



**SALISBURY CITY COUNCIL
WORK SESSION AGENDA**

DECEMBER 6, 2021

Government Office Building, Council Chambers, Salisbury, MD and Zoom Video Conferencing

- 4:30 p.m. Presentation of FY21 Audit- Finance Director Keith Cordrey and Timothy Sawyer, CPA, CGMA, Barbacane Thornton & Company (via Zoom)
- 5:00 p.m. Budget ordinance to appropriate funds from GOCCP Youth and Victim Services Grant- Colonel David Meienschein
- 5:10 p.m. Ordinance to establish a Salisbury Neighborhood Housing Services tax credit- Nate Sansom, Special Assistant to the Mayor
- 5:20 p.m. Resolution approving an MOU with Eastbound Disc Golf – Department of Infrastructure and Development (DID) Director Amanda Pollack
- 5:30 p.m. Update on Here is Home Housing Expansion Incentive Program- DID Director Amanda Pollack
- 5:45 p.m. Budget ordinance to use surplus funds for programs and projects- City Administrator Julia Glanz
- 6:00 p.m. Administration and Council Remarks
- 6:05 p.m. Adjournment

*Times shown are approximate. Council reserves the right to adjust the agenda as circumstances warrant.
The Council reserves the right to convene in Closed Session as permitted under the Annotated Code of Maryland 3-305(b).*

Join Zoom Meeting
<https://us02web.zoom.us/j/88186172560>
Meeting ID: 881 8617 2560
Phone: 1.301.715.8592



City of
Salisbury
Jacob R. Day, Mayor

November 12, 2021

TO: Julia Glanz
FROM: Colonel David Meienschein
SUBJECT: Ordinance – PRAR Grant

Attached, please find an ordinance to authorize the Salisbury Police Department to accept funds from the Office of Crime Prevention, youth, and victim services in the amount of \$20,000 for the under the FY22 Police Recruitment and Retention grant. (PRAR) The purposes of these grant funds are to help with police retention and Recruitment at the Salisbury Police Department.

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

David Meienschein
Assistant Chief of Police

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE FY22 GENERAL FUND BUDGET TO APPROPRIATE THE FUNDS RECEIVED FROM THE GOVERNORS OFFICE OF CRIME PREVENTION, YOUTH AND VICTIM SERVICES (POLICE RECRUITMENT AND RETENTION GRANT).

WHEREAS, the Salisbury Police Department has been awarded \$20,000 to Supplement; and GYM memberships for SPD police personnel;

WHEREAS, the purpose of this Grant funding is to assist in the Recruitment & Retention of police officers for the city of Salisbury, Maryland; and

WHEREAS, this funding will supplement the cost of a 1-year Gym membership to a local Gym for police officers holding the rank of Captain and below; and

WHEREAS, this incentive will include current police officers as well as new recruits hired in FY22 for a maximum of 94 officers; and

WHEREAS, officers will be required to sign a one-year contract of commitment to remain with the City of Salisbury Police Department for one-year after receiving awarded funds; and

WHEREAS, the funds will be divided equally among each police officer taking advantage of this incentive; and

WHEREAS, the Salisbury Police Department requests that these funds be accepted in the total amount of \$20,000 be placed in the SPD Professional Services Account, (21021-513000) which will be toward Gym memberships on behalf of Salisbury Police Officers.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND that the City's Fiscal Year 2022 General Fund Budget be and is hereby, amended as follows:

- 1) Increase General Fund Revenue by \$20,000.00
- 2) Increase the Police Department budget by \$20,000.00

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 _____, 2021, 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 _____, 2021.

ATTEST:

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Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

Approved by me this _____ day of _____, 2021

Jacob R. Day., Mayor



To: All Council Members
From: Nathaniel Sansom, Special Assistant to the Mayor
Subject: Salisbury Neighborhood Housing Services – Tax Credit
Date: December 3, 2021

The Administration's request for an Ordinance establishing a Salisbury Neighborhood Housing Services tax credit is outlined below.

Current Situation & Request

In an effort to bolster the supply of affordable housing in the City, Mayor Day announced his *Here is Home* comprehensive housing initiative on September 29th. Shortly thereafter, the Administration introduced an ordinance to create a real property tax credit for Habitat of Humanity. The Administration would now like to propose a similar tax credit program benefiting Salisbury Neighborhood Housing Services, Inc (SNHS). The text of this ordinance is similar to that of Ordinance 2689, which brought about the Habitat tax credit. The only notable difference is the enabling legislation by which we are able to extend this benefit to SNHS.

