OF WICOMICO COUNTY



John E. Fredericksen, Ph.D.
Superintendent of Schools

2424 NORTHGATE DRIVE, SUITE 100

P.O. Box 1538
Salisbury, MD 21801

410-677-4400
FAX 410-677-4444
www.wcboe.org

SUCCESS – Every Student, Every Day

Donald L. Fitzgerald
President
Kimberly S. Hudson
Vice President
Tyrone A. Chase, PhD.
Carolyn J. Elmore, Ed.D.
Joseph Ollinger
John Palmer
Ronald O. Willey

January 29, 2016

Mr. Jake Day
Mayor for the City of Salisbury
125 N. Division Street, Room 304
Salisbury, Maryland 21801-4940

Dear Mayor Day:

Ref: Membership on the Zoo Commission & Education Committee

I would like to continue in my role as a member of the Salisbury Zoo Commission and the Salisbury Zoo's Education Committee. As the Director of the Elementary Education program for the Wicomico County Public Schools, I have seen firsthand the value of our students interfacing with the many educational opportunities our city zoo offers throughout the school year and beyond.

Please consider me for opportunity to maintain my seat on the Salisbury Zoo Commission and the Salisbury Zoo's Education Committee. It will truly be my honor to continue to serve in this capacity on both the Zoo Commission and the Education Committee.

Please feel free to contact me should you have questions regarding my interest in seeking these seat on the Salisbury Zoo Commission and the Salisbury Zoo's Education Committee.

Sincerely,

A handwritten signature in cursive script that reads "Susan U. Jones".

Susan U. Jones
Director of Elementary Education

C: Mr. Ronald Alessi, Sr.

Susan Uhlan Jones

P.O. Box 1042

Salisbury, Maryland 21802

Personal Cell Phone: 443.553.0572

Business Phone: 410.677.4559

Objective: To maintain membership of the Salisbury Zoo Commission and the Salisbury Zoo's Education Committee

Education:

<i>Wilmington University</i>	Georgetown, Delaware
Degree:	Doctorate in Innovation and Leadership
Major:	K-12 Education
Year:	<i>Anticipated Spring 2015</i>
<i>Loyola College</i>	Baltimore, Maryland
Degree:	Masters in Education
Major:	Education Administration and Supervision
Year:	1993
<i>Salisbury University</i>	Salisbury, Maryland
Degree:	Bachelors of Science
Major:	Elementary Education, Grades 1 – 8
Year:	1987
<i>Northern High School</i>	Owings, Maryland
Diploma:	Maryland High School Diploma
Year:	1983

Experience:

<i>Director of Elementary Education</i>	2009 – Present
Wicomico County Public Schools 101 Long Avenue Salisbury, Maryland 21804	
<i>Executive Director for Elementary Education</i>	2007 - 2009
Cecil County Public Schools 201 Booth Street Elkton, Maryland 21921	
<i>Principal</i>	2003 - 2007
Cecil County Public Schools Bay View Elementary School 910 North East Road North East, Maryland 21901	
<i>Principal</i>	2001 - 2003
Cecil County Public Schools	

Cecilton Elementary School
251 West Main Street
Cecilton, Maryland 21913

Assistant Principal 2000 - 2001
Cecil County Public Schools
Elk Neck Elementary School
41 Racine School Road
North East, Maryland 21901

Assistant Principal 1998 - 2000
Cecil County Public Schools
Bay View Elementary School
910 North East Road
North East, Maryland 21901

Local Support Teacher 1997 - 1998
Cecil County Public Schools
Bay View Elementary School
910 North East Road
North East, Maryland 21901

Grade 5 Classroom Teacher 1995 - 1997
Cecil County Public Schools
Rising Sun Elementary School
500 Hopewell Road
Rising Sun, Maryland 21911

Grade 2 Classroom Teacher 1994 - 1995
Cecil County Public Schools
Conowingo Elementary School
471 Rowlandsville Road
Conowingo, Maryland 21918

Grade 4 Classroom Teacher 1987- 1994
Cecil County Public Schools
Conowingo Elementary School
471 Rowlandsville Road
Conowingo, Maryland 21918

Affiliations: Association of Supervision and Curriculum Development
Eastern Shore Reading Council
International Reading Association
Mariner's Bethel United Methodist Church

References: Dr. Margo Handy 410-677-4599
Assistant Superintendent for Instruction
Wicomico County Public Schools
101 Long Avenue
Salisbury, Maryland 21804

Dr. John Fredericksen 410-677-4400
Superintendent of Schools
Wicomico County Public Schools
101 Long Avenue
Salisbury, Maryland 21804

Dr. Bonnie Ennis 410-677-4400
Coordinator of Mathematics
Wicomico County Public Schools
101 Long Avenue
Salisbury, Maryland 21804

Mrs. Regina Rando 410-677-5819
Principal
Wicomico County Public Schools
Willards Elementary School
36161 Richland Road
Willards, Maryland 21874

Additional References Available Upon Request



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

January 6, 2016

TO: Tom Stevenson

FROM: Colonel David Meienschein

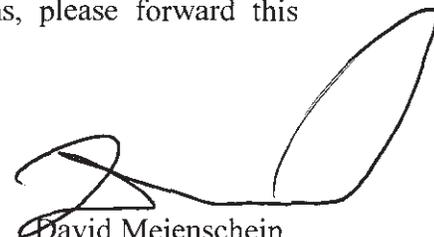
SUBJECT: Resolution – Acquisition of Forfeited Motor Vehicle

As the result of a criminal case in Circuit Court handled by SPD officers the court, as part of the disposition of the case has ordered the forfeiture of a 2003 Chrysler 300M, VIN: 2C3AE76K63H536558. Furthermore, the court ordered that the aforementioned vehicle be awarded to the Salisbury Police Department.

The police department has determined that the vehicle needs minimal cosmetic and mechanical work, and is in reasonably good condition. The police department has the need for the vehicle and would be greatly beneficial to be used for administrative functions such as but not limited to out of town travel for schools and business meetings and reduce fuel costs by not having to use a police cruiser. The approximate value of the vehicle is \$1,950.00.

The police department requests that the vehicle be accepted and that the vehicle be incorporated into the SPD fleet.

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



David Meienschein
Assistant Chief

1 RESOLUTION NO. 2612

2
3 A RESOLUTION OF THE CITY OF SALISBURY APPROVING THE ACQUISITION
4 OF A 2003 CHRYSLER 300M, VIN: 2C3AE76K63H536558. VEHICLE FORFEITED BY
5 THE COURT FOR WICOMICO COUNTY, MARYLAND TO THE SALISBURY POLICE
6 DEPARTMENT.

7
8 WHEREAS, as the result of a criminal case in Circuit Court handled by SPD officers, the court,
9 as part of the disposition of the case, has ordered the forfeiture of a 2003 Chrysler 300M, VIN:
10 2C3AE76K63H536558 and

11
12 WHEREAS, the Court for Wicomico County, Maryland has awarded the aforementioned vehicle
13 to the Salisbury Police Department; and

14
15 WHEREAS, the police department has determined that the vehicle needs minimal cosmetic and
16 mechanical work, and is in reasonably good condition; and

17
18 WHEREAS, the police Department has the need for the vehicle and would be greatly beneficial
19 to be used for administrative functions such as but not limited to out of town travel for schools,
20 and business meetings and reduce fuel costs by not having to use a police cruiser.

21
22 WHEREAS, the approximate value of the vehicle is \$1,950.00.

23
24 WHEREAS, the police department requests that the vehicle be accepted and that the vehicle be
25 incorporated into the SPD fleet.

26
27 NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
28 SALISBURY, MARYLAND, that this forfeited vehicle, 2003 Chrysler 300M be added to the
29 Salisbury Police Department’s fleet to be used for administrative functions

30
31 THIS RESOLUTION was duly passed at a meeting of the Council of the City of
32 Salisbury held on _____, 2016, and is to become effective immediately upon
33 adoption.

34
35
36 ATTEST:

37
38 _____
39 Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

40
41
42 APPROVED BY ME THIS:

43
44 _____ day of _____, 2016

45
46
47 _____
48 Jacob R. Day, Mayor
49

INTER

OFFICE

MEMO

OFFICE OF THE MAYOR

To: Tom Stevenson
From: Theo Williams
Subject: Resolution to Expend FFY15 Emergency Solutions Grant Funds
Date: March 8, 2016

Each year, the City of Salisbury applies for and receives an allocation of state and federal funds to combat homelessness through the Emergency Solutions Grant program. This program is administered by the MD Department of Housing and Community Development. The city applies for these funds on behalf of three homeless service agencies: Diakonia, Samaritan Ministries, and Village of Hope. We received \$121,102 in total funding, distributed as followed:

- Diakonia: \$71,885
- Samaritan Ministries: \$25,555
- Village of Hope: \$23,662

Our funding allocation this year represents an 8% decrease from the previous year, most likely a result of a slight decrease in our homeless numbers between FY13 and FY14. FY15 saw an increase in our homeless numbers, so we should expect an increase in FFY16 ESG funding. These funds are utilized by these agencies for maintenance of operation of their emergency shelter, and, in the case of Diakonia, funding for homeless prevention and “rapid re-housing.” I am happy to answer any other questions you, the Mayor, or council may have.



Maryland Department of Housing and Community Development

LARRY HOGAN
Governor

BOYD K. RUTHERFORD
Lt. Governor

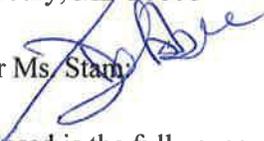
KENNETH C. HOLT
Secretary

ELLINGTON CHURCHILL, JR.
Deputy Secretary

RECEIVED
MAR 04 2016
BY: 

March 1, 2016

Ms. Deborah Stam
Director of Community Development
City of Salisbury
125 N. Division Street
Salisbury, MD 21801

Dear Ms. Stam: 

Enclosed is the fully executed FFY 2015 Grant Agreement for the U.S. Department of Housing and Community Development (HUD) Emergency Solutions Grants Program (ESG), under which the City of Salisbury has been awarded **\$121,802.00** by the Department of Housing and Community Development (DHCD). The grantee number is 16ESG-17-2015. The CDFA Number is 14.231. This funding will support homeless assistance administered by the following service providers. This agreement includes funding provided by the State of Maryland, under the State's ESG:

<u>Service Provider</u>	<u>ESG Funding</u>
Village of Hope	\$23,662.00
Samaritan Ministries, Inc.	\$25,555.00
Diakonia	\$71,885.00

Please contact me at (301) 429-7521 or via email at karen.ashby@maryland.gov if you have any questions about the grant agreement, or other aspects of the Program.

Sincerely,



Karen E. Ashby, Assistant Director
Office of Community Programs

Enclosure



1 RESOLUTION NO. 2613

2 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING
3 THE MAYOR TO ENTER INTO A CONTRACT WITH THE MD DEPARTMENT OF
4 HOUSING AND COMMUNITY DEVELOPMENT (DHCD) FOR THE PURPOSE OF
5 EXPENDING GRANT FUNDS IN THE AMOUNT OF \$121,102.

6 WHEREAS, the City of Salisbury applied for funds through the MD DHCD's
7 Emergency Solutions Grant Program; and

8 WHEREAS, the MD DHCD has awarded the City of Salisbury funds in the amount of
9 \$121,102; and

10 WHEREAS, the City of Salisbury will act as a pass-through entity for Village of Hope,
11 receiving \$23,662; Samaritan Ministries, Inc., receiving \$25,555; and Diakonia, receiving
12 \$71,885; and

13 WHEREAS, the City of Salisbury must enter into a grant agreement with the MD DHCD
14 defining how these funds must be expended; and

15 WHEREAS, §7-29 of the Salisbury City Charter forbids the Mayor from entering into an
16 contract that requires an expenditure not authorized by the City Council;

NOW, THEREFORE BE IT RESOLVED THAT, the Council of the City of Salisbury,
Maryland does hereby authorize Mayor Jacob R. Day to enter into a grant agreement with the
MD DHCD, budget the requisite funds, and expend the awarded funds accordingly.

17 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the
18 Council of the City of Salisbury, Maryland held on March __, 2016 and is to become effective
19 immediately.

