

RESOLUTION NO. 3140

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.

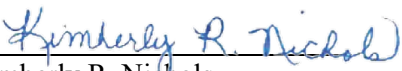
Section 2. It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Resolution shall be deemed independent of all other provisions herein.

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.

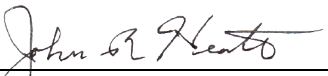
Section 4. The recitals set forth hereinabove and **Exhibit A** attached hereto are incorporated into this section of the Resolution as if such recitals and **Exhibit A** were specifically set forth at length in this Section 4.

THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 13th day of December, 2021 and is to become effective immediately upon adoption.

ATTEST:

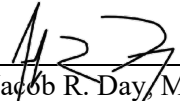


Kimberly R. Nichols
CITY CLERK



John R. Heath
PRESIDENT, City Council

APPROVED BY ME THIS 14th day of DEC, 2021



Jacob R. Day, Mayor

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

THIS MEMORANDUM OF UNDERSTANDING is executed in duplicate, effective this 13 day of December 20 21 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

BY: _____


Mayor, City of Salisbury

ATTEST: _____

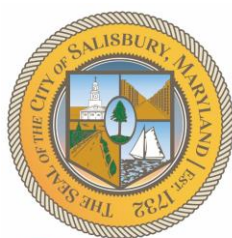
Kimberly R. Nichols

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

By: _____


President

ATTEST: _____



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

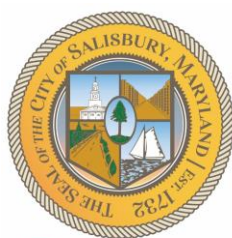
Since that time Chris Roberts, a committee member and leader in the regional Disc Golf community, had been working to plan a course. Previously he had designed numerous courses, including the one at Schumaker Park.

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



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.