Background

SNHS has stated that, at most, they would have three projects underway at the same time and that they may own the properties for up to two years before the property is ready for sale. In the ordinance, we kept the five-year window to align with the credit provided to Habitat. The properties only are eligible for the tax credit as long as they are being rehabilitated. After they are transferred to a private owner, they are reinstated on the City tax rolls at the beginning of the next fiscal year.

Fiscal Note

Based upon estimations provided by SNHS, the properties they purchase are generally valued at \$60,000-\$70,000 at the time of purchase and have a market value between \$175,000 - \$190,000 after they are rehabilitated. Based on the current City property tax rate of \$0.98 per \$100 of assessed value, if SNHS were to have three properties each with an assessed value of \$65,000, the total annual tax burden would be roughly \$1,911 (\$637 per property). Once rehabilitated, if we assume an average market value of \$182,500, the total tax annual revenue these properties would generate would be equal to \$5,365.50 (\$1,788.50 per property).

Stated simply, it is evident that by forgoing tax revenue for a short period of time to allow for rehabilitation, the City stands to gain in the future from increased tax revenues while simultaneously supporting a local non-profit specializing in the rehabilitation of houses to support City residents.



Legal Authority

Tax-Property Article § 9-324, of the Annotated Code of Maryland enables municipal corporations in Wicomico County to provide a property tax credit for residential development projects that construct or substantially rehabilitate structures that “substantially increase the assessed value of the property”¹.

Recommendation

The Administration requests that the Council adopt the attached ordinance to amend Title Three of the City Code of Ordinances to create this tax credit for Salisbury Neighborhood Housing Services, Inc.

¹ https://mgaleg.maryland.gov/2021RS/chapters_noln/Ch_716_sb0794T.pdf

AN ORDINANCE OF THE CITY OF SALISBURY TO GRANT A PROPERTY TAX CREDIT AGAINST THE CITY PROPERTY TAX IMPOSED ON CERTAIN REAL PROPERTY OWNED BY SALISBURY NEIGHBORHOOD HOUSING SERVICES, INC.

WHEREAS, in furtherance of its goal, SNHS regularly acquires residential properties within the corporate limits of the City of Salisbury (the “City”), on which it performs rehabilitation, significantly increasing the value of such properties, and ultimately transferring such properties to families in need; and

WHEREAS, granting SNHS a tax credit against the City property tax imposed on eligible properties (the “SNHS Tax Credit”) will encourage SNHS to acquire properties within City limits, which will further result in positive economic and social effects, including, but not limited to, combatting blight and increasing the inventory of residential housing in the City; and

WHEREAS, the City's establishment of the SNHS Tax Credit hereunder is authorized by Section 9-324 of the Property-Tax Article of the Annotated Code of Maryland.

Section 1. Title 3 of the Salisbury City Code, entitled “REVENUE AND FINANCE”, be and hereby is amended by adding a new Chapter 3.21, titled “Salisbury Neighborhood Housing Services Tax Credit”, as follows:

3.21.010 – Salisbury Neighborhood Housing Services tax credit

- A. In accordance with the provisions of the Tax-Property Article § 9-324 of the Annotated Code of Maryland, there is hereby established a City property tax credit of 100% for real property, provided that:**
- 1. The property is owned by Salisbury Neighborhood Housing Services, Inc. with the intention of relinquishing ownership within five (5) years from the date of acquisition;**
 - 2. The property is used exclusively for the purposes of development, rehabilitation, and transfer to a private owner; and**

- 52 3. The property is not occupied by administrative or warehouse buildings owned
53 by Salisbury Neighborhood Housing Services, Inc.
54 B. Salisbury Neighborhood Housing Services, Inc. shall submit an annual report each year
55 to the Mayor and City Council of the City of Salisbury documenting:
56 1. All real property holdings of Salisbury Neighborhood Housing Services, Inc. in
57 the City of Salisbury;
58 2. All transactions involving the real property holdings referenced in the above
59 subparagraph (B(1); and
60 3. The annual report shall be delivered to the City of Salisbury on or before July
61 15 and shall include all holdings as of the preceding June 30 and shall include
62 the date of acquisition of each parcel of real property for which a credit is
63 applicable on the preceding June 30.
64 C. The tax credit for each property shall continue until such time as the property is
65 transferred from Salisbury Neighborhood Housing Services, Inc. to a private owner, but
66 in no event for more than five (5) years. When the tax credit ceases, the property and its
67 assessment shall be reinstated on the City of Salisbury real property tax roll at the
68 beginning of the next fiscal year.
69 D. The allowance of the tax credit shall be administered by the City of Salisbury Finance
70 Department.
71 1. In order to obtain the tax credit, Salisbury Neighborhood Housing Services, Inc.
72 shall submit such documentation as the City of Salisbury Finance Department
73 requires to determine the eligibility of a parcel of real property. The required
74 documentation shall be provided upon acquisition of a property and shall
75 include, but not be limited to, a copy of the property settlement agreement.
76 2. If the Finance Department makes a finding of the ineligibility of a parcel for the
77 tax credit, the Finance Department may disallow or revoke a tax credit, effective
78 as of the date of ineligibility.
79 3. The tax credit shall be allowed on and after October 1, 2021, and shall be pro-
80 rated as of the date of acquisition by SNHS.
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82 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**
83 **SALISBURY, MARYLAND, as follows:**