20
21 ATTEST:

22
23
24 _____
25 Kimberly R. Nichols
26 CITY CLERK

John R. Heath
CITY COUNCIL PRESIDENT

27
28
29 APPROVED BY ME this _____ day of _____, 2016.
30
31

32 _____
33 Jacob R. Day
34 MAYOR
35

INTER

OFFICE

MEMO

OFFICE OF THE MAYOR

To: Tom Stevenson
From: Theo Williams
Subject: Resolution to Expend FFY15 Justice Assistance Grant Funds
Date: March 8, 2016

The Salisbury Police Department annually applies for and receives grant funding through the Dept. of Justice's Edward Byrne Memorial Justice Assistance Grant (JAG). These funds are used for SPD's various technological needs. This year, we received \$27,871, an 18% decrease in funding from the previous year, as a result of a drop in our crime numbers. These funds will be used by SPD in order to:

- Purchase asset management software for SPD's Procurement Division and Quartermaster's Office
- Large monitoring screens & camera controllers for SPD's upgraded video recording system
- Replacing and upgrading old & obsolete computer, computer accessory, and software

If you have any other further questions, please let me know.

1 RESOLUTION NO. 2614

2 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING
3 THE MAYOR TO ENTER INTO A CONTRACT WITH THE U.S. DEPARTMENT OF
4 JUSTICE'S BUREAU OF JUSTICE ASSISTANCE FOR THE PURPOSE OF EXPENDING
5 GRANT FUNDS IN THE AMOUNT OF \$27,871.

6 WHEREAS, the City of Salisbury applied for funds through the Department of Justice's
7 Edward Byrne Memorial Justice Assistance Grant Program; and

8 WHEREAS, the Department of Justice has awarded the City of Salisbury funds in the
9 amount of \$27,871; and

10 WHEREAS, these funds are to be used to purchase asset management software, upgrade
11 its video recording camera system, and various computer-related purchases; and

12 WHEREAS, the City of Salisbury must enter into a grant agreement with Department of
13 Justice, defining how these funds must be expended; and

14 WHEREAS, § 7-29 of the Salisbury City Charter forbids the Mayor from entering into an
15 contract that requires an expenditure not authorized by the City Council;

16 NOW, THEREFORE BE IT RESOLVED THAT, the Council of the City of Salisbury,
17 Maryland does hereby authorize Mayor Jacob R. Day to enter into a grant agreement with
18 Department of Justice and expend the awarded funds accordingly.

19 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the
20 Council of the City of Salisbury, Maryland held on March __, 2016, and is to become effective
21 immediately.

22 ATTEST:

23 _____
24 Kimberly R. Nichols
25 CITY CLERK

26 _____
27 John R. Heath
28 CITY COUNCIL PRESIDENT

29
30
31 APPROVED BY ME this ____ day of _____, 2016.

32
33
34 _____
35 Jacob R. Day
36 MAYOR
37

City of Salisbury



MARYLAND



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

KEITH A. CORDREY
DIRECTOR OF INTERNAL SERVICES
PROCUREMENT DIVISION

JACOB R. DAY
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

JULIA GLANZ
ASSISTANT CITY ADMINISTRATOR

COUNCIL AGENDA – Award of Bids

March 28, 2016

- | | |
|--|-------------|
| 1. Contract 116-16
Robins Avenue Lift Station Repairs | \$33,000.00 |
| 2. Declaration of Surplus
SPD - Bicycles | \$ 0.00 |

City of Salisbury



MARYLAND



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

JACOB R. DAY
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

JULIA GLANZ
ASSISTANT CITY ADMINISTRATOR

KEITH A. CORDREY
DIRECTOR OF INTERNAL SERVICES

JENNIFER MILLER
ASST. DIRECTOR OF INTERNAL
SERVICES

Council Agenda

March 28, 2016

TO: Mayor and City Council

SUBJECT: Award of Bid – Contract 116-16
Robins Avenue Lift Station Repairs

The City of Salisbury Internal Services Department, Procurement Division, received a request from the Salisbury Public Works Department to solicit bids for Contract 116-16 Robins Avenue Lift Station Repairs. This contract called for two specific repairs: first, to stop water infiltration into the wet well by sealing an existing crack with a chemical grout; second, to grout all joints on the inside of the wet well.

The Procurement Department followed standard competitive bidding practices by advertising in the Daily Times, on the City of Salisbury's website, utilizing the City's vendor list, and advertising on the State of Maryland's website, eMaryland Marketplace. A total of three (3) vendors submitted a bid by the due date and time of February 16, 2016 at 2:30 p.m.:

<u>Vendor</u>	<u>Base Bid</u>	<u>Contingent Items</u>	<u>Total:</u>
Aqua Infrastructure Rehabilitation	\$28,500	\$5,000	\$33,000
Clean Venture	\$86,000	\$4,000	\$90,000
J.J.I.D., Inc.	\$99,000	\$2,500	\$101,500

Funds are available in the noted accounts:

86083-523600 WWTP Skilled Services

Since Aqua Infrastructure Rehabilitation was the lowest responsive and responsible bidder, reference checks yielded favorable replies, and the funds have been confirmed as available, the Procurement Department requests Council's approval to award Contract 116-16 to Aqua Infrastructure Rehabilitation in the amount of \$33,000.

Sincerely,

Jennifer Miller
Assistant Director of Internal Services – Procurement and Parking

City of Salisbury



MARYLAND



JACOB R. DAY
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

JULIA GLANZ
ASSISTANT CITY ADMINISTRATOR

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

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

To: Jennifer Miller, Asst. Director of Internal Services – Procurement
From: Michael Moulds, Director of Public Works
Date: March 7, 2016
Re: Contract 116-16 Robins Avenue Lift Station Repairs

Salisbury Public Works recently advertised a bid for the Robins Avenue Lift Station Repairs. The lift station repairs includes the injection of a hydrophobic polyurethane resin chemical grout to stop an existing leak and secondly to grout all joint with cementitious concrete grout. Additionally, the Contractor will be also responsible for the traffic control plans and implementation of bypass pumping. During the work, the existing wet well will be cleaned and a confined space entry permit will be required.

Bids were opened on Wednesday, February 16, 2016 at 2:30 p.m. for Contract 116-16, Robins Avenue Lift Station Repair. Three (3) responses to this contract were received, as summarized below:

Company	Base Bid	Contingent Items	Total Bid
Aqua Infrastructure Rehabilitation	\$28,000	\$5,000	\$33,000
Clean Venture Inc.	\$86,000	\$4,000	\$90,000
J.J.I.D. Inc.	\$99,000	\$2,500	\$101,500

SPW reviewed the bids in accordance with the contract documents. Aqua Infrastructure Rehabilitation is the lowest responsive and responsible bidder. SPW recommends awarding the contract to Aqua Infrastructure Rehabilitation in the amount of \$33,000.00. There is funding available from the WWTP Skilled Services Maintenance in account number 86083-523600.

Please issue a Purchase Order to Aqua Infrastructure Rehabilitation in the amount of \$33,000.00 for the scope of work specified in Contract 116-16.


Tony Fascelli
Project Engineer


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

City of Salisbury



MARYLAND



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

KEITH A. CORDREY
DIRECTOR OF INTERNAL SERVICES

JENNIFER MILLER
ASST. DIRECTOR OF INTERNAL SERVICES

JACOB R. DAY
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

JULIA GLANZ
ASSISTANT CITY ADMINISTRATOR

Council Agenda

March 28, 2016

TO: Mayor and City Council
RE: Declaration of Surplus – Bicycles
Salisbury Police Department

The City of Salisbury Internal Services Department – Procurement Division received a request from the Salisbury Police Department to declare 110 bicycles surplus. All items were found, forfeited or unclaimed, and attempts to return items to known owners have been unsuccessful. It is the request of the Salisbury PD that items are either sold at auction or donated locally. A detailed list of the items is included.

The Procurement Division requests Council's approval to declare the noted items "surplus" and to allow the Salisbury PD to dispose of them as requested.

Sincerely,

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

City of Salisbury



JAMES IRETON JR.
MAYOR
TOM STEVENSON
CITY ADMINISTRATOR



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



BARBARA DUNCAN
CHIEF OF POLICE

March 11, 2016

To: Jennifer Miller
From: Major Scott Kolb
Subject: Recommendation for Surplus of Bicycles

I am requesting that the attached list of bicycles be deemed surplus. These items will be donated to a local organization.

Respectfully,

A handwritten signature in blue ink, appearing to read "Scott Kolb".

Scott Kolb
Administrative Commander

Police Department

Salisbury, Maryland

MEMORANDUM 006-16

March 1, 2016

To: Major Kolb
Sgt. Devoe
Purchasing Department

From: Teresa Tyndall
Property Custodian

Subject: Auction of Unclaimed Property

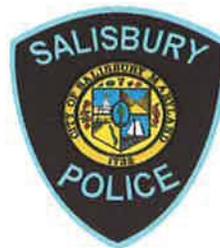
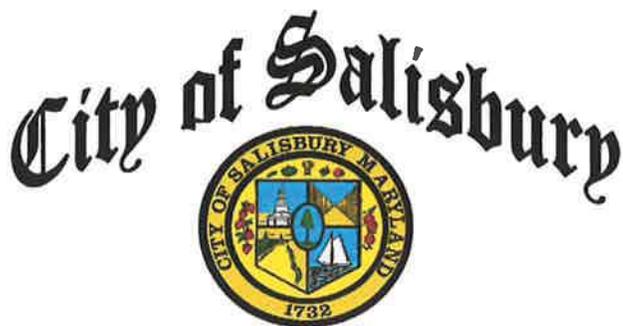
Attached is a list of 10 bicycles, from the Salisbury Police Department's Property Vault which were found, forfeited or unclaimed. These items will be donated with your approval, at the Salisbury City Council. All known owners of this property have been contacted either by mail or by phone and have made no attempt to claim this property.

During preparation for preparing them for sale, we have sorted thru the bicycles and selected the bicycles and placed the bicycles on hold that are in good shape for donation.

Please review the list and advise if you have any questions.

Distribution

Chief of Police
Administrative Commander
Administrative Sergeant
CALEA: 84.1.7



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

SURPLUS BICYCLES FOR DONATION

2014-43903

Jamis Aurora

2015-19853

Roadmaster, Granite Peak, Mountain

2015-21422

Nishiki Montour

2015-22402

Magna, Excitor, Mountain

2015-29222

Roadmaster, Granite Peak, Mountain

2015-29431

Next, Mountain

2015-37161

Quest Fire, Mountain

2015-38099

Mongoose, Mountain

2015-41947

Trek 3700, Mountain

Quest, Mountain

Released Date:

Organization:

Released by:

Released to:

City of Salisbury



JAMES IRETON JR.
MAYOR

TOM STEVENSON
CITY ADMINISTRATOR



Maryland

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



BARBARA DUNCAN
CHIEF OF POLICE

March 11, 2016

To: Jennifer Miller
From: Major Scott Kolb
Subject: Recommendation for Surplus of Bicycles

I am requesting that the attached list of bicycles be deemed surplus. These items will be sold, with your approval, through Property Room.Com.

Respectfully,

A handwritten signature in blue ink, appearing to read "S. Kolb".

Scott Kolb
Administrative Commander

Police Department

Salisbury, Maryland

MEMORANDUM 006-16

March 1, 2016

To: Major Kolb
Sgt. Devoe
Purchasing Department

From: Teresa Tyndall
Property Custodian

Subject: Auction of Unclaimed Property

Attached is a copy of 100 bicycles, from the Salisbury Police Department's Property Vault which were found, forfeited or unclaimed. These items will be sold, with your approval, at the Property Room.Com Auction. All known owners of this property have been contacted either by mail or by phone and have made no attempt to claim this property.

During preparation for preparing them for sale, we have sorted thru and set aside 10 bicycles that are in good shape for donation.

Please review the list and advise if you have any questions.

Distribution

Chief of Police
Administrative Commander
Administrative Sergeant
CALEA: 84.1.7

Surplus Bicycles for PropertyRoom.Com LOT 1

Incident #	Brand Name	Model	Description	Serial Number
2015-21637	Huffy	Cranbrook	Beach Cruiser	BB11A42488
2015-25909	Huffy		Mountain	K00G006675
2015-26650	Magna		Black	DJEC93611
2015-27237 1 of 2	Trek		Gray/Red	205CS5270H
2015-27237 2 of 2	Schwinn		White	SNFSD13EG5708
2015-30702 1 of 2	Mongoose		Silver, Mountain	SNSFD08KB0709
2015-30702 2 of 2	Giant		Gold, Red, Mountain	C0906538
2015-32077			Black, Silver	JF070303414
2015-32617	Next	Wired	BMX, Boys, Silver	LWC1000621
2015-32814	Kent	Heartbreaker	Girls	G1206106601
2015-33285	Magna		Ladies, Blue, Teal	97TD860572
2015-33607	Huffy	Avigo Freestyle	Fade Black, Green	HS150407008
2015-33698	Mongoose		Orange	8NACE10F13337
2015-34715	Schwinn		Ladies, 21 speed, Mountain	SNXDS08D265
2015-35189 1 of 2	Kent		BMX, White spray painted, pink wheels	H8141212387
2015-35189 2 of 2	Mongoose		BMX, Green, purple pedals	SNFSD12M63742
2015-36265	Diamondback		Men's, Mountain, Gray	ACA08M00796
2015-36942	Huffy		Mountain	AL13H013011
2015-37552	Mongoose		Orange	SNFSD14EB4428
2015-38156	Next		Men's, Mountain, Gray, Green, White	DJE032901
2015-38161	Huffy		Blue, Silver, Pink	BB001006044
2015-40117	Next	PowerClimber	Bluem 18 spd, Mountain	68393779
2015-41334	Next	PowerClimber	Red, Mountain, no seat	LWJG017577
2015-42150	Schwinn		Women's, Blue, Silver	S5D118718
2015-42341	Next	Huffy style	Pink	DJEA075308

Surplus Bicycles for PropertyRoom.Com

LOT 4

Incident #	Brand	Model	Description	Serial Number
2015-1211	Magna		Blue	O2TD3442332
2015-8948	Huffy	Tundra	Blue, Mountain	AL06K002893
2015-9001	Murray	Sebring	Red, 10 speed	707G248958
2015-12113	Vormax		Silver,Copper, 24"	BB00H1022516
2015-12163 1of2	Huffy	Panama Jack	Green,White	SNHIC14D2487
2015-12163 2of2	Roadmaster	Granite Peak	Black	SNFSD13G3803
2015-12590	Trek		Mountain, boys, blue	GV600251
2015-13272	Mongoose		Purple	SNFSD12J73321
2015-14485	Pacific	Synergy	Mountain, Purple	
2015-15141	Roadmaster		Mountain, Purple/Black	
2015-16135	Mongoose		Men's, Mountain, White	SNFSD14DN0223
2015-16275	Roadmaster	Mt.Sport	Mountain, Silver	GK51499966
2015-16515	Schwinn		Mountain, Red	SNHUA07K04978
2015-16545			BMX, Pink	HS140810868
2015-17955	Huffy		Ladies, Light Blue	AL1ZH0616520
2015-19637	Huffy	Stone Mountain	24",Blue, Girls	OL99D32707
2015-24563	Roadmaster	Granite Peak	Red, Childrens	SNFSD12FE9389
2015-24642	Raleigh	M20	Women's, Mountain, Purple	T99082856
2015-28632	Trek	820	Gray,Red,Mountain	268C55216H
2015-32101	Huffy		Yellow, Beach cruiser	SNH1J3B677
2015-40332			BMX	ACA050015987
2015-46357	Schwinn	Ranger	Blue	SNJD008B31487
2015-47070	Next	Surge	BMX, black,green,blue	DWFL027997
2015-47205	Mongoose	DXR	Mountain	F0408001190
2015-47977			Black,Purple	SNFSD12J69929

City of Salisbury



JACOB R. DAY
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

JULIA GLANZ
ASSISTANT CITY ADMINISTRATOR

MARYLAND

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

KEITH A. CORDREY
DIRECTOR OF INTERNAL SERVICES

JENNIFER MILLER
ASST. DIRECTOR OF INTERNAL
SERVICES

TO: Tom Stevenson, City Administrator
FROM: Jennifer Miller, Asst. Director of Internal Svcs, Procurement & Parking *JLM*
DATE: March 24, 2016
RE: Lot 30 Land Disposition Contract and Resolution

Attached please find a resolution that will allow the Mayor to execute a Disposition Contract with Green Street Housing for the purchase and redevelopment of Parking Lot 30.

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

Attached: Resolution to accept the submission of RFP 04-15 Re-Bid proposal from Green Street Housing Land Disposition Contract for RFP 04-15 between the City of Salisbury and Green Street Housing

DISPOSITON CONTRACT

THIS DISPOSITION CONTRACT is made this _____ day of _____, 2016, between the City of Salisbury, Maryland, (hereinafter referred to as the "City or "Seller"), and GREEN STREET HOUSING, LLC, a Maryland Limited Liability Company located in Salisbury, Wicomico County, Maryland, (hereinafter referred to as "Buyer").

The Seller does hereby agree to bargain and sell unto Buyer, and Buyer does hereby agree to purchase from Seller the following described property, situated in Salisbury, Wicomico County, State of Maryland:

A. Parking Lot 30, Map 0106, Grid 0017, Parcels 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647 and 1648, as shown in Exhibit B and attached hereto, hereinafter collectively referred to as the "Property."

B. Buyer hereby agrees that Seller will reserve and retain all appropriate easements for sidewalks and for installation and maintenance of utilities and roadways, as approved by the City and City Planning Commission.

C. Seller shall permit non-exclusive use and improvements of Map 0106, Grid 0022, Parcel 1100 and Map 0106, Grid 0016, Parcel 1099, for parking and the installation and maintenance of a playground and open space features (the "Accessory Lots"), as further shown on Exhibit B, attached hereto.

1. PURCHASE PRICE AND METHOD OF PAYMENT:

The Purchase Price shall be TEN THOUSAND AND ONE DOLLARS (\$10,001.00), of which One Thousand Dollars (\$1,000) shall have been paid prior to the signing of this Contract. At the time of the Initial Settlement, hereinafter defined, the initial payment on the Purchase Price shall be ONE DOLLAR (\$1.00) (the "Initial Payment"). At the time of issuance of a Building Permit by the City of Salisbury Building, Permits & Inspections Department, that satisfies the requirements of Section 12.D. of this Disposition Contract, there shall be a Final Settlement. At the time of the Final Settlement, the balance of the Purchase Price, TEN THOUSAND DOLLARS (\$ 10,000.00), shall be paid to Seller (the "Final Payment"). The Seller agrees to acknowledge the difference, if any, between the Buyer's land appraisal and the Purchase Price as Seller's financing contribution to the development.

2. TO BE PAID IN THE FOLLOWING MANNER:

Buyer shall pay the Initial Payment to Seller in cash at the Initial Settlement. At the time of the Final Settlement the Final Payment shall be paid in cash to Seller. The City will apply the One Thousand Dollar (\$1,000) deposit Paid by Buyer to the purchase price at the Final Settlement. The Seller's lawyer will retain possession of the signed deed to the Property until the Final Settlement. The deed will not be recorded until the Final Settlement and the Final Payment is received, in full. This Disposition Contract may be recorded at any time by Buyer or Seller.

3. REPRESENTATIONS OF SELLER.

The Seller makes the following representations and warranties to the Buyer:

A. The Seller is the fee simple owner of the Property and Accessory Lots described above, the outlines of which are to be formally established at the expense of Buyer who will prepare a survey, at its expense, to be used in the preparation of the deed from Seller to Buyer.

B. After the Initial Settlement and prior to recording of the Deed, Seller shall remain in possession of the property until Final Settlement and the Buyer has made the Final Payment. After payment and recording of the deed to Buyer, Seller shall remain a tenant with right to possession of the Property. Green Street Housing, LLC and the City shall execute a Lease Agreement prior to final settlement for the City to continue to operate Parking Lot #30. The Lease Agreement shall be a year-to-year lease renewable by the City or Green Street Housing, LLC annually, at the annual price of \$1.00. If no action is taken by either party, the lease shall automatically renew with the same terms as the prior year until construction commences. The lease shall commence at final settlement. City's rent shall be a total of \$1.00 per year. During the lease, the City shall be responsible for repair & maintenance of the existing lots and any portion of the Property which remains available to be leased by the City for parking each year. The City shall be responsible for all expenses, not caused by the intentional or negligent actions of Green Street Housing, LLC, its agents, employees or Contractors. The City's responsibility shall include but is not limited to paving and patching repairs, sidewalk repairs, storm water repairs, repair of all light poles and bulbs, city real estate taxes and the storm-water management utility fee, snow removal/salting and all utilities. Green Street Housing, LLC shall be responsible for all the county real estate taxes after the payment of \$10,001 and the recording of the deed to Buyer at final settlement.

C. At the Final Settlement, there will be no contracts affecting the Property or any part thereof, no contracts or agreements for the management of the Property, or any part thereof, other than as set forth in this contract, and there will be no commission due or owing in connection with any lease or on account of any tenancy or sale of the Property. It is understood the City may have from time to time contracts for repairs and maintenance of the Parking Lots.

D. The Seller has no knowledge of any actions, suits or proceedings which have been instituted or threatened against or affecting the Property, at law or in equity, before any federal, state or municipal governmental commission, board, bureau, agency or instrumentality which will materially adversely affect the value, occupancy, use or operation of the Property. The Seller will give the Buyer prompt written notice of any such action; suit or proceeding arising subsequent to the date hereof and prior to the Final Settlement Date to the extent Seller acquires knowledge thereof.

E. The Seller has duly and validly authorized, executed and delivered this Contract, and neither the execution and delivery of this Contract nor its performance are restricted by or violate any legal, contractual or other obligation of the Seller.

F. There are no assessments for public improvements against the Property which remain unpaid, including, without limitation, those for construction of sewer or water lines or mains, streets, sidewalks and/or curbs.

G. To the best of the Seller's knowledge, all improvements on the Property lie within the boundaries of the property, but notwithstanding this assertion, Buyer purchases this Property, as is, and, prior to settlement will, at its expense, satisfy itself of the legal boundaries of the Property and will provide a proposed plat and proposed legal description to the City Solicitor prior to settlement for his approval.

4. DELIVERY OF CERTAIN MATERIALS TO SELLER AND BUYER.

A. Not later than Sixty (60) days following the Settlement Notice, hereinafter defined, Buyer shall deliver to the City Solicitor its proposed survey and legal description of the Property to be conveyed pursuant to this Contract.

5. ADDITIONAL UNDERTAKINGS.

A. Seller shall give to the Buyer and its agents, engineers, and other representatives full access to the Property during normal business hours, upon reasonable notice, during the period prior to the Final Settlement. During such period, the Seller shall furnish to Buyer all information concerning the Property which the Buyer may reasonably request. Buyer may, at its sole expense, make such engineering and other studies of the Property prior to the Final Settlement as it may deem necessary.

B. The Seller agrees that, from the date of this Contract to the Final Settlement, it will:

(i) Operate the Property only in the ordinary course and usual manner and that it will not enter into any new lease or enter into any agreement that will encumber the Property.

(ii) Not become a party to any service contract or similar agreement with respect to or affecting the Property without the prior written consent of the Buyer.

(iii) Maintain, at its expense, all existing insurance policies covering the Property. The herein described Property is to be held at the risk of Seller until legal title has passed. Buyer's remedy in the event of loss is limited to return of the deposit.

(iv) The Seller shall make good faith efforts to pursue and will consider alternative financing incentives, not limited to the following, but by way of example: Tax Incremental Financing, Rise Zone, Payment in lieu of Taxes, Enterprise Zone, EDU Incentive Zone, waiving of Building Permit Fees, waiving of Storm-Water Utility Fees, Public funding for improvement of public spaces such as Riverwalk improvements, Lake Street and Fitzwater Street for on-street parking, utility easements and realignment. The City makes no guarantee, however, with regard to its future efforts or approvals of any of these options.