84 **Section 2.** It is the intention of the Mayor and Council of the City of Salisbury that each provision of this
85 Ordinance shall be deemed independent of all other provisions herein.

86 **Section 3.** It is further the intention of the Mayor and Council of the City of Salisbury that if any section,
87 paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or
88 otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to
89 the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this
90 Ordinance shall remain and shall be deemed valid and enforceable.

91 **Section 4.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such
92 recitals were specifically set forth at length in this Section 4.

93 **Section 5.** This Ordinance shall take effect from and after the date of its final passage.
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95 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
96 Salisbury held on the ____ day of _____, 2021 and thereafter, a statement of the substance of
97 the Ordinance having been published as required by law, in the meantime, was finally passed by the Council
98 of the City of Salisbury on the ____ day of _____, 2021.
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ATTEST:

Kimberly R. Nichols, City Clerk


John R. Heath, City Council President

Approved by me, this _____ day of _____, 2021.

Jacob R. Day, Mayor



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda Pollack, P.E., Director of Infrastructure and Development 
Date: November 17, 2021
Re: Resolution authorizing the Mayor to sign a MOU with Eastbound Disc Golf

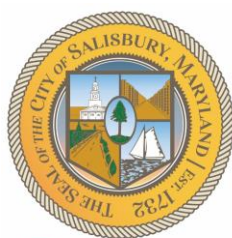
At the Parks and Recreation Committee meeting on November 10, 2021, Eastbound Disc Golf (EDG), Inc. presented their design for two (2) disc golf courses in the City Park. The Parks and Recreation Committee voted to recommend approval of these courses per the attached letter. Attached is a Memorandum of Understanding (MOU) regarding the development and maintenance of the disc golf courses in the Salisbury City Park.

The purpose of the MOU is to delineate the responsibility of EDG and the City. EDG will design the disc golf courses, obtain necessary permits and approvals for construction of disc golf courses, supervise volunteers during construction and maintenance of disc golf courses, coordinate with the City on course modifications, and purchase and install all signs. The City will review the design and implementation plans, encourage police patrols of the disc golf courses, authorize EDG to have informational displays about the disc golf courses, and acknowledge that EDG built and maintains the disc golf courses.

EDG is proposing to construct two courses: The Chris Roberts Memorial Disc Golf Course & Papa Bear's Run. The Chris Roberts Memorial (CRM) Course will be located across the River from the Zoo between Memorial Plaza and Beaverdam Drive. The CRM Course starts and ends at Memorial Plaza. This is a beginner level course. The tee boxes for CRM are set up so that discs will be throw away from the River, thereby minimizing any chance that they will be thrown in the water. Additionally, the tee boxes are close to the Urban Greenway path. Players will have a clear sight line of anyone using the path and will wait for pedestrians to get out of the way. There are no blind throws towards the path. No trees will need to be removed to install this course. Eastbound has a donor to fund the CRM Course.

Pap Bear's Run (PBR) Course is proposed near the Scout Field on North Park Drive. The proposed locations for the tees and baskets are still a work in progress. This would be a top level challenging course. This course will draw professional players and tournaments. This course is not funded and Eastbound will fundraise for this.

Attached is a Resolution authorizing the Mayor to sign the MOU. Unless you or the Mayor has further questions, please forward the resolution, MOU and supporting materials to the City Council.



City of Salisbury

Parks and Recreation Committee

DAVID PLOTTS
CHAIRMAN

November 11, 2021

JOSEPH ANDERSON, PH.D.
VICE CHAIRMAN

Dear Mayor Day,

DAVID HERRICK
SECRETARY

On February 20, 2018, our committee voted that the City should establish a Disc Golf course in the City Park. The installation of a Disc Golf course is also included in the 2017 City Park Master Plan, as recommendation number 36.

BRANTÉ DASHIELL, PH.D.

36. Disc Golf

DOMINIQUE SESSA

An 18-hole disc golf course should be established, starting with the Boy Scout Field and operating along North Park Drive to the new parking lot on the former softball field. A third course in the area will attract tournament play. A Memorandum of Understanding should be established with Delmarva Disc Golf for design, installation, and maintenance of the course, similar to Ben's Red Swings. The estimated cost of a disc golf course is \$10,000.

MARY GRACE KILEY

MICHAEL PERRY

MICHAEL PIORUNSKI

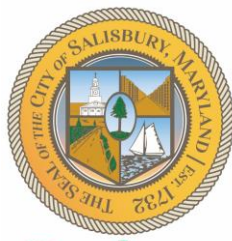
Since that time Chris Roberts, a committee member and leader in the regional Disc Golf community, had been working to plan a course. Previously he had designed numerous courses, including the one at Schumaker Park.

DOUG DRAPER
PARKS SUPERINTENDENT

After Chris' death in September 2021 we met with Eastbound Disc Golf, a local disc golf club, to take over planning the courses design and implementation. At our November 2021 meeting the committee received their proposal, a copy of which is attached.

The Committee has voted to recommend the City begin taking the next steps to implement the proposal from Eastbound Disc Golf, and enter into a Memorandum of Understanding with Eastbound Disc Golf, a 501(c)3 nonprofit. Both members of the Committee and members of Eastbound Disc Golf are available to present the proposal to you and other members of the City's leadership, if desired.

Eastbound has proposed two courses. The first, the Chris Roberts Memorial course would be an entry level course in the north side of the park between Memorial Plaza and Beaver Dam Drive. The second course, Papa Bear Run, would be a more difficult course along North Park Drive, between the Dog Park and the Scout Field.



City of Salisbury

Parks and Recreation Committee

Eastbound has identified a donor who will completely cover the \$11,000 cost of the Chris Roberts Memorial course and would be willing to fundraise for a portion of the \$27,000 Papa Bear Run course.

Having quality disc golf courses will benefit the city and region. Clubs and leagues will form, as they have at Schumaker Park, and create bonds of unity and friendship. Groups of all ages, as Chris Roberts used to say, from ages 8 to 80, can get together to enhance the quality of their lives by socializing and playing. In addition to providing a venue for recreational outlet that everyone can participate in, disc golf helps stimulate a positive economic impact.

Disc golfers love to travel to play different courses. These enthusiasts are likely spend money at local businesses, dine at local restaurants, and stay in local hotels. Disc golf courses are especially likely to positively impact a community when they host regular tournaments.

Establishing the two courses in the City Park will allow for increased single course tournaments and the ability to join with Schumaker Park to offer multi-course tournaments at three different experience levels.

Additionally, our recommendation includes naming the parks as presented, in memory of Chris and the many years of disc golf leadership and education he has provided locally.

If you have any questions, or would like more information, please feel free to contact me.

Thank you,

David Plotts
Chairman

[illegible]

A RESOLUTION OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF UNDERSTANDING WITH EASTBOUND DISC GOLF, INC. REGARDING THE CREATION OF DISC GOLF COURSES IN THE VICINITY OF THE CITY PARK.

WHEREAS, Eastbound Disc Golf, Inc. (“Eastbound Disc Golf”) is interested in promoting disc golf as an outdoor recreation and fitness activity; and

WHEREAS, the City seeks to partner with Eastbound Disc Golf to develop disc golf courses on City property in the Salisbury City Park; and

WHEREAS, Eastbound Disc Golf desires to develop and maintain safe, sustainable and environmentally sound disc golf courses for golfers of all ability levels in the Salisbury City Park; and

WHEREAS, Eastbound Disc Golf, the City of Salisbury Parks and Recreation Committee and the Department of Infrastructure & Development developed the attached Memorandum of Understanding which defines the responsibilities of each party in regards to disc golf course design and maintenance; and

WHEREAS, Eastbound Disc Golf will provide semi-annual updates on their disc golf activities to the City through the Parks and Recreation Committee.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 1: The Mayor is hereby authorized to execute, on behalf of the City of Salisbury, the Memorandum of Understanding attached hereto and incorporated herein as **Exhibit A** accepting the responsibilities of each party regarding design and maintenance of disc golf courses in the Salisbury City Park.

Section 2. It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Resolution shall be deemed independent of all other provisions herein.

Section 3. It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Resolution shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Resolution shall remain and shall be deemed valid and enforceable.