C. All public or governmental charges or assessments against the premises which are or may be payable on an annual basis (including all assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto), shall be adjusted and apportioned as of the Final Settlement and shall be assumed and paid thereafter by the Buyer, whether assessments have been levied or not as of the Final Settlement Date.

D. The cost of all State and local recordation and transfer taxes shall be paid by the Buyer.

E. The Buyer shall have a 60 day Due Diligence period following the execution of this Contract to conduct feasibility and environmental studies for the proposal. If the study is not satisfactory to the Buyer, at the Buyer's full discretion, then and in such event, the Buyer shall have the right within the 60 day period to terminate this contract and forthwith receive a full refund of the Deposit paid hereunder.

F. At the Buyer's full discretion, the Buyer may extend the Due Diligence period upon written notice to seller for an additional 90 days to further Study the Property. The request, however, must be made within the original 60 day period. If the study is not satisfactory to the Buyer, at the Buyer's full discretion, then and in such event, the Buyer shall have the right within the additional 90 day period to terminate this contract and forthwith receive a full refund of the Deposit paid hereunder.

G. The results and findings of all studies and/or assessments performed as a result of this agreement during the Due Diligence period will be shared with Seller and Buyer and remain confidential between the parties.

6. BUYER PURCHASES THE PROPERTY “AS IS.”

A. The obligation of the Buyer to purchase the Property pursuant to the provisions of this Contract is not contingent upon the condition of the Property or any inspection of the property which has or will be conducted by the Buyer after the Due Diligence period and prior to the Final Settlement. During the Due Diligence period, Buyer will conduct a thorough inspection of all aspects of the Property, and the potential hazards present on the Property and will accept the Property in its current condition or may terminate this agreement pursuant to Sections 5.E. and F. above. Seller has made no warranties or representations to Buyer regarding the condition of the said property and Buyer has not relied upon any statements regarding the condition of the Property made by Seller, its agents or contractors. Buyer agrees that the Seller shall not be obligated to perform any environmental assessment and Seller will not be held liable and assumes no responsibility for any remedies, costs or procedures. Buyer will be responsible for all costs associated with its investigation, and Buyer shall restore the Property to its condition prior to any damage caused by Buyer’s tests.

B. Buyer may perform any reasonably required preconstruction engineering tests and environmental assessments. If these tests reveal any environmental or other defects, Buyer shall have no recourse against Seller and Buyer must proceed under the terms of this Disposition Contract.

C. Buyer shall indemnify, defend and save harmless Seller from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses or costs, including interest and attorneys' fees, in any way connected with any injury to any person or damage to any property or any loss to Seller occasioned in any way by hazardous substances or dangerous conditions originating on the property by the negligent or intentional activities of Buyer before, during or after Buyer's acquisition of the property.

D. This indemnity specifically includes the obligation of Buyer to perform any remedial or other activities required or ordered by any properly empowered government official, or otherwise reasonably necessary to avoid injury or liability to any person or to prevent the spread of pollution, originating thereon (hereinafter described as “remedial work”). Buyer shall perform all such work in its own name in accordance with applicable law, as herein defined.

E. Whenever Seller has incurred costs described in this section, Buyer shall, within ten (10) days of receipt of notice thereof, reimburse Seller for all such expenses.

7. SETTLEMENT ATTORNEY/TITLE COMPANY:

Buyer shall have the option of selecting its own Title Insurance company or Title Attorney.

8. SETTLEMENT:

Initial Settlement shall be held in Salisbury, Wicomico County, Maryland, within 90 days of the earlier to occur of a) Buyer’s receipt of a reservation of low-income housing tax credits (“LIHTC”) from the 2016 or 2017 competitive round (the “LIHTC Reservation”) or b) Buyer’s receipt of a financing

commitment for an alternative financing method, (the "Alternative Financing"), provided that such notice is not provided to Seller later than December 31, 2017. Buyer shall provide notice to Seller within 10 days of the receipt of a LIHTC Reservation or Alternative Financing, (the "Settlement Notice"). At Initial Settlement, the Seller shall sign:

A. A deed to the Property, containing a covenant of special warranty and further assurances, which shall convey to Buyer a good and merchantable fee simple title to the Property subject, however, to zoning and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located, and publically recorded easements and any other easements which may be observed by inspection of the Property. The deed shall be recorded at the expense of the Buyer after the issuance of a building permit and payment of the Final Payment, (the "Final Settlement"). In addition, the deed shall be subject to a right of reversion to be held by Seller, and enforceable by the Circuit Court for Wicomico County, Maryland, to return ownership of the entire Property to the City if the conditions required in Sections 12.C., D. and E. are not fulfilled in a timely manner. The deed will also be subject to the covenants described in Section 12.B.

B. Any other documentation reasonably required to consummate the Buyer's purchase of the Property, but possession shall be shared by City and Buyer pursuant to the terms of the deed to Buyer, as described herein.

9. POSSESSION: Ownership of the Property shall be given to Buyer at the time of the Final Settlement.

A. Seller makes no warranties with regard to the condition of the parcels, its utilities or infrastructure included in this Contract, as Buyer has agreed to accept the property as is. Seller will deliver the premises in substantially the same physical condition as of the date of ratification of this contract and Buyer, at its expense, has the privilege of inspection of all of the premises prior to the settlement or occupancy (whichever occurs first) to verify the same. Except as expressly contained herein no other warranties have been made by the Seller.

10. BUYER'S AND SELLER'S REMEDIES.

A. **BUYERS' REMEDIES.** In the event the Seller should be in default of any obligation on its part to be performed hereunder, or in the event any representation or warranty of Seller should be incorrect, or in the event any condition or obligation referred to in this Contract shall not be satisfied within the time period specified, then, as its sole remedy pursuant to this agreement the Buyer shall be entitled to either: cancel this Contract and to receive a refund of the Deposit referred to in this Contract. and receive reimbursement from Seller for documented third party costs or expenses related to its due diligence, together with interest thereon, whereupon Seller and Purchaser shall be relieved of all further obligations under this Agreement; or (ii) elect to initiate an action against Seller for specific performance by Seller of this Agreement. Notice of such default shall be given, in writing, by the injured party within thirty (30) days after the default has occurred. If the party defaulting on this agreement fails or refuses to release monies, the holder of the deposit may deliver the deposit by way of interpleader to the appropriate Court to determine ownership thereof and have all costs and expenses in connection therewith deducted from said deposit.

B. **SELLER'S REMEDIES.** In the event the Buyer should be in default of any obligation to be performed hereunder prior to settlement, Seller shall be entitled to the deposit as liquidated damages. This limitation shall not, however, apply to the indemnity provision of the Contract or to any enforcement of the terms of this Contract, after settlement, in a claim for damages or injunctive relief or in a complaint

for reversion of the Property made by Seller.

11. MISCELLANEOUS:

A. The parties hereto agree that this entire agreement shall be binding upon their respective heirs, Personal Representatives, administrators, successors and assigns. **ALSO THE PARTIES RECOGNIZE THAT THIS CONTRACT IS LEGALLY ENFORCEABLE AND ARE HEREBY ADVISED TO SEEK LEGAL ADVICE IF NOT UNDERSTOOD.**

B. This contract contains the entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions or representations not herein written.

12. USE OF THE PROPERTY:

A. Buyer hereby covenants that it will complete the construction of improvements as set forth in the Scope of Development, attached hereto as Exhibit A. There shall, however, be no additional restrictions (not set forth herein) on the use of the Property other than those required by Federal, State or local law.

B. Deed Covenant. The deed from the Seller to Buyer for the Property described in this contract will contain a covenant that the Property will be developed on time and in the manner set forth in Exhibit A.

C. Site Plan Approval. Buyer hereby agrees, for itself, its successors and assigns and every successor in interest to the Property, or any part thereof, that Buyer or its successors and assigns shall deliver to the City a site plan approval within Twelve (12) months after initial settlement pursuant to the terms of Exhibit A. If the Buyer has not delivered a site plan approval within this time frame, the City shall have the right to: i) seek reversion of the property and take back ownership or ii) negotiate an extension for the requirement, so long as the Buyer has shown good faith efforts in fulfilling the requirements associated with marketing the project for sale and lease to third party builders/developers and end users. Real estate market forces such as but not limited to supply and demand shall be considered, but such a negotiation is at the sole discretion of the City of Salisbury.

D. Building Permit. Buyer hereby agrees, for itself, its successors and assigns and every successor in interest to the Property, or any part thereof, that Buyer or its successors and assigns, shall secure a Building Permit for the construction of a mixed-use development pursuant to the terms of Exhibit A (as approved by the City of Salisbury Building, Permits & Inspections Department) within Twenty-Four (24) months after the Initial Settlement Date. If the Buyer has not secured a Building Permit within this time frame, the City shall have the right to: i) seek reversion of the property and take back ownership or ii) negotiate an extension for the requirement, so long as the Buyer has shown good faith efforts in fulfilling the requirements associated with marketing the project for sale and lease to third party builders/developers and end users. Real estate market forces such as but not limited to supply and demand shall be considered, but such a negotiation is at the sole discretion of the City of Salisbury.

E. Certificate of Occupancy Completion. Buyer hereby agrees, for itself, its successors and assigns and every successor in interest to the Property, or any part thereof, that Buyer or its successors and assigns, shall secure a Certificate of Occupancy for the building referenced in Exhibit A (as approved by the City of Salisbury Building, Permits & Inspections Department) within Twenty-Four (24) months of issuance of the Building Permit. If the Buyer has not secured a Certificate of Occupancy from the City of Salisbury Building, Permits & Inspections Department within said Twenty-Four (24) months, the City

shall have the right to i) seek reversion of the property and take back ownership or ii) negotiate an extension for the requirement, so long as the Buyer has shown good faith efforts in fulfilling the requirements associated with marketing the project for sale and lease to third party builders/developers and end users. Real estate market forces such as but not limited to supply and demand shall be considered, but such a negotiation is at the sole discretion of the City of Salisbury.

F. Covenants. The deed conveying the property shall expressly provide in an abbreviated format acceptable to the attorney for the City and the attorney for Buyer that the agreements and covenants provided for in the Development Proposal for the Property and this Disposition Contract shall be included therein as covenants running with the land and shall be binding upon the land for the benefit and in favor of the Seller.

G. Non-Merger. Buyer agrees that none of the provisions of this Disposition Contract shall be merged by reason of any deed transferring title to the property to Buyers or to any successor in interest.

H. Code Covenant. Buyer agrees that all final plans for structures, site improvements, landscaping, etc. shall be in accordance with the City Code and approved by all appropriate City and other government agencies.

I. Transfer and Assignment. Buyer shall retain the interest acquired in the Property until the construction requirements as defined in Sections 12.C., D. and E. are satisfactorily completed. Any subsequent assignment of the Buyer's interest is subject to approval by the City Council. Such approval may not, however, be unreasonably withheld. Buyer shall have the right to assign its rights, title and interest in this Agreement to any related entity or an unrelated entity that is formed exclusively for the development, as described in Exhibit A, provided that the unrelated entity has entered into a development services agreement with Green Street Housing, LLC.

J. Completion. The term "Certificate of Occupancy Completion" shall be defined for the purposes of this agreement to mean when the building is structurally complete to the point that the building inspector of the City would ordinarily issue an occupancy permit.

K. Default. Buyer agrees that if, subsequent to the conveyance of the property to Buyer, Buyer shall default in or violate the Disposition Contract, prior to Certificate of Occupancy Completion as certified by the City, including, but not limited to, failure to construct the improvements, abandonment or substantial suspension of construction work, failure to complete the project in the period specified in this Disposition Contract, failure to pay real estate taxes, if any, or suffer any levy or attachment, or any unauthorized change in ownership, and such violation is not cured within sixty (60) days after written demand by the Seller, then the Seller shall have the right, but not the obligation, to enforce the terms of this Disposition Contract by seeking damages, injunctive relief or reversion of the Property to Seller. Buyer shall not be in default for failure to complete the project if such failure is caused by delay due to unforeseen causes beyond its control and without its fault or negligence provided Buyer, within ten (10) days of the start of any such delay, has notified the Seller in writing and requested an extension for the period of the delay. Seller's rights under this Contract, including Seller's rights as a tenant and its right to reversion, shall be superior to any subsequent sale, lease, mortgage or lien against the Property as a result of any action by Buyer. Seller's rights shall only be subordinated by the written agreement of Seller. In the event of the bankruptcy or insolvency of Buyer, or its assignee, equitable title to of the Property shall immediately revert to the Seller.