Section 4. The recitals set forth hereinabove and **Exhibit A** attached hereto are incorporated into this section of the Resolution as if such recitals and **Exhibit A** were specifically set forth at length in this Section 4.

THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this _____ day of _____, 20__ and is to become effective immediately upon adoption.

50 ATTEST:

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Kimberly R. Nichols

54 CITY CLERK

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John R. Heath

PRESIDENT, City Council

56 APPROVED BY ME THIS _____ day of _____, 20__

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59 _____
Jacob R. Day, Mayor

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EXHIBIT A

MEMORANDUM OF UNDERSTANDING between the City of Salisbury, Maryland and Eastbound Disc Golf, Inc.

THIS MEMORANDUM OF UNDERSTANDING is executed in duplicate, effective this ____ day of _____ 20__ by and between the City of Salisbury, hereinafter called "City", and Eastbound Disc Golf, Inc., hereinafter called "EDG".

WHEREAS, the City and EDG are interested in promoting disc golf as an outdoor recreation and fitness activity and in developing and maintaining a safe course for all ability levels in the Salisbury City Park.

WHEREAS, EDG encourages, welcomes, and promotes the use of disc golf courses by other user groups, including but not necessarily limited to mountain bikers, hikers, fishermen, naturalists and joggers, and asks the City allow EDG to design, build and maintain the courses for use by the general public.

WHEREAS, the purpose of this Memorandum of Understanding is to state the terms and conditions under which EDG will provide services, including the design of technical disc golf courses, features for the refurbishment and maintenance of paths in the disc golf courses, design and construction of any future pin (basket) placements, installation, course maintenance, and special event activities, which EDG has agreed to provide as a service to the City, establish the responsibilities and conditions under which volunteer service will be provided, and to delineate the responsibilities of the City.

NOW, THEREFORE, in consideration of the mutual understanding and agreements contained herein, the parties covenant and agree as follows:

- I. The recitals set forth hereinabove are incorporated into this Memorandum of Understanding as if such recitals were specifically set forth herein.
- II. EDG shall:
 - a. Provide technical support to the City in determining the design of technical and trail features located within the disc golf courses in the Salisbury City Park and any future trails created for use in the disc golf course locations, consistent with the current landscape of the park. EDG shall submit design plans to the City for approval, showing existing conditions drawings and proposed improvements plan drawings. At a minimum, the plans shall show walking paths and above ground features such as trees, tee pads, signs, landscaping, utilities, topography, limits of disturbance, rights-of-ways and easements.
 - b. Provide design plans to the Parks and Recreation Committee for review and recommendation for approval, and provide design plans for final approval by the City to the Director of Infrastructure and Development.
 - c. Obtain all necessary approvals from the appropriate agencies, including but not limited to the Wicomico Soil Conservation District, Maryland Department of the Environment Non-Tidal Wetlands Division, Salisbury-Wicomico Planning and Zoning Department (Forest Conservation) and Maryland Department of Natural Resources (Critical Area).
 - d. Assure all individuals assigned to work under this Memorandum of Understanding in the Salisbury City Park are volunteers of EDG and are covered under the insurance policies and building and safety procedures of EDG. Volunteers are not employees, agents or individual volunteers of the City. EDG shall produce copies of their certificates of insurance and carry the same level of coverage as the City.