13. **NOTICE**. Any notice to be given to a party under this Contract shall be deemed to be given on the date hand-delivered to the party, or on the second business day following the date when deposited in

the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows:

SELLER:

M. Thomas Stevenson
City Administrator
125 N. Division Street
Salisbury, MD 21801

BUYER:

Green Street Housing, LLC
1813 Sweetbay Drive, Ste 9
Salisbury, MD 21804
Attn: Thomas J. Ayd, Jr.

14. **TIME OF THE ESSENCE.** Time shall be of the essence in this Contract.

[Signature Page Follows]

AS WITNESS the hands and seals of the parties hereto, the day and year first above written.

SELLER:

ATTEST:

CITY OF SALISBURY

Kimberly R. Nichols
City Clerk

By: Jacob R. Day
Mayor

BUYER:

GREEN STREET HOUSING, LLC

WITNESS

By: Thomas J. Ayd, Jr.
Operating Manager

Exhibit A

SCOPE OF DEVELOPMENT

- A public market (Commercial Use only) consisting of local farmers and artisans on the 1st Floor, with three to six floors of mixed-income residential apartments above. A minimum of 30 residential units will be available for lease, no less than 10% of which shall be offered free of income restrictions. The residential apartments will consist of 1, 2 and/or 3 bedroom units. The initial “Project Approach and Development Proposal” follows as part of Exhibit A.
- Make improvements to Accessory Lots, as defined in this Disposition Contract, for which the Buyer shall be permitted to use and improve. Parking on the Accessory Lots shall be made available to the customers of the Commercial Use;
- The scope of improvements to the Accessory Lots shall include a fenced playground, benches and complementary landscaping and pathways.
- Buyer shall develop the Property in a manner which will best promote and support the City and which will promote development.
- Restore and maintain environmental quality – reduce the amount of runoff pollution, increase the amount of green space, plant trees, utilization of sustainable materials and incorporation of water and energy efficient site design/construction.
- The developed Property should be a mixed-use development that establishes a linkage between the Old Town and Marina districts.
- The site should include a small surface lot, or one deck of structured parking.
- Development must be iconic and function as a signature landmark for downtown Salisbury.
- The Riverwalk and Mill Street frontages should have retail entrances to the market hall and should have retail-oriented facades.
- Develop the property in accordance with all local zoning codes and ordinances consistent with uses permitted within the Central Business District of the City of Salisbury; and

The Property will model off of but not be constrained to the building styles that follow in this Exhibit A.

PROJECT APPROACH AND DEVELOPMENT PROPOSAL

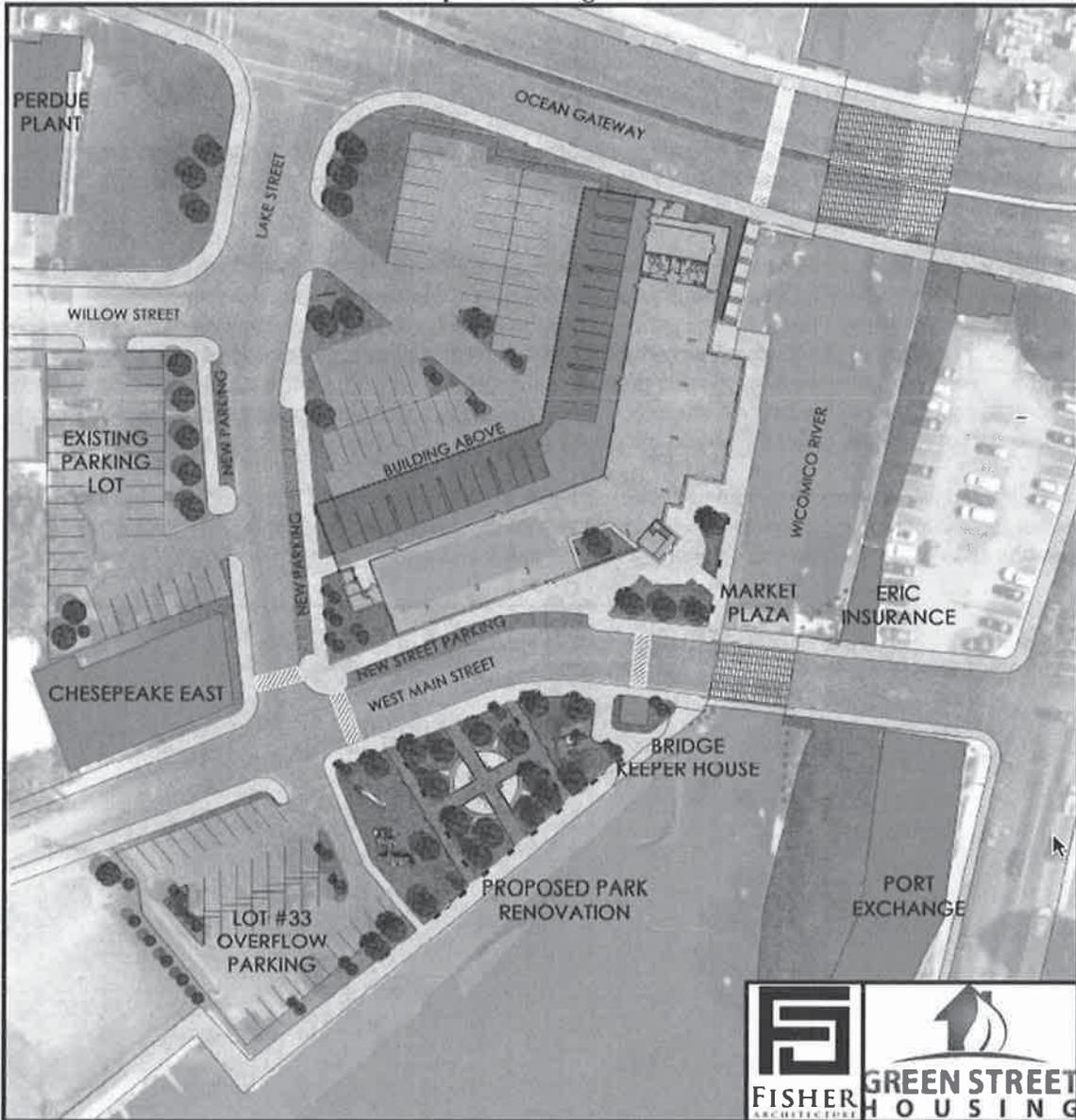
Building Architecture

We have explored several architectural options and believe the site can accommodate a market hall and restaurant on the first level of at least 14,000 square feet as well as up to 20 apartment units and associated common areas per level on four to six levels above the market hall.

We are proposing a five story building that will take advantage of this unique location along the Wicomico River and its proximity to Salisbury's Downtown Plaza and urban core. However, we are not proposing a specific building design at this time. Instead, once under contract to purchase the property, we wish to engage the City and general public in a series of design charrettes where the vision for this project can be owned by everyone in the community. As developers, we have found a great deal of success (and deep gratification) by handing over big picture design conception to the local community. We end up with something the community feels vested in and thinks of as part of its fabric rather than some idea that a developer just forced on them.

With that in mind, we are providing some architectural style samples to get those creative design juices flowing. Remember these concepts are a conversation starter. Let's do the fun design work together following a deep conversation about what the City and community at large needs and wants.

Conceptual Building Placement



Conceptual Residential Floor Plan:

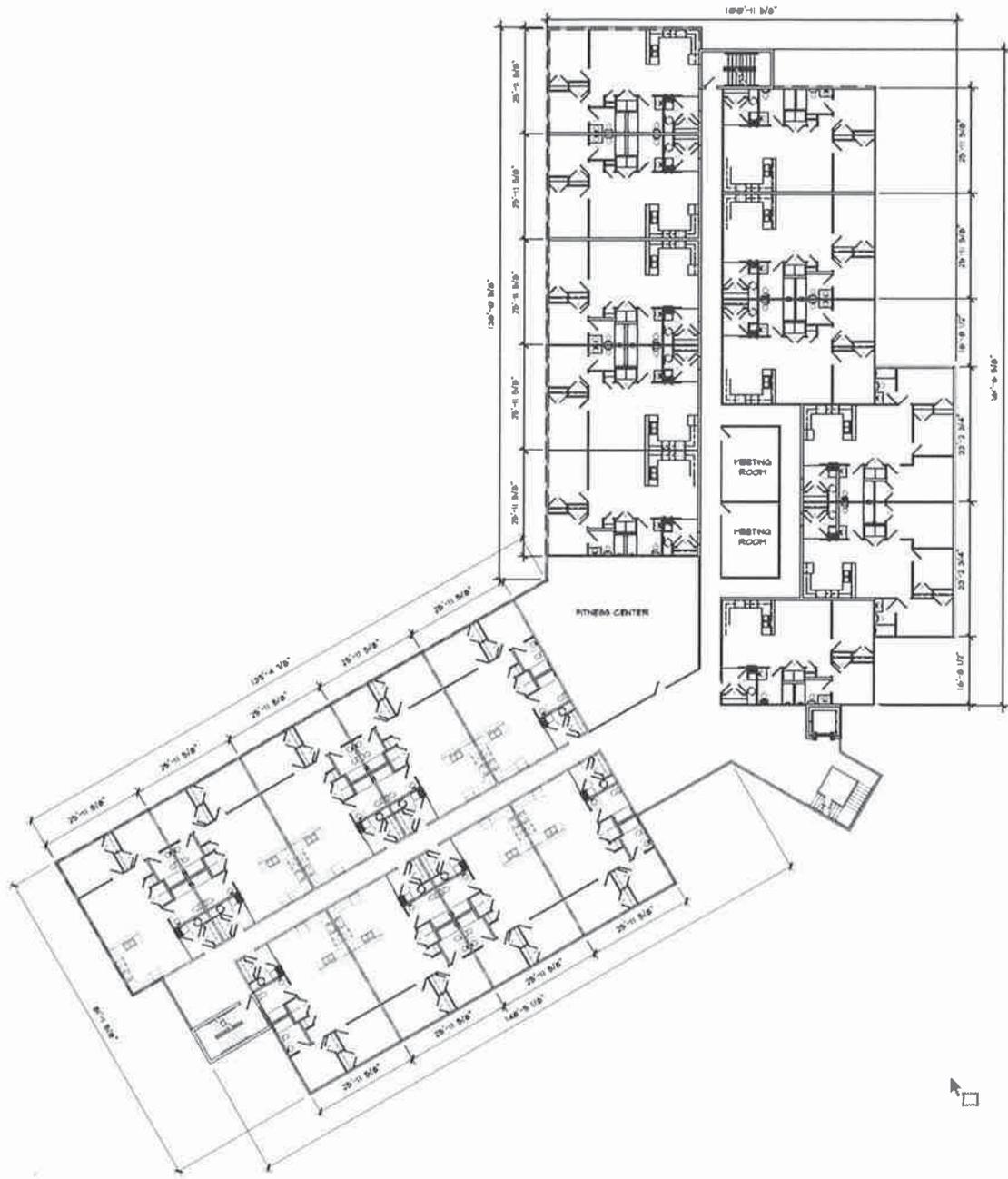






Exhibit B

Visual Description of Property and Accessory Lots:



1 RESOLUTION NO. 2615

2
3 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND, FOR THE
4 PURPOSE OF ACCEPTING THE SUBMISSION OF RFP 04-15 RE-BID FROM GREEN
5 STREET HOUSING, LLC FOR THE REDEVELOPMENT OF PARKING LOT 30.
6

7 WHEREAS, the Mayor and City Council have determined that there is surplus City-
8 owned property that should be redeveloped, and that there is a strong public need for increased
9 infill development in the City; and
10