- e. Provide and supervise volunteers in the use and construction of approved equipment. Utilize tools owned by EDG. Design technical features and alignment changes that conform to Professional Disc Golf Association (PDGA) guidelines and City approval. Train and supervise volunteers in appropriate construction techniques in accordance with PDGA guidelines.
- f. Identify and maintain a current contact list of EDG and City primary contacts for the purposes of initial design approval, ongoing maintenance, or course related questions:
 - i. Eastbound Disc Golf: eastbounddiscgolf@gmail.com
 - ii. Joshua Maxfield – EDG President 443-614-4802
 - iii. Shawn Johnson – EDG Vice President 443-534-4542
 - iv. Paul Whitney – EDG Project Manager 410-430-7752
 - v. Kevin Gleason – PDGA MD State Coordinator / EDG Ambassador 443-235-4227
 - vi. Amanda Pollack, Director of Infrastructure and Development, 410-548-3170, apollack@salisbury.md
 - vii. Doug Draper, Parks Supervisor, 410-548-3177, ddraper@salisbury.md
- g. Coordinate work schedules and on-site public notifications, when needed, with the City Parks Supervisor.
- h. Provide volunteers to inspect and maintain the course. Ensure that all such volunteers have received training in course inspection and maintenance responsibilities. EDG volunteers are authorized to sculpt and/or remove downed trees found on the course topography and to perform routine maintenance activities. In the event that EDG is unable to safely and promptly address an identified issue that may create an unsafe situation, the EDG volunteer should notify the City Parks Supervisor.
- i. EDG shall notify the designated City Parks Supervisor when there are fallen trees that an EDG volunteer feels he/she cannot safely remove from the disc golf course, either due to size or unsafe conditions. City crews will be responsible for clearing such trees if clearing or removal is feasible.
- j. Prior to making any course alignment changes, submit recommendations to the City Parks Supervisor for changes that may be contemplated by EDG in carrying out the volunteer duties as outlined in this Memorandum of Understanding. Any planned reroute that brings a disc golf hole closer to a wetland may require additional approvals. Changes that do not need City Park Supervisor approval are course re-routings within 50 feet of the existing course that do not impact wetland areas or tree removal.
- k. After initial installation, prior to making any significant course changes, provide details to the Parks & Recreation Committee, for review. Changes must be approved by the Director of Infrastructure and Development.
- l. Recommend to the Parks and Recreation Committee, then with approval of the Director of Infrastructure and Development, the purchase and installation of signage. Signage plans shall include the type, location and language for course directional, cautionary and informational signs. Signs shall notify the public about the operation of the course, any warnings or hazards, and that the course is for use between sunrise and sunset unless special exception is granted by the City.
- m. Except as addressed elsewhere in this Agreement, EDG shall be responsible for its own acts and the results thereof. EDG therefore assumes all risk and liability to itself, its agents, volunteers and employees, for the injury to persons or property resulting in any manner from the conduct of its own operations, and the operation of its agents, volunteers and employees under this Memorandum of Understanding, for any loss, cost, damage, or expense resulting at any time from any and all causes due to any acts or acts of negligence, or the failure to exercise proper precautions, of or by itself or its own agents or its own volunteers or employees, while occupying or visiting the premises under and pursuant to this Memorandum of Understanding.

- n. To the fullest extent permitted by law, EDG shall indemnify and hold the City, its elected and appointed officials, employees, volunteers and others working on behalf of the City, harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease including death resulting at any time therefrom) which may be sustained or claimed by any person or persons, or the damage or destruction of any property, including the loss of use thereof, based on any act or omission, negligent or otherwise, of EDG, or anyone acting on its behalf in connection with or incident to EDG, except EDG shall not be responsible to the City for damages caused by or resulting from the City's sole negligence. EDG shall, at its own cost and expense, defend any such claims and any suits, action, or proceeding which may be commenced thereunder, and EDG shall pay any and all judgments which may be recovered in any suit, action or proceeding, and any and all expense including, but not limited to, costs, attorney's fees and settlement expenses, which may be incurred therein.

III. The City shall:

- a. Assign the Director of Infrastructure and Development as the City primary contact for design and initial installation.
- b. Assign the Parks Supervisor as the City primary contact for maintenance.
- c. Review the design and implementation plans for all agreed to volunteer activities in a timely manner.
- d. Encourage City police officers to patrol the course.
- e. Review and approve recommended technical features design, construction schedules, and any course maintenance schedules.
- f. Allow the display of a message about the EDG organization and event opportunities in a manner approved by the City at a location approved by the Parks Supervisor.
- g. Authorize EDG to have an informational kiosk at course entrances for the purposes of providing information about EDG memberships and disc golf events, as approved and coordinated with the Parks Supervisor. Informational displays may also be approved for City permitted disc golf events.
- h. Authorize EDG to hold tournaments at the course periodically, when approved and coordinated with the Parks Supervisor.
- i. Recognize the Disc Golf Course as an asset of the City park system and protect it accordingly.

IV. This Memorandum of Understanding shall be in effect upon execution by both the City and EDG. It may only be modified by mutual agreement in writing signed by both parties, and shall continue in force until terminated by either party in writing, upon delivery of written notice. No provision of this Memorandum of Understanding shall be interpreted for or against any party hereto by reason that said party or his or her legal representative drafted all or any part hereof.

V. Nothing in this Memorandum of Understanding shall be construed to create a partnership, agency, or joint venture between or among the Parties. Neither Party has the authority to make any statements, representations, nor commitments of any kind on behalf of the other Party except as the Parties may agree in writing.

VI. All course improvements and equipment, including baskets, pads, signage, and similar improvements as well as materials, including records, data, and other information acquired, developed, or documented under this Memorandum of Understanding shall be the property of the originating party, unless otherwise mutually agreed upon in writing by both parties. EDG will make the information available to the City when requested.