11 WHEREAS, the City of Salisbury declared Parking Lot #30 surplus property on
12 November 10, 2014; and
13

14 WHEREAS, the City of Salisbury, pursuant to SC 16-8 et seq. and Chapter 2.36 of the
15 City Code, has the right to offer at public sale surplus property and make awards in the best
16 interest of the City; and
17

18 WHEREAS, City-owned surplus or unused property should be developed, not only in
19 consideration of the highest bid price but in consideration of the type of development proposed,
20 and such development should require a commitment from the purchaser to develop such property
21 in a manner which will raise the City's tax base and be in the best interest of the citizens of the
22 City of Salisbury; and
23

24 WHEREAS, the City has determined that it is in the best interest of the citizens of the
25 City to sell the City's surplus property known as Parking Lot #30; and
26

27 WHEREAS, the City of Salisbury advertised for proposals for the purchase of and
28 redevelopment of Parking Lot #30 three times from March 14, 2016 to March 16, 2016 and
29 responses were due by March 23, 2016; and
30

31 WHEREAS, no additional responses were received; and
32

33 WHEREAS, the City of Salisbury was permitted by Green Street Housing to accept their
34 original proposal dated September 30, 2015 for the redevelopment purchase of Parking Lot #30
35 and is now selecting Green Street Housing, LLC's proposal as the winning proposal; and
36

37 WHEREAS, the City of Salisbury is in agreement to sell Parking Lot #30 for \$10,001 to
38 Green Street Housing, LLC following the execution of a Disposition Contract with terms
39 acceptable to the City on or before May 30, 2016, as finally approved by the City Solicitor.
40

41 NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Salisbury, in
42 regular session on the 28th day of March 2016, that the proposal submitted by Green Street
43 Housing, LLC dated September 9, 2015, for RFP 04-15 Re-Bid Disposition and Development of
44 Parking Lot #30 is selected as the winning proposal on the condition that the parties, on or before
45 May 30, 2016, execute a Disposition Contract with such terms and conditions as may be
46 approved by the City and the City Solicitor; the purchase price shall be \$10,001.

47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71

BE IT FURTHER ENACTED AND RESOLVED that this Resolution does not create a Disposition Contract, and that the award shall be conditional upon the successful execution of a Disposition Contract.

AND BE IT FURTHER ENACTED AND RESOLVED that this Resolution will take effect from and after its passage.

THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 28th day of March 2016 and is to become effective immediately upon adoption.

ATTEST:

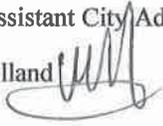
Kimberly R. Nichols
CITY CLERK

John R. Heath
PRESIDENT, City Council

APPROVED by me this _____ day of _____, 2016.

Jacob R. Day
MAYOR, City of Salisbury

Memorandum

To: Tom Stevenson, City Administrator
CC: Julia Glanz, Assistant City Administrator
From: William T. Holland 
Date: 3/21/2016
Re: Waiver Village of Hope Re-Roof Permit Fee

Attached is a Resolution requesting the City Council to waive the building permit fee for a roof replacement for the Village of Hope. The estimated cost of construction for the project is \$39,075.00, with a building permit fee of \$636.13. The Village of Hope is a non-profit organization that provides shelter and assistance to homeless women and children. Also attached is a copy of the building permit application and the request from Spicer Brothers Construction to waive the building permit fee or \$636.13.

The fee request waiver in the letter from Spicer Brothers references \$701.13, which is an incorrect fee due to the fact they added a plan review fee of \$65.00. Plan review fees are not required for roof replacement.

Let me know if you have any questions.

32221 Beaver Run Drive
Salisbury, MD 21804
410.546.1190
www.Facebook.com/SpicerBros



34634 Bay Crossing Blvd.
Lewes, DE 19958
302.703.6754
www.spicerbros.com

City of Salisbury
Department of Building, Permits & Inspections
125 N. Division Street RM #B-13
Salisbury, MD 21801

March 18, 2016

Dear Mr. Holland,

Please find the following paper work for your review. Per Dr. Jim Fineran's request and on behalf of the Village of Hope located at 1001 Lake Street in Salisbury, MD, we would like the roofing project permit fees waived. It has been explained by Dr. Jim Fineran and T J Maloney that the Mayor no longer has the authority to waive non-profit organizations fees of any sort.

Therefore, Spicer Bros. Construction, Inc., has been asked to provide you with the permit application and paperwork necessary for your review. If project fees are not waived, the Village of Hope designated representatives, Dr. Jim Fineran and Donna Richardson, will authorize payment for Spicer Bros. Construction, Inc. to pay fees for the permit in question. Fees were in the amount of \$701.13 according to the formula provided by the city. The project is slated to begin Monday, March 28th, weather permitting. It is a three day project.

After you review of all paperwork, and with your approval for the permit, this issue is to be brought up in front of the City Council for a "resolution to waive" any said permit fees.

Thank you for taking time to consider this request. If you have any questions, please feel free to email or call Dr. Jim Fineran at jfineran@villageofhope.us or 410.726.7185.

With kind regards,

Melissa Cullen, Senior Administrative Assistant
Spicer Bros. Construction, Inc.

CITY OF SALISBURY

Department of Building, Permits & Inspections
125 N. Division St., Rm. #B-13
Salisbury, MD 21801
Ph: 410-548-3130 Fax: 410-548-3183
www.ci.salisbury.md.us

Building Permit #: _____

ACCESSORY BUILDING PERMIT APPLICATION

(Accessory structure includes sheds, garages, decks, swimming pools, roof replacements, etc...)

PROJECT INFORMATION

Application Date: 2/23/2016 Est. Cost of Construction: \$ 39,075.

Project Address: 1001 Lake Street

Type of Improvement: Garage Shed Deck Swimming Pool Re-Roof Other: _____

Is the improvement located in a Historic District? Yes No

Is the improvement located in a Home Owner's Association? Yes No

If Yes, which Neighborhood Association? N/A

Property Use: Single Family Dwelling Duplex Townhouse Apt. Bldg Commercial

PROPERTY OWNER INFORMATION

Name of Property Owner(s): Village of Hope

Mailing Address: 1001 Lake Street Salisbury, MD 21804

City: Salisbury State: MD Zip: 21804

CONTRACTOR'S INFORMATION

Contractor's Name: Spicer Bros. Const., Inc. MHIC License #: 126369

Mailing Address: 32221 Beaver Run Dr.

City: Salisbury State: MD Zip: 21804 Business Phone: (410) 546 1190

SWIMMING POOLS - shall have a barrier/fence not less than 48-inches above finish grade with vertical openings not allowing passage of a 4-inch diameter sphere. Access gates shall open outwards away from the pool and shall be self closing and have a self locking device.

DETACHED STRUCTURES (garages, sheds and carports) - shall have minimum rear and side yard set backs of five feet (interior lots). A site/plot plan should accompany the building plans showing the location of the structure and the correct set backs. If the proposed structure is located on a corner lot with two street frontages, two front yard set backs of twenty-five feet are required and two side yard set backs of ten feet.

DECKS/UNENCLOSED PORCHES - may project not more than ten (10) feet in the required rear yard. Steps for entrance to the first floor may project into side and rear yards.

Applicant's Name: Brian K. Spicer Phone: (410) 546 1190

Applicant's Email: brian.spicer@spicerbros.com Date: 2/23/2016

Office Use Only

Plan Review Fee: \$ _____ Ck # _____

Permit Fee: \$ 636.13 Ck # _____

Required Approvals

- Building
- Historic
- Zoning

Date/Initials

3/21/2016 [Signature]

1 RESOLUTION NO. 2616

2
3 A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND
4 AUTHORIZING THE WAIVER OF THE BUILDING PERMIT FEE IN CONNECTION WITH
5 A ROOF REPLACEMENT FOR THE VILLAGE OF HOPE STRUCTURE LOCATED AT
6 1001 LAKE STREET
7

8 WHEREAS, the Village of Hope is a non-profit and non-denominational organization
9 that provides shelter to homeless women and children; and
10

11 WHEREAS, due to its age and exposure to the elements, the Village of Hope is in need
12 of a total roof replacement; and
13

14 WHEREAS, the City of Salisbury issues building permits for re-roofing projects as
15 required by the International Building Code, 2015 Edition; and
16

17 WHEREAS, in order to replace the roof, the Village of Hope will need to obtain a
18 building permit from the City's Building, Permitting & Inspections Department; and
19

20 WHEREAS, the Mayor has recommended that the City waive the building permit fee for
21 the Village of Hope; and
22

23 WHEREAS, City policy requires the approval of the City Council in order to waive any
24 fee that is associated with a project not being executed directly by the City.
25

26 NOW, THEREFORE BE IT RESOLVED THAT, on this 28th day of March, the Council
27 of the City of Salisbury, Maryland, does approve the waiver of the building permit fee of
28 \$636.13.13 for the property known as the Village of Hope located at 1001 Lake St in connection
29 with the roof replacement at the location.
30

31 THE ABOVE RESOLUTION was introduced, and duly passed at a meeting of the
32 Council of the City of Salisbury, Maryland held on March 28, 2016, and is to become effective
33 immediately upon adoption.
34

35 ATTEST:

36
37 _____
38 Kimberly R. Nichols
39 CITY CLERK
40

41 _____
42 John R. Heath
43 PRESIDENT, City Council
44

45 APPROVED BY ME THIS _____ day of March, 2016

Jacob R. Day, Mayor

City of Salisbury



JACOB R. DAY
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

JULIA GLANZ
ASSISTANT CITY ADMINISTRATOR

MARYLAND

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

KEITH A. CORDREY
DIRECTOR OF INTERNAL SERVICES

JENNIFER MILLER
ASST. DIRECTOR OF INTERNAL
SERVICES

TO: Tom Stevenson, City Administrator

FROM: Jennifer Miller, Asst. Director of Internal Svcs, Procurement & Parking *JLM*

DATE: March 24, 2016

RE: Old Water Tower parcel

Attached please find a resolution that will allow the Mayor to execute a Disposition Contract with Hanna Family Investments for the purchase of the old water tower parcel at 1044 South Tower Road in Salisbury, MD.

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

Attached: Resolution to accept the submission of RFP 04-16 proposal from Hanna Family Investments
Land Disposition Contract for RFP 04-16 between the City of Salisbury and Hanna Family Investments

Disposition Contract

THIS DISPOSITION CONTRACT is made this ____ day of _____, 2016, between the City of Salisbury, Maryland, (“Seller”), and Hanna Family Investments, LP, a Limited Partnership Company located in Salisbury, Wicomico County, Maryland, (“Buyer”).

The Seller does hereby bargain and sell unto Buyer, and Buyer does hereby purchase from Seller the following described property, situated in Salisbury, Wicomico County, State of Maryland:

A. All that land, together with the abandoned water tower and all appurtenances thereto belonging which are located at 1044 South Tower Avenue, Salisbury, Maryland, being more particularly described as all that lot or parcel of land designated and located at 1044 S. Tower Avenue, at the intersection of and binding upon the north side of West College Avenue and the west side of South Tower Avenue, shown on Maryland tax map 0115 grid 0015, parcel 0649, an accurate legal description of which is to be provided to the Seller by the Buyer; the Land and the structure, together with all appliances and fixtures, are hereinafter collectively referred to as the “Property.”

B. Buyer hereby agrees that Seller will reserve all appropriate easements for sidewalks and for installation and maintenance of utilities and roadways. In addition to the City’s normal and customary easements, it is specifically noted that there is an existing 14” water main that is capped at approximately 6’5” into the Property. It is buried approximately 53 inches below grade. The owner of the Property will be required to maintain an easement around the capped water main unless they excavate the water main and cap it off at the sidewalk at their expense. The easement area can be paved with the understanding the City has easement rights in the event the capped water main needs to be excavated. The capped water main is 29 feet from face of curb on South Tower Drive and 6’5” in from sidewalk (W. College Avenue side).