- VII. It is agreed by both parties that this Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.
- VIII. It is further agreed by both parties that the Parks and Recreation Committee shall receive an annual report on the activities of the Disc Golf Course.
- IX. It is further agreed that, should any provision of this Agreement be found, held, or deemed to be unenforceable, voidable, as contrary to law or public policy under the laws of Maryland, or the federal government, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, its assigns, and successors.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

City of Salisbury, Maryland
125 N. Division Street
Salisbury, MD 21801

Eastbound Disc Golf, Inc.
49 Deep Channel Dr.
Berlin, MD 21811

BY: _____
Mayor, City of Salisbury

By: _____
President

ATTEST: _____

ATTEST: _____



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda Pollack, P.E., Director of Infrastructure and Development
Date: November 29, 2021
Re: Here is Home Update

AP

The Here is Home Housing Expansion Incentive Program was approved on November 8, 2021 via Ordinance No. 2692. For reference, a fact sheet is attached. The fact sheet was sent to local developers, realtors, engineering firms and property owners. To be eligible to participate in the Program, the Program Agreement must be executed no later than February 28, 2022. The Department of Infrastructure and Development will provide Council with monthly updates on the applications received to date until the end of the enrollment period.

To date, the following projects have applied for the Here is Home Housing Expansion Incentive Program. The number of residential units is also provided below.

Project	Type of Residential	# of Residential Units
The Ross	Apartments (101)	101
Glen Heights	Duplex (30)	60
Sassafras Meadows Section 3	Single Family (44) Townhouses (128)	172
Heritage	Single Family (128) Townhouses (180)	308
Aydelotte Villas	Duplex (100) Clubhouse/pool	200
Total		841

Summary by Unit Type	
Single Family	172
Duplex Units	260
Townhouses	308
Apartments	101
	841

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



Housing Expansion Incentive Program Quick Fact Sheet



Who: Incentive program for all new residential development per City Ordinance No. 2692 including single family, multi-family, duplexes, townhouses, apartments, assisted living facilities, condominiums, senior housing and group domiciliary care facilities

What: Fee waivers for connection fees, site, water/sewer and building permits for the residential projects

Where: Salisbury City Limits and parcels with executed Annexation Petitions

Why: Encourage development to increase housing stock

When: Apply to be in the program **and** execute the Program Agreement by **February 28, 2022**

How to Apply: Application can be downloaded here: <https://salisbury.md/departments/infrastructure-development/applications>

Timeline: (for a full fee waiver)

- Building and Site Permit applications submitted and approved no later than **February 28, 2023**
- Construction shall commence no later than **October 31, 2023**
- Certificates of occupancy shall be received no later than **June 30, 2025** for multifamily or **June 30, 2027** for single-family development

How:

All fees will be collected per the City's fee schedule. Fees will be reimbursed as follows:

- 25% of fees will be reimbursed if building permits and site plans are approved by February 28, 2023
- 25% of fees will be reimbursed if construction commences by October 31, 2023
- 50% of fees will be reimbursed if certificates of occupancy are issued by June 30, 2025 for multifamily or June 30, 2027 for single-family development
- Reimbursement will be paid in a lump sum upon the issuance of the certificate of occupancy

"Fee Waivers" includes the following fees:

- | | |
|---|---|
| • Building Plan Review Fees | • Subdivision Review Fee |
| • Building Permit Fees | • Re-subdivision Review Fee |
| • Demo- Residential (Building Fee) | • Critical Area Fees (Certificate of Compliance) |
| • Gas (Building Fee) | • Infrastructure Reimbursement Administrative Fee |
| • Mechanical (Building Fee) | • Water Meter Setting Fee |
| • Plumbing (Building Fee) | • Fire Prevention Fees, to include Basic Fees, Expedited Fees, After Hours Inspection Fees |
| • Annexation Fees, to include Annexation, Development Assessment Fees | • Fire Permit Fees, to include Fire Alarm & Detection Systems and Sprinkler, Water Spray and Combined Sprinkler & Standpipe Systems |
| • Water and Sewer Connection Fee | |
| • Development Plan Review Fee | |



City of
Salisbury
Jacob R. Day, Mayor

To: City Council

From: Julia Glanz, City Administrator

Subject: Ordinance to Amend the FY22 General Fund and Water and Sewer Fund Budget

Date: December 3, 2021

The City has realized a large surplus from previous years' budgets. In order to reduce the burden on the FY23 budget and to address immediate needs, the attached ordinance is for your consideration. Many of these projects have been included in previous Capital Improvement Plans or budget requests.