1. PURCHASE PRICE AND METHOD OF PAYMENT: The purchase price shall be ONE THOUSAND DOLLARS - - - - - (\$ 1,000.00) of which FIVE THOUSAND DOLLARS - - - - - (\$ 5,000.00) shall have been paid prior to the signing of this contract. The deposit shall be held in a non-interest bearing escrow account of the City with the deposit to be applied to the purchase price and closing costs at settlement, and any remaining deposit to be refunded to the Buyer after settlement.

2. TO BE PAID IN THE FOLLOWING MANNER:

Buyer shall pay unto Seller cash at the time of settlement.

3. REPRESENTATIONS OF SELLER.

The Seller makes the following representations and warranties to the Buyer:

A. The Seller is the fee simple owner of the property described above, the outlines of which are to be formally established at the expense of Buyer who will prepare a survey, at its expense, to be used in the preparation of the deed from Seller to Buyer.

B. Seller hereby certifies to Buyer that there is no tenant with any right to possession of the property.

C. At Settlement, excepting this Contract and its attachments, there will be no contracts affecting

the Property or any part thereof, no contracts or agreements for the management of the Property, or any part thereof, and there will be no commission due or owing in connection with any lease or on account of any tenancy or sale of the Property.

D. The Seller has no knowledge of any actions, suits or proceedings which have been instituted or threatened against or affecting the Property, at law or in equity, before any federal, state or municipal governmental commission, board, bureau, agency or instrumentality which will materially adversely affect the value, occupancy, use or operation of the Property. The Seller will give the Buyer prompt written notice of any such action, suit or proceeding arising subsequent to the date hereof and prior to the Settlement Date to the extent Seller acquires knowledge thereof.

E. The Seller has duly and validly authorized, executed and delivered this Contract, and neither the execution and delivery of this Contract nor its performance are restricted by or violate any legal, contractual or other obligation of the Seller.

F. There are no assessments for public improvements against the Property which remain unpaid, including, without limitation, those for construction of sewer or water lines or mains, streets, sidewalks and/or curbs.

G. To the best of the Seller's knowledge, all improvements on the Property lie within the boundaries of the property, but not withstanding this assertion, Buyer purchases this Property, as is, and, prior to settlement will, at its expense, satisfy itself of the legal boundaries of the Property and will provide a proposed plat and proposed legal description to the City Solicitor prior to settlement for his approval.

4. DELIVERY OF CERTAIN MATERIALS TO SELLER AND BUYER.

Promptly, but in no event later than April 28, 2016 (30) days following the date hereof, Buyer shall deliver to the City Solicitor its proposed survey and legal description of the property to be conveyed pursuant to this Contract and said legal description must be acceptable to the City Solicitor.

5. ADDITIONAL UNDERTAKINGS.

A. Seller shall give to the Buyer and its agents, engineers, and other representatives full access to the Property during normal business hours, upon reasonable notice, during the period prior to the Settlement Date. During such period, the Seller shall furnish to Buyer all information concerning the Property which the Buyer may reasonably request. Buyer may, at its sole expense, make such engineering and other studies of the Property prior to the Settlement Date as it may deem necessary.

B. The Seller agrees that, from the date of this Contract to the Settlement Date, it will:

(i) Operate the Property only in the ordinary course and usual manner and that it will not enter into any new lease or enter into any agreement that will encumber the Property.

(ii) Not become a party to any service contract or similar agreement with respect to or affecting the Property without the prior written consent of the Buyer.

(iii) Maintain, at its expense, all existing fire and extended coverage policies covering the Property. The herein described Property is to be held at the risk of Seller until legal title has passed. Buyer's remedy in the event of loss is limited to return of the deposit.

C. All utilities shall be adjusted and apportioned as of the Settlement Date.

D. All public or governmental charges or assessments against the premises, which are or may be payable on an annual basis (including all assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto, shall be adjusted and apportioned as of the Settlement Date and shall be assumed and paid thereafter by the Buyer, whether assessments have been levied or not as of the Settlement Date.

E. The cost of all State and local recordation and transfer taxes shall be paid by the Buyer.

6. BUYER PURCHASES THE PROPERTY "AS IS."

A. The obligation of the Buyer to purchase the Property pursuant to the provisions of this Contract is not contingent upon the condition of the Property or any inspection of the property which has or will be conducted by the Buyer prior to the Settlement Date. During the bid process, Buyer has conducted a thorough inspection of all aspects, and potential hazards present on the Property and agrees to accept the Property in its current condition. Seller has made no warranties or representations to Buyer regarding the condition of the said property and Buyer has not relied upon any statements regarding the condition of the Property made by Seller, its agents or contractors. Buyer agrees that the Seller shall not be obligated to perform any environmental assessment and Seller will not be held liable and assumes no responsibility for any remedies, costs or procedures.

B. Buyer may perform any reasonably required preconstruction engineering tests and environmental assessments. If these tests reveal any environmental or other defects, Buyer shall have no recourse against Seller and Buyer must proceed under the terms of this Disposition Contract.

C. Buyer shall indemnify, defend and save harmless Seller from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses or costs, including interest and attorneys' fees, in any way connected with any injury to any person or damage to any property or any loss to Seller occasioned in any way by hazardous substances originating on the property or by the negligent or intentional activities of Buyer before, during or after Buyer's acquisition of the property.

D. This indemnity specifically includes the obligation of Buyer to perform any remedial or other activities required or ordered by any properly empowered government official, or otherwise reasonably necessary to avoid injury or liability to any person or to prevent the spread of pollution, originating thereon (hereinafter the "remedial work"). Buyer shall perform all such work in its own name in accordance with applicable law, as herein defined.

E. Whenever Seller has incurred costs described in this section, Buyer shall, within ten (10) days of receipt of notice thereof, reimburse Seller for all such expenses.

7. SETTLEMENT ATTORNEY/TITLE COMPANY:

Buyer shall have the option of selecting its own Title Insurance company or Title Attorney.

8. SETTLEMENT:

Settlement shall be held in Salisbury, Wicomico County, Maryland, on or before 1st day of June,

2016 (the "Settlement Date"). At Settlement, the Seller shall execute:

A. A deed to the Property, containing a covenant of special warranty and further assurances, which shall convey to Buyer a good and merchantable fee simple title to the Property subject, however, to zoning and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located, and publically recorded easements for public utilities and any other easements which may be observed by inspection of the Property. The deed shall be recorded at the expense of the Buyer. In addition, the deed shall be subject to a right of reversion to be held by Seller, and enforceable by the Circuit Court for Wicomico County, Maryland, to return ownership of the entire Property to the City if the conditions required in Sections 12.A. and C. are not fulfilled in a timely manner.

B. Any other documentation reasonably required to consummate the Buyer's purchase of the Property.

9. POSSESSION: Possession of the Property shall be given to Buyer at the time of Settlement.

A. At the time of settlement or occupancy (whichever occurs first) Seller will leave premises free and clear of trash and debris and broom clean. Seller makes no warranties with regard to the condition of the electrical, plumbing, heating, air conditioning and any other mechanical systems and related equipment included in this Contract, as Buyer has agreed to accept the property as is. **SELLER WILL DELIVER THE PREMISES IN SUBSTANTIALLY THE SAME PHYSICAL CONDITION AS OF THE DATE OF RATIFICATION OF THIS CONTRACT AND BUYER, AT ITS EXPENSE, HAS THE PRIVILEGE OF INSPECTION OF ALL OF THE PREMISES PRIOR TO THE SETTLEMENT OR OCCUPANCY (WHICHEVER OCCURS FIRST) TO VERIFY THE SAME.** Except as expressly contained herein no other warranties have been made by the Seller.

10. A. BUYERS' REMEDIES. In the event the Seller should be in default of any obligation on its part to be performed hereunder, or in the event any representation or warranty of Seller should be incorrect, or in the event any condition or obligation referred to in Contract shall not be satisfied within the time period specified, then, as its sole recourse pursuant to this Contract the Buyer shall be entitled to cancel this Contract and to receive the immediate return of the deposit referred to in this Contract. Notice of such default shall be given, in writing, by the injured party within thirty (30) days after the default has occurred. If the party defaulting on this contract fails or refuses to release monies, the holder of the deposit may deliver the deposit by way of interpleader to the appropriate Court to determine ownership thereof and have all costs and expenses in connection therewith deducted from said deposit.

B. SELLER'S REMEDIES. In the event the Buyer should be in default of any obligation to be performed hereunder prior to settlement, Seller shall be entitled to the deposit as liquidated damages. This limitation shall not, however, apply to the indemnity provision of the Contract or to any enforcement of the terms of this Contract, after settlement, for damages or injunctive relief, in any claim made by Seller.

11. MISCELLANEOUS:

A. The parties hereto agree that this entire contract shall be binding upon their respective heirs, Personal Representatives, administrators, successors and assigns. **ALSO THE PARTIES RECOGNIZE THAT THIS CONTRACT IS LEGALLY ENFORCEABLE AND ARE HEREBY ADVISED TO SEEK LEGAL ADVICE IF NOT UNDERSTOOD.**

B. This contract contains the entire agreement between the parties hereto, and neither they nor their

agents shall be bound by any terms, conditions or representations not herein written.

12. USE OF THE PROPERTY:

A. Buyer hereby covenants that it will complete the removal of the water tower as set forth in the Scope of Demolition, attached hereto as Exhibit A. Buyer's Contract to complete the Scope of Demolition shall survive Settlement. There shall, however, be no additional restrictions on the use of the Property other than those required by Federal, State or local law.

B. Deed Covenant. The deed from the Seller to Buyer for the property described in this contract will contain a covenant that the improvements currently on the property will be demolished as set forth in Exhibit A.

C. Construction Completion. Buyer hereby agrees, for itself, its successors and assigns and every successor in interest to the property, or any part thereof, that Buyer or its successors and assigns, shall have the water tower fully removed within six (6) months after Settlement, unless an extension is granted, in writing, by the City. The City's consent will not be unreasonably withheld, but under no circumstances will the time for demolition be extended beyond one year after Settlement. Buyer and Seller agree that fully removed is defined as all portions of the structure properly disposed of and all environmental requirements completed.

D. Covenants. The deed conveying the property shall expressly provide in an abbreviated format acceptable to the attorney for the Seller and the attorney for Buyer that the agreements and covenants provided for in the Scope of Demolition for the Property and this Disposition Contract shall be included therein as covenants running with the land and shall be binding upon the land for the benefit and in favor of the Seller. Failure to demolish and remove the water tower within the time for performance set forth herein shall result in a reversion of title to the Property back to Seller and Seller shall be entitled to both equitable enforcement of its reversion and damages, including attorney's fees for the enforcement of this Disposition Contract.

E. Speculation Forbidden. Buyer hereby represents and agrees that its purchase of the property and other agreements pursuant to the Scope of Demolition for the Property and this Disposition Contract are for the purpose of development of the property in accordance with the Scope of Demolition for the Property and not for speculation in landholding. Buyer covenants that the purpose of this purchase is not for speculation.

F. Non-Merger. Buyer agrees that none of the provisions of this Disposition Contract are intended to or shall be merged by reason of any deed transferring title to the property to Buyers or to any successor in interest.

G. Code Covenant. Buyer agrees that all final plans for structures, site improvements, landscaping, etc. shall be in accordance with the City Code and approved by all appropriate City and other government agencies.

H. Transfer. Buyer hereby agrees to retain the interest acquired in such property until construction is completed.

I. Completion. The term "completed construction" shall be defined for the purposes of this contract to mean when the structure removal is complete and all environmental testing has confirmed the absence of any contaminants.

J. Default. Buyer agrees that if, subsequent to the conveyance of the property to Buyer, Buyer shall default in or violate the Disposition Contract, prior to completed construction as certified by the City, including, but not limited to, failure to remove the structure, abandonment or substantial suspension of construction work, failure to complete the project in the period specified in this Disposition Contract, failure to pay real estate taxes, if any, or suffer any levy or attachment, or any unauthorized change in ownership, and such violation is not cured within sixty (60) days after written demand by the Seller, then the Seller shall have the right, but not the obligation, to enforce the terms of this Disposition Contract by seeking damages and, in addition, injunctive relief or reversion of the Property from the Buyer to the Seller. Buyer shall not be in default for failure to complete the project if such failure is caused by delay due to unforeseen causes beyond his control and without his fault or negligence provided Buyer, within ten (10) days of the start of any such delay, has notified the Seller in writing and requested an extension for the period of the delay.

K. Certificate of Completion. Promptly after completion of removal in accordance with the provisions of this Disposition Contract relating to the obligation of Buyer to remove the water tower, the Buyer will furnish the Seller with an appropriate instrument in reasonable form so certifying. The Director of Building and Inspections shall be a conclusive determination of satisfaction and termination of the Scope of Demolition.

13. **NOTICE**. Any notice to be given to a party under this Contract shall be deemed to be given on the date hand-delivered to the party, or on the second business day following the date when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Seller at:

S. Mark Tilghman
City Solicitor
110 N. Division Street
Salisbury, MD 21801

addressed to the Buyer at:

14. **TIME OF THE ESSENCE**. Time shall be of the essence in this Contract.

AS WITNESS the hands and seals of the parties hereto, the day and year first above written.

ATTEST:

CITY OF SALISBURY

Kimberly R. Nichols
City Clerk

Jacob R. Day, Seller
Mayor

BUYER

WITNESS

BY:
Hannah Family Investments, LLP, Buyer

Exhibit "A"

SCOPE OF DEMOLITION

DEMOLITION STANDARDS:

- a. Structure: the abandoned, elevated water tower that is currently located on the Property.
- b. Assessment: Prior to any demolition or removal, environmental assessment, including but not limited to soil sampling, asbestos testing and lead paint testing, must be conducted to evaluate for any environmental contamination or potential contamination on the structure or in the soil. If any contamination is found, it must be removed and disposed of pursuant to Environmental Protection Agency (EPA) requirements. If any potential contamination is found that could occur with or during removal of the structure, the removal of the structure must be done in a way to contain any and all potential contamination. The results of all assessments must be forwarded to the City, along with any plans for handling any contamination found as a result of the assessments. A detailed Environmental Protection Plan (EPP) is required to be completed.
- c. Demolition: All demolition activities are to be conducted during permitted times pursuant to City Code for construction. All portions of the Structure must be demolished in a manner pursuant to all applicable federal, state and local safety and environmental regulations. All demolition is to be done in a manner that will not contain any dust, hazardous waste, and/or air and ground contamination.
- d. Removal: All waste materials must be removed from the Property and disposed of properly. Any hazardous waste must be removed and disposed of in accordance to all federal and state regulations.
- f. Soil Testing: Within thirty (30) days of the completion of the removal of all waste materials, confirmatory soil sampling must be conducted to ensure the absence of any soil contamination. The results of the testing must be forwarded to the City.

1 RESOLUTION NO. 2617

2
3 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND, FOR THE
4 PURPOSE OF ACCEPTING THE SUBMISSION OF RFP 04-16 BID FROM HANNA
5 FAMILY INVESTMENTS FOR THE SALE OF SURPLUS REAL PROPERTY AT 1044
6 SOUTH TOWER ROAD AND DEMOLITION OF THE ABANDONED WATER TOWER
7 STRUCTURE.

8
9 WHEREAS, the Mayor and City Council have determined that there is surplus City-
10 owned property that should be redeveloped, and that there is a strong public need for increased
11 infill development in the City; and

12
13 WHEREAS, the City of Salisbury declared 1044 South Tower Road, Salisbury, MD
14 surplus property on April 13, 2015; and

15
16 WHEREAS, the City of Salisbury, pursuant to SC 16-8 et seq. and Chapter 2.36 of the
17 City Code, has the right to offer at public sale surplus property and make awards in the best
18 interest of the City; and

19
20 WHEREAS, City-owned surplus or unused property should be developed, not only in
21 consideration of the highest bid price but in consideration of the type of development proposed,
22 and such development should require a commitment from the purchaser to develop such property
23 in a manner which will raise the City's tax base and be in the best interest of the citizens of the
24 City of Salisbury; and

25
26 WHEREAS, the City has determined that it is in the best interest of the citizens of the
27 City to sell the City's surplus property known as 1044 South Tower Road, Salisbury, MD; and

28
29 WHEREAS, the City of Salisbury advertised for proposals for the purchase of and
30 redevelopment of 1044 South Tower Road three times from September 16, 2015 to September
31 18, 2015; and

32
33 WHEREAS, the City of Salisbury is in agreement to sell 1044 South Tower Road,
34 Salisbury, MD for \$1,000 to Hanna Family Investments following the execution of a Disposition
35 Contract with terms acceptable to the City on or before June 1, 2016, as finally approved by the
36 City Solicitor.

37
38 NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Salisbury, in
39 regular session on the 28th day of March 2016, that the proposal submitted by Hanna Family
40 Investments dated October 7, 2015, for RFP 04-16 Bid Sale of Surplus Real Property is selected
41 as the winning proposal for parcel two of the RFP, on the condition that the parties, on or before
42 June 1, 2016, execute a Disposition Contract with such terms and conditions as may be approved
43 by the City and the City Solicitor; the purchase price shall be \$1,000.
44

INTER

OFFICE

MEMO

OFFICE OF THE MAYOR

To: All City Council Members
From: Tom Stevenson
Subject: Community Outreach and Addiction Team/Youth Substance Use Prevention
Date: March 23, 2016

Attached, please find an ordinance that will have the effect of amending the FY16 General Fund budget. The funds shown within will be used to support the States Attorney's forthcoming Community Outreach and Addiction Team initiative and a Youth Substance Use Prevention project.

C.c. Julia Glanz

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

ORDINANCE NO. 2380

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN AMENDMENT OF THE
FY 2016 GENERAL FUND BUDGET TO APPROPRIATE FUNDING FOR A COMMUNITY
OUTREACH ADDICTION TEAM AND YOUTH SUBSTANCE USE PREVENTION INITIATIVE.

WHEREAS, the City desires to facilitate and support the reduction of substance use and

WHEREAS, the City believes that investing in a Community Outreach and Addiction Team
will benefit the City; and

WHEREAS, the City has estimated that \$35,000 is needed for such a program; and

WHEREAS, the City also has estimated that \$5,000 is needed to fund a youth substance use
prevention initiative; and

WHEREAS, the City's FY 2016 budget does not include a suitable appropriation to fund the \$40,000
required for the aforementioned.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY,
MARYLAND THAT THE City's Fiscal Year 2016 General Fund Budget be and hereby is amended as follows:

- 1) Increase Current Year Surplus (01000-469810) by \$ 40,000
- 1) Increase Police Department by \$40,000

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury
held on this ____ 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



JACOB R. DAY
MAYOR

M. THOMAS STEVENSON, JR
CITY ADMINISTRATOR

JULIA GLANZ
ASSISTANT CITY ADMINISTRATOR

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

MARYLAND

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

To: Thomas Stevenson, Jr., City Administrator
From: Michael Moulds, Director of Public Works *M. Moulds*
Date: February 3, 2016
Re: Budget Amendment – Fitzwater Lift Station and Paleo Well No. 3

The Public Works Department is requesting consideration for a budget amendment to reallocate the funding source between two projects. The Fitzwater Lift Station Renovation project and Paleo Well No. 3 project have been designed and are at the stage to be advertised for construction bids. The FY15 Budget Ordinance No. 2287 noted that these two projects would be funded as follows:

Paleo Well No. 3:

Existing Bonds \$1,950,000 – FY12 GOB transfer from N. Division St Sewer
Funds on Hand \$900,000 – Lawsuit Proceeds
Total \$2,850,000

Fitzwater Lift Station:

Funds on Hand \$2,810,000 – Lawsuit Proceeds
Total \$2,810,000

The Finance Director and Public Works staff discussed the funding reallocation with bond counsel. Since the Fitzwater Lift Station project is already part of the FY 12 GOB and the Paleo Well No. 3 project is not part of the FY12 GOB, it is recommended to transfer the unused FY12 GOB funds from the North Division Street sewer project to the Fitzwater Lift Station project. The equivalent amount of lawsuit proceeds that were allocated to the Fitzwater Lift Station would then be transferred to the Paleo Well No. 3 project. These actions do not require bond amendments since we are not adding a new project to an existing bond pool.

All remaining funds in the North Division Street sewer project would be transferred to Fitzwater Lift Station since this is a multi-phased project. The budget amendment ordinance to perform these actions is attached. The proposed funding with the budget amendment would result in the following:

Paleo Well No. 3:

Funds on Hand \$1,950,000 – Lawsuit Proceeds transfer from Fitzwater PS
Funds on Hand \$900,000 – Lawsuit Proceeds
Total \$2,850,000

Fitzwater Lift Station:

Existing Bonds \$1,950,000 – FY12 GOB transfer from N. Division St Sewer Construction

Existing Bonds \$46,354.92 – FY12 GOB transfer from N. Division St Sewer Engineering

Funds on Hand \$860,000 – Lawsuit Proceeds

Total \$2,856,354.92

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

ORDINANCE NO. 2381

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN AMENDMENT OF THE FY 2015 WATER AND SEWER CAPITAL PROJECTS BUDGET TO REALLOCATE FUNDING FOR THE FITZWATER STREET LIFT STATION AND PALEO WELL #3 PROJECTS.

WHEREAS, Ordinance No. 2287 identified the funding sources for Capital Project Appropriations in the City's FY 2015 budget; and

WHEREAS, the funding source for a portion of the Paleo Well #3 project was identified as existing bonds; and

WHEREAS, the Paleo Well #3 project is not a named project in the bond pool and the Fitzwater Lift Station project is a named project in the bond pool; and

WHEREAS, at the advice of bond counsel, the Finance Director and Public Works Director recommend reallocating the funding sources such that the Paleo Well #3 project does not need to be added to the bond pool.

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

- 1) Decrease N Division Sewer Construction by \$1,950,000.00(96112-513026-55012)
- 2) Decrease N Division Sewer Engineering by \$46,354.92 (96112-513020-55012)
- 3) Increase Fitzwater PS Construction by \$1,686,354.92 (96112-513026-55011)
- 4) Increase Fitzwater PS Engineering by \$310,000.00 (96112-513020-55011)
- 5) Decrease Fitzwater PS Construction by \$1,950,000.00 (97010-513026-55011)
- 6) Increase Paleo Well No 3 Construction by \$1,950,000.00(97010-513026-49040)

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this ____ 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.

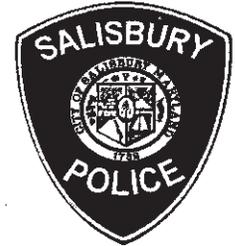
ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS ____ day of _____, 2016.

Jacob Day, Mayor



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

January 4, 2016

TO: Tom Stevenson
FROM: Colonel David Meienschein
SUBJECT: Ordinance – Budget Amendment

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

The monies collected for the brass casings are forwarded to the City and deposited in the General Fund. I am requesting a Budget Amendment to recognize that this revenue has been received by the City and to increase the Police Department budget (Small tools Acct: 21021-546009) in the same amount to purchase service weapons for new officers.

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

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

David Meienschein
Assistant Chief of Police

ORDINANCE NO. 2382

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE FY16 GENERAL FUND BUDGET TO APPROPRIATE THE FUNDS RECEIVED FROM THE RECOVERY AND RECYCLING OF BRASS SHELL CASINGS AT THE SALISBURY POLICE RANGE TO PURCHASE SERVICE WEAPONS.

WHEREAS, members of the Salisbury Police Department have retrieved, stored and recycled the brass shell casings from all firearms training at the Salisbury Police Range; and

WHEREAS, the recycling of these brass shell casings through Delmarva Recycling, Inc. has produced a monetary return for the efforts put forth; and

WHEREAS, Delmarva Recycling, Inc. has paid the City \$1,269.60 which was placed in the General Fund; and

WHEREAS, the Salisbury Police Department has use for the funds received from the recycled brass shell casings in the Small Tools Account (21021-546009) which is used, in part, to purchase service weapons for new police officers.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND that the City’s Fiscal Year 2016 General Fund Budget be and is hereby, amended as follows:

- 1) Increase General Fund Revenue (Delmarva Recycling Account) by \$1,269.60
- 2) Increase the Police Department budget by \$1,269.60

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

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this _____ 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