Included in the ordinance is the funding for the Tiny Home community, a major component of the Here is Home legislative package. Additional requests include resources for the Police Trust Rebuilding Plan announced in 2020, playground equipment for neighborhood parks, additional support for arts and culture, support for the Carroll Street redevelopment plan, and a critical need for additional water meters. A full listing of the projects is included in the budget ordinance.

The City Team looks forward to getting all of these projects underway immediately. Please let me know if you have any questions.

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE
MAYOR TO APPROPRIATE FUNDS IN THE FY2022 GENERAL FUND
BUDGET, GENERAL CAPITAL PROJECTS FUND BUDGET AND THE
FY22 WATER SEWER FUND BUDGET.**

WHEREAS, the City of Salisbury recently determined there is a return of over 3 million into surplus FY 2020; and

WHEREAS, during the course of the past few months, the City Administration has been assessing urgent needs and opportunities that should be funded; and

WHEREAS, the appropriations below, as provided hereinabove, must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 1. The City of Salisbury's FY22 General Fund Budget be and hereby is amended as follows:

Increase Decrease	Account Type	Account No	Account Description	Amount	Dept
Increase	Revenue	01000-469810	Current Year Surplus	1,945,000	
Increase	Expense	21021-577030	Equipment	30,000	Police
Increase	Expense	25200-577025	Vehicles	30,000	Housing First
Increase	Expense	11600-555513	Events	30,000	River & ABCD Events
Increase	Expense	21021-577025	Vehicles	80,000	Police CRU Vehicles
Increase	Expense	91001-599105	Trf Special Revenue NFF	100,000	NFF
Increase	Expense	91001-599109	Trf General Capital Projects	1,675,000	General Cap Projects

Section 2. The City of Salisbury's General Capital Project Fund Budget be and hereby is amended as follows:

Increase Decrease	Account Type	Account No	Project No	Account Description	Amount	Project
Increase	Revenue	98022-469313	Various	Trf In - General Fund	1,675,000	Various Projects Below
Increase	Expense	98122-577026	TBD	Construction	25,000	Police Officers Gym
Increase	Expense	98122-577026	TBD	Construction	10,000	Police Shooting Range
Increase	Expense	98122-577026	TBD	Construction	500,000	Tiny Homes for Homeless
Increase	Expense	98122-577010	TBD	Land	180,000	City Yard Land Acquisition
Increase	Expense	98122-577026	TBD	Construction	600,000	Carroll Street Bikeway
Increase	Expense	98122-577026	TBD	Construction	30,000	Wayfinding
Increase	Expense	98122-577026	TBD	Construction	25,000	Historic Markers
Increase	Expense	98122-577026	TBD	Construction	70,000	Sign inventory
Increase	Expense	98122-577026	TBD	Construction	65,000	GIS/Paving
Increase	Expense	98122-577026	TBD	Construction	70,000	Community Centers
Increase	Expense	98122-577026	TBD	Construction	30,000	Murals
Increase	Expense	98122-577026	TBD	Construction	30,000	Riverfront Games Park
Increase	Expense	98122-577030	TBD	Equipment	7,500	Doverdale playground equip.
Increase	Expense	98122-577030	TBD	Equipment	5,000	Doverdale playground equip.
Increase	Expense	98122-577030	TBD	Equipment	5,000	Woodcock playground equip.
Increase	Expense	98122-577030	TBD	Equipment	7,500	Lake Street playground equip.
Increase	Expense	98122-577026	TBD	Construction	15,000	Waterside Basketball Painting

Section 3. The City of Salisbury's FY2022 Water Sewer Fund Budget be and hereby is amended as follows:

Increase Decrease	Account Type	Account No		Account Description	Amount	Purpose
Increase	Revenue	60100-469810		Current Year Surplus	200,000	Water Meters
Increase	Expense	82076-546012		Equipment & Maintenance	200,000	

BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 4. It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.

Section 5. It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

Section 6. The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such recitals were specifically set forth at length in this Section 5.

Section 7. This Ordinance shall take effect from and after the date of its final passage.

47 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
48 Salisbury held on the _____ day of _____, 2021 and thereafter, a statement of the substance
49 of the Ordinance having been published as required by law, in the meantime, was finally passed by the
50 Council of the City of Salisbury on the _____ day of _____, 2021.

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52 **ATTEST:**

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56 _____
57 **Kimberly R. Nichols, City Clerk**

_____ **John R. Heath, City Council President**

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60 Approved by me, this _____ day of _____, 2021.

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64 _____
65 **Jacob R. Day, Mayor**
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